

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

Meeting Called To Order

Pledge Of Allegiance

Minutes-

Consideration Of The January 8, 2019 Regular Meeting Minutes

Documents:

[01082019 MINUTES.PDF](#)

Public Comments-

Appointments:

Design Review Commission Appointments

Board Of Zoning Appeals Appointments

Crosslin Presentation Regarding The Town Of Thompson's Station Audit

Unfinished Business:

1. Public Hearing And Second Reading Of Ordinance 2018-014: An Ordinance Of The Town Of Thompson's Station, Tennessee To Amend Sections 1.2.6 The Transect; 1.3 Definitions; And 4.5.2 General Transect Zone Restrictions In The Land Development Ordinance

Documents:

[ORD 2018-014 LDO AMEND G. SHEPARD.PDF](#)

[ORD 2018-014 GRAHAM LDO AMEND MEMO 3.PDF](#)

[ORD 2018 -014 PLACEMAKERS MEMO LDO AMEND.PDF](#)

2. Public Hearing And Second Reading Of Ordinance 2019-001: An Ordinance Of The Town Of Thompson's Station, Tennessee To Amends The Land Development Ordinance To Revise Section 4.10.C Addressing Garage Standards For Single Family Residences And To Amend Table 4.12 To Increase The Lot Width Within The D3 Zoning District To 55 Feet

Documents:

[ORDINANCE 2019-001 LENNAR LDO AMEND GARAGE.PDF](#)

3. Public Hearing And Second Reading Of Ordinance 2019-002: An Ordinance To Amend Title 18 Of The Town Of Thompson's Station, Tennessee Municipal Code By Establishing A Utilities Board To Act As The Wastewater Board Of The Town

Documents:

[ORD 2019 -002 UTILITIES.PDF](#)

4. Resolution 2019-003: A Resolution Of The Town Of Thompson's Station, Tennessee Approving A Professional Services Contract With Barge Design Solutions, Inc. For Engineering Services Related To The Repair Of Cell #1 At The Regional Wastewater Facility

Documents:

[WASTEWATER REPAIR CONTRACT_BARGE.PDF](#)
[RESOLUTION 2019-003 BARGE CELL 1 REPAIR.PDF](#)

New Business:

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

Documents:

[ORDINANCE 2019-003 NC AMEND.PDF](#)
[ORDINANCE 2019-003 STAFF REPORT.PDF](#)

6. Resolution 2019-006: A Resolution Approving A Contract With Barge Design Solutions, Inc, For Engineering Services Related To The Preparation Of A Major Thoroughfare Plan And To Authorize The Mayor To Sign The Contract

Documents:

[RESO 2019-006 BARGE MAJOR THOROUGHFARE PLAN.PDF](#)
[RESO 2019-006 BARGE MTP CONTRACT.PDF](#)
[RESO 2019-006 MTP SCOPE OF SERVICES.PDF](#)
[2019.02.06 BARGE PSA FOR MTP.PDF](#)

7. Resolution 2019-007: A Resolution Approving A Contract With Duncan & Associates For The Preparation Of A Road Impact Fee And A Park Impact Fee And To Authorize The Mayor To Sign The Contract

Documents:

[RESO 2019-007 IMPACT FEE CONTRACT APPROVAL DUNCAN.PDF](#)
[RESO 2019-007 CONTRACT FOR IMPACT FEES.PDF](#)

8. Ordinance 2019-004: Amends Annual Budget For FY Beginning July 1, 2018 And Ending June 30, 2019. First Reading

Documents:

[2019-004 FY19 BUDGET ORD REVISION.PDF](#)
[ORD 2019-004 BACKUP.PDF](#)

Announcements/Agenda Requests

Adjourn

Information Only:

Finance Report

Documents:

[FEBRUARY BUDGET.PDF](#)

January 2019 Permits Report

Documents:

[JANUARY 2019 PERMITS.PDF](#)

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

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
January 8, 2019

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Tuesday, January 8, 2019 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Brian Stover; Town Planner Wendy Deats; Finance Director Steve Banks; Town Attorney Todd Moore; Assistant Town Administrator Caryn Miller and Town Clerk Jennifer Jones.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the November 1, 2018 Special Session, the November 13, 2018 Regular Meeting and the December 11, 2018 Special Session were presented.

After discussion, Alderman Bell made a motion to approve the minutes of the November 1, 2018 Special Session, the November 13, 2018 Regular Meeting and the December 11, 2018 Special Session. The motion was seconded and approved by all.

Public Comments:

None.

Board Appointments:

Parks:

Mrs. Deats recommended the following to the Parks Board:
Jim Van Vleet with an expiring term of 2021; Larry Simmons with an expiring term of 2021; Miriam Wiggins with an expiring term of 2020; Gia Card with an expiring term of 2020; Ward Engle with an expiring term of 2019; and David Coleman with an expiring term of 2019.

Alderman Stover made a motion to approve Mrs. Deats recommendations to the Parks Board. The Motion was seconded and approved by all.

Design Review Committee: Deferred until February 12, 2019 meeting.

Board of Zoning Appeals: Deferred until February 12, 2019 meeting.

Unfinished Business:

1. Wastewater Request -

- a. Tri Star**
- b. Holt.**

Charleton Bell representing Tri Star came forward to speak on behalf of the applicant.

Alderman Bell recused himself from the vote due to a conflict of interest.

After discussion, Alderman Stover made a motion to defer both requests until the May 2019 Board of Mayor and Alderman meeting. The motion was seconded and approved by all participating in the vote.

2. Second Reading and Public Hearing of Ordinance 2018-017 – An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to approve a Revised Plan for the event venue at 4520 Graystone Quarry Lane (off of Harpeth School Road) and to approve Graystone’s Draft State Wastewater Permit.

Mrs. Deats reviewed her report and the Planning Commission recommended that the Board of Mayor and Aldermen adopt an ordinance amending the specific plan with the following contingencies:

1. Prior to the issuance of any permits, the amendment to the specific plan shall be complete.
2. Prior to the issuance of a building permit, the applicant shall obtain approval for the buildings from the DRC.
3. Prior to the issuance of building permits, the applicant shall obtain approval for a new private onsite wastewater treatment system.
4. Any change of use or expansion of the project site shall conform to the requirements set forth within the Land Development Ordinance and shall be approved prior to the implementation of any changes to the project.

The Mayor then opened the Public Hearing for comment. There being none, the Public Hearing was then closed.

After discussion, Alderman Bell made a motion to approve Second Reading and Public Hearing of Ordinance 2018-017, an Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to approve a Revised Plan for the event venue at 4520 Graystone Quarry Lane (off of Harpeth School Road) to approve Graystone’s Draft State Wastewater Permit with the recommended contingences. The motion was seconded and approved by all.

3. Second Reading and Public Hearing of Ordinance 2018-018 – An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to close and abandon a portion of Baugh Road (Tax Map 145, Parcel 039.00)

Mrs. Deats reviewed her report and recommended that the Board approve second reading of Ordinance 2018-018.

The Mayor then opened the Public Hearing for comment. There being none, the Public Hearing was then closed.

After discussion, Alderman Bell made a motion to approve Second Reading and Public Hearing of Ordinance 2018-018 – An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to close and abandon a

portion of Baugh Road (Tax Map 145, Parcel 039.00) with the condition that a gate providing access for emergency vehicles be provided. The motion was seconded and approved by all.

New Business:

- 4. First Reading of Ordinance 2019-001 – An Ordinance of the Town of Thompson’s Station, Tennessee which amends the Land Development Ordinance to revise Section 4.10.c to reduce the required interior dimensions for garages.**

Mrs. Deats reviewed her report and Planning Commission recommends that the Board of Mayor and Aldermen retain existing standards for garage sizes within the LDO, provide an allowance for a 20 foot by 20 foot garage for all lots that receive final plat approval prior the effective date of the ordinance and change the minimum lot width standards within the D3 zoning district to 55 feet.

Kevin Sturgill with Lennar Homes came forward to speak on behalf of the applicant.

After discussion, Alderman Alexander made a motion to approve First reading of Ordinance 2019-001, an Ordinance of the Town of Thompson’s Station, Tennessee which amends the Land Development Ordinance to revise Section 4.10.c to reduce the required interior dimensions for garages and set a Second Reading and Public Hearing for February 12, 2019. The motion was seconded and carried by all.

- 5. Resolution 2019-001 – A Resolution to adopt the Tennessee Department of Transportation’s (TDOT’s) consultant selection policy for projects funded by the Federal Highway Administration (FHWA) or TDOT.**

After discussion, Alderman Bell made a motion to approve Resolution 2019-001, A Resolution to adopt the Tennessee Department of Transportation’s (TDOT’s) consultant selection policy for projects funded by the Federal Highway Administration (FHWA) or TDOT. The motion was seconded and approved by all.

- 6. Resolution 2019-002 – A Resolution of the Town of Thompson’s Station, Tennessee approving an additional services addendum number 1 to the existing contract with Barge Design Solutions, Inc. for engineering services related to the design of a wastewater subsurface dispersal system.**

Kenny Bond, Waste Water Operator for the Town of Thompson’s Station came forward to discuss the wastewater system.

Matthew Johnson with Barge Design came forward to discuss the contract.

After discussion, Alderman Stover made a motion to approve Resolution 2019-002, a Resolution of the Town of Thompson’s Station, Tennessee approving an additional services addendum number 1 to the existing contract with Barge Design Solutions, Inc. for engineering services related to the design of a wastewater subsurface dispersal system with the contingency that Barge provides the Town with a work schedule. The motion was seconded and approved by all.

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

Alderman Bell made a motion to defer Resolution 2019-003 until the February 12, 2019 Board Meeting. The motion was seconded and carried by all.

- 8. Resolution 2019-004 – A Resolution of the Town of Thompson’s Station, Tennessee to approve a Subdivision Development Agreement with Regent Homes for Phase 2A “Town Center” of Tollgate Village and authorize the Mayor to execute said agreement.**

Alderman Bell made a motion to approve Resolution 2019-004, A Resolution of the Town of Thompson’s Station, Tennessee to approve a Subdivision Development Agreement with Regent Homes for Phase 2A “Town Center of Tollgate Village and authorize the Mayor to execute said agreement. The motion was seconded and carried by all.

- 9. Resolution 2019-005 – A Resolution of the Town of Thompson’s Station, Tennessee to enter into an agreement with Duncan & Associates for an Impact Fee study and authorize the Mayor to execute said agreement.**

After discussion, Alderman Stover made a motion to approve Resolution 2019-005, A Resolution of the Town of Thompson’s Station, Tennessee to enter into an agreement with Duncan & Associates for an Impact Fee study and authorize the Mayor to execute said agreement. The motion was seconded and approved by all.

- 10. Ordinance 2019-002 – An Ordinance to Amend Title 18 of the Town of Thompson’s Station, Tennessee Municipal Code by establishing a Utilities Board to act as the Wastewater Board of the Town.**

After discussion, Alderman Bell made a motion to approve First Reading of Ordinance 2019-002, an Ordinance to Amend Title 18 of the Town of Thompson’s Station, Tennessee Municipal Code by establishing a Utilities Board to act as the Wastewater Board of the Town and set a Second Reading and Public Hearing for February 12, 2019. The motion was seconded and carried by a vote of 3 to 2 with Aldermen Alexander and Dilks casting the dissenting votes.

Adjourn

There being no further business, the meeting was adjourned at 8:58 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

ORDINANCE NO. 2018-014

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 1.2.6 (THE TRANSECT); SECTION 1.3 (DEFINITIONS) WITHIN THE LAND DEVELOPMENT ORDINANCE (ZONE AMEND 2018-005)

WHEREAS, the several changes are proposed to the text of the Town's Land Development Ordinance ("LDO");

WHEREAS, the Planning Commission has reviewed these proposed amendments and is recommending the changes as follows:

1.2.6 The Transect.

- a. That community should provide meaningful choices in residential living arrangements and, where appropriate, commercial enterprises as manifested by distinct physical environments.*

1.3 Definitions.

Commercial space: the total amount of area including all usable square footage for office and retail purposes, including ancillary areas such as restrooms, mechanical equipment and storage rooms subject to applicable state and local codes.

Residential space: total amount of area including heated living area and garage space measured in square feet inside a dwelling unit subject to applicable state and local codes.

