

**Town of Thompson's Station
Board of Mayor and Aldermen
Remote Meeting Agenda
February 9, 2021**

Meeting Called To Order

Consent Agenda

A. Approval To Conduct This Meeting By Electronic Means Which Is Necessary To Protect The Public Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak (Pursuant To Executive Order No. 71).

Documents:

[ITEM A - INTRODUCTION STATEMENT FOR TS BOMA FEB 2021.PDF](#)

B. Consideration Of The Minutes Of The January 12, 2021 Regular Meeting.

Documents:

[ITEM B - BOMA MINUTES 01_12_2021.PDF](#)

C. Appointment Of UB Members:

Everett "Skip" Beasley
Jeff Risdien
Charles Starck
Vacant Position – UB Board Interest Form for Lauren Gaudioso
and Joshua Mayo

Documents:

[ITEM C - UB INTEREST FORM APPLICANT.PDF](#)
[UB APPLICANT_FEB 2021_JOSHUA MAYO.PDF](#)

D. Approve Dedication Of Bridgemore Village Section 6C Roadways, Drainage, And Erosion Control Public Improvement.

Documents:

[ITEM D - BRIDGEMORE 6C BOND ACTION 2-9-21.PDF](#)

E. Approve Dedication Of Bridgemore Village Section 6D Roadways, Drainage, And Erosion Control Public Improvement.

Documents:

[ITEM E - BRIDGEMORE 6D BOND ACTION 2-9-21.PDF](#)

Announcements/Agenda Requests

Public Comments:

Any citizen desiring to make a comment can submit their written comments to

the Town Clerk which will be included in the meeting minutes for public perusal. Email your comments to Town Hall at INFO@THOMPSONS-STATION.COM with **February BOMA Public Comments** as the Subject Line. Contact the Town Clerk with any questions at (615) 794-4333 ext. 1.

Unfinished Business:

1. Approval Of Second Reading Of Ordinance 2021-001 To Amend The Town's Municipal Code By Amending And Adding Chapters 4 & 5 Of Title 15 To Add Parking And Parking Enforcement Rules As Amended.

Documents:

[ITEM 1 A - REDLINED ORDINANCE 2021-001 AMENDING TITLE 15 TO ADOPT A PARKING ORDINANCE.PDF](#)
[ITEM 1 B - PROPOSED ORDINANCE 2021-001 AMENDING TITLE 15 TO ADOPT A PARKING ORDINANCE.PDF](#)

2. Public Hearing And Second Reading Of Ordinance 2020-013 To Amend The Town's Zoning Map By Zoning 4.45 Acres Of Territory Located At 4440 Les Watkins Road (Map 144, Parcel 001.01):

Documents:

[ITEM 2 A - ORD 2020-13 ZONE 4440 LES WATKINS RD MEMO.PDF](#)
[ITEM 2 B - ORD 2020-013 ZONE 4440 LES WATKINS RD.PDF](#)

3. Approval Of Resolution For Approval And Use Of The Reservation Of Wastewater Capacity Agreement With The Town Of Thompson's Station:

Documents:

[ITEM 3 A RESOLUTION 2021-00 APPROVE USE RESERVATION OF WW CAPACITY AGREEMENT.PDF](#)
[ITEM 3 B - RESERVATION OF WW CAPACITY AGREEMENT WITH T. T. S-RS.PDF](#)

New Business:

4. Approval Of Purchase Of Lawn Mower For Maintenance/Wastewater Department:

Documents:

[ITEM 4 A - LAWN MOWER ALLOCATION COST.PDF](#)
[ITEM 4 A - LAWN MOWER BID INFORMATION-RS.PDF](#)

5. Approval Of Purchase Of Wood Chipper For Maintenance Department:

Documents:

[ITEM 5 A - WOOD CHIPPER BID INFORMATION-RS.PDF](#)

6. Approval Of First Reading Of Ordinance 2021-004 To Amend, By Clean Up And Clarification, Certain Provisions Of The Land Development Ordinance: (Relative To Workshop)

Documents:

ITEM 6 A - STAFF REPORT ORD 2021-004 LDO CLEAN UP AMEND
MEMO.PDF
ITEM 6 B - ORDINANCE 2021-004 LDO CLEAN UP TEXT AMEND 1-26-
21.PDF

7. Utility Relocation For Critz Lane Improvements:

Documents:

ITEM 7 A - BARGE RECOMMENDATION OF AWARD_CRTIZ UTILITY
RELOCATION.PDF
ITEM 7 B - HB AND TS LETTER.PDF
ITEM 7 C - RESOLUTION 2021-002 TO APPROVE FUNDS FOR
H BANDTS WATERLINE RELOCATION RELATED TO PHASE I OF THE
CRITZ LANE PROJECT.PDF

8. Approval Of Wastewater System Flow Monitoring:

Documents:

ITEM 8 A - COMBINED_FLOW_MONITORING_BID QUOTES.PDF
ITEM 8 B - QUOTES SUMMARY (1).PDF
ITEM 8 C - FLOW MONITORING QUOTES_LETTER
RECOMMENDATION.PDF

9. Approval Of Contract With Griggs & Maloney For Town Engineering Services:

Documents:

ITEM 9 A - MOU FOR TECHNICAL PLANNING ASSISTANCE FROM
GRIGGS AND MALONEY - REVISED 12-23-2020.PDF
ITEM 9 - MOU AND CONTRACT FOR THOMPSONS STATION
TECHNICAL PLANNING ASSISTANCE FROM GRIGGS AND MALONEY -
REVISED 2-2-2021 (COMBINED).PDF

10. Approval Of A Resolution 2021-003 Of The Town Of Thompson's Station, Tennessee To Repeal Resolution No. 14-001 And To Amend The Municipal Debt Policy As Enacted By Resolution No. 11-005:

Documents:

ITEM 10 - A RESOLUTION 14-001 DEBT POLICY.PDF
ITEM 10 - B RESOLUTION 11-005 ADOPT DEBT POLICY.PDF
ITEM 10 - C PROPOSED RESOLUTION 2021-003 REPEAL RESO. 14-001
AMEND RESO. 11-005.PDF
ITEM 10 - D PROPOSED RED-LINED DEBT POLICY-RS.PDF
ITEM 10 - E PROPOSED DEBT POLICY EFFECTIVE 2_9_21-RS.PDF

11. Approval On First Reading Of An Ordinance 2021-005 To Amend The Town Of Thompson's Station Municipal Code Section 18-203 And Ordinance No. 07-016 Relating To Wastewater User Rates:

Documents:

ITEM 11 A - MTAS - THOMPSON STATION REVIEW JANUARY 27 2020
SECOND REVISION.PDF
ITEM 11 B - TS MUNICIPAL CODE 18.201 TO 18.205 - WASTEWATER
SYSTEM USER RATES.PDF

ITEM 11 C - ORDINANCE 2007-016 MAXIMUM SETTING MAXIMUM USER RATES.PDF
ITEM 11 D - WASTEWATER RATE COMPARISON.PDF
ITEM 11 E - ORDINANCE NO. 2021-005 TO AMEND ORDINANCE NO. 07-016 AND 10-007 AND TITLE 18-203 AS TO THE TOWNS WASTEWATER SYSTEM USER RATES.PDF

Adjourn

This meeting will be held at 7:00 p.m. remotely by electronic means due to the COVID-19 Public Health Emergency. It will be live-streamed on the Town Website www.thompsons-station.com.

STATEMENT FOR THE RECORD AT START OF MEETING
Thompson's Station Board of Mayor and Aldermen

Hello and welcome to this the February 9, 2021, Board of Mayor and Alderman meeting for the Town of Thompson's Station.

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order # 71 (which was previously extended by Executive Order # 16, 34, 51, 60 and 65): due to the treatment and containment of COVID-19.

This Town of Thompson's Station Board of Mayor and Alderman meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson's Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Mayor and Alderman to include this determination in the minutes for this meeting.

We understand that we, the Thompson's Station Board of Mayor and Alderman, serves the Town of Thompson's Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing and uploading and preserving it for future viewing.

**Town of Thompson's Station
Board of Mayor and Aldermen
Remote Meeting Minutes
January 12, 2021 7:00 p.m.**

Call to Order:

The virtual meeting of the Board of Mayor and Alderman of the Town of Thompson's Station was called to order at 7:00 p.m. on January 12, 2021 with the required quorum. The following statement was read by Mayor Napier:

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order No. 71 (which was previously extended by Executive Orders Nos. 16, 34, 51, 60 and 65):

This Town of Thompson's Station Board of Mayor and Alderman meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson's Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Mayor and Alderman to include this determination in the minutes for this meeting.

We understand that we, the Thompson's Station Board of Mayor and Alderman, serves the Town of Thompson's Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing and uploading and preserving it for future viewing.

A recording of this meeting will be available on the Town of Thompson's Station's web site at thompsons-station.com within 24 hours of this meeting. Members and staff participating remotely were: Mayor Corey Napier, Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Brian Stover; Alderman Andrew Zinn; Town Administrator Ken McLawhon; Finance Director Steve Banks; IT Coordinator Tyler Rainey, Town Recorder/Clerk Regina Fowler and Town Attorneys Andrew Mills and Kirk Vandivort. Other attendees participating remotely were Matt Shorter and Jeremy Matthews with Culver, PLLC.

1. Appointment of Vice Mayor:

The Floor was open for nominations. Shaun Alexander nominated Brandon Bell for Vice Mayor. The motion was seconded by Andrew Zinn and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

2. Appointment of Board of Zoning Appeals Member:

Shaun Alexander nominated Kaitlin Riddle for appointment to the Board of Zoning Appeals. The motion was seconded by Andrew Zinn and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

3. Approve Consent Agenda:

- a. Approval to conduct this meeting by electronic means which is necessary to protect the public health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak (pursuant to Executive Order No. 65).
- b. Consideration of the Minutes of the November 10, 2020 regular meeting.

Alderman Brandon Bell made a motion to approve the Consent Agenda a) approval to conduct this meeting by electronic means which is necessary to protect the public health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak (pursuant to Executive Order No. 65) b) Consideration of the Minutes of the November 10, 2020 regular meeting and a Proclamation to recognize February 7 – 14, 2021, as Congenital Heart Defect Awareness Week. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

Announcements:

4. Presentation of The Town of Thompson’s Station Audit for 2019 – 2020 presented by Jeremy Matthews and Matt Shorter of Culver, PLLC. Alderman Brandon Bell made a motion to **accept** the Town of Thompson’s Station Audit for 2019 – 2020 as presented by Jeremy Matthews and Matt Shorter of Culver, PLLC. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

Public Comments: Any citizen desiring to make a comment can submit their written comments to the Town Clerk which will be included in the meeting minutes for public perusal. Email your comments to Town Hall at info@thompsons-station.com with **January BOMA Public Comments** as the Subject Line. Contact the Town Clerk with any questions at (615) 794-4333 ext. 1.

Unfinished Business:

5. **Approval of Second Reading of Ordinance 2020-011 to Amend Title 18 to Adopt a Policy for Waste Water Tap Reversion and Assignment:** Alderman Brandon Bell made a motion to approve Second Reading as **amended** of Ordinance 2020-011 to Amend Title 18 - 403 to Adopt a Policy for Waste Water Tap Reversion and Assignment: The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

6. **Approval of Resolution 2021-001 for Acknowledgement of Transfer, Assignment and Assumption of Phase 16 (B) of the Tollgate Village Development from MSBC TN Homebuilders, LLC to Phillips Builders, LLC and Confirmation of Entity Ownership and Responsibility for Phase 16 (B):** Alderman Brandon Bell made a motion to approve to **defer** Resolution 2021-001 for Acknowledgement of Transfer, Assignment and Assumption of Phase 16 (B) of the Tollgate Village Development from MSBC TN Homebuilders, LLC to Phillips Builders, LLC and Confirmation of Entity Ownership and Responsibility for Phase 16 (B) with the understanding Town Staff will provide an amended agreement exhibit with existing deficiencies. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

7. **Approval of First Reading of Ordinance 2021-001 to Amend the Town’s Municipal Code by Amending and Adding Chapters 4 & 5 of Title 15 to Add Parking and Parking Enforcement Rules:** Alderman Brandon Bell made a motion to approve First Reading of Ordinance 2021-001 to Amend the Town’s Municipal Code by Amending and Adding Chapters 4 & 5 Title 15 to Add

Parking and Parking Enforcement Rules as amended. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

8. Approval to send Ordinance 2014-004 an Ordinance of the Town of Thompson's Station, Tennessee, to amend Title 11, Chapter 1 of the Municipal code regarding Noise, for review to the February Planning Commission Agenda. A motion was made by Shaun Alexander to approve to send Ordinance 2014-004 an Ordinance of the Town of Thompson's Station, Tennessee, to amend Title II, Chapter 1 of the Municipal Code regarding Noise, for review to the February Planning Commission Agenda. Brandon Bell seconded the motion and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

9. Adjourn: Shaun Alexander made a motion to adjourn. The motion was seconded by Brandon Bell and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Yea		
Yea	5	Nay	0	Abstain	0
				Absent	0

Motion carried.

There being no further business, the meeting was adjourned at 8:57 p.m.

Corey Napier, Mayor

Regina Fowler, Town Recorder/Clerk



Regina Fowler <rfover@thompsons-station.com>

Per Discussion: Online Form Submittal: Utility Board Interest Form

1 message

Kenneth McLawhon <kmclawhon@thompsons-station.com>

Tue, Feb 2, 2021 at 10:03 AM

To: Regina Fowler <rfover@thompsons-station.com>

Cc: Corey Napier <cnapier@thompsons-station.com>, trainey@thompsons-station.com

Kenneth L. McLawhon

Town Administrator

Town of Thompson's Station

1550 Thompson's Station Road

Thompson's Station, Tn. 37179



From: Tyler Rainey <trainey@thompsons-station.com>

Sent: Tuesday, February 2, 2021 9:53 AM

To: Ken Mclawhon <kmclawhon@thompsons-station.com>

Subject: Fwd: Online Form Submittal: Utility Board Interest Form

Applicant for UB.

----- Forwarded message -----

From: <noreply@civicplus.com>

Date: Mon, Feb 1, 2021 at 12:37 PM

Subject: Online Form Submittal: Utility Board Interest Form

To: <info@thompsons-station.com>, <trainey@thompsons-station.com>

Utility Board Interest Form

First Name Lauren

Last Name Gaudioso

Address1 [2719 Standing Oak Dr](#)

City Thompsons Stn

State Tennessee

Zip 37179-9756

E-mail Address lauren.gaudioso@gmail.com

Phone Number 615-806-9036

Introduce yourself and
explain your interest in
participating in the Utility
Board

Lauren Gaudioso I am sure many board members already know me since I ran in 2020 as Alderman in this beautiful town. One of my favorite experiences was learning about our towns utility board and the tour of the current waste water system and learning about the new system coming in the next few years. I would like the opportunity to support the board, I have a J.D., I am PMP certified and can help with any future project planning. Attached is my resume let me know if you have any further questions. Thank you!

Resume, Statement of
Interest, etc. (not required)

[Gaudioso Resume 2021.docx](#)

Utility Board Members are appointed by the Board of Mayor and Aldermen.

Email not displaying correctly? [View it in your browser.](#)



Regina Fowler <rffowler@thompsons-station.com>

Online Form Submittal: Utility Board Interest Form

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: info@thompsons-station.com, trainey@thompsons-station.com

Wed, Feb 3, 2021 at 10:33 AM

Utility Board Interest Form

First Name	Joshua
Last Name	Mayo
Address1	2706 Paddock Park Drive
City	Thompsons Station
State	TN
Zip	37179
E-mail Address	JSMAYO11@Yahoo.com
Phone Number	615-533-4174
Introduce yourself and explain your interest in participating in the Utility Board	Hello, my name is Joshua Mayo and I have been a resident of Thompsons Station since 2008. As our town continues to grow, community participation in related areas, such as the Utility Board, is crucial. As an attorney by trade, I would welcome the opportunity to volunteer with Utility Board to assist the BOMA with wastewater and other, non-wastewater related utility issues as may be requested.
Resume, Statement of Interest, etc. (not required)	Resume - Joshua S. Mayo - 2021.pdf

Utility Board Members are appointed by the Board of Mayor and Aldermen.

Email not displaying correctly? [View it in your browser.](#)

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

THOMPSON'S STATION BOND ACTION FORM

BOND	Bridgemore Village Section 6C Roadways, drainage and erosion control (RDEC) Performance Surety. <u>Original Amount: \$215,000 (1/23/18)</u> <u>Reduced: \$158,000 (1/28/20)</u>
PLANNING COMMISSION ACTION	Release the Performance Surety, establish a maintenance surety in the amount of \$75,000, and recommend BOMA approval the dedication of this public improvement. (1/26/21 PC Meeting)
BOMA ACTION	<u>Approve Dedication</u> of the public improvement, subject to the 1-year maintenance period, after which Approval of Acceptance of this improvement shall be considered.

Bond History

On November 28, 2017, Section 6C was approved for the creation of single-family lots within Bridgemore Village. The plat was approved with a surety for roads, drainage and erosion control in the amount of \$215,000. In January 2020, the Planning Commission reduced the surety based on the progress completed to that point to \$158,000. The applicant requested the Planning Commission release from the performance stage of the surety and to enter the maintenance period at the January 26, 2021, meeting.

The applicant's Engineering Certification Form indicates that this public improvement has been designed and installed per the approved construction plans and Town standards. This action will provide dedication of the public improvement. The final step in the public infrastructure process is acceptance of the improvement by the developer to the Town, after a maintenance period of 1 year.

At the January 26, 2021, Planning Commission meeting, the above referenced bond was released from performance with the following contingencies:

1. Release performance surety for roads, drainage and erosion control and establish a maintenance surety for 1 year for RDEC in the amount of \$75,000.
2. Recommend BOMA note Approval of Dedication of the public improvement and schedule a 1-year revisit of the Approval of Acceptance of the public improvement prior to release of the maintenance period.
3. The applicant shall complete the full punch list items prior to surety release prior to BOMA consideration of Approval of Dedication.

Once the \$75,000 maintenance surety is provided to Town Staff, the performance bond shall be released.

Staff recommends BOMA approve the dedication of this public improvement.

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

THOMPSON'S STATION BOND ACTION FORM

BOND	Bridgemore Village Section 6D Roadways, drainage and erosion control (RDEC) Performance Surety. <u>Original Amount: \$120,600 (1/23/18)</u> <u>Reduced: \$65,000 (1/28/20)</u>
PLANNING COMMISSION ACTION	Released the Performance Surety, establish a maintenance surety in the amount of \$30,000, and recommend BOMA approval the dedication of this public improvement. (1/26/21 PC Meeting)
BOMA ACTION	<u>Approve Dedication</u> of the public improvement, subject to the 1-year maintenance period, after which Approval of Acceptance of this improvement shall be considered.

Bond History

On November 28, 2017, Section 6D was approved for the creation of single-family lots within Bridgemore Village. The plat was approved with a surety for roads, drainage and erosion control in the amount of \$120,600. In January 2020, the Planning Commission reduced the surety based on the progress completed to that point to \$65,000. The applicant requested the Planning Commission release from the performance stage of the surety and to enter the maintenance period at the January 26, 2021, meeting.

The applicant's form indicates that this public improvement has been designed and installed per the approved construction plans and Town standards. This action will provide dedication of the public improvement. The final step in the public infrastructure process is acceptance of the improvement by the developer to the Town, after a maintenance period of 1 year.

At the January 26, 2021, Planning Commission meeting, the above referenced bond was released from performance with the following contingencies:

1. Release performance surety for roads, drainage and erosion control and establish a maintenance surety for 1 year for RDEC in the amount of \$30,000.
2. Recommend BOMA note Approval of Dedication of the public improvement and schedule a 1-year revisit of the Approval of Acceptance of the public improvement prior to release of the maintenance period.
3. The applicant shall complete the full punch list items prior to surety release prior to BOMA consideration of Approval of Dedication.

Once the \$30,000 maintenance surety is provided to Town Staff, the performance bond shall be released.

Staff recommends BOMA approve the dedication of this public improvement.

ORDINANCE NO. 2021-001

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND TITLE 15, CHAPTERS 4 & 5 OF THE THOMPSON'S STATION'S
MUNICIPAL CODE REGARDING PARKING**

WHEREAS, the need to provide for the welfare and safety of the citizens of Thompson's Station upon the roadways within the Town is of utmost importance, and

WHEREAS, a comprehensive parking ordinance is needed, and the Town does not currently have one, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of an amendment to Title 15, Chapters 4 & 5 as proposed herein to create a consistent set of laws regarding parking, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to add a chapter, specifically replacing Chapter 4 of Title 15, titled "Parking" as well as move the existing, with additions, Chapter 4 ("Enforcement") to the newly created Chapter 5 of Title 15; and

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 hereby adopts the following ordinance, as provided hereinafter, and a new Chapter 4 of Title 15 is inserted and added with the language as provided hereinafter, and the former Chapter 4 of Title 15 is moved, in its entirety, to the newly created Chapter 5 of Title 15.

Section 2. That Title 15, Chapter 4 is deleted in its entirety and replaced with the following language:

CHAPTER 4

PARKING

15-401. Application of Chapter Provisions. The provisions of this chapter prohibiting the standing or parking of a vehicle shall apply at all times, or at the times herein specified, or as indicated on official signs or pavement markings except when it is necessary to stop a vehicle to avoid conflict with other traffic, or in compliance with the directions of a police officer or traffic-control device.

15-402. Obstructing Traffic Prohibited.

(1) It is unlawful to leave any vehicle standing in any public street when such vehicle constitutes a hazard to public safety or an obstruction to the normal flow of traffic.

(2) Whenever any vehicle is standing or parked upon or beside a roadway, no person shall open any door of such vehicle on that side of the vehicle nearest the flow of traffic on such street, whenever the opening of such door shall constitute a hazard or obstruction to vehicles moving on the street in a lawful manner.

15-403. Stopping, Standing, or Parking – Prohibited Locations.

(1) No person shall stop, stand or park a vehicle:

- (a) On a sidewalk;
- (b) Upon any median, buffer strip, planting strip or landscape strip located between a sidewalk and roadway;
- (c) Within an intersection or within 25 [feet] thereof, except to this shall have no application to:
 - (i) Intersections at which the flow of traffic is controlled by either a traffic light (providing the customary red, yellow and green signals) or a stop sign;
 - (ii) Designated parking spaces when properly signed and marked;
- (d) On a crosswalk or between sidewalk pedestrian ramps;
- (e) On any controlled-access highway;
- (f) Alongside or opposite any street excavation or obstruction when other traffic would be obstructed.
- (g) Upon any bridge or other elevated structure, underpass or within a street tunnel.
- (h) On a path or crosswalk within any park.

