

RESOLUTION 10-111

A RESOLUTION TO APPROVE CONTRACT WITH CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. (CEC) FOR DESIGN OF ADDITIONAL WETLAND MITIGATION ALONG MILES JOHNSON PARKWAY NORTH OF PUMPING STATION, AND OVERSIGHT OF APPROVED MITIGATION PLAN IMPLEMENTATION, AS REQUIRED BY TDEC

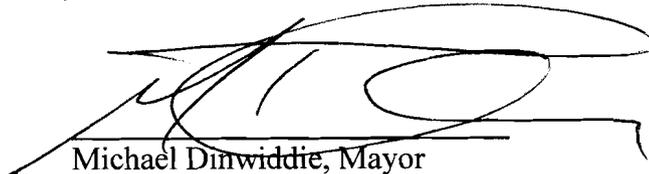
WHEREAS, the City of Spring Hill is required by law to comply with TDEC requirements for Wetlands; and

WHEREAS, the CEC Inc. has worked with the City of Spring Hill in the past and is familiar with the areas in need of improvement; and

WHEREAS, the City of Spring Hill wishes to enter into an agreement with CEC Inc. for the design of additional wetland mitigation north of the pumping station and oversight of approved mitigation plan implementation; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen approves the attached agreement as recommended by City Staff and the Budget Finance Advisory Committee, with Civil and Environmental Consultants, Inc. (CEC) for design of additional wetland mitigation, along Miles Johnson Parkway north of the pumping station, and oversight of approved mitigation plan implementation, as required by TDEC, and as stated in the attached agreement and to be approved by the City Attorney; for a total fee not to exceed \$17,200.00, to be split equally from the Storm Water (MS4) Fund, Sewer Fund and General Fund, Streets Department.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 15th day of November, 2010.



Michael Dinwiddie, Mayor

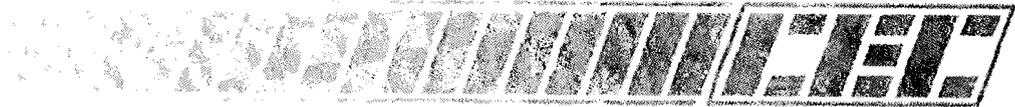
ATTEST:



April Goad, City Recorder

APPROVED AS TO FORM:





September 8, 2010

Mr. Beau Herring
Codes Enforcement
City of Spring Hill
199 Town Center Parkway, P.O. Box 789
Spring Hill Tn., 37174

Via Electronic Mail: bherring@springhilltn.org

RE: Proposal for Professional Services, Design of Additional Wetland Mitigation North of Pumping Station and Oversight of Approved Mitigation Plan Implementation

Dear Mr. Herring

Civil & Environmental Consultants, Inc. (CEC) appreciates the opportunity to provide you with this proposal for services referenced above. As requested by Mr. Lay, we have included costs for design of the new wetland mitigation area, oversight of required plantings along the relocated stream channel and within wetland area B, and oversight of the required 276 feet of stream habitat improvements.

1.0 SCOPE OF SERVICES

CEC has limited the scope of services covered by this proposal to designing the required additional wetland mitigation on the north side of the pumping station, submitting the plan for agency approval, and to providing construction oversight of either city employees or a city contractor performing the actual construction work and plantings. This cost estimate does not include preparation of bid documents or providing construction or planting services. Specifically, CEC is proposing to perform the following tasks:

Task 1 – New Wetland Area

CEC will collect the minimal topographical survey data necessary for development of a grading plan for the construction of a small wetland within the clearing adjacent to the north side of the pumping station. It is understood that TDEC representatives have notified the City that creation of wetlands within this area will offset the loss of proposed mitigation value within Area C that has occurred since the original mitigation plan was approved. The new plan will be submitted to

Civil & Environmental Consultants, Inc.

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Phone 615/333-7797
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E-mail nashville@cecinc.com

Pittsburgh 800/385-2324
Chicago 877/903-6026
Cincinnati 800/758-5614
Cleveland 866/507-2324
Columbus 866/598-6808

Detroit 866/980-2324
Export 800/899-0610
Indianapolis 377/776-0749
Phoenix 800/950-7718
St. Louis 800/250-3679

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reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

17.0 RCRA COMPLIANCE

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

18.0 DELAYS

Delays not the fault of CEC or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CTC, the total project cost shall be equitably adjusted by the amount of such additional costs.

19.0 MEDIATION AND ARBITRATION

19.1 Scope of Clause: Any claim arising out of or related to this AGREEMENT, except claims which are specifically excluded from mediation and arbitration as set forth in the "Exclusions" paragraph of this section of the AGREEMENT, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. With the exception of the claims set forth in the "Exclusions" paragraph of this section of the AGREEMENT, the mediation and arbitration provisions of this section shall apply to any and all disputes between CLIENT and CTC which arise from or which are in any way related to this AGREEMENT, including, but not limited to, the interpretation of this AGREEMENT, the enforcement of its terms, and any acts, errors, or omissions of CTC in the performance of this AGREEMENT.

19.2 Notice of Dispute: Within forty-five (45) days of the occurrence of any incident, action, or failure to act upon which a claim for relief is based, the party seeking relief shall serve the other party with a written notice specifying the nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and a citation of the appropriate portions of this AGREEMENT that authorize the relief requested. The Notice of Dispute requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.

19.3 Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a resolution on behalf of each party. Attorneys representing the parties may not be present at this meeting. The Meet and Confer requirement under this paragraph does not pertain to the claims excluded from mediation and arbitration as described in the "Exclusions" paragraph of this section of the AGREEMENT.

If, as a result of the parties having met and conferred, an agreement is reached resolving the dispute, the parties shall immediately execute an addendum to this AGREEMENT setting forth the terms of their agreement.

- 19.4 Facilitated Mediation: If no agreement is reached, or if the agreement does not resolve all of the issues encompassed by the Notice of Dispute, the parties shall resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this AGREEMENT and the American Arbitration Association. The Request for Mediation may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 19.5 Fees and Location: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Pittsburgh, Pennsylvania, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 19.6 Arbitration: Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the paragraphs set forth above. Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.
- 19.7 Demand for Arbitration: A demand for arbitration shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.
- 19.8 Limitation on Consolidation or Joinder: Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, any person or entity not a party to this AGREEMENT under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- 19.9 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.
- 19.10 Judgment on Final Award: The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- 19.11 **Non-Admissibility and Confidentiality:** The Meet and Confer and the Facilitated Mediation are conducted under the provision that evidence may not be introduced at any later proceeding of any communication, statement, document provided, expert opinion, expert report, or offer to compromise unless such was made, provided, or disposed outside of, and not in connection with, the Meet and Confer or Facilitated Mediation. Under no circumstances may the mediator, or any documents created or maintained by the mediation, be subpoenaed, nor shall the mediator testify in any subsequent proceedings.

All communications, statements, documents provided, expert opinions, expert reports, or offers to compromise are confidential and may not be disclosed without the written consent of the party making the statement or offering the information.

- 19.12 **Cross-Claims:** If a party contends that all or part of a claim described in the Notice of Dispute is offset by a cross-claim, or if a party contends that it has a claim which arises out of the same factors upon which the Notice of Claim is based, the party must, within seven days after receipt of the Notice of Claim, provide a written Notice of Cross-claim setting forth the same information as required in a Notice of Claim. The cross-claim shall be resolved in the Meet and Confer or the Facilitated Mediation in the same manner as the claim described in the Notice of Dispute.

Any agreement reached in the Meet and Confer or the Facilitated Mediation shall bar the later assertion in any action, arbitration, or other proceeding of any cross-claim which was required to be asserted by this section unless the parties' written resolution agreement explicitly reserves such cross-claim.

- 19.13 **Exclusions:** The mediation and arbitration provisions of this section **do not apply** to claims which arise out of or relate to disputes between CEC and CLIENT concerning amounts owed CEC for performance of services and/or disputes between CEC and CLIENT concerning the payment of CEC's invoices as provided in the "Billing and Payments" section of this AGREEMENT. Rather, CEC and CLIENT agree that any court of record of Allegheny County, Pennsylvania, shall have jurisdiction and venue over any claims excluded from mediation and arbitration as provided herein.

20.0 MISCELLANEOUS

- 20.1 **Controlling Law:** The law of the Commonwealth of Pennsylvania will govern the validity of these TERMS, their interpretation and performance, as well as the contract entered into between the parties to which these TERMS relate. If any part of this AGREEMENT shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.

