

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
March 12 2019**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

Consideration Of The Minutes Of The February 12, 2019 Meeting

Documents:

[02122019 MINUTES.PDF](#)

Appointments:

Wastewater Utility Board Appointments

Documents:

[WASTEWATER BOARD CANDIDATES.PDF](#)

Board Of Zoning Appeals Appointments

Public Comments-

Unfinished Business:

1. Public Hearing And Second Reading Of Ordinance 2019-003: An Ordinance To Permit Financial Services To Have A Drive Through In The Neighborhood Commercial (NC) District, Limiting The Location Of The Drive Through To East Of Elliston Way And Modify The Parking Standards For Financial Services.

Documents:

[ORDINANCE 2019-003 NC AMEND 2ND READING.PDF](#)

2. Public Hearing And Second Reading Of Ordinance 2019-004: Amends Annual Budget For FY Beginning July 1, 2018 And Ending June 30, 2019. First Reading

Documents:

[2019-004 FY19 BUDGET ORD REVISION 1.1.PDF](#)
[2018-19 REVISED BUDGET 1.1.PDF](#)

New Business:

3. Sip And Savor Request

Documents:

[SIP N SAVOR ROAD CLOSURE MEMO.PDF](#)

4. Approval Of Resolution 2019-008: A Resolution Of The Town Of Thompson's Station, Tennessee Approving A Facility Encroachment Agreement With CSX Transportation, Inc. To Allow The Town To Install And Maintain Wastewater Lines Across Railroad Right-Of-Way And To Authorize The Mayor To Sign The Contract.

Documents:

[RESO 2019-008 CSX ROW ENCROACHMENT.PDF](#)
[CSX880702 AGREEMENT.PDF](#)
[CSX880702 INVOICE.PDF](#)
[CSX880702 EXHIBIT A.PDF](#)
[CGL SAMPLE.PDF](#)

5. Approval Of Town Hall And Approval Of The Associated Sewer Taps.

Documents:

[TOWN HALL SITE PLAN PACKET.PDF](#)

6. Town Attorney Candidate Discussion.

Documents:

[TOWN ATTORNEY RESUMES.PDF](#)

7. Discussion Related To Critz Lane Project

8. Volunteer Paving V Town Of Thompson's Station Discussion

Announcements/Agenda Requests

Adjourn

Information Only:

Town Administrator Report

Finance Report

Documents:

[MAR 2019 BOMA FINANCIAL.PDF](#)
[BUDGET MEMO.PDF](#)

*This meeting will be held at 7:00 p.m. at Thompson's Station Community Center
1555 Thompson's Station Road West*

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
February 12, 2019

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Tuesday, February 12, 2019 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Brian Stover; Town Planner Wendy Deats; Finance Director Steve Banks; Town Attorney Todd Moore; Assistant Town Administrator Caryn Miller and Town Clerk Jennifer Jones.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the January 8, 2019 Regular Meeting were presented

After discussion, Alderman Bell made a motion to approve the minutes of the January 8, 2019 regular meeting. The motion was seconded and approved by all.

Public Comments:

None.

Board Appointments:

Design Review Commission

Mrs. Deats recommended that the Board re-appoint Huntly Gordon and Kim Peterson to the Design Review Commission.

After discussion, Alderman Bell made a motion to re-appoint Huntly Gordon and Kim Peterson to the Design Review Commission. The motion was seconded and carried by all.

Board of Zoning Appeals - deferred until March meeting.

Presentation - Crosslin CPA's - Audit

Crosslin CPA's presented the annual audit to the Board of Mayor and Aldermen.

After discussion, Alderman Stover made a motion to accept the Audit as presented. The motion was seconded and approved by a vote of 4 to 1 with Alderman Dilks casting the dissenting vote

Unfinished Business:

- 1. Public Hearing and Second Reading of Ordinance 2018-014, an Ordinance of the Town of Thompson's Station, Tennessee to amend Sections 1.2.6 the Transect, 1.3 Definitions; and 4.5.2 General Transect Zone Restrictions in the Land Development Ordinance.**

Mrs. Deats reviewed her report and the Planning Commission recommends that the Board of Mayor and Aldermen hold a public hearing and adopt Ordinance 2018-014 incorporating these amendments with the proposed revisions to Section 1.2.6 (Transect) and 1.3 (Definitions).

The Mayor opened the floor for Public Comment. There being none, Public Comment was then closed.

After discussion, Alderman Dilks made a motion to approve Second Reading of Ordinance 2018-014, an Ordinance of the Town of Thompson’s Station, Tennessee to amend Sections 1.2.6 the Transect, 1.3 Definitions and for the Planning Commission to review 4.5.2 General Transect Zone Restrictions for alternatives. The motion was seconded and carried by all.

- 2. Public Hearing and Second Reading of Ordinance 2019-001, an Ordinance of the Town of Thompson’s Station, Tennessee to amend the Land Development Ordinance to revise Section 4.10.c addressing garage standards for single family residences and to amend Table 4.12 to increase the lot width within the D3 zoning district to 55 feet.**

The Mayor opened the floor for Public Comment.

Kevin Sturgill – Lennar Homes – Wanted clarification in the Ordinance as to what was meant by Construction Drawing approval. Town Attorney Moore clarified that “construction drawing approval” was a typo and should have read “preliminary plat approval”.

Public Comment was then closed.

After discussion, Alderman Bell made a motion to approve Second Reading of Ordinance 2019-001, an Ordinance of the Town of Thompson’s Station, Tennessee to amend the Land Development Ordinance to revised Section 4.10.c addressing garage standards for single family residences and to amend Table 4.12 to increase the lot width within the D3 zoning district to 55 feet, with the amendment that “with construction drawing approval” be replaced with “with preliminary plat approval”. The motion was seconded and carried by all.

- 3. Public Hearing and Second Reading of Ordinance 2019-002, An Ordinance to amend Title 18 of the Town of Thompson’s Station, Tennessee Municipal Code by establishing a Utilities Board to act as the Wastewater Board of the Town.**

The Mayor opened the floor for Public Comment. There being none, Public Comment was then closed.

After discussion, Alderman Bell made a motion to amend Ordinance 2019-002 with the new language as presented in Ordinance 2019-002A. The motion was seconded and carried by all.

Alderman Alexander then made a motion to approve second reading of Ordinance 2019-002, an Ordinance to amend Title 18 of the Town of Thompson’s Station,

Tennessee Municipal Code by establishing a Utilities Board. The motion was seconded and carried by all.

4. Resolution 2019-003, a Resolution of the Town of Thompson’s Station, Tennessee approving a Professional Services contract with Barge Design Solutions, Inc. for engineering services related to the repair of Cell#1 at the Regional Wastewater Facility.

Matthew Johnson with Barge Design Solutions came forward to answer any questions about the contract.

After discussion, Alderman Bell made a motion to approve Resolution 2019-003, a Resolution of the Town of Thompson’s Station, TN approving a Professional Services contract with Barge Design Solutions Inc for engineering services related to the repair of Cell#1 at the Regional Wastewater Facility.

A Prepared Statement was then read by Alderman Ben Dilks

Those BOMA members voting in favor of only repairing the boot in Cell 1 of our wastewater treatment plant are taking a reckless and irresponsible course of action. While this is the cheapest and fastest of options in the short term, it’s also the riskiest and most expensive in the medium to long term. I cannot understand the twisted logic of on the one hand arguing that only fixing the boot, despite having reason to believe that there are other problems with the cell, and then resuming treatment of up to 42 million gallons of sewage in Cell 1 is the right thing to do, but then on the other hand being so concerned about the structural condition of the cell to argue that no further repairs should be done and it should be decommissioned within two to three years, nearly three decades before the end of its estimated useful life. I’ve shown my fellow Board members the evidence that indicates more serious problems with Cell 1 such as the First Response report of ground water filling the lagoon as they were trying to drain it, an email from 2011 addressed to the Mayor that indicated that divers noticed what was likely a slow and continuous leak in the cell, and aerial photographs of dislodged aerators indicating that concrete blocks weighing hundreds of pounds have been dragged along the liner, likely damaging it. I’ve also shared my financial analysis of the wastewater fund over the next ten years should we choose to decommission our current treatment plant and build a new system. It’s not a pretty picture, as even in the most favorable scenarios, rate payers are \$5-10M poorer than if we were to properly repair our existing system, using it for the foreseeable future.

My recommendations to fully drain Cell 1, inspect it, and determine whether we should repair the existing liner or replace it with a new one have been ignored by Mayor Napier, Alderman Bell, and Alderman Stover, as well as their sewer advisory committee. They concluded many months ago that the boot fix was what they needed to do in order to keep real estate development booming and tried to further justify the quick fix by planning to abandon the existing plant. This was all decided with little or no financial analysis of the options and apparently based on engineering reports that Mayor Napier and Alderman Stover claim to have seen but despite being asked, have failed to share with the Board. Alderman Bell said he doesn’t believe any written reports exist but is instead relying on verbal reports of structural deficiencies that “scare the hell out of

(him)”, but evidently don’t concern him enough to fully inspect and repair the liner before filling cell 1 with over 175,000 tons of sewage. Alderman Stover stated that he “doesn’t trust (my) numbers” yet has provided no financial analysis of his own, instead apparently willing to rely on a clearly flawed, better late than never analysis performed by Town Staff in the past week.

For the sake of our Town and its residents, I hope my concerns about another catastrophic sewer system failure are never realized. I’m absolutely certain that fiscally speaking, the rate payers will end up absorbing the cost of the foolish decisions already made and yet to be made over the next few years. It’s just a matter of how long elected officials can hide the true cost of their actions and whether they can avoid an environmental and financial crisis in the meantime.

The motion was seconded and carried by a vote of 4 to 1 with Alderman Dilks casting the dissenting vote.

New Business:

5. First Reading of Ordinance 2019-003, an Ordinance to permit financial services to have a drive through in the Neighborhood Commercial (NC) district, limiting the location of the drive through to the east of Elliston Way and modify the parking standards for financial services.

Mrs. Deats reviewed her Staff report and based on the goals and policies within the General Plan to provide opportunities for a mix of land uses throughout the Town, the Planning Commission recommends that the Board of Mayor and Aldermen adopt an ordinance to:

1. Amend Table 4.19 – Use District Parking Requirements to require “financial services” to provide one space for every 200 square feet of building area and a vehicle queue (stacking) of four cars for the drive through.
2. Amend Section 4.9.5 to include:
 - e. Bank with Drive Through Locations. Drive-thru lanes are prohibited in the NC District except for Financial Services uses on commercial lots adjacent to a major arterial street. Financial Services (including banks) may have a maximum of three (3) drive-through lanes under one (1) canopy, including any drive-through ATM lanes. Each drive-through lane shall have a stacking area sufficient for four (4) vehicles clear of any drives or parking spaces.

After discussion, Alderman Alexander made a motion to approve First Reading of Ordinance 2019-003, an Ordinance to permit financial services to have a drive through in the Neighborhood Commercial (NC) district, limiting the location of the drive through to the east of Elliston Way and modify the parking standards for financial services with Staff recommended contingencies. The motion was seconded and carried by all.

6. Resolution 2019-006, a Resolution approving a contract with Barge Design Solutions, Inc., for engineering services related to the preparation of a major thoroughfare plan and to authorize the mayor to sign the contract.

Jonathan Smith with Barge Design Solutions, Inc., came forward to answer any questions.

After discussion, Alderman Stover made a motion to approve Resolution 2019-006, a Resolution approving a contract with Barge Design Solutions, Inc., for engineering services related to the preparation of a major thoroughfare plan and to authorize the Mayor to sign the contract. The motion was seconded and carried by all.

7. Resolution 2019-007, a Resolution approving a contract with Duncan & Associates for the preparation of an Impact Fee Study.

After discussion, Alderman Stover made a motion to approve Resolution 2019-007, a Resolution approve a contract with Duncan & Associates for the preparation of an impact fee study. The motion was seconded and carried by all.

8. First Reading of Ordinance 2019-004, which amends the annual Budget for FY beginning July 1, 2018 and ending June 30, 2019.

After discussion, Alderman Bell made a motion to approve First Reading of Ordinance 2019-004 which amends the annual budget for FY beginning July 1, 2018 and ending June 30, 2019. The motion was seconded and carried by all.

Adjourn

There being no further business, the meeting was adjourned at 8:56 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

March 3, 2019

Board of Mayor and Aldermen
c/o Mayor Corey Napier
1550 Thompson's Station Rd. West
Thompson's Station, TN 37179

Re: Letter of Interest - Utility Board

Dear Mayor Napier:

I am writing to you to express my interest in serving on the recently formed Utility Board. I believe my knowledge and experience in the wastewater and utility industries will be an asset to the board.

I am presently CEO of one of the largest wastewater companies in the Southeast. The companies for which I am responsible include (1) a wastewater design and engineering firm that also constructs wastewater systems; (2) a wastewater technology company that provides state of the art wastewater system monitoring technology to utilities across Tennessee (and other states), along with the parts and system component for wastewater plants; (3) a wastewater operations, and maintenance company which provides contract operations and maintenance services to local utilities and utility districts; and (4) four wastewater utilities providing service in Tennessee, Alabama, Kentucky, and Ohio – owning and operating/maintaining over 170 wastewater treatment facilities.

Prior to becoming CEO, I was the company's General Counsel which provided me with the opportunity to gain significant knowledge and experience on the legal side of the utility and regulatory fields.

Lastly, I have served as the Chairman of the ad hoc wastewater committee that was formed in early 2018 to work with Barge Solutions to evaluate the current wastewater system and make recommendations on how to move forward to resolve the issues facing the town related to the system. This board formalizes the role of the ad hoc committee and I would appreciate the opportunity to complete this important work.

It would be an honor to serve on the Utilities Board. I appreciate the opportunity to be considered for this position and welcome any questions the BOMA may have.

Sincerely,

Jeff Riden
2519 Tapestry St.
Thompson's Station, TN 37179
615-414-3524
jeffriden@gmail.com

Mr. Brian Scott Stover
Alderman
Town of Thompsons Station
1550 Thompsons Station Road West
Thompsons Station, TN 37179

REF: Position on Waste Water Board

Mr. Stover,

Having served on the unofficial wastewater committee, I would like to express my interest in continuing to serve on the official Town commission. As a licensed architect, with over 35 years' experience, having dealt with municipalities, contractors and end users over that time, I think that I would be an asset to the new Waste Water Board and Town as a member of the Board.

I look forward to hearing from you when a decision has been taken. In the interim, if you need more information or have any questions please do not hesitate to contact me. My contact information is below. I have also attached my corporate resume for your use.

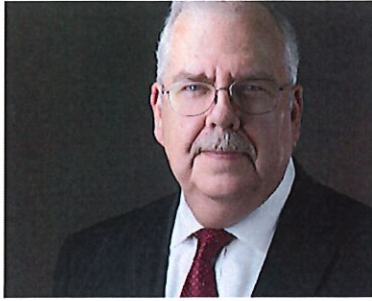
Best regards,

Charles F. Starck, RA, AIA

Digitally signed by Charles F. Starck, RA, AIA
DN: C=US, E=charles.starck@lendlease.com,
O=Lendlease, CN="Charles F. Starck, RA, AIA"
Reason: I am the author of this document
Date: 2019.03.07 12:09:03-06'00'

Charles F. Starck, RA, AIA

2101 Callaway Park Place
Thompsons Station, TN 37179
Home: 615-807-1321
Cell: 678-575-6260
Office: 615-324-7551



Charles F. Starck, RA, AIA

EDUCATION

Southern Technical Institute
Marietta, GA

Atlanta Area Technical School
Atlanta, GA

Cornell University
Graduate Certificate in Hotel Planning & Design

PROFESSIONAL ASSOCIATIONS

American Institute of Architects
Construction Specifications Institute
International Code Council
American Wood Council
Wood Utilization + Design Institute, Clemson University – Advisory Board Member

LICENSES & CERTIFICATIONS

Licensed Architect (all current):
Arizona, #42393
California, #C30340
Colorado, #ARC-306583
Idaho, #AR-984465
New York, #03-034383
Oklahoma, #5829
Texas, #19557
Washington, #8395
NCARB #139459

AWARDS

2014 Lend Lease DoD Employee Excellence Award for Excellence in Sustainability

**ROLES & RESPONSIBILITIES
SENIOR ARCHITECT - DESIGN MANAGER**

Charles is Senior Architect / Design Manager for the PM&C group of the Lendlease (US) Partnerships LLC business directly related to the Privatized Army Lodging (PAL) Program. He provides coordination, direction and design management to multiple architectural and engineering firms who provide services to the PAL program. His responsibilities include review of all design / construction documents for constructability, compliance with the client mandated scopes of work, building codes and third party review requirements. He is a subject matter expert in building codes, mass timber construction and accessibility issues.

He also serves as the design / technical lead for the LL Timber & Innovations Group who developed the first commercial cross laminated timber (CLT) structure to be built in the US at Redstone Arsenal, Huntsville, AL and are working on multiple mass timber projects within the program.

Charles is one of two representatives for Lendlease to the Advisory Board of the Wood Utilization + Design Institute at Clemson University. He has been a guest lecturer on Mass Timber at MIT School of Architecture and is currently giving talks on mass timber through the Clemson/ULI WUDI program.

He has been both a speaker and panel moderator at national conferences related to mass timber design / construction and is an acknowledged leader and expert in that field. He has been heavily involved in the research and design of mass timber structures to resist blast effects for DoD projects in association with several industry groups.

He is working on the modularization of key components and systems for the hotels in the PAL program. The objective is to provide more efficient, cost effective design for all projects in the portfolio.

PROFILE

Charles joined Lend Lease in 2010 and has over 35 years of design, design management, development and construction experience. He is an expert in managing design for privately owned facilities and for build-to-suit projects.

He has had wide ranging experience leading complex and integrated design teams in multiple locations across the US and Europe. He has successfully managed design efforts on highly complex projects with values of more than \$1 billion per project.

Prior to joining Lend Lease, Charles built a successful track record of leading design teams for a diverse group of industrial and commercial facilities including multi-family / mixed use, hospitality, industrial processing, distribution, research and commercial facilities. As a client oriented professional and part of senior management (including Director of Architecture) for several firms, he was actively involved in business development and presentations resulting in major contracts for those firms.

His experience in preparing facility planning and programming documents, preliminary design, final design, construction documents and construction project administration for complex private industrial and commercial projects brings significant value added to his clients.

SELECTED PROJECT HISTORY
Museum Place, Block C, Fort Worth, TX - 400,000 sf, 300 apartment mixed use urban development in the Museum District
Privatized Army Lodging (PAL) Program – New hotels and renovations of existing hotels on 42 Army installations nationwide (over 15,000 rooms)
Military Housing Privatization Initiative (MHPI), Fort Hood, TX - 232 single family unit Privatized Army Housing
Candlewood Suites, Joint Base San Antonio, San Antonio, TX – 310 room hotel
Celebration Hotel, Celebration, FL -110 room boutique hotel
Candlewood Suites, Ft. Huachuca, AZ – 242 room hotel
Hospitality Projects – over 85 hotels including Candlewood Suites, Holiday Inn Express, Cambria Suites, Hampton Inn, Aloft, Marriott, Hilton Garden Inn, Four Seasons, Staybridge Suites, Best Western and other major brands in multiple cities across the US.
Four Seasons Hotel, Philadelphia, PA – Renovation of 364 room hotel
Clay Lacy Aviation, Aircraft Hanger, King County Airport, Seattle, WA
Industrial distribution, food processing and cold storage facilities nationwide.

March 1, 2019

Mayor Corey Napier
1550 Thompsons Station Road
PO Box 100
Thompsons Station, TN 37179

Dear Mayor Napier:

I read in Wednesday's paper that the BOMA wishes to seat a utilities board to address the sewer issue that plagues our town. I am writing because I wish to be considered for a seat on that board. I have always believed that one should pay his civic rent in some fashion. You and I met at a public information meeting regarding Two Farms development about three years ago.

My qualifications for the position:

- 3 Year resident of Canterbury subdivision
- Served 4 years on the Frankfort, IL Planning Commission
- Served 15 years on the Collierville, TN Construction Appeals Board the last 2 years as Chairman
- Retired manufacturing manager and degreed Electrical Engineer.

Should you feel I could be of service for this board my contact Info is:

Kenneth Cooney
2104 English Garden Way
Thompsons Station, TN 37179
Tel: 901-304-6562
Email: kcooney733@gmail.com

Thank You for your consideration,

Ken Cooney

Thompsons Station Utility Commission

March 4, 2019

Good morning per a request I am forwarding to BOMA (Board of Mayor and Alderman) regarding my interest in continuing to serve upon the existing Utility Commission/Waste Water Board. I was asked by the mayor to serve on the board approximately six months or so ago as he knows that I care about Thompsons Station and my wanting to assist in any way that I can to the town. What I feel I bring to the table is what I like to call common sense. I have no problem bringing or asking questions for an explanation or develop a conversation. My thoughts are to listen to the topic and weigh in when asked or feel that further discussion needs be made. With this group I bring a sense of construction knowledge in regards to building not necessarily waste water treatment plants but multimillion dollar facilities. My current employment with the COF has taught me to have an understanding regarding the transformation of an idea to facilitation to the development of scope, design of a facility, other entities to whom to discuss the project with, develop a bid proposal, work through the bid process and contract award regarding governmental projects along with asking for time and date benchmarks. I do not personally know how to design a waste water treatment plant, but I feel I know how to old construction projects accountable in regard to the sites, structures etc. I would be interested to hold a two-year position with the commission but if there is a construction project going on after my time has expired I am happy to stay on to assist.

One last comment I respectfully ask that Jeff Riden be made a part of the commission. Jeff has the knowledge I feel of systems and would work possibly best for the town. He as well wants to see the town go in the right direction.

My Thanks. Brad Wilson



Bruce E. DiFrancisco PE

Senior Water/Wastewater Project Manager

Mr. DiFrancisco is a civil engineer and project manager with 30 years of experience, including study, design, and construction services for water and wastewater facilities in both the private and public utilities sector. He has extensive experience and specialization in water facility/system planning, design, and construction administration, with emphasis in quality control, membrane treatment, wellhead facilities, chemical systems, water pumping and booster stations, and distribution piping.

EDUCATION

Master of Engineering., Civil Engineering, University of South Florida (USF Tampa), 1993

Bachelor of Civil Engineering, Cleveland State University, 1988

REGISTRATIONS

Professional Engineer in Tennessee, Ohio, Pennsylvania, Arizona and Nevada

PROFESSIONAL MEMBERSHIPS

AWWA, WEF, KY/TN Memberships in both Organizations

INDUSTRY TENURE

28 years

HDR TENURE

1 years

OFFICE LOCATION

Brentwood, TN

PUBLICATIONS

MOP 8, Vol 6, Chapter 19, "Biosolids Storage and Transport"

RELEVANT EXPERIENCE

Projects / Responsibilities with HDR:

Quality Management System (QMS) Tennessee Liaison HDR

Tennessee Operations Assisting regional QMS director with maintaining and implementing the QMS system in HDR's Tennessee Operations. Duties include working to maintain the quality tracking sheets, being available as a resource to staff to assist with quality procedures, attendance at Project Review meetings, and other functions as required.

Nashville Metro Water & Sewer, Nashville/8th Avenue Reservoir

Nashville, Davidson, Tennessee Provided design assistance for reconfiguration of 130 year old, National Register of Historic Places reservoir. Subconsultant coordination, design review, client coordination, and oversight of specification preparation were specific tasks performed. Design includes construction of a new concrete reservoir within the existing walls of the current reservoir and a new on-site chlorination system to replace the existing gas system. Significant architectural rehabilitation and increased site functionality are key project drivers.

Role: Project Engineer

Harpeth Valley Utilities District Projects *West Davidson and Williamson Counties, TN* Project manager for three projects in the HVUD system:

1. **Natchez Trace Meter Vault Replacement.** Design of a new meter vault and valving system to replace aging infrastructure in the water distribution system. Coordination with client's wholesale end user and client's operations staff required;

- construction is to be performed by internal forces.
2. **Johnson Chapel Tank Improvements.** Study to determine sizing and location of new water storage tank to serve a growing population base. Tank to be sited on existing land parcel that is primarily a hillside and study re-direction during project execution (large volume service request by bulk customer invalidated the conclusions in the current water model) are project drivers.
 3. **48" East Transmission Main.** Fast track design / CMAR project, based on the need to be able to provide the water requested by the bulk water customer noted above. Project consists of approximately 13,000 feet of 48" water line placed within properties of well-to-do customers, which is a big project driver. Full slate of services provided, including archaeology/historical/cultural review, geotech investigation, ecology/environmental investigation, and ground survey included. Project must be designed, approved, installed and in service in 18 months. ARAP, SWPPP, and all other project permitting activities were personally performed.

City of Chattanooga, Gravity Thickener System Rehabilitation

Chattanooga, Hamilton, Tennessee Project manager for design of rehabilitation improvements to entire gravity thickener system. Concrete repair, sludge pump replacement, architectural, structural, HVAC and EI&C improvements were all included. Project schedule included BOD and design to 100% in 4 months to meet client mandate for submission to state SRF committee. Schedule met. Significant coordination with plant staff and internal team required to meet schedule. Will play active role in CA of project, which begins in June 2018.

Role: Project Manager

Tennessee American Water Company, Citico Water Treatment

Plant, Filter Building No. 3 Demolition *Chattanooga, Hamilton, Tennessee* Project QC resource for design of contract package for demolition of abandoned filter building. Building is within 10 feet of an active filter building and new disinfection system building will be built within the demolished building footprint and with use of existing building foundation, so considerable engineering thought was required to make the project viable.

Role: QC Resource

Tennessee American Water Company, Citico Water Treatment

Plant, Disinfection System Conversion Project *Chattanooga, Hamilton, Tennessee* Process Design Manager for disinfection system conversion project (gas Chlorine to 12.5% liquid Sodium Hypochlorite). Work includes bulk storage and day tank storage

calculations, design of storage tank room dimensions and piping and valve configurations, bulk-tank-to-day-tank transfer pump design (push to operate, 15 minute max cycle), and feed pump, pipe and valving design and pump room layout.

Role: Design Engineer

Clarksville Gas & Water Department, Clarksville, TN, Utility Relocation On Call *Clarksville, Montgomery, Tennessee*

Provided design services for multiple utility relocation projects associated with road projects. Water and sewer line relocations, as well as a sewage lift station relocation, were included in the work. Work must conform to TDOT standards.

Role: Project Engineer

NON-HDR EXPERIENCE

CA Services, Springwells WTP Filter Upgrade Project, DWSD, Detroit, Michigan. Provided Construction Administration services for a filter upgrade project. Duties included submittal review, addressing RFIs and RFCs, and construction meeting attendance. Assumed role after construction had started and integrated successfully into the established Owner/Contractor/Engineer team framework.

O&M Manual, Gravity Thickener Improvements, Northeast Ohio Regional Sewer District, Cleveland, Ohio

Mr. DiFrancisco prepared the O&M manual for the gravity thickening facility. Mr. DiFrancisco blended existing information with O&M data from the new equipment installed as part of the facility improvements to create a comprehensive facility O&M manual.

Role: Task Manager

Biosolids Handling Facility Improvements Design, Southerly Wastewater Treatment Center, Cleveland, Ohio

Mr. DiFrancisco was the construction administrator for the biosolids handling facility portion of the Northeast Ohio Regional Sewer District's Renewable Energy Facility project. The project also included new biosolids incinerators, which were administered by another consultant. Duties included review of shop drawings, RFI response, meeting attendance as required, site visits, punch list creation, and providing solutions to field issues as they arose. Mr. DiFrancisco was the primary contact for the project and worked directly with both the other project consultants and with sewer district staff.

Role: Construction Administrator

Gravity Thickener Improvements, Southerly Wastewater Treatment Center, Cleveland, Ohio

For the Northeast Ohio Regional Sewer District, Mr. DiFrancisco

served as CDM Smith internal project manager for design of improvements to the plant gravity thickeners. Project components included rehabilitation of clarifier mechanisms in six waste activated sludge (WAS) storage tanks, replacement of existing piston pumps with double diaphragm pumps, WAS valve and pipe replacement, rehabilitation of skimmings in-tank collection system, storage tank, valves, skimmings pump replacement, and electrical improvements.
Role: Deputy Project Manager

Central WWTP RFP, Metro Water Services, Nashville, Tennessee
As part of CDM Smith's role as program management consultant, Mr. DiFrancisco created the request for proposal (RFP) for the Central Wastewater Treatment Plant's (WWTP) Capacity Improvements and CSO Reduction Project. The project consists of plant-wide mechanical system improvements that will increase plant treatment capacity with little or no additional tankage. The project also consists of providing additional CSO treatment capacity by using existing, but currently unused, tankage to provide additional equivalent primary treatment. Mr. DiFrancisco researched the project, coordinated multiple discipline managers by receiving discipline-specific input on project needs, and crafted a Scope of Work for the project that was input into Metro's procurement program.
Role: Task Manager

LAK 44 Auburn-Crile Connector Road, Concord Township, Ohio
Due to a transitioning transportation management staff in the Cleveland office, Mr. DiFrancisco assumed project management duties for this project approximately 4 weeks prior to the Stage 3 submittal for the project. The project consists of roadway improvements that serve two purposes for Concord Township: (1) improve safety at the intersection of SR 44 and Auburn Road and construct an extension to Capital Parkway that will open up both SR 44 frontage roads to development, including Concord Township's Town Center vision for Auburn Road and Capital Parkway. Mr. DiFrancisco's collaborative skills allowed him to manage the technical staff in such a way that the staff could recover schedule prior to the Stage 3 submittal and maintain schedule for the remainder of the project, while improving project quality. Mr. DiFrancisco also designed water and sewer line improvements on the project.
Role: Project Manager

Long Term Control Plan Technology Alternatives, Paducah, Kentucky
For the Paducah Joint Sewer Authority (JSA), Mr. DiFrancisco was the task manager for evaluating CSO treatment technologies at 7 outfall locations in Paducah, Kentucky. Alternatives evaluated were sewer separation (work performed by other team members, but text included within the report information prepared by Mr. DiFrancisco),

on-site storage prior to pumping to offsite treatment, pumping directly to offsite treatment, screening, screening followed by disinfection, high rate treatment, and high rate treatment followed by disinfection. Mr. DiFrancisco also analyzed the impact of CSO flows on the city's water plant intake and reviewed possible alternatives.

Role: Task Manager

**Morgan Water Treatment Plant Chemical Feed Improvements,
Cleveland, Ohio**

Mr. DiFrancisco served as a quality control engineer for a portion of the project. He provided project oversight and quality control review of chemical conversion design in the existing lime silo building.

Role: Quality Control Engineer

**O'Fallon Water and Sewer System Capital Improvement Plan and
System Assessment, O'Fallon Illinois**

As part of the team assisting United Water with their offer to lease or purchase the water and sewer systems of O'Fallon, Illinois, Mr. DiFrancisco assessed the water system physical plant and created a 40 year water system capital improvement plan. Input from United Water and O'Fallon operation staff, review of O'Fallon records and operating standards, and a site visit to assess physical plant conditions were included. Mr. DiFrancisco also provided assistance to the wastewater capital plan task manager.

Role: Task Manager

**Richard S. Wasielewski Water Treatment Plant, Membrane Filter
Conversion, Pennsylvania**

Mr. DiFrancisco was the construction administrator for the largest membrane filtration conversion project in the United States at the time construction started. The project consisted of filter bay conversion from sand filters to membrane filters, replacement of gaseous chlorine disinfection system with liquid sodium hypochlorite disinfection system, addition of finished water storage, upgrading of existing pretreatment facilities, addition of microstrainer pretreatment units, plant pump station improvements, and architectural and electrical upgrades. Services Mr. DiFrancisco provided included support for the project RPR, oversight of 4 independent construction contracts, shop drawing and RFI review coordination and direct review, preparation of project field orders and requests for proposals, review of contractor change orders and preparation of project change order paperwork, site visits, leading a monthly construction progress meeting, remote attendance at weekly construction meetings run by the RPR, coordination with the client and the membrane supplier, punch list generation, and formal administration of project milestones and contracts.

Role: Construction Administrator

Savanna Street WWTP Composite Correction Plan, Jackson, MS

For Jackson MS, was project manager for preparation of the Composite Correction Plan (CCP) as part of Jackson's Consent Decree compliance. The composite correction plan builds off previously-approved plans to analyze alternatives and provide recommendations for plant improvements to meet Consent Decree and potential future regulatory requirements. The CCP will serve as a basis of design report and, once approved, will be the foundation for the WWTP improvement program.

Role: Project Manager

Wastewater Treatment Plant Improvements, Avon Lake, Ohio.

As a quality control/TRC engineer, Mr. DiFrancisco provided comprehensive quality control review for 90 percent contract drawings.

Role: Quality Control Engineer

Woodmere South Collection System Evaluation, Jefferson Parish, LA

For Jefferson Parish and in conjunction with New Orleans office staff, was project manager for a collection system evaluation in Woodmere, LA. Project included sewer cleaning and CCTV, lift station drawdown testing, lift station evaluation, system capacity analysis, and recommendations for system improvements.