(2) No person shall stop, stand, or park a vehicle:

- (a) At any place where official signs or pavement markings prohibit stopping, standing, or parking;
- (b) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (c) Within an alley except during the necessary and expeditious loading and unloading of merchandise or freight, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the normal flow of traffic.
- (d) Without its right-hand wheels of the vehicle parallel to and within 18 inches of the right-hand curb;
- (e) In front of a public or private driveway;
- (f) Within 15 feet of a fire hydrant;
- (g) Within 50 feet of a railroad crossing;
- (h) In any area designated as a fire lane pursuant to the terms of the ~~Standard Fire Prevention~~International Fire Code adopted and codified by the Town; ~~or~~

(i) ~~Within 15 feet of a mailbox~~In such a way as to obstruct access to any mailbox;

~~or:~~

(j) ~~Within a Clear Sight Triangle, as established in Section 3.9.12 of the Land Development Ordinance.~~

15-404. Angle Parking.

On those streets which have been signed or marked by the city for angle parking, no person shall park or stand a vehicle other than at the angle indicated by such signs or markings. No person shall angle park any vehicle or vehicle with a trailer attached thereto that blocks the normal flow of traffic.

15-405. Parking Within Bicycle Lanes Prohibited.

Motor vehicles shall not be parked, stopped or left standing in a bicycle lane except as otherwise designated by official signage.

15-406. Occupancy of More Than One Space.

No person shall park a vehicle in any designated parking space so that any part of such vehicle occupies more than one such space or protrudes beyond the official markings on the street or curb designating such space.

15-407. Disabled or Unlicensed Vehicles.

It shall be unlawful to leave any vehicle parked on any public way or place for more than 24 consecutive hours when such vehicle is not in running condition or does not have a current state license plate. Any vehicles parked in violation of this section shall be towed and stored at the expense of the owner.

15-408. Parking of Commercial Vehicles in Residential Zones Prohibited.

(1) No person shall park any motor vehicle licensed and/or primarily used for commercial purposes, continuously for more than 15 days within a residential zoning district, ~~either on a public street, or upon any lot smaller than five acres in size; nor shall any person allow any such motor vehicle to be parked on any such property belonging to him or under his control in violation of this section.~~

~~(2) The parking of a commercial vehicle otherwise prohibited under subsection (1) shall be permitted so long as the vehicle is located in the rear yard of the lot, as defined in the Franklin Zoning Ordinance, and is effectively screened from any adjoining roadway or adjoining property by a wall, enclosure, fence, greenery or shrubbery.~~

~~(3) No school buses or trailers attached or attachable to any commercial vehicle shall be parked in any residential zone at any time.~~

~~(24) Excluded from this section entirely are Emergency service vehicles and other service vehicles actively performing a service parked on the residential property in residential districts, including moving vans and vehicles needed for construction purposes, shall be allowed so long as said vehicles are actively performing a service.~~

15-409. Parking on Narrow Streets.

(1) The Town Administrator, or his or her designee, is hereby authorized to erect signs indicating no parking upon any street when the width of the street or roadway does not exceed 20 feet, or upon one side of a street when the width of the roadway does not exceed 30 feet.

(2) Whenever official signs prohibiting parking are erected upon narrow streets as authorized by ~~this section~~ the Town Administrator, or his or her designee, no person shall park a vehicle upon any such street in violation of any such sign.

15-410. Stopping, Standing, or Parking at Hazardous or Congested Places.

(1) The Town Administrator, or his or her designee, is hereby authorized to determine and designate by proper signs places not exceeding 150 feet in length in which the stopping, standing, or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic.

(2) Whenever official signs are erected at hazardous or congested places as authorized by this section, no person shall stop, stand, or park a vehicle in any such designated place.

15-411. Parking within Public Parks.

It shall be unlawful to leave any vehicle parked on any public way or place within any park located within the Town overnight. For the purposes of this section, overnight shall mean between the hours of 12:00 a.m. and 5:00 a.m.

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15-412. Presumption with Respect to Illegal Parking.

When any unoccupied vehicle is found parked in violation of any provision of this chapter, there shall be a prima facie presumption that the registered owner of the vehicle is responsible for such illegal parking.

15-413. Placement and Erection of Signs.

It shall be the responsibility of the Town Administrator, or his or her designee, to place appropriate signs in appropriate locations in accordance with this Chapter.

Section 4. That there is created a new chapter under Title 15, Chapter 5 as follows:

CHAPTER 5

ENFORCEMENT

15-501. Violation and Penalty. Any violation of this title shall be punishable by a civil penalty up to fifty dollars (\$50.00) for each separate offense, in addition to any other penalty provided herein.

15-502. Illegal Parking.

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by this Code, the officer finding such vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a citation for the driver and/or owner to answer for the violation during the hours and at a place specified in the citation.

Section 5. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

Section 6. If any section or part of the 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 Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 7. This ordinance shall take effect upon the final reading and approval 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 _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

ORDINANCE NO. 2021-001

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND TITLE 15, CHAPTERS 4 & 5 OF THE THOMPSON'S STATION'S
MUNICIPAL CODE REGARDING PARKING**

WHEREAS, the need to provide for the welfare and safety of the citizens of Thompson's Station upon the roadways within the Town is of utmost importance, and

WHEREAS, a comprehensive parking ordinance is needed, and the Town does not currently have one, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of an amendment to Title 15, Chapters 4 & 5 as proposed herein to create a consistent set of laws regarding parking, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to add a chapter, specifically replacing Chapter 4 of Title 15, titled "Parking" as well as move the existing, with additions, Chapter 4 ("Enforcement") to the newly created Chapter 5 of Title 15; and

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 hereby adopts the following ordinance, as provided hereinafter, and a new Chapter 4 of Title 15 is inserted and added with the language as provided hereinafter, and the former Chapter 4 of Title 15 is moved, in its entirety, to the newly created Chapter 5 of Title 15.

Section 2. That Title 15, Chapter 4 is deleted in its entirety and replaced with the following language:

CHAPTER 4

PARKING

15-401. Application of Chapter Provisions. The provisions of this chapter prohibiting the standing or parking of a vehicle shall apply at all times, or at the times herein specified, or as indicated on official signs or pavement markings except when it is necessary to stop a vehicle to avoid conflict with other traffic, or in compliance with the directions of a police officer or traffic-control device.

15-402. Obstructing Traffic Prohibited.

(1) It is unlawful to leave any vehicle standing in any public street when such vehicle constitutes a hazard to public safety or an obstruction to the normal flow of traffic.

(2) Whenever any vehicle is standing or parked upon or beside a roadway, no person shall open any door of such vehicle on that side of the vehicle nearest the flow of traffic on such street, whenever the opening of such door shall constitute a hazard or obstruction to vehicles moving on the street in a lawful manner.

15-403. Stopping, Standing, or Parking – Prohibited Locations.

(1) No person shall stop, stand or park a vehicle:

- (a) On a sidewalk;*
- (b) Upon any median, buffer strip, planting strip or landscape strip located between a sidewalk and roadway;*
- (c) Within an intersection or within 25 [feet] thereof, except to this shall have no application to:
 - (i) Intersections at which the flow of traffic is controlled by either a traffic light (providing the customary red, yellow and green signals) or a stop sign;*
 - (ii) Designated parking spaces when properly signed and marked;**
- (d) On a crosswalk or between sidewalk pedestrian ramps;*
- (e) On any controlled-access highway;*
- (f) Alongside or opposite any street excavation or obstruction when other traffic would be obstructed.*
- (g) Upon any bridge or other elevated structure, underpass or within a street tunnel.*
- (h) On a path or crosswalk within any park.*

(2) No person shall stop, stand, or park a vehicle:

- (a) At any place where official signs or pavement markings prohibit stopping, standing, or parking;*
- (b) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;*
- (c) Within an alley except during the necessary and expeditious loading and unloading of merchandise or freight, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the normal flow of traffic.*
- (d) Without its right-hand wheels of the vehicle parallel to and within 18 inches of the right-hand curb;*
- (e) In front of a public or private driveway;*
- (f) Within 15 feet of a fire hydrant;*
- (g) Within 50 feet of a railroad crossing;*
- (h) In any area designated as a fire lane pursuant to the terms of the International Fire Code adopted and codified by the Town;*

(i) *In such a way as to obstruct access to any mailbox; or*

(j) *Within a Clear Sight Triangle, as established in Section 3.9.12 of the Land Development Ordinance.*

15-404. Angle Parking.

On those streets which have been signed or marked by the city for angle parking, no person shall park or stand a vehicle other than at the angle indicated by such signs or markings. No person shall angle park any vehicle or vehicle with a trailer attached thereto that blocks the normal flow of traffic.

15-405. Parking Within Bicycle Lanes Prohibited.

Motor vehicles shall not be parked, stopped or left standing in a bicycle lane except as otherwise designated by official signage.

15-406. Occupancy of More Than One Space.

No person shall park a vehicle in any designated parking space so that any part of such vehicle occupies more than one such space or protrudes beyond the official markings on the street or curb designating such space.

15-407. Disabled or Unlicensed Vehicles.

It shall be unlawful to leave any vehicle parked on any public way or place for more than 24 consecutive hours when such vehicle is not in running condition or does not have a current state license plate. Any vehicles parked in violation of this section shall be towed and stored at the expense of the owner.

15-408. Parking of Commercial Vehicles in Residential Zones Prohibited.

(1) *No person shall park any motor vehicle licensed and/or primarily used for commercial purposes, continuously for more than 15 days within a residential zoning district, on a public street.*

(2) *Emergency service vehicles and other service vehicles parked in residential districts, including moving vans and vehicles needed for construction purposes, shall be allowed so long as said vehicles are actively performing a service.*

15-409. Parking on Narrow Streets.

(1) *The Town Administrator, or his or her designee, is hereby authorized to erect signs indicating no parking upon any street when the width of the street or roadway does not exceed 20 feet, or upon one side of a street when the width of the roadway does not exceed 30 feet.*

(2) *Whenever official signs prohibiting parking are erected upon narrow streets as authorized by the Town Administrator, or his or her designee, no person shall park a vehicle upon any such street in violation of any such sign.*

15-410. Stopping, Standing, or Parking at Hazardous or Congested Places.

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When any unoccupied vehicle is found parked in violation of any provision of this chapter, there shall be a prima facie presumption that the registered owner of the vehicle is responsible for such illegal parking.

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ENFORCEMENT

15-501. Violation and Penalty. Any violation of this title shall be punishable by a civil penalty up to fifty dollars (\$50.00) for each separate offense, in addition to any other penalty provided herein.

15-502. Illegal Parking.

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by this Code, the officer finding such vehicle shall take its license number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a citation for the driver and/or owner to answer for the violation during the hours and at a place specified in the citation.

Section 5. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

Section 6. If any section or part of the 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 Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 7. This ordinance shall take effect upon the final reading and approval 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 _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney



MEMO

DATE: February 9, 2021

TO: BOMA

FROM: Micah Wood, AICP
Planning Director

SUBJECT: Item x: Amend the Zoning Map to Zone 4.45 acres for as part of an annexation approved by the BOMA to the Graystone Quarry SP zoning.

PROJECT DESCRIPTION

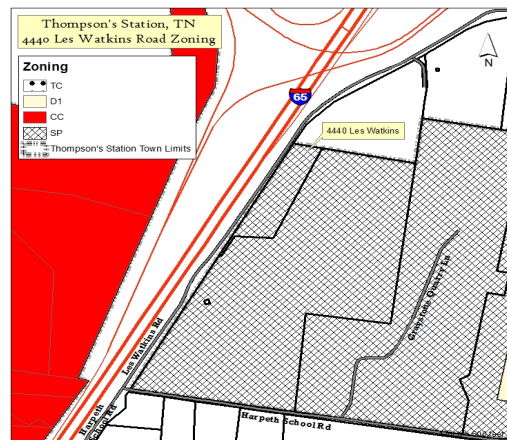
In June 2020, an Annexation and Plan of Services was approved to add the property at 4440 Les Watkins Road into the Town boundaries. Per the approved Plan of Services for this annexation, the zoning of the property was slated to occur after the certification of the annexation referendum:

1. Planning & Codes Services

...

2. All planning and zoning jurisdiction of the Town will extend to the annexed area on the effective date of annexation. *The appropriate zoning for the site shall be considered by the Planning Commission after the effective date of the annexation by referendum of this property* (i.e. certification by the Williamson County Election Commission thirty (30) days after the referendum vote).

Since the referendum has been certified by the County Election Commission, the Planning Commission may now recommend the appropriate zoning for this property. The parcel is part of the overall Graystone Quarry property.



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

PURPOSE OF A ZONING REZONING REQUEST

Changing the zoning of a particular parcel will allow the owner of the parcel to develop or use their property based on the corresponding use table within the Land Development Ordinance (Table 4.1 Land Use and Building Type).

ZONING

The subject site is currently un-zoned due to the annexation. It is located within the G1 – Controlled Growth sector of the General Plan. The property is bounded to the east by Les Watkins Road and State Route 840, north by residential uses located within Williamson County, to the west and south by vacant land zoned Specific Plan within the Town.

ANALYSIS

The subject property is a platted part of the overall Graystone Quarry development and is located along Les Watkins Road, east of Interstate 65. The site is predominantly vacant with a single family home on site. Since the parcel is part of the overall Graystone Quarry property, it is appropriate to expand the Graystone Quarry SP zoning to include this newly annexed parcel. Although this zoning district is not an option for a zoning map amendment in ordinary circumstances, since this parcel is combined with the larger Graystone development plan, the zoning of this parcel to SP would, in effect, cure the prospect of a newly created split-zoned tract. Split-zoned tracts or parcels are not a best practice for zoning purposes. Additionally, since there are no other zones in proximity and the interstate ROW bounds the western side of the property, extending the SP zone is recommended.

RECOMMENDATION

Staff recommends the Graystone Quarry SP zoning district be extended to zone this property.

ATTACHMENTS

Annexation Plan of Services
Ordinance 2020-013 Zone 4440 Les Watkins Rd

ORDINANCE NO. 2020-013

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE TOWN'S ZONING MAP BY ZONING 4.45 ACRES OF TERRITORY LOCATED AT 4440 LES WATKINS ROAD (BEING TAX MAP AND PARCEL 144-001.01) TO SPECIFIC PLAN (SP) AS SHOWN ON THE ATTACHED MAP

WHEREAS, the property has been annexed by referendum and a Plan of Services has been approved by the Board of Mayor and Aldermen (Resolution 2020-005) for the territory described herein and shown on the attached map;

WHEREAS, the property is part of the overall Graystone Quarry development, making an extension of the SP zoning a logical progression of that district, which is bounded by Les Watkins Road; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station has determined that the proposed zoning is consistent with the General Plan and will not have a deleterious effect on surrounding properties or the Town as a whole.

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 Zoning Map of the Town of Thompson's Station, Tennessee is hereby amended by zoning 4.45 acres of territory located at 4440 Les Watkins Road (being Tax Map and Parcel 144 - 001.01) to Specific Plan (SP) as shown on the attached map attached hereto as Exhibit A.

Section 2. 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 _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: **November 10, 2020**

Passed Second Reading: _____

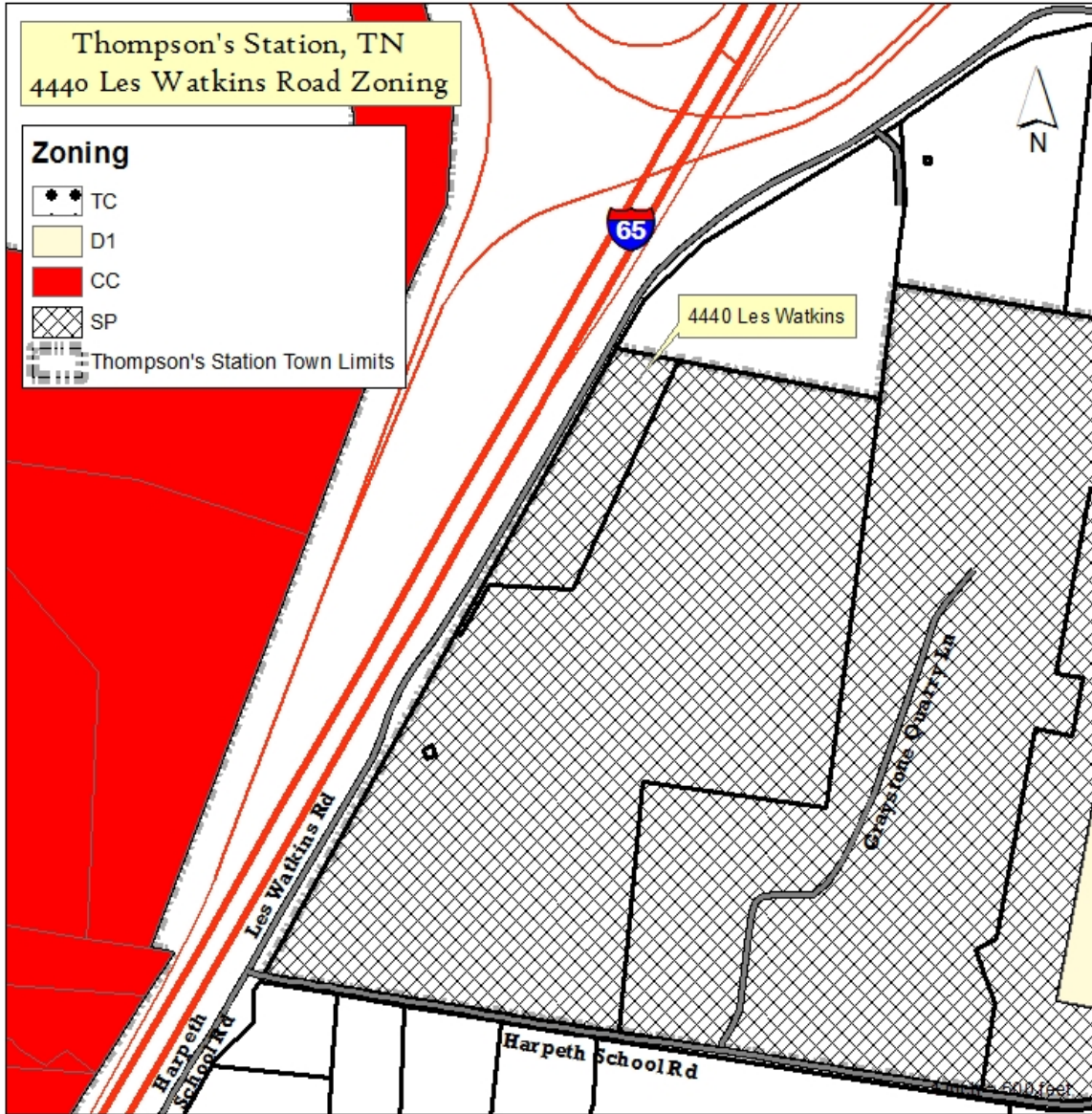
Submitted to Public Hearing on the ____ day of _____, 2020, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2020.

Recommended for approval by the Planning Commission on the 27TH day of October 2020.

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

Exhibit A



RESOLUTION NO. 2021-_____
A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE FOR USE THE RESERVATION OF WASTEWATER CAPACITY
AGREEMENT WITH THE TOWN OF THOMPSON'S STATION

WHEREAS, the Town of Thompson's Station (the "Town) adopted by Ordinance 2020-007, a policy and procedure for the reservation of wastewater capacity as Municipal Code 18-301 to 18-307; and

WHEREAS, the Utility Board and Staff for the Town of Thompson's Station have reviewed and recommended to the Board of Mayor and Alderman pursuant to the terms of Municipal Code 18-301 to 18-307, the adoption, approval and use of the *Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station*, attached hereto as Exhibit 1;

WHEREAS, as contemplated in Municipal Code 18-301 to 18-307, the *Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station*, attached hereto as Exhibit 1, is for the purpose of allowing developers or owners to reserve wastewater capacity, after application has been made, based on the conditions and terms of the Municipal Code and of the Agreement.

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

That the Town of Thompson's Station, Tennessee does adopt and approve for use the *Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station*, attached hereto as Exhibit 1, for the purpose of allowing developers or owners to reserve wastewater capacity based on the conditions and terms of the Municipal Code and of the Agreement.

That the Board of Mayor and Alderman do hereby approve, and the Mayor is authorized to sign the appropriate documents on behalf of the Town for this purpose.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

Corey Napier, Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the ____ day of _____, 20__ (hereinafter the "Effective Date"), by and between _____ / _____ with principal offices located at _____ / _____, (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Developer, _____ / Owner, _____ is the owner of real property located on _____ and _____ and identified as Williamson County tax map _____, parcel(s) _____. The property contains approximately _____ acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned _____ (_____).
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as _____, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated _____. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated _____, which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve

capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit “B”**.

7. This agreement is subject to compliance by the Developer/Owner to install necessary and required public improvements (hereinafter “Public Improvements”) the wastewater system necessary to accommodate the flow proposed by the development, as well as all other improvements designated herein, at no cost to the Town, as attached as **Exhibit C** hereto.
8. The Developer/Owner agrees to install and maintain private improvements and amenities, as applicable and as shown on the necessary project documents, including, but not limited to: private streets and alleys, fences, walls, lakes, common open space, open space amenities, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town, except as required by ordinance.
9. The Town agrees to reserve wastewater capacity for the Project subject to the Developer/Owner’s compliance with applicable Town rules and regulations and the conditions set forth herein, to include, but not be limited to, the Town’s Land Development Ordinance (LDO) and, further, the Town agrees to provide customary services to the Project in accordance with the Town’s rules and regulations after Final Acceptance, as defined herein and by Town policy.

