

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
March 10, 2020**

Meeting Called To Order

Pledge Of Allegiance

Consent Agenda

A. Consideration Of The Minutes Of The February 11, 2020 Regular Meeting.

Documents:

[ITEM A - 02_11_2020 BOMA MINUTES.PDF](#)

**B. Consideration Of Utility Board Re-Appointments: Bruce DiFrancisco.
Consideration Of Utility Board Appointments: Mike Roberts & Charles Starck.**

Documents:

[ITEM B DIFRANCISCO RESUME.PDF](#)
[ITEM B ROBERTS RESUME.PDF](#)
[ITEM B STARK RESUME.PDF](#)
[ITEM B UTILITY BOARD APPOINTMENTS_REAPPOINTMENTS.PDF](#)

New Business:

1. Approval Of Resolution 2020-006: A Resolution Of The Town Of Thompson's Station, TN For The Design And Development Of Phase 3 Of The Town's Greenway And To Authorize The Mayor To Sign A Contract With Kimley Horn For The Consulting Services. Contract To Be Provided Upon Receipt From Consultant/Attorneys.

Documents:

[ITEM 1 - RESO 2020-006 KIMLEY HORN.DOC.PDF](#)
[ITEM 1 PHASE 3 GREENWAY DESIGN.PDF](#)

2. Approval Of Ordinance 2020-004: A Resolution Of The Town Of Thompson's Station, TN For Budget Amendments For 2019-2020 Budget.

Documents:

[ITEM 2 - ORDINANCE 2020-004 TO AMEND 2019-2020 BUDGET OF THE THOMPSONS STATION.PDF](#)
[ITEM 2 - REVISED BUDGET FY20 EXHIBIT A.PDF](#)
[ITEM 2 - 2019-2020 BUDGET REVISED GF.PDF](#)
[ITEM 2 - 2019-2020 BUDGET REVISED WW.PDF](#)

3. First Reading On Ordinance 2020-005: An Ordinance Of The Town Of Thompson's Station, Tennessee To Amend Ordinance No 10-007 Pursuant To Title 18, Chapter 1, Regarding Wastewater Fund Fees.

Documents:

[ITEM 3 - PROPOSED ORDINANCE 2020-005 TO AMEND ORDINANCE](#)

NO. 10-007.PDF
ITEM 3 - CURRENT ORDINANCE NO. 10-007.PDF
ITEM 3 - REPEALED ORDINANCE NO. 14-001.PDF
ITEM 3 PROPOSED VERSION OF REVISED ORDINANCE NO 10-007
RED LINES 3.3.20.PDF
ITEM 3 - THOMPSONS STATION SDC PRESENTATION 2-11-2020.PDF
ITEM 3 - REFERENCE MATERIALS OF JACKSON THORNTON CPA.PDF

4. Approve Resolution 2020-007: A Resolution For The Town To Enter The Professional Services Agreement With Barge Design Solutions For The Regional Wastewater Regional Plant Upgrades And Improvements Project.

Documents:

ITEM 4 - RES 2020-007 PROFESSIONAL SERVICES AGREEMENT WITH BARGE_WW REGIONAL PLANT UPGRADES AND IMPROVEMENTS.PDF
ITEM 4 - PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS AS TO THE WASTEWATER REGIONAL PLANT UPGRADES OF 2020.PDF
WW SYSTEM UPDATE BY BARGE 3_10_2020 TS_BOMA.PDF

5. Consideration Of Petition For Annexation Submitted By The Event Land Trust (Graystone Quarry).

Documents:

ITEM 5 - PETITION FOR ANNEXATION - 4440 LES WATKINS ROAD.PDF
ITEM 5 UGB MAP.PDF

Announcements/Agenda Requests

Adjourn

Information Only:

*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
Meeting Minutes
February 11, 2020 7:00 p.m.**

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 February 11, 2020 at the Thompson's Station Community Center 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 Administrator Ken McLawhon; Interim Town Planner Micah Wood; Finance Director Steve Banks; Town Recorder/Clerk Regina Fowler; Town Attorney Andrew Mills; and Town Attorney, Kirk Vandivort.

Pledge of Allegiance:

Consent Agenda:

- a. **Consideration of the Minutes of the January 14, 2020 regular meeting.**
Alderman Bell made a motion to approve the Consent Agenda: Consideration of the Minutes of the January 14, 2020 regular meeting. The motion was seconded by Alderman Alexander and carried unanimously.

Public Comments:

None

Audit Presentation:

Jennifer Manternach, CPA and Erica Saegar, CPA, MBA of Crosslin Certified Public Accountants presented to BOMA, an Independent Auditor's Report on the Town of Thompson's Station, Tennessee as of and for the year ended June 30, 2019. Alderman Dilks vehemently disagreed with the audit noting that he felt the wastewater plant should be declared impaired. Ms. Manternach and Ms. Saegar disagreed with Alderman Dilks and said the Town would have to hire an expert to investigate and declare the wastewater plant impaired. They told Alderman Dilks that they were auditors, they performed this audit and they stand behind their findings/presentation.

Unfinished Business:

1. **Public Hearing and Second Reading of Ordinance 2020-001:** An Ordinance of the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee to approve an Amended Specific Plan Concept Plan for Roderick Place.

A motion was made by Alderman Stover and seconded by Alderman Dilks to approve an Ordinance of the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee to approve an Amended Specific Plan Concept Plan for Roderick Place. The motion carried 4 – 1 with the nay vote being cast by Alderman Bell.

2. **Public Hearing and Second Reading of Ordinance 2020-002:** An Ordinance of the Town of Thompson’s Station, Tennessee to Amend Title 8, Alcoholic Beverages Ordinance.

A motion was made by Alderman Bell and seconded by Alderman Alexander to approve an Ordinance of the Town of Thompson’s Station, Tennessee to Amend Title 8, Alcoholic Beverages Ordinance. The motion passed unanimously.

3. **Public Hearing and Second Reading of Ordinance 2020-003:** An Ordinance of the Town of Thompson’s Station, Tennessee to Amend Title 12, Chapter 4 of the Municipal Code regarding the Impact Assessment Fee.

A motion was made by Alderman Bell and seconded by Alderman Alexander to Approve an Ordinance of the Town of Thompson’s Station, Tennessee to Amend Title 12, Chapter 4 of the Municipal Code regarding the Impact Assessment Fee. The motion carried unanimously.

New Business:

4. **First Reading on Ordinance 2020-004:** An Ordinance of the Town of Thompson’s Station, Tennessee to Amend Ordinance 010-007 Pursuant to Title 18, Chapter 1 regarding Wastewater.

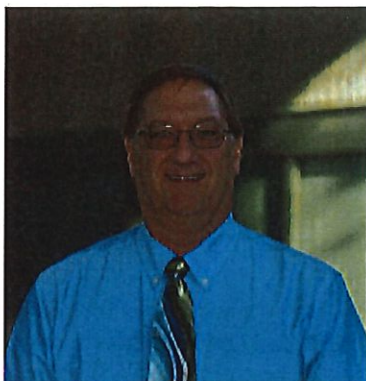
A motion was made by Alderman Bell and seconded by Mayor Napier to table the Ordinance of the Town of Thompson’s Station, Tennessee to Amend Ordinance 010-007 Pursuant to Title 18, Chapter 1 regarding Wastewater until the March BOMA meeting. The motion carried unanimously.

An Open House for Wastewater System: The Town of Thompson’s Station will be holding an Open House regarding the Town’s Wastewater System. The meeting will be held on Wednesday, February 26, 2020 at 6:30 p.m. until 8:00 p.m. in the Thompson’s Station Community Center located at 1555 Thompson’s Station Road West. All interested persons are invited and encouraged to attend the meeting.

There being no further business, the meeting was adjourned at 8:00 p.m.

Corey Napier, Mayor

Regina Fowler Town Recorder/Clerk



Bruce E. DiFrancisco PE

Senior Water/Wastewater Project Manager

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

EDUCATION

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

Bachelor of Civil Engineering, Cleveland State University, 1988

REGISTRATIONS

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

PROFESSIONAL MEMBERSHIPS

AWWA, WEF, KY/TN Memberships in both Organizations

INDUSTRY TENURE

28 years

HDR TENURE

1 years

OFFICE LOCATION

Brentwood, TN

PUBLICATIONS

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

RELEVANT EXPERIENCE

Projects / Responsibilities with HDR:

Quality Management System (QMS) Tennessee Liaison HDR

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

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

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

Role: Project Engineer

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

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

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

City of Chattanooga, Gravity Thickener System Rehabilitation

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

Role: Project Manager

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

Role: QC Resource

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

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

Role: Design Engineer

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

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

Role: Project Engineer

NON-HDR EXPERIENCE

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

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

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

Role: Task Manager

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

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

Role: Construction Administrator

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

For the Northeast Ohio Regional Sewer District, Mr. DiFrancisco

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

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

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

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

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

Role: Task Manager

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

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

Role: Quality Control Engineer

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

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

Role: Task Manager

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

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

Role: Construction Administrator

Savanna Street WWTP Composite Correction Plan, Jackson, MS

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

Role: Project Manager

Wastewater Treatment Plant Improvements, Avon Lake, Ohio.

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

Role: Quality Control Engineer

Woodmere South Collection System Evaluation, Jefferson Parish, LA

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

Role: Project Manager

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

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

Role: Technical Reviewer/Project Engineer

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

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

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

Role: Project Manager

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

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

Role: Project Manager

Lift Station 56 Assessment and Upgrades, Phoenix, Arizona

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

Role: Project Manager

Lift Station Capacity Study, Phoenix, Arizona

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

Role: Quality Control

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

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

Role: Project Manager

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

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

Role: Project Lead

Lift Station Optimization Study, Phoenix, Arizona

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

Role: Project Team Leader

Wastewater Treatment Plant Needs Analysis, Queen Creek, Arizona

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

Role:

Estrella Lift Station and Force Main Preliminary Design Phoenix, Arizona

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

Role: Project Manager

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

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

Role: Project Manager

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

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

Role: Department Manager

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

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

Role: Department Manager

Verrado Wastewater Treatment Plant, Buckeye, Arizona

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

Role: Department Manager

Youngtown Lift Station Rehabilitation/Conversion, Youngtown, Arizona

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

Role: Project Manager

Russell Ranch Sewage Treatment Plant, Maricopa County, Arizona

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

Role: Department Manager

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

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

repairs of an interceptor were required.

Role: Department Manager

Agua Fria Ranch Lift Station, Youngstown, Arizona

Mr. DiFrancisco managed a developer driven lift station project. Consultant education with AAWC lift station standards was required, as well as significant QA/QC.

Role: Project Manager

Arizona Gateway WWTP, Mohave County, Arizona

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

Role: Department Manager

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

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

Role: Project Manager

Globe Prison WWTP Expansion, Phoenix, Arizona

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

Role: Project Manager

Nut Island Headworks Improvements, Boston, Massachusetts

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

Role: Project Engineer

Pump Station Rehabilitation, Detroit, Michigan.

For the City of Detroit, Mr. DiFrancisco worked on rehabilitation of the Fairview Pump Station, an 80 plus year old sewage pump station. Tasks included complete, phased wetwell rehabilitation and pump

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

Role: Project Engineer

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

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

Role: Project Engineer

WWTP Improvements, Florida Power Corporation

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

Role: Project Engineer

Wastewater Lift Station Design, Texas Municipality, Texas

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

Role: Project Engineer

Sludge Transport Analysis, Valrico Area, Hillsborough County, Florida

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

Role: Project Engineer

Cost Opinion, Valrico Area, Hillsborough County, Florida

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

Role: Project Engineer

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

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

Role: Shop Drawing Review

Anthem Water Campus, Phase 1, Anthem, Arizona.

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

Role: Project Manager

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

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

Role: Project Manager

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

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

Role: Task Manager

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

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

Role: Project Manager

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

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

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

Role: Project Engineer/Project Manager

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

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

Role: Project Manager

Tubac Well Site Improvements/Arsenic Treatment, Tubac, Arizona

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

Role: Project Manager

Anthem Upper Reservoir Expansion, Anthem, Arizona

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

Role: Project Manager

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

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

Role: Project Manager

Sun City Grand Water System, Arizona

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

Role: Project/ Department Manager

Sun Village Water System, Surprise, Arizona

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

Role: Project/ Department Manager

Clearwater Farms Booster Station Expansion, Maricopa County, Arizona

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

Role: Department Manager

City of Surprise Water System, Surprise, Arizona

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

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

Role:

System-wide Arsenic Remediation, various sites throughout Arizona

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

Role: Project Manager

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

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

Role: Department Manager

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

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

Role: Department Manager

Anthem Well Field, Anthem, Arizona

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

Role: Department Manager

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

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

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

Role: Project Manager

Sun City Well 4C Installation, Sun City, Arizona

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

Role: Department Manager

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

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

Role: Project Manager

175th Avenue Line Extension, Maricopa County, Arizona

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

Role: Design Engineer

Garrett Well Investigation and Purchase, Tubac, Arizona

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

Role: Project Manager

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

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

Role: Department Manager

Plant 8 Expansion, Lake Havasu City, Arizona

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

Role: Department Manager

24-1 System Evaluation, Bullhead City, Arizona

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

Role: Department Manager

Beck's Run Pump Station Improvements, Pittsburgh, Pennsylvania

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

Role: Project Engineer

Booster Station Rehabilitation and Upgrade, Youngstown, Ohio

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

Role: Project Engineer

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

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

Role: Project Engineer

Linear Wellfield Design, Pinellas County, Florida

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

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

Role: Project Engineer

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

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

Role: Project Engineer

Odor Control Design, South County WWTP, Tampa, Florida

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

Role: Project Engineer

System Wide Backflow Preventer Installation, Phoenix Arizona

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

Role: Project Manager

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

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

Role: Department Manager

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

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

Role: Project Manager

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

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

Role: Project Engineer

Permitting for Solid Waste Transfer Station, Seminole County, Florida

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

Role: Project Engineer

Site Plan Development for Composting Facility, Private Client, Florida

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

Role: Project Engineer

Roadway Utility Locations, Various Locations in Arizona

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

Role: Engineer

Utility Relocations for Expressway Construction, Tampa, Florida

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

Role: Project Engineer

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

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

Role: Team Member

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

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

Role: Team Member

Y2K Backup Power Preparedness Project, Phoenix, Arizona

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

Role: Project Manager



Michael A. Roberts, CPA, CGMA

"...exceptionally energetic and enthusiastic ...projects a charisma that captures the imagination of staff..."