Role: Project Manager

Biosolids Handling Facility Improvements Design, Southerly Wastewater Treatment Center, Cleveland, Ohio

For the Northeast Ohio Regional Sewer District, Mr. DiFrancisco provided quality control review for 90 percent contract document package for biosolids handling facility improvements. As a project engineer, he created control descriptions for seven operating systems and coordinated with the prime consultant on controls issues and P&ID creation and implementation.

Role: Technical Reviewer/Project Engineer

Waterman Wash Design Concept Report and Preliminary Design, Goodyear, Arizona

For a private client, Mr. DiFrancisco managed a design concept report and preliminary design of a water reclamation facility for a new residential development. The project entailed preparing a design concept report acceptable for submission to the Arizona Department of Environmental Quality for the Aquifer Protection Permit Application. The report provides an evaluation of wastewater treatment and reclaimed water alternatives, choosing BADCT processes that best serve the needs of the development and the City of Goodyear. A

unique element of this study includes phasing of the facility with future conversion of processes (SBR to CAS or MBR plant).

Role: Project Manager

Lift Station 73 Design, Glendale Stadium Project, Phoenix, Arizona

As project manager, Mr. DiFrancisco designed and permitted for a sewage lift station for the Glendale Spring Training Complex. Based on prior City of Phoenix lift station experience, he oversaw and helped develop a new operational practice utilizing jockey pumps backed by full flow pumps to handle the wide variation of flow anticipated at the station. The complex is mixed use development highlighted by the spring training facility for the Los Angeles Dodgers and Chicago White Sox.

Role: Project Manager

Lift Station 56 Assessment and Upgrades, Phoenix, Arizona

For the City of Phoenix, Mr. DiFrancisco managed a needs assessment of Lift Station 56, followed by detailed design of needs. The station underwent a complete electrical overhaul, relocation of odor control system components, security and computer, corresponded with new city standards for these elements, and new pumps.

Role: Project Manager

Lift Station Capacity Study, Phoenix, Arizona

Mr. DiFrancisco was a QA/QC resource for a system-wide evaluation of the City of Phoenix wastewater lift station capacity, which included 23 lift stations. Influent sewer line flow capacity, wet well storage volume, and effluent force main flow capacity was calculated and compared to flow projections from the City's wastewater master plan to determine if pipes and wet wells were sufficiently sized for current and future demands.

Role: Quality Control

Golden Valley Ranch Interim Wastewater Treatment Plant (WWTP), Golden Valley, Arizona

For Rhodes Homes Arizona, Mr. DiFrancisco managed preliminary and final design of an interim WWTP for development west of Kingman, AZ. Tasks included design report to analyze and select technology to be used, detailed design of the plant, procurement processes for various equipment, and the following permits: 208 Plan Amendment, APP, AZPDES Discharge, Reuse Permit, and Mohave County Building Permit.

Role: Project Manager

Preliminary Design Report for Kingman 7600/Peacock Vistas, Kingman, Arizona

As project lead for the creation of a preliminary design report of the wastewater physical plant for the Kingman 7660 (later named Peacock Vistas) for Rhodes Homes Arizona, Mr. DiFrancisco reviewed available wastewater treatment alternatives to provide detailed analysis to select a preferred alternative. The report included system components to the selected alternative plant and permitting overview.

Role: Project Lead

Lift Station Optimization Study, Phoenix, Arizona

Mr. DiFrancisco was project team leader for mechanical evaluation of 23 wastewater lift stations for the City of Phoenix. The study included field evaluation of mechanical systems, inspection of record data, and assessment of system priorities as well as individual station priorities. Mr. DiFrancisco also wrote the scope of services for six system-wide priority projects.

Role: Project Team Leader

Wastewater Treatment Plant Needs Analysis, Queen Creek, Arizona

In a detailed report presented to the Town of Queen Creek, Mr. DiFrancisco compared participation of the existing regional WWTP with two neighboring areas, Gilbert and Chandler, for recommendations to construct their own facility. The report included information on escalating costs of the existing regional facility versus the costs of construction and use of a standalone facility, as well as addressing issues of liability.

Role:

Estrella Lift Station and Force Main Preliminary Design Phoenix, Arizona

Mr. DiFrancisco managed the preliminary design of the city's largest pump station and approximately 2 ½ miles of triple barrel force mains. The pump station will serve southwestern sections of Phoenix and will consolidate pump stations on the far west side of the City into one location. Trench style wet well was used.

Role: Project Manager

Project Manager, Sun City West Water Reclamation Facility NDN Modification; Glendale Stadium Project, Phoenix, Arizona

Mr. DiFrancisco managed a process conversion to achieve proper water reclamation facility (WRF) denitrification, as well as worked to develop a teaming framework to maximize performance of an originally substandard design.

Role: Project Manager

Sun City West Water Reclamation Facility Plant Expansion, Sun City West, Arizona

For the Arizona-American Water Company (AAWC), Mr. DiFrancisco served as department manager during design and initial construction of the Sun City West WRF Expansion from 3.14 mgd to 5.0 mgd. Tasks including guiding the AAWC project manager through design and continued hands on approach through initial construction. He also provided QA/QC when available to do so.

Role: Department Manager

Anthem Wastewater Treatment Plant, Phases 2 (new plant, 1.5 mgd) and 3 (1.5 to 3.0 mgd), Anthem, Arizona

For Citizens Utilities/AAWC, as department manager Mr. DiFrancisco oversaw design and construction of a biological treatment/membrane filtration WWTP. He provided instruction to the project manager when needed, including QA/QC.

Role: Department Manager

Verrado Wastewater Treatment Plant, Buckeye, Arizona

As department manager, Mr. DiFrancisco oversaw the AAWC project manager on developer-driven design of a sequence batch reactor (SBR) WWTP for the premiere West Phoenix Valley Development. He provided significant drawing and specification QA/QC and hands on guidance, as well as participated in project review meetings with consultant and developer.

Role: Department Manager

Youngtown Lift Station Rehabilitation/Conversion, Youngtown, Arizona

For Citizens Utilities, Mr. DiFrancisco managed initial design of an S&L package wetwell/drywell lift station to a wetwell only, submersible sewage pump lift station. He later transitioned to department manager for construction of said design.

Role: Project Manager

Russell Ranch Sewage Treatment Plant, Maricopa County, Arizona

As department manager for Citizens Utilities/AAWA, Mr. DiFrancisco was responsible for project management and project oversight services for a developer-driven, 60,000 gpd Ashbrook WWTP.

Role: Department Manager

Manager, 99th Avenue Interceptor Study, Sun City, Arizona

For Citizens Utilities/AAWA, Mr. DiFrancisco conducted a study of a primary raw sewage collection line in Sun City, which revealed that

repairs of an interceptor were required.

Role: Department Manager

Agua Fria Ranch Lift Station, Youngstown, Arizona

Mr. DiFrancisco managed a developer driven lift station project.

Consultant education with AAWC lift station standards was required, as well as significant QA/QC.

Role: Project Manager

Arizona Gateway WWTP, Mohave County, Arizona

Mr. DiFrancisco served as department manager for a developer-driven wastewater plant at the junction of I-40 and US 95 north of Lake Havasu City, as well as maintaining quality control of product over the project, for AAWC.

Role: Department Manager

Pima Road Trunk Sewer Design; Deer Valley Alignment to Beardsley Alignment, Scottsdale, Arizona

For the City of Scottsdale, Mr. DiFrancisco managed the design of a 1 mile segment of the Pima Road Trunk Sewer, with intended outlet at the Scottsdale Water Campus.

Role: Project Manager

Globe Prison WWTP Expansion, Phoenix, Arizona

For the Arizona Department of Administration, Mr. DiFrancisco served as the initial project manager for design improvements to the Globe Minimum Security Prison. The project was designed to replace mechanical system with primary treatment/wetlands treatment system.

Role: Project Manager

Nut Island Headworks Improvements, Boston, Massachusetts

For the Massachusetts Water Resources Authority, Mr. DiFrancisco worked on portions of the conversion of the Nut Island headworks from a partial secondary/discharge to Boston Harbor Facility to a full primary/discharge to the Deer Island WWTP facility. Designs included temporary odor control system and granular activated carbon (GAC) transfer system. GAC system was below ground and required specialized design to transfer material from the surface through hoppers to the underground storage facility.

Role: Project Engineer

Pump Station Rehabilitation, Detroit, Michigan.

For the City of Detroit, Mr. DiFrancisco worked on rehabilitation of the Fairview Pump Station, an 80 plus year old sewage pump station.

Tasks included complete, phased wetwell rehabilitation and pump

replacement, as well as flow diversion techniques required during wetwell rehabilitation.

Role: Project Engineer

South County WWTP Effluent Pipeline/Dechlorination Facility, Tampa, Florida

For Hillsborough County, Mr. DiFrancisco was project engineer for design of 4+ mile effluent pipeline and dechlorination station. He worked on various elements of pipeline alignment, design, and dechlorination chemical storage and feed facility discharging into the Tampa Bay.

Role: Project Engineer

WWTP Improvements, Florida Power Corporation

At seven sites throughout Florida, Mr. DiFrancisco was responsible for a design report outlining improvements to Florida Power's industrial pretreatment WWTPs throughout the state of Florida. Sites included coal and natural gas fired plants, as well as the Crystal River nuclear power plant.

Role: Project Engineer

Wastewater Lift Station Design, Texas Municipality, Texas

Mr. DiFrancisco was a project engineer for hydraulic analysis and pump selection for a wastewater lift station in Texas.

Role: Project Engineer

Sludge Transport Analysis, Valrico Area, Hillsborough County, Florida

As engineer for Hillsborough County, Mr. DiFrancisco completed an analysis of sludge transport alternatives for a WWTP expansion. Alternatives reviewed included raw and thickened liquids and compressed and incinerated solids.

Role: Project Engineer

Cost Opinion, Valrico Area, Hillsborough County, Florida

As project engineer Mr. DiFrancisco was responsible for a comparative cost analysis of wastewater treatment alternatives for a planned WWTP expansion.

Role: Project Engineer

Los Angeles County and Clark County, California and Las Vegas, Nevada

Mr. DiFrancisco conducted a review of complex piping arrangements for the Hyperion WWTP in Los Angeles and various mechanical elements of a Clark County WWTP expansion in Las Vegas.

Role: Shop Drawing Review

Anthem Water Campus, Phase 1, Anthem, Arizona.

For Citizens Utilities, Mr. DiFrancisco assumed the position of project manager to complete an off-schedule project on time. He worked through over 600 punch list/ scope deviation items after substantial completion, reaching successful resolution on over 90 percent of issues.

Role: Project Manager

Zones 1, 1A, and 2 Infrastructure Improvements, Phoenix, Arizona

As project manager for Work Package 1 for the City of Phoenix, Mr. DiFrancisco oversaw the creation of a new pressure zone for east Phoenix. Tasks included stalling over 11 miles of transmission main, connecting to three existing booster pump stations and building a fourth station, providing improvements to the centralized storage and pumping facility, and connecting new water services to the new zone piping. Work Package 1 consists of over three miles of 36 and 16 inch transmission main in major arterial, minor arterial and collector streets in a well established east Phoenix neighborhood.

Role: Project Manager

Task Manager, McCullough Lateral Alignment Study, Southern Nevada Water Authority, Las Vegas, Nevada

Mr. DiFrancisco was task manager for an alignment study for over 24 miles of large diameter potable water transmission main to serve the South Las Vegas Valley. His responsibilities consisted of complete utility coordination along reselected pipeline route alternatives, structuring of the final report and preparing the first draft of the final report.

Role: Task Manager

Deem Hills 42 inch' Water Line Extension, Phoenix, Arizona

For the City of Phoenix, Mr. DiFrancisco managed the preliminary design update of a spur transmission line off the Lake Pleasant Water Line. The project consisted of defining the property owners along the alignment, preparing legal descriptions and graphics for the properties in question, meeting agency technical requirements for property acquisition, and forwarding the concept design to 30 percent level.

Role: Project Manager

Lake Pleasant Water Transmission Main (CM at Risk Project), Phoenix, Arizona

For the City of Phoenix, Mr. DiFrancisco managed the detailed design and construction administration services for a 78 inch steel water transmission main and ancillary facilities. Tasks included steel pipe design that set the standard for current and future City water line

projects, design of 8 inch raw sewage forcemain and dual 4" fiber optic lines, design accommodation for future 78 inch transmission main and 12" and 16" distribution mains within the corridor, 1,700 ft tunnel design oversight (actual tunnel design performed by specialty subconsultant), and coordination with 11 different federal, state and local regulatory agencies and special interest groups. The project won three awards - APWA Arizona Section Honor Award, 2007; Southwest Contractors Award, projects > \$10 M, 2007; and AWPCA Project Award, 2006.

Role: Project Engineer/Project Manager

Dysart Road Water Line, Van Buren to Western, Avondale, Arizona

For the City of Avondale, Mr. DiFrancisco managed the design of a 12 inch water line in a 1-mile stretch of urban roadway in Avondale. The new line replaced the existing 6 inch line. Design elements included connection to all existing distribution system branches, reconnection of all water services, and tie-in to mains in the intersections of Van Buren and Western Avenues. Traffic control at adjacent high school was high priority.

Role: Project Manager

Tubac Well Site Improvements/Arsenic Treatment, Tubac, Arizona

For Arizona American Water, Mr. DiFrancisco managed design of a well site upgrade and conversion project. The existing "direct feed to system" well site was converted to an Arsenic treatment facility, with subsequent storage and booster station. Design elements included recalculation of well hydraulics to determine if the existing pump could be converted from direct to system well to low head well, addition of storage tanks and booster pumps to extremely tight site, and coordination with the Arsenic equipment manufacturer concerning site layout, and hydraulics.

Role: Project Manager

Anthem Upper Reservoir Expansion, Anthem, Arizona

For the Arizona-American Water Company, Mr. DiFrancisco managed the design of a 1.7 mgd buried concrete reservoir for the Anthem water system. Design elements included design of cast-in-place concrete tank, installation of owner supplied water mixing system, site piping including installation of system security enhancements, and site beautification work. Coordination with local residents was included (area was upscale). Subsequent construction administration services also provided.

Role: Project Manager

Lake Havasu Plant 9/Well 4 Improvements, Lake Havasu, Arizona

For the Arizona-American Water Company, Mr. DiFrancisco managed the design of well, storage and booster improvements to existing well, storage and booster site. Design elements included replacement of existing booster station with new booster station, design of new storage tank, site piping and chlorination system upgrades, and design accommodation for future arsenic treatment system. Limited construction administration system also provided.

Role: Project Manager

Sun City Grand Water System, Arizona

For Citizens Utilities/Arizona-American Water Company, Mr. DiFrancisco was project manager/department manager for a developer-driven water system. He was project manager for Booster Station No. 1 and drilling and equipping of Wells 1 and 2 and department manager for Booster Station No. 2, equipping of Wells 5 and 6 and drilling and equipping of Well 3 and the Bell West Ranch Well. He developed standard booster station and well templates from this work, as well as a superior working relationship with the developer.

Role: Project/ Department Manager

Sun Village Water System, Surprise, Arizona

For Citizens Utilities, Mr. DiFrancisco served as project/ department manager for the Sun Village water system. A booster station expansion replaced the existing centrifugal pump, above ground storage system with vertical turbine can pumps, and partially buried concrete station on a severely restricted site. Noise abatement was a key issue at the site due to close proximity of residents. Three additional wells were added to feed this site.

Role: Project/ Department Manager

Clearwater Farms Booster Station Expansion, Maricopa County, Arizona

For Citizens Utilities/Arizona-American Water Company, Mr. DiFrancisco was department manager for design and initiation of construction for expansion of the Clearwater Farms Booster Station. The existing booster station was completely replaced with partially buried storage, and significantly increased pumping capacity and site security. Adjacent residential occupancy placed a premium on public information and project buy-in.

Role: Department Manager

City of Surprise Water System, Surprise, Arizona

For Citizens Utilities/Arizona-American Water Company, Mr. DiFrancisco was the engineering contact for the company's operations contract with the city. He reviewed contract documents,

provided construction inspection services, and assisted in developing city water system standards.

Role:

System-wide Arsenic Remediation, various sites throughout Arizona

For the Arizona-American Water Company, Mr. DiFrancisco managed a statewide Arsenic remediation project, and developed a team to perform preliminary design work at five sites in Arizona. Planning of the Arizona work was guided locally, and project scope was developed by all team members, including water quality, through the Arizona PM.

Role: Project Manager

Sun City/Sun City West Comprehensive Well Study, Sun City, Arizona

Mr. DiFrancisco was department manager for a well study for the Arizona-American Water Company. He worked closely with the AAWC project manager, at his request, to provide complete QA/QC on the study. He wrote significant portions of the study with the PM. The study provided a 75 year life-cycle review of the well field.

Role: Department Manager

Anthem Upper Zone Pump Station (UZPS), Anthem, Arizona

For Citizens Utilities, Mr. DiFrancisco was department manager for construction of an expansion to the Anthem UZPS. Station consists of 3.4 million gallons of buried concrete storage, pumps for movement of water to higher pressure zones, and hydropneumatic tanks for pressure equalization and surge protection. The station is built in a residential neighborhood, and the entire mechanical system is enclosed in a "false shell" housing enclosure.

Role: Department Manager

Anthem Well Field, Anthem, Arizona

For Citizens Utilities/Arizona-American Water Company, Mr. DiFrancisco managed development of this well field meant to provide backup and peaking supply to the Anthem community; the main source of supply is CAP surface water. Unique challenges in water quality, formation variances and capacity greater than expectations all contributed to project complexity.

Role: Department Manager

Sun City/Youngtown System Interconnect Study and Implementation, Sun City, Arizona

Mr. DiFrancisco managed the development of a computer model to describe impacts of combination of the Sun City water system and the

Youngtown water system for Citizens Utilities. The study also reviewed intangible impacts of reverse flow in Youngtown pipes, Youngtown distribution pipe sizing issues and mothballing of antiquated Youngtown system equipment. System PRV interconnects were installed to minimize negative impact of Youngtown pressure increase to Youngtown residential plumbing.

Role: Project Manager

Sun City Well 4C Installation, Sun City, Arizona

For Citizens Utilities, Mr. DiFrancisco was department manager for installation of a new potable water well. The original hole was drilled in the 1970s, but inspection in 1998 revealed casing damage due to local geotechnical instability. Attempt to repair well resulted in casing collapse; thus, a new well had to be drilled.

Role: Department Manager

Well 31D Transmission Line; Citizens Utilities, Sun City, Arizona

For Citizens Utilities, Mr. DiFrancisco was responsible for design and construction oversight of approximately 7,000 feet of raw water transmission line connecting a direct-feed-to-system well to a storage tank. The well produced air which caused system problems. Telemetry was included in the project.

Role: Project Manager

175th Avenue Line Extension, Maricopa County, Arizona

For Citizens Utilities, Mr. DiFrancisco was design engineer for approximately 600 ft of distribution line extension. The line was provided to provide water service in accordance with ACC regulations.

Role: Design Engineer

Garrett Well Investigation and Purchase, Tubac, Arizona

For Citizens Utilities, Mr. DiFrancisco managed the investigation of an existing water well. The project consisted of test-pumping the well, reviewing well data on quantity and quality, organizing water quality testing and making recommendations for purchase.

Role: Project Manager

**Arizona Gateway Water Supply Facilities, Mohave County
Arizona**

For Arizona-American Water Company, Mr. DiFrancisco was department manager for a developer-driven water supply project at the junction of I-40 and US 95 north of Lake Havasu City. He fought for the quality of the constructed product which improved the standard of the product significantly.

Role: Department Manager

Plant 8 Expansion, Lake Havasu City, Arizona

For the Arizona-American Water Company, Mr. DiFrancisco was department manager for expansion of an existing booster station to serve an expanded service area. The existing station was expanded to serve a second pressure zone with new pumps, storage and a new well.

Role: Department Manager

24-1 System Evaluation, Bullhead City, Arizona

For the Arizona-American Water Company, Mr. DiFrancisco was department manager for system evaluation of an isolated service area in Bullhead City. He maintained an active role through preliminary system investigation. AAWC's Bullhead City service area is fragmented due to patchwork development, and the 24-1 service area includes Bullhead City's medical facilities served only by a single well.

Role: Department Manager

Beck's Run Pump Station Improvements, Pittsburgh, Pennsylvania

For the Pennsylvania American Water Company, Mr. DiFrancisco was project engineer for surge protection improvements to the raw water booster station. Pumps pulled water from the river source and pumped up to the treatment plant, but surge had caused significant damage to the station.

Role: Project Engineer

Booster Station Rehabilitation and Upgrade, Youngstown, Ohio

For the Ohio Water Service Company, Mr. DiFrancisco was project engineer for complete mechanical system rehabilitation and upgrade of the existing booster station. New pumps, piping, architectural and security improvements were required without taking the pumps out of service.

Role: Project Engineer

Cost Opinion for Crown Water Treatment Plant (WTP) Expansion, Cleveland, Ohio

For the Cleveland Water Department, Mr. DiFrancisco was project engineer working in concert with a special City subconsultant to prepare cost opinion for the \$90 million Crown WTP expansion. The Cost Opinion was within .5% of low bid.

Role: Project Engineer

Linear Wellfield Design, Pinellas County, Florida

For the West Coast Regional Water Supply Authority, Mr. DiFrancisco was project engineer focusing on mechanical systems design of a linear well field. Pump specification and selection was the main

design element, but he assisted in pipeline and electrical specifications as well.

Role: Project Engineer

Temporary and Permanent Odor Control, Nut Island Headworks, Boston, Massachusetts

For the Massachusetts Water Resources Authority, Mr. DiFrancisco was project engineer for design of temporary wet scrubber odor control and permanent two-stage wet scrubber odor control as part of the conversion of the Nut Island WWTP headworks. This facility serves as a primary treatment facility that feeds the Deer Island WWTP in Boston Harbor.

Role: Project Engineer

Odor Control Design, South County WWTP, Tampa, Florida

Mr. DiFrancisco was project engineer for the design of a two-stage wet scrubber and biofilter odor control system for expansion of the WWTP for Hillsborough County. The wet scrubber was the first stage of the odor control system; biofilter was polishing filter.

Role: Project Engineer

System Wide Backflow Preventer Installation, Phoenix Arizona

For Citizen Utilities, Mr. DiFrancisco was responsible for procurement and installation of backflow preventers at all facilities in the Phoenix metro area. The project required bringing Citizens into compliance with its own potable water system protection standards regarding cross contamination.

Role: Project Manager

Post 9/11 Water System Security Project, Various Sites in Arizona

Mr. DiFrancisco was responsible for implementing a \$1.3 million system-wide security improvements for the Arizona-American Water Company. The project was part of AAWC's corporate effort to improve water system security in response to terrorist attacks of 9/11/2001. Storage tank appurtenances were added throughout the system – secure venting and valving on access points and no-climb ladders were installed.

Role: Department Manager

Water and Sewer Infrastructure Record Drawings, the Villas, Kingman, Arizona

For Rhodes Homes Arizona, Mr. DiFrancisco managed the construction of as-built and record drawing preparation of a residential subdivision. The prior consultant was terminated and the project was built without proper inspection. Site investigation and survey were required to verify location of water and sewer utilities.

Role: Project Manager

Landscape Improvements to Sun City West Booster Station 1, Sun City West, Arizona

For Citizens Utilities, Mr. DiFrancisco was responsible for design and installation of exterior landscaping to mitigate residential complaints of unsightly conditions at Sun City West Booster Station 1. Installation of a second steel storage tank at this site caused complaints, so citrus and pine trees were installed to address concerns.

Role: Project Engineer

Permitting for Solid Waste Transfer Station, Seminole County, Florida

Mr. DiFrancisco was responsible for permitting activity for a new solid waste transfer station in Seminole County.

Role: Project Engineer

Site Plan Development for Composting Facility, Private Client, Florida

Mr. DiFrancisco was responsible for site plan development of a composting facility in Florida. The facility was an open air, flat asphalt surface composting site; emphasis was on drainage and location of asphalt pads to optimize traffic flow.

Role: Project Engineer

Roadway Utility Locations, Various Locations in Arizona

For the Arizona-American Water Company, Mr. DiFrancisco was the professional engineer responsible for review, signing and sealing of utility location (potholing) calculations and drawings. He worked with field crews to verify accuracy of information prior to signature and completed approximately five projects.

Role: Engineer

Utility Relocations for Expressway Construction, Tampa, Florida

For the Hillsborough County Expressway Authority, Mr. DiFrancisco was project engineer for a water and wastewater utility relocation project. Construction of a new expressway in NW Hillsborough County required significant water and wastewater utility relocations.

Role: Project Engineer

Sun City West WRF NDN Project, Sun City West, Arizona

For Citizens Utilities, Mr. DiFrancisco was responsible for representing Citizens interests as part of a VE Team that completed a VE report to reduce the project cost from \$7.8 million to \$4.53 million.

Role: Team Member

Team Member, Various Projects, Citizens Utilities/AAWC, Arizona

Mr. DiFrancisco was responsible for continuous VE to projects within the Department. Specific VE reviews included the Gerardo WRF, the Sun City West WRF Expansion, Anthem infrastructure (water and wastewater), and numerous well and booster station projects.

Role: Team Member

Y2K Backup Power Preparedness Project, Phoenix, Arizona

Mr. DiFrancisco was project manager responsible for procurement and installation of manual transfer switches and rental generators at strategic sites in the Citizens Arizona water systems under the Y2K preparedness program. Switches remained in place after January 1, 2000 providing additional system redundancy at critical facilities.

Role: Project Manager

ORDINANCE NO. 2019-003

**AN ORDINANCE OF THE TOWN OF THOMPSON’S STATION, TENNESSEE TO
AMEND THE LAND DEVELOPMENT ORDINANCE TO PERMIT FINANCIAL
SERVICES TO HAVE A DRIVE-THROUGH IN THE NEIGHBORHOOD
COMMERCIAL (NC) DISTRICT LIMITING THE LOCATION OF DRIVE THROUGH
TO EAST OF ELLISTON WAY AND MODIFY THE PARKING STANDARDS FOR
FINANCIAL SERVICES**

WHEREAS, Town Staff and the Planning Commission is recommending changes to the text of the Town’s Land Development Ordinance (“LDO”) to allow drive-through lanes for financial services in the Neighborhood Commercial zone, subject to certain conditions; and

WHEREAS, the Planning Commission has reviewed these proposed changes and has recommended that the Board of Mayor and Aldermen adopted the amendments to LDO as proposed herein; and

WHEREAS, the Board of Mayor and Aldermen has reviewed the Land Development Ordinance and has determined, based upon the recommendations of staff, the Planning Commission and the record as a whole, that the proposed amendments are consistent with the General Plan, will not have a deleterious effect on the Town, make improvements to the LDO and are in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee, as follows:

Section 1. That the Town of Thompson’s Station’s Land Development Ordinance is hereby amended by adopting the changes as set out in Exhibit A attached hereto and incorporated herein by reference. After final passage, Town Staff is directed to incorporate these changes into an updated, codified Land Development Ordinance document and such document shall constitute the zoning ordinance of the Town.

Section 2. If any section or part of the Land Development Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Land Development Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 3. This ordinance shall take effect immediately upon the publication of its caption in a newspaper of general circulation after final reading by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee, on the _____ day of _____, 2019.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: February 12, 2019

Passed Second Reading: _____

Submitted to Public Hearing on the 12th day of March, 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 24th day of February 2019.

Recommended for approval by the Planning Commission on the 22nd day of January 2019.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT "A"

1. That **Table 4.19** (on the current page 112) of the Land Development Ordinance be amended by deleting the following row under Retail Sales & Service:

	Banks (excluding Drive-Thru)	1 per 1,500 square feet plus required stacking area for drive-through
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And replacing it with the following row and language:

	Financial Services	1 space per 200 square feet of building area and a total stacking area for 4 vehicles in all drive-through lanes
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2. Amend Section 4.9.5 to include:
 - e. Bank with Drive Through Locations. Drive-through lanes are prohibited in the NC District except for Financial Services uses on commercial lots adjacent to a major arterial street. Financial Services (including banks) may have a maximum of three (3) drive-through lanes under one (1) canopy, including any drive-thru ATM lanes. Each drive-through lane shall have a stacking area sufficient for four (4) vehicles clear of any drives or parking spaces.

ORDINANCE 2019-004

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
WHICH AMENDS THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2018 AND ENDING JUNE 30, 2019.**

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen may amend the annual budget as deemed necessary.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE AS FOLLOWS:

SECTION 1: Amendments to the General Fund budget line items are as follows:

- a. Prof. Fees – Legal Fees is increased from \$100,000 to \$130,000
- b. Prof. Fees – Consult Engineers is increased from \$50,000 to \$233,000
- c. Prof. Fees – Other is increased from \$40,000 to \$66,000
- d. Repairs & Maintenance-Vehicles is increased from \$5,000 to \$10,000
- e. Repairs & Maintenance-Roads is decrease from \$819,300 to \$200,702
- f. Vehicle Fuel & Oil Expense is increased from \$15,000 to \$17,500
- g. Travel Expense is increased from \$2,500 to \$3,500
- h. Capital Projects is decreased from \$6,050,000 to \$2,553,254

SECTION 2: Amendments to the Wastewater Fund budget line items are as follows:

- a. Capital Projects is increased from \$300,000 to \$500,000
- b. Prof. Fees – Consulting Engineers is increased from \$68,000 to \$313,000
- c. Prof. Fees – Other is increased from \$64,000 to \$121,706

SECTION 3: The amended budget is detailed in the attached Budget Worksheet.

SECTION 4: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-

208. In addition, no appropriation may be made in excess of available funds except for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 5: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 6: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 7: If any section, clause, provision of this ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision of this ordinance.

SECTION 8: This ordinance shall take effect July 1, 2018, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Submitted to Public Hearing on March 12, 2019 at 7:00 p.m. after publication of notice of public hearing by advertisement in the Williamson A.M. newspaper on Sunday, February 24, 2019.