II. GENERAL CONDITIONS

1. *Payment* – Where applicable, prior to the assignment by the Town to the Developer/Owner of the reservation of wastewater capacity, the Developer/Owner shall deliver to the Town the requisite payment pursuant to the terms and conditions as provided in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances.
2. *Approval of the Necessary Project Documents* - The Necessary Project Documents, which are attached hereto as **Collective Exhibit “A”** and incorporated herein by reference, shall be those required by the Town Staff, provided that the same are in compliance with Town rules and regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit “B”**.
3. *Construction*: - The Developer/Owner shall not carry on or permit construction activities under this Agreement at the Project location unless and until the Town has provided approval, pursuant to the terms and conditions herein and compliance by the Developer/Owner requirements, of **Collective Exhibit “A”**.
4. *Capacity Reservation*: - The Developer/Owner agrees, acknowledges, and accepts that the reservation of capacity is subject to the terms of the Engineer Letter of Findings (ELF) of which capacity may be dedicated permanently to the development provided:
 - a. All necessary water/sewer construction, as determined by the Town, has been completed, accepted, and dedicated to the Town of Thompson’s Station to accommodate the reservation of Wastewater capacity as provided in the Engineer Letter of Findings (ELF);

- b. All necessary construction submissions, as determined by the Town Staff , have been submitted by the Developer/Owner;
 - c. All required payments have been submitted by the Developer/Owner to the Town pursuant to Town code, ordinance and/or Land Development Ordinance (LDO);
 - d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.
 - e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.
5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.
6. *Developer/Owner's Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.
7. *Developer/Owner's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.
- a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
 - b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.
 - c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.
 - d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
 - e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.
8. *Duration of Reservation of Capacity* – The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance

and dedication of the Membrane Bioreactor pump system (MBR) or the regional treatment plant facilities and of other requirements as provided herein. Further, the Town and the Developer/Owner agree the duration of the reservation for the (1) one-year term and possible renewal, pursuant to the terms enumerated in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, shall toll and commence upon written notice to the Developer/Owner of the availability of such reserved wastewater capacity to the Developer/Owner. The purpose of this section is to clarify that the (1) one-year duration of the reservation of capacity shall start upon the written notice by the Town to the Developer/Owner of when such time period shall commence based on and subject to the provisions as provided herein. Such one year time period may be extended pursuant to the provisions as provided within the Ordinance/Code During the one (1) year reservation of capacity, the Developer/Owner shall be responsible for obtaining all required approvals of the Project by the Town relating to all development plans/documents, to include, but not limited to: annexations, rezonings, site plans, and/or plat approvals, detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, policies, applicable permits, applicable sureties, as well as Federal and State laws, which shall be referred to as the Town's Regulations. Upon the Developer/Owner obtaining approval by the Town as provided hereinabove of the Project relating to all Town Regulations, the Town shall allocate to the Developer/Owner/Owner the wastewater capacity that had been reserved for the Project. The Town shall grant such allocation of capacity for a period of (5) five years as to the use of the wastewater capacity by the Developer/Owner at which time the allocation shall terminate and revert to the Town, at no cost to the Town, unless within (6) six months of the expiration of the (5) five year term, the Developer/Owner makes application in writing and obtains approval by the Town, for an extension for a period of up to (3) three years as to the allocation as to the remaining wastewater capacity available for the Project. After the (3) three-year period has elapsed, the capacity shall revert to the Town, at no cost to the Town.

9. *Indemnity* - Developer/Owner shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer/Owner's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer/Owner, any subcontractor of the Developer/Owner, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer/Owner or subcontractor of the Developer/Owner. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer/Owner changing the volume or velocity of water leaving the Developer/Owner's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.
10. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.

- a. If the Developer/Owner has not corrected the violation identified in the NOV, then the Developer/Owner agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer/Owner shall reimburse the Town for all such expenses plus an additional reasonable administrative cost equal to twenty-five percent (25%) of such expense.
 - b. Prior to releasing any Security hereunder and as herein defined, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer/Owner.
 - c. The Town may issue a Stop Work Order (SWO) if the Developer/Owner does not promptly correct any deficiency or violation identified in the NOV in the reasonable time determined by the Town. The Developer/Owner agrees to comply with any SWO issued by the Town. If Developer/Owner fails to comply with a SWO, the Developer/Owner shall be responsible for all costs the Town incurs, including reasonable attorneys' fees, in seeking a restraining order or other injunctive relief or legal action to remedy any deficiency or violation.
11. *Ownership of Public Improvements* - The Developer/Owner shall be responsible for all Public Improvements required by the Town and the Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance of the Public Improvement(s) occurs in accordance with the LDO and Town policy.
12. *Relocation of Existing Improvements* - The Developer/Owner shall be responsible for the cost and liability of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site, along with the responsibility for obtaining necessary right-of-way (ROW) and/or easements for such infrastructure relocation, modification, and/or removal, at no cost to the Town.
13. *Right of Entry* - The Developer/Owner agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it, as determined by the Town in its sole and absolute discretion. The Developer/Owner will reimburse the Town for the costs incurred by the Town in making said repairs, plus an additional reasonable fee for administrative costs not to exceed twenty-five percent (25%).
14. *Safety* - The Developer/Owner shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site at all reasonable and necessary times.
15. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.
16. *Termination of Agreement* - This Agreement may be terminated by the Town if the Developer/Owner fails to comply fully with the terms and conditions of this Reservation Agreement.
- a. The Town will give the Developer/Owner/Owner sixty (60) days written notice of the intent of the Town to terminate the Reservation Agreement, stating the reasons for termination,

and giving the Developer/Owner a reasonable time to correct any failures in compliance, as determined by the Town.

- b. If after receiving a Notice of Termination of the Reservation Agreement by the Town, the Developer/Owner corrects the non-compliance within the time specified in the Notice of Termination, the Reservation Agreement shall remain in full force and effect.
- c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

If the Town terminates the Reservation Agreement, the Developer/Owner shall cease all work on the Project except as necessary to ensure the safety of all persons. The Developer/Owner/Owner (or a subsequent Developer/Owner) may apply to the Town for approval of a new Development Agreement, which approval shall not be withheld provided that all violations of this Agreement have been remedied.

17. *Transfers of Project Ownership* - Until all obligations of the Developer/Owner under this Reservation Agreement have been fully met and satisfied, the Developer/Owner agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a thirty (30) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee. Additionally, such transfer shall be subject to written approval by the Town as provided herein and no transfer shall be acknowledged and effective unless and until approved by the Town.

- a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.
- b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.
- c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.
- d. The Developer/Owner agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Reservation Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to

assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

18. *Developer/Owner Agreement, Building Permits and All Submissions and Approvals* – The Developer/Owner understands and agrees the intent of this Agreement is for the reservation of Wastewater capacity between the Town and the Developer/Owner and doesn't alleviate the Developer/Owner from pursuing all required submissions and approvals by the Town for the Project pursuant to the Town of Thompson's Station's Code, and LDO, to include, but not limited to, obtaining a Developer/Owner Agreement, Plat Approval, or Building Permit(s), along with all state and federal requirements, where applicable.

III. REQUIRED IMPROVEMENTS

The Developer/Owner agrees to pay the full cost of all the project improvements listed below, if applicable, to the Project.

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of _____ gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of _____gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

1. *Notices* - All notices, demands and requests required or permitted by this Reservation Agreement shall be in writing (including telecopy communications) and shall be sent by email, certified mail, or hand delivery. Any notice, demand or request which is mailed, hand delivered or sent by courier shall be deemed given for all purposes under this Reservation Agreement when delivered to the intended address.

TOWN

DEVELOPER

OWNER

Town of Thompson's Station
P. O Box 100
Thompson's Station, TN 37179

- 2. *Change of Address* - Any party to this Agreement may change such party's address for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.
- 3. *Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.
- 4. *Joinder of Owner* - If the Developer/Owner is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer/Owner.
- 5. *Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 6. *No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.
- 7. *Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.
- 8. *Authority to Execute* - Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing

such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR

Date: _____

Exhibit "A"
Necessary Project Documents

Exhibit "B"
Engineer's Letter of Findings (ELF)

Exhibit "C"
Public Improvements

	Vendor	Cost	
Lawm Mower - 72"	TriGreen Equipment	\$ 11,444.51	5 yr Life

Allocation of Equipment Cost:

Fixed Assets	General Fund	\$ 8,583.38	75%
Fixed Assets	Wastewater Fund	\$ 2,861.13	25%

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

Town of Thompson's Station Purchase Request Form

The Town of Thompson's Station requires all purchases between;

- \$0 - \$500 approval of Town Administrator
- \$500 - \$1,000 approved by Town Administrator with 2 verbal quotes
- \$1,000 - \$2,500 approved by Town Administrator with 2 verbal or written quotes
- \$2,500 - \$10,000 approved by Town Administrator AND Mayor with 2 written quotes
- Over \$10,000 approval by BOMA with sealed competitive bids (5 day newspaper notice)

Item: 72" MOWER Date: 1/25/21

Purpose: REPLACING THE OLDEST MOWER (FIRST MOWER TOWN BOUGHT)

Bids: (list in order of recommendation)

Company	Description	Amount
TRI GREEN OF FRANKLIN	STATE CONTRACT BID	11,444.51

Approved bid: 11,444.51 Budgeted item: (circle) Yes No

Requested by (print & sign) BRYAN KING

Purchasing Agent Signature: _____

Town Administrator Signature: _____ Mayor Signature: _____

Steps:

1. Attach documentation as needed.
2. Requestor signs the form
3. Town Administrator and Mayor(if necessary) signs the form
4. Forward all documents to Finance for issuance of Purchase Order(s).



JOHN DEERE

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- Shipping address
- Billing address
 - Vendor: John Deere Company
 - 2000 John Deere Run Cary,
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

For any questions, please contact:

Josh Lowery

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064

Tel: 615-794-8187

Fax: 615-794-1443

Email: joshlowery@trigreenequipment.com

The John Deere Government Sales Team



JOHN DEERE

TRIGREEN
EQUIPMENT



Quote Id: 23530135

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064
615-794-8187
bryanthompson@trigreen.com

22 January 2021

1550 THOMPSON STATION RD W
THOMPSONS STATION, TN 37179

Thank you for allowing TriGreen Equipment to quote your equipment needs. TriGreen is committed to providing affordable property solutions for the farm, home, and worksite.

John Deere quality and reliability is unsurpassed when backed by TriGreen sales, parts, and service support. To enhance your ownership experience TriGreen is proud to offer our exclusive Encore Performance Programs which allows you to prepay your annual maintenance, extend factory warranty, and help control total cost of ownership.

Thank you for the opportunity to be your equipment solutions provider.

Josh Lowery
615-794-8187
TriGreen Equipment LLC



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064
615-794-8187
bryanthompson@trigreen.com

Quote Summary

Prepared For:

Town Of Thompsons Station Tn
Brian King
1550 THOMPSON STATION RD W
THOMPSONS STATION, TN 37179
Business: 615-794-4333
Mobile: 615-504-0207
bking@thompsonsstation.com

Delivering Dealer:

TriGreen Equipment LLC
Josh Lowery
340 9th Avenue N
Franklin, TN 37064
Phone: 615-794-8187
joshlowery@trigreenequipment.com

Quote ID: 23530135
Created On: 22 January 2021
Last Modified On: 25 January 2021
Expiration Date: 26 February 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z960M ZTrak	\$ 14,863.00	\$ 11,444.51 X	1 =	\$ 11,444.51

Contract: Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)
Price Effective Date: January 21, 2021

Equipment Total **\$ 11,444.51**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 11,444.51
Trade In	
SubTotal	\$ 11,444.51
Total	\$ 11,444.51
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,444.51

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 23530135

Customer Name: TOWN OF THOMPSONS STATION TN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

TriGreen Equipment LLC
340 9th Avenue N
Franklin, TN 37064
615-794-8187
bryanthompson@trigreen.com

JOHN DEERE Z960M ZTrak

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 062117-DAC
(PG NB CG 70)

Price Effective Date: January 21, 2021

Suggested List *

\$ 14,863.00

Selling Price *

\$ 11,444.51

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2232TC	Z960M ZTrak	1	\$ 12,879.00	23.00	\$ 2,962.17	\$ 9,916.83	\$ 9,916.83
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	\$ 949.00	23.00	\$ 218.27	\$ 730.73	\$ 730.73
1506	72 In. Side Discharge Mower Deck	1	\$ 540.00	23.00	\$ 124.20	\$ 415.80	\$ 415.80
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 495.00	23.00	\$ 113.85	\$ 381.15	\$ 381.15
Standard Options Total			\$ 1,984.00		\$ 456.32	\$ 1,527.68	\$ 1,527.68
Total Selling Price			\$ 14,863.00		\$ 3,418.49	\$ 11,444.51	\$ 11,444.51

TriGreen Equipment Protection Program

COMPACT UTILITY TRACTOR - 10 YEAR LIMITED WARRANTY (Engine & Powertrain) SCHEDULE OF COVERAGE FORM

IMPORTANT NOTICE TO PURCHASER

The TriGreen Equipment Protection Program only applies to covered engine and powertrain components of Covered Equipment which is specifically described in the Schedule of Coverage below and is subject to the terms, conditions, and limitations set forth in the TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form. Throughout the TriGreen Equipment Protection Program, the terms "you" and "your" refer to the initial purchaser of the Covered Equipment from TriGreen Equipment. The terms "we," "us," and "our" refer to TriGreen Equipment, LLC (also referred to as "TriGreen Equipment"). Read the TriGreen Equipment Protection Program carefully. Your rights and remedies under the TriGreen Equipment Protection Program are limited as indicated below. The Coverage Term below may be terminated prior to expiration under the provisions of Section 6 of the TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form. If you are purchasing equipment that is normally used for personal, family or household purposes, the following will apply: where permitted by law, any implied warranty of merchantability or fitness for a particular purpose applicable to the covered equipment is limited in duration to the term of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The TriGreen Equipment Protection Program is not insurance. For questions and inquiries, please contact your local TriGreen Equipment location.

Purchaser Information

Name:
Address:
City, State, Zip:
Email Address:

Dealership Information

Name:
Address:
City, State, Zip:
Phone:

Covered Equipment

Model#:
Serial Number:
Engine Hours at Delivery:
Delivery Date:

Plan Information

Deductible After Factory Warranty Expires: \$200.00
Compact and Utility Tractor Series:
10 Years or 2000 Engine Hours, whichever comes first

Engine and Powertrain Limited Warranty Summary of Terms (see the Limited Warranty Coverage Form below for additional terms and conditions)

- A. This limited warranty covers the Covered Equipment for the expected natural life of the product, which is defined in Section 1(a) of the included TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form.
- B. For each covered event under the TriGreen Equipment Protection Program you will be required to pay a \$200 deductible after the expiration of the factory warranty.
- C. You must pay our standard trip charges or related cost for service calls to perform covered repairs or replacements during the Coverage Term, as well as any costs relating to the transportation of the Covered Equipment to and from any TriGreen Equipment location.
- D. Annual maintenance service must be provided by TriGreen Equipment during the Coverage Term. Annual maintenance service must be performed during our Winter offseason time period, defined as between November 1st and February 28th.
- E. Warranty is for residential customers only.
- F. To Obtain Warranty Service: You must take the Covered Equipment, proof of original retail purchase date, and proof of annual maintenance by TriGreen Equipment, to a TriGreen Equipment location during normal business hours and ask for the Service Department.

Customer Signature

Date

Authorized Signature

Date

Use of Information/Privacy Consent: Personal information obtained in connection with this TriGreen Equipment Protection Program is being collected, used and disclosed in accordance with the privacy policy of TriGreen Equipment. Such personal information will be used for the purpose of fulfilling the terms of the TriGreen Equipment Protection Program and may be used to provide Purchaser with additional marketing and promotional information about TriGreen Equipment and its products and services.



TRIGREEN EQUIPMENT LIMITED WARRANTY (ENGINE & POWERTRAIN) COVERAGE FORM

1. **COVERAGE:** Subject to the terms and conditions of the TriGreen Equipment Protection Program, we will repair or replace, at our option, COVERED COMPONENTS (as defined below) of Covered Equipment described in the Schedule of Coverage that are defective in material or workmanship. For the TriGreen Equipment Protection Program to apply, the repair or replacement of Covered Components must be performed by an authorized TriGreen Equipment employee. Such repair or replacement will be made without charge to you except as described in Section 8 <DEDUCTIBLE) and any additional charges for service calls or transportation as set forth in the TriGreen Equipment Protection Program. The TriGreen Equipment Protection Program is not effective unless and until the TriGreen Equipment Protection Program document has been signed by you and an authorized representative of TriGreen Equipment.
 - a. The expected natural life of the product is defined as 10 years or 2,000 engine hours, whichever comes first (the "Coverage Term"). The Coverage Term will begin on the Delivery Date and Engine Hours identified on the Schedule of Coverage.
2. **COVERED COMPONENTS:** The TriGreen Equipment Protection Program only applies to covered engine and powertrain components of Covered Equipment. Covered Components mean only the factory installed or genuine manufacturer replacements listed below, as well as related components that perform a similar function:
 - a. Engine Components means the cylinder block, head, rocker arm cover, oil pan, timing gear covers, and all parts contained inside any one of these components. Covered engine components also means the fuel injection pump and injectors, electronic fuel injection controller, electronic unit injectors, turbo charger, flywheel, water pump, intake and exhaust manifolds attached to the cylinder head, oil coolers mounted directly to the engine, crankshaft torsional damper, and starter.
 - b. Powertrain Components means the transmission case: clutch, differential, ring gear, pinion, and axle housings: final drive housings (inboard and outboard): mechanical front wheel drive clutch housing: pump drive, power take off clutch, and powertrain housings: and all parts contained inside any one of these components (except seals on external shafts, dry clutch parts and steering cylinders). Covered powertrain components also means input and output shafts, transmission control valves (including solenoid shift valves), electronic transmission controllers, drivelines and U-joints, transmission charge and lubrication pumps, and driveline torsional damper.
3. **NOT COVERED COMPONENTS:** Engine and powertrain components that are Not Covered Components, include, but are not limited to, the following:
 - a. Engine Components Not Covered include external pipes and hoses (such as, but not limited to, turbo charger, oil line, injector pump lines, and air intake hoses and clamps), variable speed fan drive, viscous fan drive, or fan and accessory drive belts, accessory mounting brackets, accessories, after-coolers, fuel transfer pumps, and normal wear parts such as seals. Other electronic controls (such as but not limited to hand and foot throttle, internal cab controllers, etc.) are also not covered.
 - b. Powertrain Components Not Covered include seals on external shafts, dry clutch parts, steering cylinders, external linkages, pipes and hoses: rims, tires, and tubes: and components mounted to but not functionally part of the drive train, including but not limited to rockshaft parts, mounting brackets, and cylinders. Other powertrain components that are Not Covered Components also include the main hydraulic pump, reverser lever, three-point hitch controller, and suspension components and systems, such as, but not limited to systems for axles, cabs and tracks.
4. **COVERAGE LIMITATIONS:**
 - a. The following are not included in and not covered by the TriGreen Equipment Protection Program unless required to be covered by Law:
 - i. Overtime labor charged in excess of our normal labor rate:
 - ii. Charges for service calls or for transportation or storage of the Covered Equipment:
 - iii. Depreciation, damage or failure caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, or lack of proper protection during storage:
 - iv. Loss or damage due to theft, vandalism or riot, the elements, fire, explosion, chemicals or salt, or collision or other accidents:
 - v. Subject to the items that are included in the annual maintenance plan terms of the TriGreen Equipment Protection Program normal maintenance and replacement of maintenance items (including the cleaning or replacement of particulate filters), wear items (such as, but not limited to brake and clutch components), or consumables: and
 - vi. Any defect in a non-covered component or damage to or failure of a Covered Component caused by a defect in a noncovered component.
 - b. The following are not included in and are not covered by the TriGreen Equipment Protection Program:
 - i. Failures covered under any other warranty, product improvement program or product recall, other service agreement, or insurance, including, without limitation, any warranty issued by the manufacturer of the Covered Equipment:
 - ii. Failures occurring while the Covered Equipment is being used for any illegal purpose:
 - iii. Costs incurred for discretionary retrofitting of current design components on older Covered Equipment or reconditioning of the Covered Equipment or its components:
 - iv. Expenses associated with any repair required or provided for by any regulation or order of a court or regulatory agency, or by consent decree or settlement:
 - v. Damage to other property or injury to any person:
 - vi. Any indirect or consequential damage or injuries, including but not limited to loss of crops or profits, rental charges for substitute equipment, or other loss of income, or loss of use: NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you:



- vi. Failure of the Covered Equipment to meet any federal, state, provincial, or local emission requirements unless this failure is the result of the failure of a Covered Component;
 - vii. The cost of cleanup or damages for any liability resulting from the escape, release, or discharge of any pollutants or waste, and;
 - ix. Any other cost, damage, event or other circumstance that is not specifically covered pursuant to Section 1 (COVERAGE) above.
5. **WHEN COVERAGE APPLIES:** The TriGreen Equipment Protection Program will apply during the Coverage Term indicated in the Schedule of Coverage selected unless one of the events described in Section 6 below occurs, in which case, plan coverage will terminate immediately.
6. **TERMINATION OF COVERAGE:** The TriGreen Equipment Protection Program will terminate immediately when any of the following occur:
- a. The Coverage Term has expired;
 - b. The Covered Equipment's engine hour meter stops working or has been tampered with, or is otherwise rendered inaccurate or inoperable (we may waive this provision, in writing, upon repair or replacement of the engine hour meter if actual hours can be verified);
 - c. The Covered Equipment is modified or altered in ways not in accordance or compliance with factory specifications;
 - d. Service or repair, affecting the Covered Components, other than normal maintenance and/or replacement of service items, is performed by someone other than TriGreen Equipment;
 - e. The Covered Equipment is moved to a location outside TriGreen Equipment's Area of Responsibility as defined by John Deere;
 - f. The manufacturer's warranty is terminated or voided prior to the original expiration date for any reason; or
 - g. The Covered Equipment is sold or otherwise transferred to a new owner or after the Covered Equipment is first leased or rented by you to any third party;
 - h. The Covered Equipment is used for commercial purposes:
Annual maintenance is not performed on the Covered Equipment by a TriGreen Equipment technician during the
7. **MAXIMUM RECOVERY:** Our cumulative liability over the Coverage Term for covered repairs or replacements of Covered Components shall not exceed your purchase price for the Covered Equipment.
8. **DEDUCTIBLE:** For each covered repair event under the TriGreen Equipment Protection Program, you must first pay the Deductible, indicated in the Schedule of Coverage, for the parts and labor charges for that repair. Once a deductible has been paid for a covered repair event, subsequent work, performed under the TriGreen Equipment Protection Program, and required due to failure of the original repair by TriGreen Equipment, will not be subject to additional deductibles. A covered repair event will include all covered parts and labor charges included under a single work order.
9. **MAINTENANCE OF COVERED EQUIPMENT AND RECORDS:** You must properly maintain the Covered Equipment and, at your expense, perform scheduled maintenance in accordance with the Operators Manual for the Covered Equipment. You must maintain records of all scheduled maintenance, repair, or service work completed and must present these records to us, upon our request, to verify compliance with this condition. The equipment must be serviced and inspected annually by TriGreen Equipment.
10. **ASSIGNMENT:** Your interest in the TriGreen Equipment Protection Program cannot be assigned. Subject to the Coverage Term, the TriGreen Equipment Protection Program will apply only to the Covered Equipment described in the Schedule of Coverage while you are the owner of the Covered Equipment and have not leased or rented the Covered Equipment to a third party. If you sell the Covered Equipment to a new owner, any remaining coverage under the TriGreen Equipment Protection Program will not apply to the subsequent purchaser.
11. **COSTS:** You acknowledge and understand that you did not pay any additional consideration for the TriGreen Equipment Protection Program and that it was offered as a standard feature in connection with your purchase of the Covered Equipment from TriGreen Equipment. If you sell the Covered Equipment prior to the expiration of the TriGreen Equipment Protection Program, any remaining coverage will not be transferred to the new owner.
12. **CHANGES:** The TriGreen Equipment Protection Program contains all your rights and responsibilities for coverage to apply. The terms, conditions, or limitations of this TriGreen Equipment Protection Program can only be amended or changed if approved in writing by the management team of TriGreen Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



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

Town of Thompson's Station Purchase Request Form

The Town of Thompson's Station requires all purchases between;

- \$0 - \$500 approval of Town Administrator
- \$500 - \$1,000 approved by Town Administrator with 2 verbal quotes
- \$1,000 - \$2,500 approved by Town Administrator with 2 verbal or written quotes
- \$2,500 - \$10,000 approved by Town Administrator AND Mayor with 2 written quotes
- Over \$10,000 approval by BOMA with sealed competitive bids (5 day newspaper notice)

Item: (BOBCAT)WOOD CHIPPER Date: 1/25/21

Purpose: TO HELP BRUSH,LIMB PILING ,RIGHT-OF-WAY MAINT.,AND EASIER TO TRANSPORT

Bids: (list in order of recommendation)

Company	Description	Amount
BOBCAT OF NASHVILLE	STATE BID	40,950.80

Approved bid: 40,950.80

Budgeted item: (circle) Yes No

Requested by (print & sign) BRYAN KING

Purchasing Agent Signature: _____

Town Administrator Signature: _____ Mayor Signature: _____

Steps:

1. Attach documentation as needed.
2. Requestor signs the form
3. Town Administrator and Mayor(if necessary) signs the form
4. Forward all documents to Finance for issuance of Purchase Order(s).