Total space: combined amount of commercial space and residential space measured in square feet.

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: August 14, 2018

Passed Second Reading: _____

Submitted to Public Hearing on the 9th day of October, 2018, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 26th day of August 2018.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

Exhibit A



DATE: February 4, 2019

TO: Board of Mayor and Aldermen

FROM: Wendy Deats, Town Planner

SUBJECT: **2nd Reading Ordinance 2018-014** - Shepard Land Development Ordinance Amendment (Zone Amend: 2018-005)

Request

Aldermen Shepard has requested that the Planning Commission review and make recommendations on several sections of the Town's Land Development Ordinance.

On June 26, 2018, the Planning Commission reviewed the proposal and the staff report with recommended amendments.

On August 14, 2018, the Board of Mayor and Aldermen reviewed the recommended text and requested clarification of applicability to regulations for commercial and residential space definitions. The Board also requested a change to the definition for commercial building to create consistency with the language for residential space. Therefore, Staff has modified the proposed definitions for "commercial space" and "residential space" (see 1.3 Definitions). The proposed amendment as corrected/modified are as follows:

1.2.6 The Transect.

- a. **That community should provide meaningful choices in residential living arrangements and, where appropriate, commercial enterprises as manifested by distinct physical environments.**

1.3 Definitions.

Commercial space: the total amount of area including all usable square footage for office and retail purposes, including ancillary areas such as restrooms, mechanical equipment and storage rooms subject to applicable state and local codes.

Residential space: total amount of area including heated living area and garage space measured in square feet inside a dwelling unit subject to applicable state and local codes.

Total space: combined amount of commercial space and residential space measured in square feet.

The Board expressed concerns, as did Staff, at Planning Commission regarding the enforcement of the next sections for the proposed amendment. These sections contain an inclusion of a minimum percentage requirement for commercial space. Therefore, on Staff reached out to Placemakers who authored the transect zoning standards within the Town's Land Development Ordinance to discuss the possibility of working some language into the code to accommodate the request. However, Placemakers too has concerns over the implementation of this type of standard due to the high



percentages proposed and the difficulty of the enforcement/regulation such a standard. Staff agrees with the difficulty of implementing a standard based on total space as noted previously during discussions with the Planning Commission and the Board. Staff has considered the option for case by case project review or tracking based on land area, however, these options are problematic. Therefore, Staff recommended the two sections below (which are currently not in the code) be removed from consideration.

4.5.2 General Transect Zone Restrictions.

- b. Minimum required commercial space as a percentage of total space in a T5 district is 10%.**

4.5.4 Transect Zone Restrictions for G3 Sector (Town Center).

- a. Minimum required commercial space as a percentage of total space in the T5 district is 20%.**

On September 11, 2018, the Board of Mayor and Aldermen deferred the second reading to the October BOMA meeting directing Staff to work with Placemakers to reconsider the standard and provide information as it relates to the ability to implement the proposed standard. Staff contacted PlaceMakers again to further discuss the options for the amendment. Susan Henderson, Principal with Placemakers has prepared a memo for the Board of Mayor and Aldermen (see attached).

On October 9, 2018, the Board of Mayor and Aldermen deferred the item to the February meeting with the intent of holding a work session with Susan. Due to the holidays and schedules, Staff was unable to set up a work session.

Recommendation

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

Attachments

Ordinance 2018-014

PlaceMaker Memo dated 9/26/2018



REQUIRED RETAIL POSITION

To: Wendy Deats
From: Susan Henderson, PlaceMakers, LLC
Date: September 26, 18

Position

We understand the desire of the Board of Mayor & Aldermen to assure the Town Center develops into a mixed-use heart for the community. However, there are many administrative challenges and market realities that must be addressed under the current proposal.

Administrative Issues with Proposal

The Town Planner will be required to keep a database of all applications for the Town Center that catalogs total square footage per use. A change of use permit will be necessary, even for by-right uses, to assure the data is correct. This is a significant time commitment and will also require all applicants, and then all future owners/lessors to be diligent in providing updated information. With a limited staff, it isn't the most efficient use of their time.

The second, and potentially litigious, issue is the timeline of applicants. The last applicant will be required to correct the deficit, and with the available parcel size, this may not physically be possible. The order of application will become a race to be first, because of the desired flexibility of use, and this could undermine the Town's desire for quality projects.

Economic Issues with Proposal

To set a broad percentage, like 10% of the total area in T5, is virtually impossible with any basis in the regional, much less local market reality. We would never recommend this approach without a very detailed market study with experienced professionals since it's an arbitrary number that the market may never meet. With multistory buildings, the area multiplies, and 10% of the building area of the parcels in the Town Center can become a very large number. With the national implosion of retail under pressures from online stores, predicting the local market becomes even more challenging.

With record store closing in 2017 and the first half of 2018, brick and mortar retail is threatened nationally. In a context as rural as Thompson's Station, the density to support the proposed 10% will not occur for the foreseeable future, nor does the community really want the density that would

make it work. Even in downtown Franklin, there isn't that percentage of commercial space because it only works in concert with residential. Early Transect-based codes used to have a range for T5 that would say 10 - 30% commercial, but during the recession, this resulted in numerous cases of stalled development and empty shopfronts. Planners and politicians do not have the education or data to be able to predict, much less codify percentage of uses that will be economically successful. Picking a regulatory number will require constant amendments to adjust to the local economy, unless the goal is that nothing ever gets built.

This amendment will result in one of two things: no developer will opt into the advantages of the T-zones because they're smart enough to know it won't pencil and Thompson's Station will only get suburban applications on the fringes; or one or two developers may try it and the result will be lots of empty space in T5, along with devastating any future development in G3.

The G3 is the piece where the community really indicated wanting densification and development during the charrette, but under this system those are likely to be empty corners for a very long time. Because of the rural context, commercial has to follow residential, and it will be more like 3 – 5% of the total building area over both corners, if maximum density is permitted.

Alternatives

To assure the buildings can respond to increasing density over time, we sometimes use the tool of requiring buildings to be “retail ready.” This includes higher floor to ceiling heights on the first floor, required shopfronts, and fire-separation. This would assure the buildings could transition when the market is ready. In the case of the Town Center, we would suggest that buildings facing Thompson's Station Road or Columbia Pike be “retail ready” and avoid programming uses.

We would be very pleased to come to Thompson's Station for a BOMA/PC joint work session to look at implementable options, if that would be helpful.

Suggested reading: <https://planning.org/planning/2018/jul/retailrealities/>

ORDINANCE NO. 2019-001

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND THE LAND DEVELOPMENT ORDINANCE REGARDING MINIMUM
GARAGE SIZES FOR SINGLE-FAMILY RESIDENCES AND TO INCREASE THE
REQUIRED LOT WIDTH IN THE D3 ZONE TO FIFTY-FIVE (55') FEET**

WHEREAS, Town Staff and the Planning Commission is recommending changes to the text of the Town's Land Development Ordinance ("LDO") regarding the minimum required garage size for residential dwellings and to increase the minimum required lot width in D-3 zoning districts to 55 feet; and

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

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: January 8, 2019

Passed Second Reading: _____

Submitted to Public Hearing on the 12th day of February 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 13th day of January, 2019.

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

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT “A”

1. That **Section 4.10.1(c)** of the Land Development Ordinance be amended by deleting the current subsection (c) in its entirety and replacing it with the following language:

c. All single-family residences in subdivisions that receive construction plan approval 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 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 façade a minimum of 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 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.

2. That **Table 4.12** of the Land Development Ordinance be amended by deleting “50 ft. min.” after “Lot Width” on the table and replacing it with “55 ft. min.”

¹ The effective date of the ordinance to be inserted as a footnote in the LDO.

ORDINANCE NO. 2019-_____

**AN ORDINANCE TO AMEND TITLE 18 OF THE TOWN OF THOMPSON'S STATION,
TENNESSEE MUNICIPAL CODE BY ESTABLISHING A UTILITIES BOARD OF THE TOWN**

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station ("BOMA") serves as the wastewater board pursuant to Tenn. Code Ann. § 7-35-401 et seq.; and

WHEREAS, the BOMA has determined that it is in the best interest of the Town to create a new advisory board to the BOMA to assist the BOMA in its duties, to be known as the Utilities Board.

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

Section 1. That Title 18 of the Thompson's Station Municipal Code is amended by adding a new Chapter 3, to be titled Utilities Board, as follows:

18-301. Creation.

That there is hereby created a Utilities Board to be known and referred to as the Thompson's Station Utilities Board ("Utilities Board" or "board").

18-302. Board Membership; Appointment.

The Utilities Board shall consist of seven (7) members appointed by the Board of Mayor and Aldermen ("BOMA"). The BOMA may, in its discretion, appoint one (1) BOMA member as one (1) of the seven (7) members of the Utilities Board, but in that event, the term of that member shall not extend beyond their term on the BOMA.

Utility Board members shall be appointed by majority vote of the BOMA and shall serve at the will of BOMA. The terms of all the Utility Board Members shall run from their original appointment for a period of two (2) years. However, if a member of the BOMA of the Town is appointed to serve on the board, the BOMA member's term shall run concurrent with their BOMA term. Appointments to complete unexpired terms of office, vacant for any cause, shall be made in the same manner as the original appointments.

18-303. Meetings; Compensation.

(a) Within thirty (30) days after appointment of members, the Utilities Board shall hold a meeting to elect a chair and designate a secretary, who need not be a member. The board shall hold public meetings at least once per month, at such regular time and place as they may determine. Notices of the time and place of all meetings shall comply with the Open Meetings Act. The board shall establish its own rules of procedure at its first meeting.

(b) All members of the Utilities Board shall serve without compensation, but they shall be allowed necessary traveling and other expenses while engaged in the business of the board.

18-304. Powers; Duties.

(a) From and after its first meeting, the Utilities Board shall act in an advisory capacity to the BOMA in all matters pertaining to the operation of the Town's wastewater system. It is the board's duty to collect and furnish all necessary data and information, and to recommend such appropriate action by the BOMA as may appear to the board to be necessary from time to time. The Town Administrator or his or her designee shall be present at all meetings of the Utilities Board and assist the board in the collection and of the information it needs to perform its duties.

(b) The board shall perform such other duties related to the operation of the Town's water and wastewater systems as may be requested by the BOMA.

(c)The board may also perform other duties and act in advisory capacity to the BOMA with respect to other, non-wastewater related utility issues as may be requested by the BOMA from time to time.

Section 2. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion, of this Ordinance which is not itself invalid or unconstitutional.

Section 3. This ordinance shall become effective upon final passage, the public welfare requiring it.

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2019.

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

DRAFT ONLY

This agreement is made as of _____, 2019 by and between Town of Thompson's Station, Tennessee (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Regional Wastewater Facility Cell #1 Repair

Location: Thompson's Station, TN

Description of Project:

The Town of Thompson's Station (Town) has an existing issue with leakage around the influent pipe to Cell #1 at its Regional wastewater treatment facility. The Town intends to hire a contractor to isolate the area around the influent pipe, expose the area to identify the scope of the necessary repairs, and complete the repairs.

I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See detailed description in Exhibit A.

II. **COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:

Not to exceed fee of \$23,500.00.

Client shall pay **BARGE** for Basic Services in accordance with the hourly rate schedule attached as Exhibit "C" to this Agreement in an amount not to exceed \$23,500.00, including any amounts payable to subcontractors or other third-parties for services as described in Exhibit "C."

III. **PAYMENTS:** Invoices for services shall be submitted upon completion of Task 1 and upon completion of Task 2 and payment is due within thirty (30) days after receipt of each invoice. Any unpaid balances after 30 days of receipt of invoice shall accrue interest at the rate of ten (10%) per annum.

IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services as soon as reasonably possible after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. **BARGE** will complete Task 1 within thirty (30) days of receipt of the executed Agreement. The parties agree that it is important for this Project to be bid and constructed as soon as possible, considering seasonal weather and other circumstances and **BARGE** agrees to use its best efforts and work with **Client** to expedite the completion of Task 2 within ninety (90) days of receipt of this Agreement. The parties understand that the timing of completion of Task 2 requires certain notices and involves other parties and the time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.