Passed 1st Reading: _____

Passed 2nd Reading: _____

Town of Thompson's Station

GENERAL FUND	Actual	6/30/19		6/30/19	Est Over(Under)	Inc(decre)	6/30/19	
	FYE	Actual FYE	Est Total FYE	Approved Budget			Revised Budget	Over(Under)
	6/30/17	6/30/18						
Income								
31111 · Real Property Tax Revenue	226,792	269,807	270,000	270,000	0		270,000	0
31310 · Interest & Penalty Revenue	245	380	36	-	36		-	36
31610 · Local Sales Tax - Trustee	918,033	915,171	910,426	900,000	10,426		900,000	10,426
31710 · Wholesale Beer Tax	100,998	97,655	107,835	95,000	12,835		95,000	12,835
31720 · Wholesale Liquor Tax	9,047	14,708	14,319	15,000	(681)		15,000	(681)
31810 · Adequate School Facilities Tax	40,882	69,684	50,743	70,000	(19,257)		70,000	(19,257)
31900 · CATV Franchise Fee Income	17,718	28,641	29,443	25,000	4,443		25,000	4,443
32000 · Beer Permits	600	600	600	600	-		600	-
32200 · Building Permits	347,249	419,384	450,354	300,000	150,354		300,000	150,354
32230 · Submittal & Review Fees	46,569	43,583	5,050	20,000	(14,950)		20,000	(14,950)
32245 · Miscellaneous Fees	2,230	2,375	2,491	2,000	491		2,000	491
32260 · Business Tax Revenue	96,591	96,274	11,886	75,000	(63,114)		75,000	(63,114)
32300 · Impact Fees	523,178	624,021	589,460	550,000	39,460		550,000	39,460
33320 · TVA Payments in Lieu of Taxes	30,250	53,590	-	50,000	(50,000)		50,000	(50,000)
33510 · Local Sales Tax - State	222,196	370,503	436,822	350,000	86,822		350,000	86,822
33520 · State Income Tax			-	-	-		-	-
33530 · State Beer Tax	1,294	2,205	-	2,000	(2,000)		2,000	(2,000)
33535 · Mixed Drink Tax	24,006	11,991	25,757	12,000	13,757		12,000	13,757
33551 · SSA - Revenue			1,564	-	1,564		-	1,564
33552 · State Streets & Trans. Revenue	5,415	8,836	6,279	8,000	(1,721)		8,000	(1,721)
33553 · SSA - Motor Fuel Tax	50,907	83,560	94,950	80,000	14,950		80,000	14,950
33554 · SSA - 1989 Gas Tax	8,158	13,355	14,905	12,000	2,905		12,000	2,905
33555 · SSA - 3 Cent Gas Tax	15,141	24,750	27,618	20,000	7,618		20,000	7,618
33556 · SSA - 2017 Gas Tax		21,880	34,035	20,000	14,035		20,000	14,035
33725 · Greenways & Trails Grant	538,249		-	-	-		-	-
36120 · Interest Earned - Invest. Accts	22,111	26,173	29,025	20,000	9,025		20,000	9,025
37746 · Parks Revenue	13,649	26,185	33,622	20,000	13,622		20,000	13,622
37747 · Parks Deposit Return	(7,275)	(6,400)	(7,860)	(5,000)	(2,860)		(5,000)	(2,860)
37990 · Other Revenue	63,460	10,050	10,100	10,000	100		10,000	100
38000 · Transfer from Reserves		1,550,000	-	5,812,000	(5,812,000)	(3,839,844)	1,972,156	(1,972,156)
Total Income	3,317,693	4,778,961	3,149,459	8,733,600		(3,839,844)	4,893,756	
Expense								
41110 · Payroll Expense	538,802	557,189	560,266	600,000	(39,734)		600,000	(39,734)
41141 · Payroll Taxes - FICA	32,496	34,437	29,028	37,200	(8,172)		37,200	(8,172)
41142 · Payroll Taxes - Medicare	7,600	8,054	6,789	8,700	(1,911)		8,700	(1,911)
41147 · Payroll Taxes - SUTA	2,256	1,894	837	2,400	(1,563)		2,400	(1,563)
41161 · General Expense	892	276	-	1,000	(1,000)		1,000	(1,000)
41211 · Postage, Freight & Express Ch	1,024	828	632	1,000	(368)		1,000	(368)
41221 · Printing, Forms & Photocopy E	7,102	5,793	3,276	7,500	(4,224)		7,500	(4,224)
41231 · Publication of Legal Notices	2,283	2,857	1,204	3,000	(1,796)		3,000	(1,796)
41235 · Memberships & Subscriptions	3,274	4,086	3,973	4,000	(27)		4,000	(27)
41241 · Utilities - Electricity	10,304	12,135	11,169	12,000	(831)		12,000	(831)
41242 · Utilities - Water	2,477	2,214	1,848	2,500	(652)		2,500	(652)
41244 · Utilities - Gas	1,443	1,774	1,045	2,000	(955)		2,000	(955)
41245 · Telecommunications Expense	3,844	5,178	4,194	5,000	(806)		5,000	(806)
41252 · Prof. Fees - Legal Fees	172,197	145,406	130,000	100,000	30,000	30,000	130,000	-
41253 · Prof. Fees - Auditor	11,500	15,740	16,000	16,000	-		16,000	-
41254 · Prof. Fees-Consulting Engineer	42,384	41,097	142,459	50,000	92,459	183,000	233,000	(90,541)

Town of Thompson's Station



GENERAL FUND	Actual		6/30/19	6/30/19			6/30/19	
	FYE 6/30/17	Actual FYE 6/30/18	Est Total FYE	Approved Budget	Est Over(Under)	Inc(decre)	Revised Budget	Over(Under)
41259 · Prof. Fees - Other	36,050	24,845	65,345	40,000	25,345	26,000	66,000	(655)
41264 · Repairs & Maint - Vehicles	3,402	2,776	9,414	5,000	4,414	5,000	10,000	(586)
41265 · Parks & Rec. Expense	21,721	54,560	67,736	40,000	27,736	28,000	68,000	(264)
41266 · Repairs & Maint - Bldg	15,399	16,253	17,839	20,000	(2,161)		20,000	(2,161)
41268 · Repairs & Maint-Roads, Draina	326,921	81,722	200,702	819,300	(618,598)	(618,598)	200,702	(0)
41269 · SSA - Street Repair Expense	75,000		78,493	140,000	(61,507)		140,000	(61,507)
41270 · Vehicle Fuel & Oil Expense	9,841	14,246	17,401	15,000	2,401	2,500	17,500	(99)
41280 · Travel Expense	968	1,296	3,053	2,500	553	1,000	3,500	(447)
41285 · Continuing Education Expense	2,589	2,621	2,228	5,000	(2,772)		5,000	(2,772)
41289 · Employee Retirement Expense	25,658	27,652	20,385	30,000	(9,615)		30,000	(9,615)
41291 · Animal Control Services	3,289	3,919	7,355	7,500	(145)		7,500	(145)
41300 · Economic Development Expen:	6,867	7,390	7,499	7,500	(1)		7,500	(1)
41311 · Office Expense	18,865	19,248	25,665	100,000	(74,335)		100,000	(74,335)
41511 · Insurance - Property	2,474	3,518	21,443	3,600	17,843		3,600	17,843
41512 · Insurance - Workers Comp.	7,266	7,229	10,021	13,000	(2,979)		13,000	(2,979)
41513 · Insurance - Liability	4,298	5,227	5,723	5,300	423		5,300	423
41514 · Insurance - Employee Medical	91,807	91,760	66,825	90,000	(23,175)		90,000	(23,175)
41515 · Insurance - Auto	1,620	2,061	2,880	2,100	780		2,100	780
41516 · Insurance - E & O	10,695	10,963	10,032	11,000	(968)		11,000	(968)
41551 · Trustee Commission	5,139	5,968	13	5,500	(5,487)		5,500	(5,487)
41633 · Interest Expense - Note Payable			-	-	-		-	-
41691 · Bank Charges	66	10	2,000	2,000	-		2,000	-
41720 · Donations	92,909	25,000	58	-	58		-	58
41800 · Emergency Services		68,041	100,000	145,000	(45,000)		145,000	(45,000)
41899 · Other Expenses	35,155	7,123	-	10,000	(10,000)		10,000	(10,000)
41940 · Capital Projects (see breakdow	1,217,717	4,546,712	2,553,254	6,050,000	(3,496,746)	(3,496,746)	2,553,254	-
Capital Projects - breakdown								
Town Hall			1,200,000	-	1,200,000	1,200,000	1,200,000	-
Parks improvements			250,000	-	250,000	50,000	50,000	200,000
Office renovations			30,000	-	30,000	30,000	30,000	-
Office Furniture/Upgrade			30,000	-	30,000	30,000	30,000	-
Thoroughfare			96,000	-	96,000	96,000	96,000	-
Critz Lane improvements			500,000	-	500,000	500,000	500,000	-
49030 · Capital Outlay Note Payment	139,945	136,650	302,508	312,000	(9,492)		312,000	(9,492)
Total Expense	2,995,539	6,005,748	4,510,590	8,733,600	(4,223,010)	(3,839,844)	4,893,756	(383,165)
Net Income	322,154	(1,226,787)	(1,361,131)	-	-	-	-	-

	Actual FYE 6/30/17	Actual FYE 6/30/18	6/30/19 Estimated FYE	6/30/19 Approved Budget	Est Over(Under)	Inc(decre)	6/30/19 Revised Budget	Over(Under)
WASTEWATER								
Income								
3100 · Wastewater Treatment	828,601	924,787	1,094,211	925,000	169,211		925,000	169,211
3101 · Septage Disposal Fee	9,600	8,930	5,057	10,000	(4,943)		10,000	(4,943)
3105 · Late Payment Penalty	8,423	10,435	29,726	-	29,726		-	29,726
3109 · Uncollectible Accounts		-	-	(5,000)	5,000		(5,000)	5,000
3300 · Tap Fees	849,914	531,388	480,216	550,000	(69,784)		550,000	(69,784)
3902 · Interest Income - Inve	6,861	11,135	16,113	5,000	11,113		5,000	11,113
4009 · Returned Check Char	80	43	90	-	90		-	90
49900 · Uncategorized Incon	7,011	26,032	-	-	-		-	-
Transfers from Reserve - Fund Balance						504,506	504,506	(504,506)
Total Income	1,710,490	1,512,750	1,625,413	1,485,000	140,413	504,506	1,989,506	(364,093)
Gross Profit	1,710,490	1,512,750	1,625,413	1,485,000	140,413	504,506	1,989,506	(364,093)
Expense								
4010 · Payroll Expense	108,284	115,663	117,929	170,000	(52,071)		170,000	(52,071)
4100 · Capital Expenditures	250	-	500,000	300,000	200,000	200,000	500,000	-
4210 · Permits & Fees Expe	3,820	4,021	7,328	7,500	(172)		7,500	(172)
4220 · Laboratory Water Tes	4,163	2,150	3,864	5,000	(1,136)		5,000	(1,136)
4230 · Supplies Expense	3,376	2,448	968	5,000	(4,032)		5,000	(4,032)
4240 · Repairs & Maint. Expe	38,427	63,565	57,201	65,000	(7,799)		65,000	(7,799)
4250 · Postage, Freight & Ex	5,740	6,461	7,925	8,000	(75)		8,000	(75)
4280 · Billing Charges	7,899	11,599	7,007	12,000	(4,993)		12,000	(4,993)
4310 · Utilities - Electric	89,537	81,425	71,481	90,000	(18,519)		90,000	(18,519)
4320 · Utilities - Water	3,845	2,903	2,433	5,000	(2,567)		5,000	(2,567)
4350 · Telecommunications		-	2,324	2,500	(176)		2,500	(176)
4390 · Insurance Expense	20,278	20,642	21,000	21,000	-		21,000	-
4395 · Insurance - Employee Medical		5,056	4,701	20,000	(15,299)		20,000	(15,299)
4400 · Prof. Fees-Consulting	32,998	14,025	314,769	68,000	246,769	247,000	315,000	(231)
4420 · Prof. Fees - Auditor	2,000	580	-	2,000	(2,000)		2,000	(2,000)
4490 · Prof. Fees - Other	421,820	116,494	121,706	64,200	57,506	57,506	121,706	(0)
4710 · Payroll Taxes - FICA	6,738	7,152	6,638	10,000	(3,362)		10,000	(3,362)
4720 · Payroll Taxes - Medic	1,576	1,673	1,440	2,200	(760)		2,200	(760)
4730 · Payroll Taxes - SUTA	371	297	257	3,600	(3,343)		3,600	(3,343)
4789 · Employee Retirement	5,399	5,733	5,484	7,500	(2,016)		7,500	(2,016)
4800 · Bank Charges	79	140	542	500	42		500	42
4900 · Other Expense		403	-	1,000	(1,000)		1,000	(1,000)
4990 · Depreciation Expense	356,290	405,050	360,000	360,000	-		360,000	-
4994 · Interest Expense	17,802	15,042	12,948	13,000	(52)		13,000	(52)
Total Expense	1,130,692	882,522	1,627,943	1,243,000	384,943	504,506	1,747,506	(119,563)
Net Income	579,798	630,228	(2,530)	242,000	(244,530)	-	242,000	(244,530)

Phone: (615) 794-4333
Fax: (615) 794-3313
www.thompsons-station.com



1550 Thompson's Station Road W.
P.O. Box 100
Thompson's Station, TN 37179

M

EMO

DATE: March 12, 2019
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Caryn Miller, Assistant Town Administrator.
SUBJECT: **Sip N Savor Road Closure**

The Rotary of Spring Hill and Thompson's Station is requesting the closure of a portion of Thompson's Station Road West so the event can be held in the Old Town area. The event will be structured as in years past with closure of Thompson's Station Road between the two ends of School Street. The detour route will be through School Street. Williamson County Sheriff will assist with the closure and will be coordinated through the Rotary. The event is scheduled for Saturday, June 15th.

BOMA Action:

Approve the road closure request as presented.

RESOLUTION NO. 2019-008

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
APPROVING A FACILITY ENCROACHMENT AGREEMENT WITH CS X
TRANSPORTATION, INC. TO ALLOW THE TOWN TO INSTALL AND MAINTAIN
WASTEWATER LINES ACROSS RAILROAD RIGHT-OF-WAY AND TO AUTHORIZE THE
MAYOR TO SIGN THE CONTRACT**

WHEREAS, the Town needs to install wastewater lines across CSX railroad right-of-way;
and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best
interest of the Town to approve a Facility Encroachment Agreement with CSX Transportation,
Inc. to allow the Town to install these lines.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the
Town of Thompson's Station as follows:

That the Facility Encroachment Agreement with CSX Transportation, Inc.
attached hereto as Exhibit "A" is hereby approved and the Mayor is authorized to
sign the contract on behalf of the Town.

The Mayor/Town Administrator is also authorized to pay CSX Transportation, Inc.
the amount of \$13,650.00 to cover application, license and insurance fees
associated with this Agreement.

RESOLVED AND ADOPTED this ____ day of March 2019.

Corey Napier , Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of February 21, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and THE TOWN OF THOMPSON'S STATION, TENNESSEE, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 1550 Thompson Station Rd W, Thompsons Station, Tennessee 37179, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Thompsons Station (THOMPSON'S STATION), Williamson County, Tennessee, Nashville Zone Division, Nashville Subdivision, Valuation Station 3872+63, Milepost 000-213.2, Latitude N35:49:06.00, Longitude W86:53:51.00;

2. One (1) six inch (6") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Thompsons Station (THOMPSON'S STATION), Williamson County, Tennessee, Nashville Zone Division, Nashville Subdivision, Valuation Station 3872+63, Milepost 000-213.2, Latitude N35:49:06.00, Longitude W86:53:51.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of TEN THOUSAND TWO HUNDRED AND 00/100 U.S. DOLLARS (\$10,200.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.

(vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 615-794-4333.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o

CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law

of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licenser:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

**THE TOWN OF THOMPSON'S STATION,
TENNESSEE**

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____



Invoice

Page 1 of 1
 Account/Contract No. CSX880702
 Customer Project No. Thompson's Station, TN
 Date 2/21/2019

Customer

TOWN OF THOMPSON'S STATION TN
 1550 Thompson Station Rd W
 Thompson's Station, TN 37179

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due U.S. Dollars \$ 13650.00

Fees Summary

Application Review Fee	\$	2,500.00
Railroad Protective Liability	\$	950.00
License Fee	\$	10,200.00
Sales Tax*		
Money on File		

* Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars \$ 13,650.00

CSX Federal ID No. 54-6000720
 CSX Canadian ID No. 105203095 RC 0001
 CSX Quebec ID No. 1022434469 IC 0001

Please remit payment to: CSX Transportation, Inc.

Legal Address:
 500 Water Street, J180
 Jacksonville, FL 32202


Mailing Address:
 500 Water Street, J180
 Jacksonville, FL 32202

Questions? Contact:

Anne.Jackson@csx.com
 904.279.3953

CSX-880702 EXHIBIT A

Thompson's Station, Williamson Co., TN
Southwest Region / Nashville Zone / Nashville (NV) Subdivision
Milepost 000-213.2
Within Confines of RR Over Public DOT #350607P, Private Farm Rd.
(18-LF CSXT Bridge #6-A)
Val. Sta. 3872+63 (GIS Map No. 11798)
N35:49:06.00 / W86:53:51.00

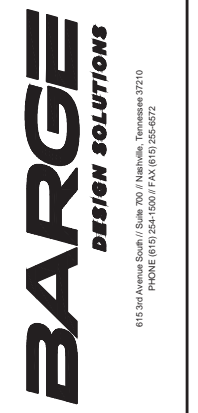
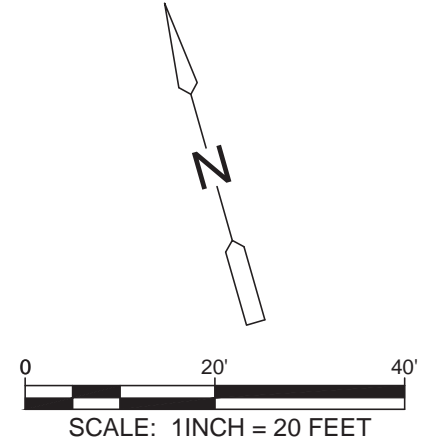
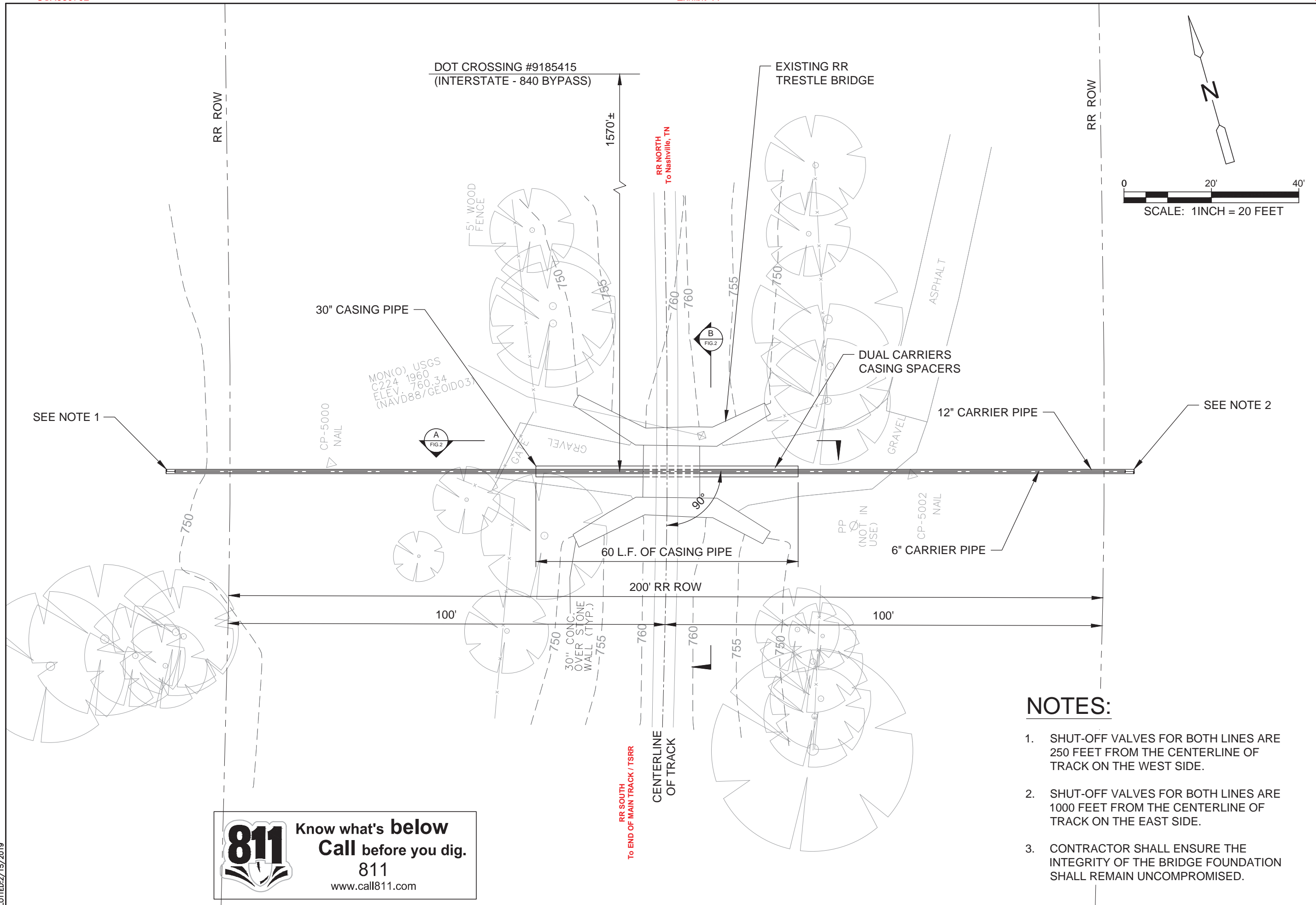
CSX PROPERTY SERVICES REVIEW	
<input type="checkbox"/> No Exceptions	<input checked="" type="checkbox"/> Exceptions Noted
<small>This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.</small>	
By:	

CSX GENERAL NOTES:

1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSX PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSX SPECIFICATIONS.
3. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
4. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
5. BLASTING IS NOT PERMITTED UNDER OR ON CSX PROPERTY.
6. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
7. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A CSXT FLAGMAN OR DESIGNATED CSXT REPRESENTATIVE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFINGS MAY BE REQUIRED WHEN CONDITIONS AND/OR WORK SITES ARE CHANGED.
8. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
9. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SEWER LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM AFOREMENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
10. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
11. OWNER SHALL REIMBURSE CSXT DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICE SHALL NOT RELIEVE CONTRACTOR FROM LIABILITY FOR ITS WORK.
12. OWNER OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS' ADVANCE NOTICE TO CSXT REPRESENTATIVE FOR ANTICIPATED NEED FOR FLAGGING AND INSPECTION SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) AND INSPECTOR(S) IS/ARE AT THE JOB SITE. IF IT IS NECESSARY FOR CSXT TO ADVERTISE A FLAGGING JOB FOR BID, CSXT SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
13. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE RESPONDED TO PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSXT REPRESENTATIVE.
14. TRENCH: IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK TRENCH AS NEEDED FOR DIGGING. ESTABLISH A LAYDOWN AREA ABOVE THE FLOOD ZONE TO PLACE MOTORIZED EQUIPMENT. ALL EROSION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED STONE TO BASE OF EXCAVATION TO ESTABLISH PROPER LINE AND GRADE (6" MIN.).
15. EXCAVATION: IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE SLOPED AT 1.5 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED.
16. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATION(S). CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT PROPERTIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
17. BEFORE EXCAVATING, ALL SIGNAL CABLES AND OTHER UTILITIES MUST BE LOCATED AND MARKED/FLAGGED.

EXCEPTIONS NOTED:

- 1. MINIMUM CASING PIPE WALL THICKNESS SHALL BE 0.469".**
- 2. OPEN TRENCH EXCAVATION SHALL FOLLOW CSXT SR 1300-01 EXCAVATION AND TRENCHING GUIDELINES.**
- 3. CONTRACTOR SHALL ENSURE INTEGRITY OF THE BRIDGE SUB-STRUCTURE AND BE LIABLE FOR ANY DAMAGES TO CSXT PROPERTY. CONTRACTOR SHALL USE UTMOST CARE WHEN USING ANY BACKHOE OR EXCAVATOR IN VICINITY OF BRIDGE.**



PRELIMINARY
 NOT FOR
 CONSTRUCTION
 DWT

CSX RR CROSSING - PLAN
 LATITUDE: N 35.817201
 LONGITUDE: W -85.898195
 THOMPSON'S STATION, TN

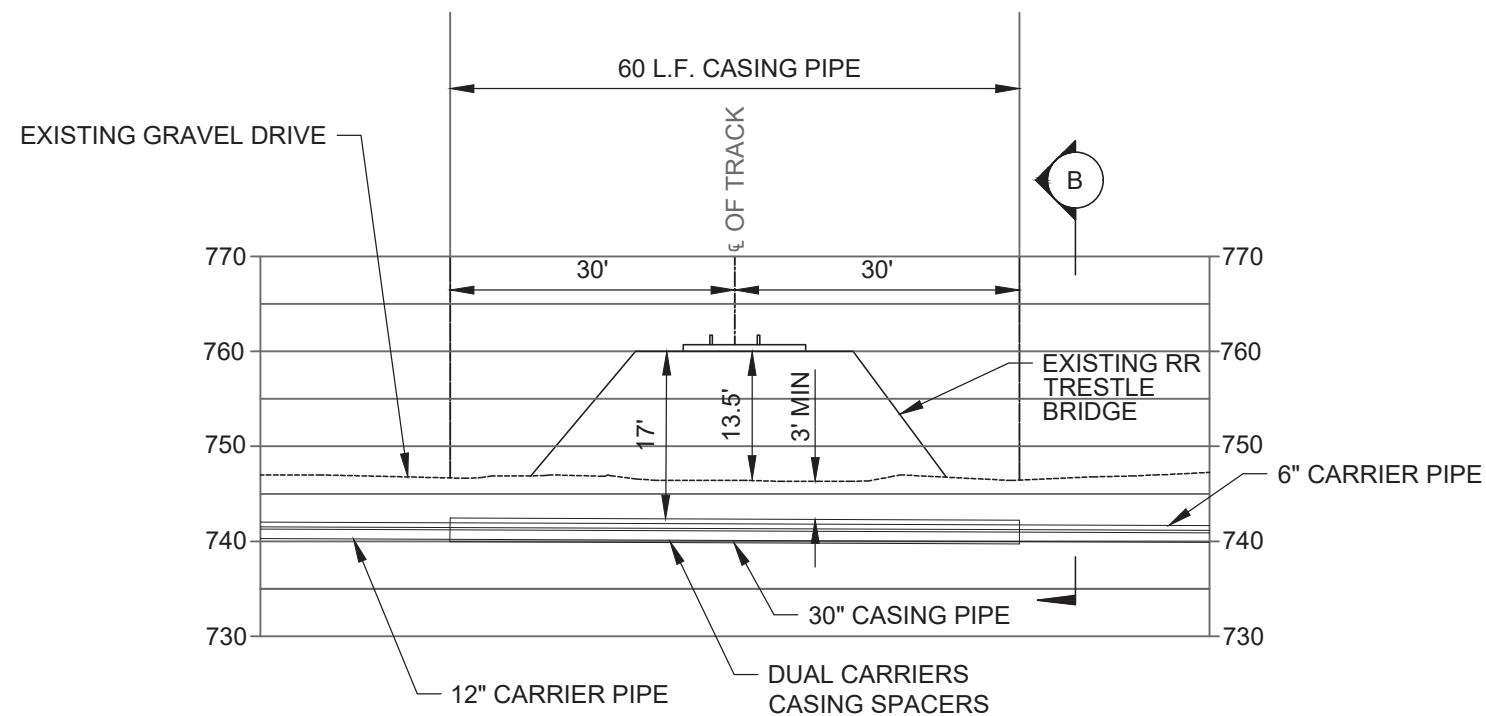
NOTES:

1. SHUT-OFF VALVES FOR BOTH LINES ARE 250 FEET FROM THE CENTERLINE OF TRACK ON THE WEST SIDE.
2. SHUT-OFF VALVES FOR BOTH LINES ARE 1000 FEET FROM THE CENTERLINE OF TRACK ON THE EAST SIDE.
3. CONTRACTOR SHALL ENSURE THE INTEGRITY OF THE BRIDGE FOUNDATION SHALL REMAIN UNCOMPROMISED.

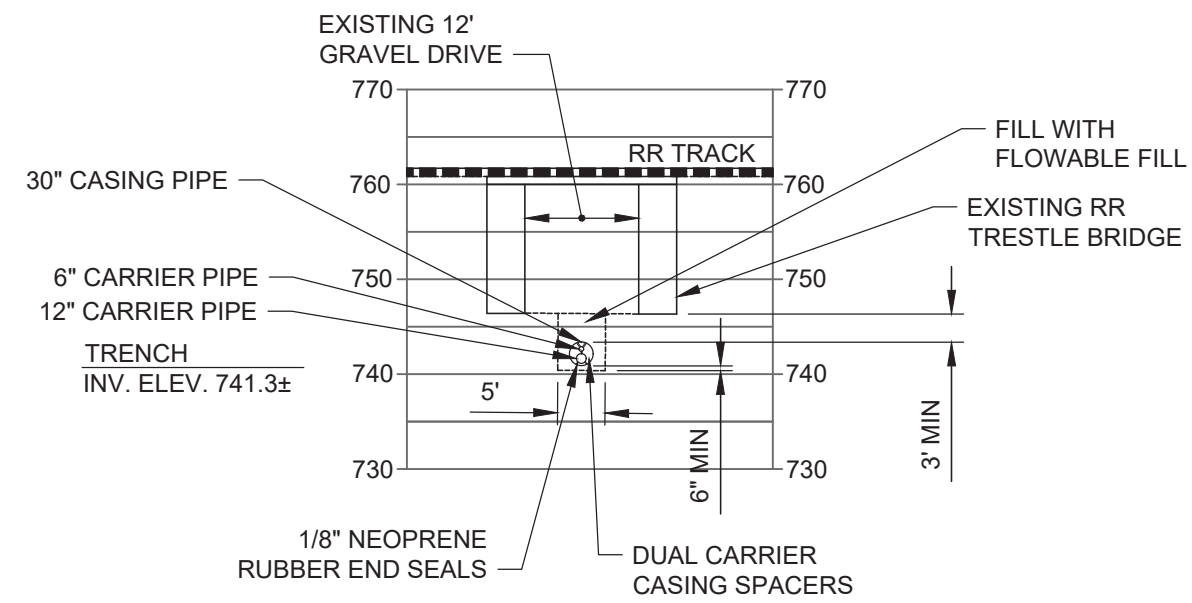
811 Know what's below
 Call before you dig.
 811
 www.call811.com

FIGURE 1
 FILE NO. 36724-01

USER:ATLUTRULL
 FILE:F:\36724\36724\04_CAD\WATRY\LOT\3672401_PLAN_SECT_V2.dwg
 SAVER:2/15/2019
 PLOTTED:2/15/2019



A PIPELINE PROFILE VIEW
 SCALE: 1INCH = 20 FEET HORIZ.
 1INCH = 20 FEET VERTICAL



B PIPELINE SECTION VIEW
 SCALE: 1INCH = 20 FEET HORIZ.
 1INCH = 20 FEET VERTICAL

CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS			
	Commodity Description:	WASTEWATER		
	Maximum Operating Pressure:	100 psi		
	Is Commodity Flammable:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
CARRIER / CASING PIPE DETAILS				
		6" Carrier Pipe	12" Carrier Pipe	Casing Pipe
Page 5, 2.1 & 8, 2.9	Pipe Material:	PVC	PVC	STEEL
Page 5, 2.1 & 8, 2.9	Material Specifications & Grade:	AWWA C900 DR18	AWWA C900 DR18	ASTM A53, GRADE B
Page 5, 2.1 & 8, 2.9	Specified Minimum Yield Strength	7,000 psi	7,000 psi	35,000 psi
Page 16, 3.4.1 & 16, 3.4.2	Nominal Size Outside Diameter (Inches):	6"	12"	30"
Page 5, 2.1 & 8, 2.9	Wall Thickness (Inches):	0.383"	0.733"	0.312"
	Type of Seam:	-	-	STRAIGHT
Page 15, 3.4.1 & 16, 3.4.2	Type of Joints:	RESTRAINED JOINTS	RESTRAINED JOINTS	INTERLOCKING
	Tunnel Liner Plates Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Cathodic Protection:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type: _____		
	Protective Coating:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type: _____		
	Temp. Track Support or Rip-Rap Req.:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Must Describe & Show on Dwg.		