Bobcat
of St. Louis

Bobcat of Nashville
149 Industrial Blvd
La Vergne, TN 37086
USA
615-967-7745 (Phone)

QUOTATION

Quotation #:	Quote Created:	Last Updated:	Salesperson:
120733	01/25/21 11:12 am by Bobcat of Nashville	01/25/21 11:59 am by Dawn Cook	TJ Gaia

CUSTOMER:

Town of Thompson's Station
4625 Thompson's Ridge Road
Thompsons Station, Tennessee 37179
United States
6159684315 (Phone)
Bryan King (Contact)

INTIMIDATOR 12XP (12" DRUM STYLE) BRUSH BANDIT

Qty	Part #:	Description:
1	MODEL-12XP	Intimidator 12XP - (12" Drum Style) Brush Bandit

STANDARD EQUIPMENT

1	STANDARD	24" diameter x 18 3/4" wide chipper drum with (4) 5/8" x 5 1/2" x 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	Patented 'power slot' assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	STANDARD	25 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 7 1/2" diameter x 16 3/8" wide, driven by (2) 15.9 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel (controlled via a handle located on either side of the infeed hopper)
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge
1	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Control bar - located around top and sides of infeed hopper with 3 control positions (forward / neutral / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	3/16" x 2" x 4" rectangular tubing with a 1/4" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)

1	STANDARD	Pressure check kit - Gauge is NOT included
1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	STANDARD	Spanish & English combination safety decals

OPTIONS

Qty	Part #:	Description:
1	333-23662	Standard Imron Industrial Urethane Alert Orange
1	990-RC1512-094	PSI 4.3L, 145 horsepower gas engine without clutch (Includes 3 year / 3,500 hour engine warranty and spark arrestor muffler)
1	980-6000-40	Murphy PV380 panel with reversing auto feed for PSI 145 horsepower gas engines (Includes 1,000 CCA battery with box) - Panel is mounted on engine shroud with no cover
1	700-1000-12	NACD Spring Loaded Clutch
1	990-1017-54	Standard frame and drive system included in base price
1	990-100447	Single 7,000 pound Torflex EZ lube electric brake axle
1	990-1017-29	(2) ST235/80R 16" tires mounted on 8-bolt white spoke rims (Tire is approximately 9.43" wide, tire capacity is 3,520 pounds each) (7,000 pound axles only)
1	990-100415	Aluminum bolt on fenders (Approximately 1/8" thick)
1	990-100274	2-1/2" Wallace Forge Pintle Hitch
1	OPTION-905-5000-09	Clean out and inspection door on transition.
1	OPTION-905-5001-32	12" Longer Stationary Tongue (total tongue length from end of frame is 46 3/4")
1	911-1000-08	Lockable aluminum tool box

CUSTOMER TOTALS

Total Unit Price:		\$ 46535.00
Customer Discount:	12.0000 %	- \$ 5584.20
Customer Net Unit Price:		\$ 40950.80
Customer Total:		\$ 40950.80

COMMENTS

wo 69569 By Dawn Cook on 08/11/2020 12:59 PM

By Dawn Cook on 01/25/2021 11:59 AM

Effective: Sourcewell Contract #062117-BAN (1/18/2021)

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X _____
Signature **Date**



DATE: February 9, 2021

TO: BOMA

FROM: Micah Wood, AICP
Planning Director

SUBJECT: Item 6 a – Ordinance 2021-004 – Land Development Ordinance Cleanup & Clarification Amendment

Town Staff has flagged several items that require minor revisions to the LDO to provide clarification on certain standards and the cleanup of other areas within the LDO.

These amendments are offered without a workshop since they are not designed to provide any significant policy changes or shifts in process; rather, these are meant to clarify inconsistencies, eliminate conflicting standards, and to ensure that the LDO processes work in a more efficient manner for all users of the LDO.

Staff is working with BOMA and Planning Commission to discuss other changes to the LDO process, including revisions to the Transect development approval process, landscaping and tree preservation, design standards, and traffic impact study requirements, among other items that may be raised by Planning Commissioners and BOMA members.

Brief summary of proposed clean up amendments:

- Article 1 amendments includes: clarification of TCA sections; clarification of O2 Rural Open Space Sector description; & clean up definitions related to MTP
- Article 2 amendments includes: clarification of Sector Plan Map description & amendment process; clarification of Hamlet & Village Open Space minimum standards
- Article 3 amendments includes: Revise 6 month FP recordation to 1 year; clean up & strengthen Tree Protection process; clarify open space dedication provisions; include MTP within Sub Regs standards; add new section to cover addressing & mailbox requirements from USPS
- Article 4 amendments includes: adding MTP refs within zoning regs; clarify & clean up the use classification process; clarify the Home Occupation process; clean up use conflict for wireless communication facilities; clarify setbacks for accessory structures & driveways; clarify locations for loading docks; clarify SF residential standards for garages; clarify design requirements for MF residential; clarify Residentials Business permit submittal process; clarify that automotive service or wash bays shall not open onto a public ROW; clean up conflicts for wireless communications facilities; clarify master sign plan process & PC sign review process.
- Article 5 amendments includes: clarify the minor subdivision review process; clean up the Concept Plan submittal process; clarify the Sector Map amendment process.

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

Staff recommends BOMA approve Ordinance 2021-004

Attachments
Ordinance 2021-004
Exhibit A

ORDINANCE NO. 2021-004

AN ORDINANCE OF THE TOWN OF THOMPSON’S STATION, TENNESSEE TO AMEND, BY CLEAN UP AND CLARIFICATION, CERTAIN PROVISIONS OF THE LAND DEVELOPMENT ORDINANCE

WHEREAS, Town Staff and the Planning Commission is recommending changes certain provisions of the Town’s Land Development Ordinance (“LDO”) to amend various sections throughout the LDO in order to clean up and clarify various standards, regulations, and requirements; and

WHEREAS, the Planning Commission has reviewed these proposed changes and has recommended that the Board of Mayor and Aldermen adopt the amendments to the 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 Town 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, makes 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 with the date of BOMA approval and said document shall constitute the Zoning Ordinance and Subdivisions Regulations 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 _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the _____, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2021.

Recommended for approval by the Planning Commission on _____, 2021.

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

EXHIBIT “A”

Words noted with a ~~strikethrough~~ are to be deleted and words in **red text** includes new language to be added.

Throughout the LDO

Strike the word “~~principal~~” and replace with the word “**principle**”

Section 1.1.1 Authority and Applicability- revise TCA tile citation

1.1.1 Authority. The action of the Town of Thompson’s Station, Tennessee in the adoption of this Land Development Ordinance (LDO) is authorized under the laws of the State of Tennessee, including Title 13 **and as later amended**, §§13-7-201. et seq.

Section 1.2.5 Sectors- clarify section title & O2 section policy

1.2.5 Sectors Established

...

c. The O2 Rural Open Space Sector (O2) should consist of lands of rural character, including hamlets, in which development should be limited to that which will not overburden resources or natural systems, **which are designed in harmony with the natural environment and in accordance with infrastructure availability.**

Section 1.3 Definitions- revise terms/definitions for clarity

Delete the following terms and definitions:

~~**A-grid:** cumulatively, those thoroughfares that by virtue of their pre-existing pedestrian-supportive qualities, or their future importance to pedestrian connectivity, are held to the highest standards prescribed by this Code. See B-grid.~~

~~**B-Grid:** cumulatively, those thoroughfares that by virtue of their use, location, or absence of pre-existing pedestrian-supportive qualities, may meet a standard lower than that of the A-Grid. See A-Grid.~~

Add the following term and definition:

Major Thoroughfare Plan: The Town’s adopted transportation plan that provides guidance and policy to the community, property owner, Town Staff, the Planning Commission, and the Board of Mayor and Aldermen. The Major Thoroughfare Plan (MTP) also contains the functional classification(s) of streets within the Town, which are referenced in various LDO standards.

Section 2.1 Sector Plan Adopted- clarify Sector Plan Map policy & reference the amendment process for the Sector Map

2.1 Sectors Plan Adopted

~~The Board has adopted the Sector Plan in support of the General Plan. The Sector Plan prescribes the community types that are permitted in each growth sector. See Table 2.1 Community Types Permitted in Sectors.~~

The Sector Plan Map reflects the policy promulgated under the General Plan. The Sector Plan Map establishes the permitted community types within each Sector throughout the Town. See Table 2.1. which outlines the permitted Community Type with each Sector. Any amendment to any Sector, as shown on the Sector Plan Map, shall follow the provisions of Section 5.3.4.

Section 2.2 Community Types- clarify community types & sectors

2.2 Sectors Plan Adopted

The community types support §1.2 Intent, by regulating community types as uses permitted ~~within certain locations~~ within designated Sectors, as depicted on the Sector Plan Map. These community types are regulated by size, use, and intensity suitable for allocation to Sectors and site conditions within the Town.

Section 2.2.4 Mixed Use Community Types, Design- clarify the section title

~~2.2.4 Mixed Use Community Types, Design~~ Mixed Use: Hamlets, Villages, and Centers

Section 2.2.5 Hamlets- remove dripfields from open space & refine configuration requirements

2.2.5 Hamlet

...

- d. A minimum of 60% of the area of the hamlet shall be permanently set aside as the hamlet's "undeveloped portion," and the balance shall be its "developed portion." The undeveloped portion shall be exclusively for agricultural use or any uses permitted in the T1 or T2 zoning districts. ~~This area may also be used for wastewater drip fields.~~
- e. The undeveloped portion shall separate the developed portion from adjacent developed land. The undeveloped portion shall either be configured as contiguous area or shall be configured in groupings (these groupings shall not be small remainder areas and shall be large enough to meet the intent of this community type as reflected herein).

Section 2.2.6 Village- remove dripfields from open space

- d. A minimum of 40% of the area of the village shall be permanently set aside as the village's "undeveloped portion," and the balance shall be its "developed portion." The undeveloped portion shall be exclusively for agricultural use or any uses permitted in the T1 or T2 zoning districts. This area may also be used for wastewater drip fields.
- e. The undeveloped portion shall separate the developed portion from adjacent developed land. The undeveloped portion shall either be configured as contiguous area or shall be configured in groupings (these groupings shall not be small remainder areas and shall be large enough to meet the intent of this community type as reflected herein).

Section 3.1.4 Filing of Previously Approved Plats- revise timeline for recordation with County

All previously approved final plats shall be filed with the county register's office within six (6) months following adoption of these subdivision regulations. In the event the owner fails to file a plat within the time period stipulated herein the approval shall become void and no building permit shall be issued for any lot located therein until action is taken to reinstate the plat. All final plats approved under these regulations shall be filed with the county register's office within ~~six (6) months~~ **one year** following final **plat** approval.

Section 3.3.14 Tree Protection- add language to clarify this is required as part of preliminary plat or site plan.

Tree Protection

- a. The resource inventory map must identify all non-invasive trees of 18 inches in caliper and greater measured at 4½ feet above the natural grade of the tree. All clusters of trees and tree rows must also be identified on the inventory map. Removal of mature, indigenous trees in healthy condition is discouraged. During the preliminary plat **or site plan** process, trees that are proposed for removal shall require tree removal approval from the Planning Commission for all trees 18 inches in caliper and greater and replacement trees shall be required at a 1.5:1 ratio for each inch removed. Replacement or relocated trees must be planted on site or Planning Commission approval is required for an off-site location.
- b. Approval of removal of trees shall be considered through the preliminary plat **or site plan** process. A ~~licensed arborist or other~~ licensed professional shall prepare a protection plan and **a** mitigation and/or replacement of removed trees **plan**. The protection plan shall include a tree inventory which shall document all trees that are 18 inches or greater in diameter that are indigenous to the region.
- c. Trees that are designated to remain shall be subject to the following requirements to minimize disturbance to the tree:
 - i. All trees that will remain on site shall have protective **chain-link** fencing ~~installed~~ **be installed** around the dripline of the tree to protect the root system ~~for~~ **of** the tree.
 - ...
 - ...
- e. **Failure to comply with the above Tree Protection standards shall result in a Stop Work Order being issued and may result in the cancellation of all permits for the development site.**
- f. **In the event on site or approved off-site replacement of trees is not feasible, application may be made to the Planning Commission to request a fee-in-lieu agreement, wherein 120% of the cost of the replacement shall be made to the Town. The Planning Commission may deny any such application in its absolute and sole discretion.**

Section 3.5.1 Civic and Open Space Standards

3.5.1 Civic spaces shall be assigned to each pedestrian shed. The minimum and maximum percentage of land to be ~~dedicated and deeded~~ **provided** as land in civic space is shown in Table 2.3 Community Types, Areas and Civic Space Civic spaces shall be assigned per Table 4.1 Land Use and Building Type, and shall be designed per Table 3.1 Civic Space Types to conform to their zoning district, and to the following: ...

Section 3.7 Access

3.7.1 Access to Lots

The Planning Commission may require that lots shall not derive access from major thoroughfares pursuant to the General Plan **and the Major Thoroughfare Plan**. Where driveway access from such public ways may be necessary for several adjoining lots, the commission may require that the lots be served by a combined access drive, alley, or rear lane in order to limit possible traffic hazards. Driveways shall be designed and arranged so as to avoid requiring vehicles to back onto arterial or collector streets.

Section 3.9.1 Thoroughfares- clarify this policy is derived from the MTP

3.9.1 Thoroughfare assemblies shall be designed according to this subsection. Thoroughfares shall be designed per the character of their context to implement §1.2 Intent. The Thompson's Station Comprehensive Plan defines types of communities in the region relative to their community character **and the Town's throughfare network is established in the Major Thoroughfare Plan**.

Table 3.10 Design Speed- revise note

*As determined by the ~~Major Road and Street Plan~~ **Major Thoroughfare Plan**

Add New Section 3.15 Addressing and Mailboxes- add new section to cover addressing & new USPS requirements for mailboxes

13.5 Addressing and Mailboxes

All addressing (include approval of subdivision and street names) shall be done per the Williamson County Emergency Management Agency's rules, regulations, and standards.

All mailbox types and locations shall be per the *USPS National Delivery Planning Standards*. Each final plat shall contain the following standards note: "All mailbox types and locations meet the requirements and standards of the United States Postal Service."

Section 4.3.1 Special Requirements- clarify section & revise to reference MTP

4.3.1 A concept plan may designate any of the following special requirements to be applied according to the standards of this article. These restrictions are applied to the plat by the applicant, and shall be applied as follows:

- a. A differentiation of the thoroughfares as ~~a grid and b grid~~ **per the Major Thoroughfare Plan**. Frontages located more than 100’ ~~from the a grid~~ can be considered for private frontage exceptions by the Town Planner. The **local street** frontages ~~assigned to the b grid~~ shall not exceed 30% of the total length of frontages within a pedestrian shed.

Section 4.5.1 General to all zone- clarify classification of uses

4.5.1 General to all zones:

- a. Lot use and building type is limited according to Table 4.1, Table 4.2, Table 4.3 and Table 4.4. Any use not listed may be ~~considered~~ **classified as** a permitted use under the broad categories of residential, lodging, office, retail, service, institutional, agriculture, automotive, civil support, education, and industrial by the ~~Planning Commission~~ **Town Planner**. **After classification of the use by the Town Planner, a text amendment reflecting the newly classified use shall be sent to Planning Commission for recommendation onto BOMA.**

Section 4.5.1 Lot Use Restrictions- clarify home occupation requirements

4.5.1 General to all zones:

...

- b. Home occupations in compliance with ~~Table 4.1, Table 4.2, and Table 4.4~~ shall be permitted ~~in all zoning districts pursuant to the restrictions of Table 4.5 Building Intensity~~ **Section 4.11.2.**

Table 4.4 O2, G1, G2 Use Zones Land Use- remove cell towers from CC zones

Table 4.4 O2, G1, G2 USE ZONES LAND USE								
USE	D1	D2	D3	NC	CC	IL	IM	
INSTITUTIONAL								
Wireless communications facility					P	P	P	

Section 4.6.6 Accessory Structures- add that accessory structures shall be at least 10 ft from other structures

Rear setbacks for accessory buildings shall be a minimum of 5 feet measured from the property line. In the absence of rear alley or rear lane, the rear setback shall be as shown in Table 4.6 through Table 4.16. **All accessory structures shall be at least 10 feet from any other structure.**

Residential Zoning District Lot Standard Tables 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12- Revise “Access Drive Width to setback” with standard driveway setback language.

Access Drive Width to setback ~~_____~~ 20 ft. max.

Driveway(s) shall be 10 feet from any property line.

Section 4.8.4 Loading Dock locations- clarify to prohibit loading docks in front yards.

Loading docks and service areas up to a combined width of 30 feet may be incorporated into frontages as follows:

...

- c. Loading docks and service areas shall **not** be permitted ~~on b-grid frontages and shall not be permitted on or within 100 feet of an a-grid frontage~~ **within a front yard.**

Section 4.9.7 Regulations General to IL and IM zones- remove erroneous reference to airports

Regulations General to the IL, and IM zones. The IL, and IM zones are primarily for light and medium industry, respectively. (1) The two zones differ in their uses permitted, which are listed separately in Table 5.1. Land Use Classification Matrix (2) Setbacks for loading facilities from railroad tracks ~~or airport taxiways~~ may be reduced to 0 feet.

Section 4.10.1 Regulations General to IL and IM zones- remove erroneous reference to airports

4.10.1 Single-Family Residential Standards

...

- c. All single-family residences in subdivisions that receive preliminary plat approval, **and all single lot site plans for single family residences,** ~~after the effective date of the ordinance amending this subsection¹~~ shall have a two (2) car (or larger) garage with minimum interior dimensions of 22 feet by 22 **area of 484 square** feet. This minimum interior area of the garage shall be free and clear of permanent obstructions, fixtures, or appliances, such as water heaters, washer/ dryer hook up areas, stairs, etc. ~~In addition, all single lot site plans for single family residences submitted after the effective date of this ordinance shall also have a two (2) car (or larger) garage with minimum interior dimensions of 22 feet by 22 feet.~~ All front-loaded garages shall be recessed from the front facade a minimum of **two (2)** feet. ~~Existing single family residences including any residences in subdivisions that have received construction plan approval prior to the effective date of the ordinance amending this subsection are exempt from this standard.~~ Detached garages and carports shall be located ~~toward~~ **on** the side or rear of the residence beyond the front wall plane of the residence. All driveways shall be a minimum of 20 feet in length, exclusive of sidewalks.

Section 4.10.3 Multi-family Residential Standards- clarify design standards

4.10.3 Multi-family Residential Standards

...

- c. Construction shall incorporate a combination of masonry, fiber cement siding (ex Hardiplank), and/or brick.

Section 4.11.3 Residential Business- clarify submittal requirements

4.11.3 Residential Business

...

- ii. Residential businesses shall be subject to review and approval by the Planning Commission. The application must include the following information:

...

- b) ~~Ten (10) copies of~~ A detailed site plan showing the location of all proposed business activities on the project site in a format determined by Town Staff.
- c) ~~Ten (10) copies of~~ Detailed building elevations (for all new construction) in a format determined by Town Staff.

Section 4.11.5 Automotive Uses

4.11.5 Automotive Uses

...

- m. Car washes and other automotive use shall be oriented so that any wash bays or service bays shall not open onto a public ROW.

Section 4.11.7 Wireless Communications Facilities- clarify cell tower permitted use locations

4.11.7 Wireless Communications Facilities

...

- b. Permitted Locations: WCTs are shall only be permitted within the IM zoning district subject to these standards; however, the placement of such towers shall be done in areas and specific locations to minimize the visual impact of WCTs is strongly encouraged.

Section 4.17.2 General Provisions- clarify master sign process and PC review of signs

4.17.2 General Provisions

...

- c. Design, construction and maintenance of signs. All signs shall be designed, constructed and maintained in accordance with the follow standards:

...

- vi. Master Sign Plan Approval. ~~All new developments requiring subdivision plat or site plan approval shall submit a master sign plan for approval prior to construction~~ All site plans that contain more than 75,000 square feet and any preliminary plat shall submit a master sign plan. The master sign plan shall include a site plan showing the location of all proposed signs on the project site in relation to all existing and

proposed buildings and structures. Scaled drawings showing the proposed design for all signs, including any proposed lighting for such signs. All signs within a development shall be compatible in design quality. The Master Sign Plan shall be reviewed by the Planning Commission in conjunction with the proposed subdivision plat or site plan.