V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon

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cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

- VI. STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred).
- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. However, such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **BARGE** shall secure and maintain insurance, at its own expense, in the amounts and types shown on Exhibit "B". **BARGE** shall provide evidence of such coverage within ten (10) days of the date of this agreement and shall provide thirty (30) days prior notice of cancellation, non-renewal or material change in coverage.
- XI. MISCELLANEOUS** (a) *No Collusion.* **BARGE** warrants that it has not employed or retained any person or company other than a bona fide employee, to solicit or secure this Contract and has not paid or agreed to pay any person, company, or other entity a fee or commission resulting from the award of this Contract.

(b) *No Conflict of Interest.* Any work performed by the **BARGE's** employees, sub-consultants or contractors, on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder. It is the responsibility of **BARGE** to inform the Town of any business relationship which may be construed as a conflict of interest. Any conflict of interest may be a cause for immediate termination of the Contract.

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(c) *Non-discrimination.* The Town is an equal opportunity affirmative action employer, drug-free workplace, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service. BARGE agrees that it does not and shall not, in the performance of its duties herein, discriminate against any employee or applicant for employment because of age, race, sex, national origin, ancestry or disability as defined by federal or state law.

XII. DISPUTE RESOLUTION AND LITIGATION: It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator. In the event mediation is unsuccessful and a legal proceeding is filed arising out of or related to this Agreement, the prevailing party shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses incurred after mediation

XIII. OPINIONS OF CONSTRUCTION COST: Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

XIV. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

Town of Thompson's Station, Tennessee	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title: Mayor	Title:
Address: 1550 Thompson's Station Rd W Thompson's Station, TN 37179	Address: 615 Third Ave S Suite 700 Nashville, TN 37210
Date Signed:	Date Signed:

RESOLUTION NO. 2019-003

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
APPROVING A PROFESSIONAL SERVICES CONTRACT WITH BARGE DESIGN
SOLUTIONS, INC. FOR ENGINEERING SERVICES RELATED TO THE REPAIR OF CELL
#1 AT THE REGIONAL WASTEWATER FACILITY**

WHEREAS, Barge Design Solutions, Inc. is currently working with the Town on other wastewater related projects; and

WHEREAS, the Town needs additional professional engineering services to bid out the repair of Cell #1 at the Regional Wastewater Facility; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a professional services contract with Barge Design Solutions, Inc. to provide these services to the Town.

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

That the Professional Services Agreement with Barge Design Solutions, Inc. attached hereto as Exhibit "A" is hereby approved, and the Mayor is authorized to sign the contract on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of January 2019.

Corey Napier , Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

ORDINANCE NO. 2019-003

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

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

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

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2019.

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

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT "A"

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

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

	Financial Services	1 space per 200 square feet of building area and a total stacking area for 4 vehicles in all drive-through lanes
--	--------------------	--

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

**Thompson's Station Board of Mayor and Aldermen
Staff Report (File: Zone Amend 2019-001)
February 12, 2019
Land Development Ordinance Amendment**

PROJECT DESCRIPTION

A request from Hafer, PSC to amend the Land Development Ordinance to permit drive through facilities for financial services (a bank) within the Neighborhood Commercial district as identified in Table 4.4 - Permitted Uses.

BACKGROUND

On January 22, 2019, the Planning Commission reviewed the request for an amendment to the permitted land uses within the Neighborhood Commercial zoning district and is recommending that the Board of Mayor and Aldermen adopt an ordinance amending the Land Development Ordinance to permit drive through for financial services with a maximum of a single canopy and three bays along with an amendment to the parking requirements.

PROPOSED REVISIONS

Table 4.4 O2, G1, G2 Use Zones Land Use (page 79).

A request to permit the following uses in the NC zone:
Financial service **with or without drive through**

Staff Response:

Drive through facilities were previously discussed when the code was considered for adoption and due to the intensity of drive throughs specifically related to the sale of food, they were not permitted in general. However, providing a variety of retail and office uses throughout the Town is specified as a goal within the General Plan along with providing a balanced mix of uses. Financial services (banks) provide another land use that lends to the mix of uses that the NC district should accommodate and is supported by the General Plan. Financial services are not expected to have the negative impact that can result from a drive through related to food uses and the code can be written to limit the allowance of drive through facilities specifically to financial services (as shown above). Furthermore, financial service is defined under Section 1.3 as “an establishment for the custody, loan, exchange or issue of money, for the extension of credit and for facilitating the transmission of funds. Excludes check cashers or short-term loans as defined by non-banking financial services.” Therefore, it is important to note that the permitted uses within the Neighborhood Commercial district only permit financial service and the allowance for a drive through would only apply to financial service as defined.

Therefore, Staff finds that allowing the drive through is an appropriate design feature to a financial service providing the site is designed to meet the zoning standards, design guidelines and can provide adequate parking and vehicle queuing (stacking).

Upon review of the request the Planning Commission is making an additional recommendation to limit the drive through to a single canopy with no more than three bays.

Additional Staff Recommendations to the Planning Commission

The Land Development Ordinance includes a parking requirement of one space for every 1,500 square feet of building area plus stacking for “banks.” However, this section for parking requirements is unclear and contradictory. Table 4.19 states the required number of spaces per

square footage “excluding drive thru,” then the language on the other side of the table includes a requirement for drive thru (see below):

Banks (Excluding Drive-Thru)	1 per 1,500 square feet plus required stacking area for drive-thru
------------------------------	--

Therefore, Staff would also recommend a modification to parking identified in this table (Table 4.19) to the following:

Financial Service 1 space for 200 square feet of building area and a total stacking at the drive through for 4 cars

This modification would clarify the permitted use by using consistent terminology (financial service) as already identified within the definitions and permitted use table. The change would also increase the parking ratio from one space for 1,500 square feet of building area to one space for every 200 (1:200) square feet of building which Staff finds is more appropriate for ensuring adequate parking is provided on site. This ratio is similar to the ratios for banks within the ITE Parking Generation Manual which has identified an average rate of 1:250 and an 85th percentile demand of 1:175 and the Urban Land Institute’s Shared Parking guide with a rate of 1:220.

The Planning Commission is favorably recommending the inclusion of this amendment as proposed by Staff.

Planning Commission Considerations

In addition, a recommendation was brought up to consider limiting the locations of the financial service uses with drive throughs to east of Elliston Way. Staff has considered this recommendation and finds that limiting the intensity of a drive through financial service to east of Elliston Way is supported by Goal 3, Policies 3.6 and 3.7 which encourages locating more intense land uses in proximity to the major arterials. In limiting the location of the financial service drive through, pedestrian orientation and activity will be encouraged over vehicular activity in the remaining portion of the zone. Therefore, Staff finds that adding a provision to the NC district to limit the location is appropriate and benefits the community.

RECOMMENDATION

Based on the goals and policies within the General Plan to provide opportunities for a mix of land uses throughout the Town, the Planning Commission recommends that the Board of Mayor and Aldermen adopt an ordinance to:

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

Attachments

Ordinance 2019-003

RESOLUTION NO. 2019 - 006

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
APPROVING A CONTRACT WITH BARGE DESIGN SOLUTIONS, INC. FOR
ENGINEERING SERVICES RELATED FOR THE PREPARATION OF A MAJOR
THOROUGHFARE PLAN AND TO AUTHORIZE THE MAYOR TO SIGN THE
CONTRACT**

WHEREAS, Barge Designs Solutions, Inc. is currently working with the Town on road construction and traffic-related projects; and

WHEREAS, the Town needs professional engineering services to develop a major thoroughfare plan; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a professional services contract with Barge Design Solutions, Inc. to provide these services to the Town.

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

That the professional services contract with Barge Design Solutions, Inc. attached hereto as Exhibit "A" is hereby approved, and the Mayor is authorized to sign the contract on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of January 2019.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

PROFESSIONAL SERVICES AGREEMENT

(Barge Design Services)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Town of Thompson’s Station, a Tennessee municipal corporation (“Town”), and Barge Design Solutions, Inc., a Tennessee Corporation (“Consultant”).

2. RECITALS

2.1 Town has determined that it requires the following professional services from a traffic engineer and/or engineering firm: Development of a Major Thoroughfare Plan Study.

2.2. Town has an ongoing professional services relationship with Consultant.

2.3 Consultant represents that it is qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions herein contained, Town and Consultant agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s June 1, 2018 proposal to Town attached hereto as Exhibit A and incorporated herein by this reference. **The Scope of Services shall include Tasks 6 and 7 described in Exhibit A.**

3.2 “Commencement Date”: February 15, 2019 or the date this Agreement is full executed below, whichever is later.

3.3 “Approved Fee Schedule”: The Phase/Task Description included in the Scope of Services shall be the Approved Fee Schedule subject to the submittal and approval of invoices as set forth in Section 6 below.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire upon completion of the Scope of Services. Consultant shall complete the services within five (5) months from the Commencement Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. Town shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed

upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Ninety Thousand Six Hundred and Ten Dollars (\$90,610)** unless specifically approved in advance and in writing by Town.

5.2 The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall exercise due professional care in endeavoring to comply with applicable federal, state and local laws and regulations, including the conflict of interest provisions of the Town Municipal Code, in effect as of the Commencement Date.

5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute unless Town has consented in writing to Consultant's performance of such work.

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

Jonathan Smith, P.E. shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance of professional services under this Agreement. In the event a change is required in the Consultant's project administrator, whether by reason of that individual's employment separation or otherwise, Consultant shall obtain Town's written consent prior to the appointment of a new project administrator.

6. COMPENSATION

6.1 Town agrees to compensate Consultant for the professional services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, except that Town shall not be required to pay Consultant for Task 5 (Recommendations) and Task 6 (Final Report) until after receipt of the Final Report.

6.2 Consultant shall submit to Town an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, Town shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Town shall pay all undisputed amounts included on the invoice. Town shall in good faith attempt to resolve any disputed amounts within thirty (30) days of receipt of any invoice. Town shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

Town ____ Consultant ____

7. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, documents or other written material developed by Consultant solely in furtherance of the performance of this Agreement ("Instruments of Professional Service" herein) shall be and remain the property of Town. Consultant may take and retain copies of such Instruments of Professional Service as desired, but no such Instruments of Professional Service shall be the subject of a copyright application by Consultant. Town acknowledges the Instruments of Professional Service are project-specific and are not intended for reuse on other projects. Reuse or modification of the Instrument of Professional Service by Town, without Consultant's involvement, shall be at Town's sole risk.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to Town, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Town or otherwise to act on behalf of Town as an agent. Neither Town nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Town.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for solely in furtherance of the performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Town. Town shall grant such consent if disclosure is legally required. Upon request, all confidential Town data shall be returned to Town upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, its officers, and employees from and against losses, costs or expenses for any damage due to death or injury to any person and injury to any property but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of professional services under this Agreement. Such costs and expenses shall include reasonable attorneys' fees.

10.2 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify and hold harmless, its officers, employees and volunteers from and against losses, costs or expenses for any damage due to death or injury to any person and injury to any property but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant's subconsultants or any other

person or entity involved by, for, with or on behalf of Consultant in the performance of professional services under this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Town's choice.

10.3 Town does not and shall not waive any rights that it may possess against Consultant because of the acceptance by Town, or the deposit with Town, of any insurance certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

10.5 Town does not waive any immunities, defenses or tort liability limits that it may possess under the Tennessee Governmental Tort Liability Act or other law.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) combined single limit.

11.1.3 Worker's Compensation insurance as required by the laws of the State of Tennessee.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per claim and annual aggregate.

11.2 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of Tennessee and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, Town may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with the Town a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the Town and its officers, employees, agents and volunteers as additional insureds on the general liability and auto liability policies. Consultant shall, prior to commencement of professional services under this Agreement, file with the Town such certificate(s).

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks subsequent to the expiration of the coverages.

11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming Town and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Town. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Consultant shall be primary to any coverage available to Town. Any insurance or self-insurance maintained by Town and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Town.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of Town, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to Town, or Consultant shall procure a bond or other security guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

12.1 Town shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's professional services under this Agreement.

12.2 In the event any claim or action is brought against Town relating to Consultant's performance of professional services in connection with this Agreement, Consultant shall render

Town ____ Consultant ____

any reasonable assistance that Town may require within the record-keeping period set forth in Section 13.