615 3rd Avenue South / Suite 700 / Nashville, Tennessee 37210
 PHONE (615) 254-1000 / FAX (615) 254-6072

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 DME

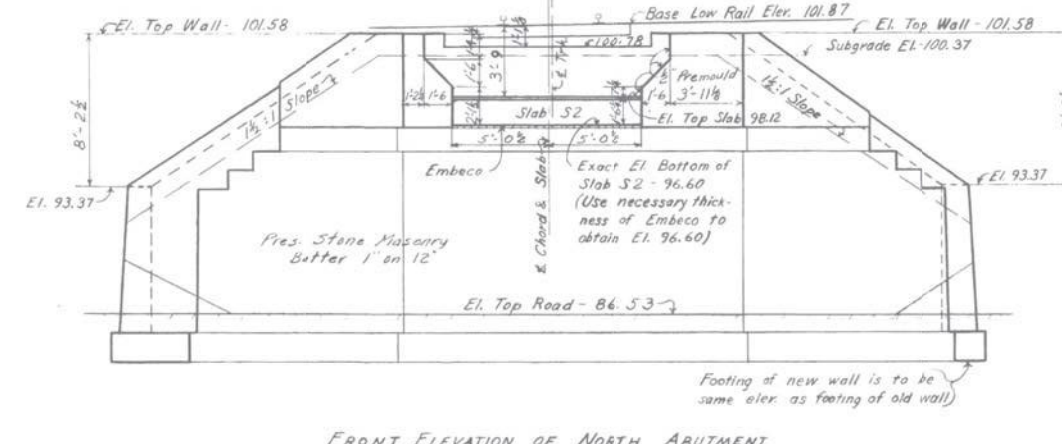
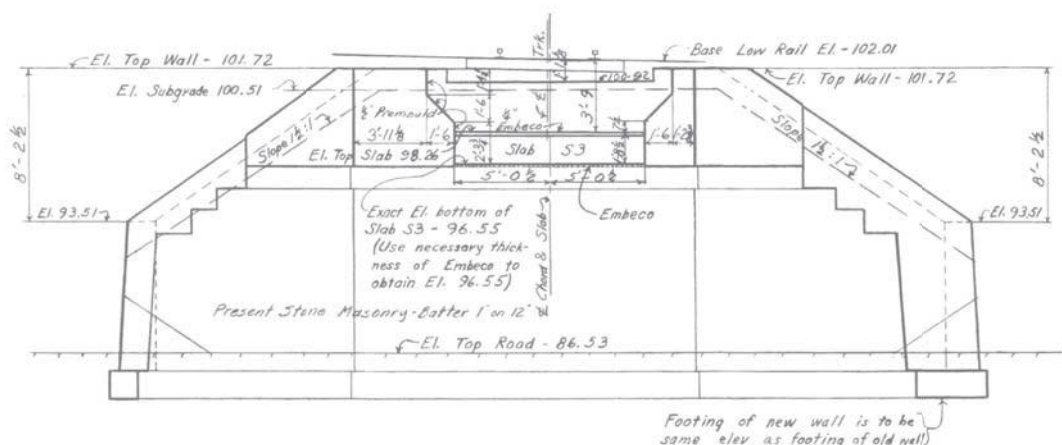
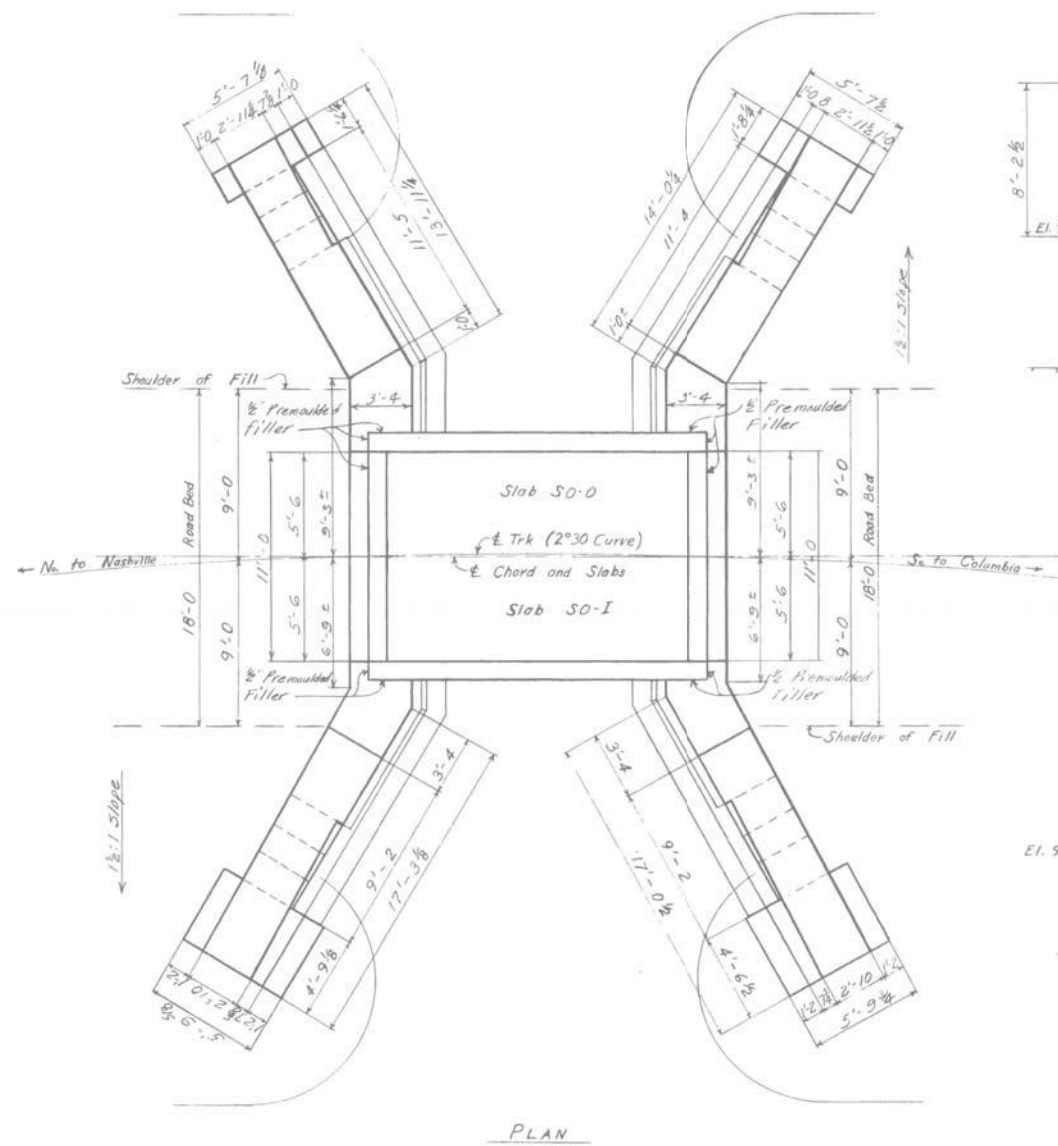
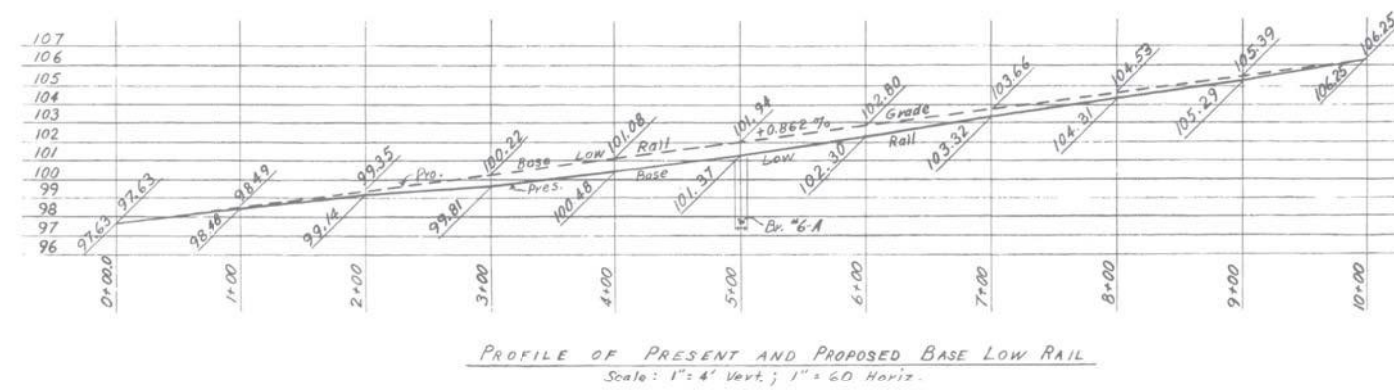
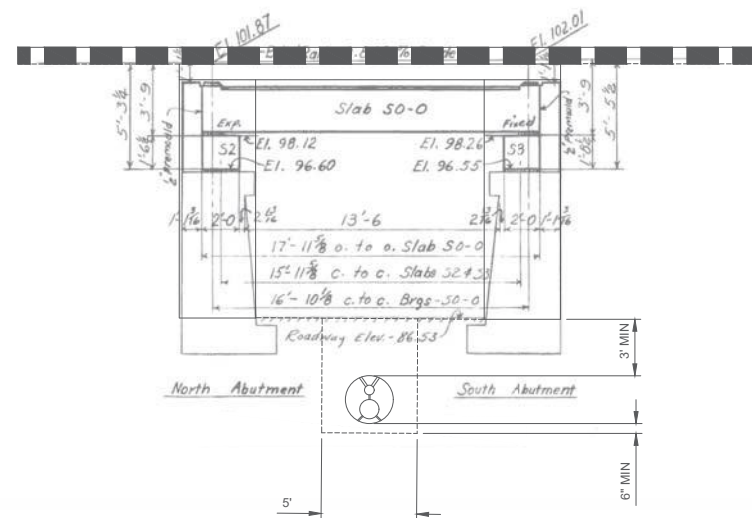
CSX RR CROSSING - SECTIONS

LATITUDE: N 35.817201
 LONGITUDE: W -85.898195
 THOMPSON'S STATION, TN

REV.	DATE	BY	CHKD.	DESCRIPTION
1	02/14/2018	MFL		CSX RR CROSSING PERMIT
2				
3				
4				
5				
6				
7				
8				
9				
10				

FIGURE 2
 FILE NO. 36724-01

USER: LCPORRAS
 FILE: F:\36724\36724\04_CAD\WATRY\LOT\3672401_PLAN_SECT_V2.dwg
 SAVER: 2/18/2019
 PLOTTED: 2/18/2019



GENERAL NOTES
 Concrete and Waterproofing to be in accordance with L. & N. R. R. Co. General Specs. dated June 1944. All surfaces of new concrete that will come in contact with earth are to be waterproofed. Old concrete that will come in contact with new concrete shall be cleaned with water and wire brush. All edges and corners of new concrete are to be chamfered 1", except slabs 52 & 53. Embecco is to be mixed using 2 parts sand, 2 parts cement and 1 part Embecco by weight.

NOTE TO ASST. ENGR.
 Forms are to follow the front and back lines of the pres. concrete - Return one print showing dimensions and elevations as actually constructed.

ESTIMATED QUANTITIES

MATERIAL	SLAB 50-0	SLAB 50-1	SLAB 52	SLAB 53	NORTH ABUT.	SOUTH ABUT.	TOTAL
Concrete (Cu Yds.)	10	10	1.15	1.25	26.2	26.4	75
Reinf. Steel (Lbs.)	2419	2267	115	118	684	734	6337
Waterproofing (Gals.) ASTM D 41-41	1	1	-	-	2.5	2.5	7
Waterproofing (Gals.) ASTM D 449-471 (Type A)	5	5	-	-	12.5	12.5	35
Embecco (Lbs.)	-	-	5	5	18	18	40
Arco Sealit (Gals.)	1.5	1.5	-	-	-	-	3
1/2" Premolded Asphalt Filler	4-Res-24 Wide x 4'-3 1/2" (2-Res-12 Wide x 14'-0 1/2")	4-Res-18 Wide x 14'-0 1/2"	-	-	-	-	-

See H6868-56'S for Slabs 50-0 & 50-1, 3/4" for Reinf.

SHIPPING BILL OF CREOSOTED PLANKS

1- Creos. Plank - 1 x 4 x 15'-10 1/2"	Place as shown for
2 " " " 1 x 4 x 1'-3 1/2"	Standard Slabs Day
2 " " " 1 x 4 x 10'-11 1/2"	H6868-56 # 5.
4 " " " 1 x 4 x 0'-6 3/4"	
2 " " " 3/4 x 4 x 0'-4 1/2"	

BILL OF TIMBER STRIPS FOR PLACING EMBECCO

4- 3/8 x 4 (Fin.) x 2'-0 1/2"	soft pine or poplar.
4- 3/8 x 4 (Fin.) x 10'-0 1/2"	

Note: Strips for Embecco at bottom of Slabs 52 and 53 to be furnished in field.

L. & N. R. R. Co.
 BR #6A - MILE 213.2 - (N. & D.) BIRM. DIV.

GENERAL PLAN - ELEVATION

Office of Chief Engineer
 Scale: 4' = 1'-0"

Louisville, Ky.
 Nov. 3, 1953
 Sheet 1 of 5

L. F. - 26388 R.C.J.-aaa **H87010**

35 1/2 x 23 B0071303 LANTON

ok LEB-3-23-54

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C No. Ext): _____ FAX (A/C No.): _____</p> <p>E-MAIL ADDRESS: patty.muncy@reaganinsurance.com</p>
<p>INSURED</p>	<p>INSURER(S) AFFORDING COVERAGE</p> <p>INSURER A: _____ NAIC # _____</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>

The Licensee/Lessee/Industry identified in the agreement must be the named insured. CSXT will not accept the contractor's CGL certificate.

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p>	X					<p>EACH OCCURRENCE \$ _____</p> <p>CLAIMS-MADE/PRINTED PREMISES (Ea occurrence) \$ _____</p> <p>MED EXP (Any one person) \$ _____</p> <p>PERSONAL & ADV INJURY \$ _____</p> <p>GENERAL AGGREGATE \$ _____</p> <p>PRODUCTS - COMP/OP AGG \$ _____</p>
	<p>AUTOMOBILE LIABILITY</p> <p>ANY AUTO <input type="checkbox"/></p> <p>ALL OWNED AUTOS <input type="checkbox"/></p> <p>HIRE AUTOS <input type="checkbox"/></p> <p>SCHEDULED AUTOS <input type="checkbox"/></p> <p>NON-OWNED AUTOS <input type="checkbox"/></p>	X					<p>COMBINED SINGLE LIMIT (Ea accident) \$ _____</p> <p>BODILY INJURY (Per person) \$ _____</p> <p>BODILY INJURY (Per accident) \$ _____</p> <p>PROPERTY DAMAGE (Per accident) \$ _____</p>
	<p>UMBRELLA LIAB <input type="checkbox"/></p> <p>EXCESS LIAB <input type="checkbox"/></p> <p>DED _____ RETENTION \$ _____</p>						<p>EACH OCCURRENCE \$ _____</p> <p>AGGREGATE \$ _____</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/></p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p>		X				<p>WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input checked="" type="checkbox"/></p> <p>E.L. EACH ACCIDENT \$ _____</p> <p>E.L. DISEASE - EA EMPLOYEE \$ _____</p> <p>E.L. DISEASE - POLICY LIMIT \$ _____</p>

The amount in this "Each Occurrence" box must be at least five million dollars (\$5,000,000); or the amount in the box combined with the "Each Occurrence" coverage of any Excess Liability must be at least five million dollars (\$5,000,000)

Combined single limit of not less than one million dollars (\$1,000,000.00)

Standard limits of liability. Must contain a waiver of subrogation in favor of CSXT \$1,000,000.00 per occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This box should contain the following: CSX Transportation, Inc., is included as additional insured. This certificate applies to all contracts/agreements between the named Insured and CSXT.

<p>CERTIFICATE HOLDER</p> <p>CSX Transportation, Inc. 500 Water Street, J180 Jacksonville, FL 32202</p>	<p>CANCELLATION</p> <p>Per the terms of the agreement this should state: Should any of the above described policies be modified, cancelled, or not renewed, the issuing insurer shall mail 30 days written notice to the certificate holder named herein.</p>
--	--

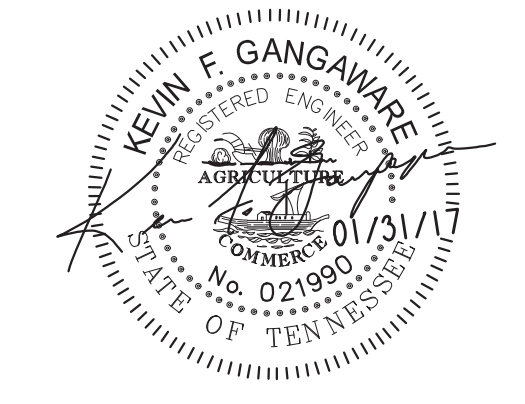


ARCHITECTURE
INTERIORS

C & I DESIGN, INC.
P.O. Box 1197
101 Southeast Parkway Court, Suite 120
Franklin, Tennessee 37065
Phone: 615.599.2525
Fax: 615.599.7755

CIVIL SITE
DESIGN GROUP

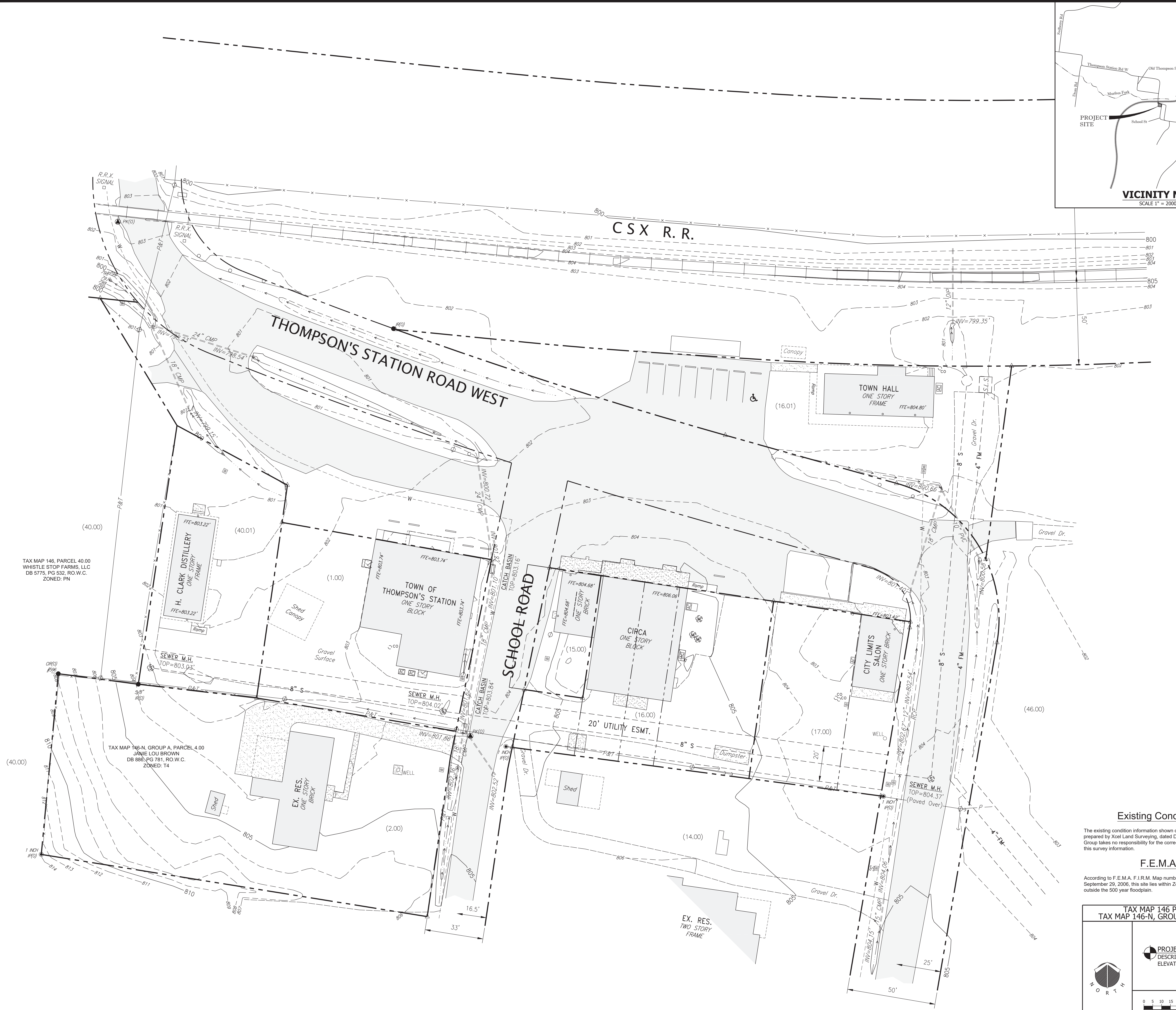
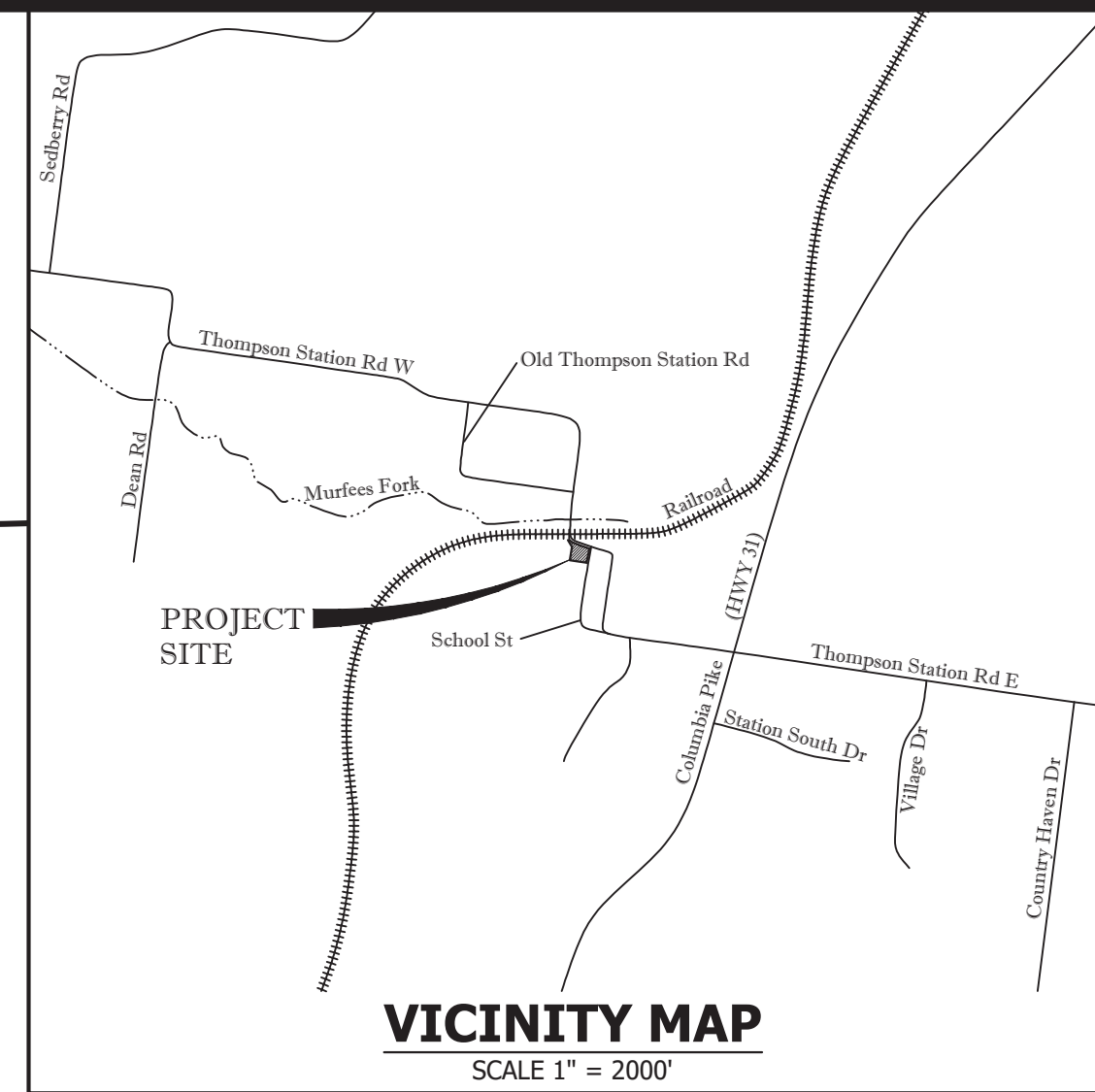
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS



A NEW FACILITY
FOR THE
**THOMPSON'S STATION
TOWN HALL**
SITE ADDRESS
1656 THOMPSON STATION ROAD WEST
THOMPSON'S STATION, TENNESSEE 37179

EXISTING CONDITIONS
REVISIONS:
DATE: 01.31.17
JOB NO.: 15009.00
DR. BY: AM
CK. BY: KG
FILE NAME:
THESE DOCUMENTS CONTAIN INFORMATION PROPRIETARY TO THE ARCHITECT. THE INFORMATION IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. ANY REUSE OR DISTRIBUTION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF C&I DESIGN, INC. IS STRICTLY PROHIBITED. COPYRIGHT 2017

C100



TAX MAP 146, PARCEL 40.00
WHISTLE STOP FARMS, LLC
DB 5775, PG 532, RO.W.C.
ZONED: FN

TAX MAP 146-N, GROUP A, PARCEL 4.00
JANIE LOU BROWN
DB 886, PG 781, RO.W.C.
ZONED: T4

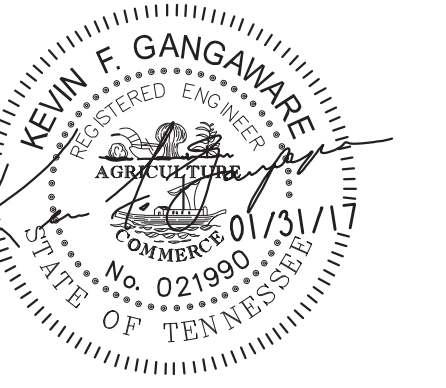
Existing Conditions Note:
The existing condition information shown on this sheet was taken from a survey prepared by Xcel Land Surveying, dated December 11, 2015. Civil Site Design Group takes no responsibility for the correctness, accuracy, or completeness of this survey information.

F.E.M.A. Note:
According to F.E.M.A. F.I.R.M. Map number 47187C0345F, effective date September 29, 2006, this site lies within Zone X which is determined to be outside the 500 year floodplain.

TAX MAP 146 PARCEL 40.01
TAX MAP 146-N, GROUP "A", PARCEL 1.00

PROJECT BENCHMARK:
DESCRIPTION:
ELEVATION:

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SITE DATA TABLE	
TOTAL SITE ACRES:	0.76± Acres
ZONING:	T40
BUILDING AREA:	2,800 S.F.
FAR (PROPOSED):	0.23
ISR (PROPOSED):	0.93
MAX HEIGHT (ALLOWED):	2 STORIES
HEIGHT (PROPOSED):	1 STORY
YARD REQUIREMENTS:	FRONT YARD: 5'-0" SIDE YARD: 0'-12" REAR YARD: 5'
PARKING (PROPOSED):	7 SPACES
HANDICAP PARKING (REQUIRED):	1 SPACE
HANDICAP PARKING (PROPOSED):	1 SPACE

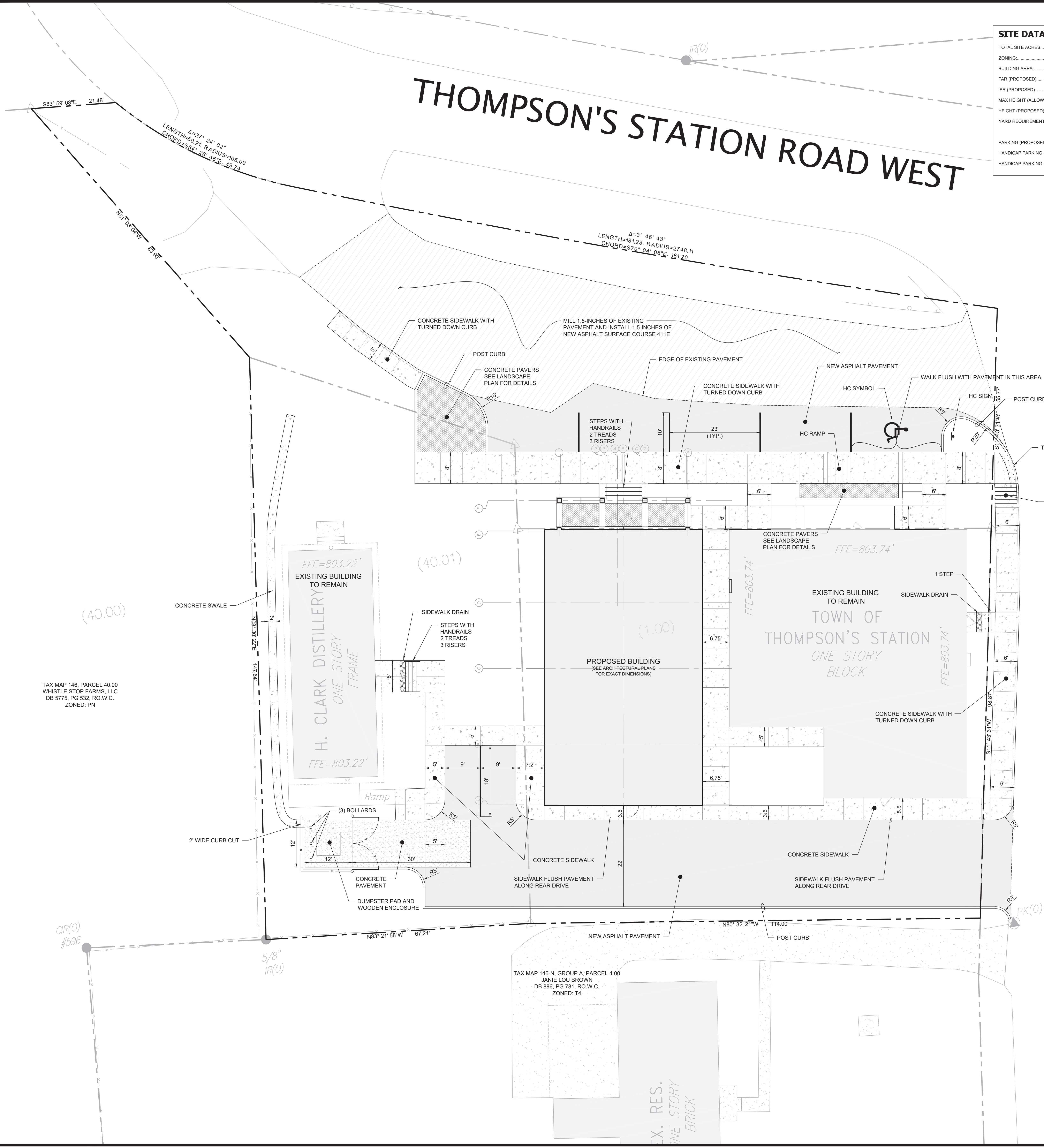


General Notes:

1. Base information was taken from a preliminary site plan prepared and provided by C&I Design.
2. Provide a smooth transition between existing pavement and new pavement. Slight field adjustment of final grades may be necessary.
3. All sidewalk construction shall conform to the requirements and specifications of the local municipality codes and requirements.
4. Concrete for curbs and sidewalks shall be 3500 PSI concrete unless required otherwise by local codes. Concrete for pavement shall be 4000 PSI.
5. The contractor shall conform to all local codes and receive approval where necessary before commencement of any construction.
6. All site related construction materials and installation shall conform to local governing agency regulations and specifications.
7. All pavement materials and construction shall conform to the local governing agency and state D.O.T. standards and specifications.
8. Handicap ramps shall have a maximum slope of 1:12.
9. The contractor shall check all existing conditions, (i.e. inverts, utility routings, utility crossings, and dimensions) in the field prior to commencement of any utility work. Report any discrepancies to the owner's representative. The contractor shall repair any damage caused during construction to existing features (i.e. pavement, sidewalks, curbs, utilities, etc.), at his own expense, to the standards of the preconstruction condition or better.
10. Any work unacceptable to the owner's representative or to the local governing authority shall be repaired or replaced by the contractor at no additional expense to the owner.
11. Existing pavement and/or walks shall be patched in accordance with the local governing authority's standards wherever utility installation requires removal of the existing pavement.
12. The contractor shall comply with all pertinent provisions of the "manual of accident prevention in construction" issued by AGC of America, Inc. and the "Safety and Health Regulations for Construction" issued by the U.S. Department of Public Works.
13. Contractor shall give all necessary notices and obtain all permits prior to commencement of any construction.
14. In the event of any discrepancies and/or errors found in these site drawings, or if problems are encountered during construction, the contractor shall be required to notify the engineer before proceeding with the work.
15. The general contractor is particularly cautioned that the location and/or elevation of the existing utilities shown hereon is based on utility company records, and where possible, field measurements. The contractor shall not rely on this information as being exact or complete. The contractor shall call the appropriate utility company at least 72 hours prior to any excavation and request field verification of utility locations. It shall be the contractor's responsibility to relocate existing utilities conflicting with improvements shown hereon in accordance with all local, state, and federal regulations governing such operations.
16. Contractor shall exercise extreme caution in the use of equipment in and around overhead and underground electrical wires and services. If at any time in the pursuit of this work the contractor must work in the close proximity of the above-noted wires, the electric company shall be contacted prior to such work and the proper safety measures taken. A thorough examination of the overhead and underground wires in the project area should be made by the contractor prior to the initiation of construction.
17. The owner and engineer do not assume responsibility for the possibility that, during construction, utilities other than those shown may be encountered or that actual locations of those shown may be different from locations designated on the contract drawings. In areas where it is necessary that exact locations be known of underground utilities, the contractor shall, at his own expense, furnish all labor and tools necessary to either verify and substantiate or definitely establish the position of underground utility lines.
18. Do not scale this drawing as it is a reproduction and subject to distortion.
19. These plans, prepared by Civil Site Design Group, do not extend to or include systems pertaining to the safety of the construction contractor or its employees, agents or representatives in the performance of the work. The seal of the engineering services registered professional engineer hereon does not extend to any such safety systems that may now or hereafter be incorporated into these plans. The contractor shall prepare or obtain the appropriate safety systems which may be required by U.S. Occupational Safety and Health Administration (OSHA) and/or local regulations.
20. In the case of conflict between this drawing and any other drawing and/or the specifications, the engineer shall be immediately notified for clarification.

THOMPSON'S STATION ROAD WEST

SCHOOL ROAD



$\Delta=27^{\circ} 24' 09''$
LENGTH=90.21, RADIUS=105.00
CHORD=58.42, 25.46, 49.74

$\Delta=3^{\circ} 46' 43''$
LENGTH=181.23, RADIUS=2748.11
CHORD=52.04, 98.08, 181.20

TAX MAP 146, PARCEL 40.00
WHISTLE STOP FARMS, LLC
DB 5775, PG 532, RO.W.C.
ZONED: PN

TAX MAP 146-N, GROUP A, PARCEL 4.00
JANIE LOU BROWN
DB 686, PG 781, RO.W.C.
ZONED: T4

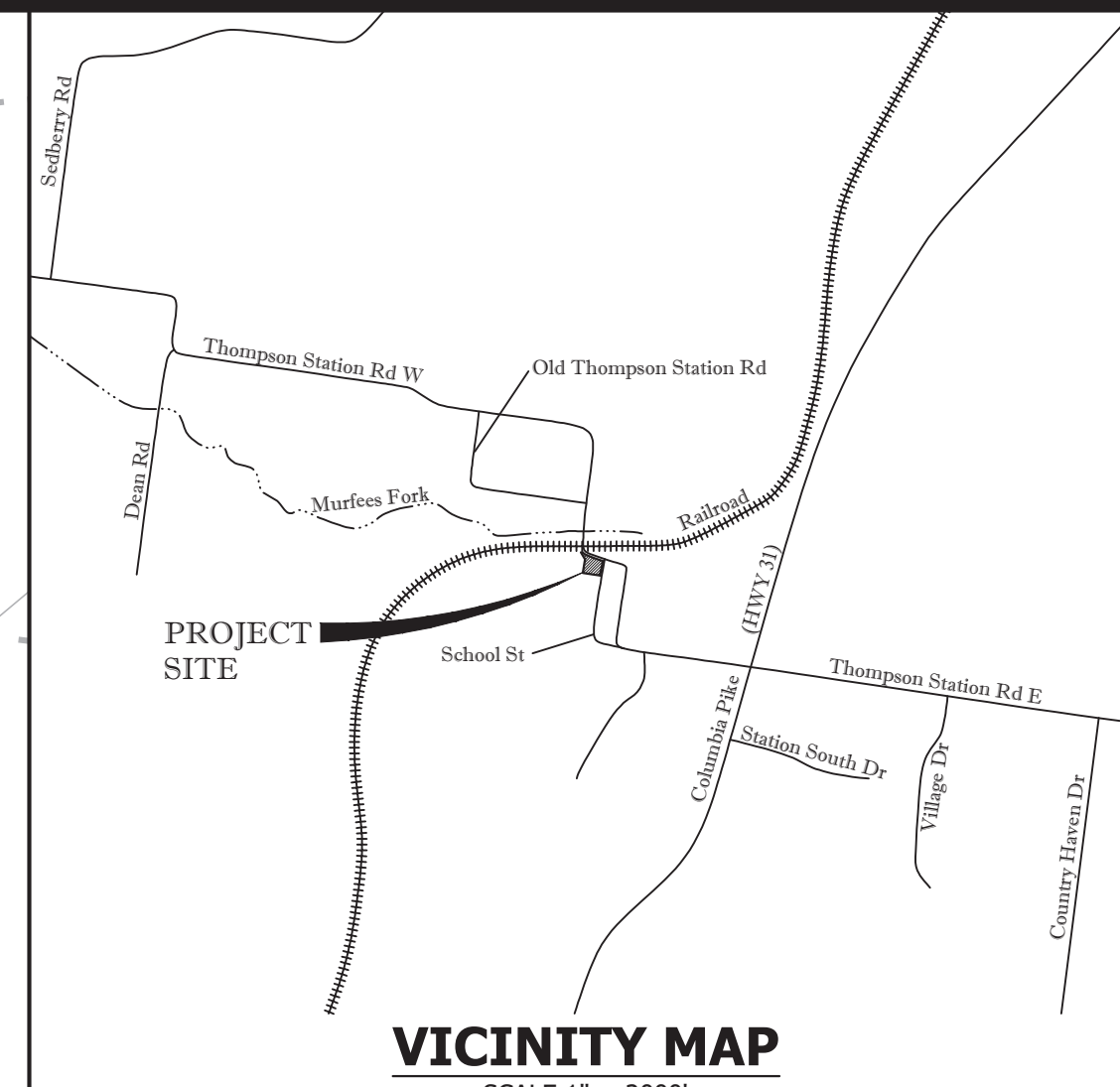
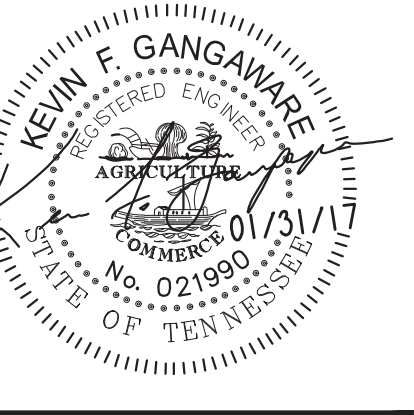


TAX MAP 146 PARCEL 40.01
TAX MAP 146-N, GROUP "A", PARCEL 1.00

PROJECT BENCHMARK:
DESCRIPTION:
ELEVATION:

GRAPHIC SCALE 1"=20'

0 5 10 15 20 40 60

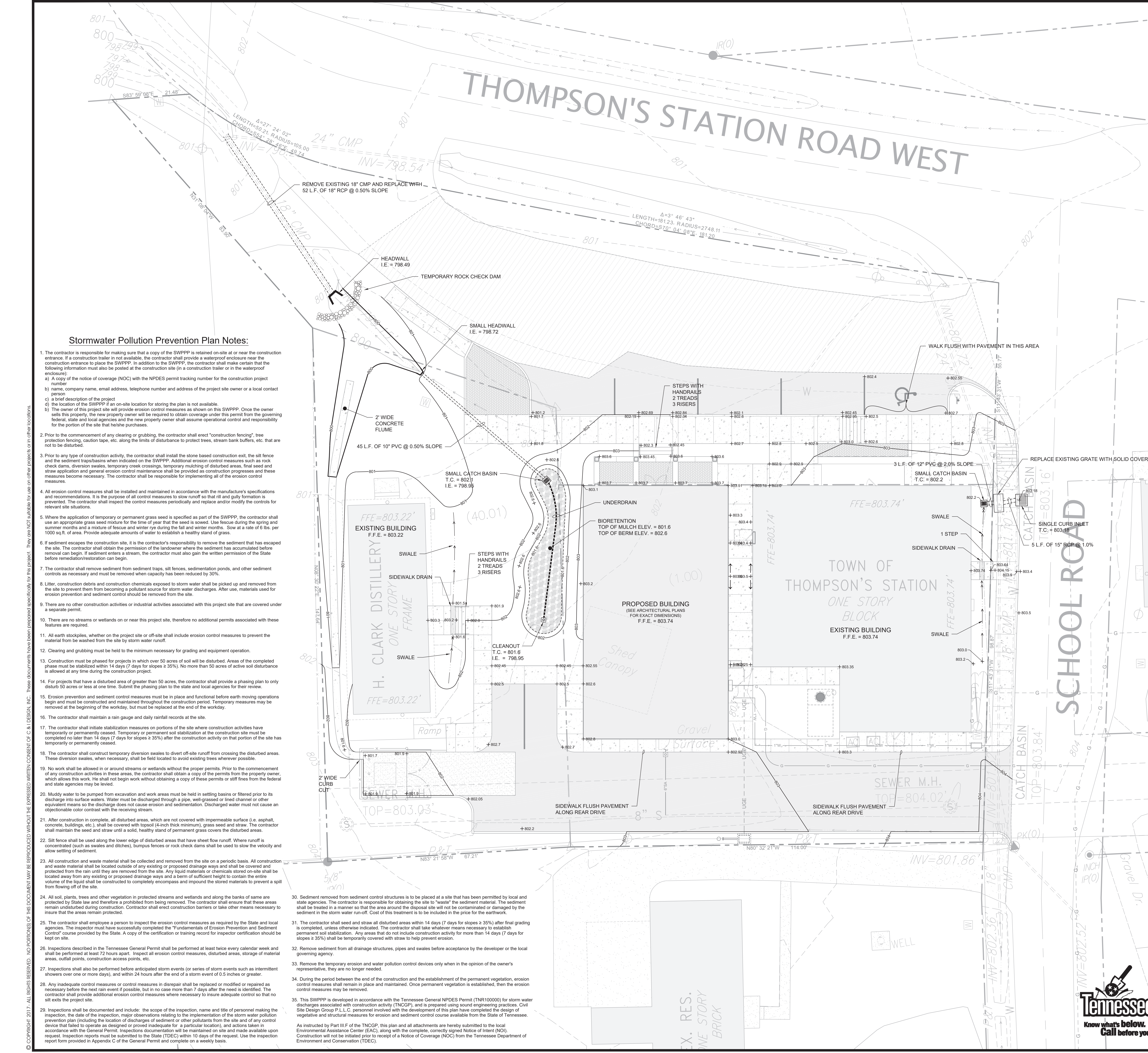


VICINITY MAP
SCALE 1" = 2000'

Site Grading, Drainage & Erosion Control Notes:

- The disturbed area for this project is approximately 0.9 acres.
- The contractor shall comply with all pertinent provisions of the manual of accident prevention and construction issued by AGC of America, Inc. and the safety and health regulations of construction issued by the U.S. Department of Labor.
- The contractor shall call "Tennessee One Call" (811) 72 hours prior to proceeding with any excavation.
- If any springs or underground streams are exposed during construction, permanent French drains may be required. The drains shall be specified and located during construction as required by the conditions which are encountered, and shall be approved by the engineer.
- Stockpiled topsoil or fill material shall be treated so no sediment run-off will contaminate surrounding areas or enter nearby streams.
- Clean silt barriers when they are approximately 30% filled with sediment or as directed by the owner's representative. Silt barriers shall be replaced as effectiveness is significantly reduced, or as directed by the owner's representative.
- All new pipes under existing paved areas shall be backfilled to the top of subgrade with # 57 crushed stone.
- Sediment removed from sediment control structures is to be placed at a site approved by the local governing authority. It shall be treated in a manner so that the area around the disposal site will not be contaminated or damaged by the sediment in the run-off. Cost for this treatment is to be included in the bid price for earthwork. The contractor shall obtain the disposal site as part of his work.
- Reinforced concrete storm drainage pipe shall be Class III. Corrugated metal pipe shall be 14 gauge unless otherwise noted.
- Minimum grade on barriers or concrete paving shall be 1.0%.
- Construct silt ditches before beginning any grading operations.
- This grading & drainage plan is not a determination or guarantee of the suitability of the subsurface conditions for the work indicated. Determination of the subsurface conditions for the work indicated is solely the responsibility of the contractor.
- Do not disturb vegetation or remove trees except when necessary for grading purposes.
- Any site used for disposal and/or stockpile of any material shall be properly permitted for such activity. It is the responsibility of the contractor to see that all required permits are secured for each property utilized. A copy of the approved permit must be provided to the inspector prior to commencement of work on any property. Failure to do so may result in the contractor removing any illegally placed material at his own expense.
- Re-spread topsoil (6 inch minimum thickness), seed, and straw all disturbed areas as soon as possible after final grading is completed, unless otherwise indicated. Contractor shall take whatever means necessary to establish permanent soil stabilization.
- Proposed contour lines and spot elevations are the result of an engineer's grading design and should be planned in conjunction with drainage and movement of materials. Should the contractor have any question of the intent or any problem with the continuity of grades, the engineer shall be contacted immediately.
- All cut and fill slopes shall be 3 horizontal to 1 vertical or flatter unless otherwise indicated on plans.
- Positive drainage shall be established as the first order of work and shall be maintained at all times during and after construction. Soil softened by perched water in foundation and pavement areas must be undercut and replaced with suitable fill material.
- Remove sediment from all drainage structures before acceptance by local governing agency, or as directed by the owner's representative.
- Contractor shall conform to all applicable codes and obtain approval as necessary before beginning construction.
- Remove the temporary erosion and water pollution control devices only after a solid stand of grass has been established on graded areas and when in the opinion of the owner's representative, they are no longer needed.
- Provide temporary construction access(es) at the point(s) where construction vehicles exit the construction area. Maintain public roadways free of tracked mud and dirt.
- All earthwork, including the excavated subgrade and each layer of fill, shall be monitored and approved by a qualified geotechnical engineer, or his representative.
- All fill material on this project shall be approved by the geotechnical engineer prior to placement. This material shall be placed in lifts and compacted as directed by the geotechnical engineer. The contractor shall be responsible for employing a geotechnical engineer if one is not provided by the owner.
- All drainage construction materials and installation shall conform to the requirements and specifications of the local governing agency.
- It shall be the contractor's responsibility to waste excess earth material off site at no additional cost to the owner. The contractor shall first offer the excess material to the owner. If not accepted by the owner, the contractor shall dispose of earth material off site. It shall also be the contractor's responsibility to import suitable material (at no additional cost to the owner) for earthwork operations if sufficient amounts of earth material are not available on site.
- The contractor shall check all existing grades and dimensions in the field prior to beginning work and report any discrepancies to the engineer. Commencement of any grading work constitutes the contractor's acceptance of the existing grade as matching those shown on the plans.
- Strip topsoil from all cut and fill areas and stockpile. Upon completion of general grading re-spread the topsoil over all disturbed areas, to a minimum depth of 6". Contractor shall supply additional topsoil if insufficient quantities exist on site. Remove any excess topsoil from site.
- The contractor shall take special care to compact fill sufficiently around and over all pipes, structures, valve stems, etc., inside the proposed paved areas to avoid settlement. Any settlement during the warranty period shall be restored by the contractor at an additional cost to the owner.
- In no case shall slope height, slope inclination, or excavation depth, including trench construction, exceed those specified in local, state and federal regulations, specifically the current OSHA Health and Safety Standards for Excavations (29 CFR Part 1926) shall be followed.
- All fill slopes and cut slopes on this project shall be reviewed by the owner's geotechnical engineer during construction to confirm that the slopes are (will be) stable. It is the contractor's responsibility to have this confirmation in writing from the geotechnical engineer.
- All fill on this project shall be installed and compacted in accordance with the owner's geotechnical engineer's recommendation. The owner's geotechnical engineer shall review all filling operations to confirm the earthwork is properly installed and compacted. It is the contractor's responsibility to have this confirmation in writing from the geotechnical engineer.
- All horizontal and vertical information of proposed culverts shown herein which accept/discharge flows to/from existing channels are approximate utilizing topographic drawings. The final horizontal and vertical alignments shall be field located by the contractor prior to the ordering of materials or commencement of construction and shall notify the engineer of any discrepancies to what was designed.

THOMPSON'S STATION ROAD WEST



Stormwater Pollution Prevention Plan Notes:

- The contractor is responsible for making sure that a copy of the SWPPP is retained on-site at or near the construction entrance. If a construction trailer is not available, the contractor shall provide a waterproof enclosure near the construction entrance to place the SWPPP. In addition to the SWPPP, the contractor shall make certain that the following information must also be posted at the construction site (in a construction trailer or in the waterproof enclosure):
 - A copy of the notice of coverage (NOC) with the NPDES permit tracking number for the construction project number
 - name, company name, email address, telephone number and address of the project site owner or a local contact person
 - a brief description of the project
 - the location of the SWPPP if an on-site location for storing the plan is not available.
- The owner of this project site will provide erosion control measures as shown on this SWPPP. Once the owner sells this property, the new property owner will be required to obtain coverage under this permit from the governing federal, state and local agencies and the new property owner shall assume operational control and responsibility for the portion of the site that he/she purchases.
- Prior to the commencement of any clearing or grubbing, the contractor shall erect "construction fencing", tree protection fencing, caution tape, etc. along the limits of disturbance to protect trees, stream bank buffers, etc. that are not to be disturbed.
- Prior to any type of construction activity, the contractor shall install the stone based construction exit, the silt fence and the sediment traps/basins as indicated on the SWPPP. Additional erosion control measures such as rock check dams, diversion swales, temporary creek crossings, temporary mulching of disturbed areas, final seed and straw application and general erosion control maintenance shall be provided as construction progresses and these measures become necessary. The contractor shall be responsible for implementing all of the erosion control measures.
- All erosion control measures shall be installed and maintained in accordance with the manufacturer's specifications and recommendations. It is the purpose of all control measures to slow runoff so that silt and gully formation is prevented. The contractor shall inspect the control measures periodically and replace and/or modify the controls for relevant site situations.
- Where the application of temporary or permanent grass seed is specified as part of the SWPPP, the contractor shall use an appropriate grass seed mixture for the time of year that the seed is sowed. Use fescue during the spring and summer months and a mixture of fescue and winter rye during the fall and winter months. Sow at a rate of 6 lbs. per 1000 sq. ft. of area. Provide adequate amounts of water to establish a healthy stand of grass.
- If sediment escapes the construction site, it is the contractor's responsibility to remove the sediment that has escaped the site. The contractor shall obtain the permission of the landowner where the sediment has accumulated before removal can begin. If sediment enters a stream, the contractor must also gain the written permission of the State before remediation/reconstruction can begin.
- The contractor shall remove sediment from sediment traps, silt fences, sedimentation ponds, and other sediment controls as necessary and must be removed when capacity has been reduced by 30%.
- Litter, construction debris and construction chemicals exposed to storm water shall be picked up and removed from the site to prevent them from becoming a pollutant source for storm water discharges. After use, materials used for erosion prevention and sediment control should be removed from the site.
- There are no other construction activities or industrial activities associated with this project site that are covered under a separate permit.
- There are no streams or wetlands on or near this project site, therefore no additional permits associated with these features are required.
- All earth stockpiles, whether on the project site or off-site shall include erosion control measures to prevent the material from being washed from the site by storm water.
- Clearing and grubbing must be held to the minimum necessary for grading and equipment operation.
- Construction must be phased for projects in which over 50 acres of soil will be disturbed. Areas of the completed phase must be stabilized within 14 days (7 days for slopes \geq 35%). No more than 50 acres of active soil disturbance is allowed at any time during the construction project.
- For projects that have a disturbed area of greater than 50 acres, the contractor shall provide a phasing plan to only disturb 50 acres or less at one time. Submit the phasing plan to the state and local agencies for their review.
- Erosion prevention and sediment control measures must be in place and functional before earth moving operations begin and must be constructed and maintained throughout the construction period. Temporary measures must be removed at the beginning of the workday, but must be replaced at the end of the workday.
- The contractor shall maintain a rain gauge and daily rainfall records at the site.
- The contractor shall initiate stabilization measures on portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site must be completed no later than 14 days (7 days for slopes \geq 35%) after the construction activity on that portion of the site has temporarily or permanently ceased.
- The contractor shall construct temporary diversion swales to divert off-site runoff from crossing the disturbed areas. These diversion swales, when necessary, shall be field located to avoid existing trees wherever possible.
- No work shall be allowed in or around streams or wetlands without the proper permits. Prior to the commencement of any construction activities in these areas, the contractor shall obtain a copy of the permits from the property owner which allows this work. He shall not begin work without obtaining a copy of these permits or stiff fines from the federal and state agencies may be levied.
- Muddy water to be pumped from excavation and work areas must be held in settling basins or filtered prior to its discharge into surface waters. Water must be discharged through a pipe, well-grassed or lined channel or other equivalent means so the discharge does not cause erosion and sedimentation. Discharged water must not cause an objectionable color contrast with the receiving stream.
- After construction is complete, all disturbed areas, which are not covered with impermeable surface (i.e. asphalt, concrete, buildings, etc.), shall be covered with topsoil (4-inch thick minimum), grass seed and straw. The contractor shall maintain the seed and straw until a solid, healthy stand of permanent grass covers the disturbed areas.
- Silt fence shall be used along the lower edge of disturbed areas that have sheet flow runoff. Where runoff is concentrated (such as swales and ditches), bump fences or rock check dams shall be used to slow the velocity and allow settling of sediment.
- All construction and waste material shall be collected and removed from the site on a periodic basis. All construction and waste material shall be located outside of any existing or proposed drainage ways and shall be covered and protected from the rain until they are removed from the site. Any liquid materials or chemicals stored on-site shall be located away from any existing or proposed drainage ways and a berm of sufficient height to contain the entire volume of the liquid shall be constructed to completely encompass and impound the stored materials to prevent a spill from flowing off of the site.
- All soil, plants, trees and other vegetation in protected streams and wetlands and along the banks of same are protected by State law and therefore a prohibited from being removed. The contractor shall ensure that these areas remain undisturbed during construction. Contractor shall erect construction barriers or take other means necessary to insure that the areas remain protected.
- The contractor shall employ a person to inspect the erosion control measures as required by the State and local agencies. The inspector must have successfully completed the Fundamentals of Erosion Prevention and Sediment Control course provided by the State. A copy of the certification or training record for inspector certification should be kept on site.
- Inspections described in the Tennessee General Permit shall be performed at least twice every calendar week and shall be performed at least 72 hours apart. Inspect all erosion control measures, disturbed areas, storage of material areas, outfall points, construction access points, etc.
- Inspections shall also be performed before anticipated storm events (or series of storm events such as intermittent showers over one or more days), and within 24 hours after the end of a storm event of 0.5 inches or greater.
- Any inadequate control measures or control measures in disrepair shall be repaired or modified or replaced as necessary before the next rain event if possible, but in no case more than 7 days after the need is identified. The contractor shall provide additional erosion control measures where necessary to insure adequate control so that no silt exits the project site.
- Inspections shall be documented and include: the scope of the inspection, name and title of personnel making the inspection, the date of the inspection, major observations relating to the implementation of the storm water pollution prevention plan (including the location of discharges of sediment or other pollutants from the site and of any control device that failed to operate as designed or proved inadequate for a particular location), and actions taken in accordance with the General Permit. Inspection documentation will be maintained on site and made available upon request. Inspection reports must be submitted to the State (TDEC) within 10 days of the request. Use the inspection report form provided in Appendix C of the General Permit and complete on a weekly basis.

Stormwater Pollution Prevention Plan Notes:

- The contractor shall seed and straw all disturbed areas within 14 days (7 days for slopes \geq 35%) after final grading is completed, unless otherwise indicated. The contractor shall take whatever means necessary to establish permanent soil stabilization. Any areas that do not include construction activity for more than 14 days (7 days for slopes \geq 35%) shall be temporarily covered with straw to help prevent erosion.
- Remove sediment from all drainage structures, pipes and swales before acceptance by the developer or the local governing agency.
- Remove the temporary erosion and water pollution control devices only when in the opinion of the owner's representative, they are no longer needed.
- During the period between the end of the construction and the establishment of the permanent vegetation, erosion control measures shall remain in place and maintained. Once permanent vegetation is established, then the erosion control measures may be removed.
- This SWPPP is developed in accordance with the Tennessee General NPDES Permit (TNR100000) for storm water discharges associated with construction activity (TNCP), and is prepared using sound engineering practices. Civil Site Design Group P.L.L.C. personnel involved with the development of this plan have completed the design of vegetative and structural measures for erosion and sediment control course available from the State of Tennessee.

As instructed by Part III.F of the TNCP, this plan and all attachments are hereby submitted to the local Environmental Assistance Center (EAC), along with the complete, correctly signed Notice of Intent (NOI). Construction will not be initiated prior to receipt of a Notice of Coverage (NOC) from the Tennessee Department of Environment and Conservation (TDEC).

A NEW FACILITY
FOR THE
**THOMPSON'S STATION
TOWN HALL**
SITE ADDRESS
1555 THOMPSON STATION ROAD WEST
THOMPSON STATION, TENNESSEE 37179

GRADING, DRAINAGE & UTILITY PLAN

REVISIONS:

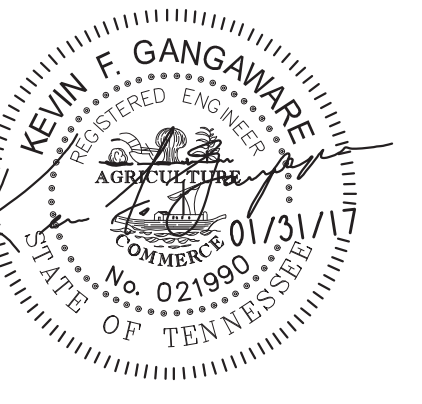
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JOB NO.:	15009.00
DR. BY:	AM
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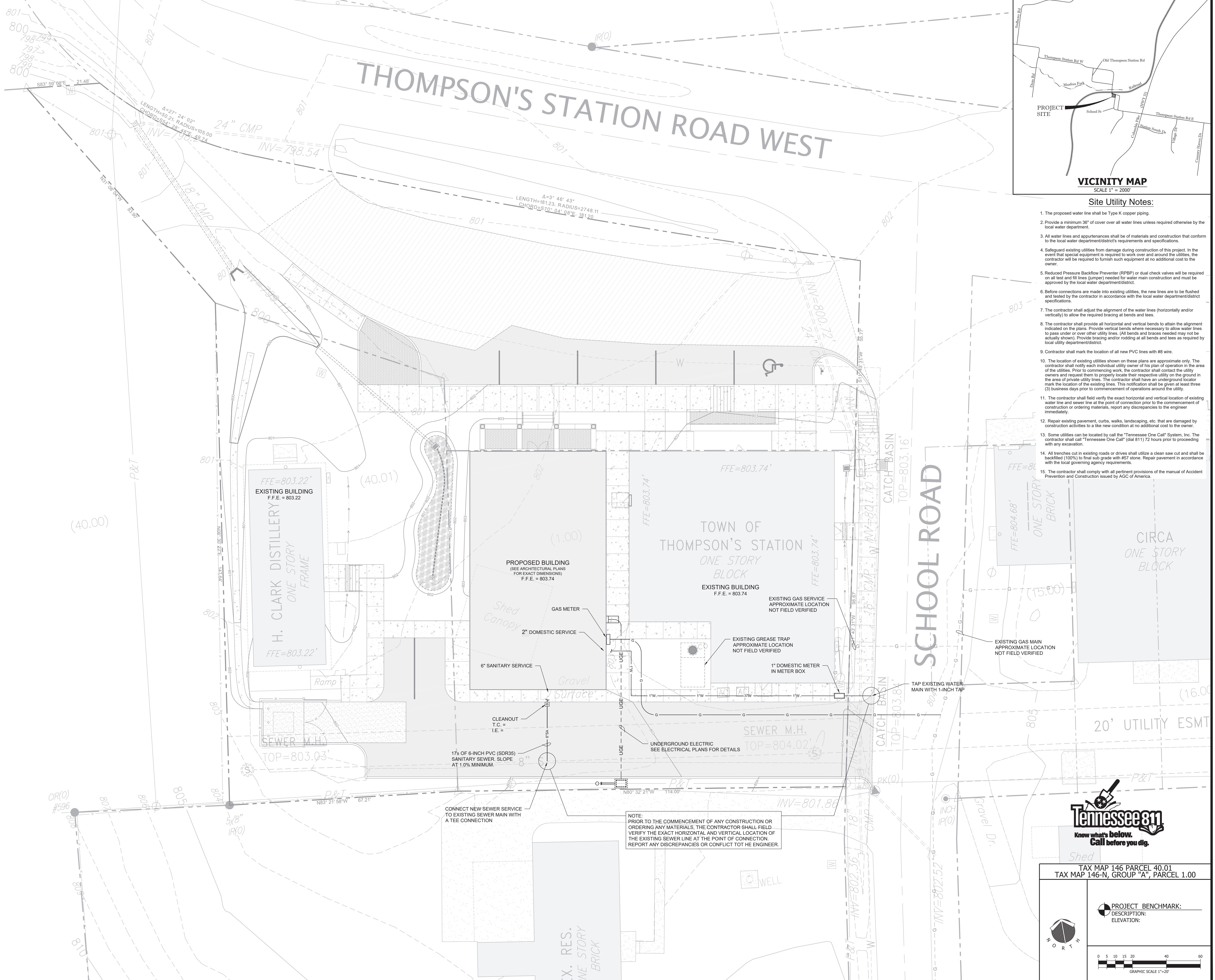
PROJECT BENCHMARK:
DESCRIPTION:
ELEVATION:





A NEW FACILITY
FOR THE
**THOMPSON'S STATION
TOWN HALL**
SITE ADDRESS
1555 THOMPSON STATION ROAD WEST
THOMPSON'S STATION, TENNESSEE 37179

C400
SITE UTILITY PLAN
REVISIONS:
DATE: 01.31.17
JOB NO.: 15009.00
DR. BY: AM
CK. BY: KG
FILE NAME:
TAX MAP 146-N, GROUP "A", PARCEL 1.00
PROJECT BENCHMARK:
DESCRIPTION:
ELEVATION:
GRAPHIC SCALE 1"=20'
NORTH



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PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT	CAL	SIZE
	1	Commemoration Sugar Maple / Acer saccharum 'Commemoration' 6' Clear Trunk, Single, Straight Central Leader, Evenly Branched, Full Symmetrical Crown, Street Tree Quality. See Tree Specifications.	B & B	4'Cal	14'-16' HT
	3	Patt Faye Decid. Cedar / Cedrus deodara 'Patt Faye' Full, Dense, Upright Specimen	B & B		8' HT
	2	Hearts of Gold Redbud / Cercis canadensis 'Hearts of Gold' 4' Clear Single Trunk, Evenly Branched, Full Symmetrical Crown, See Tree Specifications	B & B		10' HT
	10	Blue Arrow Juniper / Juniperus virginiana 'Blue Arrow' Full, Dense Form. See Tree Specifications	B & B		6' HT
	4	Dynamite Grape Myrtle / Lagerstroemia indica 'Dynamite' 3 Equal Cane, Full Rounded Head. See Tree Specifications, MATCHED	B & B		12' HT
	1	Urban Pinnacle Bur Oak / Quercus macrocarpa 'Urban Pinnacle' 6' Clear Trunk, Single, Straight Central Leader, Evenly Branched, Full Symmetrical Crown, Street Tree Quality. See Tree Specifications.	B & B	4'Cal	14'-16' HT
SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	CONT		
	10	Little Bluestem / Andropogon scoparius 'The Blues' Full, Dense Form	#1 Container		
	11	Rheinland Astilbe / Astilbe x arendsii 'Rheinland' Full, Heavy, Well-Rooted.	#1 Container		
	6	Blue Chip Dwf. Butterfly Bush / Buddlejia davidii 'Blue Chip'	16' HT		
	35	Green Velvet Boxwood / Buxus x 'Green Velvet' Full, Dense Form. Unsheered	18' HT / 18' SP		
	8	Yellow Twig Dogwood / Cornus sericea 'Flaviramea' Full, Dense Form	24' HT		
	2	Tardiva Hydrangea / Hydrangea paniculata 'Tardiva' Tree Form. Full, Dense Crown	48' HT		
	50	Mondo Grass / Ophiopogon japonicus 'Silver Dragon'	1 Pint Container		
	22	Harmel Dwarf Fountain Grass / Pennisetum alopecuroides 'Harmel'	#1 Container		
	23	Mini Sunglo Spirea / Spiraea japonica 'Mini Sunglo' Full, Dense Dwarf Habbit (Can be sub with 'Magic Carpet')	#3 Container		
	16	Danica Globe Cedar / Thuja occidentalis 'Danica' TM Full, Dense Form	#3 Container		
	3	Rheingold Arborvitae / Thuja occidentalis 'Rheingold' Full, Dense Form	36' HT		
BIORETENTION	QTY	COMMON NAME / BOTANICAL NAME	CONT		
	23	Butterfly Milkweed / Asclepias tuberosa Full, Dense Form, Well Rooted	1 Pint Containers		
	11	Palm Sedge / Carex muskingumensis Full, Dense Form	#1 Container		
	5	Wild Hydrangea / Hydrangea arborescens Full Form	24' HT		
	5	Henry's Garnet Sweetspire / Itea virginica 'Henry's Garnet' Full, Heavy, Well Branched	#3 Cont. 16' HT		
	5	Autumn Joy Sedum / Sedum x 'Autumn Joy' Full, Dense	#1 Container		
	6	Autumn Goldenrod / Solidago sphacelata 'Golden Fleece' Full Dense	1 Pint Container		
	16	Prairie Dropseed / Sporobolus heterolepis Full, Dense	#1 Container		
	26	New England Aster / Symphytrichum novae-angliae 'Purple Dome' Full, Dense	1 Pint Container		

PLAN NOTES:

- ALL LANDSCAPE BEDS SHALL BE NEATLY TRENCHED WITH A BED EDGE AND HAVE 4" MINIMUM DEPTH OF SHREDED HARDWOOD MULCH.
- ALL TREES AND SHRUBS SHALL BE COORDINATED WITH LIGHTING PLAN PRIOR TO INSTALLATION.
- ALL TREES AND SHRUBS SHALL BE PLANTED 3" BEHIND BACK OF CURB.
- ALL AREAS OF DISTURBANCE OUTSIDE OF LANDSCAPE BEDS SHALL BE REPAIRED WITH REBEL III FESCUE SOG.