- vii. ~~Design~~ Review Approval. All ~~nonresidential signs~~, multi-family signs and residential subdivisions entrance signs shall be subject to review and approval by the ~~Design Review~~ **Planning** Commission.

Section 4.17.4 Permitted Signs- clarify the time period for development signs

4.17.4 Permitted Signs

...

- b. Signs permitted in all residential districts (including D1, D2, D3 residential zones and residential within the TC). In addition to the signs permitted as otherwise provided herein, the following signs are permitted within all residential districts subject to the specifications described below:

- i. Subdivision entrance signs. Such signs shall be located at the primary entrance(s) to a development as identified on a preliminary plan approved by the planning commission. The signs shall be located on private property within a platted sign or landscape easement or within the subdivision's common open space. The sign location shall be subject to the approval of the **Planning Commission**. Such signs shall be maintained by an established homeowners' or property owners' association.

...

During the period when a subdivision is under development and until the permanent subdivision entrance sign(s) is/are erected, one temporary sign per entrance may be erected within the subdivision on property owned by the developer. No such sign shall exceed 32 square feet in area on one sign face; ten feet in width; and six feet in height. **Such development signs shall be removed with the issuance of the CO for the last home to be developed within the subdivision or if no development activity occurs within the subdivision for a period of 1 year, whichever occurs earlier.**

Section 5.2.2 Minor Subdivision- clarify the minor subdivision process

5.2.2 Minor Subdivision/**Administrative Approval**

A minor subdivision shall be available for any subdivision that will divide land into four (4) or fewer lots and that does not include the construction and dedication of a public **improvements**. Minor subdivisions may be approved administratively by the Town Planner and shall not require concept plans or preliminary plats. **Resubdivision of lots within existing subdivisions that previously received Planning Commission approval shall not be eligible for administrative review and instead shall require submission to the Planning Commission for approval.**

Section 5.2.3 Concept Plan

5.2.3 Concept Plan

...

c. Concept plan consideration

The applicant shall submit the concept plan for Town staff review. The applicant shall provide a submittal package in accordance with the concept plan checklist. ~~The Town Planner shall present the concept plan and his or her report and findings to the Planning Commission at its next regularly scheduled meeting after completion of the report.~~ **The Planning Commission shall hold a Design Workshop on the concept plan to provide feedback to the applicant.** As the concept plan is for informational purposes only, the Planning Commission shall take no formal action with respect to a concept plan.

Section 5.3.4 Procedure for Map and/or Text Amendments- clarify the process for Sector Plan Map amendments

5.3.4 Procedure for Map and/or Text Amendments

Applications for any change, either of district boundaries or classification of property as shown on the **Sector Map** or Zoning Map, shall be submitted to the Planning Commission at its public office.

- a. Applications or petitions for **sector or** zoning map amendments shall be submitted in the form established by Town staff, in compliance with § Plans and Applications below, along with the fees established by the Board of Mayor and Aldermen. In addition to the notice and public hearing requirements of state law, any property owner or approved representative requesting an amendment to the zoning map shall be required, upon the filing of their petition, to identify (including the name(s) and mailing addresses) all adjacent property owners including any properties that are separated only by a public right of way. The Town shall then send by certified mail, notice of the proposed rezoning and of the scheduled public hearing time and date. Failure to obtain service upon an adjacent property owner may result in the rescheduling of the public hearing and postponement of the vote on the zoning map amendment. The applicant shall be responsible for all costs related to notice of the public hearing, including costs of certified mail and advertising. The applicant shall also post notification sign(s) in a prominent place or places on the property subject to the proposed zoning map amendment. Whenever any petition for an amendment of the zoning map has been denied by the Board of Mayor and Aldermen, no new petition covering the same property (or the same property plus any additional property) can be filed with the Board of Mayor and Aldermen until one (1) year has elapsed from the date of the filing of a previous petition, provided that nothing herein shall prevent the Planning Commission or Board of Mayor and Aldermen from initiating a zoning map amendment.

...

- d. All **sector or** zoning map and text amendments and any subdivision regulation amendments, shall follow the procedure as set forth under state law as may be amended from time to time.



February 1, 2021

Mr. Ken McLawhon
Town Administrator
Town of Thompson's Station
1550 Thompson's Station Rd W
Thompson's Station, TN 37179

RE: Recommendation of Award
Critz Lane Utility Relocation

Dear Mr. McLawhon:

As you are aware, bids were received on January 28, 2021 for the referenced project. Hughes Excavating, LLC was the apparent low bidder in the amount of \$231,500.00. A tabulation of the bids is attached for your use.

We have completed our review of the bid documents and find them in order. Barge Design Solutions, Inc. has worked with Hughes Excavating in the past and has found their work acceptable. We have also checked their references and other pertinent information with positive results. As a result of this investigation, we recommend Hughes Excavating, LLC as the successful, responsive and responsible low bidder for the project.

If you concur with our recommendation, please advise us and we will notify the contractor of award and will transmit the conformed documents to them for execution and attachment of bonds and insurance.

If you have any questions, please do not hesitate to call me.

Sincerely,

Barge Design Solutions, Inc.

A handwritten signature in blue ink, appearing to read "Matthew Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Matthew Johnson, PE
Project Manager

cc: Clayton Foster, Barge Design Solutions

H. B. & T. S. Utility District

505 Downs Blvd Franklin, Tennessee 37064
615 -794-7796 Fax: 615 - 591-9094

November 25, 2020

Kenneth McLawhon Email: k.mclawhon@thompsons-station.com
Town Administrator
Town of Thompson's Station
1550 Thompson's Station Road
Thompson's Station, Tennessee 37179

RE: CRITZ LANE ROAD IMPROVEMENTS
Conflict with Existing HB&TS Water infrastructure

Reference my letter dated November 4, 2020.

Yesterday, the Town's engineer Brandon Baxter of Ragan Smith Engineers met with HB&TS Engineer Jimmy Hailey and HB&TS Staff to review the subject road improvement plans with respect to conflicts with the existing HB&TS water infrastructure at the roundabout.

Due to the exigency of maintaining adequate water service and fire protection to Bridgemore and to the new Clayton Arnold School, HB&TS must proceed with installation of the proposed 18" transmission main along Critz Lane.

This is to advise you that today the HB&TS Board of Commissioners reduced the waterline relocation cost of subject from \$242,400 to \$143,000.

We understand that the Town's BOMA will next meet in January 2021 to consider this matter.

Thank you for your assistance in resolving this matter.


THOMAS C. PUCKETT
General Manager
HB&TS Utility District
tpuckett@hbsouth.net

CC: James C. Hailey Engineers
Dewey Branstetter



RESOLUTION NO. 2021-002
A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE FUNDS FOR THE RELOCATION OF WATER LINES OWNED AND
MAINTAINED BY HILLSBORO, BURWOOD & THOMPSON 'S STATION (HB&TS) RELATED
TO PHASE I OF THE CRITZ LANE PROJECT

WHEREAS, the Town of Thompson's Station (the "Town") has contracted with Rogers Group, Inc. to perform the improvements related to the public right-of-way known as Critz Lane, specifically Phase I of the same ("Critz Lane Project"); and

WHEREAS, certain utilities necessarily must be relocated due to the aforementioned improvements to Critz Lane; and

WHEREAS, HB&TS has bid out the work related to the relocation of the waterlines effected by the Critz Lane Project; and

WHEREAS, HB&TS has sent and confirmed the amount owed by the Town for the relocation of the water lines, in the amount of \$143,000.00, via letter, which is attached hereto as Exhibit "A"; and

WHEREAS, the work bid out by HB&TS has been reviewed by the Town's engineer for the Critz Lane Project, Ragan-Smith, and the same has been deemed acceptable.

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

That the Town of Thompson's Station, Tennessee does hereby authorize and approve funds for the necessary waterline relocation bid out by HB&TS, and said funds are to be remitted to HB&TS upon proper receipt of the same, as determined by the Town Attorney.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

Corey Napier , Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

November 16, 2020

Mr. Clayton Foster, P.E.
Barge Design Solutions
615 3rd Avenue South, Suite 700
Nashville, TN 37210

**RE: Town of Thompson's Station
Temporary Flow Monitoring Services
Proposal**

Dear Clayton:

Utility Technologies (UT) is pleased to offer you, Barge and the Town of Thompson's Station this proposal to provide flow monitoring services within the Town's wastewater collection system. Specifically, this proposal is for the installation and maintenance of one to four temporary flow monitors for a 1 to 6-month period. Also, one rain gauge will be utilized for this study. A unit cost table for these services is provided on the following page.

The proposed scope includes the following services:

- 1) UT will install 1 to 4 flow monitors at authorized location. UT will utilize Isco Model 2150 flow monitors from our existing inventory.
- 2) UT will install and maintain a rain gauge at the Canterbury Pump Station for the study period.
- 3) UT will visit each monitor regularly to collect data and perform any maintenance required to keep equipment in good working condition for the duration of the O&M period. UT will provide Barge/Town with regular updates.
- 4) After the conclusion of the O&M period, UT will process the raw flow data. UT will provide Barge/Town with basic hydrographs and electronic flow data (Excel).

UTILITY TECHNOLOGIES

Flow Monitoring Studies & Installations Sewer Evaluation Surveys I/I Analysis

Town of Thompson's Station Temporary Flow Monitoring Cost Table		
Item	Units	Unit Fee
Flow Monitor Installation/Relocation	1-4 Monitors	\$1,300.00/Mtr
Flow Monitor Monthly O&M	1-24 Mtr-months	\$1,300.00/Mtr-month
Rain Gauge Installation	1 RG	\$600.00/RG
Rain Gauge Monthly O&M	1-6 RG-months	\$400.00/RG-month

The cost table provides pricing for a variety of scenarios as described in your letter dated November 11, 2020. Other discussions suggested installing/maintaining two flow monitors and one rain gauge in the Canterbury Pump Station area. Using the above table, the Canterbury study will cost \$6,200 for the first month and \$3,000 for each additional month.

I appreciate the opportunity to provide this proposal to you and I look forward to assisting with the Town's flow monitoring needs. Please call me if you have any questions or any require further assistance relating to this matter.

Sincerely,

UTILITY TECHNOLOGIES

Bill Miller

Bill Miller



A Division of ADS LLC

340 The Bridge Street
Suite 204
Huntsville, AL 35806
www.adsenv.com

November 24, 2020

Mr. R. Clayton Foster, P.E.
Barge Design Solutions
615 3rd Avenue Suite, Suite 700
Nashville, TN 37210

Sent via email: clayton.foster@bargedesign.com

Subject: Flow and Rain Monitoring – Thompson Station, TN.

Dear Mr. Foster,

ADS appreciates the opportunity to propose its services on a flow and rain study for Barge Design Solutions.

We understand the objective of this project is to quantify the amount of flows and rain in and around the sewer collection system in Thompson Station, Tennessee at four (4) flow measuring sites, measure rainfall at one (1) location over a 3 month (90 day) period.

As the company that developed and patented the first area-velocity flow monitor for gravity sewers in 1975 and is headquartered in nearby Huntsville, Alabama we believe that we are very qualified to perform this project. The team that will perform this project will be a very knowledgeable team with decades of flow monitoring and analysis experience based in the nearby Murfreesboro, Tennessee.

Enclosed please find the proposal requested which is valid for sixty (60) days. I will be the contact person for this project so please feel free to call me if you have any questions. I can be reached at (256) 430-6494 or on my cell phone at (256) 508-1628.

Sincerely,

ADS Environmental Services

Luis Mijares
Senior Business Development Manager

Cc: S. Hembree - ADS



An IDEX Water & Wastewater Business

ADS Environmental Services ("ADS") will conduct a flow monitoring study to collect 3 months (90 days) of flow data at four (4) flow monitoring and one (1) rain gauge locations for Barge Design Solutions ("Client") in the city ("City") Thompson Station, Tennessee and deliver data via PRISM. The locations have been selected by the Client and most are directly upstream of pump stations that could back up during storm events, ADS would like to work with you to find alternate locations where possible, maybe one or more manholes upstream so as to minimize the hydraulic effects of potential backups while achieving the same objectives for the site.

The field work will be performed by trained and factory certified ADS crews with ADS owned equipment and will be conducted in phases as set forth below:

Mobilization and Equipment Installation

- 1) **Project Initialization Meeting.** The project will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the meeting is to finalize the project scope, the detailed site locations, establish lines of communication, set milestones, and confirm the project schedule. The kick-off meeting can take place via a conference or Teams and be scheduled within 7 days of contract execution and Notice to Proceed.
- 2) **Site Location.** ADS will work with Client representatives to identify, verify and finalize the locations of the flow monitor and rain gauge installations on maps or schematics supplied.
- 3) **Site Investigations.** Directly following the kick-off meeting, ADS field crew(s) will mobilize to perform the site investigations ADS will utilize a standard 2-person field crew for fieldwork and will comply with Federal standards for confined-space entry. The proposed flow monitoring locations will be located, and the manholes entered following OSHA confined space entry and DOT traffic control procedures. Field crews consist of two workers, both of whom have received extensive and specialized flow monitoring and safety training and certification.

The rain gauge site will also be investigated and installed during this phase. The location will be selected so that good coverage of the study area is provided to accurately measure storm intensities as they move across the area. Topography, local rain shadowing, accessibility, service concerns and security will be reviewed before final selections are made. Rain gauges are typically mounted on roofs of structures or poles to avoid local rain shadowing and to dissuade vandalism.

- 4) **Equipment.** ADS will utilize the ADS owned Triton+, Rain Alert III equipment for this project. A typical flow monitor installation will include a sensor that will be mounted in the pipe and a monitor hung near the manhole cover. ADS utilizes a variety of sensors designed to give the best reading in all hydraulic conditions. The combination sensor used will measure flow velocity, ultrasonic depth and a redundant pressure depth which will also be used to provide redundancy and surcharge height levels should they occur. ECHO level monitors will be installed hanging from a mount that stretches across the rim of the manhole underneath the cover and will be aimed at the invert.
- 5) **Installation and Site Reports.** ADS will coordinate access for installation of the equipment. Based on preliminary site surveys it is expected to take approximately two

(2) days to complete installation of the monitors and rain gauge. A site report will be generated upon completion of the site investigations and installation for each site and rain gauge. The site reports will include a map and pictures of the general location and installation, physical characteristics and diameters of the proposed monitoring locations, manhole depths and other comments pertinent to the location such as any special traffic or safety issues. These will be uploaded into PRISM for easy reference.

- 6) **Monitor Activation.** Once installed the monitors, and rain instruments will be activated and set to take readings at 15-minute or 5-minute intervals depending on pump station influence.

Flow Monitoring

- 7) **Flow Monitoring.** Once the flow and level monitors are installed and verified to be in working order, ADS will monitor the flow and rainfall for a period of three months (90 calendar day "monitoring period"). The monitoring period can be extended in increments of 30 days at the direction of the Client if notice is received at least 15 days before the stipulated end of the project and pricing is given for the extension.
- 8) **Data Collection and Equipment Maintenance.** Data will be automatically collected nightly by ADS' Internet based PRISM for viewing by authorized users. The Data Analyst will review the data at least twice per week and order maintenance and site confirmations as necessary. ADS is an ISO 9001 certified company and follows proprietary internal quality procedures for all fieldwork. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe.
- 9) **Demobilization.** ADS will continue data collection and review until the end of the monitoring period. Once authorized, crews will immediately begin removing the equipment.

Data Delivery

- 10) **Data Delivery.** Raw and Final Data will be provided via our Internet based PRISM system. With a secure user I.D. and password and a standard browser, the user will have interactive access to the flow, rain and level monitoring data during the project. With this delivery vehicle, the entire flow monitoring database is hosted on a secure page dedicated solely for the Client and it allows the user the flexibility to review and configure data and graphs and prepare reports and export data utilizing their entire database and not just a stagnant prepackaged PDF report of the data.

The database hosted on the secure PRISM site will include date, time, flow depth, velocity, and quantity at 15-minute intervals. Flow depth will be reported to the nearest 0.01 inch. Flow velocity will be reported to the nearest 0.01 feet/second. Flow quantities will be reported to the nearest 0.001 million gallons per day.

PRISM's interactive export features allows the capability to select data entities from various time periods and locations in order to suit whatever analysis the authorized user may wish to undertake.

Hydrographs and Scattergraphs - Hydrographs are graphical representations of the data (depth, velocity, flow rate, rain total) over time. Scattergraphs show the relationship between two data entities graphically. User-configurable interactive graphical representations will be accessible through the PRISM allowing the engineer to evaluate at a glance the performance of the monitor and the hydraulic performance of the collection system at that point. Final Data will generally be available with 30 days after the end of the month.

Tabular Summary- User-configurable interactive tabular summaries of data are accessible via PRISM. An hourly tabular summary will present one week's data per page and will provide hourly average data (depth, velocity, flow, rain) throughout each day and provide statistics of minimum, maximum, average, and total for each day. All data can be downloaded electronically directly from PRISM to local hard drives directly in CSV or other Excel compatible formats.

Alarms- Utilizing PRISM level and flow alarm thresholds can be set to alert the user of certain pre-set conditions having been achieved at any site monitored in the system. Alarms can be configured based on flow or level thresholds and can be programmed to escalate to designated user's email or cell phone as texts. ECHO level monitors can be set to alarm at full pipe and at high, high-high and suspected overflow levels

Client's assistance requested:

ADS requests the following items from the Client in connection with this Project:

- 1) Provide assistance with locating and access to manholes, pump stations, or other locations necessary for the completion of the flow monitoring and analysis described herein
- 2) Provide assistance if special access is needed or security requirements are necessary
- 3) Assist ADS in securing access to the sites of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required.
- 4) Provide all permits and escorts as required.

Pricing

Item	Item Description	Quantity	Units	Unit Price	Total
1	Installation and removal of the Flow Monitors	4	Each	\$1,100.00	\$4,400.00
2	Monthly O&M, Data Analysis and PRISM for the Flow Monitors	12	Each	\$1,500.00	\$18,000.00
3	Installation and removal of the Rain Gauge	1	Each	\$500.00	\$500.00
4	Monthly O&M, Data Analysis and PRISM for the Rain Gauge	3	Each	\$740.00	\$2,220.00
5	Relocate a Flow Monitor if needed (install, confirmation, communications and removal)		Each	\$1,100.00	
60 Day Study Total					\$25,120.00
Optional 30-day Study Extension					\$4,470.00

All prices above are valid for 60 days and only for the number site-months and devices listed. Should the scope or the number of sites or duration decrease, pricing will have to be recomputed.

The above amounts will be billed as percent completed monthly.

Accepted by:

Client Name: _____ ADC LLC:
 Signature: _____ Signature: _____
 Printed Name: _____ Printed Name: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

Acceptance of this proposal is subject to the acceptance of ADS' Standard Terms and Conditions of Service available at <https://www.adsenv.com/home/ads-equipment-sale-and-service-terms-and-conditions/>

November 17, 2020

R. Clayton Foster, P.E.
Associate Project Manager
Barge Design Solutions
615 3rd Ave, South Suite 700
Nashville, TN 37210
P: 615.254.1500
C :615.252.4431
clayton.foster@bargedesign.com

RE: Proposed Fees for Flow Monitoring Services in Thompson's Station, TN

Ms. Foster:

In response to your request, Compliance EnviroSystems, LLC (CES) is pleased to provide you with this proposal for professional services on the project referenced above.

The following sections are provided for your review:

1. Scope of Work
2. Fee Schedule
3. Deliverables
4. CES Standard Special Provisions

Please review this document carefully. If you are in agreement, please sign where indicated and return by e-mail to mbroussard@ces-sses.com. Upon receipt of your approval, our team will schedule your project.

Thank you for the opportunity to submit this proposal. If selected, CES will provide our services at the highest professional level.

If you have any questions, please feel free to contact me by phone **225.678.7034** or e-mail at any time.

SCOPE OF WORK

The scope of work for this project involves the installation of 4 Flow Meters and 1 Rain Gauge throughout the wastewater collection system in Thompson’s Station, TN.

A. Project Administration

- a. CES shall coordinate the overall work of the project to include all field inspections. CES shall provide monthly progress reports that will show the percent completion of each task. A kickoff and progress meeting with CES and Engineer will be conducted.

B. Flow Monitoring Services

- a. CES shall prepare a site investigation sheet for each selected site and shall submit to the Engineer for approval on any changes prior to installation of the flow meters.
- b. After approval of the recommended sites, CES shall install and maintain the meters for a 30-day to 180-day period depending on rain events. CES shall also select rain gauge monitoring sites and install the continuous recording rain gauge.
- c. Flow monitoring will be performed utilizing ISCO 2150 Flow Monitors capable of measuring both depth and velocity of flow. Tipping bucket rain gauges will be used for the study. The tipping bucket gauges will be installed to obtain rainfall distribution data.

C. Fee Schedule

FEE SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	Flow Monitor Installation	4	EA	\$450.00	\$1,800.00
2	Flow Monitor Rental/Calibration (Monthly)	4	EA	\$2,400.00	\$9,600.00
3	Meter Relocation	4	EA	\$350.00	\$1,400.00
4	Rain Gauge Installation	1	EA	\$250.00	\$250.00
5	Rain Gauge Rental/Calibration	1	EA	\$650.00	\$650.00
Estimated Project Total:					\$13,700.00

D. Deliverables

- a. The standard deliverable, an electronic deliverable will be submitted on an external USB 3.0 hard drive.
- b. CES shall provide a final report with a narrative of the project process and procedure. The report shall include site location sheets, pictures, flow graphs and electronic data at 5 minute intervals.

Respectfully Yours,

Marty Broussard

Marty Broussard
Business Development
Compliance EnviroSystems, LLC
C: 225.678.7034
mbroussard@ces-sses.com
www.ces-sses.com

Your signature will serve as **Notice to Proceed** on this project.

Name (Printed) _____

Title _____

Signature _____ Date _____

Item No.	Description	Estimated Quantity	Unit	Utility Technology		CES		ADS	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Flow Monitor Installation	4	EA	\$ 1,300.00	\$ 5,200.00	\$ 1,100.00	\$ 4,400.00	\$ 450.00	\$ 1,800.00
2	Flow Monitor Relocation	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 1,100.00	\$ 2,200.00	\$ 350.00	\$ 700.00
3	Flow Monitor Monthly O&M	24	EA	\$ 1,300.00	\$ 31,200.00	\$ 1,500.00	\$ 36,000.00	\$ 2,400.00	\$ 57,600.00
4	Rain Gauge Installation	1	EA	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00
5	Rain Gauge Monthly O&M	6	EA	\$ 600.00	\$ 3,600.00	\$ 740.00	\$ 4,440.00	\$ 650.00	\$ 3,900.00
	TOTAL				\$ 43,000.00		\$ 47,540.00		\$ 64,250.00



January 29, 2021

Mr. Ken McLawhon
Town Administrator
Town of Thompson's Station
1550 Thompson's Station Rd W
Thompson's Station, TN 37179

RE: Inflow / Infiltration Investigation
Flow Monitoring

Dear Mr. McLawhon:

Per the Town's request, we have obtained quotes from three companies for the proposed flow monitoring services within the Town's wastewater collection system. Please find attached to this letter a summary of the quotes received as well as the individual quotes. The lowest quote, provided by Utility Technologies, was \$43,000 for 6 months of flow monitoring. Barge Design Solutions has experience working with Utility Technologies and has found their previous work to be high quality and their work performance to be thorough. We would recommend the Town select Utility Technologies to perform the flow monitoring services.