12.3 It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Town shall have the right to access and examine such records, without charge, during normal business hours. Town shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities at its own expense.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all registrations or licenses necessary for the performance of its professional services under this Agreement. Consultant will provide reasonable assistance to Town such that the Town may apply for any necessary permits or approvals typically obtained by a municipality or other project owner.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Town's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to the Town:

Town of Thompson's Station, Tennessee
Attn: Town Administrator
P.O. Box 100
Thompson's Station, Tennessee 37179

If to the Consultant:

Barge Design Solutions
Attn: Paula Ehresman Harris, CPSM
615 3rd Avenue South, Suite 700
Nashville, Tennessee 37210

16. SURVIVING TERMS

Town ____ Consultant ____
Page 6

The parties agree that the terms contained in Section 9, Section 10, Paragraphs 12.2 and 12.3, and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. Town shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for cause on thirty calendar days' written notice to Town. Failure of the Town to make payments when due shall be cause for suspension of services or, ultimately, termination, until Consultant has been paid in full all amounts due for services, expenses and other related charges. Mediation under Section 12.3 shall not be a condition precedent to suspension or termination of Consultant's professional services under this Section 17.1. Consultant agrees to cease all professional services under this Agreement on or before the effective date of any notice of termination. All Town data, documents, objects, materials or other tangible things shall be returned to Town within a reasonable time of the termination or expiration of this Agreement.

17.2 If Town terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Town's prior written consent, and any attempt to do so shall be void and of no effect. Town shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by Town or Consultant of any breach of any term or condition herein contained shall not be deemed to be a waiver of such term or condition or of any subsequent breach of the

same or any other term or condition herein contained. No term or condition of this Agreement shall be deemed to have been waived by Town or Consultant unless in writing.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. The venue for any litigation shall be Williamson County, Tennessee.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Town and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Town and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
Town of Thompson’s Station

“Consultant”
Barge Design Solutions

By: _____

By: _____

Town ____ Consultant ____

Town of Thompson's Station Professional Services Agreement
Barge Design Solutions

Corey Napier, Mayor

Date: _____

Date: _____

Attest:

By: _____

Jennifer Jones

Town Clerk

Date: _____

Approved as to form:

By: _____

Town Attorney

Date: _____

BARGE DESIGN SOLUTIONS, INC.

Town of Thompson's Station Major Thoroughfare Plan Study Scope of Work January 10, 2019

A Major Thoroughfare Plan (MTP) plays a vital role in the transportation planning process. The Town of Thompson's Station is requesting a scope and fee estimate for developing a MTP for the Town's use. As part of this plan a growth analysis will be performed to determine the type and extent of development that is expected to occur over a 20-year period. These results help identify possible deficiencies in the Town's transportation network. Based on historical and anticipated future growth provided in the plan, the study will help guide city and regional officials through their decision-making processes. Ultimately, elected officials and planning staffs can use the MTP as a tool to make informed decisions on infrastructure improvements. By coordinating planned development and transportation improvements, Thompson's Station can strategically implement transportation investments to accommodate existing and future development.

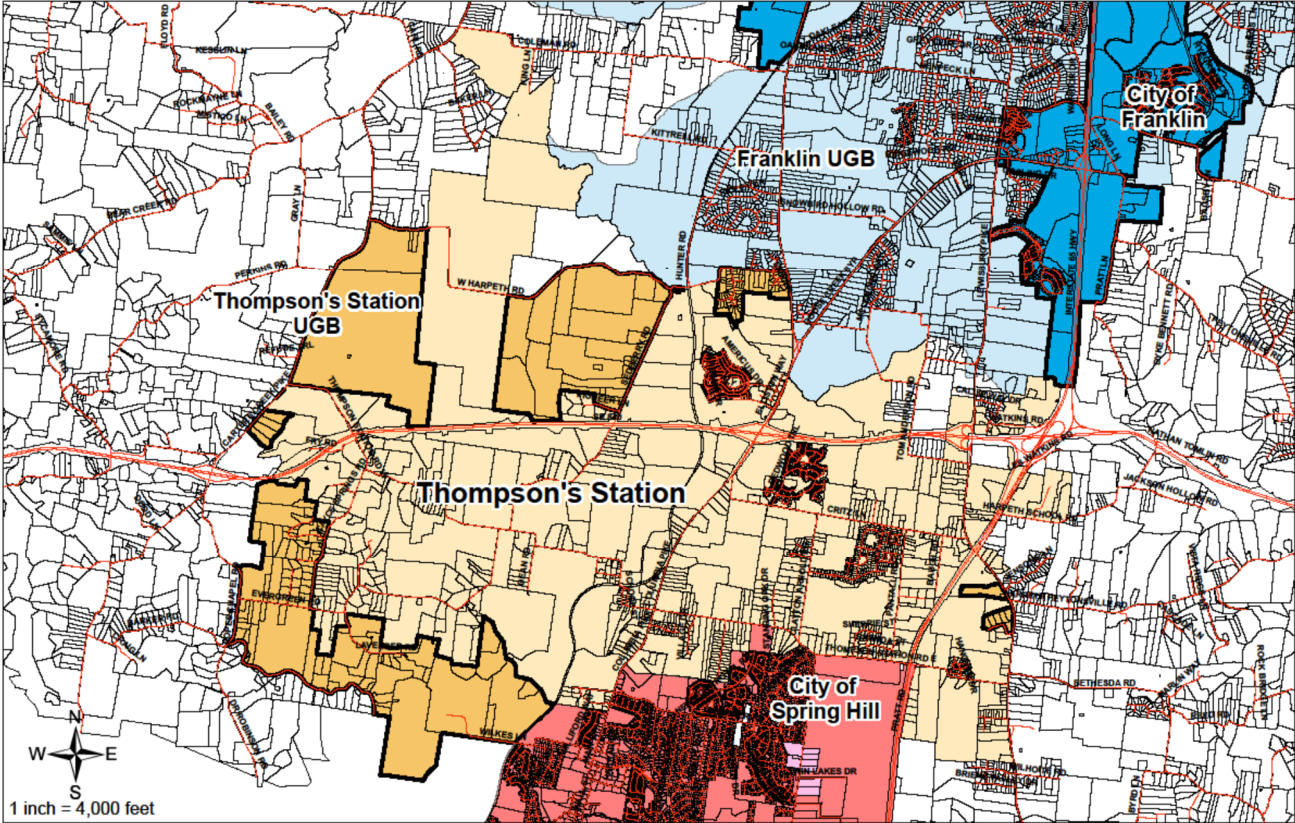
MTP Scope Goals

Attached is a proposed scope of work for the study to provide the Town of Thompson's Station and the Nashville Area Metropolitan Planning Organization (MPO) with a complete and dynamic Major Thoroughfare Plan. Below is a list of goals that will be developed to help provide guidance and information to the city through the Plan:

- Accommodate current and projected growth to provide a safe and efficient multi-modal transportation system
- Integrate the Town's future land use plan with recommended future transportation projects.
- Create a more balanced transportation system with development of a complete streets network throughout the Town. This objective is also intended to improve safety, health and vibrancy of the Town roadway and street network and encourage the use of bicycle, pedestrian and ride-sharing facilities.
- Provide a plan for maintenance and improvement of the Town's roadway transportation system and the mobility of its users
- Create a plan that sets an overall direction for public investment and future improvements to the Town's street and roadway system
- Provide the City with a document that will assist local and regional officials with the transportation planning process.

Study Area

The boundaries that define the study area for the Major Thoroughfare Plan are shown in the figure below. In general, the study area includes the area surrounding Thompson’s Station’s current Town limits.



MTP Scope Outline

The following tasks are necessary to complete the Major Thoroughfare Plan for the Town of Thompson’s Station.

Task 1: Project Administration

The Barge Team will produce a Work Plan that will be used to guide overall administration of the project.

This task will include the time necessary for the Project Manager and Project Administrator to prepare and submit regular progress reports, submit invoices and provide project file documentation.

Task 2: Review Existing Conditions

The Barge Team will review the following existing City plans and reports to define the historical context and develop the Thoroughfare Plan Update to be consistent these efforts:

- Planning and Zoning Codes
- Current Comprehensive Plan
- Other related plans and documents

The review and summary of each of these reports will focus on the information, analysis and findings they contain that will affect and define how the City's roadway and street network will impacted by future growth.

Task 3: Existing Conditions/Field Data Collection

The Barge Team will compile and analyze existing data related to the existing transportation network. The data collection task will include the following:

- Field observations to spot check problem locations
- Roadways data, including lane-miles by functional class
- Inventory of existing transportation system
- Capacity of existing transportation system
- City right-of-way inventory data
- Bridge data, including the number and condition
- Pedestrian and bicycle facilities, including information on operations and maintenance
- Rail facilities, including the class of track, level of usage, and defined improvement need
- Environmental constraints
- Existing transit facilities and services, including, routes, ridership, amenities and maintenance facilities
- Existing and forecasted traffic conditions

- Incident/crash locations
- Existing land use characteristics documents
- Data from current year MPO travel demand model

Task 4: Future Transportation System network analysis

Based on the systems assessment data, a needs analysis will be developed to identify service gaps and needs, sub-standard conditions and desired improvements within the roadway and street network. Economic development and transportation planning have a complex interdependency. If a community growing in population and jobs does not provide additional transportation improvements such as new roads and widening, system failure will likely occur. This task will consider the projected 20-year growth of Thomson's Station and its impact on the existing transportation system.

In close coordination with the Town, the Barge Team will compile the list of current and future needs from analysis work performed from Task 4 and 5. Specific project improvements will be identified and defined. The MPO's travel demand model (TDM) will be used as the likely source of information. Any final recommendations will be updated into the current TDM at the end of the project.

This portion of the work will include identification of:

- Project land use characteristics
- Evaluate existing and committed transportation systems:
 - Roadways and streets
 - Bicycle lanes, Greenways or shared lane
 - Intersections where safety and efficiency can be improved by making adjustments to traffic signal timing, lane assignments and to signage
 - Impacts from "design year" for travel demand model
- Conduct and evaluate daily traffic volumes on the existing and committed system.

Task 5: Recommendations

The MTP will analyze the existing transportation system to reveal any deficiencies in the system network and make recommendations for improvements. Some areas of concern are existing roadway capacity deficiencies, anticipated future vehicular demand created

by new economic investments, and existing roadway characteristics that do not meet minimum design criteria. Gathering information from the tasks above, the Barge team will provide recommendations for implementation of future projects to improve the network. These recommendations will consist of:

- 20-year Transportation System Improvements
- Proposed System Daily Traffic Volumes
- Capacity analysis of recommended system
- Prioritization of improvements to the system
- Future roadway cross-sections
- Estimated cost of projects
- Pedestrian and Bicycle improvements
- Congestion and Travel Demand Management Strategies
- Air Quality

The Barge Team will provide a menu of available federal, state, and local funding sources, and their eligibility requirements, to demonstrate how the City can implement the Thoroughfare Plan. Funding sources to be reviewed will include, but are not limited to:

- Federal and state safety funding
- Surface Transportation Program (STP) funds
- Safe Routes to School funds
- Congestion Mitigation/Air Quality (CMAQ) funds
- Transportation Alternative (TA) program funding
- Federal transportation and community and system preservation funds
- Local government funding program
- Public-private partnership opportunities
- Other creative funding mechanisms

Task 6: Develop a Plan for Stakeholder Involvement

The Barge Team will develop a plan to engage local stakeholders can be developed. The recommended approach would be a kickoff/visioning meeting with the Barge Team, Town

Staff, and community stakeholders to identify needs and desired solutions. A second public meeting with Stakeholders and those in the first meeting to encourage comments and finally a meeting with the same group that would be held to wrap up the process and present findings. The add alternate would be if the Town would like to formally or informally engage and seek input from business or industry groups; advocacy groups or the general public, a plan to identify target audiences and methods to reach them will be developed. This could include presentations, public meetings, social media or website postings or a public meeting(s) to communicate information about the plan update.

Task 7: Green Way plan

The Barge Team will produce a green way plan for the Town showing the areas and location of current and proposed greenway locations. The Barge Team is aware of the Town's efforts to implement greenways and trails to connect parks, schools and residential developments starting with the west side of the town. A pairing of the MTP with a Greenway Plan offers an optimal time to interweave goals for all modes of transportation. A joint undertaking would allow for high level planning of alternate routes for bicycles and pedestrians than those opportunities afforded relating to only Major Streets.