PLANTING SCHEDULE NOTES:

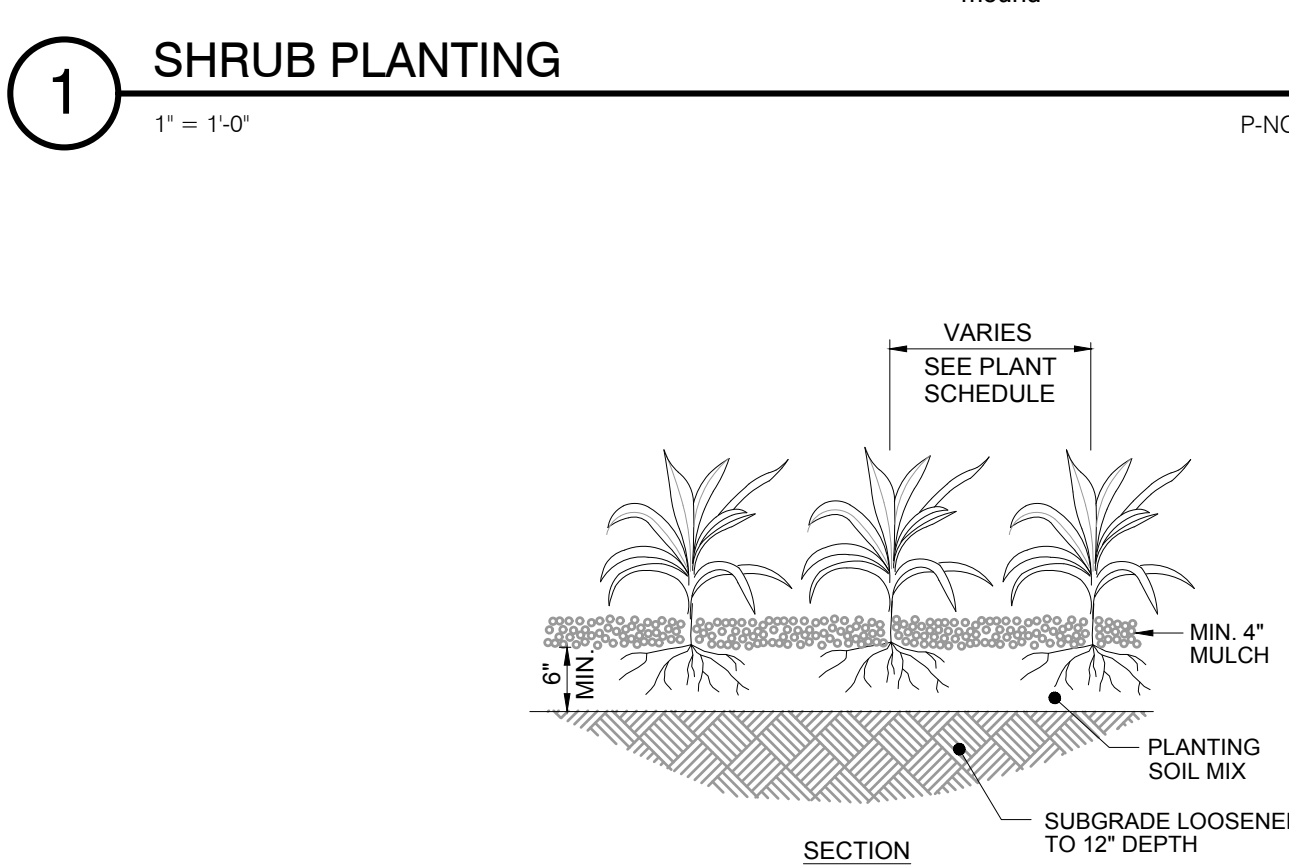
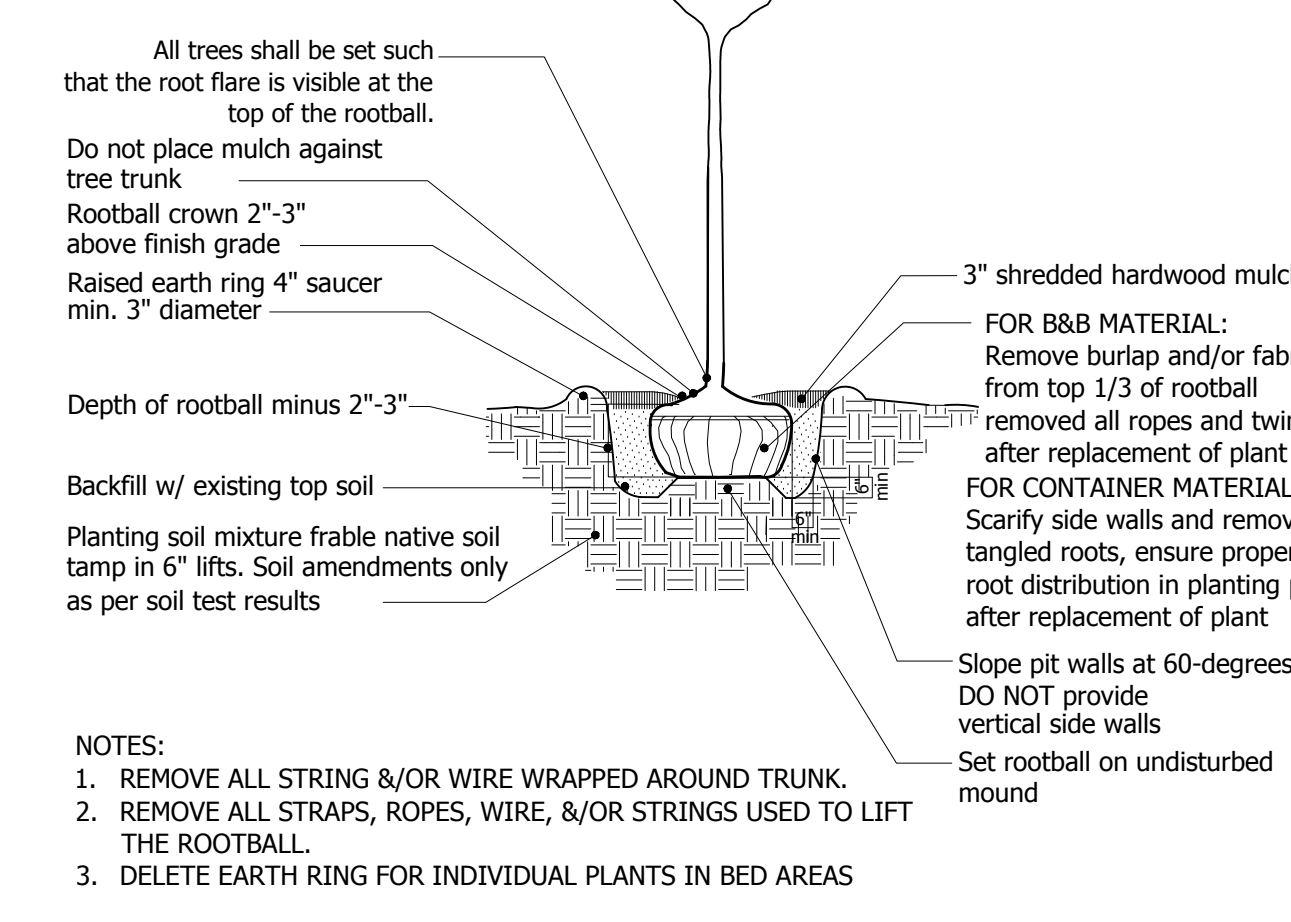
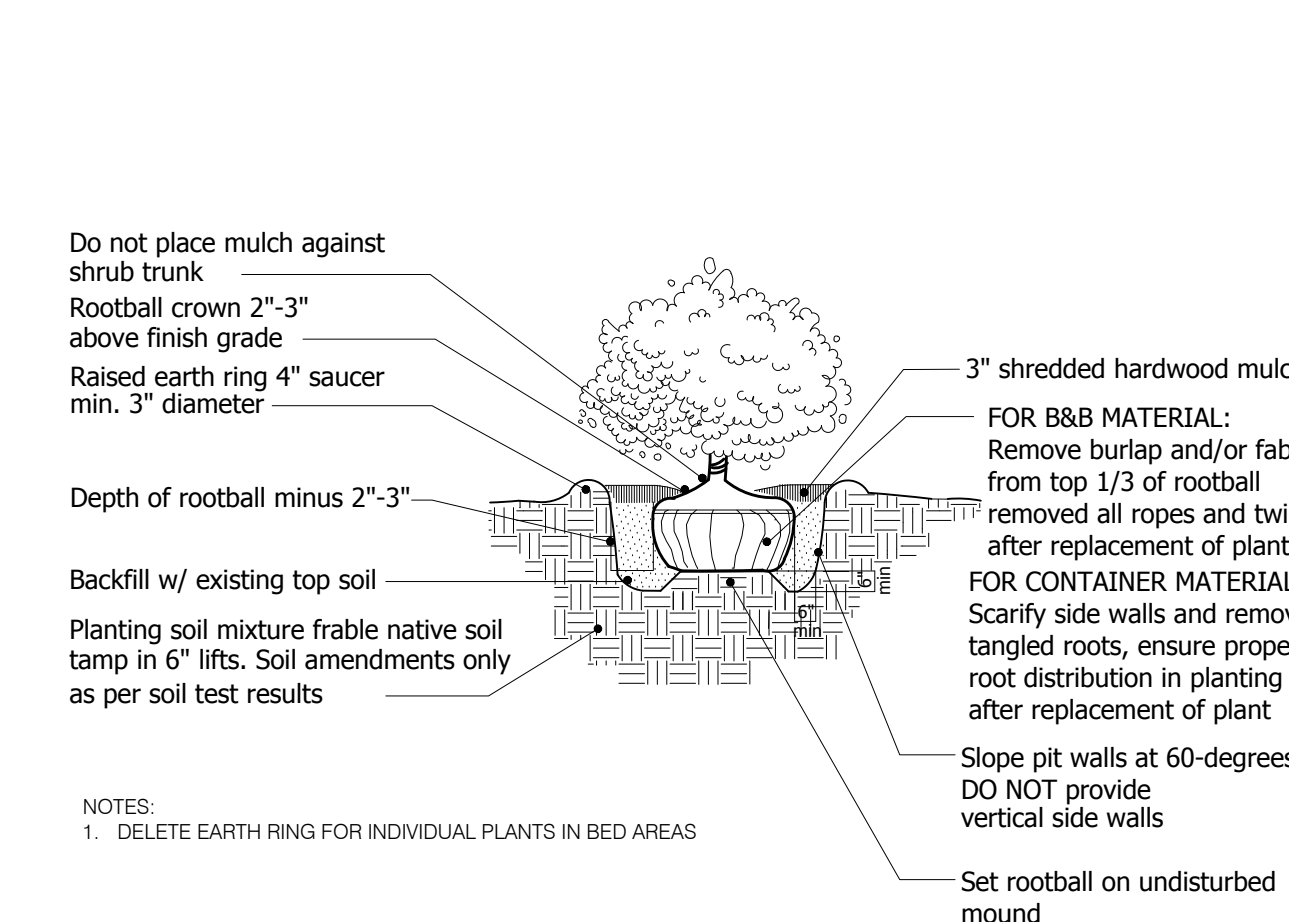
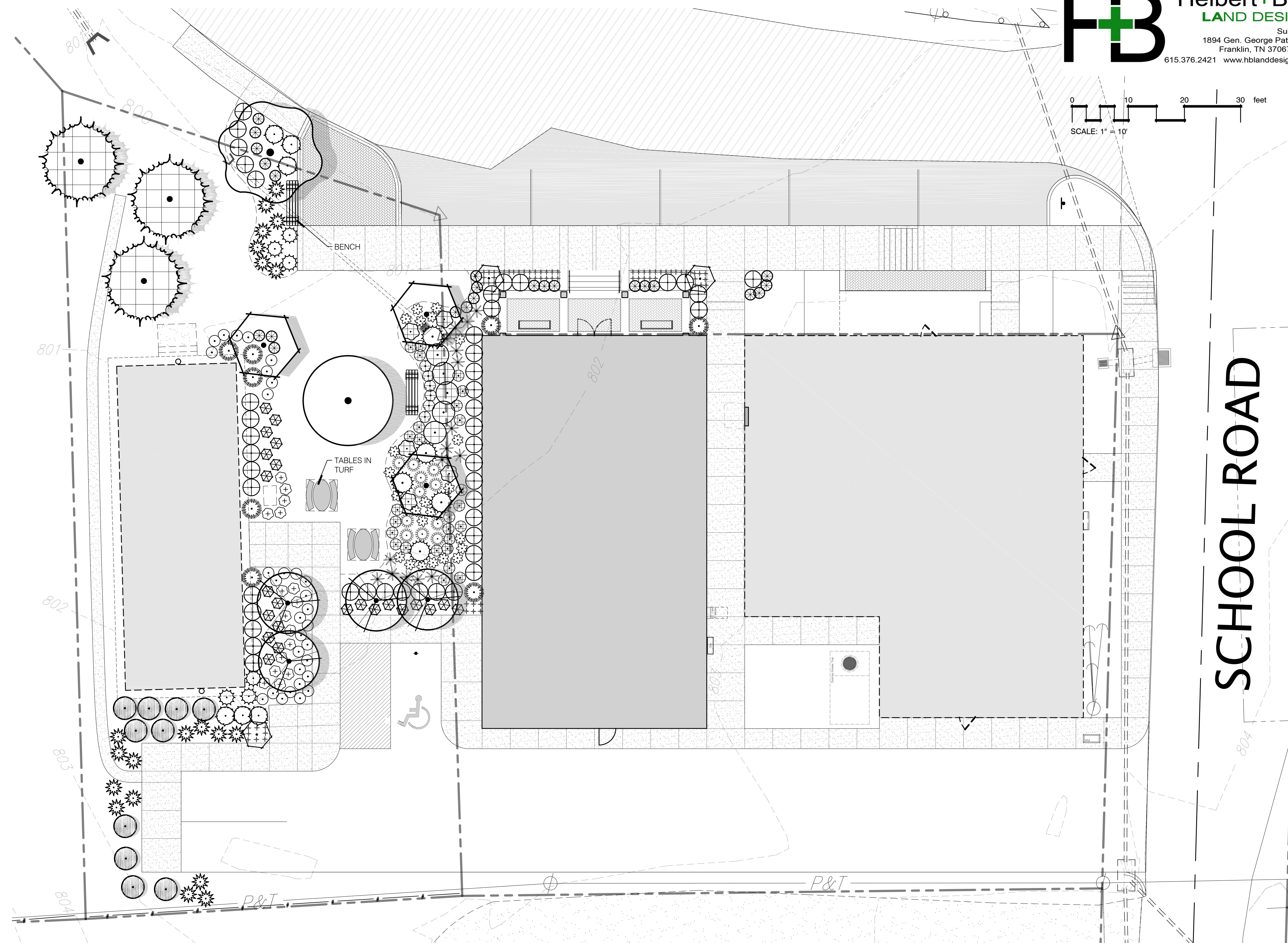
- SHRUBS AND TREES TO BE OF THE HIGHEST QUALITY.
- NO SUBSTITUTIONS ALLOWED WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER AND LANDSCAPE ARCHITECT OF RECORD.
- SUBSTITUTIONS AND DEVIATIONS MAY OR MAY NOT BE APPROVED.
- REVISED LANDSCAPE PLANS MUST BE SUBMITTED AND APPROVED BY THE CITY OF MURFREESBORO URBAN ENVIRONMENTAL DEPARTMENT 615-895-8059 PRIOR TO INSTALLATION.
- ALL IRRIGATION, LAWN AND PLANT MATERIALS WITHIN THE ROW MUST BE MAINTAINED BY THE PROPERTY OWNER.

Notes:

- The landscape contractor shall verify the exact location of all utilities and take necessary precautions to prevent damage to these utilities.
- The landscape contractor shall coordinate all construction with the appropriate utility company and shall be responsible for any damage to utilities.
- Plant materials and stumps indicated for removal shall be removed and disposed off-site by the contractor. Backfill holes with topsoil free of roots and rocks.
- All planting and mulch beds shall be hand weeded or sprayed with round-up (contractor's option) prior to the installation of mulch.
- The landscape contractor shall be responsible for the fine grading of all planting areas.
- The landscape contractor shall verify all material quantities. In the event of a discrepancy, the quantities shown on the plan will take precedence.
- The landscape contractor shall be responsible for completely maintaining the work of all planting areas and lawns per landscape notes on drawing until substantial completion.
- The standards set forth in 'American Standard for Nursery Stock' represent general guideline specifications only and will constitute minimum quality requirements for plant material. All plants must meet minimum size noted at the materials schedule. Trees shall be No. 1 grade specimen and shrubs shall be heavy well shaped specimens as well.
- The landscape contractor shall completely guarantee all work for a period of two(2) years beginning at the date of acceptance. The landscape contractor shall make all replacements of any dead or damaged plant material promptly (as per direction of owner).
- The landscape contractor shall provide the owner with written instructions on the proper care of all specified plant materials prior to substantial completion.
- Existing trees to remain shall be protected from construction damage. Selectively prune dead wood.
- All deciduous trees, existing and proposed shall be pruned to provide 4' minimum clear trunk unless otherwise noted.
- ATTENTION OWNER/INSTALLER:
This landscape plan has been designed to meet the minimum requirements of the Murfreesboro zoning ordinance, the approval of the planning commission, and planning department policy. Relocating, substituting, resizing, reducing or deleting material may cause the site to no longer conform to the requirements; Thus problems may arise with releasing the performance/maintenance bond for landscaping. Deviation from the approved landscape plan shall not be made without first consulting Heibert + Ball, Land Design and then obtaining approval from either the planning commission or the planning department.

SUBSTITUTION NOTE:

- Requirements shown are as per City Zoning Ordinance.
 - Substitutions are not allowed unless approved by Heibert+Ball Land Design.
 - After installation, the landscape will be maintained by the owner.
 - Additional screening may be required if the inspection for the release of the performance bond reveals that the screening is not effective.
- TO AVOID OVERHEAD UTILITY CONFLICTS:**
In the event proposed canopy trees are in conflict (within 25') with proposed or existing overhead utility locations, the landscape contractor shall stop work and contact Heibert+Ball Land Design immediately for coordination and field adjustment.
- TO AVOID OVERHEAD LIGHT POLE CONFLICTS:**
In the event proposed canopy trees are in conflict (within 10') with proposed or existing light pole locations, the landscape contractor shall stop work and contact Heibert+Ball Land Design immediately for coordination and field adjustment.
- UTILITY SCREENING**
All utility structures, transformers, meters, and/or units shall be screened with plant material tall enough to provide an effective screen. Structures not shown on landscape plans will be required to be screened. If utilities are added to the site, contact Heibert+Ball Land Design for screening recommendations.
- PLANT STANDARDS**
The standards set forth in 'American Standard for Nursery Stock' represent general guideline specifications only and will constitute minimum quality requirements for plant material. All plants must meet minimum size noted at the materials schedule. And meet the characteristics stated on this drawing. All material installed on the site MUST meet or exceed these specifications. Any trees or shrubs not meeting these standards can be rejected at time of inspection.
- TREE SPECIFICATIONS: ALL TREES SHALL HAVE THE FOLLOWING CHARACTERISTICS:**
- Deciduous trees shall have one dominant single straight trunk with the tip of the leader on the main trunk left intact and the terminal bud on the central leader is at the highest point on the tree.
 - Trees with forked trunks are acceptable if all the following conditions are met:
 - The fork occurs in the upper 1/3 of the tree.
 - One fork is less than 2/3 the diameter of the dominant fork.
 - The top 1/3 of the smaller fork is removed at the time of planting.
 - No branch is greater than 2/3 the diameter of the trunk directly above the branch.
 - The trunk and/or major branches shall not touch.
 - Several branches are larger in diameter and obviously more dominant.
 - Branching habit is more horizontal than vertical, and no branches are oriented nearly vertical to the trunk.
 - Branches are evenly distributed around the trunk with no more than one major branch located directly above another and the crown is full of foliage evenly distributed around the tree.
 - Crown spread shall look proportional to the tree.
 - NO flush cuts or open trunk wounds or other bark injury.
 - Root ball meets all ANSI standards and is appropriately sized.
- DEFICIENCIES NOT ACCEPTED:**
- Tip dieback on 5% of branches
 - Crown thin/sparsely foliated
 - Included bark
 - Major Branches touching
 - Asymmetrical branching
- LANDSCAPE SHALL NOT OBSTRUCT VISIBILITY OR ACCESS TO FIRE PROTECTION EQUIPMENT INCLUDING, BUT NOT LIMITED TO, FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS**



GROUND COVER / PERENNIAL PLANTING

3 GROUND COVER PLANTING



C & I DESIGN, INC.
P.O. Box 1197
101 Southeast Parkway Court, Suite 120
Franklin, Tennessee 37065
Phone: 615.599.2525
Fax: 615.599.7755



A NEW FACILITY FOR THE
THOMPSON'S STATION CITY HALL
SITE ADDRESS
1555 THOMPSON STATION ROAD WEST
THOMPSON'S STATION, TENNESSEE 37179

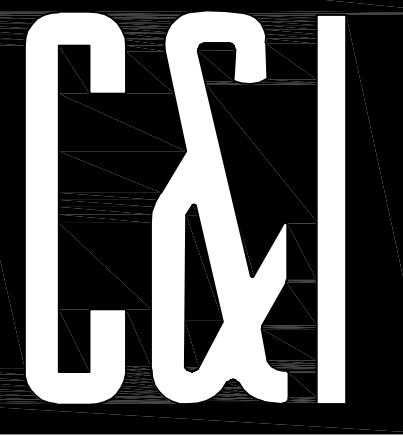
L100 LANDSCAPE PLAN

DATE:	01.31.17
JOB NO.:	15009.00
DR. BY:	
CK. BY:	
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REVISIONS:

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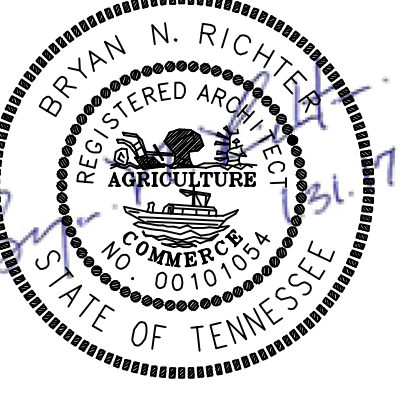
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ARCHITECTURE
INTERIORS

C & I DESIGN, INC.

P.O. Box 1197
101 Southeast Parkway Court, Suite 120
Franklin, Tennessee 37065
Phone: 615.599.2525
Fax: 615.599.7755



A NEW FACILITY
FOR THE
**THOMPSON'S STATION
TOWN HALL**

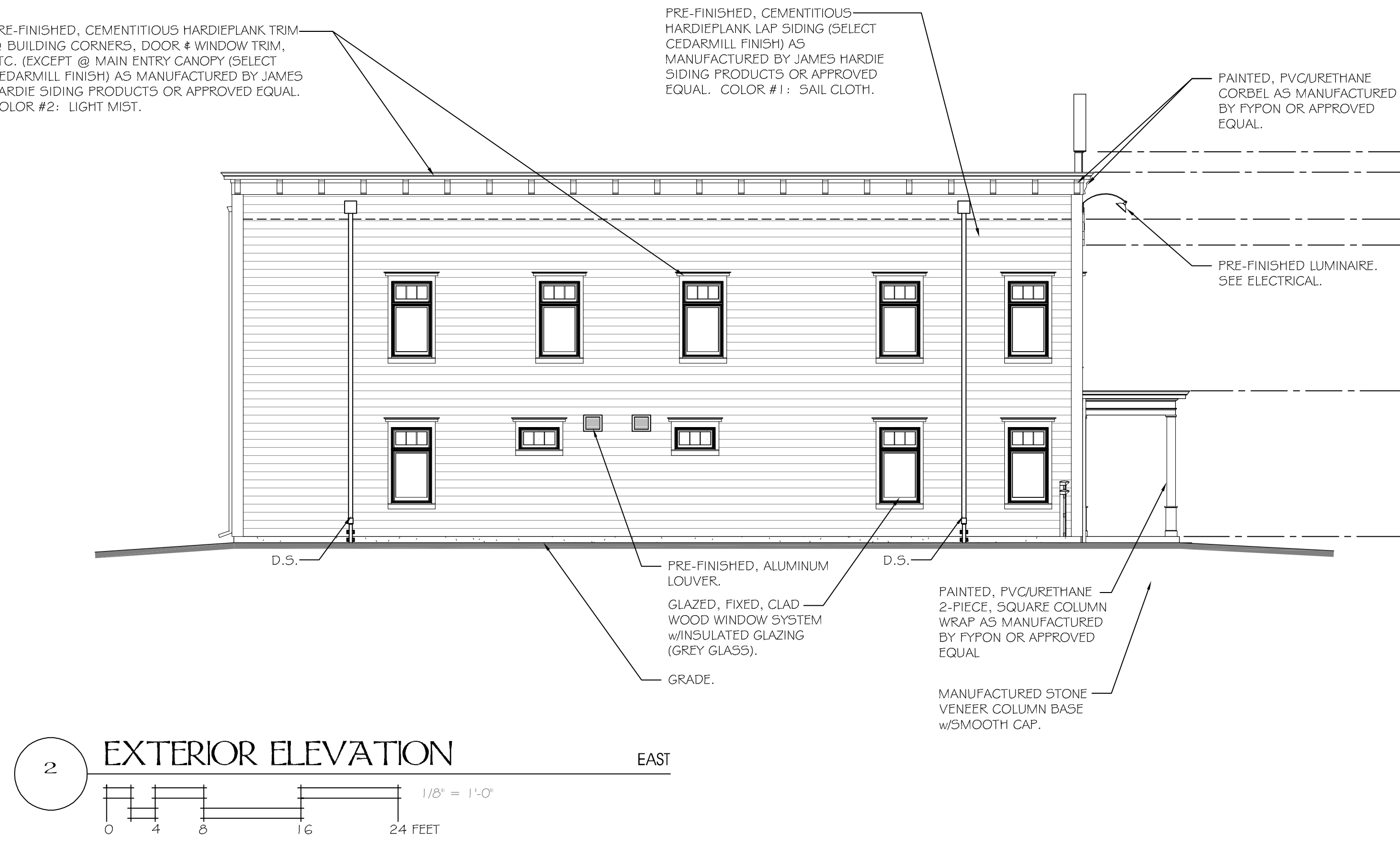
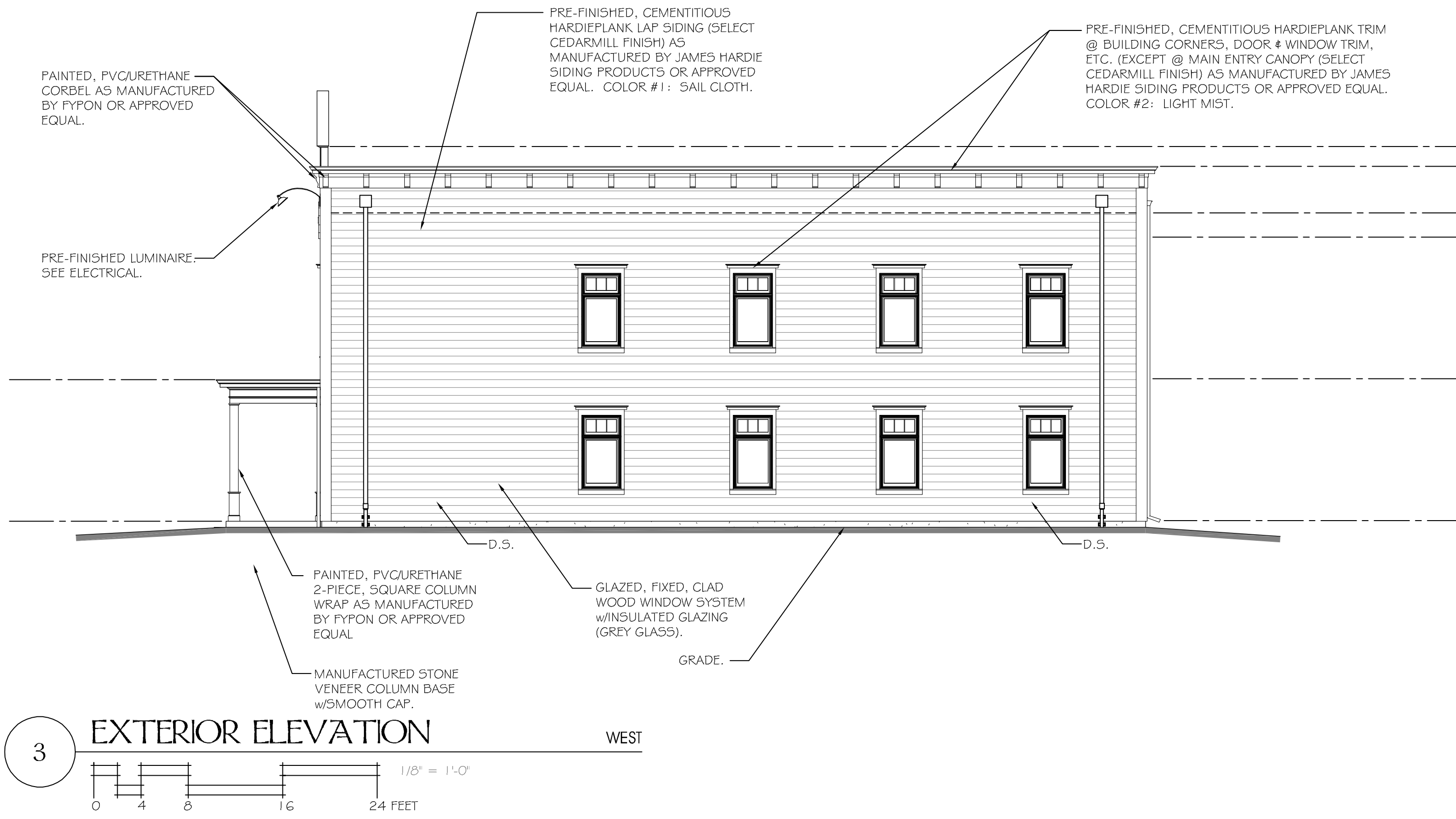
SITE ADDRESS
1655 THOMPSON STATION ROAD WEST
THOMPSONS STATION, TENNESSEE 37179

EXTERIOR ELEVATIONS

REVISIONS:

DATE:	06.04.18	REVISIONS:	Δ
JOB NO.:	15009.00	Δ	Δ
DR. BY:	b.	Δ	Δ
CK. BY:	BP	Δ	Δ
FILE NAME:	15009_sch-c400.dwg	Δ	Δ
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MATTHEW T. ARVIN

CAREER SUMMARY

Matthew T. Arvin has five years of experience in construction safety management field in which he supervised the installation and modification of industrial equipment valued at over a billion dollars. He also supervised thousands of union and non-union tradespeople across all of North America. He is an OSHA trainer and is licensed to teach both OSHA 10 and OSHA 30 classes. Complementing his safety experience, he is also a licensed attorney in the State of Tennessee with experience in Insurance Law. Matthew has beginner Spanish speaking skills and global business experience as he supervised the installation of the new conveyor system in the Assembly Shop of Toyota Motor Manufacturing Baja California (Mexico).

BAR ADMISSION

Tennessee, October 2015

EDUCATION

Ave Maria School of Law
Juris Doctorate

Naples, FL
May 2011

Valparaiso University
Bachelor of Arts, cum laude

Valparaiso, IN
May 2008

CONSTRUCTION SAFETY CERTIFICATIONS

- o OSHA 500 Trainer Course, Construction
- o OSHA 510 Training Course, Construction
- o OSHA 30 Training Course, Construction
- o NFPA 70E Certification
- o Certified Environmental Specialist
- o Indiana First Responder (Jan. 2012-Jan. 2014)
- o First Aid/CPR trained (June 2018-June 2020)

Email: matt.arvin85@gmail.com
Phone: 812-483-3579

MATTHEW T. ARVIN

SPEAKING ENGAGEMENTS

- o “Research Analytics in Baseball,” Guest Speaker at Lee University’s Career and Technical Content in Mathematics Seminar (June 2016)
- o “Advanced Statistics in Baseball,” Guest Speaker at Lee University’s Career and Technical Content in Mathematics Seminar (June 2017)
- o “Law on the Job: Safety and Health Regulations for the Construction Industry,” live webcast on ProLawCLE.com (August 2018)
- o “Construction Accident Investigations,” live webcast on ProLawCLE.com (December 2018)
- o “Legal Concerns in Construction,” live webcast on ProLawCLE.com (December 2018)

LEGAL PROJECTS

- o Produced documents for an antitrust DOJ investigation on a prominent health insurance company (February 2019-Present)
- o Reviewed documents for privilege, responsiveness, and confidentiality for a large hotel and vacation timeshare company regarding a breach of contract case (Mar. 2018-June 2018)
- o Reviewed medical codes submitted by providers to a national health insurance company, and aided in the preparation of an internal investigation within the insurance company (Sept. 2017-Feb. 2018)
- o Conducted privilege analysis for a Fortune 500 financial institution (Oct. 2017)
- o Reviewed and analyzed documents for discovery regarding a breach of contract in a billion dollar property insurance case (Apr. 2017-May 2017)
- o Performed document review, privilege review, and quality control for a breach of contract case in a multi-billion dollar merger attempt (Mar. 2017)
- o Reviewed documents regarding a securities exchange issue for a large construction company (Feb. 2017)
- o Analyzed documents involving company rules, procedures, business strategy, and rate setting methodology for responsiveness and for hot docs during a multi-district antitrust case against a major health insurance company (Mar. 2016-Oct. 2016)

Email: matt.arvin85@gmail.com
Phone: 812-483-3579

MATTHEW T. ARVIN

CONSTRUCTION SAFETY MANAGEMENT PROJECTS

- Mel-Kay Electric at Toyota Motor Manufacturing Indiana** **Princeton, IN**
Safety Representative January 2019-Present
- o Safety representative for a general contractor modifying robots, decking, and electrical panels in body weld.
- Lee Industrial Contracting at General Motors** **Spring Hill, TN**
Safety Representative June 2018-January 2019
- o Site safety supervisor of projects on the AA-2 Press in stamping including: the removal, cleaning, and re-installation of press gears, the replacement of the master carriage and tilt heads, the replacement of the loaders
 - o Demolition and installation of new exit conveyor, robots, tool stands, and vision system for the end of line of both AA-1 and AA-2 presses.
 - o Ensuring that all pre-task plans and daily paperwork are filled out properly. Supervised lockout policies and procedures. Maintain safe working conditions for Lee's employees.
- NKC America at Toyota Motor Manufacturing** **Memphis, TN**
Safety Manager May 2017-January 2018
- o Installation, extension, and modification of conveyors, motor drives, electrical panels, and dollies, for engine, trim, frame, and final lines in the assembly shop in Toyota Motor Manufacturing Baja California during the summer of 2017.
 - o Modification of emergency stop program on the overhead conveyor railing system in body weld for Labor Day Shut Down at Toyota Motor Manufacturing Kentucky.
 - o Installation of the new Instrument Panel Line at TMMBC during the fall of 2017.
 - o Extension of chassis line in assembly shop at Toyota Motor Manufacturing Mississippi during the 2017 winter shutdown.
- Gallagher Kaiser at General Motors** **Bowling Green, KY**
Night Safety Manager May 2017
- o Night safety for the general contractor constructing the new Assembly Paint Shop in General Motors' Corvette plant supervising the general contractor's laborers and their sub-contractors.
- The State Group at Aleris Aluminum** **Lewisport, KY**
Supplemental Safety Supervisor December 2016-January 2017
- o Night safety supervisor for maintenance on the aluminum hot mill rolling station
 - o Duties include: New hire orientations, LOTO supervision, tool box talks, confined space supervision, industrial cleaning, crane lifts, excavations, scaffolding, and MCC installations.

MATTHEW T. ARVIN

PCL Construction at General Mills

Murfreesboro, TN

Safety Representative

Nov. 2015-Feb. 2016

- o Safety supervisor of a quarter of a billion dollar expansion to the existing facility
- o Safety Representative over the Grands Biscuits assembly line, the new sugar grinder room, and the new icing room in the refrigerated baked goods division of Pillsbury
- o Night Safety Supervisor for the entire project during January and February

Duke Energy

Owensville, IN

Supplemental Safety Representative

Sept. 2015-Oct. 2015

- o Safety Representative at Duke Energy's flagship facility, and one of the largest coal-driven power plants in North America.
- o Team lead over a six person safety team covering all O&M work on fans, expansion joints, flue-gas desulfurizers, and pumps for the 2015 fall outage reporting daily progress reports to Duke's safety division.

Safway Scaffolding at Indianapolis Power and Light

Petersburg, IN

Site Safety Manager

Feb. 2013-July 2014

- o Included three major outage projects
- o Duties involved: implementing the new hire training programs for both IPL and Safway, daily toolbox talks, lock out tag out, confined space, scaffolding safety procedures, first aid, fall protection, equipment inspections, daily audits, and ensuring that workers comply with all IPL, Safway and OSHA policies.
- o No lost time or recordables over an 18 month period

T.V.I. at Toyota Motor Manufacturing

Princeton, IN

Safety Representative

May 2012-Feb. 2013

- o Involved in the Toyota Highlander model change project in both the body weld and assembly divisions.
- o Included two major shutdowns.

Email: matt.arvin85@gmail.com

Phone: 812-483-3579

Anthony K. Czerniak

Mount Juliet, TN 37122
(315) 480-4737

akckc@aol.com
linkedin.com/in/anthony-czerniak

ATTORNEY

CORE COMPETENCIES

Legal Research | Legal Writing | Healthcare/Regulatory | Litigation
Civil Litigation | Contract Law | Corporate Law | Mediation

PROFESSIONAL EXPERIENCE

Aramark-GBS – Nashville, TN

2014 – 2019

Attorney-Contract Specialist, 2017 – 2019

Reviewed corporate contracts and address contractual needs between Aramark and associated profit centers throughout the United States relative to the fixed asset department to ensure proper asset management and interpretation by all parties.

- Identified contractual deficiencies and collaborated with all relevant parties to eliminate said deficiencies.
- Worked closely with all accountants to ensure all corporate assets and monetary provisions were in line with current tax laws.
- Drafted documents to guide the fixed asset team through the contractual complexities to ensure consistent management of fixed assets.

Adjudication Specialist, 2014 – 2017

Confirmed compliance with Aramark's screening process including confirmation that all required background checks were conducted in accordance with Aramark's practices and applicable law. Researched and confirmed compliance with current statutory requirements such as fingerprinting, clearance requirements and/or occupational licenses and registrations in states where Aramark operates.

- Conducted an individualized assessment and adjudicated background check results consistent with Aramark's practices and applicable law.
- Collaborated with Aramark's Global Security team in assessment of risk to Aramark.
- Conducted additional research into and gathered additional facts about the circumstances underlying incidents identified in an individual's background check results and reviewed any additional information provided by the individual.
- Assessed and determined the job relatedness of particular criminal convictions and analyzed relevant business necessities including, but not limited to, access to or interactions with sensitive populations, access to confidential information, use of heavy equipment, machinery or vehicles, cash-handling, fiduciary responsibility for the assets of Aramark and/or Aramark's clients, the environment in which the job's duties were performed, etc.
- Documented adjudication determinations and communicated those determinations to internal business partners.
- Assisted with background check practices in areas outside of hiring/employment such as volunteers, subcontractors and temporary labor.
- Developed and trained peers and newly hired attorneys.

Attorney at Law – Mount Juliet, TN

2013 – Present

Sole Proprietor

Represent Clients in civil and commercial matters in Wilson County.

Counsel on Call – Brentwood, TN

Staff Attorney

2013 – 2014

Staff attorney working with clients in assessment of civil matters.

Anthony K. Czerniak

(315) 480-4737

Page Two

Tennessee Department of Health – Nashville, TN

2010 – 2013

Assistant General Counsel, Office of General Counsel

Chief Counsel to the Tennessee Board of Pharmacy. Represented the Department before various regulatory boards; Medical Examiners, Nursing, Respiratory Care, and others. Prosecuted licensees and nonlicensees before regulatory boards. Supervised multiple paralegals. Initiated the investigation of complaints before the regulatory boards and resolved complaints through informal settlements.

- Reviewed licensure and complaint surveys of health care facilities to determine whether the facility has complied with state and federal law.
- Analyzed healthcare legislation and assisted the Department's legislative liaison during legislative session including drafting legislation.
- Communicated with state representatives, industry members, and lobbyists relative to the interpretation and application of laws and rules.
- Drafted reports to the General Assembly in accordance with statutory mandates.
- Provided policy advice and direction to agency clients in interpreting and applying laws and rules.
- Drafted agency policies and procedures to ensure compliance with federal and state laws.
- Responded to public record requests and subpoenas relative to HIPAA and other applicable federal and state law.
- Drafted rules for various regulatory boards and participated in various rulemaking hearings and appear before legislative committee regarding rule making issues.

Tennessee Department of Finance and Administration – Nashville, TN

2006 – 2010

Paralegal/Legal Assistant, Office of Inspector General

Drafted Memorandums of Understanding. Performed Legal analysis of issues pertinent to litigation. Conducted legal review of insurance billing fraud cases. Drafted and amended legislative bills. Drafted indictments, court pleadings and orders.

- Analyzed legislative bills for legal sufficiency and fiscal impact.
- Analyzed complex issues involving TennCare program and coordination of benefits with private insurance.
- Coordinated with AG's office for litigation outside of OIG's authority.

The Law Office of Roy Desha, Jr. – Nashville, TN

2004 – 2005

Legal Assistant

Drafted Bankruptcy and Collections documents. Assisted on matters ranging from the purchase and sale of businesses, interests, and assets, in and out of bankruptcy, to resolution of disputes between owners and participants in business ventures working in an environment of questionable solvency. Drafted Deeds, covering all aspects of title work, prepping for Trustee's sale of properties.

LICENSURE

Board of Professional Responsibility #027774, Tennessee (July 2009)

EDUCATION

Nashville School of Law – Nashville, TN
Juris Doctorate

University of Florida – Gainesville, FL
Bachelor of Science in Political Science

BRANDON JAMES SMITH

PROFESSIONAL EXPERIENCE

Office of Governor Matt Bevin - Kentucky Cabinet for Health and Family Services, Frankfort KY
Executive Director, Office of Legislative and Regulatory Affairs, November 2017-December 2018

- Direct all legislative and regulatory actions related to public health, social services, healthcare, Medicaid, behavioral health, and various occupational and facility licensure.
- Advise the Health and Family Services Secretary and the Governor on how to use their authority to prevent legislation from passage and regulations from going into effect that ran counter to the Governor's Red Tape Reduction initiative.
- Supervise lawyers and regulatory experts, both career staff and political appointees, in developing and implementing policy and legislation to provide flexible options for state innovation including Kentucky's Section 1115 waiver, opioid addiction prevention and treatment, and drug pricing.
- Lead outreach to elected officials and manage relationships with stakeholders to build coalitions of diverse partners to advance the Governor's policy agenda.
- Draft legislation, executive orders, rules, and regulations to support policy within the Cabinet.
- Testify before the legislature and regulatory bodies regarding legislation, policy, and regulations.
- Provide support to budget staff regarding budget priorities for a budget of over \$13 billion.
- Advise communications team on policy and legislative efforts and assist in drafting appropriate press releases, editorials, and other materials.

Office of Governor Sam Brownback, Topeka, KS
Policy Director, February March 2015-October 2017

- Served as Governor Brownback's senior advisor on all policy matters by conducting research and writing policy briefs, speeches, and opinion articles.
- Reviewed all legislation and other executive branch policy to ensure consistency with the Governor's reform policy agenda.
- Advised the Governor on how to effectively exercise his executive authority to block or veto deficient legislation that would have been damaging to Kansans.
- Lead a team of legislative and policy liaisons and lawyers across the executive branch to enact approximately 75 bills.
- Supported budget staff by establishing spending priorities and reducing spending for a state budget of over \$15 billion, resulting in record levels of jobs growth and wage growth.
- Drafted legislation and regulations, and advised on political, legal and policy implications of pending legislation, federal regulations, state regulations, and ongoing litigation.
- Coordinated with the Legislature, state agencies, state law enforcement offices, the federal government, stakeholders, and others, to carry out the Governor's policy agenda.
- Cooperated with various stakeholders to build support for the Governor's policy agenda.

The Federalist Society for Law and Public Policy Studies, Washington, D.C.
Deputy Director, Law Student Division, July 2011- March 2015

- Managed law school related outreach, achieving record levels of membership and activity.
- Researched and wrote memos on a wide range of question of law and policy and worked with scholars to generate articles and lectures.
- Ensured grant compliance and execution of grant funded projects of approximately \$5 million.
- Oversaw expenditures and assisted in the budgeting process for law school focused activities constituting approximately 40% of the organization's budget.
- Conducted outreach to similar organizations and think tanks to recruit partners and build relationships with legal and policy scholars across the country.

BRANDON JAMES SMITH

PROFESSIONAL EXPERIENCE CONTINUED

American University School of Professional and Extended Studies, Washington, D.C.

Adjunct Professor of Applied Politics, August 2012-December 2013

- Taught seminar courses in American Politics to first year graduate students.
- Developed syllabus, curriculum, and assignments for students.
- Supervised and helped place graduate students in internship programs.

Shawnee County District Attorney's Office, Topeka Kansas

Law Student Intern, May, 2010-April 2011

- Prosecuted various misdemeanor criminal cases, including motions practice and trials under the Kansas third year law student limited practice law license.
- Assisted senior attorneys with motions and motions arguments related to felony cases.
- Served as the first chair for dozens of bench trials and 5 jury trials and assisted as second chair for several other misdemeanor and felony trials.
- Managed the traffic and DUI docket, from first appearances through bench or jury trials.

EDUCATION

The George Washington University Law School, Washington, D.C.

Master of Laws

University of Kansas School of Law, Lawrence, KS

Juris Doctorate

- Editor, Harvard Journal of Law and Public Policy Symposium Issue (guest editor)

Abilene Christian University, Abilene, TX

B.A., with University Honors, in Political Science

BAR ADMISSIONS

State of Kansas (2011-Present)

Federal District of Kansas (2011-Present)

Tennessee

(Pending Bar Exam Results)

COMMUNITY ACTIVITIES

Christian Legal Aid of the District of Columbia, Washington, D.C.

Clinic Director, Fundraising Chair, Member of the Board of Directors, 2012-2015

- Directed a free legal aid clinic that represented impoverished clients.
- Organized, recruited, and trained lawyer volunteers and organized clinic meetings and locations.
- Coordinated fundraising efforts to hire full time staff to manage day to day operations.

Abby Nash
Council Member at GLG (Gerson Lehrman Group)
anash1@me.com

===== Experience =====

GLG (Gerson Lehrman Group)
Council Member
01/2015 to current
Summary: Healthcare consultant with a focus on risk mitigation and state and federal compliance

Public Consulting Group
Health Policy Advisor
01/2014 to current
Summary: PCG assists government entities, not-for-profits, and health plans improve execution and better meet the needs of program participants and providers.

- Manages outside legal counsel and internal compliance teams working on health and human services projects including the NYS Delivery System Reform Incentive Payment program

- Collaborates with government officials and health plan representatives to resolve problems and develop innovative solutions aimed at improving health outcomes while reducing health care expenses

- Advises NYS DOH and Executive Chamber regarding galvanizing health care providers and community organizations to yield improved health outcomes and cost efficiencies while limiting anticompetitive actions

- Serves as PCG Medicaid Accountable Care Organization (ACO) and Certificate of Public Authority (COPA) subject matter expert for the NYS Delivery System Reform Incentive Payment (DSRIP) program

- Cultivates a corporate culture that incorporates risk management strategies into all strategic business plans

- Negotiates and drafts vendor contracts and business associates agreements
- Designed pilot projects with health plans and clearinghouses to streamline the NYS Early Intervention Billing and Claiming System and ensured agreements comply with all Federal and State laws including HIPAA/HITECH and State privacy laws

- Develops innovative programs based on person centered planning, and amending Home and Community Based Services waivers accordingly

- Counsels clients on potential ramifications of legislative bills and proposed federal and state regulations, and help drive legislative agenda

New York State Department of Financial Services
Health Insurance Attorney (Regulator)

08/2006 to 01/2014

Summary: DFS is charged with protecting consumers and markets in New York State from fraud and financial crises, as well as reforming the regulation of financial services to keep pace with the industry's rapid evolution. The Superintendent must supervise financial products and services, including those subject to the provisions of the Insurance Law and the Banking Law.

- Drafted legislation, regulations, bill memoranda, and Department position papers

- Key Accomplishment: Played an integral role in the negotiation and implementation of the autism mandate in New York

- Represented the Department on the Interagency Task Force on Autism Steering Committee; influenced development of autism insurance policies in NYS and educated task force members on NYS health insurance mandates

- Managed consultant work and worked collaboratively with Executive Chamber/Executive Agencies, consultants, outside stakeholders, and HHS/CCIIO to create and administer the NYS health insurance exchange

- Enforced federal and state laws including the ACA, MHPAEA, and HIPAA/HITECH,

and opined on related ERISA issues as necessary to respond to constituent questions and concerns
â Educated internal staff and external groups regarding state and federal requirements for Managed Care Organizations (MCOs), commercial plans and self-funded plans
â Advised health plan examiners when compliance issues arose during market conduct examinations and worked with the health plans to ensure they implemented the required action plan to address identified noncompliance
â Represented DFS on NYS Early Intervention Coordinating Counsel (EICC) Executive Committee; acted as health insurance subject matter expert
â Worked with health plan staff when questions arose regarding health and insurance law compliance during product development

Arcus, Goldstein & Munnely, LLP
Associate Attorney
01/1998 to 01/2002

Summary: â Managed matrimonial and personal injury cases including negotiations, mediations and court appearances

FBMC Benefits Management
Assistant Counsel
01/1996 to 01/1997

Summary: â Acted as legal generalist for this third-party benefits administrator

â Developed and implemented projects and long-range strategic business initiatives including benefits and drawbacks of working with private sector clients

â Prepared business contracts and health insurance certificates of coverage, flexible spending account forms, summary plan descriptions and marketing material

â Conducted training sessions regarding product development and compliance with relevant laws (e.g. COBRA, ERISA, HIPAA and the Internal Revenue Code)

Florida State Representative Debbie Wasserman Schultz
Intern
1994 to 1994

US Representative Michael R. McNulty
Legislative Assistant
1990 to 1992

New York State Assemblyman Richard Connors
Intern
06/1988 to 06/1989

Carter Presidential Center
Intern
1989 to 1989

==== Education =====

Nova Southeastern University Shepard Broad College of Law
1992 to 1995

Emory University
Bachelor of Arts International Studies
1986 to 1990

==== Skills =====

Policy
Employee Benefits
Training
Healthcare
Strategic Planning
Legal Writing
Mediation
Research
Insurance
Government
Program Management
Legal Research
Health Policy
Leadership
Legislation
Public Policy
Public Speaking
Management
Health Law
Legal Compliance
Contract Management
Consulting
Managed care law
Government Relations
Antitrust Law
Strategy
Contract Negotiation
Corporate Governance

==== Recommendations =====

John Worth - Few people work as hard as Abby. Her focus is amazing, and she has a knack - and a passion - at getting to the root of issues. She was easy to work with and will make a great member of any team.

Resume data from LinkedIn

JOSH JONES

ATTORNEY & MEDIATOR

SUMMARY

Attorney, consultant, mediator, and legal writer with broad base of knowledge and practical experience. Extensive legal research and publication for major public university. Significant work in public, private, and nonprofit settings.

Legislative counsel to major public-sector lobby. Training and experience in mediation and alternative dispute resolution. Small business owner.

AWARDS AND LICENSURE

- License to Practice Law, Tenn. 2003.
- Tenn. Sup. Ct. Civil and Family Mediator, 2014
- Board of Trustees, Clayton Bradley Academy, Maryville, Tenn. 2012- 2018
- University of Tennessee, IPS Leadership Academy Graduate, 2013
- University of Tennessee, IPS Award for Outstanding Public Service, 2012
- Trailblazer Award, University of Tennessee, MTAS, 2007
- AmeriCorps, NCCC, Team Leader, Denver, CO, Southwest Region, 1997-1999

CONTACT

865.603.3118

jonesoutwest@gmail.com

www.works.bepress.com/josh_jones/

Superior, Colorado

EXPERIENCE

LEGAL WRITER

The Mensing Group, Boston, Massachusetts, 2018-present

Drafted client applications and related materials for municipal permitting and state licensing. Performed extensive legal research for clients. Provided consultant services on legal and regulatory issues. Prepared host agreements between applicants and local communities. Provided all services virtually from home office in Colorado.

OWNER / ATTORNEY

Private Practice, Maryville, Tennessee. 2014-2016

Managed private practice with a focus on estate planning, probate, real estate, and alternative dispute resolution. Advised diverse client base on a wide array of legal issues. Facilitated mediations to settle domestic, probate, family, and contract disputes. Developed and delivered in-house legal training for public, private, and nonprofit entities. Created online legal content for various online publishers.

LEGAL CONSULTANT

University of Tennessee, Knoxville. 2006-2014

Statewide municipal law expert providing direct advice and legal counsel to local government employees and officials. Concurrently served as legislative counsel to the Tennessee Municipal League. Drafted major legislation successfully passed by the Tennessee General Assembly. Led numerous highly-publicized policy initiatives for the agency, and for municipalities generally. Developed curricula and facilitated CEU and CLE approved legal courses for government employees and elected officials. Presented on various legal topics to National and International professional organizations.

ATTORNEY FOR THE STATE

Hamilton Count, 12th Judicial District, Chattanooga, Tennessee. 2005-2006

Represented the State of Tennessee in child support prosecutions and related administrative hearings. Managed a docket of sixty-plus cases per week. Advised government employees and officials on substantive and procedural legal issues.

EDUCATION

Juris Doctor, University of Louisville, Brandeis School of Law, 2003.

Regional Editor, *Journal of Law and Education*.

Bachelor of Arts, Psychology, University of Tennessee, Knoxville, 1997.

JOSH JONES

ATTORNEY & MEDIATOR

SUMMARY

Attorney, consultant, mediator, and legal writer with broad base of knowledge and practical experience. Extensive legal research and publication for major public university. Significant work in public, private, and nonprofit settings.

Legislative counsel to major public-sector lobby. Training and experience in mediation and alternative dispute resolution. Small business owner.

AWARDS AND LICENSURE

- License to Practice Law, Tenn. 2003.
- Tenn. Sup. Ct. Civil and Family Mediator, 2014
- Board of Trustees, Clayton Bradley Academy, Maryville, Tenn. 2012- 2018
- University of Tennessee, IPS Leadership Academy Graduate, 2013
- University of Tennessee, IPS Award for Outstanding Public Service, 2012
- Trailblazer Award, University of Tennessee, MTAS, 2007
- AmeriCorps, NCCC, Team Leader, Denver, CO, Southwest Region, 1997-1999

CONTACT

865.603.3118

jonesoutwest@gmail.com

www.works.bepress.com/josh_jones/

Superior, Colorado

EXPERIENCE

LEGAL WRITER

The Mensing Group, Boston, Massachusetts, 2018-present

Drafted client applications and related materials for municipal permitting and state licensing. Performed extensive legal research for clients. Provided consultant services on legal and regulatory issues. Prepared host agreements between applicants and local communities. Provided all services virtually from home office in Colorado.

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ATTORNEY FOR THE STATE

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EDUCATION

Juris Doctor, University of Louisville, Brandeis School of Law, 2003.

Regional Editor, *Journal of Law and Education*.

Bachelor of Arts, Psychology, University of Tennessee, Knoxville, 1997.

NICHOLAS A. GERSCHUTZ

12464 Road Y

New Bavaria, OH 43548

Phone: 419-591-8404 | Email: n-gerschutz.1@onu.edu

EDUCATION

Ohio Northern University Pettit College of Law, Ada, OH

Juris Doctor Candidate

May 2019

- *Ohio Northern University Law Review* Associate Editor
- *Book Award: Business Organizations II*
- Ranked 9th in class
- GPA: 3.46
- Agricultural Law Society Vice President
- Westlaw and LexisNexis Research Certified

University of South Carolina School of Law, Columbia, SC

Juris Doctor Candidate

2016-2017

Bowling Green State University, Bowling Green, OH

Bachelor of Science in Education

May 2016

- Graduating GPA: 4.0/ Graduated *cum laude*
- Intramural flag football team member

EMPLOYMENT

Certified Legal Intern, Putnam County Prosecutor's Office - Ottawa, OH

January 2019-Present

- Represent State of Ohio for arraignments and pleas in court
- Make determination on whether to charge a suspect based on police reports and evidence
- Represent State of Ohio in suppression hearings and bench trials (anticipated)
- Observe Grand Jury proceedings
- Research legal issues and write persuasive memos

Legal Intern, Sunderman and Rode, LLP - Deshler, OH

January 2018-Present

- Prepare tax returns for both individual and partnership returns
- Draft a wide range of legal documents for attorneys
- Research current statutes, case law, and regulations
- Record deeds and mortgages
- Conduct real estate title searches
- Create fillable forms to increase efficiency

Legal Intern, Schroeder, Blankemeyer & Schroeder – Ottawa, OH December 2017-
January 2018

- Drafted sales contracts
- Researched various legal issues and wrote memos regarding research

Leasing Professional, Falcon's Pointe, Bowling Green, OH December
2014-May 2016

- Explained and signed leases with future residents
- Conducted guided tours with prospective residents
- Assisted with marketing and promotional events for the property

MICHAEL PIERCE SANDWITH

2303 Castleman Drive, Nashville, TN 37215 • (615) 582-2507 • sandwithp@gmail.com

EDUCATION

University of North Carolina School of Law, Chapel Hill, North Carolina

Juris Doctor, May 2013

G.P.A.: 3.405

Honors: Best Witness, First Round, Kilpatrick Stockton 1L Mock Trial Competition
Dean's List, Fall, 2010; Fall, 2011; Spring, 2012; Spring, 2013

Activities: North Carolina Banking Institute Journal, Publication Editor, Volume 17
North Carolina Banking Institute Journal, Staff Member, Volume 16
Sports and Entertainment Law Association, Public Relations Committee
Student Bar Association, Health and Fitness Committee

Publication: *Debit Card Interchange Fees and the Durbin Amendment's Small Bank Exemption*, 16 NC. BANKING INST. 223 (2012)

University of North Carolina at Chapel Hill, Chapel Hill, North Carolina

Bachelor of Arts in History and Religious Studies, Minor in Geography, May 2009

G.P.A.: 3.694

Honors: Graduated with Distinction
Gamma Sigma Alpha Academic Honor Society
Order of Omega Leadership Honor Society
Dean's List every eligible semester (7 semesters)

Activities: UNC Interfraternity Counsel, Vice President of Internal Affairs
Delta Kappa Epsilon Fraternity, Philanthropy Chair

EXPERIENCE

Office of District Attorney, Nashville, Tennessee

Assistant District Attorney

September 2018 - Present

- Represent the State of Tennessee in prosecuting crimes committed in Davidson County at the General Sessions Court level
- Perform numerous preliminary hearings on a daily basis regarding whether probable cause exists that a crime has been committed
- Resolve hundreds of cases per week through agreed orders, pleas, and other mechanisms to complete daily criminal dockets before General Sessions judges

Lewis & Roberts, P.L.L.C., Raleigh, North Carolina

Workers' Compensation Associate

August 2013 – September 2018

- Worked solely in the Workers' Compensation Defense practice area
- Helped insurance companies, self-insured employers, third-party administrators, and others solve North Carolina workers' compensation issues, including evaluations of claim and assessments of potential exposure
- Drafted numerous briefs and Motions that have been filed with the North Carolina Industrial Commission
- Participated in every step of defending a workers' compensation claim from the serving of discovery to mediation to drafting of a settlement agreement

Lewis & Roberts, P.L.L.C., Raleigh, North Carolina

Summer Associate

May 2012 – July 2012

- Performed legal research and create case summaries for workers' compensation claims
- Drafted legal memoranda assessing the likelihood of a claim's success in a hearing before the North Carolina Industrial Commission and whether certain Industrial Commission forms should be filed

AMBER BECTON MARTIN

4556 Sawmill Place, Nolensville, TN 37135

Email: a.becton@gmail.com

Phone: 615-788-1656

EMPLOYMENT

Internal Revenue Service, Chief Counsel, SB/SE

Nashville, TN

Senior Attorney (September 2012-Present)

- Ensures compliance with federal law with respect to testimony authorizations and disclosure issues for employees in Tennessee
- Provides prompt legal advice on a wide variety of issues including real estate, contracts, and privacy issues
- Manages Tax Court litigation from initial pleadings through trial or settlement
 - Negotiates settlements in the best interest of government in over 90% of cases assigned for trial preparation
 - Drafts dispositive motions for cases in which summary judgment or dismissal is appropriate
- Coordinates litigation strategy with the Department of Justice in complex tax and bankruptcy cases
- Serves as liaison between parties with diverging interests including opposing counsel, individual taxpayers, and Service employees
- Supervised transition of petition for remission review from Service's criminal to civil division

Attorney (August 2009-September 2012)

- Maintains Tennessee local law supplement as a resource for Service employees
- Provides advice on complex statutory issues including statute extensions, partnership regulations, and fraudulent transfers

Law Clerk (June 2008-August 2008)

- Developed and presented summons enforcement presentation to Service employees
- Assisted with trial preparation for Tax Court cases

EDUCATION

University of Tennessee College of Law, J.D. *cum laude*, May 2009

Activities: *Tennessee Law Review*; *Transactions: Tennessee Journal of Business Law*; Volunteer Income Tax Assistance (VITA); College of Law Academic Standards & Curriculum Committee

Published Works:

- Comment: Taxation of Intrafamily Transfers: Problems and Proposed Solutions, *Tennessee Law Review*, Vol. 76:3
- Book Review: Steven W. Feldman's Tennessee Practice Series Contract Law and Practice, *Transactions: The Tennessee Journal of Business Law*, Vol. 10:2
- Case Commentary: Who Foots the Bill for Moving Utility Lines on Public Rights-of-Way...Utility Companies or Local Government?, *Transactions: The Tennessee Journal of Business Law*, Vol. 9:2

University of Tennessee Martin, B.A., Public Administration, *summa cum laude*, May 2006

Activities: University Scholars Program; Student Orientation Leader; Alpha Delta Pi

ADMISSIONS

Middle District of Tennessee (January 2010); United States Tax Court (November 2009); Tennessee State Courts (October 2009)

CURRICULUM VITAE

See my LinkedIn page:

<https://www.linkedin.com/in/wendell-j-w-o-reilly-758ba88/>

It is up to date.

Contact

clintonphillips@gmail.com

[LinkedIn Profile](#)

Top Skills · [See all](#)

Litigation · Employment Law ·
Legal Advice · Civil Litigation ·
Claims Management · Legal
Research · Legal Writing · Trials ·
Commercial Litigation · Corporate
Law

Clinton Phillips, ESQ.

Legal Counsel | Corporate & Employment Attorney | Healthcare
Regulations | Mergers & Acquisitions | Community Partner
Chattanooga, Tennessee Area

Summary

Versatile, goal-oriented Attorney and Business Director leveraging strong legal, operational, analytical and problem solving skills to ensure positive outcomes for wide range of companies and clients. Throughout my career so far in commercial and law firm settings, I have successfully managed numerous large-scale cases, litigation and special projects to improve profitabi...

[Read more](#)

Experience

Attorney · The Oberman Law Firm

2018 - Present · Chattanooga, Tennessee Area

Attorney · Life Care Centers of America

2017 - 2018 (2 years) · Cleveland, Tennessee

Principal Attorney · C. Phillips Law Firm, LLC

2015 - 2017 (3 years) · Birmingham, Alabama Area

Attorney (contract) · Eaves Law Firm

2013 - 2016 (4 years) · Jackson, Mississippi Area

Associate Attorney · Holmes Law Firm

2014 - 2015 (2 years) · Birmingham, Alabama Area

[See all of Clinton's experience](#)

Education

Faulkner University

Doctor of Law - JD, Law · (2011 - 2014)



JUSTIN ALAN SCHOBER

6112 Paddock Place, Brentwood, TN 37027 • justinalanschober@gmail.com • (615) 512-1705

SUMMARY: Detail-oriented, passionate and loyal attorney with an entrepreneurial mindset and experience in multiple fields of law.

PROFESSIONAL EXPERIENCE:

June 2016
to present

ATTORNEY AT LAW, Nashville, Tennessee
Schober Law, Private practice law firm specializing in immigration law.

- Concluded over twenty cases to their successful resolution
- In-court appearances in Dallas, Atlanta, Philadelphia, Memphis and Chicago
- Winning brief at Tennessee Court of Appeals – Western District at Jackson
 - *Tenn. ex rel. Spurlock v. Torres*, 2017 Tenn. App. LEXIS 371 (May 30, 2017)
- Twelve currently pending cases in U.S. Immigration and TN State Courts

October 2015
to May 2016

JUDICIAL COMMISSIONER, Franklin, Tennessee
Williamson County General Sessions Court, Magistrate

- Determined probable cause for over 700 search/arrest warrants
- Determined and set bond amounts for over 500 defendants
- Authorized misdemeanor citations and involuntary committals
- Responded to questions regarding TN criminal statutes from the general public, law enforcement and media

August 2012
to May 2015

INSIDE SALES, Antioch, Tennessee
WEX/Fleet One, Inbound / Outbound Phone Sales for Fleet Fuel Cards

- Regularly exceeded all sales quotas and expectations
- Worked with a sales team to determine quotas and expectations
- Guided clients through underwriting in order to acquire lines of credit
- Handled logistics between approved clients, underwriting, and manufacturing

EDUCATION: **NASHVILLE SCHOOL OF LAW**, Nashville, Tennessee
Juris Doctor, May 2015

UNIVERSITY OF TENNESSEE, Knoxville, Tennessee
B.A. Degree in Spanish Language / Minor in English, May 2009

RELEVANT SKILLS/COMMUNITY INVOLVEMENT

- Fluent in English / Spanish
- Member of Tennessee Immigrant and Refugee Rights Coalition (TIRRC)
- Eagle Scout Award
- Tennessee Notary Public

JUSTIN ALAN SCHOBER

Professional / Personal References

Craig Becker

- President, Tennessee Hospital Association
- 5201 Virginia Way, Brentwood, TN 37027
- (615) 504-7628
- cbecker@tha.com
- Relationship: Friend
-

Russell W. Lewis, Esq.

- Attorney at Law, Lewis Injury Law
- 1019 16th Avenue South
- (901) 568-5102
- rlewis@johnsonlawgroup.com
- Relationship: Co-Counsel, mentor

Ricky Brown

- Head Judicial Commissioner, Williamson County Government
- 408 Century Court, Franklin, TN 37064
- (615) 587-2099
- Relationship: Former Boss

John Lott, M.Ed., CHC

- Corporate Compliance Officer, Planned Parenthood of Pacific Southwest
- 1075 Camino del Rio South, San Diego, CA 92108
- (424) 386-1254
- JLott1@planned.org
- Relationship: Friend, law school classmate



REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

ATTORNEYS AT LAW | RPRVLAW.COM

STANLEY Q. REYNOLDS
TIMOTHY V. POTTER
BRIAN RAGAN
KIRK VANDIVORT
HILARY H. DUKE
ANDREW E. MILLS

210 E. COLLEGE STREET
DICKSON, TENNESSEE 37055
TELEPHONE: 615.446.2221
FACSIMILE: 615.446.2232

February 25, 2019

*RULE 31 LISTED MEDIATOR

OF COUNSEL:
LISA LITTLETON HOLLEY

Thompson's Station, Tennessee
c/o Caryn Miller, Assistant Town Administrator
P.O. Box 100
Thompson's Station, TN 37179
Via email only @ cmiller@thompsons-station.com

RE: STATEMENT OF QUALIFICATIONS

Dear Ms. Miller:

Please find below the Statement of Qualifications for the law firm of Reynolds, Potter, Ragan, & Vandivort, PLC. We are excited by the possibility to serve Thompson's Station. We have the experience and expertise requisite to serve as the city attorney for Thompson's Station. Our firm currently represents six (6) different local governments.