If you have any questions regarding the attached quotes, please let me know

Sincerely,

Barge Design Solutions, Inc.

Matthew Johnson, PE
Project Manager

Enclosures

Barge Project # 36724-04

December 8, 2020 (revised 12/23/2020)

Mr. Micah Wood
Town of Thompson's Station, Town Planner
1551 Thompson's Station Road West
Thompson's Station, Tennessee 37179

Re: Technical Planning Assistance and General Municipal Engineering Services

Mr. Wood:

Per your request, Griggs and Maloney, Inc. (G&M) is happy to submit this memorandum of understanding for proposed technical planning assistance and general municipal engineering services to the Town of Thompson's Station.

Per our discussions during our meeting on December 1, 2020, it is our understanding there are three (3) areas of initial assistance that are currently desired by the Town staff. Those areas include;

- a) **Existing Bonds:** Review and evaluate existing bonds that the Town holds on previous developments. This would include historical records research as well as field observations of current conditions that would result in providing options to the Town on feasible alternatives for moving forward with closing out these bonds/developments. Attendance at Town meetings would be anticipated to assist the Staff in summarizing the findings to the BOMA or PC as appropriate.
- b) **Technical Review of Plan Submittals:** Review and comment on documents that are submitted to the Planning Department/Planning Commission for consideration. This would primarily include review of civil engineering aspects such as grading and drainage plans and calculations, roadway design components, and traffic study reviews. Also provided in this review would be estimated bond amounts and a bond amount summary recommendation for proposed infrastructure improvements related to a given development. Utility review can also be a part of this area if desired by the Town. We would review submittals against the Town's published regulations (i.e. Zoning Ordinance, Subdivision Regulations, etc.) as well as industry standards. We would issue review comments to the Town based on our findings and those could be distributed to the applicant.

In addition to the technical review, we have an AICP certified planner on staff, Mr. Kevin Chastine, who is available any time a second opinion is needed on planning related matters that may not be directly associated with any engineering aspects.

Attendance at Town meetings would be anticipated for this area of service to assist the Staff in summarizing the review comments and any recommendations to the BOMA or PC as appropriate.

- c) **General On-Call Municipal Engineering Assistance:** This area is primarily focused on the general field of civil and environmental engineering assistance and would include items such as drainage/flooding evaluations and recommendations, roadway and traffic evaluations and recommendations, plan reviews for various capital improvement projects, observation/inspection of construction, and field surveying services. These services would be provided on an as needed/requested basis. Other engineering disciplines (i.e. structural, mechanical, electrical, plumbing) can be coordinated by our staff if ever needed by the Town.

As we discussed, the above described services are generally performed on an as-needed or as-requested basis. These areas of assistance are difficult to budget for as each project has varying degrees of complexity and time commitments necessary to provide the level of service and results desired by the Town.

As such, G&M proposes that we perform the previously described activities under a time and materials type agreement without a long-term contract. Our philosophy is that if we provide the professional services and results that are desired by the Town, then there is no need for a contractually binding, long-term agreement. We desire for our clients to **want** us to be there and not just there because there is a contract in place.

Our current hourly rates are attached hereto for your reference. Please note that we typically revise our hourly rates every January. Our hourly rates typically include drive time and meeting time as well as mileage reimbursement. We typically invoice monthly and our invoices include a breakdown of the staff member, their total hours spent on the project, their hourly rate, and a brief description of the tasks they performed. In addition to the invoicing descriptions, as specific tasks are identified/requested from the Town, we will do our best to provide an estimated time and cost on the front end in an effort to help Staff properly budget for the requested tasks.

We look forward to assisting the Town with your general municipal engineering needs. Although I physically reside in Murfreesboro, we consider all of our municipal clients to be our home towns and we strive to provide the level of prideful and attentive service you would expect from a home town consulting firm.

Sincerely,
GRIGGS & MALONEY, INC.



Will Owen, P.E.
Principal

CC: Mr. Ken McLawhon, Town Administrator

December 8, 2020 (revised 12/23/2020 and 2/2/2021)

Mr. Micah Wood
Town of Thompson's Station, Town Planner
1551 Thompson's Station Road West
Thompson's Station, Tennessee 37179

Re: Technical Planning Assistance and General Municipal Engineering Services Contract

Mr. Wood:

Per your request, Griggs and Maloney, Inc. (G&M) is happy to submit this memorandum of understanding and contract proposal to provide on-call technical planning assistance and general municipal engineering services to the Town of Thompson's Station.

Per our discussions during our initial meeting on December 1, 2020 and subsequent correspondence, it is our understanding there are three (3) areas of initial primary assistance that are currently desired by the Town staff. Those areas include;

- a) **Existing Bonds:** Review and evaluate existing bonds that the Town holds on previous developments. This would include historical records research as well as field observations of current conditions that would result in providing options to the Town on feasible alternatives for moving forward with closing out these bonds/developments. Attendance at Town meetings would be anticipated to assist the Staff in summarizing the findings to the BOMA or PC as appropriate.
- b) **Technical Review of Plan Submittals:** Review and comment on documents that are submitted to the Planning Department/Planning Commission for consideration. This would primarily include review of civil engineering aspects such as grading and drainage plans and calculations, roadway design components, and traffic study reviews. Also provided in this review would be estimated bond amounts and a bond amount summary recommendation for proposed infrastructure improvements related to a given development. Utility review can also be a part of this area if desired by the Town. We would review submittals against the Town's published regulations (i.e. Zoning Ordinance, Subdivision Regulations, etc.) as well as industry standards. We would issue review comments to the Town based on our findings and those could be distributed to the applicant.

In addition to the technical review, we have an AICP certified planner on staff, Mr. Kevin Chastine, who is available any time a second opinion is needed on planning related matters that may not be directly associated with any engineering aspects.

Attendance at Town meetings would be anticipated for this area of service to assist the Staff in summarizing the review comments and any recommendations to the BOMA or PC as appropriate.

- c) **General On-Call Municipal Engineering Assistance:** This area is primarily focused on the general field of civil and environmental engineering assistance and would include items such as drainage/flooding evaluations and recommendations, roadway and traffic evaluations and recommendations, plan reviews for various capital improvement projects, observation/inspection of construction, and field surveying services. These services would be provided on an as

needed/requested basis. Other engineering disciplines (i.e. structural, mechanical, electrical, plumbing) can be coordinated by our staff if ever needed by the Town.

As we discussed, the above-described services are generally performed on an as-needed or as-requested basis. These areas of assistance are difficult to budget for as each project has varying degrees of complexity and time commitments necessary to provide the level of service and results desired by the Town.

As such, G&M proposes that we perform the previously described activities under a time and materials contract that would be charged at our current billing rates (attached). We would request that the billing rates be revisited annually each January. Also attached are our standard terms and conditions.

Our time and materials contracts follow our philosophy that if we provide the professional services and results that are desired by the Town, then there is no need for a contractually binding, long-term agreement. We desire for our clients to want us to be there and not just there because there is a long-term contract in place.

Our hourly rates include drive time and meeting time as well as mileage reimbursement. We typically invoice monthly and our invoices include a breakdown of the staff member, their total hours spent on the project, their hourly rate, and a brief description of the tasks they performed. In addition to the invoicing descriptions, as specific tasks are identified/requested from the Town, we will do our best to provide an estimated time and cost on the front end in an effort to help Staff properly budget for the requested tasks.

We look forward to assisting the Town with your general municipal engineering needs. Although I physically reside in Murfreesboro, we consider all of our municipal clients to be our home towns and we strive to provide the level of prideful and attentive service you would expect from a home town consulting firm.

Sincerely,
GRIGGS & MALONEY, INC.



Will Owen, P.E.
Principal

CC: Mr. Ken McLawhon, Town Administrator

ACCEPTED BY:

_____ Signature	_____ Name
_____ Title	_____ Date

GRIGGS & MALONEY, INC.
STANDARD RATES: January 2021

Per Hour Rate

Principals

Steve Maloney.....\$195.00
 Will Owen\$195.00
 Ryan Maloney\$195.00

Senior Project Manager

Richard Martin.....\$160.00

Project Manager

Jamie Ensey.....\$135.00
 Kim Eakes.....\$135.00

Senior Engineer\$180.00

Roger Morse
 Bill Griggs

Project Engineer \$120.00

Curtis Broadbent

Engineer II\$115.00

Engineer I\$ 90.00

Sr. Environmental Scientist.....\$110.00

Kerry Given
 Conor Maloney

Environmental Scientist\$ 75.00

Andrew Sanders

Biologist\$ 80.00

Richard Martin

Sr. Geologist.....\$110.00

Donnie Sheumaker

Archaeologist.....\$125.00

Glyn DuVall
 Scott Jones

Environmental Specialist\$50.00 – \$80.00

Drafting/CADD Operator\$ 90.00

Dinah Moore

Technician\$ 76.00

Clerical \$ 55.00

Deidre Warner

Administrative\$130.00

Robbie Jones

Resident Representative \$40.00 - \$60.00

Tim Wallis\$50.00

ADDITIONAL CHARGES

Mileage	\$0.68 per mile
Per Diem	
Meal	\$41.00 per day
Lodging	\$150.00 per day
Direct Costs/Subcontractor	Cost plus 15 %

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOB SITE SAFETY

Unless otherwise stated, Griggs & Maloney, Inc., hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for performance of the services. The CONSULTANT will take precautions to minimize damage resulting from these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide services relating to the CONTRACTOR's safety precautions or means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, scheduling, or for job site safety, and will not be responsible for any losses or injuries that occur at the Project site.

2. INDEMNIFICATION

[intentionally omitted]

3. INSURANCE

The CONSULTANT shall secure and maintain professional insurance and/or such other liability insurance as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANT's services under this agreement. CONSULTANT shall ensure that the CLIENT is named as an additional insured on any and all applicable insurance policies.

4. RISK ALLOCATION/LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney's fees, arising out of this Agreement, from any causes, shall not exceed the total amount of the policy limit(s) of the applicable insurance policies outlined in section 3 above.

5. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses.

6. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project: long distance communications; overnight mail; and fees paid for testing and/or securing approval of authorities having jurisdiction over the Project: (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS, CONT'D

Project for the CLIENT's review and approval; (c) governmental fees of any type; and (d) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed as cost plus 15% incurred by the CONSULTANT.

7. DISPUTES RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

8. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this agreement that all drawings, specifications, reports and other work products of the CONSULTANT for this Project shall remain the property of the CLIENT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse of the instruments of service of the CONSULTANT by the CLIENT for any extensions of the PROJECT or for any other project without the written permission of the CONSULTANT shall be at the CLIENT's sole risk.

Any electronic design documents or work products that will be provided to the CLIENT on demand, but the CONSULTANT makes no representation as to the usefulness of the documents to future or other projects. The CONSULTANT's work products are intended for the sole use of the CLIENT and are not to be used or relied upon by any other party without written consent of the CONSULTANT.

9. GOVERNING LAW & VENUE:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Tennessee, and venue for any legal action arising out of this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be constructed by the other party as a waiver of a subsequent breach of the same by the other party.

10. PAYMENT TO THE CONSULTANT:

Payment is due upon receipt of our invoice. If payment is not received within 45 days from the invoice date, CLIENT agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month, and all cost of collection, including attorney fees. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legal allowable. CONSULTANT reserves the right to cease all work and withdraw its services in the event of non-payment or delayed payment until full payment is completed. Until full payment is completed, CONSULTANT's work product remains the property of the CONSULTANT. Until full payment is completed, use of the CONSULTANT's work product is prohibited, unless other written arrangements have been made between CLIENT and CONSULTANT. CONSULTANT reserves the right to withhold any reports or documents until full payment is made. No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

11. CLIENT RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANTS submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Furnish approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project.
- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.
- The CONSULTANT may justifiably rely upon information supplied by the CLIENT without the need for additional verification by the CONSULTANT.
- Provide such legal, accounting, and insurance counseling services as may be required for the Project.
- Guarantee access to and make all independent cost estimating, and insurance counseling services as may be required for the Project.

12. CONFORMITY OF WASTE:

[intentionally omitted]

13. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction* cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

14. CHANGES IN THE SCOPE OF SERVICES:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment.

Any changes made to construction documents by the CLIENT, or by the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death from the unauthorized alteration of construction documents.

15. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

16. STANDARD OF CARE:

Services provided by the Design Professional under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

GRIGGS & MALONEY, INC. STANDARD TERMS AND CONDITIONS, CONT'D

17. DESIGN WITHOUT CONSTRUCTION SERVICES:

It is understood and agreed that the CONSULTANT's Basic Services under this Agreement do not include project observation or review of the CONTRACTOR's performance or any other construction phase services, and that such services will be provided by the CLIENT or by another party selected at the sole discretion of the CLIENT. Further, the CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and/or supervision and waives any claims against the CONSULTANT that may be in any way connected thereto.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase service and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for ADDITIONAL Services as provided in the Agreement.

18. COST CONTROL:

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternative solutions and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report must of necessity be speculative until completion of its detailed design. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT to CLIENT hereunder.

END OF STANDARD TERMS AND CONDITIONS

RESOLUTION NO. 14-001

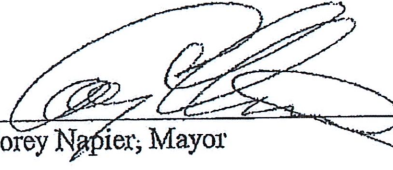
**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO AMEND THE TOWN'S MUNICIPAL DEBT POLICY**

WHEREAS, the Town previously adopted a municipal debt policy to set parameters by which debt obligations will be undertaken by the Town; and

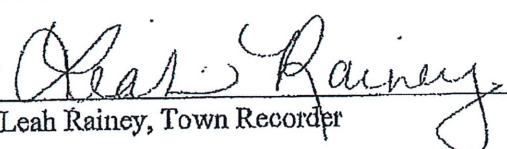
WHEREAS the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to amend this policy.

NOW THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station that the current Municipal Debt Policy attached hereto as Exhibit A, is hereby amended by deleting the following language under the heading "Types and Limits of Debt" on page 2: "The Town will seek to limit total outstanding debt obligations to \$500.00 per capita" and replacing it with the following: "The Town will limit the total outstanding debt obligations to Five Million Dollars (\$5,000,000.00)."

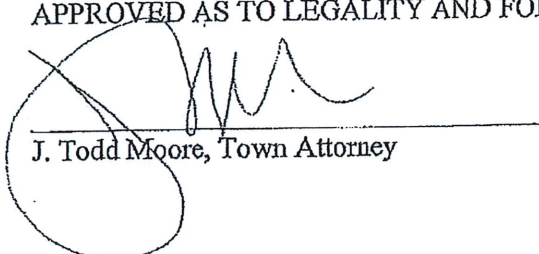
RESOLVED AND ADOPTED this 14th day of January, 2014.


Corey Napier, Mayor

ATTEST:


Leah Rainey, Town Recorder

APPROVED AS TO LEGALITY AND FORM:


J. Todd Moore, Town Attorney

RESOLUTION NO. 11-005

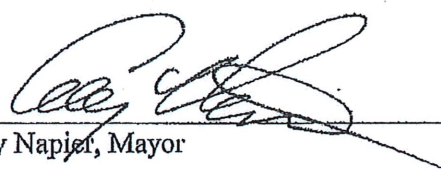
**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO ADOPT A MUNICIPAL DEBT POLICY**

WHEREAS, the Town is required to adopt a municipal debt policy to set parameters by which debt obligations will be undertaken by the Town on or before January 1, 2012; and

WHEREAS, the Board of Mayor and Aldermen have reviewed the debt policy attached hereto as Exhibit A and the Board has determined that it is in the best interest of the Town to adopt this policy.

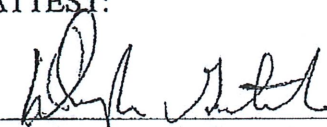
NOW THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Thompson's Station that the Debt Policy attached hereto as Exhibit A is hereby adopted and that all debt obligations undertaken by the Town after this date shall comply with the terms of this policy.

RESOLVED AND ADOPTED this 11th day of October, 2011.



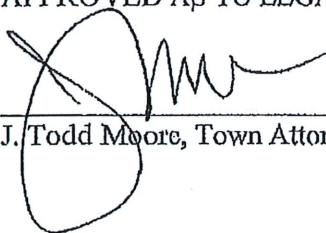
Corey Napier, Mayor

ATTEST:



Douglas Goetsch, Town Recorder

APPROVED AS TO LEGALITY AND FORM:



J. Todd Moore, Town Attorney

RESOLUTION NO. 2021-003

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO REPEAL RESOLUTION NO. 14-001 AND TO AMEND THE MUNICIPAL
DEBT POLICY AS ENACTED BY RESOLUTION NO. 11-005

WHEREAS, the Town of Thompson's Station (the "Town") approved Ordinance No. 11-005 which adopted a Municipal Debt Policy; and

WHEREAS, the Town of Thompson's Station (the "Town") adopted Ordinance No. 14-001 which amended the Town's Municipal Debt Policy by setting the Town's total outstanding debt obligations to Five Million Dollars (\$5,000,000.00); and

WHEREAS, the Town of Thompson's Station has determined that placing such limitations on debt obligations of the Town of Thompson's Station is neither supported by statutory authority nor practical for the effective operation of the Town;

WHEREAS, the Town through the process of evaluating the necessity to obligate the Town for additional debt for the purpose of infrastructure improvements has determined that Resolution No. 14-001 should be repealed and that the Municipal Debt Policy as enacted by Resolution No. 11-005, should be amended to delete the following language under the heading "Types and Limits of Debt" on page 2: "The Town will limit the total outstanding debt obligations to Five Million Dollars (\$5,000,000.00)", and as reflected in Exhibit A attached hereto and do restate the Town of Thompson's Station Municipal Debt Policy as revised herein.

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

That the Town of Thompson's Station, Tennessee does repeal Ordinance No. 14-001, which placed a debt limit obligation on the Town, as neither supported by statutory authority nor practical for the effective operation of the Town;

That the Town of Thompson's Station, Tennessee does amend the Municipal Debt Policy as enacted by Resolution 11-005 by deleting the following language under the heading "Types and Limits of Debt" on page 2 of the Municipal Debt Policy: "The Town will limit the total outstanding debt obligations to Five Million Dollars (\$5,000,000.00)" as reflected in Exhibit A attached hereto and do restate the Town of Thompson's Station Municipal Debt Policy as provided and restated therein.

That the Board of Mayor and Alderman do hereby approve, and the Mayor is authorized to sign the appropriate documents on behalf of the Town for this purpose.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

Corey Napier, Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

Town of Thompson's Station, Tennessee
Debt Policy
As of February 9, 2021

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the Town of Thompson's Station, Tennessee. This policy reinforces the commitment of the Town and its officials to manage the financial affairs of the Town so as to minimize risk, avoid conflicts of interest and ensure transparency while still meeting the capital needs of the Town. A debt management policy signals to the public and the rating agencies that the Town is using a disciplined and defined approach to financing capital needs and fulfills the requirements of the State of Tennessee regarding the adoption of a department management policy.

The goal of this policy is to assist decision makers in planning, issuing and managing debt obligations by providing clear direction as to the steps, substance and outcomes desired. In addition, greater stability over the long-term will be generated by the use of consistent guidelines in issuing department.

Definition of Debt: All obligations of the Town to repay, with or without interest, in installments and/or at a later date, some amount of money utilized for the purchase, construction, or operation of Town resources. This includes but is not limited to notes, bond issues, capital leases, and loans of any type (whether from an outside source such as a bank or from another internal fund).

Approval of Debt: Bond anticipation notes, capital outlay notes, grant anticipation notes, and tax and revenue anticipation notes will be submitted to the State of Tennessee Comptroller's Office and the Board of Mayor and Aldermen prior to issuance or entering into the obligation. A plan for refunding department issues will also be submitted to the Comptroller's Office prior to issuance. Capital or equipment leases may be entered into by the Board of Mayor and Aldermen; however, details on the lease agreement will be forwarded to the Comptroller's Office on the specified form within 45 days.

Transparency:

- The Town shall comply with legal requirements for notice and for public meetings related to debt issuance.
- All notices shall be posted in the customary and required posting locations, including as required in local newspapers and websites.
- All cost (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other Stakeholders in a timely manner.
- The terms and life of each debt issue shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other stakeholders in a timely manner.

- A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other Stakeholders in a timely manner.

Role of Debt:

- Long-Term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the capital improvement, regional development, transportation, or master process or plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the Town will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and close budget management.
- In accordance with Generally Accepted Accounting Principles and state law,
 1. The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.
 2. Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.

Types and Limits of Debt:

- ~~The Town will seek to limit total outstanding debt obligations to \$500.00 per capita.~~
- The limitation on total outstanding debt must be reviewed prior to the issuance of any new debt.
- The Town's total outstanding debt obligation will be monitored and reported to the Board of Mayor and Aldermen by the Town Administrator. The Town Administrator shall monitor the maturities and terms and conditions of all obligations to ensure compliance. The Town Administrator shall also report to the Board of Mayor and Aldermen any matter that adversely affects the credit or financial integrity of the Town.
- The Town is authorized to issue General Obligation bonds, Revenue bonds, TIFs, loans, notes and other debt allowed by law.
- The Town will seek to structure debt with level or declining debt service payments over the life of each individual bond issue or loan.
- As a rule, the Town will not backload, use "wrap-around" techniques, balloon payments or other exotic formats to pursue the financing of projects. When refunding opportunities, natural disasters, other non-general fund revenues, or other external factors occur, the Town may utilize non-level debt methods. However, the use of such methods must be thoroughly discussed in a public meeting and the mayor and governing body must determine such use is justified and in the best interest of the Town.
- The Town may use capital leases to finance short-term projects.
- Bonds backed with a general obligations pledge often have lower rates than revenue bonds. The Town may use its General Obligation pledge with revenue bond issues when the populations served by the revenue bond projects overlap or significantly are the same as the property tax base of the Town. The Board of Mayor and Aldermen and

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management are committed to maintaining rates and fee structures of revenue supported debt at levels that will not require a subsidy from the Town's General Fund.