- 20.2 **Attorneys' Fees:** If any action or arbitration or other proceeding is commenced to enforce any of the terms of this AGREEMENT, the performance thereof, or of any other judgment embodying any of its provisions, the prevailing party shall be awarded reasonable attorneys' fees, costs, and expenses in addition to any other relief granted.

- 20.3 Severability/Integration/Modification: This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this AGREEMENT.

This AGREEMENT may not be modified or altered, except by an agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this AGREEMENT.

- 20.4 Definition of Hazardous Materials: The term Hazardous Materials shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including, but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever and shall include, but not be limited to, those substances defined, designated, or listed in Section 4004 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)) or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.
- 20.5 Definition of Biological Pollutants: The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-products of any such biological organisms.
- 20.6 Waste Manifests: If during remedial construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or agrees to provide CEC with a written limited power of attorney to sign manifests.

21.0 DESIGN/BUILD SERVICES

If CLIENT requests CEC-led design-build services, those design-build services will be performed in accordance with separate terms and conditions that specifically address design-build services.

22.0 BIOLOGICAL POLLUTANTS

CEC's scope of services, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. CLIENT agrees that CEC will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, CLIENT will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by CEC's sole negligence.

23.0 CONSENT TO ASSIGNMENT

CLIENT and CEC, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of these TERMS. Neither CLIENT nor CEC shall assign, subcontract or transfer any rights under or interest in these TERMS without the prior written consent of the other party, including, but not limited to (a) any interest in the proceeds of these TERMS, or any proceeds of claims arising from or under these TERMS; (b) any claims, causes of action or rights against the other party arising from or under these TERMS; (c) the control of claims or causes of action against the other party arising from or under these TERMS; and (d) any proceeds from claims or causes of action as security, collateral, or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of these TERMS for any reason and shall remain enforceable between parties.

24.0 TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if the CLIENT suspends the work for more than three (3) months. In the event of termination, CEC will be paid for services performed prior to the date of termination plus reasonable termination expenses, including the cost of completing analyses, records and report necessary to document job status at the time of termination.

25.0 FILE RETENTION

After this project is concluded, our file on the project will be closed. All documents and information within the project file will be retained by CEC, and may be sent offsite for storage. Unless you make other arrangements with us, CEC reserves the right to destroy all file information seven (7) years after the project is closed.

END OF TERMS AND CONDITIONS

April 20, 2005

Mr. Ken York, City Manager
City of Springhill
P.O. Box 789
Springhill, Tennessee 37174

RE: Proposal for development of restoration and mitigation plan associated with impacts which have occurred within the ROW of the Kedron Road Extension between SR-31 and Kedron Road and surrounding newly constructed pump-house south of Duplex Road.

Dear Mr. York:

Civil & Environmental Consultants Inc., (CEC) has completed Phase I of the project referenced above which included delineation of jurisdictional boundaries and consultation with regulatory agencies. CEC met onsite with representatives of the Corps of Engineers, The Tennessee Department of Environment and Conservation, the City of Spring Hill, and Dempsey, Drilling, & Associates on April 15, 2005. With the exception of one small area north of Duplex Road where the boundary was extended, TDEC and the Corps concurred with the boundaries we flagged and Sawyer Land Surveying surveyed. I have attached a site map showing the confirmed jurisdictional areas. The following decisions / requirements were made by the Agencies at the site meeting.

1. The project can go forward if permits are obtained and mitigation is performed.
2. The Corps agreed to process an after-the-fact permit.
3. TDEC agreed (pending field office consultation) to consider the impacts which have already occurred as temporary construction impacts thus making them eligible for permitting rather than enforcement since the impacts present are not permanent. (You or Jerome Dempsey should receive confirmation from the field office this week if they accept this approach)
4. TDEC and the Corps agreed to not require any mitigation for the proposed culverts or spring box since total lengths were under 200'.
5. TDEC and the Corps agreed to accept proposed mitigation along the relocated reach of stream channel at a 6:1 ratio so long as the following minimum requirements are met:
 - a. Creation of a floodplain shelf
 - b. Re-sloping of banks
 - c. Removal of loose rock

- d. Development of an approved planting plan
- e. Installation of instream habitat structures
- f. Placement of the restored channel under conservation easement.