Task 8: Final Report

The Barge Team will produce a Major Thoroughfare Plan for the Town that will be delivered in hard copy and digital form. The plans will provide the findings from all the task listed above in an outline and format that the Town can use to strategically implement transportation investments to accommodate existing and future development for its constituents.

COMPENSATION

Services will be performed on a project Lump Sum budget amount. The amount includes miscellaneous expenses such as travel, printing and copies.

Phase Description / Task Description	Total Cost
Task 1 - Project Administration	\$11,580
Task 2 - Review Existing Conditions	\$5,210
Task 3 - Existing Conditions/Field Data Collection	\$21,020
Task 4 - Future Transportation System network analysis	\$10,470
Task 5 - Recommendations	\$5,960
Task 6 - Develop a Plan for Stakeholder Involvement	\$5,650
Task 7 - Green Way Plan	\$20,560
Task 8 - Final Report	\$9,760
Total	\$90,210
Expenses	\$400
Total MTP Cost	\$90,610

BWSC can begin this project immediately upon approval and notice to proceed. Upon approval and a notice to proceed of the above professional services scope of work Barge will complete the scope of work within 5 months of the notice to proceed. This schedule is dependent upon a review time.

PROFESSIONAL SERVICES AGREEMENT

(Barge Design Services)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Town of Thompson’s Station, a Tennessee municipal corporation (“Town”), and Barge Design Solutions, Inc., a Tennessee Corporation (“Consultant”).

2. RECITALS

2.1 Town has determined that it requires the following professional services from a traffic engineer and/or engineering firm: Development of a Major Thoroughfare Plan Study.

2.2. Town has an ongoing professional services relationship with Consultant.

2.3 Consultant represents that it is qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions herein contained, Town and Consultant agree as follows:

3. DEFINITIONS

3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s June 1, 2018 proposal to Town attached hereto as Exhibit A and incorporated herein by this reference. **The Scope of Services shall include Tasks 6 and 7 described in Exhibit A.**

3.2 “Commencement Date”: February 15, 2019 or the date this Agreement is full executed below, whichever is later.

3.3 “Approved Fee Schedule”: The Phase/Task Description included in the Scope of Services shall be the Approved Fee Schedule subject to the submittal and approval of invoices as set forth in Section 6 below.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire upon completion of the Scope of Services. Consultant shall complete the services within five (5) months from the Commencement Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. Town shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to

Consultant under this Agreement exceed the sum of **Ninety Thousand Six Hundred and Ten Dollars (\$90,610)** unless specifically approved in advance and in writing by Town.

5.2 The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall exercise due professional care in endeavoring to comply with applicable federal, state and local laws and regulations, including the conflict of interest provisions of the Town Municipal Code, in effect as of the Commencement Date.

5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute unless Town has consented in writing to Consultant's performance of such work.

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

Jonathan Smith, P.E. shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance of professional services under this Agreement. In the event a change is required in the Consultant's project administrator, whether by reason of that individual's employment separation or otherwise, Consultant shall obtain Town's written consent prior to the appointment of a new project administrator.

6. COMPENSATION

6.1 Town agrees to compensate Consultant for the professional services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule, except that Town shall not be required to pay Consultant for Task 5 (Recommendations) and Task 6 (Final Report) until after receipt of the Final Report.

6.2 Consultant shall submit to Town an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, Town shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Town shall pay all undisputed amounts included on the invoice. Town shall in good faith attempt to resolve any disputed amounts within thirty (30) days of receipt of any invoice. Town shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

7. OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, documents or other written material developed by Consultant solely in furtherance of the performance of this Agreement ("Instruments of Professional Service" herein) shall be and remain the property of Town. Consultant may take and retain copies of such Instruments of Professional Service as

Town ____ Consultant ____

desired, but no such Instruments of Professional Service shall be the subject of a copyright application by Consultant. Town acknowledges the Instruments of Professional Service are project-specific and are not intended for reuse on other projects. Reuse or modification of the Instrument of Professional Service by Town, without Consultant's involvement, shall be at Town's sole risk.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to Town, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Town or otherwise to act on behalf of Town as an agent. Neither Town nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Town.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for solely in furtherance of the performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Town. Town shall grant such consent if disclosure is legally required. Upon request, all confidential Town data shall be returned to Town upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Town, its officers, and employees from and against losses, costs or expenses for any damage due to death or injury to any person and injury to any property but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of professional services under this Agreement. Such costs and expenses shall include reasonable attorneys' fees.

10.2 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify and hold harmless, its officers, employees and volunteers from and against losses, costs or expenses for any damage due to death or injury to any person and injury to any property but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of professional services under this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Town's choice.

10.3 Town does not and shall not waive any rights that it may possess against Consultant because of the acceptance by Town, or the deposit with Town, of any insurance certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

10.5 Town does not waive any immunities, defenses or tort liability limits that it may possess under the Tennessee Governmental Tort Liability Act or other law.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) combined single limit.

11.1.3 Worker's Compensation insurance as required by the laws of the State of Tennessee.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per claim and annual aggregate.

11.2 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of Tennessee and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, Town may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with the Town a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the Town and its officers, employees, agents and volunteers as additional insureds on the general liability and auto liability policies. Consultant shall, prior to commencement of professional services under this Agreement, file with the Town such certificate(s).

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks subsequent to the expiration of the coverages.

11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming Town and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Town. Consultant agrees to

Town ____ Consultant ____

require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Consultant shall be primary to any coverage available to Town. Any insurance or self-insurance maintained by Town and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Town.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of Town, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to Town, or Consultant shall procure a bond or other security guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

12.1 Town shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's professional services under this Agreement.

12.2 In the event any claim or action is brought against Town relating to Consultant's performance of professional services in connection with this Agreement, Consultant shall render any reasonable assistance that Town may require within the record-keeping period set forth in Section 13.

12.3 It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Town shall have the right to access and examine such records, without charge, during normal business hours. Town shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities at its own expense.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all registrations or licenses necessary for the performance of its professional services under this Agreement. Consultant will provide reasonable

assistance to Town such that the Town may apply for any necessary permits or approvals typically obtained by a municipality or other project owner.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Town's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to the Town:

Town of Thompson's Station, Tennessee
Attn: Town Administrator
P.O. Box 100
Thompson's Station, Tennessee 37179

If to the Consultant:

Barge Design Solutions
Attn: Paula Ehresman Harris, CPSM
615 3rd Avenue South, Suite 700
Nashville, Tennessee 37210

16. SURVIVING TERMS

The parties agree that the terms contained in Section 9, Section 10, Paragraphs 12.2 and 12.3, and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. Town shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for cause on thirty calendar days' written notice to Town. Failure of the Town to make payments when due shall be cause for suspension of services or, ultimately, termination, until Consultant has been paid in full all amounts due for services, expenses and other related charges. Mediation under Section 12.3 shall not be a condition precedent to suspension or termination of Consultant's professional services under this Section 17.1. Consultant agrees to cease all professional services under this Agreement on or before the effective date of any notice of termination. All Town data, documents, objects, materials or other tangible things shall be returned to Town within a reasonable time of the termination or expiration of this Agreement.

17.2 If Town terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

Town ____ Consultant ____

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Town's prior written consent, and any attempt to do so shall be void and of no effect. Town shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by Town or Consultant of any breach of any term or condition herein contained shall not be deemed to be a waiver of such term or condition or of any subsequent breach of the same or any other term or condition herein contained. No term or condition of this Agreement shall be deemed to have been waived by Town or Consultant unless in writing.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. The venue for any litigation shall be Williamson County, Tennessee.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of

Town of Thompson's Station Professional Services Agreement
Barge Design Solutions

the State of Tennessee.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Town and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Town and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
Town of Thompson's Station

"Consultant"
Barge Design Solutions

By: _____

By: _____

Corey Napier, Mayor
Date: _____

Date: _____

Attest:
By: _____

Jennifer Jones
Town Clerk
Date: _____

Approved as to form:

By: _____
Town Attorney
Date: _____

RESOLUTION NO. 2019-007

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE AN AGREEMENT WITH DUNCAN & ASSOCIATES TO CONDUCT AN
IMPACT FEE STUDY**

WHEREAS, the Town advertised and received responses to its Request for Qualifications ("RFQ") for a contractor to conduct an impact fee study (the "Project"); and.

WHEREAS, the Board of Mayor and Aldermen previously authorized the Mayor and Town Administrator to enter into negotiations for an agreement for the Project with Duncan & Associates for the Project.

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

That the agreement with Duncan & Associates for the Project attached hereto as Exhibit A is approved and the Mayor is authorized to sign it on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of February 2019.

Corey Napier , Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF THOMPSON'S STATION AND JAMES DUNCAN AND
ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Town of Thompson's Station, a Tennessee municipal corporation ("Town"), and James Duncan and Associates, Inc., a Texas Corporation doing business as Duncan Associates ("Consultant").

WHEREAS, Town has determined that it requires professional services to prepare an impact fee study; and

WHEREAS, Town advertised and received responses to its Request for Qualifications ("RFQ") for a Consultant to perform these services.

WHEREAS, Consultant is qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees;

WHEREAS, Consultant is willing to perform such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Town and Consultant agree as follows:

1. DEFINITIONS

"Scope of Services": Such professional services as are set forth in Exhibit A attached hereto and incorporated herein by reference.

"Commencement Date": The date notice to proceed is provided by Town to Consultant following execution of this agreement.

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire upon completion of the Scope of Services unless extended by written agreement of the parties or terminated earlier in accordance with Section 14 ("Termination") below. Consultant understands and agrees that the timely completion of these tasks is an important and material condition of this Agreement.

3. CONSULTANT'S SERVICES

Consultant shall perform the services identified in the Scope of Services. Town shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

Consultant shall perform all work to the highest professional standards of Consultant's profession. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of the Town Municipal Code.

During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if *both* (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) Town has not consented in writing to Consultant's performance of such work.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

Clancy Mullen shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Town's prior written consent.

4. COMPENSATION

Town agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payments pursuant to Exhibit B for a [road impact fees study] [road and park impact fee study]

In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Thirty-Six Thousand Dollars (\$36,000.00)** unless specifically approved in advance and in writing by Town.

5. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of Town without restriction or limitation upon its use or dissemination by Town. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

6. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to Town, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Town or otherwise to act on behalf of Town as an agent. Neither Town nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Town.

7. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Town. Town shall grant such consent if disclosure is legally required. Upon request, all Town data shall be returned to Town upon the termination or expiration of this Agreement.

8. INDEMNIFICATION

The parties agree that Town, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the Town with the fullest protection possible under the law. Consultant acknowledges that Town would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect Town as set forth herein.

To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend Town, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Town's choice.

Town does not waive any immunities, defenses or tort liability limits that it may possess under the Tennessee Governmental Tort Liability Act or other law.

9. INSURANCE

During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

Worker's Compensation Insurance as required by the laws of the State of Tennessee.

Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of Tennessee and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, Town may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

At all times during the term of this Agreement, Consultant shall maintain on file with the Town a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the Town and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with the Town such certificate(s).

Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming Town and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Town. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by Consultant shall be primary to any coverage available to Town. Any insurance or self-insurance maintained by Town and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Town.

Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of Town, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to Town, or Consultant shall procure a bond or other security guaranteeing payment of losses and expenses.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

10. MUTUAL COOPERATION

Town shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

In the event any claim or action is brought against Town relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Town may require.

It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

11. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Town shall have the right to access and examine such records during normal business hours, without charge, or to request copies of such records at its expense.

12. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, email or overnight courier service during Consultant's and Town's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to the Town:

Town of Thompson's Station, Tennessee
Attn: Town Administrator
P.O. Box 100
Thompson's Station, Tennessee 37179

If to the Consultant:

Clancy Mullen, President
17409 Rush Pea Circle
Austin, TX 78738
clancy@duncanassociates.com

14. TERMINATION

Town shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to Town. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Town data, documents, objects, materials or other tangible things shall be returned to Town upon the termination or expiration of this Agreement.

If Town terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. GENERAL PROVISIONS

15.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Town's prior written consent, and any attempt to do so shall be void and of no effect. Town shall not be obligated or liable under this Agreement to any party other than Consultant.

15.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

15.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neutral form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

15.4 The waiver by Town or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Town or Consultant unless in writing.

15.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

15.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Williamson County, Tennessee.

15.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it

is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.8 This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

15.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Town and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Town and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Town”
Town of Thompson’s Station

“Consultant”
James Duncan and Associates, Inc.

By: _____

By: _____

Corey Napier, Mayor
Date: _____

Clancy Mullen, President
Date: _____

Approved as to form:

By: _____
Town Attorney
Date: _____

EXHIBIT A SCOPE OF SERVICES

Task 1: Project Organization/Data Collection

This task will involve data collection and project organization for the road (or road and park) impact fee study. Upon notice to proceed, the consultant will work with the Town's project manager to schedule a conference call or in-person meeting with key members of Town staff (an in-person meeting would involve additional costs that would be billed under Task 4). During the conference call or meeting, the consultant will gather available information related to the project, identify major policy issues involved in updating the road impact fee program, coordinate staff and consultant responsibilities and establish the project schedule. The Town should provide the consultant team, without charge, copies of all relevant plans, studies and documents needed to perform the scope of work. At the conclusion of the task, the consultant will prepare a memorandum summarizing the organizational framework for the project and listing additional data to be provided by the Town.

*Deliverables: Project Organization Meetings
Project Organization Memorandum*

Task 2: Staff Review Draft

This task entails the preparation of an initial draft of the road (or road and park) impact fee study for staff review. The study will be based on review of levels of service, land use trends and policies, facility master plans, planned capital improvements, and growth projections. It will include all the elements mandated by impact fee case law, including compliance with the dual rational nexus test. These elements include an inventory of existing capital facilities; the cost of improvements required to remedy any existing service deficiencies; the proportionate share of the cost of improvements re-quired to accommodate increased service demands; and appropriate revenue credits to ensure that new development is not charged more than its proportionate share of the cost of new facilities. The analysis will include a table that establishes the number of service units and amount of facility demand associated with different land use types. The study will include a net unit cost schedule that represents the maximum impact fees that could be charged.

Deliverable: Staff Review Draft Study

Task 3: Public Review Draft/Ordinance

Following receipt of Town staff comments on the staff review draft, the consultant will make appropriate modifications to the road (or road and park) impact fee study. Concurrently with the public review draft of the study, the consultant will provide a draft ordinance amendment to

implement the updated road (or road and park) impact fees and comply with all the requirements of impact fee case law. Based on input from public meetings, the consultant will make appropriate modifications to the impact fee study, if necessary, and provide final report documents.

*Deliverables: Public Review Draft Impact Fee Study and Spreadsheets
Draft Impact Fee Ordinance Amendment
Final Impact Fee Study and Spreadsheets (if required)*

Task 4: Meetings and Presentations

Throughout the project, key members of the consulting team shall be available to attend and participate in local meetings with staff, stakeholders, Board of Mayor and Aldermen and/or the public as desired by the Town. Multiple meetings held on the same day will count as one meeting.

Deliverables: Meetings/Presentations

**EXHIBIT B
TIME SCHEDULE AND BUDGET**

Time Schedule

The proposed scope of services is anticipated to take approximately two and one-half months from project organization to delivery of the staff review draft. The timing of the rest of the project is dependent on staff review time, the extent of the desired public participation, and meeting scheduling.

Budget

The consultant cost for the scope of services outlined above, excluding meeting attendance, is a fixed-fee price of \$25,000 for a road impact fee study or \$30,000 for a road and park impact fee study, whichever is chosen by the Town, as broken down by task below. Consultant attendance at local meetings will be provided for a fixed fee, including preparation and travel time and expenses, of \$3,000 per trip. The client will be billed monthly, based on the partial (as demonstrated by hours spent times the Consultant’s hourly rate) or full completion of each task, or for meetings attended.

Task	Roads Only	Roads & Parks
1. Project Organization/Data Collection	\$1,500	\$2,000
2. Staff Review Draft	\$18,000	\$21,000
3. Public Review Draft/Ordinance	\$5,500	\$7,000
Study Total	\$25,000	\$30,000
4. In-Person Meetings (per trip)	\$30,000	\$3,000

Additional services related to this project shall be provided on a time-and-expense basis or for a fixed-fee as may be negotiated with the client. Duncan Associates’ standard billing rate is \$175 per hour, inclusive of all overhead and office expenses, but excluding travel expenses.

ORDINANCE 2019-004

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

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

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

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

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

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

- a. Prof. Fees – Legal Fees is increased from \$100,000 to \$130,000
- b. Prof. Fees – Consult Engineers is increased from \$50,000 to \$233,000
- c. Prof. Fees – Other is increased from \$40,000 to \$66,000
- d. Repairs & Maintenance-Vehicles is increased from \$5,000 to \$10,000
- e. Repairs & Maintenance-Roads is decrease from \$819,300 to \$200,702
- f. Vehicle Fuel & Oil Expense is increased from \$15,000 to \$17,500
- g. Travel Expense is increased from \$2,500 to \$3,500
- h. Capital Projects is decreased from \$6,050,000 to \$2,053,254

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

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

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

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Submitted to Public Hearing on February 12, 2019 at 7:00 p.m. after publication of notice of public hearing by advertisement in the Williamson A.M. newspaper on Sunday, , 2018.

Passed 1st Reading: _____

Passed 2nd Reading: _____

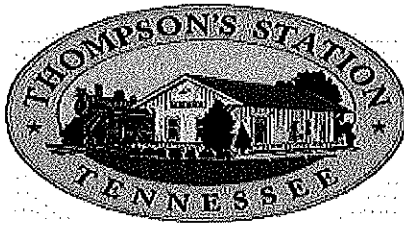
Fiscal Year 07/01/18-06/30/2019 - Budget Revisions

General Fund

	Approved	Revised	Increase (Decrease)	Reasoning
41252 · Prof. Fees - Legal Fees	\$ 100,000	\$ 130,000	\$ 30,000	Increase due to past litigations and election year.
41254 · Prof. Fees-Consulting Engineers	\$ 50,000	\$ 233,000	\$ 183,000	Increase due to needs of services for town in review of plans, traffic and parks review.
41259 · Prof. Fees - Other	\$ 40,000	\$ 66,000	\$ 26,000	Increase due to staffing needs.
41264 · Repairs & Maint - Vehicles	\$ 5,000	\$ 10,000	\$ 5,000	Increase to maintain current fleet.
41265 · Parks & Rec. Expense	\$ 40,000	\$ 68,000	\$ 28,000	Increase to be able to repair and maintain parks areas.
41268 · Repairs & Maint-Roads, Drainage	\$ 819,300	\$ 200,702	\$ (618,598)	Decrease due to reassessment of road expenses for the balance of the year.
41270 · Vehicle Fuel & Oil Expense	\$ 15,000	\$ 17,500	\$ 2,500	Increase due to activity
41280 · Travel Expense	\$ 2,500	\$ 3,500	\$ 1,000	Increase due to training
41940 · Capital Projects (see breakdown)	\$ 6,050,000	\$ 2,053,254	\$ (3,996,746)	Decrease due to reassessing of Capital Projects to complete for the balance of the year.

Wastewater Fund

	Approved	Revised	Increase (Decrease)	Reasoning
4100 · Capital Expenditures	\$ 300,000	\$ 500,000	\$ 200,000	Increase due to possible repair of Regional plant Boot.
4400 · Prof. Fees-Consulting Engineers	\$ 68,000	\$ 315,000	\$ 247,000	Additional Engineering needs for WW analysis, plan design and review of Tracts
4490 · Prof. Fees - Other	\$ 64,200	\$ 121,706	\$ 57,506	Increase due to Engineer services final payment to First Response for Cell 1. Past years it was classified here.



Cash Balance Report As of January 31, 2019

	<u>Dec 2018</u>	<u>Jan 2019</u>
General Fund:		
Cash Available (Cash + AR - AP)	277,437	488,975
Money Market Investment Accounts	5,114,620	5,214,991
Total General Fund Cash	5,392,057	5,703,966
Less: Reserves	(1,026,682)	(1,026,682)
Less: Developer Cash Bonds Held	(59,000)	(59,000)
Less: County Mixed Drink Tax Payable	-	-
Less: Debt Principal and Interest Payments Due within 12 Months	(304,806)	(304,806)
Less: Hall Tax Refund Owed to State	(236,653)	(236,653)
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(326,363)	(326,363)
Less: Capital Projects (Project Budget)		
New Town Hall Construction Docs (75,600)		
New Town Hall Construction		
Critz Lane Improvements	(300,000)	(300,000)
Critz Lane Redesign (596,000)		
Grant Projects (Net after grant of \$1.6m received)		
Parks (265,000)		
Cash Available - General Fund	<u>3,138,553</u>	<u>3,450,462</u>
Wastewater Fund:		
Cash Available (Cash + AR - AP)	181,032	190,451
Money Market Investment Accounts	3,908,913	3,910,427
Total Wastewater Fund Cash	4,089,945	4,100,878
Less: Reserves	(1,200,000)	(1,200,000)
Less: Cell 1 - Repairs	(300,000)	(500,000)
Less: Debt Principal and Interest Payments Due within 12 Months	(122,340)	(122,340)
Less: Hood Development Prepaid System Dev. And Access Fees	(1,116,000)	(1,116,000)
Cash Available - Wastewater Fund	<u>1,351,605</u>	<u>1,162,538</u>
Total Cash Available	<u><u>4,490,158</u></u>	<u><u>4,613,000</u></u>



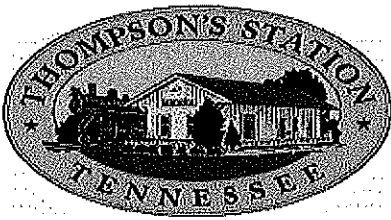
**General Fund Revenue Analysis as of
January 31, 2019**

	Dec 2018	Jan 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
General Government Revenues:							
31111 Real Property Tax Revenue	10,723	148,674	137,951	24,346	22,500	(1,846)	
31310 Interest & Penalty Revenue	-	-	-	3	-	(3)	
31610 Local Sales Tax - Trustee	78,965	79,651	686	76,409	75,000	(1,409)	
31710 Wholesale Beer Tax	7,979	7,774	(205)	8,813	7,917	(896)	
31720 Wholesale Liquor Tax	1,547	1,374	(173)	1,219	1,250	31	
31810 Adequate School Facilities Tax	3,429	3,616	187	4,141	5,833	1,692	
31900 CATV Franchise Fee Income	-	4,516	4,516	2,748	2,083	(665)	
32000 Beer Permits	300	200	(100)	86	50	(36)	
32200 Building Permits	26,135	54,871	28,736	40,007	25,000	(15,007)	
32230 Submittal & Review Fees	275	657	382	455	1,667	1,212	
32242 Miscellaneous Fees	-	-	-	178	167	(11)	
32260 Business Tax Revenue	68	143	75	869	6,250	5,381	
33320 TVA Payments in Lieu of Taxes	-	13,991	13,991	1,999	4,167	2,168	
33510 Local Sales Tax - State	35,135	34,636	(499)	36,150	29,167	(6,983)	
33520 State Income Tax	-	-	-	-	-	-	
33530 State Beer Tax	-	-	-	-	167	167	
33535 Mixed Drink Tax	2,145	2,353	208	2,176	1,000	(1,176)	
33552 State Streets & Trans. Revenue	782	782	-	560	667	106	
33553 SSA - Motor Fuel Tax	7,471	7,314	(157)	7,939	6,667	(1,272)	
33554 SSA - 1989 Gas Tax	1,218	1,165	(53)	1,231	1,000	(231)	
33555 SSA - 3 Cent Gas Tax	2,256	2,158	(98)	2,281	1,667	(614)	
33556 SSA - 2017 Gas Tax	2,983	2,928	(55)	2,849	1,667	(1,183)	
36120 Interest Earned - Invest. Accts	2,608	1,571	(1,037)	2,298	1,667	(631)	
37746 Parks Revenue	514	460	(54)	2,467	1,667	(801)	
37747 Parks Deposit Return	-	-	-	(561)	(417)	145	
37990 Other Revenue	800	575	(225)	804	833	30	
Total general government revenue	185,333	369,409	184,076	219,465	197,633	(21,832)	
Non-Operating Income:							
32300 Impact Fees	38,384	56,189	17,805	50,131	45,833	(4,298)	
38000 Transfer from Reserves	-	-	-	-	484,333	484,333	
39995 Capital Outlay Note Proceeds	-	-	-	-	-	-	
Total non-operating revenue	38,384	56,189	17,805	50,131	530,167	480,035	
Total revenue	223,717	425,598	201,881	269,597	727,800	458,203	