1. Firm name and contact information:

Reynolds, Potter, Ragan, & Vandivort, PLC
210 East College Street
Dickson, Tennessee 37055
615-446-2221
amills@rprvlaw.com
kvandivort@rprvlaw.com
www.rprvlaw.com
Est. 1980

2. Personnel qualifications:

Andrew E. Mills, Esq. (BPR# 031236) will be the primary attorney with Kirk Vandivort (BPR# 018942) serving as the secondary attorney, and they will be assisted from time-to-time as needed by other lawyers in our firm. Our goal is always to provide competent legal advice and

services. One of the main reasons for having a full-service firm is to ensure there is always someone available for your representation, for any of your legal needs. Simply put, there will be no time when our firm will not be able to assist you with legal services. We will be in attendance at all necessary meetings.

Mr. Mills is a resident of Davidson County, Tennessee, residing specifically in the Hillwood neighborhood. He grew up on West End Avenue, where he attended Montgomery Bell Academy, graduating in 2004. In 2009, he graduated *magna cum laude* from Belmont University with a degree in Business Administration, and, in 2012, he graduated from the University of Memphis School of Law. Mr. Mills has represented the Town of White Bluff for over seven (7) years as the primary city attorney, and he is the assistant city attorney for the City of Fairview, the Town of Burns, and he is one of the attorneys representing Dickson County in our office.

This will be Mr. Mills' seventh year practicing law at Reynolds, Potter, Ragan, & Vandivort, PLC. He is a skilled writer and litigator who has practiced in courts all across middle Tennessee, including Federal Court. He has litigated for his government and private clients in nearly all areas of the law, including condemnation, eminent domain, zoning issues, city ordinance enforcement, easement issues, contract disputes, property transactions, boundary line disputes, employment issues, probate issues, criminal issues, personal and property injury issues, and administrative law issues. Additionally, Mr. Mills is one of the closing attorneys at Banker's Title & Escrow, LLC, where he engages regularly with property transactions and zoning issues. Mr. Mills prides himself on engaging issues quickly and using a team approach with the other six (6) attorneys in the office to find solutions to complex problems. He is but one part of the firm's twenty-four (24) year experience representing governmental clients.

Personally, Mr. Mills has been married to Patricia Mills since 2013. She is an attorney with the Administrative Office of the Courts in Nashville, Tennessee. In addition to his law practice, Mr. Mills enjoys football, cooking, and his family. Mr. Mills and his wife recently celebrated the first birthday of their first child, Audrey.

Mr. Vandivort is a resident of Burns, Tennessee and a veteran of the United States Marine Corps, having served in Operation Desert Storm / Persian Gulf War. He received a bachelor's degree from the University of Tennessee, at Knoxville. He received his law degree from the Nashville School of Law in 1997. Mr. Vandivort has represented the City of Charlotte since 2004, and he serves as one of the attorneys in the office representing Dickson County.

This will be Mr. Vandivort's twenty-first year to practice law. He began his practice at McGee, Lyons, & Ballinger, PLC as well as the Public Defender's Office for the 23rd Judicial District. He is a skilled litigator and has tried numerous cases to jury trial in many different Tennessee counties. He practices in both state and federal court. The firm of Reynolds, Potter, Ragan, & Vandivort, PLC, which Mr. Vandivort helped create, is located in Dickson and has a total of seven lawyers. It is a very well rounded firm and prides itself on being regional in its scope.

Personally, Mr. Vandivort has been married to Roxan Vandivort of Dickson since 1995. Mrs. Vandivort is a sixth grade science teacher in Dickson County. They have three daughters - ages 19, 17, and 15. In addition to his law practice, Mr. Vandivort likes to play golf, watch his children play school sports, and the occasional motorcycle ride. Mr. Vandivort is an active member of the First Presbyterian Church of Dickson, and he is in his eleventh year of service on the Dickson County School Board, where he is currently the Chairman.

3. Legal Services and Experience:

Of particular importance to Thompson's Station will be our firm's competence to handle municipal and county law and other issues relative to representing a governmental entity. Our firm is very experienced in that area.

Our firm has represented the **Town of Vanleer** in Northwest Dickson County since approximately 1993. The firm has represented the **Town of White Bluff** since 1995. The firm has represented the **City of Charlotte**, which is the county seat of Dickson County, since 2004. The firm has represented the **Town of Burns** in Dickson County since 2007. The firm has represented the **City of Fairview** since 2017. The firm also represents **Dickson County, Tennessee** and has done so since 2006.

Our firm takes a team approach to our representation of governmental entities, and we pull on the experience of all the attorneys at our firm, as this form of representation has been an integral part of our firm for over twenty-four (24) years, and it greatly helps us be as efficient as possible for our clients.

Please find the below contact information for references:

- a. Linda Hayes, Mayor of the Town of White Bluff; 615-797-3131.
- b. Scott Collins, City Administrator of the City of Fairview; 615-387-6084.
- c. Bill Davis, Mayor of the City of Charlotte; 615-789-4184.
- d. Landon Mathis, Mayor of the City of Burns; 615-446-2851.
- e. Bob Rial, Mayor of Dickson County; 615-789-7000.

4. Conflicts:

Given our firm's location and current set of clients, we do not foresee any conflicts of interest with Thompson's Station. The firm represents individuals in Williamson County, but none

of those clients have used our firm for any action against Thompson's Station. If a conflict did arise, we would be charged with finding a suitable attorney to handle that specific issue which gave rise to the conflict.

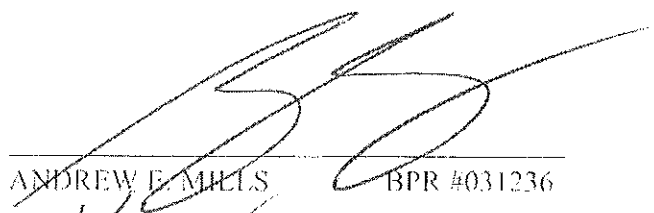
5. Cost for providing services:

We agree to charge \$200.00 per hour for all services provided. Our firm will conservatively bill for all of its attorney time in increments of tenths of an hour, and will submit a bill each month to the designated official.

Please let us know if you need any further information. We also certainly welcome the opportunity to meet you and will be available for an interview at your request.

Sincerely,

REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC



ANDREW E. MILLS

BPR #031236



KIRK VANDIVORT

BPR #018942

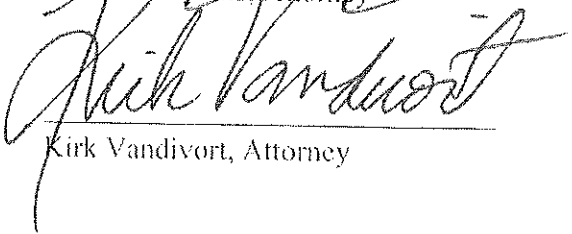
CERTIFICATION

I certify that the above information is correct and complete to the best of my knowledge. I also certify that to the best of my knowledge or belief, no elected officials or appointed official of Thompson's Station is financially interested, directly or indirectly, with my firm or in the purchase of services as described in this RFO.



Andrew E. Mills, Attorney

2/25/19
Date



Kirk Vandivort, Attorney

2/25/19
Date

J. Drew Zimmer

201 Gillespie Dr. #9407, Franklin, TN 37067
615-618-4767 drewzimmer@mac.com

EXPERIENCE

Lodestone Legal Group

Attorney

Franklin, TN
June 2015 – Present

Leads the firm's civil litigation practice handling disputes involving personal injury, contracts, asset purchase agreements, trademark infringement. Drafts Complaints, Answers, Motions, and a variety of discovery documents. Successfully represents clients in state courts throughout middle Tennessee and Federal Court for the Middle District of Tennessee.

Garden City Group, LLC

Temporary Associate

Seattle, WA
August 2014 – October 2014

Document review for national class action claims administrator. Reviewed and processed claimants' forms to determine eligibility for disbursement of settlement funds.

Pierce County Superior Court, The Honorable Jack Nevin

Legal Extern

Tacoma, WA
January 2014 – May 2014

Drafted bench memoranda on a felony criminal docket; Reviewed weekly motions calendar and drafted short briefs for Judge's reference during oral arguments; Participated in weekly divorce settlement conferences; Researched and drafted memoranda on numerous criminal and civil matters including trust administration disputes, servient estate easement interference, judicial wire orders and the Privacy Act.

Graham Lundberg Peschel, P.S., Inc.

Rule 9 Legal Intern

Seattle, WA
February 2013 – January 2014

Drafted motions, settlement demand letters, pleadings, declarations, and interrogatories; Prepared witnesses for and participated in depositions; Appeared as a Rule 9 intern and argued motions in the Superior Court for King, Pierce, Snohomish, and Grays Harbor counties of western Washington.

Ronald A. Peterson Law Clinic, Seattle University School of Law

Legal Intern for Nonprofit Organizations

Seattle, WA
January 2013 – May 2013

Interviewed and counseled clients on the incorporation process; Drafted Articles of Incorporation, Bylaws, Unanimous Consents, and applied for Tax exempt status with the IRS.

Office of the Staff Judge Advocate, Washington National Guard

Legal Extern

Camp Murray, WA
June 2012 – August 2012

Researched and advised supervising attorney on Uniform Servicemembers Employment and Reemployment Rights Act and the Servicemembers Civil Relief Act issues; Conducted legal reviews for financial liability investigations of property loss; Prepared case files for investigations and administrative separation hearings.

Bar Admissions

Tennessee Supreme Court

U.S. District Court, Middle District of Tennessee

EDUCATION

Seattle University School of Law

Juris Doctor

Seattle, WA
May 2014

- Advocacy: Mock Trial & Legal Aid for Military Persons (LAMP) member
- Activities: Vice President, Seattle University Law Veterans Association

Mercer University

Master of Divinity, Pastoral Care

Atlanta, GA
May 2011

- Additional Study: Emory University (Courses taken in Islam and Civil Rights); Middle East Travel Seminar (Countries visited: Syria, Lebanon, Jordan, Israel, West Bank, Egypt, and Greece); Holocaust Travel Seminar (Countries visited: Germany, Czech Republic, and Poland)
- Publication: Co-editor, Religious Faith, Torture, and Our National Soul, Contributing author, *Fortnight Journal*, <http://www.fortnightjournal.com/contributors/141/drewzimmer.html>

Union University
Bachelor of Arts, Ethics

Jackson, TN
May 2007

ADDITIONAL INFORMATION

- Military Service: *Chaplain Assistant, United States Army Reserve (2000-2008); Deployment, Operation Iraqi Freedom; Certified Combat Lifesaver*
- Military Award: *Recipient, Army Commendation Medal for Distinguished Service*
- Community Service: *ESL Teacher, Peachtree Community Center; Children's Reading Program Volunteer, Star Center*
- Interests: *Brazilian Jui-Jitsu, traveling, and craft beer*



Cash Balance Report As of February 28, 2019

	Jan 2019	Feb 2019
General Fund:		
Cash Available (Cash + AR - AP)	488,975	348,668
Money Market Investment Accounts	5,214,991	5,420,503
Total General Fund Cash	5,703,966	5,769,171
Less: Reserves	(1,026,682)	(1,029,414)
Less: Developer Cash Bonds Held	(59,000)	(59,000)
Less: County Mixed Drink Tax Payable	-	-
Less: Debt Principal and Interest Payments Due within 12 Months	(304,806)	(304,795)
Less: Hall Tax Refund Owed to State	(236,653)	(208,653)
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(326,363)	(326,363)
Less: Capital Projects (Project Budget)		
Town Hall		(1,200,000)
Parks Improvements		(250,000)
Critz Lane Improvements	(300,000)	-
Office Renovations		(30,000)
Office Furniture/Upgrade		(30,000)
Thoroughfare		(96,000)
Cash Available - General Fund	3,450,462	2,234,946
Wastewater Fund:		
Cash Available (Cash + AR - AP)	190,451	217,919
Money Market Investment Accounts	3,910,427	4,060,427
Total Wastewater Fund Cash	4,100,878	4,278,346
Less: Reserves	(1,200,000)	(1,200,000)
Less: Cell 1 - Repairs	(500,000)	(500,000)
Less: Debt Principal and Interest Payments Due within 12 Months	(122,340)	(121,433)
Less: Hood Development Prepaid System Dev. And Access Fees	(1,116,000)	(1,116,000)
Cash Available - Wastewater Fund	1,162,538	1,340,913
Total Cash Available	4,613,000	3,575,859



**General Fund Revenue Analysis as of
February 28, 2019**

	Feb YTD 2018	Budget	% of Budget	Budget Remaining	Comment
General Government Revenues:					
31111 Real Property Tax Revenue	207,433	270,000	77%	62,567	
31310 Interest & Penalty Revenue	347	-		(347)	
31610 Local Sales Tax - Trustee	455,213	900,000	51%	444,787	
31710 Wholesale Beer Tax	67,952	95,000	72%	27,048	
31720 Wholesale Liquor Tax	10,005	15,000	67%	4,995	
31810 Adequate School Facilities Tax	30,799	70,000	44%	39,201	
31900 CATV Franchise Fee Income	22,398	25,000	90%	2,602	
32000 Beer Permits	600	600	100%	-	
32200 Building Permits	298,450	300,000	99%	1,550	
32230 Submittal & Review Fees	3,382	20,000	17%	16,618	
32245 Miscellaneous Fees	1,545	2,000	77%	455	
32260 Business Tax Revenue	6,263	75,000	8%	68,737	
33320 TVA Payments in Lieu of Taxes	13,991	50,000	28%	36,009	
33510 Local Sales Tax - State	375,764	350,000	107%	(25,764)	
33520 State Income Tax				-	
33530 State Beer Tax	-	2,000	0%	2,000	
33535 Mixed Drink Tax	17,913	12,000	149%	(5,913)	
33552 State Streets & Trans. Revenue	4,703	8,000	59%	3,297	
33553 SSA - Motor Fuel Tax	63,264	80,000	79%	16,736	
33554 SSA - 1989 Gas Tax	9,831	12,000	82%	2,169	
33555 SSA - 3 Cent Gas Tax	18,216	20,000	91%	1,784	
33556 SSA - 2017 Gas Tax	23,015	20,000	115%	(3,015)	
36120 Interest Earned - Invest. Accts	21,589	20,000	108%	(1,589)	
37746 Parks Revenue	18,871	20,000	94%	1,129	
37747 Parks Deposit Return	(4,230)	(5,000)	85%	(770)	
37990 Other Revenue	6,700	10,000	67%	3,300	
Total general government revenue	1,674,013	2,371,600	71%	697,587	
Non-Operating Income:					
32300 Impact Fees	376,403	550,000	68%	173,597	
38000 Transfer from Reserves	-	5,812,000		5,812,000	
Total non-operating revenue	376,403	6,362,000		5,985,597	
Total revenue	2,050,416	8,733,600		6,683,184	



General Fund Expenditure Analysis as of
February 28, 2019

	Feb YTD 2019	Budget	% of Budget	Budget Remaining	Comment
General Government Expenditures:					
41110 Salaries	314,358	600,000	52%	285,642	
41141 FICA	19,643	37,200	53%	17,557	
41142 Medicare	4,594	8,700	53%	4,106	
41147 SUTA	1,663	2,400	69%	737	
41161 General Expenses	1,291	1,000	129%	(291)	
41211 Postage	316	1,000	32%	684	
41221 Printing, Forms & Photocopy	2,184	7,500	29%	5,316	
41231 Legal Notices	1,274	3,000	42%	1,726	
41235 Memberships & Subscriptions	2,273	4,000	57%	1,727	
41241 Utilities - Electricity	8,970	12,000	75%	3,030	
41242 Utilities - Water	1,433	2,500	57%	1,067	
41244 Utilities - Gas	985	2,000	49%	1,015	
41245 Telecommunications Expense	2,807	5,000	56%	2,193	
41252 Prof. Fees - Legal Fees	95,960	100,000	96%	4,040	
41253 Prof. Fees - Auditor	14,500	16,000	91%	1,500	
41254 Prof. Fees - Consulting Engineers	68,936	50,000	138%	(18,936)	
41259 Prof. Fees - Other	40,206	40,000	101%	(206)	
41264 Repairs & Maintenance - Vehicles	6,143	5,000	123%	(1,143)	
41265 Parks & Recreation Expense	35,801	40,000	90%	4,199	
41266 Repairs & Maintenance - Buildings	11,216	20,000	56%	8,784	
41268 Repairs & Maintenance - Roads	27,354	819,300	3%	791,946	
41269 SSA - Street Repair Expense	49,356	140,000	35%	90,644	
41270 Vehicle Fuel & Oil	12,386	15,000	83%	2,614	
41280 Travel	1,553	2,500	62%	947	
41285 Continuing Education	1,224	5,000	24%	3,776	
41289 Retirement	13,151	30,000	44%	16,849	
41291 Animal Control Services	7,355	7,500	98%	145	
41300 Economic Development	6,796	7,500	91%	704	
41311 Office Expense	24,261	100,000	24%	75,739	
41511 Insurance - Property	21,443	3,600	596%	(17,843)	
41512 Insurance - Workers Comp.	10,021	13,000	77%	2,979	
41513 Insurance - Liability	5,723	5,300	108%	(423)	
41514 Insurance - Medical	53,459	90,000	59%	36,541	
41515 Insurance - Auto	2,880	2,100	137%	(780)	
41516 Insurance - E & O	10,032	11,000	91%	968	
41551 Trustee Commission	6	5,500	0%	5,494	
41633 Interest Expense - Note Payable	1,050	2,000	53%	950	
41720 Donations	29	-	0%	(29)	
41800 Emergency Services	100,000	145,000	69%	45,000	
41899 Other Expenses	-	10,000	0%	10,000	
Total general government expenditures	982,631	2,371,600	41%	1,388,969	
General government change in net position	691,383	-		(691,383)	
Non-Operating Expenditures:					
41940 Capital Projects	475,156	6,050,000	8%	5,574,844	
41944 Captial Projects - Parks	11,897	-		(11,897)	
49030 Capital Outlay Note Payment	151,254	312,000		160,746	
Total non-operating expenditures	638,307	6,362,000		5,723,693	
Non-operating change in net position	(261,904)	-		261,904	
Total expenditures	1,620,938	8,733,600		7,112,662	
Change in Net Position	429,478	-		(429,478)	



**General Fund Revenue Analysis as of
February 28, 2019**

	Jan 2019	Feb 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
General Government Revenues:							
31111 Real Property Tax Revenue	148,674	36,890	(111,784)	25,929	22,500	(3,429)	
31310 Interest & Penalty Revenue	-	329	329	43	-	(43)	
31610 Local Sales Tax - Trustee	79,651	-	(79,651)	56,902	75,000	18,098	
31710 Wholesale Beer Tax	7,774	6,261	(1,513)	8,494	7,917	(577)	
31720 Wholesale Liquor Tax	1,374	1,472	98	1,251	1,250	(1)	
31810 Adequate School Facilities Tax	3,616	1,812	(1,804)	3,850	5,833	1,983	
31900 CATV Franchise Fee Income	4,516	3,160	(1,356)	2,800	2,083	(716)	
32000 Beer Permits	200	-	(200)	75	50	(25)	
32200 Building Permits	54,871	18,402	(36,469)	37,306	25,000	(12,306)	
32230 Submittal & Review Fees	657	200	(457)	423	1,667	1,244	
32242 Miscellaneous Fees	-	300	300	193	167	(27)	
32260 Business Tax Revenue	143	177	34	783	6,250	5,467	
33320 TVA Payments in Lieu of Taxes	13,991	-	(13,991)	1,749	4,167	2,418	
33510 Local Sales Tax - State	34,636	43,065	8,429	46,970	29,167	(17,804)	
33520 State Income Tax	-	-	-	-	-	-	
33530 State Beer Tax	-	-	-	-	167	167	
33535 Mixed Drink Tax	2,353	2,681	328	2,239	1,000	(1,239)	
33552 State Streets & Trans. Revenue	782	782	-	588	667	79	
33553 SSA - Motor Fuel Tax	7,314	7,692	378	7,908	6,667	(1,241)	
33554 SSA - 1989 Gas Tax	1,165	1,213	48	1,229	1,000	(229)	
33555 SSA - 3 Cent Gas Tax	2,158	2,248	90	2,277	1,667	(610)	
33556 SSA - 2017 Gas Tax	2,928	3,070	142	2,877	1,667	(1,210)	
36120 Interest Earned - Invest. Accts	1,571	2,631	1,060	2,699	1,667	(1,032)	
37746 Parks Revenue	460	1,720	1,260	2,359	1,667	(692)	
37747 Parks Deposit Return	-	(300)	(300)	(529)	(417)	112	
37990 Other Revenue	575	1,075	500	838	833	(4)	
Total general government revenue	369,409	134,880	(234,529)	209,252	197,633	(11,618)	
Non-Operating Income:							
32300 Impact Fees	56,189	25,484	(30,705)	47,050	45,833	(1,217)	
38000 Transfer from Reserves	-	-	-	-	484,333	484,333	
39995 Capital Outlay Note Proceeds	-	-	-	-	-	-	
Total non-operating revenue	56,189	25,484	(30,705)	47,050	530,167	483,116	
Total revenue	425,598	160,364	(265,234)	256,302	727,800	471,498	



General Fund Expenditure Analysis as of
February 28, 2019

	Jan 2019	Feb 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
General Government Expenditures:							
41110 Salaries	44,311	38,414	(5,897)	39,295	50,000	10,705	
41141 FICA	2,747	2,382	(365)	2,455	3,100	645	
41142 Medicare	643	557	(86)	574	725	151	
41147 SUTA	780	465	(315)	208	200	(8)	
41161 General Expenses	1,291	-	(1,291)	161	83	(78)	
41211 Postage	-	-	-	40	83	44	
41221 Printing, Forms & Photocopy	273	273	-	273	625	352	
41231 Legal Notices	336	336	-	159	250	91	
41235 Memberships & Subscriptions	-	250	250	284	333	49	
41241 Utilities - Electricity	329	1,219	890	1,121	1,000	(121)	
41242 Utilities - Water	-	312	312	179	208	29	
41244 Utilities - Gas	206	256	50	123	167	44	
41245 Telecommunications Expense	-	355	355	351	417	66	
41252 Prof. Fees - Legal Fees	7,780	8,180	400	11,995	8,333	(3,662)	
41253 Prof. Fees - Auditor	2,500	-	(2,500)	1,813	1,333	(479)	
41254 Prof. Fees - Consulting Engineers	15,707	-	(15,707)	8,617	4,167	(4,450)	
41259 Prof. Fees - Other	3,832	3,701	(131)	5,026	3,333	(1,692)	
41264 Repairs & Maintenance - Vehicles	1,351	85	(1,266)	768	417	(351)	
41265 Parks & Recreation Expense	500	1,433	933	4,475	3,333	(1,142)	
41266 Repairs & Maintenance - Buildings	1,037	1,260	223	1,402	1,667	265	
41268 Repairs & Maintenance - Roads	1,583	420	(1,163)	3,419	68,275	64,856	
41269 SSA - Street Repair Expense	2,960	750	(2,210)	6,170	11,667	5,497	
41270 Vehicle Fuel & Oil	793	608	(185)	1,548	1,250	(298)	
41280 Travel	-	-	-	194	208	14	
41285 Continuing Education	110	-	(110)	153	417	264	
41289 Retirement	1,472	1,486	14	1,644	2,500	856	
41291 Animal Control Services	-	-	-	919	625	(294)	
41300 Economic Development	297	-	(297)	850	625	(225)	
41311 Office Expense	4,759	6,876	2,117	3,033	8,333	5,301	
41511 Insurance - Property	-	-	-	2,680	300	(2,380)	
41512 Insurance - Workers Comp.	-	-	-	1,253	1,083	(169)	
41513 Insurance - Liability	-	-	-	715	442	(274)	
41514 Insurance - Medical	5,018	8,156	3,138	6,682	7,500	818	
41515 Insurance - Auto	-	-	-	360	175	(185)	
41516 Insurance - E & O	-	-	-	1,254	917	(337)	
41551 Trustee Commission	-	-	-	1	458	458	
41633 Interest Expense - Note Payable	-	-	-	131	167	35	
41691 Bank Charges	-	-	-	-	167	167	
41720 Donations	-	-	-	4	-	(4)	
41800 Emergency Services	-	-	-	12,500	12,083	(417)	
41899 Other Expenses	-	690	690	-	833	833	
Total general government expenditures	100,615	78,464	(22,151)	122,829	197,800	74,971	
Non-Operating Expenditures:							
41940 Capital Projects	19,968	24,250	4,282	59,395	504,167	444,772	
41943 Acquisition of Public Use Prop.	-	-	-	-	-	-	
41944 Capital Projects - Parks	947	1,034	87	1,487	-	(1,487)	
48000 Transfer to Reserves	-	-	-	-	-	-	
49030 Capital Outlay Note Payment	-	-	-	18,907	26,000	7,093	
Total non-operating expenditures	20,915	25,284	4,369	79,788	530,167	450,378	
Total expenditures	121,530	103,748	(17,782)	202,617	727,967	525,349	



**Wastewater Fund Revenue and Expense Analysis as of
February 28, 2019**

	Feb YTD 2019	Budget	% of Budget	Budget Remaining	Comment
Revenues:					
3100 Wastewater Treatment Fees	721,604	925,000	78%	203,396	
3101 Septage Disposal Fees	2,950	10,000	30%	7,050	
3105 Late Payment Penalty	20,320	-		(20,320)	
3109 Uncollectible Accounts	-	(5,000)		(5,000)	
3500 Other Income	215	-		(215)	
4009 Returned Check Charges	-	-		-	
Total Revenues	<u>745,088</u>	<u>930,000</u>	<u>80%</u>	<u>184,912</u>	
Operating Expenses:					
Supply and Operations:					
4010 Payroll Expense	77,853	170,000	46%	92,147	
4210 Permits & Fees Expense	4,828	7,500	64%	2,672	
4220 Laboratory Water Testing	2,417	5,000	48%	2,583	
4230 Supplies Expense	968	5,000	19%	4,032	
4240 Repairs & Maint. Expense	43,367	65,000	67%	21,633	
4250 Postage, Freight & Express Chgs	5,181	8,000	65%	2,819	
4280 Billing Charges	3,007	12,000	25%	8,993	
4310 Utilities - Electric	48,514	90,000	54%	41,486	
4320 Utilities - Water	1,419	5,000	28%	3,581	
4350 Telecommunications	1,914	2,500	77%	586	
4390 Insurance Expense	-	21,000	0%	21,000	
4395 Insurance - Employee Medical	4,198	20,000	21%	15,802	
4400 Prof. Fees-Consulting Engineers	117,244	68,000	172%	(49,244)	
4420 Prof. Fees - Auditor	-	2,000	0%	2,000	
4490 Prof. Fees - Other	121,706	64,200	190%	(57,506)	
4710 Payroll Taxes - FICA	4,434	10,000	44%	5,566	
4720 Payroll Taxes - Medicare	971	2,200	44%	1,229	
4730 Payroll Taxes - SUTA	150	3,600	4%	3,450	
4789 Employee Retirement Expense	3,652	7,500	49%	3,848	
4800 Bank Charges	562	500	112%	(62)	
4900 Other Expense	-	1,000	0%	1,000	
Total Supply and Operations	<u>442,384</u>	<u>570,000</u>	<u>78%</u>	<u>127,616</u>	
Depreciation					
4990 Depreciation Expense	240,000	360,000	67%	120,000	
Total Operating Expenses	<u>682,384</u>	<u>930,000</u>	<u>73%</u>	<u>247,616</u>	
Operating result	62,704	-		(62,704)	
Non-Operating Income (Expense):					
3300 Tap Fees	300,126	550,000	55%	249,874	
3902 Interest Income - Invest Accts	10,889	5,000	218%	(5,889)	
4100 Capital Expenditures	-	(300,000)	0%	(300,000)	
4994 Interest Expense	(8,569)	(13,000)	66%	(4,431)	
Total non-operating income	<u>302,446</u>	<u>242,000</u>	<u>125%</u>	<u>(60,446)</u>	
Change in Net Position	<u>365,151</u>	<u>242,000</u>	<u>151%</u>	<u>(123,151)</u>	



**Wastewater Fund Revenue and Expense Analysis as
of February 28, 2019**

	Jan 2019	Feb 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
Revenues:							
3100 Wastewater Treatment Fees	91,311	88,734	(2,577)	90,200	77,083	(13,117)	Jan: 35 Feb: 28
3101 Septage Disposal Fees	-	-	-	369	833	465	
3105 Late Payment Penalty	5,839	3,962	(1,877)	2,540	-	(2,540)	
3109 Uncollectible Accounts	-	-	-	-	(417)	(417)	
3500 Other Income	-	-	-	27	-	(27)	
4009 Returned Check Charges	-	35	35	-	-	-	
Total revenues	97,150	92,731	(4,419)	93,136	77,500	(15,636)	
Operating Expenses:							
Supply and Operations:							
4010 Payroll Expense	9,061	9,061	-	9,732	14,167	4,435	
4210 Permits & Fees Expense	3,370	-	(3,370)	604	625	21	
4220 Laboratory Water Testing	351	351	-	302	417	115	
4230 Supplies Expense	343	-	(343)	121	417	296	
4240 Repairs & Maint. Expense	5,298	10,000	4,702	5,421	5,417	(4)	
4250 Postage, Freight & Express Chgs	792	598	(194)	648	667	19	
4280 Billing Charges	1,418	447	(971)	376	1,000	624	
4310 Utilities - Electric	6,663	6,816	153	6,064	7,500	1,436	
4320 Utilities - Water	-	-	-	177	417	239	
4330 Telecommunications	515	525	10	239	208	(31)	
4390 Insurance Expense	-	-	-	-	1,750	1,750	
4395 Insurance - Employee Medical	224	1,457	1,233	525	1,667	1,142	
4400 Prof. Fees-Consulting Engineers	2,485	4,960	2,475	14,655	5,667	(8,989)	
4420 Prof. Fees - Auditor	-	-	-	-	167	167	
4490 Prof. Fees - Other	-	-	-	15,213	5,350	(9,863)	
4710 Payroll Taxes - FICA	562	562	-	554	833	279	
4720 Payroll Taxes - Medicare	66	131	65	121	183	62	
4730 Payroll Taxes - SUTA	128	-	(128)	19	300	281	
4789 Employee Retirement Expense	453	453	395	456	625	169	
4800 Bank Charges	-	20	20	70	42	(29)	
4900 Other Expense	-	-	-	-	83	83	
Total supply and operations	31,729	35,381	4,047	55,298	47,500	(7,798)	
Depreciation							
4990 Depreciation Expense	30,000	30,000	-	30,000	30,000	30,000	
Total operating expenses	61,729	65,381	4,047	85,298	77,500	(7,798)	
Operating result	35,421	27,350	(8,466)	7,838	-	(7,838)	
Non-Operating Income (Expense):							
3300 Tap Fees	45,000	20,000	(25,000)	37,516	45,833	8,318	
3902 Interest Income - Invest Accts	1,514	1,491	(23)	1,361	417	(945)	
4100 Capital Expenditures	-	-	-	-	(25,000)	(25,000)	
4994 Interest Expense	1,035	1,016	(19)	(1,071)	(1,083)	(12)	
Total non-operating income	47,549	22,507	(25,042)	37,806	20,167	(17,639)	
Change in Net Position	82,970	49,857	(33,508)	45,644	20,167	(25,477)	

General Fund

- 1 Tax Revenues are on just above pace thru Feb 69% of budget - goal is 67%
- 2 Permits and all other fees are greater than expected - 7% over budget
- 3 Interest Income has already exceeded our budgeted amount for the year. Expect this to increase as well with a focus to shift monies into higher yields
- 4 Impact Fees are on pace for the year so far.
- 5 Overall expenditures are well under budget by 20%. Part of this the fact of no TA for a good portion of the year, as well as being well under budget in the Roads & Maint area. Therefore the Revised budget reflects this adjustment.
- 6 Capital Projects are also well under budgeted, and the revised budget reflects this adjustment as well.

Wastewater Fund

- 1 Wastewater Fees are above budget by 15% this is due to increase number of accounts.
- 2 Tap Fees (Effluent Fees) paid when each builder is issued the permit, is below budget by 12%. Expectations are that the budgeted fees will be met however.
- 3 Total Operating Expenditures are above budget by 10%. This is mainly due to looking at it from a cash basis. We did spend \$121k for First Response - to pay out the final invoice of the contract. If we adjust the expenditures for this invoice the total expenditures would be 10% under budget.