Mitigation created by these activities will be used to partially compensate for loss of stream footage created by the relocation.

6. TDEC and the Corps will not grant any mitigation credit for habitat work along the unaltered section of channel adjacent to Duplex Road. They will however allow the city to purchase any credits needed over what can be obtained through onsite activities from the states in-lieu-fee mitigation program.
7. Both TDEC and the Corps agreed to exclude whatever wetland areas remain between the toe of the proposed roadway slope and the ROW from impact calculations. The area which may be excluded can't be calculated until roadway design is complete but will reduce mitigation requirements.
8. Both TDEC and the Corps agreed to allow the City to partially mitigate for lost wetland acreage in a wetland bank but the City must first attempt to acquire as much of the adjacent wetlands for either restoration or preservation activities. Acquisition may be defined as gaining only a permanent conservation easement preventing future alteration and not necessarily purchasing of property.

I spoke with Jerome Dempsey on April 18, 2005 and he requested me to provide you with an estimate of costs for performing the following specific tasks related to the requirements above.

1. Provide final calculation of wetland and stream impacts needing mitigation (can be performed only after design is complete and we are provided with electronic files)
2. Develop conservation easement covering restored and protected adjacent wetlands and the restored stream channel – CEC can provide the city with a draft document which will include language typically required by the agencies. CEC has not budgeted for surveying of the boundaries or the creation of legal property descriptions as it is assumed that the City would prefer these activities to be performed by in-house council and Sawyer Land Surveying. Please note; the City may also be required by the regulators to identify a third party to hold the easement.
3. Develop Wetland Mitigation Plan – this will include development of a multifaceted plan including preservation, restoration, and possibly creation, (pending site review) on adjacent properties assuming the City is able to negotiate an agreement with landowners. Restoration will involve primarily development of a planting and monitoring plan. If

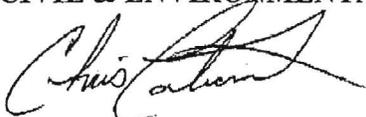
creation is deemed appropriate, a grading plan will be developed. The wetland mitigation plan will in all likelihood include purchase of some credits from a wetland bank.

4. Design new stream channel geometry and habitat amendments including floodplain shelf plantings, live – staking, and matting of slopes. (This work will have to be coordinated with Dempsey, Dilling, and Associates roadway design.)
5. Attend 1 agency meeting (if required).

CEC can provide these services on a time and materials basis for a not to exceed amount of \$10,000.00 in accordance with our standard terms and conditions (attached). It is understood that the City will be completing the required permit applications in-house. CEC will provide a narrative mitigation plan suitable for insertion directly into the application. In the event that additional requirements are placed upon the city by the regulators or if additional meetings are required (unlikely) which may require additional budget – CEC will either provide a separate estimate or continue working on a time and materials basis with prior approval by the City.

CEC appreciates the opportunity to assist you with this project. Please review our standard terms and conditions attached and indicate your acceptance by signing on the space provided below and returning this document to our office. CEC is prepared to begin work immediately. If we can be of further assistance or if you need additional information, please contact me at (615) 333-7797.

Sincerely,
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Chris E. Catron
Senior Biologist / Assistant Project Manager

CEC/vg

Attachment

cc: Jerome Dempsey

Accepted by: Ken York, City Manager, City of Spring Hill, TN

Date

February 10, 2005

050-401

Mr. Ken York
 City Manager
 City of Spring Hill
 P.O. Box 789
 Spring Hill, Tennessee 37174

RE: Proposal for Delineation of Jurisdictional Wetlands at proposed 5.37 acre park location and roadway extension on west side of SR-31 adjacent to McCutchen Creek, Spring Hill, Tennessee.

Dear Mr. York:

Civil & Environmental Consultants Inc., (CEC) appreciates the opportunity to provide this proposal for assisting with the project referenced above. As we understand it, you are requesting a proposal on behalf of the City of Spring Hill for providing the following specific services:

1. Perform a wetland delineation and assessment of impacts to waters of the state at the site referenced above. Specifically CEC is only being asked to delineate and flag jurisdictional wetland boundaries and identify jurisdictional waters (springs/seeps/streams).
2. Meet with a representative of the Corps of Engineers at the site for the purpose of obtaining regulatory concurrence with our flagged boundary.
3. Providing a letter report summarizing our findings. (It is understood that your surveyor's will survey the flagged boundary and that you will provide us with a site plan depicting the jurisdictional boundaries)

CEC can perform the services listed above for a fixed fee of \$1,200 in accordance with our standard terms and conditions (attached).