General Fund Expenditure Analysis as of
January 31, 2019

	Dec 2018	Jan 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
General Government Expenditures:							
41110 Salaries	34,426	44,311	9,885	45,991	50,000	4,009	
41141 FICA	2,110	2,747	637	2,877	3,100	223	
41142 Medicare	493	643	150	673	725	52	
41147 SUTA	19	780	761	200	200	0	
41161 General Expenses	-	1,291	1,291	215	83	(132)	
41211 Postage	-	-	-	53	83	31	
41221 Printing, Forms & Photocopy	273	273	-	319	625	307	
41231 Legal Notices	-	336	336	156	250	94	
41235 Memberships & Subscriptions	48	-	(48)	337	333	(4)	
41241 Utilities - Electricity	915	329	(586)	1,292	1,000	(292)	
41242 Utilities - Water	-	-	-	187	208	22	
41244 Utilities - Gas	186	206	20	121	167	45	
41245 Telecommunications Expense	22	-	(22)	409	417	8	
41252 Prof. Fees - Legal Fees	6,700	7,780	1,080	14,630	8,333	(6,297)	
41253 Prof. Fees - Auditor	-	2,500	2,500	2,417	1,333	(1,083)	
41254 Prof. Fees - Consulting Engineers	13,466	15,707	2,241	11,489	4,167	(7,323)	
41259 Prof. Fees - Other	(48)	3,832	3,880	6,084	3,333	(2,751)	
41264 Repairs & Maintenance - Vehicles	558	1,351	793	1,010	417	(593)	
41265 Parks & Recreation Expense	272	500	228	5,728	3,333	(2,395)	
41266 Repairs & Maintenance - Buildings	1,947	1,037	(910)	1,659	1,667	7	
41268 Repairs & Maintenance - Roads	976	1,583	607	4,489	68,275	63,786	
41269 SSA - Street Repair Expense	150	2,960	2,810	7,034	11,667	4,632	
41270 Vehicle Fuel & Oil	670	793	123	1,963	1,250	(713)	
41280 Travel	-	-	-	259	208	(51)	
41285 Continuing Education	200	110	(90)	204	417	213	
41289 Retirement	743	1,472	729	1,944	2,500	556	
41291 Animal Control Services	-	-	-	1,226	625	(601)	
41300 Economic Development	200	297	97	1,133	625	(508)	
41311 Office Expense	2,064	4,759	2,695	2,963	8,333	5,370	
41511 Insurance - Property	-	-	-	3,574	300	(3,274)	
41512 Insurance - Workers Comp.	-	-	-	1,670	1,083	(587)	
41513 Insurance - Liability	-	-	-	954	442	(512)	
41514 Insurance - Medical	5,611	5,018	(593)	7,551	7,500	(51)	
41515 Insurance - Auto	-	-	-	480	175	(305)	
41516 Insurance - E & O	-	-	-	1,672	917	(755)	
41551 Trustee Commission	-	-	-	1	458	457	
41633 Interest Expense - Note Payable	-	-	-	175	167	(8)	
41691 Bank Charges	-	-	-	-	167	167	
41720 Donations	-	-	-	5	-	(5)	
41800 Emergency Services	-	-	-	16,667	12,083	(4,583)	
41899 Other Expenses	-	-	-	-	833	833	
Total general government expenditures	72,001	100,615	28,614	149,809	197,800	47,991	
Non-Operating Expenditures:							
41940 Capital Projects	-	19,968	19,968	76,218	504,167	427,949	
41943 Acquisition of Public Use Prop.	-	-	-	-	-	-	
41944 Capital Projects - Parks	-	947	947	1,811	-	(1,811)	
48000 Transfer to Reserves	-	-	-	-	-	-	
49030 Capital Outlay Note Payment	-	-	-	25,209	26,000	791	
Total non-operating expenditures	-	20,915	20,915	103,237	530,167	426,929	
Total expenditures	72,001	121,530	49,529	253,046	727,967	474,921	



**General Fund Revenue Analysis as of
January 31, 2019**

	Jan YTD 2018	Budget	% of Budget	Budget Remaining	Comment
General Government Revenues:					
31111 Real Property Tax Revenue	170,422	270,000	63%	99,578	
31310 Interest & Penalty Revenue	18	-		(18)	
31610 Local Sales Tax - Trustee	534,865	900,000	59%	365,135	
31710 Wholesale Beer Tax	61,692	95,000	65%	33,308	
31720 Wholesale Liquor Tax	8,533	15,000	57%	6,467	
31810 Adequate School Facilities Tax	28,987	70,000	41%	41,013	
31900 CATV Franchise Fee Income	19,238	25,000	77%	5,762	
32000 Beer Permits	600	600	100%	-	
32200 Building Permits	280,047	300,000	93%	19,953	
32230 Submittal & Review Fees	3,182	20,000	16%	16,818	
32245 Miscellaneous Fees	1,245	2,000	62%	755	
32260 Business Tax Revenue	6,086	75,000	8%	68,914	
33320 TVA Payments in Lieu of Taxes	13,991	50,000	28%	36,009	
33510 Local Sales Tax - State	253,048	350,000	72%	96,952	
33520 State Income Tax				-	
33530 State Beer Tax	-	2,000	0%	2,000	
33535 Mixed Drink Tax	15,232	12,000	127%	(3,232)	
33552 State Streets & Trans. Revenue	3,921	8,000	49%	4,079	
33553 SSA - Motor Fuel Tax	55,572	80,000	69%	24,428	
33554 SSA - 1989 Gas Tax	8,617	12,000	72%	3,383	
33555 SSA - 3 Cent Gas Tax	15,967	20,000	80%	4,033	
33556 SSA - 2017 Gas Tax	19,945	20,000	100%	55	
36120 Interest Earned - Invest. Accts	16,083	20,000	80%	3,917	
37746 Parks Revenue	17,271	20,000	86%	2,729	
37747 Parks Deposit Return	(3,930)	(5,000)	79%	(1,070)	
37990 Other Revenue	5,625	10,000	56%	4,375	
Total general government revenue	1,536,257	2,371,600	65%	835,343	
Non-Operating Income:					
32300 Impact Fees	350,919	550,000	64%	199,081	
38000 Transfer from Reserves	-	5,812,000		5,812,000	
Total non-operating revenue	350,919	6,362,000		6,011,081	
Total revenue	1,887,176	8,733,600		6,846,424	



General Fund Expenditure Analysis as of
January 31, 2019

	Jan YTD 2019	Budget	% of Budget	Budget Remaining	Comment
General Government Expenditures:					
41110 Salaries	275,943	600,000	46%	324,057	
41141 FICA	17,261	37,200	46%	19,939	
41142 Medicare	4,037	8,700	46%	4,663	
41147 SUTA	1,198	2,400	50%	1,202	
41161 General Expenses	1,291	1,000	129%	(291)	
41211 Postage	316	1,000	32%	684	
41221 Printing, Forms & Photocopy	1,911	7,500	25%	5,589	
41231 Legal Notices	938	3,000	31%	2,062	
41235 Memberships & Subscriptions	2,023	4,000	51%	1,977	
41241 Utilities - Electricity	7,752	12,000	65%	4,248	
41242 Utilities - Water	1,121	2,500	45%	1,379	
41244 Utilities - Gas	728	2,000	36%	1,272	
41245 Telecommunications Expense	2,452	5,000	49%	2,548	
41252 Prof. Fees - Legal Fees	87,780	100,000	88%	12,220	
41253 Prof. Fees - Auditor	14,500	16,000	91%	1,500	
41254 Prof. Fees - Consulting Engineers	68,936	50,000	138%	(18,936)	
41259 Prof. Fees - Other	36,505	40,000	91%	3,495	
41264 Repairs & Maintenance - Vehicles	6,058	5,000	121%	(1,058)	
41265 Parks & Recreation Expense	34,368	40,000	86%	5,632	
41266 Repairs & Maintenance - Buildings	9,956	20,000	50%	10,044	
41268 Repairs & Maintenance - Roads	26,934	819,300	3%	792,366	
41269 SSA - Street Repair Expense	42,206	140,000	30%	97,794	
41270 Vehicle Fuel & Oil	11,777	15,000	79%	3,223	
41280 Travel	1,553	2,500	62%	947	
41285 Continuing Education	1,224	5,000	24%	3,776	
41289 Retirement	11,664	30,000	39%	18,336	
41291 Animal Control Services	7,355	7,500	98%	145	
41300 Economic Development	6,796	7,500	91%	704	
41311 Office Expense	17,781	100,000	18%	82,219	
41511 Insurance - Property	21,443	3,600	596%	(17,843)	
41512 Insurance - Workers Comp.	10,021	13,000	77%	2,979	
41513 Insurance - Liability	5,723	5,300	108%	(423)	
41514 Insurance - Medical	45,303	90,000	50%	44,697	
41515 Insurance - Auto	2,880	2,100	137%	(780)	
41516 Insurance - E & O	10,032	11,000	91%	968	
41551 Trustee Commission	6	5,500	0%	5,494	
41633 Interest Expense - Note Payable	1,050	2,000	53%	950	
41720 Donations	29	-	0%	(29)	
41800 Emergency Services	100,000	145,000	69%	45,000	
41899 Other Expenses	-	10,000	0%	10,000	
Total general government expenditures	898,853	2,371,600	38%	1,472,747	
General government change in net position	637,404	-		(637,404)	
Non-Operating Expenditures:					
41940 Capital Projects	457,306	6,050,000	8%	5,592,694	
41944 Capital Projects - Parks	10,863	-		(10,863)	
49030 Capital Outlay Note Payment	151,254	312,000		160,746	
Total non-operating expenditures	619,423	6,362,000		5,742,577	
Non-operating change in net position	(268,504)	-		268,504	
Total expenditures	1,518,276	8,733,600		7,215,324	
Change in Net Position	368,900	-		(368,900)	



**Wastewater Fund Revenue and Expense Analysis as
of January 31, 2019**

	Dec 2018	Jan 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
Revenues:							
3100 Wastewater Treatment Fees	82,127	91,311	9,184	91,184	77,083	(14,101)	Dec: 28, Jan: 35
3101 Septage Disposal Fees	50	-	(50)	421	833	412	
3105 Late Payment Penalty	-	5,839	5,839	2,477	-	(2,477)	
3109 Uncollectible Accounts	-	-	-	-	(417)	(417)	
3500 Other Income	-	-	-	13	-	(13)	
4009 Returned Check Charges	-	-	-	-	-	-	
Total revenues	82,177	97,150	14,973	94,096	77,500	(16,596)	
Operating Expenses:							
Supply and Operations:							
4010 Payroll Expense	9,061	9,061	-	9,827	14,167	4,339	
4210 Permits & Fees Expense	700	3,370	2,670	690	625	(65)	
4220 Laboratory Water Testing	163	351	188	322	417	95	
4230 Supplies Expense	-	343	343	138	417	278	
4240 Repairs & Maint. Expense	778	5,298	4,520	4,767	5,417	650	
4250 Postage, Freight & Express Chgs	456	792	336	675	667	(8)	
4280 Billing Charges	-	1,418	1,418	430	1,000	570	
4310 Utilities - Electric	6,824	6,663	(161)	5,957	7,500	1,543	
4320 Utilities - Water	286	-	(286)	203	417	214	
4330 Telecommunications	581	515	(66)	250	208	(42)	
4390 Insurance Expense	-	-	-	-	1,750	1,750	
4395 Insurance - Employee Medical	-	224	224	392	1,667	1,275	
4400 Prof. Fees-Consulting Engineers	3,925	2,485	(1,440)	16,396	5,667	(10,729)	
4420 Prof. Fees - Auditor	-	-	-	-	167	167	
4490 Prof. Fees - Other	-	-	-	17,387	5,350	(12,037)	
4710 Payroll Taxes - FICA	562	562	-	553	833	280	
4720 Payroll Taxes - Medicare	131	66	(65)	120	183	63	
4730 Payroll Taxes - SUTA	-	128	128	21	300	279	
4789 Employee Retirement Expense	453	453	395	457	625	168	
4800 Bank Charges	-	-	-	77	42	(36)	
4900 Other Expense	-	-	-	-	83	83	
Total supply and operations	23,920	31,729	8,204	58,661	47,500	(11,161)	
Depreciation							
4990 Depreciation Expense	30,000	30,000	-	30,000	30,000	30,000	
Total operating expenses	53,920	61,729	8,204	88,661	77,500	(11,161)	
Operating result	28,257	35,421	6,769	5,435	-	(5,435)	
Non-Operating Income (Expense):							
3300 Tap Fees	25,000	45,000	20,000	40,018	45,833	5,815	
3902 Interest Income - Invest Accts	1,448	1,514	66	1,343	417	(926)	
4100 Capital Expenditures	-	-	-	-	(25,000)	(25,000)	
4994 Interest Expense	-	1,035	1,035	(1,079)	(1,083)	(4)	
Total non-operating income	26,448	47,549	21,101	40,282	20,167	(20,115)	
Change in Net Position	54,705	82,970	27,870	45,717	20,167	(25,550)	