Use of Variable Rate Debt:

- The Town recognized the value of variable rate debt obligations and that municipalities have greatly benefitted from the use of variable rate debt in the financing of needed infrastructure and capital improvements.
- However, the Town also recognizes there are inherent risks associated with the use of variable rate debt and with implement steps to mitigate these risks; including:
 1. The Town will annually include in its budget an interest rate assumption for any outstanding variable rate debt that takes market fluctuations affecting the rate of interest into consideration.
 2. Prior the entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional cost that might be incurred should the insurance fail.
 3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the letter of credit fail.
 4. Prior to entering into any variable rate debt obligation, the Board of Mayor and Aldermen will be informed of any terms, conditions, fees, or other cost associated with the prepayment of variable rate debt obligations.
 5. The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.

Use of Derivatives:

- The Town chooses not to use derivative or other exotic financial structures in the management of the Town's debt portfolio.
- Prior to any reversal of this provision:
 1. A written management report outlining the potential benefits and consequences of utilizing these structures must be submitted to the Board of Mayor and Aldermen; and
 2. The Board of Mayor and Aldermen must adopt a specific amendment to this policy concerning the use of derivatives or interest rate agreements that complies with the State Funding Board Guidelines.

Cost of Debt:

- All cost associated with the initial issuance or incurrence of debt, management and repayment of debt (including interest, principal, and fees or charges) shall be disclosed

prior to action by the Board of Mayor and Aldermen in accordance with the notice requirements stated above.

- In cases of variable interest or non-specified cost, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue.
- Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded (i.e. General Obligations bonds in context of the General Fund, Revenue bonds in context of the dedicated revenue stream and related expenditures, loans and notes).

Refinancing Outstanding Debt:

- The Town will refund debt when it is in the best financial interest of the Town to do so, and the Town Administrator shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The decision to refinance must be explicitly approved by the governing body, and all plans for current or advance refunding of debt must be in compliance with state laws and regulations.
- The Town Administrator will consider the following issues when analyzing possible refunding opportunities:
 1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
 2. Restructuring for Economic Purposes – The Town will refund debt when it is in the best financial interest of the Town to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt reserve payments, or to release reserve funds. Current refunding opportunities may be considered by the Town Administrator if the refunding generates positive present value savings, and the Town Administrator must establish a minimum present value savings threshold for any refinancing.
 3. Term of Refunding Issues – The Town will refund bonds within the term of the originally issued debt. However, the Town administrator may consider maturity extension, when necessary to achieve a desired outcome, provided such extension is legally permissible. The Town Administrator may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.
 4. Escrow Structuring – The Town shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the Town from its own account.
 5. Arbitrage – The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.

Professional Services:

The Town shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the Town and the ledger or conduit issuer, if any. This includes "soft" cost or compensations in lieu of direct payments.

- Counsel: The Town shall enter into an engagement letter agreement with each layer or law firm representing the Town in a debt transaction.
- Financial Advisor: The Town shall enter into a written with each person or firm serving as financial advisor for debt management and transactions.
 - Whether in a competitive sale or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance or broker any other debt transactions for the Town.
- Underwriter: The Town shall require the Underwriter to clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the Town with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's length commercial transaction and that it has financial and other interests that differ from these of the Town. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Board of Mayor and Aldermen in advance of the pricing of the debt.

Conflicts:

- Professionals involved in a debt transaction hired or compensated by the Town shall be required to disclose to the Town existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, liquidity or credit enhancement provider, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Town to appreciate the significance of the relationship.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

Review of Policy:

This policy shall be reviewed at least annually by the Board of Mayor and Aldermen with the approved of the annual budget. Any amendments shall be considered and approved in the same process as the initial adoption of this Policy, with opportunity for public input.

Compliance:

The Town Administrator is responsible for ensuring compliance with this policy.

Town of Thompson's Station, Tennessee
Debt Policy
As of February 9, 2021

The purpose of this debt policy is to establish a set of parameters by which debt obligations will be undertaken by the Town of Thompson's Station, Tennessee. This policy reinforces the commitment of the Town and its officials to manage the financial affairs of the Town so as to minimize risk, avoid conflicts of interest and ensure transparency while still meeting the capital needs of the Town. A debt management policy signals to the public and the rating agencies that the Town is using a disciplined and defined approach to financing capital needs and fulfills the requirements of the State of Tennessee regarding the adoption of a department management policy.

The goal of this policy is to assist decision makers in planning, issuing and managing debt obligations by providing clear direction as to the steps, substance and outcomes desired. In addition, greater stability over the long-term will be generated by the use of consistent guidelines in issuing department.

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Transparency:

- The Town shall comply with legal requirements for notice and for public meetings related to debt issuance.
- All notices shall be posted in the customary and required posting locations, including as required in local newspapers and websites.
- All cost (including principal, interest, issuance, continuing, and one-time) shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other Stakeholders in a timely manner.
- The terms and life of each debt issue shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other stakeholders in a timely manner.

- A debt service schedule outlining the rate of retirement for the principal amount shall be clearly presented and disclosed to the citizens, Board of Mayor and Aldermen, and other Stakeholders in a timely manner.

Role of Debt:

- Long-Term debt shall not be used to finance current operations. Long-term debt may be used for capital purchases or construction identified through the capital improvement, regional development, transportation, or master process or plan. Short-term debt may be used for certain projects and equipment financing as well as for operational borrowing; however, the Town will minimize the use of short-term cash flow borrowings by maintaining adequate working capital and close budget management.
- In accordance with Generally Accepted Accounting Principles and state law,
 1. The maturity of the underlying debt will not be more than the useful life of the assets purchased or built with the debt, not to exceed 30 years; however, an exception may be made with respect to federally sponsored loans, provided such an exception is consistent with law and accepted practices.
 2. Debt issued for operating expenses must be repaid within the same fiscal year of issuance or incurrence.

Types and Limits of Debt:

- The limitation on total outstanding debt must be reviewed prior to the issuance of any new debt.
- The Town's total outstanding debt obligation will be monitored and reported to the Board of Mayor and Aldermen by the Town Administrator. The Town Administrator shall monitor the maturities and terms and conditions of all obligations to ensure compliance. The Town Administrator shall also report to the Board of Mayor and Aldermen any matter that adversely affects the credit or financial integrity of the Town.
- The Town is authorized to issue General Obligation bonds, Revenue bonds, TIFs, loans, notes and other debt allowed by law.
- The Town will seek to structure debt with level or declining debt service payments over the life of each individual bond issue or loan.
- As a rule, the Town will not backload, use "wrap-around" techniques, balloon payments or other exotic formats to pursue the financing of projects. When refunding opportunities, natural disasters, other non-general fund revenues, or other external factors occur, the Town may utilize non-level debt methods. However, the use of such methods must be thoroughly discussed in a public meeting and the mayor and governing body must determine such use is justified and in the best interest of the Town.
- The Town may use capital leases to finance short-term projects.
- Bonds backed with a general obligations pledge often have lower rates than revenue bonds. The Town may use its General Obligation pledge with revenue bond issues when the populations served by the revenue bond projects overlap or significantly are the same as the property tax base of the Town. The Board of Mayor and Aldermen and

management are committed to maintaining rates and fee structures of revenue supported debt at levels that will not require a subsidy from the Town's General Fund.

Use of Variable Rate Debt:

- The Town recognized the value of variable rate debt obligations and that municipalities have greatly benefitted from the use of variable rate debt in the financing of needed infrastructure and capital improvements.
- However, the Town also recognizes there are inherent risks associated with the use of variable rate debt and with implement steps to mitigate these risks; including:
 1. The Town will annually include in its budget an interest rate assumption for any outstanding variable rate debt that takes market fluctuations affecting the rate of interest into consideration.
 2. Prior the entering into any variable rate debt obligation that is backed by insurance and secured by a liquidity provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional cost that might be incurred should the insurance fail.
 3. Prior to entering into any variable rate debt obligation that is backed by a letter of credit provider, the Board of Mayor and Aldermen shall be informed of the potential affect on rates as well as any additional costs that might be incurred should the letter of credit fail.
 4. Prior to entering into any variable rate debt obligation, the Board of Mayor and Aldermen will be informed of any terms, conditions, fees, or other cost associated with the prepayment of variable rate debt obligations.
 5. The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any variable rate debt obligation.

Use of Derivatives:

- The Town chooses not to use derivative or other exotic financial structures in the management of the Town's debt portfolio.
- Prior to any reversal of this provision:
 1. A written management report outlining the potential benefits and consequences of utilizing these structures must be submitted to the Board of Mayor and Aldermen; and
 2. The Board of Mayor and Aldermen must adopt a specific amendment to this policy concerning the use of derivatives or interest rate agreements that complies with the State Funding Board Guidelines.

Cost of Debt:

- All cost associated with the initial issuance or incurrence of debt, management and repayment of debt (including interest, principal, and fees or charges) shall be disclosed

prior to action by the Board of Mayor and Aldermen in accordance with the notice requirements stated above.

- In cases of variable interest or non-specified cost, detailed explanation of the assumptions shall be provided along with the complete estimate of total costs anticipated to be incurred as part of the debt issue.
- Costs related to the repayment of debt, including liabilities for future years, shall be provided in context of the annual budgets from which such payments will be funded (i.e. General Obligations bonds in context of the General Fund, Revenue bonds in context of the dedicated revenue stream and related expenditures, loans and notes).

Refinancing Outstanding Debt:

- The Town will refund debt when it is in the best financial interest of the Town to do so, and the Town Administrator shall have the responsibility to analyze outstanding bond issues for refunding opportunities. The decision to refinance must be explicitly approved by the governing body, and all plans for current or advance refunding of debt must be in compliance with state laws and regulations.
- The Town Administrator will consider the following issues when analyzing possible refunding opportunities:
 1. Onerous Restrictions – Debt may be refinanced to eliminate onerous or restrictive covenants contained in existing debt documents, or to take advantage of changing financial conditions or interest rates.
 2. Restructuring for Economic Purposes – The Town will refund debt when it is in the best financial interest of the Town to do so. Such refunding may include restructuring to meet unanticipated revenue expectations, achieve cost savings, mitigate irregular debt reservice payments, or to release reserve funds. Current refunding opportunities may be considered by the Town Administrator if the refunding generates positive present value savings, and the Town Administrator must establish a minimum present value savings threshold for any refinancing.
 3. Term of Refunding Issues – The Town will refund bonds within the term of the originally issued debt. However, the Town administrator may consider maturity extension, when necessary to achieve a desired outcome, provided such extension is legally permissible. The Town Administrator may also consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.
 4. Escrow Structuring – The Town shall utilize the least costly securities available in structuring refunding escrows. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the Town from its own account.
 5. Arbitrage – The Town shall consult with persons familiar with the arbitrage rules to determine applicability, legal responsibility, and potential consequences associated with any refunding.

Professional Services:

The Town shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the Town and the ledger or conduit issuer, if any. This includes "soft" cost or compensations in lieu of direct payments.

- Counsel: The Town shall enter into an engagement letter agreement with each lawyer or law firm representing the Town in a debt transaction.
- Financial Advisor: The Town shall enter into a written with each person or firm serving as financial advisor for debt management and transactions.
 - Whether in a competitive sale or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance or broker any other debt transactions for the Town.
- Underwriter: The Town shall require the Underwriter to clearly identify itself in writing (e.g., in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with the Town with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's length commercial transaction and that it has financial and other interests that differ from these of the Town. The Underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the Board of Mayor and Aldermen in advance of the pricing of the debt.

Conflicts:

- Professionals involved in a debt transaction hired or compensated by the Town shall be required to disclose to the Town existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, liquidity or credit enhancement provider, underwriter, counterparty, and remarketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Town to appreciate the significance of the relationship.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

Review of Policy:

This policy shall be reviewed at least annually by the Board of Mayor and Aldermen with the approved of the annual budget. Any amendments shall be considered and approved in the same process as the initial adoption of this Policy, with opportunity for public input.

Compliance:

The Town Administrator is responsible for ensuring compliance with this policy.



Town of Thompson's Station

Financial Analysis for Proposed Membrane Reactor Wastewater Facility

Steve Wyatt, Utility Operations Consultant

January 27, 2021 (revised)



Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

Table of Contents:

1. Description of proposed capital projects
2. MTAS concerns
3. MTAS conclusion and suggestions
4. MBR Cash Flow Projection discussion
5. MTAS Example A discussion (basically same data as MBR Cash Flow)
6. MTAS Example B discussion
7. MTAS C rate structures

Attachments:

1. MBR Cash Flow Projection (Electronic Copy)
2. MTAS Example A
3. MTAS Example B
4. MTAS C
5. Excerpt from Governmental Accounting, Auditing, and Financial Reporting
6. MTAS legal opinion concerning Utility billing cap

Description of proposed capital projects:

Thompson's Station is in the initial phases of building a Membrane Reactor Wastewater Treatment Facility. The Town contracted with the Municipal Technical Advisory Service for a review of the rates necessary to fund the proposed capital projects.

The Membrane Reactor (MBR) will replace the current wastewater lagoons utilized by the Town . The estimated cost of the MBR is \$15,400,000. The Town will utilize a loan to finance the project. The project is tentatively scheduled to be in service by FY 2023/24.

The capital project will increase operational expenses. Below is a conservative estimate of the new expenses. MTAS believes that actual annual expenses may be greater.

MBR estimated expenses:

MBR interest expense	154,000
MBR depreciation	205,000
Payroll additional staff	85,235
FICA	2,983
Medicare	682
MBR maintenance	150,000
Total	597,900

MTAS Concerns:

MTAS has five specific concerns with the Thompson's Station Cash Flow Plan:

1. The rates proposed in the plan has a cap for residential bills which is contrary to State law. A second issue with the rates is that commercial customers do not have a cap and are subject to a inclining rate volume charge per 1,000 gallons.

Attachment #6 is an MTAS legal opinion concerning the cap issue.

2. The plan relies heavily upon fees charged to new customers (Wastewater Impact Fee of \$9,757.08 due upon preliminary plat and Effluent Disposal Fee due upon building permit) to fund the utility. These fees are considered contributed capital. A portion of the Effluent Disposal Fee may be used in operational revenue when the physical tap is made, but only the actual amount that is collected of the expenses incurred used to make the tap. On the revised data sent to MTAS, Thompson's Station has projected that \$423,750 per year will be the Tap portion of the Effluent Disposal Fee. The balance of the fee is still a capital contribution. **MTAS did not use this "tentative" operational revenue in the projection.**

Thompson's Station passed Ordinance #2020-005 establishing these fees. A whereas clause in the ordinance specified that the Effluent Disposal Fee would be used as operational revenue. As stated above only a portion of this fee can be used

in operational revenue. Per G.A.A. P. (*Generally Accepted Accounting Principles*)

Below is an email from an MTAS attorney concerning the Effluent Disposal Fee as stated in the ordinance:

“While the Town can adopt any language in an ordinance that it desires, the language as well as the application of the language should comport with State and Federal law and in this case, also comport with acceptable auditing standards. Failure to do so will likely result in an audit finding. Based upon the comments from the finance consultants, the selection from the Blue Book that Kay provided, and a conversation that I just had with colleagues in the Comptroller’s office, I do not believe that the Town can count the entirety of the second fee collected as operating revenue, if the fee exceeds the Town’s costs. While I did not mention the Town by name, I explained the issue and Comptroller staff concur with our analysis. Additionally, I was told that what the Town is proposing will not help with regard to change in net position, which is consistent with what you have already told the Town. Apparently, this is a hot issue that the Comptroller’s office is looking at closely and they are asking questions when something looks off.”

This issue was addressed previously by the Towns auditor for the June 30, 2018, audit report:

NOTE 9 - PREPAID TAP FEES - In 2018, the Town purchased two parcels of land for \$480,000 (Hill property) and \$2,625,000 (Alexander property), respectively. As part of the agreement, the Town accepted \$1,116,000 from the seller for system development and tap fees for 310 taps related to the Hill Property and one other development. The Town also financed \$1,550,000 through a General Obligation Capital Outlay Note (See Note 8) for the Alexander property, approved for parks, open spaces and general infrastructure purposes. The Town anticipates using the property for drip fields. The remaining \$480,000 was paid through cash from the Wastewater Fund.

The Alexander property and related General Obligation Capital Outlay Note are recorded in the governmental activities due to the approved use of the property and related debt. The Hill property and related prepaid tap fees are recorded in capital

assets and deferred inflows of resources in the Wastewater Fund. The residential units and drip fields planned for the property are not expected to begin development for another two to three years, at which time the Town will be able to recognize the prepaid tap fees as revenue.

For further clarification on this issue the Town should contact the Comptroller's Office. *(The Blue Book attachment #5 also illustrates this point.)*

3. The amount of growth may be over-estimated for the 10-year period used in the plan.

4. The operational expenses for the MBR may be underestimated.

5. The plan does not produce a positive change in net position prior to capital contributions. The Thompson's Station plan appears to conflict with the current policy of the Water and Wastewater Financing Board.

The TCA defines, a "change in net position" to mean total revenues less all grants, capital contributions, and expenses. This means that the WWFB will no longer consider grant dollars and other capital contributions as revenue for the year but without reduction for any excluded non-cash items. Non-cash items are defined as changes to or implementation of pension and post-employment benefit standards required by the governmental accounting standards board.

There will probably be operational revenue generated from the Effluent Disposal Fee as taps are installed to structures, but MTAS cannot predict the revenue that will be generated each year from this source.

MTAS Conclusion:

Thompson's Station is aware that the rates charged to customers for sewer service must increase to finance the proposed capital projects and operations. The Town has outlined a plan and MTAS has provided an alternative plan to accomplish these goals.

MTAS Suggestions:

- Remove the cap on Residential Rates.

- Adopt a rate structure that produces a positive change in net position prior to capital contributions.
- Eliminate the inclining block rate structure for commercial accounts
- Adopt a uniform cost per 1,000 gallons for all customers.
- Adopt a small annual increase in rates. This annual increase can be either a percentage from the Consumer Price Index for the previous 12 months as determined by the U.S. Department of Labor or a fixed percentage (*MTAS used 3% in the example*).
- Use the funds generated by the Wastewater Impact Fee and Effluent Disposal Fee to reduce debt.

Discussion sections

New MBR System Cash Flow Projections is Attachment 1 in Electronic form

Thompson's Station provided MTAS an Excel spreadsheet labeled "New MBR System Cash Flow Projections". On January 25, Thompson's Station sent MTAS a revised spreadsheet.

The spreadsheet shows a positive change in net position after capital contributions through FY2031 along with a slow increase in cash.

MTAS Example A

This analysis uses information provided in "**New MBR System Cash Flow Projections**" along with some more detailed information provided by Thompson's Station. The example is in the format of the Statement of Revenue, Expenses and Net Position as shown in audits. The purpose is to give a more direct comparison of the Cash Flow Plan and the MTAS suggestion.

The example shows a negative change in net position without capital contribution in the 2023 projection. The negative change continues through 2025. When the fees for new lots are added, (i.e. Capital Contribution) the change in net position becomes positive.

MTAS Example B

This analysis has the same expenses as Example A with a new rate structure. The new rate structure is effective July 1, 2022. MTAS's proposal produces a positive change in net position prior to capital contributions.

The new rate structure does not have a cap on residential bills. The monthly base becomes \$29.00. The current declining fee structure is eliminated and replaced with a uniform cost per 1,000 gallons of sewer set at \$8.10. There are annual 3% increases in all rates starting July 1, 2023.

MTAS used these assumptions:

- The number of sewer customers starting on July 1, 2022 would be 2,200.
- The volume of sewer sold per year starting July 1, 2022 would be 147,745,000 gallons.
- Growth of the system would be at least 5%.

MTAS Example C

This analysis compares current rates to the proposed MTAS rates. The rates as shown in this example should be implemented no later than July 1, 2022.



Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

mtas.tennessee.edu

Town of Thompson's Station**Example A****Wastewater Review 2021 (revised Jan 27, 2021)***Utilizing data from New MBR System Cash Flow, Jan 2021 revision**year ending June 30,***Revenues**

Charges to customers - wastewater

Residential wastewater fee from cash flow projection

commercial wastewater fee from cash flow projection

other

Penalties

septage disposal fee

returned check

misc.