CEC will be happy to provide you with a separate estimate for assisting with regulatory permitting and identification of appropriate mitigation for site impacts once the City's plans are finalized.

Civil & Environmental Consultants, Inc.

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 Columbus 888/598-6808
 Export 800/899-3610
 Indianapolis 877/746-0740
 St. Louis 888/250-3679

Corporate Web Site <http://www.cecinc.com>



CEC appreciates the opportunity to assist you with this project. Please review our standard terms and conditions attached and indicate your acceptance by signing on the space provided below and returning this document to our office. CEC can complete the survey and provide you with a report of our findings by February 25, 2005 assuming that you can perform the necessary engineering survey and provide us with a site plan depicting wetland boundaries by February 21, 2005. If we can be of further assistance or if you need additional information, please contact me at (615) 333-7797.

Sincerely,
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Chris E. Catron', is written over the printed name.

Chris E. Catron
Senior Biologist / Assistant Project Manager

CEC/vg

Attachment

A handwritten signature in black ink, appearing to read 'Ken York', is written over the printed name.

Accepted by: Ken York, City Manager, City of Spring Hill

2-15-05

Date

February 10, 2005

050-402

Mr. Ken York
City Manager
City of Springhill
P.O. Box 789
Springhill, Tennessee 37174

RE: Proposal for Delineation of Jurisdictional Wetlands within ROW of Proposed roadway alignment connecting SR-31 and Kedron Road and surrounding newly constructed pump-house south of Duplex Road in Spring Hill, Tennessee.

Dear Mr. York:

Civil & Environmental Consultants Inc., (CEC) appreciates the opportunity to provide this proposal for assisting with the project referenced above. As we understand it, you are requesting a proposal on behalf of the City of Spring Hill for providing the following specific services:

1. Perform a wetland delineation and assessment of impacts to waters of the state at the site referenced above. Specifically CEC is only being asked to delineate and flag jurisdictional wetland boundaries and provide approximate footage of stream channel and spring impacts on city owned property/ROW.
2. Meet with a representative of the Corps of Engineers at the site for the purpose of obtaining regulatory concurrence with our flagged boundary.
3. Providing a letter report summarizing our findings. (It is understood that your surveyor's will survey the flagged boundary and that you will provide us with a site plan depicting the jurisdictional boundaries)
4. Attend a single agency meeting to present and discuss our findings.

CEC can perform the services listed above for a fixed fee of 2,450.00 in accordance with our standard terms and conditions (attached). This budget includes time to allow for involvement of our senior

Civil & Environmental Consultants, Inc.

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E-mail nashville@cecinc.com

FILE

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Cincinnati 800/759-5614
Columbus 888/598-6808
Export 800/899-3610
Indianapolis 877/746-0749
St. Louis 866/250-3679

Corporate Web Site <http://www.cecinc.com>



Wetland Scientist (Mr. Jeff Duke) which I feel is prudent given the extent of unauthorized impacts, which have occurred, and the fact that regulatory action is pending.

Following completion of these activities and the conclusion of agency consultation, CEC will be happy to provide you with a separate estimate for assisting with permitting, restoration, and or mitigation for site impacts. We can not accurately estimate the level of effort associated with these tasks until regulatory consultation is concluded.

CEC appreciates the opportunity to assist you with this project. Please review our standard terms and conditions attached and indicate your acceptance by signing on the space provided below and returning this document to our office. CEC can complete the survey and provide you with a report of our findings by February 25, 2005 assuming that you can perform the necessary engineering survey and provide us with a site plan depicting wetland boundaries by February 21, 2005. If we can be of further assistance or if you need additional information, please contact me at (615) 333-7797.

Sincerely,
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Chris E. Catron', is written over a horizontal line.

Chris E. Catron
Senior Biologist / Assistant Project Manager

CEC/vg

Attachment

Accepted by: Ken York, City Manager, City of Springhill, TN

Date