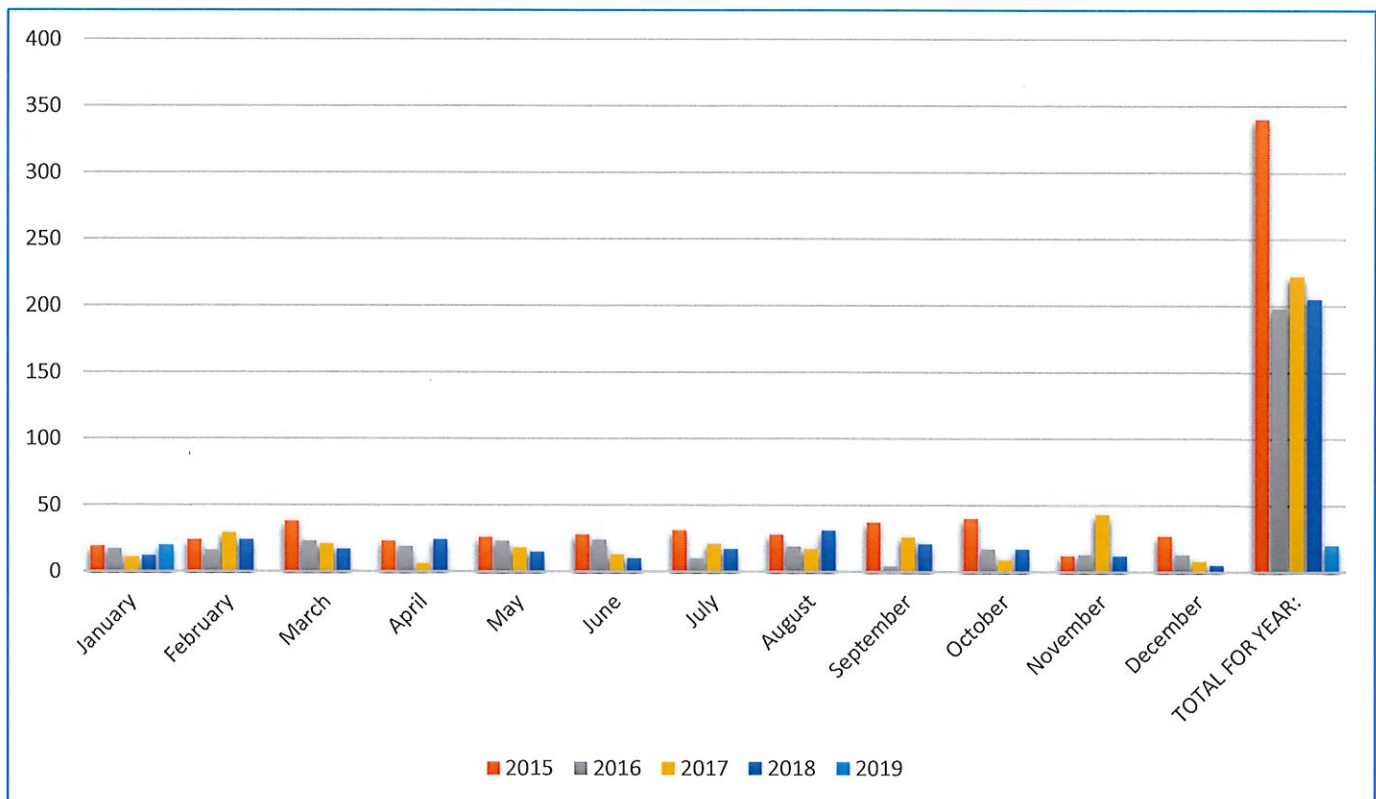
**Wastewater Fund Revenue and Expense Analysis as of
January 31, 2019**

	Jan YTD 2019	Budget	% of Budget	Budget Remaining	Comment
Revenues:					
3100 Wastewater Treatment Fees	638,290	925,000	69%	286,710	
3101 Septage Disposal Fees	2,950	10,000	30%	7,050	
3105 Late Payment Penalty	17,340	-		(17,340)	
3109 Uncollectible Accounts	-	(5,000)		(5,000)	
3500 Other Income	90	-		(90)	
4009 Returned Check Charges	-	-		-	
Total Revenues	<u>658,671</u>	<u>930,000</u>	<u>71%</u>	<u>271,329</u>	
Operating Expenses:					
Supply and Operations:					
4010 Payroll Expense	68,792	170,000	40%	101,208	
4210 Permits & Fees Expense	4,828	7,500	64%	2,672	
4220 Laboratory Water Testing	2,254	5,000	45%	2,746	
4230 Supplies Expense	968	5,000	19%	4,032	
4240 Repairs & Maint. Expense	33,367	65,000	51%	31,633	
4250 Postage, Freight & Express Chgs	4,725	8,000	59%	3,275	
4280 Billing Charges	3,007	12,000	25%	8,993	
4310 Utilities - Electric	41,697	90,000	46%	48,303	
4320 Utilities - Water	1,419	5,000	28%	3,581	
4350 Telecommunications	1,749	2,500	70%	751	
4390 Insurance Expense	-	21,000	0%	21,000	
4395 Insurance - Employee Medical	2,742	20,000	14%	17,258	
4400 Prof. Fees-Consulting Engineers	114,769	68,000	169%	(46,769)	
4420 Prof. Fees - Auditor	-	2,000	0%	2,000	
4490 Prof. Fees - Other	121,706	64,200	190%	(57,506)	
4710 Payroll Taxes - FICA	3,872	10,000	39%	6,128	
4720 Payroll Taxes - Medicare	840	2,200	38%	1,360	
4730 Payroll Taxes - SUTA	150	3,600	4%	3,450	
4789 Employee Retirement Expense	3,199	7,500	43%	4,301	
4800 Bank Charges	542	500	108%	(42)	
4900 Other Expense	-	1,000	0%	1,000	
Total Supply and Operations	<u>410,625</u>	<u>570,000</u>	<u>72%</u>	<u>159,375</u>	
Depreciation					
4990 Depreciation Expense	210,000	360,000	58%	150,000	
Total Operating Expenses	<u>620,625</u>	<u>930,000</u>	<u>67%</u>	<u>309,375</u>	
Operating result	38,045	-		(38,045)	
Non-Operating Income (Expense):					
3300 Tap Fees	280,126	550,000	51%	269,874	
3902 Interest Income - Invest Accts	9,399	5,000	188%	(4,399)	
4100 Capital Expenditures	-	(300,000)	0%	(300,000)	
4994 Interest Expense	(7,553)	(13,000)	58%	(5,447)	
Total non-operating income	<u>281,971</u>	<u>242,000</u>	<u>117%</u>	<u>(39,971)</u>	
Change in Net Position	<u>320,017</u>	<u>242,000</u>	<u>132%</u>	<u>(78,017)</u>	

New Residential Permits Issued 204 -2018

Monthly Comparison

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
January	19	17	11	12	20
February	24	16	29	24	
March	38	23	21	17	
April	23	19	6	24	
May	26	23	18	15	
June	28	24	13	10	
July	31	10	21	17	
August	28	19	17	31	
September	37	4	26	21	
October	40	17	9	17	
November	12	13	43	12	
December	27	13	8	5	
TOTAL FOR YEAR:	<u>340</u>	<u>198</u>	<u>222</u>	<u>205</u>	<u>20</u>
SFR:	<u>284</u>	<u>153</u>	<u>181</u>	<u>173</u>	<u>20</u>
TWN:	<u>49</u>	<u>39</u>	<u>33</u>	<u>22</u>	
OTHER:	<u>7</u>	<u>6</u>	<u>8</u>	<u>10</u>	



Permit #	Issue Date	Issued To	Type	Res./	New/Acc.	Sq Ft	Lot #	Subdivision	Address
1971	1/9/2019	Willow Branch Partners	SFR	RES	NEW	3,158	LOT 1139	Canterbury	2721 Cloister Lane
1972	1/9/2019	Crescent Homes TN, LLC	SFR	RES	NEW	2,793	LOT 1568	Tollgate	3272 Vinemont Dr.
1973	1/9/2019	Shaw Enterprises	SFR	RES	NEW	4,449	LOT 5047	Bridgemore	3804 Everyman Way
1974	1/9/2019	Shaw Enterprises	SFR	RES	NEW	4,806	LOT 5048	Bridgemore	3709 Ronstadt Rd.
1975	1/16/2019	GP Luxury LLC	SFR	RES	NEW	6,261	LOT 6039	Bridgemore	3636 Ronstadt Rd.
1976	1/16/2018	GP Luxury LLC	SFR	RES	NEW	5,424	LOT 6070	Bridgemore	3821 Pulpmill Dr.
1977	1/18/2019	Legacy Homes of TN, LLC	SFR	RES	NEW	6,056	LOT 6050	Bridgemore	3655 Ronstadt Rd.
1978	1/18/2019	Willow Branch Partners	TWN	RES	NEW	2,248	LOT 1251	Canterbury	3065 Sassafras Ln
1979	1/18/2019	Willow Branch Partners	TWN	RES	NEW	2,115	LOT 1252	Canterbury	3061 Sassafras Ln
1980	1/18/2019	Willow Branch Partners	TWN	RES	NEW	2,001	LOT 1253	Canterbury	3057 Sassafras Ln
1981	1/18/2019	Willow Branch Partners	TWN	RES	NEW	2,142	LOT 1254	Canterbury	3053 Sassafras Ln
1982	1/18/2019	Willow Branch Partners	TWN	RES	NEW	2,248	LOT 1255	Canterbury	3049 Sassafras Ln
1983	1/23/2019	Barlow Builders	SFR	RES	NEW	5,254	LOT 6015	Bridgemore	3557 Creamery Bridge Rd
1984	1/23/2019	DeFatta Custom Homes	SFR	RES	NEW	4,622	LOT 6087	Bridgemore	3500 Creamery Bridge Rd.
1985	1/23/2019	Crescent Homes TN, LLC	SFR	RES	NEW	3,044	LOT 1508	Tollgate	3231 Vinemont Dr.
1986	1/23/2019	Crescent Homes TN, LLC	SFR	RES	NEW	3,049	LOT 1510	Tollgate	3239 Vinemont Dr.
1987	1/23/2019	Crescent Homes TN, LLC	SFR	RES	NEW	3,468	LOT 1517	Tollgate	3267 Vinemont Dr.
1988	1/23/2019	Crescent Homes TN, LLC	SFR	RES	NEW	4,557	LOT 1759	Tollgate	2004 Rockhurst Dr.
1989	1/31/2019	Crescent Homes TN, LLC	SFR	RES	NEW	4,099	LOT 1756	Tollgate	2016 Rockhurst Dr.
1990	1/31/2019	Gregg & Rains Bldg. Group	SFR	RES	NEW	4,989	NA	NA	2016 Skyview Lane

SFR: 15

TWN: 5

OTHER: 0

TOTAL: 20