Total Revenues**Operating Expenses**

Salaries

Payroll taxes and benefits

Repair and maintenance

Permits and licenses

Supplies

Testing

Utilities

Insurance

Professional and consulting fees

Other

Total supply and operations

Depreciation

	Audit 2018	Audit 2019	<i>revised</i> Audit 2020	Budget 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025
Charges to customers - wastewater	957,749	1,104,491	1,230,406	1,288,366				
Residential wastewater fee from cash flow projection					1,267,200	1,353,600	1,440,000	1,526,400
commercial wastewater fee from cash flow projection					257,673	257,673	257,673	257,673
other					24,950	24,950	24,950	24,950
Penalties	14,972	35,509	19,435	15,000				
septage disposal fee				9,600				
returned check								
misc.			21,811	350				
Total Revenues	972,721	1,140,000	1,271,652	1,313,316	1,549,823	1,636,223	1,722,623	1,809,023
Operating Expenses								
Salaries	115,663	123,502	223,961					
Payroll taxes and benefits	14,855	15,013	15,456					
Repair and maintenance	63,565	62,413	45,032					
Permits and licenses	4,021	4,828	4,947					
Supplies	2,448	1,680	12,571					
Testing	2,150	3,255	3,187					
Utilities	84,327	79,315	92,111					
Insurance	26,154	9,211	37,978					
Professional and consulting fees	251,305	121,826	151,534					
Other	18,625	25,643	20,041					
Total supply and operations	583,113	446,686	606,818					
Depreciation	405,050	451,588	446,368					

Town of Thompson's Station

Wastewater Review 2021 (revised Jan 25, 2021)

Example A continued

	Audit 2018	Audit 2019	Audit 2020	Budget 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025
Payroll				242,150	250,625	259,397	268,476	277,873
Payroll Taxes FICA				15,013	15,538	16,082	16,645	17,228
Payroll Taxes Medicare				3,269	3,383	3,502	3,624	3,751
Payroll Taxes SUTA				630	652	675	698	723
Insurance Employee Medical				18,000	18,630	19,282	19,957	20,655
Employee Retirement				6,182	6,398	6,622	6,854	7,094
Staff PTO Balance				10,000	10,350	10,712	11,087	11,475
Permits and Fees				6,000	6,210	6,427	6,652	6,885
Laboratory Testing				4,000	4,140	4,285	4,435	4,590
Supplies				5,000	5,175	5,356	5,544	5,738
Repair and maintenance				75,000	77,625	80,342	83,154	86,064
Postage and freight				9,000	9,315	9,641	9,978	10,328
Billing				8,000	8,280	8,570	8,870	9,180
Utilities Electric				85,000	87,975	91,054	94,241	97,539
Utilities Water				6,000	6,210	6,427	6,652	6,885
Telecommunications				3,600	3,726	3,856	3,991	4,131
Insurance				20,000	20,700	21,425	22,174	22,950
Professional Legal				30,000	31,050	32,137	33,262	34,426
Professional consulting engineers				100,000	103,500	50,000	51,750	53,561
Professional Auditor				2,500	2,588	2,678	2,772	2,869
Professional Other				40,000	41,400	42,849	44,349	45,901
Bank Charges				250	259	268	277	287
Other expenses				1,000	1,035	1,071	1,109	1,148
Depreciation				530,000	530,000	915,000	915,000	915,000
<i>Payroll Additional staff for new MBR</i>						85,235	88,218	91,306
<i>Payroll Taxes FICA for new MBR</i>						2,983	3,087	3,195
<i>Payroll Taxes Medicare for new MBR</i>						682	706	731
<i>maintenance (engineering firm estimate of new expenses for MBR)</i>						150,000	155,250	160,684
Total operating expenses	988,163	898,274	1,053,186	1,220,594	1,244,765	1,836,559	1,868,814	1,902,197
Operating gain (loss)	(15,442)	241,726	218,466	92,722	305,058	(200,336)	(146,190)	(93,174)
Non-Operating Income (Expenses)								
Interest expense page 35 of 2019 audit	(15,042)	(12,310)	(9,572)	(6,692)	(3,970)	(1,248)		
<i>MBR interest expense (revised Jan 2021)</i>						(154,000)	(149,573)	(145,101)
Interest income	11,136	18,420	19,807	15,000	15,000	15,000	15,000	15,000
Other income	26,032							
Total Non-Operating Income (Expenses) without Capital Contributions	22,126	6,110	10,235	8,308	11,030	(140,248)	(134,573)	(130,101)
Change in Net Position without Capital Contributions	6,684	247,836	228,701	101,030	316,088	(340,584)	(280,763)	(223,275)
Capital Contributions								
Capital Contributions	1,861,468							
Tap fees	531,514	502,500	743,400	312,500				
New building "Effluent Fee"				847,500	847,500	847,500	847,500	847,500
Tap fee new development				2,408,800				3,414,950
Change in Net Position with Capital Contributions	2,399,666	750,336	972,101	3,669,830	1,163,588	506,916	566,737	4,039,175

Town of Thompson's Station

Example B

Wastewater Review 2021 (revised Jan 27, 2021)

no max on residential bill

			<i>revised</i>					
	Audit	Audit	Audit	Budget	Projected	Projected	Projected	Projected
<i>year ending June 30,</i>	2018	2019	2020	2021	2022	2023	2024	2025
Revenues								
Charges to customers - wastewater	957,749	1,104,491	1,230,406	1,288,366	1,267,200			
<i>Base fee of \$29.00 per month for 2200 customers effective July 1, 2022</i>						765,600	803,880	844,074
<i>Cost of living increase July 1, 2023 of 3%</i>							24,116	25,322
<i>Cost of living increase July 1, 2024 of 3%</i>								26,082
<i>Volume charge for \$8.10 per 1,000 gallons effective July 1, 2022</i>						1,196,733	1,256,570	1,319,398
<i>Cost of living increase July 1, 2023 of 3%</i>							37,697	39,582
<i>Cost of living increase July 1, 2024 of 3%</i>								40,769
Penalties	14,972	35,509	19,435	15,000	257,673	15,000	15,000	15,000
septage disposal fee				9,600	24,950	9,600	9,600	9,600
returned check								
misc.			21,811	350				
Total Revenues	972,721	1,140,000	1,271,652	1,313,316	1,549,823	1,986,933	2,146,863	2,319,827
Operating Expenses								
Salaries	115,663	123,502	223,961					
Payroll taxes and benefits	14,855	15,013	15,456					
Repair and maintenance	63,565	62,413	45,032					
Permits and licenses	4,021	4,828	4,947					
Supplies	2,448	1,680	12,571					
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Professional and consulting fees	251,305	121,826	151,534					
Other	18,625	25,643	20,041					
Total supply and operations	583,113	446,686	606,818					
Depreciation	405,050	451,588	446,368					

Town of Thompson's Station

Wastewater Review 2021 (revised Jan 25, 2021)

Example B continued

	Audit 2018	Audit 2019	Audit 2020	Budget 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025
Payroll				242,150	250,625	259,397	268,476	277,873
Payroll Taxes FICA				15,013	15,538	16,082	16,645	17,228
Payroll Taxes Medicare				3,269	3,383	3,502	3,624	3,751
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Staff PTO Balance				10,000	10,350	10,712	11,087	11,475
Permits and Fees				6,000	6,210	6,427	6,652	6,885
Laboratory Testing				4,000	4,140	4,285	4,435	4,590
Supplies				5,000	5,175	5,356	5,544	5,738
Repair and maintenance				75,000	77,625	80,342	83,154	86,064
Postage and freight				9,000	9,315	9,641	9,978	10,328
Billing				8,000	8,280	8,570	8,870	9,180
Utilities Electric				85,000	87,975	91,054	94,241	97,539
Utilities Water				6,000	6,210	6,427	6,652	6,885
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Professional consulting engineers				100,000	103,500	50,000	51,750	53,561
Professional Auditor				2,500	2,588	2,678	2,772	2,869
Professional Other				40,000	41,400	42,849	44,349	45,901
Bank Charges				250	259	268	277	287
Other expenses				1,000	1,035	1,071	1,109	1,148
Depreciation				530,000	530,000	915,000	915,000	915,000
Payroll Additional staff						85,235	88,218	91,306
Payroll Taxes FICA						2,983	3,087	3,195
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maintenance (engineering firm estimate of new expenses for MBR)						150,000	155,250	160,684
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Non-Operating Income (Expenses)								
Interest expense page 35 of 2019 audit	(15,042)	(12,310)	(9,572)	(6,692)	(3,970)	(1,248)		
<i>MBR interest expense (revised Jan 2021)</i>						(154,000)	(149,573)	(145,101)
Interest income	11,136	18,420	19,807	15,000	15,000	15,000	15,000	15,000
Other income	26,032							
Total Non-Operating Income (Expenses) without Capital Contributions	22,126	6,110	10,235	8,308	11,030	(140,248)	(134,573)	(130,101)
Change in Net Position without Capital Contributions	6,684	247,836	228,701	101,030	316,088	10,126	143,476	287,529
Capital Contributions								
Capital Contributions	1,861,468							
Tap fees	531,514	502,500	743,400	312,500				
New building "Effluent Fee"				847,500	847,500	847,500	847,500	847,500
Tap fee new development				2,408,800				3,414,950
Change in Net Position with Capital Contributions	2,399,666	750,336	972,101	3,669,830	1,163,588	857,626	990,976	4,549,979

Town of Thompson's Station

Wastewater Review 2021 (revised Jan 27, 2021)

Example C

	Current Rates	Rates effective July 1, 2022	Rates effective July 1, 2023	Rates effective July 1, 2024
Minimum bill	\$17.20	\$29.00	\$29.87	\$30.77
Uniform cost per 1,000 gallons		\$8.10	\$8.34	\$8.59
0-8,000 gallons (per 1,000 gallons)	\$7.47			
8,001 to 20,000 gallons (per 1,000 gallons)	\$9.46			
20,001 gallons or greater (per 1,000 gallons)	\$11.83			

NOTE:

Residential accounts are limited to a maximum of \$55.00 per month

Non-residential accounts have no maximum limit

There is no cap in the MTAS proposed rates

Connection fees

When new customers wish to join an existing utility system, they normally must pay a *connection fee*, also commonly known as a *system development fee* or *tap fee*. Typically, a portion of that fee is designed to recover the cost initially incurred to provide the new customer access to the existing system ("hook up"). The balance of the fee normally is intended to recover the incremental cost of expanding existing service capacity to meet the needs of new customers.

The two portions of a connection fee just described are treated differently for accounting and financial reporting purposes. Costs associated with "hooking up" a new customer are reported as an *operating expense* of the period; therefore, the portion of a connection fee designed to recover those costs is properly classified as *operating revenue*. Conversely, the balance of the fee is properly classified either as a *capital contribution* or as a *nonoperating revenue*.²⁸

Impact/developer fees

Private-sector development (new subdivisions and office parks) may result in a government having to incur substantial additional capital costs (new infrastructure and parks). Sometimes governments are able to recover a portion of this additional cost from developers in the form of *impact fees* (or *developer fees*). An impact fee meets the definition of an imposed nonexchange revenue,²⁹ meaning that a receivable should be recognized as soon as an enforceable legal claim has been established. Developers frequently are required to deposit fees in advance. If so, revenue is recognized only at the point the fees become nonrefundable (essentially the point at which the government establishes its enforceable legal claim).

October 29, 2020

Legality of utility rate caps: Is it legal for a city governing body to place a cap on sewer or water charges that may be billed to users of the municipal sewer or water system?

No. State law requires that users of public utilities pay for the cost of the service received. Sewer and water rates are addressed in this language:

(a) The governing body of any city or town acquiring and operating a waterworks or sewerage system under this part has the power, and it is the governing body's duty, by ordinance, to establish and maintain *just and equitable rates* and charges for the use of and the service rendered by the waterworks or sewerage system, *to be paid by the beneficiary of the service*. The rates and charges shall be adjusted so as to provide funds sufficient to pay all reasonable expenses of operation, repair, and maintenance, provide for a sinking fund for payment of principal and interest of bonds when due, and maintain an adequate depreciation account, and the rates and charges may be readjusted as necessary from time to time by amendment to the ordinance establishing the rates then in force. Any upward adjustment of rates and charges for sewage services shall not be granted solely on the basis of increases of rates and charges for water services, but shall be made only after a finding by the governing body that such an adjustment is reasonable and justified; provided, that this restriction on any upward adjustment of rates and charges for water services shall not apply to counties with a metropolitan form of government. A copy of the schedule of the rates and charges so established shall be kept on file in the office of the board having charge of the operation of such works, and also in the office of the city or town clerk, and shall be open to inspection by all interested parties.

T. C. A. § 7-35-414 (emphasis added)

Municipal utility governing bodies only have authority to place a cap on the minimum base rate charge for sewer service, which is billed to all users and also charged to persons who refuse to hook up to the sewer system (known as the “ready to serve” fee):

(b) If any municipality in Tennessee adopts a sewer fee ordinance which includes a minimum base rate charge payable by all sewer users, it is declared the public policy of the state that such minimum base rate charge shall be considered to be a local tax upon sewer users in the same manner that local property taxes are so considered. However, user fees paid in excess of the minimum base rate charge that are related to the volume or strength of sewage discharged shall be considered as user fees in the same manner in which electrical, gas, or water consumption is related to actual use.

T. C. A. § 7-35-414 (emphasis added)

Note the highlighted language above, requiring that any charges in excess of the minimum base rate be treated as user fees and billed accordingly. This provision is mandatory. Any cap placed on sewer bills violates this law.

In addition, the law requires all municipal utilities to recover the cost of services through levying reasonable rates for users:

(a)(1) Notwithstanding any other law to the contrary, as a matter of public policy, municipal utility systems shall be operated on sound business principles as self-sufficient entities. **User charges, rates and fees shall reflect the actual cost of providing the services rendered.** No public works shall operate for gain or profit or as a source of revenue to a governmental entity, but shall operate for the use and benefit of the consumers served by such public works and for the improvement of the health and safety of the inhabitants of the area served.....

T.C.A. § 7-34-115 (emphasis added)

Due to such state law requirements, cities lack the authority to place a cap on any utility bill or utility user rates and are prohibited from doing such. The Tennessee Attorney General opined that cities may not give utility discounts to nonprofit or charitable entities. Tenn. Atty. Gen. Op. 97-127. In the leading state court opinion on the matter, the Tennessee Court of Appeals ruled:

the City has the duty to establish and maintain just and equitable rates, and it is specifically provided that such rates and charges shall be adjusted so as to provide funds sufficient to pay all reasonable expenses of operation, repair and maintenance, provide for a sinking fund for payment of principal and interest of bonds when due, and maintain an adequate depreciation account. It is further provided that such rates may be readjusted as necessary from time to time. Therefore, **the City had no power to bind itself to a rate for forty-five years which was not subject to increase to reflect the costs of increased capitalization of the system. The legislature imposed upon the City a continuing duty to revise rates to enable the system to be financially self-sufficient while maintaining an equitable rate structure.** City of Parsons v. Perryville Util. Dist., 594 S.W.2d 401, 407 (Tenn. Ct. App. 1979)(emphasis added)

City utility governing bodies have no authority to place caps on utility bills or utility rates, and such actions violate state laws that require city utilities to remain self-sufficient.

CHAPTER 2

WASTEWATER SYSTEM USER RATES

SECTION

- 18-201. Rates and tap fees by governing body.
- 18-202. Vacant or un-built lots.
- 18-203. Maximum residential fee.
- 18-204. Adjustment of bills.
- 18-205. Failure to pay bill when due.

18-201. Rates and tap fees by governing body. User rates and tap fees for the town's wastewater treatment services are set by the board, subject to the limitations in this chapter. A schedule of the current user rates and tap fees shall be maintained in the town recorder's office.

18-202. Vacant or un-built lots. There shall be no minimum monthly rates charged for vacant or un-built lots. Monthly rates shall begin to be assessed upon issuance of a building permit and connection to the public water system, regardless of whether the structure is occupied. (Ord. #07-016, Jan. 2008)

18-203. Maximum residential fee. The maximum monthly sewer fee that will be assessed against one residential structure shall be fifty-five dollars (\$55.00). This maximum fee shall not apply to multi-unit structures, multi-family residences, multiple structures on the same property or any other circumstances where the residential structure represents more than one (1) residential unit. (Ord. #07-016, Jan. 2008)

18-204. Adjustment of bills. The town administrator shall have the authority to make adjustments to sewer bills upon application of a customer and upon a showing that the calculation based upon water use is inaccurate for that billing period. Such adjustments shall be limited to one time per twelve (12) month period per customer. (Ord. #07-016, Jan. 2008)

18-205. Failure to pay bill when due. Any payment not received by the due date shall be assessed a ten percent (10%) penalty on all unpaid fees. (Ord. #07-016, Jan. 2008)

ORDINANCE NO. 07-016

AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION TO ESTABLISH A CAP FOR RESIDENTIAL WASTEWATER CHARGES, TO PROVIDE FOR THE ADJUSTMENT OF WASTEWATER USER CHARGES UNDER CERTAIN CIRCUMSTANCES AND TO PROVIDE THAT USER RATES FOR WASTEWATER TREATMENT SERVICES SHALL BE ESTABLISHED BY RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN.

WHEREAS, the Town of Thompson's Station, Tennessee has previously established sewer user rates to provide for a self-sustaining wastewater treatment facility; and

WHEREAS, the Board of Mayor and Aldermen has decided that it is in the best interest of the Town to cap residential wastewater charges and to provide for the adjustment of wastewater user charges under certain circumstances and to provide that the user rates for wastewater treatment shall be established by resolution of the Board of Mayor and Aldermen.

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

Section 1. Prior ordinances. Upon the effective date of this ordinance, all prior ordinances and resolutions shall be repealed to the extent they are in conflict with this Ordinance.

Section 2. Vacant or un-built lots. There shall be no minimum monthly rates charged for vacant or un-built lots. Monthly rates shall begin to be assessed upon issuance of a building permit and connection to the public water system, regardless of whether the structure is occupied.

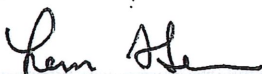
Section 3. Maximum residential fee. The maximum monthly sewer fee that will be assessed against one residential structure shall be \$55.00. This maximum fee shall not apply to multi-unit structures, multi-family residences, multiple structures on the same property or any other circumstances where the residential structure represents more than one residential unit.

Section 4. Adjustment of fees. The Town Administrator shall have the authority to make adjustments to sewer bills upon application of a customer and upon a showing that the calculation based upon water use is inaccurate for that billing period. Such adjustments shall be limited to one time per 12 month period per customer.

Section 5. Rate fee schedule set by Resolution. The Board of Mayor and Aldermen shall establish, and may amend, the sewer use rate fee schedule by resolution. It is the specific intent of this Ordinance to allow for the establishment of all sewer user fees by Resolution; however, all rates previously established by Ordinance No. 06-009 shall remain in effect until amended by a subsequent Resolution passed by the Board so that there shall be no lapse in the application of such fees. All other existing fees including sewer tap fees shall not be affected by this Ordinance.

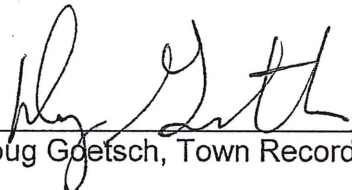
Section 6. Late fees. Any payment not received by the due date shall be assessed a ten percent (10%) penalty on all unpaid fees.

Section 7. Effective date. This ordinance shall take effect upon its passage on final reading by the governing body and upon publication in a newspaper of general circulation, the public welfare requiring.



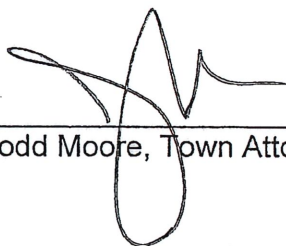
Leon Heron, Mayor

ATTEST:



Doug Goetsch, Town Recorder

APPROVED AS TO FORM AND LEGALITY:



Todd Moore, Town Attorney

Passed first reading: November 13, 2007

Passed second reading: January 8, 2008

Wastewater Rate Comparison

		Sewer	TOTAL	Gallons
Spring Hill (11/19)	based on gallons			
	Base Rate	\$12.07		5000
	per 1000	\$4.52	\$22.60	
			\$34.67	
			34.67	
Franklin - city	0-1000	\$20.03		5000
	over 1-14	\$6.41	\$25.64	
			\$45.67	
			45.67	
Franklin - outside	0-1000	\$25.11		5000
	over 1-14	\$9.80	\$39.20	
			\$64.31	
			64.31	
Nashville		Sewer		5000
1 inch meter	Base	\$46.58		(~6ccf)
	per ccf	\$5.85	\$35.10	
			\$81.68	
			81.68	

	Proposed	Current Rate
	Rate/1000 gal	
Base	\$29.00	\$0.00
Gallons	4200	\$50.02
Calculation	(4200 x 8.10 = sum/1000)	
Total Fee	\$63.02	\$50.02
Base	\$29.00	\$0.00
Gallons	7500	\$55.00
Calculation	(7500 x 8.10 = sum/1000)	
Total Fee	\$89.75	\$55.00

ORDINANCE NO. 2021-005

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND ORDINANCE NOS. 07-016 AND 10-007 AND TITLE 18, CHAPTER 2 OF THE
THOMPSON'S STATION'S MUNICIPAL CODE REGARDING WASTEWATER SYSTEM
USER RATES**

WHEREAS, the Utility Board and Town Staff for the Town of Thompson's Station is recommending based on a report from the Municipal Technical Assistant Services (MTAS) an amendment to certain provisions of the Town's Ordinance Nos. 07-016 and 10-007 and Subsection 18-203 of Title 18, Chapter 2 of the Municipal Code for the Town of Thompson's Station, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of amendments to Ordinance Nos. 07-016 and 10-007 and Subsection 18-203 of Title 18, Chapter 2 as proposed herein to remove the maximum monthly residential sewer fee of user rate of \$55.00.

WHEREAS, the Board of Mayor and Alderman understand there exist growth in the population of the Town, and further, understand the occurrence of expansion of development to accommodate that growth in population, and further recognize a greater demand for wastewater treatment needs as a result of the growth and expansion; and

WHEREAS, the Board of Mayor and Alderman further have for consideration an increase of wastewater user rates to a base rate of \$29.00 and a uniform cost per gallon of 1,000 gallons of sewer set at \$8.10, effective starting July 1, 2022. Additionally, there would be a bi-annual review starting on or about January 1, 2023, for the purpose of consideration of the need for a rate increase based on the evaluation of the operational expense and associated cost of the regional treatment facility.

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to amend the language of Ordinance No. 07-016, Section 3 and Ordinance No. 10-007, Section 2, to remove the language of the use of "Residential and Nonresidential uses: 107.5 % of water fees and Maximum Residential Maximum Residential Fee: \$55.00" and of the "Maximum Monthly Residential Fee: \$55.00"; respectively, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of Town to amend the current language in Subsection 18-203 of Title 18, Chapter 2, entitled, "Maximum Residential Fee" in its entirety and replace with the language as provided hereinafter; and

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 Ordinance No. 07-016, Section 3, and Ordinance No. 10-007, Section 2 is amended, as provided hereinafter, and Subsection 18-203 of Title 18, Chapter 2 is amended with replacement language as provided hereinafter.

Section 2. That Ordinance No.07-016, Section 3, entitled "Maximum Residential Fee" be struck in its entirety.

Section 3. That Ordinance No. 10-007, Section 2, *User Rates*, is amended by striking the below language from the Ordinance:

Maximum Monthly Residential Fee: \$55.00

Section 4. That Title 18, Chapter 2, Subsection 18-203 is amended to remove the following language and to insert replacement language as provided:

Maximum residential fee: The maximum monthly sewer fee that will be assessed against one residential structure shall be fifty-five dollars (\$55.00). This maximum fee shall not apply to multi-unit structures, multi-family residences, multiple structures on the same property or any other circumstances where residential structures represents more than one (1) residential unit. (Ord. #07-016, Jan.2008)

Replacement language as follows:

Residential and Nonresidential User Rates:

Residential and Nonresidential wastewater user rates shall be set as follows:

A base rate is set at the amount of \$29.00 per user.

A uniform cost per 1,000 gallons of sewer used is set at a rate of \$8.10 per 1,000 gallons.

The rates shall be effective starting July 1, 2022. Additionally, there shall be a bi-annual review starting on or about January 1, 2023, for the purpose of consideration of the need for a rate increase based on the evaluation of the operational expense and associated cost of the regional treatment facility.

Section 5. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

Section 6. If any section or part of the 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 Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 7. This ordinance shall take effect upon the final reading as prescribed in the ordinance and approval 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 _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney