

**RESOLUTION 15-109**

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BRADLEY ARANT BOULT CUMMINGS TO PROVIDE A DOWNTOWN SPRING HILL TAX INCREMENT FINANCE DISTRICT EVALUATION**

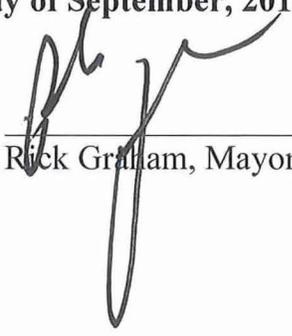
**WHEREAS**, the City of Spring Hill desires to provide for the health, safety, and welfare of its citizens; and

**WHEREAS**, the City of Spring Hill, Board of Mayor and Alderman desires to evaluate a tax increment finance district for the proposed downtown Spring Hill concept plan for the Tennessee Children's Home property; and

**WHEREAS**, staff is recommending Bradley Arant Boulton Cummings to evaluate the tax increment finance district based on their previous experience working with TIF districts and major economic development projects; and

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill, Board of Mayor and Aldermen authorizes Bradley Arant Boulton Cummings to provide a downtown Spring Hill tax increment finance district evaluation for the Tennessee Children's Home property in the amount not to exceed \$15,000.00 .

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21<sup>st</sup> day of September, 2015.**

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

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

LEGAL FORM APPROVED:

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



September 3, 2015

J. Thomas Trent Jr.  
Direct: 615-252-2327  
Fax: (615) 252-6327  
ttrent@babbc.com

City of Spring Hill, Tennessee  
Daniel Allen, PE  
Assistant City Administrator & Infrastructure Director  
City of Spring Hill, TN  
199 Town Center Pkwy  
P.O. Box 789  
Spring Hill, TN 37174

Re: Legal Representation

Dear Dan:

We are pleased to confirm our availability to represent City of Spring Hill, Tennessee ("Client"), as follows:

**Scope of Representation.** We will be special legal counsel to Client regarding its potential tax increment financing economic development incentive transaction for the Tennessee Children's Home property (the "Transaction"). If Client requests us to represent Client in any additional matters, we will then assess our availability. If we actively undertake representation of Client in an additional matter without a specific additional engagement letter, the general terms of this letter will apply.

**Staffing.** I will serve as Client's primary contact with our firm. I anticipate using the services of Jim Murphy and Chris Bowles to assist me.

**Designated Representative.** We understand that you and Patrick Carter, City Attorney, will be our Client contact, and that Client has designated you as its authorized representatives in dealing with us in this matter, and that you each have the authority to communicate with us regarding the status of this matter and to advise us of all necessary decisions on Client's behalf, and we assume no duty to keep any person other than you informed of the status of this matter, as you will keep Client's other constituents informed as you and they deem appropriate.

**Charges and Billing.** Our fees for this representation will be based upon a ten percent (10%) discount off of our hourly rates. Our rates change the first of each year, and we are willing to hold our rates at the discounted 2015 rates through calendar year 2016, and if the Transaction continues in to 2017, then our rates will increase to a 10% discount off of those rates at that time. My current standard hourly rate is \$550.00, Jim Murphy's is \$460 and Chris Bowles is \$305, so our fees to you will be based on rates of \$495.00, \$414.00 and \$274.50. The hourly rates of the other attorneys, paralegals and legal assistants in our firm vary, depending upon their experience and expertise. We would expect to invoice you for our fees monthly, and to be paid within thirty (30) days of receipt of the invoice. We would anticipate that our fees and expenses would be

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reimbursed to you of the proceeds of the Transaction at the closing thereof. We usually suggest a budget of approximately \$10,000.00 to \$15,000 for the first phase of the Transaction consisting of efforts to determine the viability of the financing, depending upon the complexity of the loan structure and the number of meetings required to obtain the necessary approvals. We can assist you with a budget for the bringing of the Transaction to a closing once the structure is identified and a loan commitment received.

Client will be responsible to pay expenses we incur on Client's behalf. These expenses include out-of-pocket expenses and internal allocations of expenses for items such as postage, travel expenses, overnight delivery charges, computerized research, telecopy charges, delivery services, printing, and copying. We do not charge for domestic long-distance telephone calls. We are not obligated to advance money for any expenses. We intend to send Client a bill monthly for accrued but unpaid fees and expenses. All bills are due upon receipt. Client will be liable for all costs of collection, including reasonable attorneys' fees. We will use the above address as Client's billing address unless otherwise advised in writing.

**Conflicts of Interest.** We have evaluated this engagement for conflicts purposes assuming that we represent only Client. For example, we do not regard Client's owners, managers, directors, officers, employees, subsidiaries, or other affiliates as our clients within the scope of this engagement.

We understand that the parties presently identified as adverse to Client are Insight Properties LLC and David Buschmann. If additional parties are in the future discovered to be adverse, ethical rules require that we then reevaluate our availability for this representation.

It is possible that one or more of our present or future clients will in the future have disputes, transactions, or potential conflicts of interest with Client. By signing below, Client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Client, even if the interests of such clients in those other matters are directly adverse to Client's interests. We agree, however, that Client's prospective consent to conflicting representations will not apply in any instance where, as a result of this engagement, we have obtained confidential information that, if known to our other client, could be used by another client to Client's material disadvantage, unless screening procedures and similar measures would be sufficient under applicable ethical requirements to protect the confidentiality of that information.

**Term of Representation.** This engagement will terminate upon the issuance of our final bill for this matter. Client may terminate our representation at any time by written notice. We may also terminate this representation at any time, by written notice, subject to any applicable rules of professional conduct. Client will be responsible for our fees and expenses through and incidental to any termination.

**Document Retention.** Please retain all documents and copies of documents that we send to Client in the course of our engagement in accordance with Client's own records retention

practices. At Client's request, provided that all of our fees and expenses have been paid, we will provide Client with additional copies thereof at Client's expense as long as the documents are readily available to us. Our internal document retention practices may vary from time to time. Client may use any attorney work product that we distribute to Client for Client's purposes and it will also remain part of our firm's reference library. Attorney work product that is not distributed to Client in the course of the representation will remain our exclusive property.

**No Continuing Obligations.** Client is engaging this firm to provide legal services specifically in connection with this matter. After this matter is completed, changes may occur in applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless we are actually and specifically engaged after completion of this matter to provide additional services regarding issues arising from or relating to this matter, the firm has no continuing obligation to advise Client with respect to future legal developments relating to this matter.

**General Provisions.** This engagement will in all respects be subject to the substantive laws of the State of Tennessee. This letter includes all of the terms of this engagement, and may be amended or waived only in writing.

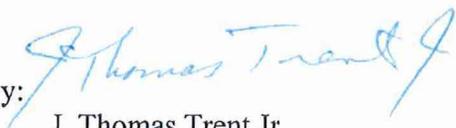
If our representation on the above terms and conditions will be satisfactory, please sign and return the enclosed copy of this letter in the envelope provided. Our representation will commence as of the date hereof when we receive the executed letter.

We very much look forward to working with you in this representation.

Very truly yours,

BRADLEY ARANT BOULT CUMMINGS LLP

By:



J. Thomas Trent Jr.

**Acceptance**

The undersigned agrees to the above terms of engagement as of the date stated above.

City of Spring Hill, Tennessee

By: \_\_\_\_\_

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Direct: 615-252-2327  
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