SuzAnne Eubanks
Partner, Horne LLP

Professional Profile

Highly motivated to develop people and business processes that can be replicated. Keen perspective of strategic business planning and have a high degree of interest in participating and influencing the strategic direction of business.

- Record of success in people development, process development, strategic planning and vision through the success of the Horne LLP franchise division growth from 10 employees to 80 and a practice serving clients in all 50 states.
- Led the implementation of cloud based accounting of general ledger and payroll for Horne LLP including significant due diligence and process improvement.
- Dedicated to teaching as part of a lifelong passion of nurturing and developing others, something coined "Portable Skills Development".

Education, Honors, Publications and Presentations

- **Bachelor of Science in Accounting**
Louisiana State University, Baton Rouge, LA. 1982
Beta Alpha Si Honor Society Member
- **Publications and Presentation**
Co-Author of Accounting Handbook for Medical Practices
John Wiley, May 2000
ISBN:9780471370093

Various articles from time-to-time with Wall Street Journal, Restaurant News, and Pizza Market Quarterly

Presentation on Cloud Based Accounting
Restaurant Finance Conference
November 2013

Key Qualifications

- **People development** – Developed more partners admitted into partnership during my tenure as lead partner than any other partner in similar role.

*“...You moved the needle and were
willing to exert the energy necessary to do
so. That’s rare space in our
profession...”*

Brian McDonald
Partner, Horne LLP

- **Business development** – Created a compelling vision for practice that influenced the long-term success of the practice and the overall success of the company. Upon joining Horne LLP the company was a small local firm and today it is recognized as the 48th largest CPA firm in the U.S. The franchise practice has enjoyed a compound 15% growth spanning in excess of 15 years. Acknowledging that generally there is ample marketplace opportunity, the challenge is generally developing the team to profitably serve that need on a recurring basis while evolving as the marketplace need changes which is my unique skillset.

Employment

Horne LLP

- Staff Accountant, December 1986
Manager, June 1987
Partner, June 1988
- Partner in Charge – Franchise Division
June 1988 – December 2010
- Board of Directors
December 1988 – December 2009

Arthur Anderson & Company

- Staff Accountant – Tax Department
May, 1982 – December 1986
New Orleans, LA

Teamster

- Driver at various construction sites throughout Louisiana
September 1975 – 1976
Baton Rouge, LA
- McLean Trucking – Driver/Shift Supervisor
June 1976 – May 1982
Port Allen, LA

USMC

- Communications Technician (NSA)
March 1972 – March 1975
San Juan, PR to Adak, AK

Professional Affiliations

American Institute of CPA’s
TN Society of CPA’s

State Licenses

Tennessee
Louisiana



Charles F. Starck, RA, AIA

EDUCATION

Southern Technical Institute
Marietta, GA
Architectural Engineering

Cornell University, Ithaca, NY
Masters Professional Certificate-Hotel Planning & Design

Harvard Graduate School of Design
Architectural Imagination Seminar

Eidgenössische Technische Hochschule Zürich
Smart Cities Urban Planning

PROFESSIONAL ASSOCIATIONS

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

LICENSES & CERTIFICATIONS

Licensed Architect (all current):
Arizona, #
California, #
Colorado, #
Idaho, #
New York, #
Oklahoma, #
Texas, #
Washington, #
NCARB #

AWARDS

2014 Lend Lease DoD Employee Excellence Award for Excellence in Sustainability

LendLease - Americas

SENIOR ARCHITECT - DESIGN MANAGER

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

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

Charles is one of three representatives for Lendlease to the Advisory Board of the Wood Utilization + Design Institute at Clemson University. He was a guest lecturer on Mass Timber at MIT School of Architecture in 2017.

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

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

PROFILE

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

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

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

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

SELECTED PROJECT HISTORY
Museum Place, Block C, Fort Worth, TX - 400,000 sf, 300 apartment mixed use urban development in the Museum District
Privatized Army Lodging (PAL) Program – New hotels and renovations of existing hotels on 42 Army installations nationwide (over 15,000 rooms)
Military Housing Privatization Initiative (MHPI), Fort Hood, TX - 232 single family unit Privatized Army Housing
Horizon Uptown, Aurora, CO – Welcome Center - CLT
Candlewood Suites, Joint Base San Antonio, San Antonio, TX – 310 room hotel
Celebration Hotel, Celebration, FL -110 room boutique hotel
Candlewood Suites, Redstone Arsenal, AL – 92 rooms - CLT
Candlewood Suites, Fort Drum, NY – 99 room hotel - CLT
Candlewood Suites, Ft. Huachuca, AZ – 242 room hotel
Candlewood Suites, Joint Base Lewis McChord, WA – 127 rooms – CLT
Candlewood Suites, Fort Jackson, SC – 2 buildings – 317 rooms - CLT
Hospitality Projects – over 125 hotels including Candlewood Suites, Holiday Inn Express, Cambria Suites, Hampton Inn, Aloft, Marriott, Hilton Garden Inn, Four Seasons, Staybridge Suites, Best Western and other major brands in multiple cities across the US.
Four Seasons Hotel, Philadelphia, PA – Renovation of 364 room hotel
Clay Lacy Aviation, Aircraft Hanger, King County Airport, Seattle, WA
Industrial distribution, food processing and cold storage facilities nationwide.



Regina Fowler <rowler@thompsons-station.com>

Online Form Submittal: Utility Board Interest Form

2 messages

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

Thu, Feb 27, 2020 at 8:17 AM

Utility Board Interest Form

First Name	Charles
Last Name	Starck
Address1	2101 Callaway Park Place
City	Thompsons Station
State	TN
Zip	37179
E-mail Address	architext@yahoo.com
Phone Number	6158071321
Introduce yourself and explain your interest in participating in the Utility Board	I was one of the original members of the Utility Board but had to step down to sort out some health issues. Having dealt with those I would like to reapply to serve. My corporate resume is attached.
Resume, Statement of Interest, etc. (not required)	resume(CharlesStarck) 02-27-2020.pdf

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

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

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

Thu, Feb 27, 2020 at 11:32 AM

Utility Board Interest Form

First Name	Michael
Last Name	Roberts
Address1	1810 Thompsons Station Road West
City	Thompsons Station

State	TN
Zip	37179
E-mail Address	MikeRobertsTN@outlook.com
Phone Number	6156303550
Introduce yourself and explain your interest in participating in the Utility Board	I have been involved with the city and public since retiring in 2014. My background as a CPA, business leader and decision maker qualifies me from a financial understanding perspective to be a member of the committee due to the significant financial decisions under consideration. My involvement within the community qualifies me from an involvement perspective in that I am actively engaged in the community.
Resume, Statement of Interest, etc. (not required)	Resume.pdf

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

[Quoted text hidden]

RESOLUTION NO. 2020-006

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
APPROVING A CONTRACT WITH KIMLEY HORN FOR THE DESIGN AND
DEVELOPMENT OF PHASE 3 OF THE TOWN'S GREENWAY AND TO AUTHORIZE
THE MAYOR TO SIGN A CONTRACT WITH KIMLEY HORN FOR CONSULTING
SERVICES**

WHEREAS, the Town received an Active Transportation Program (ATP) grant for the development of Phase 3 of the Town's greenway system; and

WHEREAS, the Town released a Request for Qualifications (RFQ) in order to receive qualifications for the development of the Town's Phase 3 greenway project within Preservation Park; and

WHEREAS, Kimley Horn has submitted qualifications consistent with the requirements set forth in the Town's Consultant Selection Policy to provide consulting services for the Phase 3 greenway project within Preservation Park; and

WHEREAS, the Town's Parks and Recreation Advisory Board is recommending that the Board of Mayor and Aldermen approve the contract for Kimley Horn; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a contract with Kimley Horn for consulting services 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 professional services contract with Kimley Horn 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 10th day of March 2020.

Corey Napier, Mayor

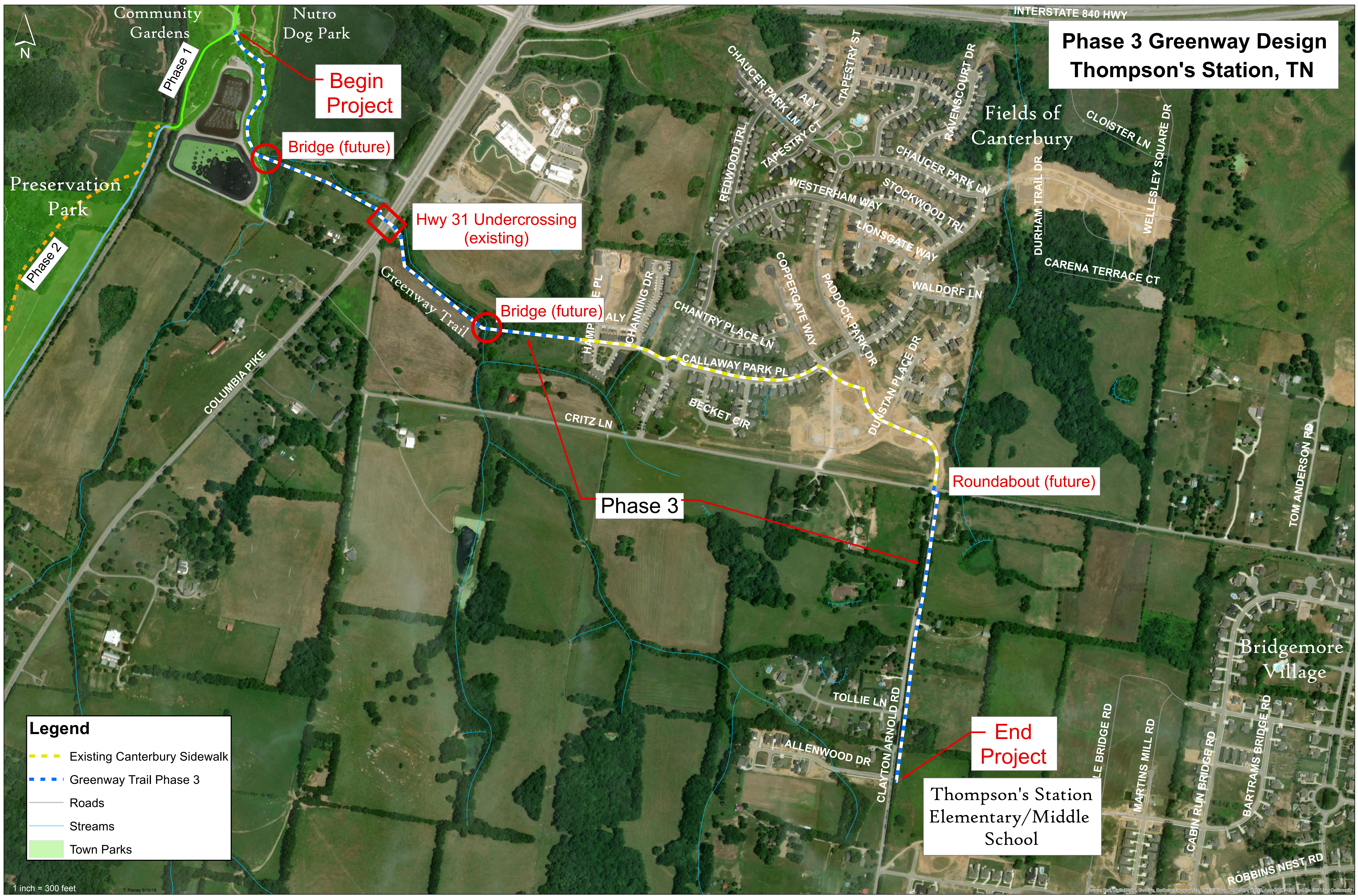
ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

Phase 3 Greenway Design Thompson's Station, TN



Legend

- — — Existing Canterbury Sidewalk
- — — Greenway Trail Phase 3
- Roads
- Streams
- Town Parks

ORDINANCE NO. 2020-004

AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND ORDINANCE NO. 2019-007, AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee did, after a public hearing, pass on the first and second readings an annual budget and tax rate for the fiscal year beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee have been acting and proceeding under that annual budget and tax rate as enacted; and

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee have determined the need to amend the annual budget as enacted as in the best interest of the Town of Thompson's Station, Tennessee: and

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

Section 1. That the Town of Thompson's Station's Ordinance 2019-007 be amended as reflected in the attachment, Exhibit A, which is incorporated herein by reference as if stated verbatim.

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

Section 3. This ordinance shall take effect immediately upon passage 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 _____, 2020.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

EXHIBIT A

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
WHICH AMENDS THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2019 AND ENDING JUNE 30, 2020.**

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

- a. Local Sales Tax – State revenue is decreased from \$550,000 to \$465,000
- b. Payroll Expenses is decreased from \$742,417 to \$613,416
- c. Prof. Fees – Legal Fees is increased from \$150,000 to \$210,000
- d. Prof. Fees – Consult Engineers is increased from \$146,000 to \$225,000
- e. Prof. Fees – Other is increased from \$50,000 to \$75,000
- f. Repairs & Maintenance-Vehicles is decreased from \$20,000 to \$10,000
- g. SSA – Street Repair Expense is decreased from \$170,000 to \$110,000
- h. Office Expense is increased from \$50,000 to \$85,000
- i. Capital Projects is decreased from \$3,912,000 to \$2,719,263

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

- a. Wastewater Treatment Fees income is increased from \$1,177,019 to \$1,227,019
- b. Interest Income – Invest Accts is decreased from \$40,000 to \$21,000
- c. Repairs & Maint. Expense is decreased from \$100,000 to \$80,000
- d. Prof. Fees – Legal Fees is increased from \$0 to \$20,000
- e. Prof. Fees – Other is increased from \$5,000 to 23,000
- f. Capital Projects is decreased from \$3,700,000 to \$3,235,624

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

General Fund

	Actual FYE 6/30/19	Estimated FYE 6/30/20	Approved Budget FY 06/30/20	(Over) Under	Revised Budget FY 06/30/20	(Over) Under	Change from Approved to Revised
Revenues							
31111 · Real Property Tax Revenue	286,533	290,000	283,500	(6,500)	283,500	(6,500)	-
31310 · Interest & Penalty Revenue		-		-		-	-
31610 · Local Sales Tax - Trustee	987,944	1,000,000	915,000	(85,000)	915,000	(85,000)	-
31710 · Wholesale Beer Tax	99,789	111,711	99,000	(12,711)	99,000	(12,711)	-
31720 · Wholesale Liquor Tax	15,208	14,681	15,000	319	15,000	319	-
31810 · Adequate School Facilities Tax	51,105	68,529	46,000	(22,529)	46,000	(22,529)	-
32000 · Beer Permits	600	700	600	(100)	600	(100)	-
32260 · Business Tax Revenue	85,637	75,000	75,000	-	75,000	-	-
33320 · TVA Payments in Lieu of Taxes	41,974	49,824	56,000	6,176	56,000	6,176	-
33510 · Local Sales Tax - State	430,468	460,079	550,000	89,922	465,000	4,922	(85,000)
33530 · State Beer Tax	-	-		-		-	-
33535 · Mixed Drink Tax	14,273	9,031	9,000	(31)	9,000	(31)	-
33552 · State Streets & Trans. Revenue	8,613	9,382	9,000	(382)	9,000	(382)	-
33553 · SSA - Motor Fuel Tax	90,708	92,501	92,000	(501)	92,000	(501)	-
33554 · SSA - 1989 Gas Tax	14,336	14,753	15,000	247	15,000	247	-
33555 · SSA - 3 Cent Gas Tax	26,564	27,338	28,000	662	28,000	662	-
33556 · SSA - 2017 Gas Tax	34,292	43,611	34,000	(9,611)	34,000	(9,611)	-
38000 · Transfer from Reserves		-	-	-	-	-	-
Total Revenues	2,188,044	2,267,140	2,227,100	(40,040)	2,142,100	(125,040)	(85,000)
Expenditures							
41110 · Payroll Expense	522,180	585,000	742,417	157,417	613,416	28,416	(129,001)
41141 · Payroll Taxes - FICA	32,281	43,130	46,030	2,900	46,030	2,900	0
41142 · Payroll Taxes - Medicare	7,550	10,023	10,023	(0)	10,023	-	0
41147 · Payroll Taxes - SUTA	2,207	1,726	1,726	-	1,726	-	-
41514 · Insurance - Employee Medical	72,982	105,850	113,100	7,250	113,100	7,250	-
41289 · Employee Retirement Expense	21,152	29,683	37,121	7,438	37,121	7,438	-
		-					-
41161 · General Expense	785	-	3,000	3,000	3,000	3,000	-
41211 · Postage, Freight & Express Chgs	426	1,035	1,500	465	1,500	465	-
41221 · Printing, Forms & Photocopy Exp	3,454	801	6,000	5,199	6,000	5,199	-
41231 · Publication of Legal Notices	2,624	3,000	3,000	-	3,000	-	-
41235 · Memberships & Subscriptions	2,618	5,000	5,000	-	5,000	-	-
41241 · Utilities - Electricity	9,730	12,219	15,000	2,781	15,000	2,781	-
41242 · Utilities - Water	2,431	2,500	2,500	-	2,500	-	-
41244 · Utilities - Gas	1,498	1,438	2,000	562	2,000	562	-

General Fund

41245 · Telecommunications Expense	4,488	5,194	6,000	806	6,000	806	-
41252 · Prof. Fees - Legal Fees	141,780	218,645	150,000	(68,645)	210,000	(8,645)	60,000
41253 · Prof. Fees - Auditor	14,500	13,500	14,500	1,000	14,500	1,000	-
41254 · Prof. Fees-Consulting Engineers	189,734	211,647	146,000	(65,647)	225,000	13,353	79,000
41259 · Prof. Fees - Other	63,571	73,540	50,000	(23,540)	75,000	1,460	25,000
41264 · Repairs & Maint - Vehicles	8,896	9,264	20,000	10,736	10,000	736	(10,000)
41265 · Parks & Rec. Expense	37,756	20,597	20,150	(447)	20,150	(447)	-
41266 · Repairs & Maint - Bldg	22,307	3,278	24,000	20,722	24,000	20,722	-
41268 · Repairs & Maint-Roads, Drainage	41,903	18,660	40,000	21,340	40,000	21,340	-
41269 · SSA - Street Repair Expense	80,499	40,874	170,000	129,126	110,000	69,126	(60,000)
41270 · Vehicle Fuel & Oil Expense	15,838	20,000	22,000	2,000	22,000	2,000	-
41280 · Travel Expense	3,572	5,000	5,000	-	5,000	-	-
41285 · Continuing Education Expense	1,629	6,000	6,000	-	6,000	-	-
41291 · Animal Control Services	7,355	7,910	8,000	90	8,000	90	-
41300 · Economic Development Expense	6,796	3,500	3,500	-	3,500	-	-
41311 · Office Expense	43,860	85,000	50,000	(35,000)	85,000	-	35,000
41511 · Insurance - Property	21,443	23,064	5,000	(18,064)	5,000	(18,064)	-
41512 · Insurance - Workers Comp.	10,021	14,744	12,000	(2,744)	12,000	(2,744)	-
41513 · Insurance - Liability	5,723	16,009	7,500	(8,509)	7,500	(8,509)	-
41515 · Insurance - Auto	2,880	2,694	5,000	2,306	5,000	2,306	-
41516 · Insurance - E & O	10,032	-	11,000	11,000	11,000	11,000	-
41551 · Trustee Commission	6	-	4,000	4,000	4,000	4,000	-
41633 · Interest Expense - Note Payable	-	-	-	-	-	-	-
41691 · Bank Charges	1,050	-	600	600	600	600	-
41720 · Donations	-	-	25,000	25,000	25,000	25,000	-
41800 · Emergency Services	100,000	100,000	100,000	-	100,000	-	-
41899 · Other Expenses	690	-	8,000	8,000	8,000	8,000	-
49030 · Capital Outlay Note Payment	311,944	171,000	171,000	-	171,000	0	-
Total Expenditures	1,830,191	1,871,526	2,072,666	201,141	2,072,666		(0)
Fund Increase from Operations	357,853	395,615	154,434	(241,181)	69,434		(85,000)
Additional Fund Sources							
32200 · Building Permits	479,812	576,605	504,000	(72,605)	504,000	(72,605)	-
32230 · Submittal & Review Fees	16,735	31,512	5,000	(26,512)	5,000	(26,512)	-
32300 · Impact Fees (Roads)	650,200	507,324	567,000	59,676	567,000	59,676	-
31900 · CATV Franchise Fee Income	25,494	24,974	30,000	5,026	30,000	5,026	-
32245 · Miscellaneous Fees	1,595	672	2,000	1,328	2,000	1,328	-
37746 · Parks Revenue	21,796	6,098	30,000	23,902	7,000	902	(23,000)

General Fund

37990 · Other Revenue	9,595	10,371	9,900	(471)	9,900	(471)	-
36120 · Interest Earned - Invest. Accts	37,562	34,697	57,500	22,803	57,500	22,803	-
Total Building, Impact & Other Fees	1,242,789	1,192,253	1,205,400	13,147	1,182,400		(23,000)

33725 · Greenways & Trails Grant			572,000		572,000		0
33725 - State one time shared			-		82,463		82,463
Total Other Funding Sources (Grants)		-	572,000		654,463		82,463

Capital Improvement Plan	FY 2020						
Town Hall Building/Street Scope (Phase 1)			1,200,000	1,200,000	350,000	350,000	(850,000)
Office Furniture/Upgrade	10,000		50,000	40,000	10,000	-	(40,000)
Town Hall - Municipal Software upgrade	24,000		100,000	76,000	24,000	-	(76,000)
Road Improvements:			1,400,000	1,400,000		-	(1,400,000)
- Critz Lane ROW acquisitions	334,484				620,263	285,779	620,263
- Critz Lane Phase 1	200,000				200,000	-	200,000
- Pratt Road					400,000	400,000	400,000
						-	-
Maintenance Equipment		120,000	197,000	77,000	150,000	30,000	(47,000)
Total for General Funds	0	688,484	2,947,000		1,754,263	1,065,779	(1,192,737)
Park Improvements			250,000	250,000	50,000	50,000	(200,000)
Trail Improvements			700,000	700,000	543,300	543,300	(156,700)
- ATP Grant for Phase 2 of Trailways/greenway					156,700	156,700	156,700
- TAP Grant for Phase 3 multimoblie connectivity					200,000	200,000	200,000
Signage			15,000	15,000	15,000	15,000	-
Total for Parks	0	0	965,000		965,000	965,000	0
TOTAL CAPITAL IMPROVEMENT PROJECTS			3,912,000		2,719,263	2,030,779	(1,192,737)

Wastewater Fund

	Actual FYE 6/30/19	Estimated FYE 6/30/20	Approved Budget FY 06/30/20	(Over) Under	Revised Budget FY 06/30/20	(Over) Under	Change from Approved to Revised
	Actual FYE 6/30/19	Estimated FYE 6/30/20	Approved Budget FY 06/30/20	(Over) Under	Revised Budget FY 06/30/20	(Over) Under	Change from Approved to Revised
Income							
3100 · Wastewater Treatment Fees	1,096,491	1,227,015	1,177,019	(49,996)	1,227,019	4	50,000
3101 · Septage Disposal Fees	8,000	8,486	9,600	1,114	9,600	1,114	-
WW Review Fees	-	-	-	-	-	-	-
3105 · Late Payment Penalty	35,509	32,863	15,000	(17,863)	15,000	(17,863)	-
3109 · Uncollectible Accounts-Write Off's	-	-	-	-	-	-	-
3902 · Interest Income - Invest Accts	18,420	20,782	40,000	19,218	21,000	218	(19,000)
4009 · Returned Check Charges	415	-	350	350	350	350	-
49900 · Uncategorized Income	-	240	-	(240)	-	(240)	-
Transfers from Reserve - Fund Balance							
Total Income	1,158,835	1,289,386	1,241,969	(47,417)	1,272,969	(16,417)	31,000
Expense							
<u>4010 · Payroll Expense</u>	123,502	209,925	219,684	9,759	219,684	9,759	-
4710 · Payroll Taxes - FICA	7,264	7,325	13,620	6,295	13,620	6,295	-
4720 · Payroll Taxes - Medicare	1,633	1,713	2,966	1,253	2,966	1,253	-
4730 · Payroll Taxes - SUTA	182	-	630	630	630	630	-
4395 · Insurance - Employee Medical	9,211	18,180	23,400	5,220	23,400	5,220	-
4789 · Employee Retirement Expense	5,934	5,907	10,984	5,077	10,984	5,077	-
4210 · Permits & Fees Expense	4,828	6,000	6,000	-	6,000	-	-
4220 · Laboratory Water Testing	3,255	1,716	4,000	2,284	4,000	2,284	-
4230 · Supplies Expense	1,680	10,000	5,000	(5,000)	5,000	(5,000)	-
4240 · Repairs & Maint. Expense	62,413	68,304	100,000	31,696	80,000	11,696	(20,000)
4250 · Postage, Freight & Express Chgs	8,686	7,294	9,000	1,706	9,000	1,706	-
4280 · Billing Charges	7,096	5,129	8,000	2,871	8,000	2,871	-
4310 · Utilities - Electric	76,439	93,969	85,000	(8,969)	85,000	(8,969)	-
4320 · Utilities - Water	2,876	2,945	6,000	3,055	6,000	3,055	-
4350 · Telecommunications	2,543	1,910	3,600	1,690	3,600	1,690	-
4390 · Insurance Expense	-	20,000	20,000	-	20,000	-	-
41252 · Prof. Fees - Legal Fees	-	20,000	-	(20,000)	20,000	-	20,000
4400 · Prof. Fees-Consulting Engineers	283,415	86,808	100,000	13,192	100,000	13,192	-
4420 · Prof. Fees - Auditor	-	-	2,500	2,500	2,500	2,500	-
4490 · Prof. Fees - Other	10,000	23,000	5,000	(18,000)	23,000	-	18,000

Wastewater Fund

	Actual FYE 6/30/19	Estimated FYE 6/30/20	Approved Budget FY 06/30/20	(Over) Under	Revised Budget FY 06/30/20	(Over) Under	Change from Approved to Revised
4800 · Bank Charges	2,246	6,400	250	(6,150)	250	(6,150)	-
4900 · Other Expense	190	-	1,000	1,000	1,000	1,000	-
4990 · Depreciation Expense	360,000	450,000	450,000	-	450,000	-	-
4994 · Interest Expense	12,310	9,500	9,500	-	9,500	-	-
Total Expense	985,703	1,056,025	1,086,134	30,109	1,104,134	48,109	18,000
Net Income from Operations	173,132	233,361	155,835	(77,526)	168,835	(64,526)	13,000

3300 · Tap Fees	502,500	484,286	500,000	15,714	500,000	15,714	-
Total Tap Fees	502,500	484,286	500,000	15,714	500,000	15,714	-

			FY 2020				
WW - Repairs of Cell #1		300,000	500,000	200,000	300,000	-	(200,000)
WW - Hill Property Drip fields (includes professional engineering services)		1,670,448	2,600,000	929,552	2,600,000	929,552	-
WW - Treatment Facility			500,000	500,000	-	-	(500,000)
WW - Equipment Replacements	46,819	25,000	100,000	75,000	25,000	-	(75,000)
WW - New WWTP design		250,000			250,000	-	250,000
WW - Alexander Property Soil Tests		60,624			60,624	-	60,624
Total Capital Improvements for Wastewater	46,819	2,306,072	3,700,000	1,704,552	3,235,624	929,552	(464,376)

ORDINANCE NO. 2020-005

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND
ORDINANCE NO. 10-007 PURSUANT TO TITLE 18, CHAPTER 1 REGARDING WASTE
WATER RECLAMATION AND REUSE**

WHEREAS, the Utility Board and Town Staff for the Town of Thompson's Station is recommending amendments to certain provisions of the Town's Ordinance No. 10-007 as authorized under Title 18, Chapter 1, Subsection 18-114 of the Municipal Code for the Town of Thompson's Station, and specifically, based on and pursuant to the Jackson Thornton, Certified Public Accountants and Consultants study titled *Town of Thompson's Station, TN Wastewater System Development Charge Analysis*; and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of amendments to Ordinance No. 10-007 as proposed herein to increase the fees as necessitated by the demand on the Town of Thompson's Station's Wastewater System; and

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

WHEREAS, the Board of Mayor and Alderman further believe and understand that growth should, where possible, pay for itself as to the expansion and demands on the Town of Thompson's Station's Wastewater System infrastructure; and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to amend the language of Ordinance No. 10-007 as to the components of system development fees, access/tap fees, and effluent disposal fees to be known as the Wastewater Impact Fees; and

WHEREAS, the Board of Mayor and Aldermen have reviewed Ordinance No. 10-007 as developed under Title 18, Chapter 1, Subsection 18-114 and determined, based upon the considerations of the recommendations of the Utility Board, Town Staff and the study on which the recommendations were made, it is necessary and prudent to increase the Wastewater Fund Fees to \$ _____ toward contributions of capital for existing or planned future plant facilities necessary to meet the service needs of new and existing customers;

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

Section 1. That the Town of Thompson's Station's Ordinance No. 10-007 is amended, as provided hereinafter, and that Ordinance No. 14-001 be repealed as provided under Title 18, Chapter 1, Section 18-114;

Section 2. That Ordinance No. 10-007 is amended to amend the EDU amount, and to strike and replace sentence 4, resulting in the following language for Section 3 (a):

- (a) Estimated water usage is based on calculations derived from several professional water use estimation formulas and a usage calculation worksheet is included in this

ordinance as exhibit A. An equivalent dwelling unit (EDU) is based on an estimated single-family dwelling water usage at _____gallons per day (GPD). Water usage calculations for the purpose of calculating fees shall deem any usage less than _____GPD as one (1) EDU and any usage calculated to exceed _____GPD (or multiples thereof) shall be counted as an additional EDU.

The components of system development fees, access/tap fees, and effluent disposal fees shall be known as Wastewater Fund Fees.

Section 3. That Ordinance No. 10-007 is amended by deleting Section 3 (b) of said ordinance in its entirety and replacing it with the following new subsection:

(b) This portion of the Ordinance shall take effect on July 1, 2020, unless otherwise provided herein, and the following shall become the Wastewater Fund Fee amount(s) to be charged to developers, contractors, builders and/or property owners proposing to connect to the Town's Wastewater Treatment Facilities with the due dates provided herein:

Wastewater Impact Fee:	\$ _____ per EDU	Due Upon: _____
Effluent Disposal Fee:	\$ _____ per EDU	Due Upon: _____
Total:	\$ _____	

Section 4. That Ordinance No. 10-007 is amended by deleting Section 3 (c) of said ordinance in its entirety and replacing it with the following new subsection:

(c) There shall be a review of the Wastewater Impact Fee in January of each odd year to start in 2023.

Section 5. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and said document shall constitute the Wastewater Reclamation and Reuse ordinances of the Town.

Section 6. If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 7. This ordinance shall take effect on July 1, 2020 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 _____, 2020.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

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

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

ORDINANCE NO. 10-007

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE,
ESTABLISHING USER RATES FOR THOSE PERSONS UTILIZING THE TOWN'S
WASTEWATER TREATMENT FACILITIES**

WHEREAS, the Town of Thompson's Station has implemented a wastewater treatment facility for treatment of sewage and waste water; and

WHEREAS, the Town's wastewater treatment facility must be self-sustaining, it is necessary to establish sewer user rates, the same being in conformity with State law and provisions of the grants and bonds to which the Town is committed; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to separate the wastewater tap fees into separate components: system development, access/tap, and effluent disposal fees to more efficiently plan for the growth of the wastewater system.

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

Section 1. All Prior Conflicting Ordinances Repealed. That upon the effective date of this ordinance, all prior ordinances and resolutions in conflict herewith be repealed.

Section 2. User rates. That from and after the date of adoption, the following become the user rates to be charged to customers of the Town's wastewater treatment facility, to wit:

Residential & Nonresidential Uses:	107.5% of water fees
Maximum Monthly Residential Fee:	\$55.00

Section 3. System Development, Access/Tap and Effluent Disposal Fee.

(a) Estimated water usage is based on calculations derived from several professional water use estimation formulas and a usage calculation worksheet is included in this ordinance as exhibit A. An equivalent dwelling unit (EDU) is based on an estimated single family dwelling water usage at three hundred fifty (350) gallons per day (GPD). Water usage calculations for the purpose of calculating fees shall deem any usage less than three hundred fifty (350) GPD as one (1) EDU and any usage calculated to exceed 350 GPD (or multiplies thereof) shall be counted as an additional EDU. For example, a proposed use calculated at 700 or less GPD would be 2 EDUs, but a use calculated at 701 GPD would be 3 EDUs.

(b) From and after the date of adoption, the following shall become the system development fee, access and tap fee, and effluent disposal fees to be charged to developers and builders proposing to connect to the Town's wastewater treatment facility, to wit:

System Development Fee: (To be paid in conjunction with Preliminary Plat submittal)	\$ 2,500.00 Per EDU
Access and Tap Fee: (To be paid prior to recordation of Final Plat)	\$ 1,100.00 Per EDU
Effluent Disposal Fee (To be paid prior to issuance of Building Permit)	\$ 1,700.00 Per EDU

(c) Any developer, builder or property owner who has purchased sewer taps before the effective date of this Ordinance shall be credited with the System Development Fee and Access and Tap Fee. From and after the effective date of this Ordinance, developers, builders, and property owners seeking the issuance of building permits shall be responsible for payment of the Effluent Disposal Fee in lieu of the dedication and deeding of property for effluent disposal, unless otherwise specifically approved by the Board of Mayor and Aldermen.

Section 4. Residential capacity letters. That from and after the date of adoption, the following become the fee to be charged for the initial capacity reservation letter for lots proposing to connect to the Town's wastewater treatment facility, to wit:

Residential Capacity Letter:	\$ 10.00 Per Lot
Nonresidential Capacity Letter: (To be paid prior to submittal of a Site Development Plan)	\$ 20.00 Per Lot

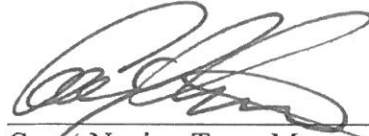
Section 5. Pump and Haul. Any developer, builder or property owner who proposes to provide sewage disposal service to their development, business or residence utilizing pump and haul must submit an application for approval to the Town. A non-refundable \$900.00 deposit will be required as part of application. Pump and haul service shall only be permitted when it is determined by the Town that: (1) sewer or septic service is not available to the property, (2) sewer service will be made available within a reasonable time, (3) that an adequate bond or surety has been provided by the property owner to the Town to ensure payment of the pump and haul service contract, and (4) that said service is in the best interest of the Town. Upon approval by the Town the property owner shall agree to the terms of the pump and haul contract. The pump and haul contracts shall be administered by the Town for treatment by the Town's wastewater system and shall be approved by the Board of Mayor and Aldermen.

Section 6. Violation and penalty. In addition to any other action the Town may take against a permit holder in violation of this chapter, such violation shall be punishable by civil penalty not to exceed \$50.00. Each day a violation occurs shall constitute a separate offense. Nothing herein shall prohibit the Town from seeking other remedies, including injunctive relief or claims for damages to its rights-of-way, to enforce the purposes of this ordinance.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

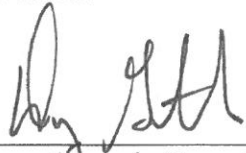
Section 8. Effective date. This ordinance shall take effect upon its passage on final reading by the governing body and upon publication in a newspaper of general circulation, the public welfare requiring.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the 18th day of January, 2011.



Corey Napier, Town Mayor

ATTEST:



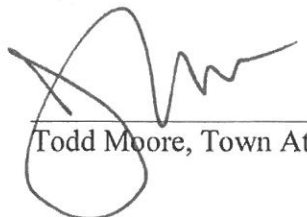
Doug Goetsch, Town Recorder

Passed First Reading: November 16, 2010

Passed Second Reading: January 18, 2011

Submitted to Public Hearing on the 18th day of January, 2011, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 27th day of December, 2010.

APPROVED AS TO FORM AND LEGALITY:



Todd Moore, Town Attorney

Exhibit A (Water Usage Calculation Table)

The water usage table below is for non-residential and multifamily uses only. Residential uses shall constitute one (1) EDU for each separate living unit or quarters. Accessory living quarters both attached and detached also constitute one (1) EDU.

Type of Establishment	Design Unit	Design Flow Rate
Churches		
Church	Per Seat	5 GPD
Church with kitchen facility	Per Seat	8 GPD
Church with Daycare Facilities	Per Person (Children & Adults)	20 GPD
Church with Multiple Buildings	Calculate Uses Separately	-----
Commercial/Industrial Facilities		
Airports, Bus & Rail Depots – No Food	Per 1,000 Square Feet	150 GPD
Barber Shop	Per Chair	5 GPD
Beauty Salon	Per Chair	100 GPD
Bowling Alley	Per Lane	75 GPD
Child Day-care Facility (Commercial)	Per Person (Children & Adults)	20 GPD
Child Day-care Facility (Home)	Per Bedroom	170 GPD
Temp. Const. Offices/Work Camp (no showers)	Per Person	40 GPD
Temp. Const. Offices/Work Camp (showers)	Per Person	80 GPD
Factory or Plant (no showers)	Per Employee	20 GPD
Factory or Plant (showers)	Per Employee	40 GPD
Grocery Store (no food service)	Per 1,000 Square Feet	80 GPD
Grocery Store (food service)	Per 1,000 Square Feet	100 GPD
Highway Rest Area/Visitor Center	Per Square Foot	10 GPD
Laundry (self service)	Per Machine	500 GPD
Marina (no bathing facilities)	Per Boat Slip	25 GPD

Marina (with bathing facilities)	Per Boat Slip	50 GPD
Office Buildings	Per Total Number of Employees	20 GPD
Individual Retail Store (not mall or shopping center)	Per Square Foot	5 GPD
Vehicle Service Station (no food/public restroom)	Per Employee	20 GPD
Shopping Center or Mall	Per 1,000 Square Feet	150 GPD
Stadium, Auditorium, Theater (any type)	Per Seat	5 GPD
Veterinary Hospital	Per 1,000 Square Feet	200 GPD
Apartment Buildings		
For Each – One Bedroom	Per Apartment Unit	250 GPD
For Each – Two Bedroom	Per Apartment Unit	300 GPD
For Each – Three Bedroom	Per Apartment Unit	350 GPD
Bed & Breakfast Establishment	Per Bedroom (All)	175 GPD
Boarding or Rooming House (no meals)	Per Bedroom (All)	175 GPD
Boarding or Rooming House (meals)	Per Bedroom (All)	200 GPD
Hotels or Motels (with private bathrooms)	Per Room	150 GPD
Food Service/Drinking Establishments		
Ordinary Restaurant (not 24 hr.)	Per Seat	40 GPD
Restaurant Operating 24 Hrs. Per Day (no interstate)	Per Seat	80 GPD
Restaurant Operating 24 Hrs. Per Day (interstate)	Per Seat	150 GPD
Drive-in or Take-out Restaurant	Per Hour Open for Business	70 GPD
Tavern, Bar, Lounge (with no food)	Per Seat	40 GPD
Tavern, Bar, Lounge (with restricted food service)	Per Seat	60 GPD
Catering Business – Banquet Facilities	Per Person	30 GPD
Institutions		
Assembly Halls, Public Buildings	Per Seat	5 GPD
Home for the Aged	Per Bed	125 GPD
Medical Hospital	Per Bed	300 GPD

Mental Hospital	Per Bed	180 GPD
Nursing Home	Per Bed	180 GPD
Prison or Jail	Per Bed	125 GPD
Schools (with showers & cafeterias)	Per Person	16 GPD
Schools (without showers & cafeterias)	Per Person	12 GPD
Recreational Establishments		
Camps (Daytime Use Only-Toilets no meals)	Per Person	15 GPD
Camps (Daytime Use Only-Toilets meals)	Per Person	25 GPD
Fairgrounds or Mass Gathering Facility	Per Person	3 GPD
Golf Course Clubhouse (on peak daily attendance)	Per Person	10 GPD
Park – Public Restroom	Per Parking Space	5 GPD
Swimming Pool & Bathhouse (on peak attendance)	Per Person	10 GPD
Travel Trailer Park (water & sewer hookups)	Per Trailer Space	100 GPD
Travel Trailer Park (no water & sewer hookups)	Per Trailer Space	75 GPD

ORDINANCE NO. 14-001

~~AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE, TO INCREASE
THE EFFLUENT DISPOSAL USER RATES FOR THE TOWN'S
WASTEWATER TREATMENT FACILITIES~~

~~WHEREAS, the Town of Thompson's Station has implemented a wastewater treatment facility for treatment of sewage and waste water; and~~

~~WHEREAS, the Town's wastewater treatment facility must be self-sustaining, it is necessary to establish sewer user rates and fees, the same being in conformity with State law and provisions of the grants and bonds to which the Town is committed; and~~

~~WHEREAS, the Board of Mayor and Aldermen have determined that it is necessary to increase the effluent disposal fees from \$1,700 per EDU to \$2,500 per EDU to cover the increased cost related to the acquisition and installation of drop field systems to the standards now required by the Tennessee Department of Environment and Conservation, and to more efficiently plan for the growth of the wastewater system.~~

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

~~**Section 1.** That Ordinance No. 10-007 is amended by deleting Section 3(b) of said ordinance in its entirety and replacing it with the following new subsection:~~

~~(b) From and after the date of adoption, the following shall become the system development fee, access and tap fee, and effluent disposal fees to be charged to developers and builders proposing to connect to the Town's wastewater treatment facility:~~

System Development fee:	\$2,500.00 Per EDU
(To be paid in conjunction with Preliminary Plat submittal)	
Access and Tap Fee:	\$1,100.00 Per EDU
(To be paid prior to recordation of Final Plat)	
Effluent Disposal Fee:	\$2,500.00 Per EDU
(To be paid prior to issuance of Building Permit)	

~~**Section 2.** That upon the effective date of this ordinance, all prior ordinances and resolutions in conflict herewith are repealed.~~

~~Section 3.~~ This ordinance shall take effect upon its passage on final reading by the governing body and upon publication in a newspaper of general circulation, the public welfare requiring:

~~Duly approved and adopted by the Mayor and Board of Aldermen of the Town of Thompson's Station, Tennessee, on the 11th day of February, 2014.~~

Corey Napler, Town Mayor

ATTEST: _____

Leah Rainey, Town Recorder

~~Passed First Reading:~~

~~Passed Second Reading:~~

~~Submitted to Public Hearing on the _____ day of _____, 2014, at 7:00p.m., after being advertised in the Williamson AM Newspaper on the _____ day of _____, 2014.~~

~~APPROVED AS TO FORM AND LEGILITY:~~

Kirk Vandivort, Town Attorney

ORDINANCE NO. 10-007

**AN ORDINANCE FOR THE TOWN OF THOMPSON'S STATION, TENNESSEE,
ESTABLISHING USER RATES FOR THOSE PERSONS UTILIZING THE TOWN'S
WASTEWATER TREATMENT FACILITIES**

WHEREAS, the Town of Thompson's Station has implemented a wastewater treatment facility for treatment of swage of waste water; and

WHEREAS, the Town's wastewater treatment facility must be self-sustaining, it is necessary to establish sewer user rates, the same being in conformity with State law and provisions of the grants and bonds to which the Town is committed; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to separate the wastewater tap fees into separate components: system development, access/tap, and effluent disposal fees to more efficiently plan for the growth of the wastewater system.

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

Section 1. All Prior Conflicting Ordinances Repealed. That upon the effective date of this ordinance, all prior ordinances and resolutions in conflict herewith be repealed.

Section 2. User rates. That from and after the date of adoption, the following become the user rates to be charged to customers of the Town's wastewater treatment facility, to wit:

Residential & Nonresidential Uses:	107.5% of water fees
Maximum Monthly Residential Fee:	\$55.00

Section 3. System Development, Access/Tap and Effluent Disposal Fee.

- (a) Estimated water usage is based on calculations derived from several professional water use estimation formulas and a usage calculation worksheet is included in this ordinance as exhibit A. An equivalent dwelling unit (EDU) is based on an estimated single-family dwelling water usage at three hundred fifty (350)/~~two hundred twenty five (225)~~/two hundred fifty (250) gallons per day (GPD). Water usage calculations for the purpose of calculating fees shall deem any usage less than

three hundred fifty (350)/two hundred twenty five (225)/two hundred fifty (250) GPD as one (1) EDU and any usage calculated to exceed 350/225/250 GPD (or multiples thereof) shall be counted as an additional EDU. ~~For example, a proposed use calculated at 700 or less GPD would be 2 EDUs, but a use calculated at 701 GPD would be 3 EDUs.~~

The components of system development fees, access/tap fees, and effluent disposal fees shall be known as Wastewater Fund Fees.

~~(b) From and after the date of adoption, the following shall become the system development fee, access and tap fee, and effluent disposal fees to be charged to developers and builders proposing to connect to the Town's wastewater treatment facility, to wit:~~

~~System Development Fee: \$2,500.00 Per EDU
(To be paid in conjunction with Preliminary Plat submittal)
Access and Tap Fee: \$1,100.00 Per EDU
(To be paid prior to recordation of Final Plat)
Effluent Disposal Fee \$1,700.00 Per EDU~~

(b) This portion of the Ordinance shall take effect on July 1, 2020, unless otherwise provided herein, and the following shall become the Wastewater Fund Fee amount(s) to be charged to developers, contractors, builders and/or property owners proposing to connect to the Town's Wastewater Treatment Facilities with the due dates provided herein:

Wastewater Impact Fee: \$9,225.00 per EDU Due Upon: Preliminary Plat

~~(ALTERNATIVE):~~

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Wastewater Impact Fee: \$12,887.00 per EDU (225) Due Upon: Preliminary Plat

~~(ALTERNATIVE):~~

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Wastewater Impact Fee: \$14,319.00 per EDU (250) Due Upon: Preliminary Plat

~~(ALTERNATIVE):~~

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Wastewater Impact Fee: \$20,047.00 per EDU(350) Due Upon: Preliminary Plat

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~~(ALTERNATIVE):~~

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Wastewater Impact Fee: \$9,225.00 per EDU Due Upon: Preliminary Plat

Effluent Disposal Fee: \$2,500.00 per EDU Due Upon: Building Permit

Total: \$11,725.00

(ALTERNATIVE):

Wastewater Impact Fee:	\$9,225.00 per EDU	Due Upon: Preliminary Plat
Effluent Disposal Fee:	\$4,500.00 per EDU	Due Upon: Preliminary Plat
Total:	\$13,725.00	

~~(c) Any developer, builder or property owner who has purchased sewer taps before the effective date of this Ordinance shall be credited with the System Development Fee and Access and Tap Fee. From and after the effective date of this Ordinance, developers, builders, and property owners seeking the issuance of building permits shall be responsible for payment of the Effluent Disposal Fee in lieu of the dedication and deeding of property for effluent disposal, unless otherwise specifically approved by the Board of Mayor and Aldermen.~~

~~(c) There shall be a review of the Wastewater Impact Fees in January of each odd year to start in 2023.~~

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Section 4. Residential capacity letters. That from and after the date of adoption, the following become the fee to be charged for the initial capacity reservation letter for lots proposing to connect to the Town's wastewater treatment facility, to wit:

Residential Capacity Letter:	\$10.00 Per Lot
Nonresidential Capacity Letter:	\$20.00 Per Lot

(To be paid prior to submittal of a Site Development Plan)

Section 5. Pump and Haul. Any developer, builder or property owner who proposes to provide sewage disposal service to their development, business or residence utilizing pump and haul must submit an application for approval to the Town. A non-refundable \$900.00 deposit will be required as part of application. Pump and haul service shall only be permitted when it is determined by the Town that : (1) sewer or septic service is not available to the property, (2) sewer service will be made available within a reasonable time, (3) that an adequate bond or surety has been provided by the property owner to the Town to ensure payment of the pump and haul service contract, and (4) that said service is in the best interest of the Town. Upon approval by the Town the property owner shall agree to the terms of the pump and haul contract. The pump and haul contracts shall be administered by the Town for treatment by the Town's wastewater system and shall be approved by the Board of Mayor and Aldermen.

Section 6. Violation and penalty. In addition to any other action the Town may take against a permit holder in violation of this chapter, such violation shall be punishable by civil penalty not to exceed \$50.00. Each day a violation occurs shall constitute a separate offense. Nothing herein shall prohibit the Town from seeking other remedies, including injunctive relief or claims for damages to its rights-of-way, to enforce the purposes of the ordinance.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 8. Effective date. This ordinance shall take effect upon its passage on final reading by the governing body and upon publication in a newspaper of general circulation, the public welfare requiring.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the 18th day of January, 2011

Corey Napier, Town Mayor

ATTEST:

Doug Goetsch, Town Recorder

Passed Frist Reading: November 16 2010

Passed Second Reading: January 18, 2011

Submitted to Public Hearing on the 18th day of January, 2011 at 7:00p.m., after being advertised in the Williamson AM Newspaper on the 27th day of December, 2010.

APPROVED AS TO FORM AND LEGALITY:

| _____
~~Kirk Vandivort~~, Town Attorney

EXHIBIT A
(Water Usage Calculation Table)

The water usage table below is for non-residential and multifamily uses only. Residential uses shall constitute one (1) EDU for each separate living unit or quarters. Accessory living quarters both attached and detached also constitute one (1) EDU.

Churches		
Church	Per Seat	5 GPD
Church with Kitchen Facility	Per Seat	8 GPD
Church with Daycare Facilities	Per Person (Children & Adults)	20 GPD
Church with Multiple Buildings	Calculate Uses Separately	---
Commercial/ Industrial Facilities		
Airports, Bus & Rail Depots – No Food	Per 1, 000 Square Feet	150 GPD
Barber Shop	Per Chair	5 GPD
Beauty Salon	Per Chair	100 GPD
Bowling Alley	Per Lane	75 GPD
Child Day-care Facility (Commercial)	Per Person (Children & Adults)	20 GPD
Child Day -care (Home)	Per Bedroom	170 GPD
Temp. Const. Office/ Work Camp (no showers)	Per Person	40 GPD
Temp. Const. Office/ Work Camp (showers)	Per Person	80 GPD
Factory or Plant (no showers)	Per Employee	20 GPD
Factory or Plant (showers)	Per Employee	40 GPD
Grocery Store (no food service)	Per 1,000 Square Feet	80 GPD
Grocery Store (food services)	Per 1,000 Square Feet	100 GPD
Highway Rest Area/ Visitor Center	Per Square Foot	10 GPD
Landry (self service)	Per Machine	500 GPD
Marina (no bathing facilities)	Per Boat Slip	25 GPD
Marina (with bathing facilities)	Per Boat Slip	50 GPD
Office Buildings	Per Total Number of Employees	20 GPD
Individual Retail Store (not mall or shopping center)	Per Square Foot	5 GPD
Vehicle Service Station (no food/public restroom)	Per Employee	20 GPD

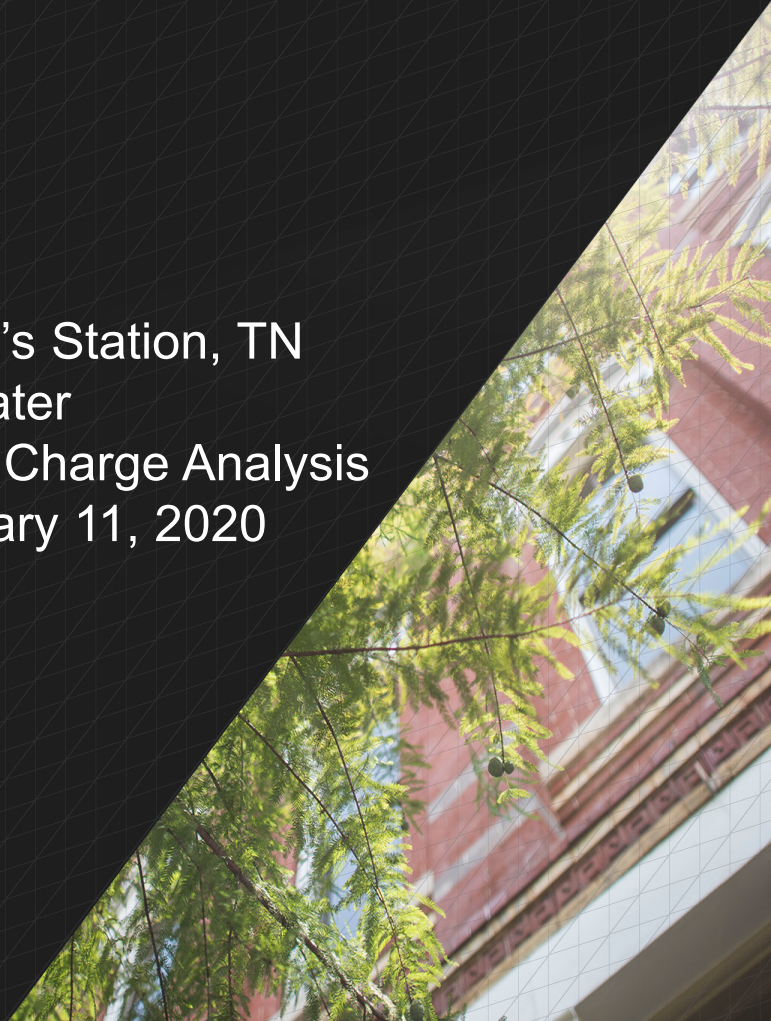
Shopping Center Mall	Per 1,000 Square Feet	150 GPD
Stadium, Auditorium, Theater (any type)	Per Seat	5 GPD
Veterinary Hospital	Per 1,000 Square Feet	200 GPD
Apartment Buildings		
For Each-one Bedroom	Per Apartment Unit	250 GPD
For Each -Two Bedroom	Per Apartment Unit	300 GPD
For Each- Three Bedroom	Per Apartment Unit	350 GPD
Bed & Breakfast Establishment	Per Bedroom (All)	175 GPD
Boarding or Rooming House (no meals)	Per Bedroom (All)	175 GPD
Boarding or Rooming House (meals)	Per Bedroom (All)	200 GPD
Hotels or Motels (with private bathrooms)	Per Room	150 GPD
Food Services/ Drinking Establishments		
Ordinary Restaurant (not 24 hr.)	Per Seat	40 GPD
Restaurant Operating 24 Hrs. Per Day (no interstate)	Per Seat	80 GPD
Restaurant Operating 24 Hrs. Per Day (interstate)	Per Seat	150 GPD
Drive-in or Take-out Restaurant	Per Hour Open for Business	70 GPD
Tavern, Bar, Lounge (with no food)	Per Seat	40 GPD
Tavern, Bar, Lounge (with no food)	Per Seat	60 GPD
Catering Business- Banquet Facilities	Per Person	30 GPD
Institutions		
Assembly Halls, Public Buildings	Per Seat	5 GPD
Home for Aged	Per Bed	125 GPD
Medical Hospital	Per Bed	300 GPD
Medical Hospital	Per Bed	180 GPD
Nursing Home	Per Bed	1850 GPD
Prison or Jail	Per Bed	125 GPD
Schools (with showers & cafeterias)	Per Person	16 GPD
Schools (without showers & cafeterias)	Per Person	12 GPD
Recreational & Establishments		
Camps (Daytime Use Only- Toilets no meals)	Per Person	15 GPD

Camps (Daytime Use Only- Toilets & meals)	Per Person	25 GPD
Fairgrounds or Mass Gathering Facility	Per Person	3 GPD
Golf Course Clubhouse (on peak daily attendance)	Per Person	10 GPD
Park - Public Restroom	Per parking Space	5 GPD
Swimming Pool & Bathhouse (on peak attendance)	Per Person	10 GPD
Travel Trailer Park (water & sewer hookups)	Per Trailer Space	100 GPD
Travel Trailer Park (No water & sewer hookups)	Per Trailer Space	75 GPD

JACKSON THORNTON

Certified Public Accountants
& Consultants

Town of Thompson's Station, TN Wastewater System Development Charge Analysis Presented February 11, 2020



System Development Fees - Definition

- A contribution of capital toward existing or planned future plant facilities necessary to meet the service needs of new customers to which such fees apply.
- Two methods used to determine the amount of these charges are the buy-in method and the incremental-cost pricing method.
- Charges are intended to provide funds to be used to finance all or part of capital improvements necessary to serve new customers.

*AWWA's, Principles of Water Rates, Fees and Charges, p328

System Development Fees – Methodologies

- Equity (Buy-In) Method – This approach attempts to assess new customers a fee to approximate the equity position of current customers. (AWWA M-1, p199)
- Incremental Cost Method – Assigns to new development the incremental cost of system expansion needed to serve the new development. (AWWA M-1, p202).
- Given the dynamics of the Town's wastewater system, the Incremental Cost Method was applied.

Process Overview

1. Develop Equivalent Residential Unit using 12 months ended June 2018 billing statistics.
2. Determine the number of ERU's of capacity being added.
3. Incremental Cost - Calculate the average investment per ERU on the additional capacity being added.

Develop Equivalent Residential Unit

Incremental Approach

Annual Residential Sales (Gals)	85,481,600
Annual Residential Billings	17,448
Monthly Volume/Customer (Gals)	4,899
Annual Volume/Customer (Gals)	58,791
530,000 gallons Additional Daily Capacity	193,450,000
Equivalent Residential Units (ERU)	3,290

Determine the Avg. Investment Per ERU in New Capacity

Equivalent Residential Units (ERU) 3,290

Projected Growth Related Investment in Plant \$ 20,000,000

Projected Interest Expense on Long Term Debt \$ 10,356,250

Projected Cost of Capacity Related Investment \$ 30,356,250

Average Investment/ERU \$ 9,225

*Does not include labor, materials, inspection, etc.

Fee Escalation by Meter Size

Meter Size (Inches)	Multiplier		Fee
3/4	1.00	\$	9,225
1	1.33	\$	12,301
1 1/2	2.00	\$	18,451
2	2.67	\$	24,601
3	4.00	\$	36,902
4	5.33	\$	49,202
6	8.00	\$	73,804
8	10.67	\$	98,405
10	13.33	\$	123,006
12	16.00	\$	147,607

Fee Escalation by Estimated Max Flow

Maximum Rated Flow GPM	Meter Size	Multiplier	Fee
30	3/4	1.00	\$ 9,225
50	1	1.67	\$ 15,376
100	1 1/2	3.33	\$ 30,752
160	2	5.33	\$ 49,202
320	3	10.67	\$ 98,405
500	4	16.67	\$ 153,758
1,000	6	33.33	\$ 307,515
1,600	8	53.33	\$ 492,024
4,200	10	140.00	\$ 1,291,563
5,300	12	176.67	\$ 1,629,830

*Meter flows would need to be confirmed by water provider

**Town of Thompson's Station
System Development Charge Analysis - Incremental Approach
Period Ending June 2018
Summary
\$20MM Projected Investment
Actual Consumption**

Incremental Approach	
Annual Residential Sales (Gals)	85,481,600
Annual Residential Billings	17,448
Monthly Volume/Customer (Gals)	4,899
Annual Volume/Customer (Gals)	58,791
530,000 gallons Additional Daily Capacity	193,450,000
Equivalent Residential Units (ERU)	3,290
Projected Growth Related Investment in Plant	\$ 20,000,000
Projected Interest Expense on Long Term Debt	\$ 10,356,250
Projected Cost of Capacity Related Investment	<u>\$ 30,356,250</u>
Average Investment/ERU	\$ 9,225

Meter Size (Inches)	Multiplier	Fee
3/4	1.00	\$ 9,225
1	1.33	\$ 12,301
1 1/2	2.00	\$ 18,451
2	2.67	\$ 24,601
3	4.00	\$ 36,902
4	5.33	\$ 49,202
6	8.00	\$ 73,804
8	10.67	\$ 98,405
10	13.33	\$ 123,006
12	16.00	\$ 147,607

Maximum Rated Flow GPM	Meter Size	Multiplier	Fee
30	3/4	1.00	\$ 9,225
50	1	1.67	\$ 15,376
100	1 1/2	3.33	\$ 30,752
160	2	5.33	\$ 49,202
320	3	10.67	\$ 98,405
500	4	16.67	\$ 153,758
1,000	6	33.33	\$ 307,515
1,600	8	53.33	\$ 492,024
4,200	10	140.00	\$ 1,291,563
5,300	12	176.67	\$ 1,629,830

Town of Thompson's Station
System Development Charge Analysis - Incremental Approach
Summary
\$20MM Projected Investment
250 Gallons/Day/ERU

Incremental Approach	
Daily Volume/ERU	225
530,000 gallons Additional Daily Capacity	530,000
Equivalent Residential Units (ERU)	2,356
Projected Growth Related Investment in Plant	\$ 20,000,000
Projected Interest Expense on Long Term Debt	\$ 10,356,250
Projected Cost of Capacity Related Investment	<u>\$ 30,356,250</u>
Average Investment/ERU	\$ 12,887

Meter Size (Inches)	Multiplier	Fee
3/4	1.00	\$ 12,887
1	1.33	\$ 17,183
1 1/2	2.00	\$ 25,774
2	2.67	\$ 34,366
3	4.00	\$ 51,548
4	5.33	\$ 68,731
6	8.00	\$ 103,097
8	10.67	\$ 137,462
10	13.33	\$ 171,828
12	16.00	\$ 206,193

Maximum Rated Flow GPM	Meter Size	Multiplier	Fee
30	3/4	1.00	\$ 12,887
50	1	1.67	\$ 21,478
100	1 1/2	3.33	\$ 42,957
160	2	5.33	\$ 68,731
320	3	10.67	\$ 137,462
500	4	16.67	\$ 214,785
1,000	6	33.33	\$ 429,570
1,600	8	53.33	\$ 687,311
4,200	10	140.00	\$ 1,804,192
5,300	12	176.67	\$ 2,276,719

**Town of Thompson's Station
System Development Charge Analysis - Incremental Approach
Summary
\$20MM Projected Investment
250 Gallons/Day/ERU**

Incremental Approach	
Daily Volume/ERU	250
530,000 gallons Additional Daily Capacity	530,000
Equivalent Residential Units (ERU)	2,120
Projected Growth Related Investment in Plant	\$ 20,000,000
Projected Interest Expense on Long Term Debt	\$ 10,356,250
Projected Cost of Capacity Related Investment	<u>\$ 30,356,250</u>
Average Investment/ERU	\$ 14,319

Meter Size (Inches)	Multiplier	Fee
3/4	1.00	\$ 14,319
1	1.33	\$ 19,092
1 1/2	2.00	\$ 28,638
2	2.67	\$ 38,184
3	4.00	\$ 57,276
4	5.33	\$ 76,368
6	8.00	\$ 114,552
8	10.67	\$ 152,736
10	13.33	\$ 190,920
12	16.00	\$ 229,104

Maximum Rated Flow GPM	Meter Size	Multiplier	Fee
30	3/4	1.00	\$ 14,319
50	1	1.67	\$ 23,865
100	1 1/2	3.33	\$ 47,730
160	2	5.33	\$ 76,368
320	3	10.67	\$ 152,736
500	4	16.67	\$ 238,650
1,000	6	33.33	\$ 477,300
1,600	8	53.33	\$ 763,679
4,200	10	140.00	\$ 2,004,658
5,300	12	176.67	\$ 2,529,687

Town of Thompson's Station
System Development Charge Analysis - Incremental Approach
Summary
\$20MM Projected Investment
350 Gallons/Day/ERU

Incremental Approach	
Daily Volume/ERU	350
530,000 gallons Additional Daily Capacity	530,000
Equivalent Residential Units (ERU)	1,514
Projected Growth Related Investment in Plant	\$ 20,000,000
Projected Interest Expense on Long Term Debt	\$ 10,356,250
Projected Cost of Capacity Related Investment	<u>\$ 30,356,250</u>
Average Investment/ERU	\$ 20,047

Meter Size (Inches)	Multiplier	Fee
3/4	1.00	\$ 20,047
1	1.33	\$ 26,729
1 1/2	2.00	\$ 40,093
2	2.67	\$ 53,458
3	4.00	\$ 80,186
4	5.33	\$ 106,915
6	8.00	\$ 160,373
8	10.67	\$ 213,830
10	13.33	\$ 267,288
12	16.00	\$ 320,745

Maximum Rated Flow GPM	Meter Size	Multiplier	Fee
30	3/4	1.00	\$ 20,047
50	1	1.67	\$ 33,411
100	1 1/2	3.33	\$ 66,822
160	2	5.33	\$ 106,915
320	3	10.67	\$ 213,830
500	4	16.67	\$ 334,110
1,000	6	33.33	\$ 668,219
1,600	8	53.33	\$ 1,069,151
4,200	10	140.00	\$ 2,806,521
5,300	12	176.67	\$ 3,541,562

RESOLUTION NO. 2020-007

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN
SOLUTIONS, INC**

WHEREAS, the Town of Thompson's Station after presentation and review is desirous of making Regional Wastewater Treatment Plant Upgrades and other improvements (the "Project"); and

WHEREAS, the Board of Mayor and Aldermen does authorize the Mayor to enter into and execute an agreement for the basic services as defined and outlined within the Professional Services Agreement for the Project with Barge Design Solutions, Inc, and

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, attached hereto as Exhibit A, wherein Barge Design Solutions, Inc. shall provide the basic services as defined within the Agreement for the Project, is approved and the Mayor is authorized to sign the agreement on behalf of the Town of Thompson's Station.

RESOLVED AND ADOPTED this ____ day of March, 2020.

Corey Napier , Mayor

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Kirk Vandivort, Town Attorney

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

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

Project: Regional Wastewater Treatment Plant Upgrades

Location: Thompson's Station, TN

Description of Project:

The project includes upgrades to the existing wastewater treatment facility including a new membrane bioreactor (MBR) to increase the capacity of the facility to 1.0 million gallons per day (MGD), new influent pump station, new digester, new dewatering system, and associated piping, site electrical, etc.

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

Services to be provided under this agreement are provided in Exhibit A

II. COMPENSATION: **CLIENT** shall compensate **BARGE** for the Basic Services in accordance with the Schedule of Standard Charges attached as Exhibit B to this agreement and as follows:

The estimated fee for Tasks 1, 2, and 3 as described in Exhibit A is the amount of \$855,000.00.

Task 4 Funding Application Reports as described in Exhibit A can be provided as an optional service for an estimated fee of \$30,000.

CLIENT shall pay **BARGE** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit B to this Agreement.

III. PAYMENTS: Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. TIME: Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time 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. 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 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). Upon such termination by **CLIENT**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **CLIENT** shall make no further use thereof.
- 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. **BARGE** shall own all legal and equitable rights therein, including copyrights. 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 endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **CLIENT** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **CLIENT** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any

cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

XII. DISPUTE RESOLUTION: 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.

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. The venue for any litigation regarding this contract shall be in the Williamson County Chancery Court, Franklin, Tennessee.

Town of Thompson's Station, TN	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:

Barge Design Solutions, Inc. (Barge) is proposing the following scope of services to the Town of Thompson's Station (Town) to provide detailed design services for the Regional Wastewater Treatment Plant Upgrades project. The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Project Schedule

I. Project Description

The treatment plant improvements planned at the Regional Wastewater Treatment Plant (WWTP) are as described in the 2018 Wastewater System Master Plan prepared by Barge dated September 2018 and summarized as follows:

- New Membrane Bioreactor (MBR) facility
- New influent screening facility
- New influent pump station
- Upgrades to the existing operations building including new ultraviolet (UV) system and new additional irrigation pump
- New aerobic digester
- New standby generator
- New sludge dewatering equipment

The above process upgrades will include the following major components:

1. New Membrane Bioreactor (MBR) Facility
 - Installation of a new two-train 1.0 MGD MBR consisting of new metal tank by manufacturer, process pump skid by manufacturer, and two membrane scour blowers.
 - Installation of new site piping including connections to existing force mains
 - Installation of canopy over MBR equipment
2. New Influent Screening Facility
 - New influent screenings structure with two new influent fine screens
 - New screenings washer/compactor
3. New Influent Pump Station
 - Installation of new influent submersible pump station with three 1,050 gallon per minute (gpm) pumps
 - Installation of new 12-foot diameter wet well
 - Installation of new 6-foot by 6-foot valve vault

- Demolition of existing pump station
- 4. Upgrades to the existing operations building including new ultraviolet (UV) system
 - Installation of new 1,200 gpm UV system in addition to the existing UV system.
 - Installation of new irrigation pump package
- 5. New Aerobic Digester
 - New pre-stressed concrete tank
 - Installation of two new blowers on outdoor concrete pad
 - Installation of canopy to cover blowers
- 6. New Standby Generator
 - New 500-kilowatt diesel generator
 - New 200-amp automatic transfer switch
- 7. New Sludge Dewatering Equipment
 - Installation of new screw press or fan press. Equipment selection to be finalized with Town during initial design stage.

II. Scope of Services

The scope of services is summarized into the following major tasks:

Task 1 – Project Management

Task 2 – Preliminary Engineering

2.1 Preliminary Engineering Report

2.2 30% Design Documents

Task 3 – Final Design

3.1 60% Design Documents

3.2 90% Design Documents

3.3 Bidding Documents

Task 4 – Funding Application Reports (Optional upon future Town approval)

Task 5– Bid Phase Services (Optional upon future Town approval)

Task 6 – Construction Management Assistance (Optional upon future Town approval)

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks.

Task 1 – Project Management

Barge will plan, manage, and execute the work in accordance with the schedule and budget established herein. The project management task will generally include the following activities:

- Facilitate project kick-off meeting, prepare project work plan, and identify key project stakeholders for distribution of project information.
- Coordinate monthly status meetings with the Town, prepare meeting agenda, and prepare meeting summaries with action items and decisions. These meetings will occur as part of each project task.
- Monitor project progress including work completed, work remaining, budget expended, schedule progress, estimated cost of work remaining, and estimated cost at completion.
- Prepare and submit monthly invoices and project status reports with updated schedules and cash flow projections as applicable. Communicate potential scope changes, schedule impacts, and cost risks to allow for timely guidance from town to manage change.
- Provide coordination of Barge's subconsultants, including development of scopes of services, management of scopes, schedules, & budgets, and monitor project progress.
- Three project workshops with Town staff to review the major design milestone submittals (30% Design Documents, 60% Design Documents, and 90% Design Documents) are included in the Final Design task below.

Task 2 – Preliminary Design

Preliminary design including the development of a preliminary design report and as detailed below.

2.1 Preliminary Engineering Report

This task includes defining and clarifying Owner's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability:

- Utilizing the wastewater treatment facility recommendations from the 2018 Wastewater System Master Plan, review the recommendations and design parameters with the Town.

- Consult with and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Barge. Conduct preliminary project meeting with Tennessee Department of Environmental and Conservation (TDEC) staff as required by state regulations.
- Prepare a preliminary engineering report (PER) detailing the upgrades recommended. The report will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). The PER will conform to TDEC requirements.
- Conduct review meeting with Town staff to review PER and obtain any feedback from the Town on the elements of the project.
- Submit final PER to Town (PDF format and two hard copies).
- Submit final PER to TDEC for regulatory agency review.

2.2 30% Design Documents

This task includes establishing details regarding equipment selection, building components, process and instrumentation details, and electrical one-lines. The following specific tasks are anticipated:

- Perform a site survey of the portions of the wastewater treatment facility affected by the project. The survey will include the location of existing structures, underground piping as marked on ground by the Town or various utilities, and topography.
- Assist Town with development of scope and request for proposal (RFP) document to procure a geotechnical firm to perform soils investigation and analysis. Assist Town in management of selected geotechnical firm and review draft geotechnical report.
- Prepare process flow diagram and preliminary Process and Instrumentation Diagrams (P&IDs) for all new or modified processes.
- Confirm selection and sizing of process equipment. Prepare detailed equipment list for all new process equipment and major instruments, including size, quantity, basis of design manufacturer, and other pertinent information.
- Perform hydraulic design calculations and prepare hydraulic profile for new or modified processes.
- Prepare preliminary plan drawings of all new or modified facilities.
- Confirm local and state regulatory and jurisdictional agency's requirements, including permits.

- Review work products and obtain quality control reviewer approvals.
- Submit 30% drawings to Town for review (PDF format and two half-sized sets).
- Facilitate review workshop with Town staff to discuss the 30% drawings and receive Town comments. Document review comments and Barge responses.

Task 3 – Final Design

Final Design phase services include preparation of bidding documents through 60%, 90%, and final submittals and reviews.

3.1 60% Design Documents

The 60% design deliverables are based on the details established during the preliminary design task. Following is a list of activities anticipated during this task:

- Incorporate the Town's preliminary design review comments and proceed with detailed design drawings.
- Prepare first draft of technical specifications.
- Prepare preliminary decommissioning and demolition plans.
- Prepare preliminary sequencing plan for of major electrical and process interconnections
- Perform constructability review.
- Hold internal coordination workshop between disciplines.
- Update preliminary opinion of probable construction cost (OPCC) based on the 60% design documents.
- Review work products and obtain quality control reviewer approvals.
- Submit 60% complete design documents to the Town for review and comment (PDF copy and two half-sized sets).
- Facilitate a design review workshop to receive Town review comments. Document review comments and Barge responses.

3.2 90% Design Documents

- Address and incorporate Town's review comments from the design review workshop.
- Finalize design drawings to include standard details and notes.

- Prepare final technical specifications.
- Prepare front end construction contract documents (Divisions 0 and 1) in conjunction with Town purchasing requirements.
- Prepare final calculations and obtain quality control reviewer approvals.
- Perform final coordination review between disciplines.
- Update OPCC based on the 90% design documents.
- Review work products and obtain quality control reviewer approvals.
- Submit 90% complete design documents to the Town for review and comment (PDF copy and two half-sized sets).
- Submit 90% design to TDEC for plan and specification review requirement.
- Facilitate a design review workshop to receive Town review comments. Document review comments and Barge responses.

3.3 Finalize Bidding Documents

- Incorporate Town and regulatory agency review comments into the 90% design documents.
- Submit the final bidding documents to Town for use during bidding (PDF copy, one half size set, and one full size set).
- Update OPCC if needed and submit to Town prior to bidding.
- Prepare permit applications and/or plan review set for submission to TDEC.
- Barge will provide assistance to the Town in obtaining permits from governmental agencies. Assistance will include preparation of applications, exhibits, drawings and specifications as necessary for Town's execution and submittal. Barge will also assist with responses to questions or requests for additional information. The following permits are anticipated:
 - Storm Water Pollution Prevention Permit (SWPPP), if necessary
 - TDEC SOP Permit, if necessary

Task 4 – Funding Application Reports (Optional upon future Town approval)

If the Town elects to pursue funding from the United States Department of Agriculture (USDA) Rural Development, some additional report information and applications will be required. This task includes those items to support the Town's loan application process, including the following:

- Development of the preliminary engineering report (PER) will be completed as part of Task 2
- An environmental assessment, as required by the USDA, will be prepared as part of this Task 4 and added to the PER, which will be submitted to the USDA with the loan application package
- Barge will provide assistance to the Town for completion of loan application documents. It is assumed the Town will provide all information necessary to support the funding application including but not limited to Town financial audits, plant data, and certifications required by USDA.
- Barge will provide electronic (pdf) and two hard copy versions of the PER and application documents to the Town.

Assumptions:

The following assumptions are applicable to the above scope of services:

- Front end documents provided by Barge shall be used as a basis for discussions to arrive at a mutually agreeable set of front-end documents. If Town standard documents are required to be used, additional effort may be required to coordinate with technical specification references.
- Barge standard design procedures, drafting standards, and typical drawing details will be used in the development of the construction documents. The drawings will be 22x34 sheet size.
- Geotechnical services are not included and will be contracted directly between the Town and a geotechnical firm selected through a separate procurement.
- Subsurface Utility Engineering (SUE) is not included in this scope of services. The Town will be responsible for locating and marking existing underground utilities within the plant site.
- Any surveying services required for property transfers or easements including establishment of property lines and rights of way are not included in the basic services proposal and will be considered additional services.
- The Town will provide record drawings for the existing wastewater treatment plant. The record drawings are assumed to be an accurate representation of the current structures and piping.
- This scope of services has been prepared based on the proposed improvements project as described in the September 2018 Wastewater System Master Plan.

- Any abatement and/or remediation work associated with presence of hazardous materials in any of the existing facilities such as asbestos or lead paint is not included as a part of this scope of services.
- Town shall be responsible for payment of all permit and application review fees.
- Assistance with public relations or legal/administrative proceedings are not included in this scope of services.

III. Project Schedule

The preliminary project schedule is shown in the table below.

Task	Duration
30% Design	3 months
60% Design	2 months
90% Design	2 months
Bidding Documents	1 month

BARGE DESIGN SOLUTIONS, INC.

EXHIBIT B SCHEDULE OF STANDARD CHARGES

The following hourly rates apply for **BARGE** and ResourceTek (Barge Subsidiary) personnel for time properly chargeable to the work.

Hourly Rate Schedule

Classification	Hourly Rate
Principal-In-Charge / Sr. Technical Advisor	\$ 225
Sr. Project Manager / Sr. Technical Leader/Quality Control	\$ 215
Sr. Technical Specialist	\$ 205
Sr. Professional Engineer IV / Project Manager II / Engr. Manager II	\$ 195
Sr. Professional Engineer III	\$ 190
Project Manager I / Engineering Manger I / Sr. Architect	\$ 185
Sr. Professional Engineer II	\$ 180
Sr. Scientist/Professional Engineer III	\$ 170
Sr. Professional Engineer I	\$ 155
Professional Engineer II / Architect III	\$ 150
Professional Engineer I / Survey Manager	\$ 135
Staff Engineer II / Architect II	\$ 120
Staff Engineer I / Architect I	\$ 110
Designer III / Sr. Specialist	\$ 155
Designer II	\$ 125
Designer I	\$ 115
CAD Technician II	\$ 110
CAD Technician I	\$ 100
Sr. Registered Land Surveyor	\$ 150
Registered Land Surveyor	\$ 105
2-Man Survey Crew	\$ 150
Survey Tech with Robotic Instrument/GIS	\$ 90
Resident Project Representative III	\$ 150
Resident Project Representative II	\$ 130
Resident Project Representative I	\$ 110
Project Administrator	\$ 75-95
Office Administrator	\$ 75-95
Administrative Assistant	\$ 75-95

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses such as travel expenses, mileage (standard IRS rates), reproduction, photography or videography, or other direct expenses incurred by Barge and related to the work will be invoiced at the actual cost incurred.

The hourly rates listed above are valid until January 1, 2021, after which the rates may be adjusted.

March 10, 2020



Wastewater System Update

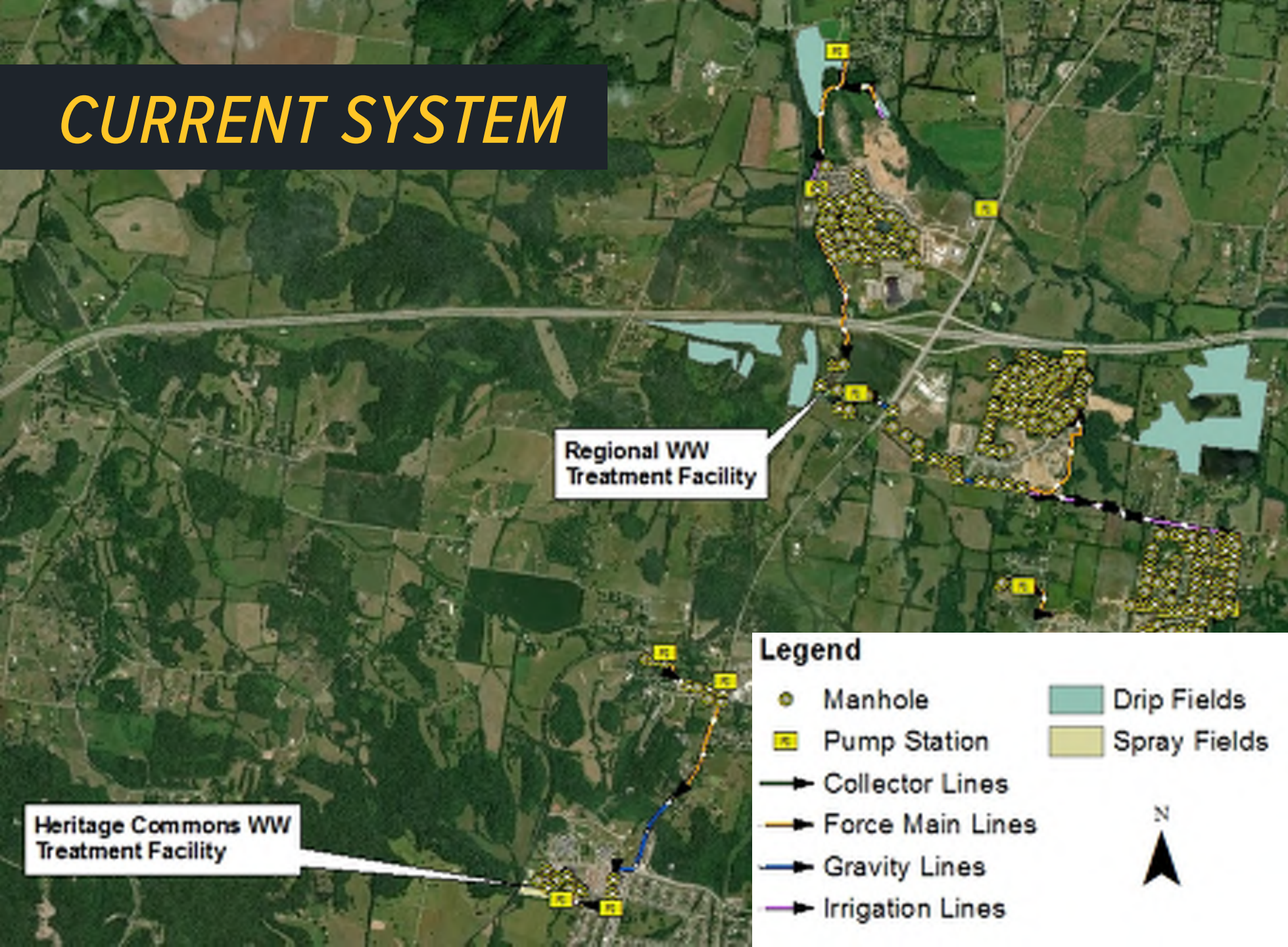


THOMPSON'S STATION, TENNESSEE

Paul Bizier, PE

Matthew Johnson, PE

CURRENT SYSTEM



Regional WW Treatment Facility

Heritage Commons WW Treatment Facility

Legend

- Manhole
- Pump Station
- Collector Lines
- Force Main Lines
- Gravity Lines
- Irrigation Lines
- Drip Fields
- Spray Fields



2

Treatment Facilities

11

Lift Stations

134,000

Feet of Pipe

28

Acres of Effluent Disposal

CURRENT SYSTEM

Thompson's Station	Gallons Per Day
Average Flow at Regional Facility	410,000
Available Wastewater Disposal Capacity	280,000
Permitted Regional Facility Wastewater Treatment Capacity	470,000
Total Committed Sewer Capacity (Built or Approved to Build)	523,000
Total Committed Sewer Capacity (Built, Approved to Build, or Reserved)	950,000

WASTEWATER MASTER PLAN

Projections

Population

Wastewater
Flows

Capacity Analysis

Existing
Collection System
Conditions

Future Collection
System
Conditions

Condition Assessments

Collection
System

Treatment
Plant

Effluent
Disposal

Alternatives Evaluation

Wastewater
Treatment

Effluent
Disposal

WASTEWATER MASTER PLAN

30 Year Planning Horizon - 2048

- **Master Plan Objective**
 - Determine required capacity
 - Recommend most cost-effective treatment and effluent disposal solution

WASTEWATER MASTER PLAN

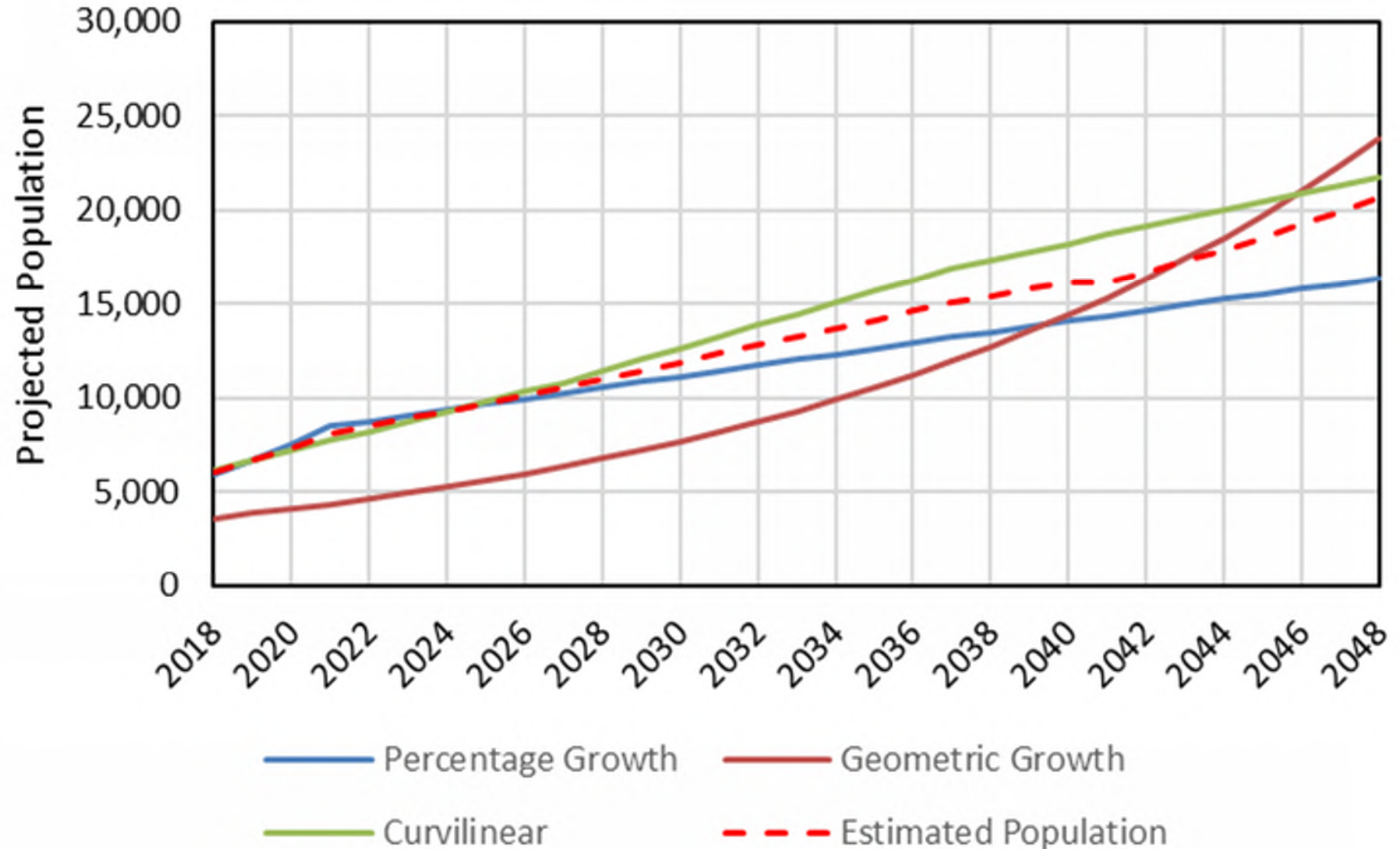
Projections



Population



System Flows



WASTEWATER MASTER PLAN

Projections

 Populations

 Wastewater
Flows

Year	Population	Average Daily Flow (GPD)	Peak Flow (GPD)
2023	8,926	490,900	834,600
2048	20,673	1,447,100	2,460,100

WASTEWATER MASTER PLAN

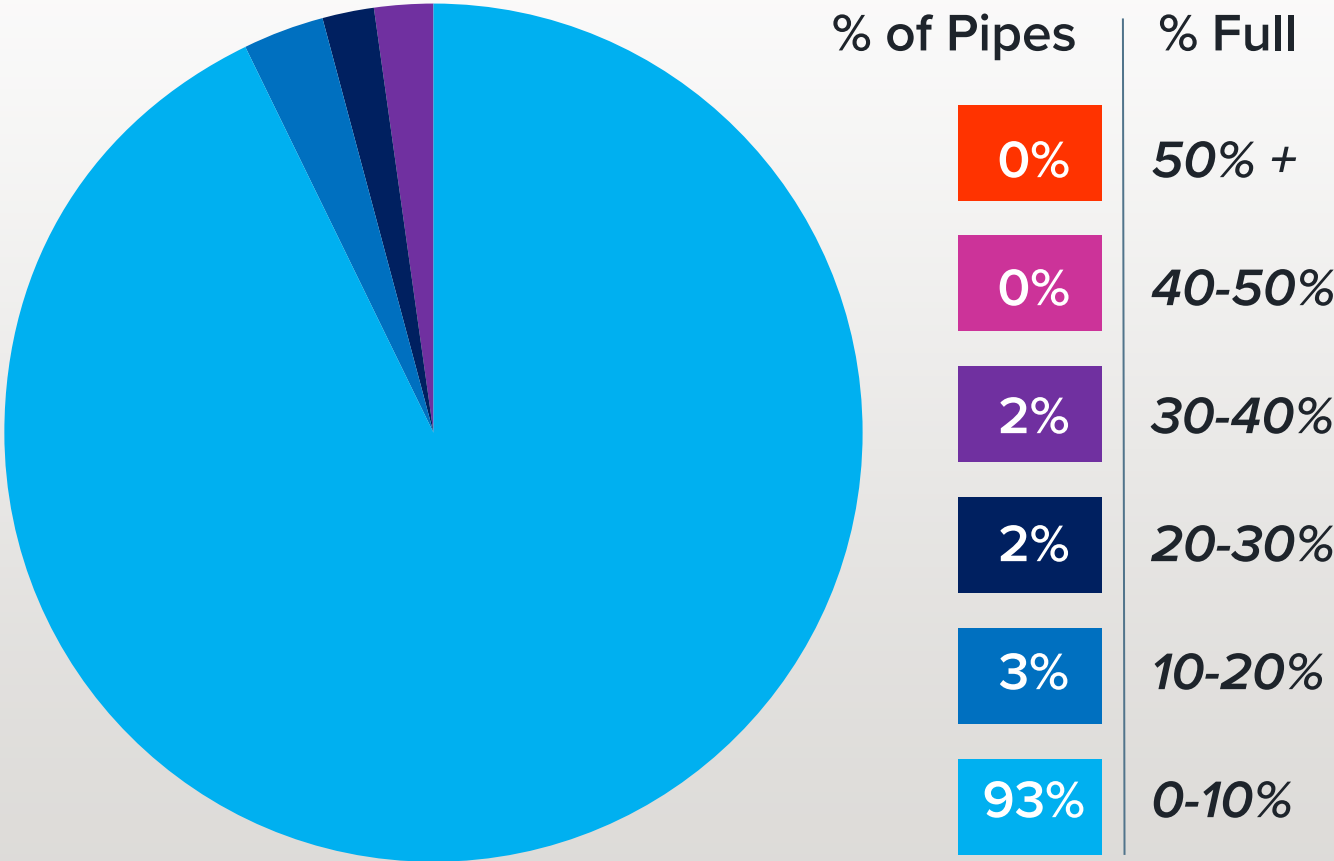
30 Year Planning Horizon - 2048

- **Master Plan Objective**
 - Determine required capacity
 - Recommend most cost-effective treatment and effluent disposal solution
- **Projected population of 20,500**
- **Required capacity of 1.5 MGD**

WASTEWATER MASTER PLAN

Capacity Analysis

➔ Collection System



WASTEWATER MASTER PLAN

Existing Condition Assessments

→ Collection
System

→ Treatment
Plant

→ Effluent
Disposal

- All pipes are roughly 10 years or less in age and generally in good condition
- No capacity limitations identified in gravity sewer pipes during average or peak flow conditions
- Majority of gravity sewer pipes did not experience flows greater than 10% of capacity

WASTEWATER MASTER PLAN

Existing Condition Assessments

→ Collection System

→ Treatment Plant

→ Effluent Disposal

Heritage Commons Treatment Facility

30,000 GPD Capacity Rating, Avg Daily Flow: 19,000 GPD



WASTEWATER MASTER PLAN

Existing Condition Assessments

→ Collection System

→ Treatment Plant

→ Effluent Disposal

Heritage Commons Treatment Facility

- Two Scheaffer System ponds
- Ponds, blowers, and air piping in good condition
- Frequent maintenance of pump for lagoon effluent
- Filter and UV systems in good condition

WASTEWATER MASTER PLAN

Existing Condition Assessments

→ Collection System

→ Treatment Plant

→ Effluent Disposal

Regional Treatment Facility

470,000 GPD Permitted Capacity, Avg Daily Flow: 410,000 GPD



Existing Condition Assessments

→ Collection System

→ Treatment Plant

→ Effluent Disposal

Regional Treatment Facility

- Two Scheaffer System ponds
- Original liner in Cell #1
- Blowers and air piping in good condition but undersized for future demands
- Filter and UV systems in good condition
- Potential future reliability concerns

WASTEWATER MASTER PLAN

Wastewater Disposal Sites

Existing Condition Assessments

→ Collection System

→ Treatment Plant

→ Effluent Disposal



**Further investigation/analysis necessary to confirm*

Site Name	Total Acres	Suitable Area (ac)	Utilized Area (ac)	WW Disposal Capacity (mgd)
Ozzad Property	33	20	20	0.20
Tollgate	30	8	8	0.08
Hill Property	63	21	0	0.21
Alexander Property	107	67*	0	0.67*
Totals	233	116*	28	1.16*

WASTEWATER MASTER PLAN

30 Year Planning Horizon - 2048

- **Master Plan Objective**
 - Determine required capacity
 - Recommend most cost-effective treatment and effluent disposal solution
- **Projected population of 20,500**
- **Required capacity of 1.5 MGD**
- **Existing collection system condition and capacity sufficient**
- **Review 1.5 MGD treatment and effluent disposal alternatives**

WASTEWATER MASTER PLAN

Alternatives

 Wastewater Treatment

 Effluent Disposal

Regional Treatment Facility

- Upgrade existing lagoon system to 1.5 MGD – construct third lagoon
- Expand facility to 1.5 MGD with alternative technology
- Construct Second Regional Plant (0.6 MGD), upgrade existing Regional Plant (1.0 MGD)

Heritage Commons Treatment Facility

- No recommended capital improvements

REGIONAL PLANT ALTERNATIVES

Project	1.0 MGD Plant	1.5 MGD Plant Expansion	Total
MBR	\$14.2M	\$7.2M	\$21.4M
Lagoon Expansion	\$24.9M	\$0.2M	\$25.1M

TECHNOLOGIES EVALUATED

Alternatives

 Wastewater
Treatment

 Effluent
Disposal

- Membrane Bioreactors
- Sequencing Batch Reactors
- Oxidation Ditch
- Conventional Activated Sludge

EVALUATION SUMMARY

Criteria	Membrane Bioreactor	Sequencing Batch Bioreactor	Oxidation Ditch	Conv. Act. Sludge
Footprint/Land Requirements	3	2	1	1
Suitability for Reuse	3	2	2	2
Suitability for Surface Water Discharge	3	3	2	2
Operational Complexity	1	2	3	1
Odor	2	3	2	1
Expandability	2	2	2	2
Construction Timeframe	3	2	1	1
Cost (Capital/O&M)	3/1	2/3	2/3	1/2
Total	21	21	18	13

1=Lowest Rating, 3=Highest Rating

SUMMARY

Alternatives

Alternatives

➔ Wastewater Treatment

➔ Effluent Disposal

Technology Alternative	Capital Costs	Lifecycle Costs
Membrane Bioreactor	\$ 14.2 M	\$ 19.6 M
Sequencing Batch Reactor	\$ 22.8 M	\$ 24.0 M
Oxidation Ditch	\$ 21.5 M	\$ 23.6 M
Conventional Activated Sludge	\$ 29.6 M	\$ 31.2 M

**Treatment technology cost comparison was based on 1.0 MGD capacity.*

Recommended alternative: MBR

Alternatives

→ Wastewater Treatment

→ Effluent Disposal

- Lifecycle cost: \$ 19.6 million
- Only alternative that can fit within existing site
- Provides greatest flexibility and environmental sustainability
- Shortest implementation period

TECHNOLOGIES EVALUATED



Membrane Bioreactor


- Highest Level of Treatment
- Compact
- Cost Competitive

1.0 MGD MBR Trains (2), Marco Island, FL

Effluent Disposal Alternatives

Alternatives

 Wastewater Treatment

 Effluent Disposal

- One treatment plant
 - Three alternatives identified
- Two treatment plants
 - Two alternatives identified

WASTEWATER MASTER PLAN

30 Year Planning Horizon - 2048

- **Master Plan Objective**
 - Determine required capacity
 - Recommend most cost-effective treatment and effluent disposal solution
- **Projected population of 20,500**
- **Required capacity of 1.5 MGD**
- **Existing collection system condition and capacity sufficient**
- **Review 1.5 MGD treatment and effluent disposal alternatives**
- **MBR is most cost-effective alternative**

RECOMMENDATIONS

- Near Term
 - Complete construction of improvements at Hill disposal site
 - Installation of second pump in effluent pump station
 - Repair cell #1 boot at Regional Plant
- Long Term
 - MBR Installation at Regional WWTP with capacity of 1.0 MGD
 - Construction of disposal system at Alexander Site
 - Regional Plant Expansion to 1.5 MGD

MASTER PLAN PROJECT STATUS

Project	Anticipated Project Start	Cost Opinion
Regional Plant Cell #1 Repair	May 2020	\$300,000
Hill Property Drip Fields	Ongoing	\$2,900,000
Regional Plant – MBR Installation – 1.0 MGD	2020	\$14,196,000
Alexander Site Drip Fields	2023	\$9,769,000
Regional Plant – MBR Expansion – 1.5 MGD	2038	\$7,190,000

Thank you.

Paul Bizier, PE

Matthew Johnson, PE



BARGEDESIGN.COM



PETITION REQUESTING ANNEXATION

To the Mayor and Board of Mayor and Aldermen of the City of Thompson's Station, Tennessee:

I the undersigned owner of real property, described in Paragraph 1 below, consent to this area being included within the urban growth boundaries of the town and respectfully request annexation to the City of Thompson's Station.

1. **Address of property:** 4440 Les Watkins Road, Franklin, TN 37064 (in Williamson County)
2. **Property Parcel ID:** Map: 144, Parcel: 001.01 (as shown in GIS: 144 00101)
3. **Total Acres to be considered as part of this request:** 4.45 acres
4. **Names and addresses of all owners shown in County records:**

NAME: Nancy McEachern, Trustee, The Event Land Trust
ADDRESS: 4510 Graystone Quarry Lane, Franklin, TN 37064
PHONE NO.: 615-943-6688 (Nancy)
EMAIL: nancy@graystonequarry.com

5. **Reason for request:** This property is contiguous with other Graystone Quarry property and the use is integrated and consistent with SP approved uses related to Graystone Quarry.
6. **Copy of recorded Deed:** Attached to this request.
7. **Boundary survey or location map:** Attached to this request.
8. **Application for Rezoning:** Attached to this request. It's the intent to rezone this parcel to match the SP zoning for the rest of the Graystone Quarry property.
9. **Application submitted by:**

Signature of owner(s): Nancy McEachern, Trustee
Print owner(s) name(s): Nancy McEachern, Trustee, The Event Land Trust
Address of owner(s): 4510 Graystone Quarry Lane, Franklin, TN 37064
Telephone: 615-943-6688

State of Tennessee
County of Williamson

On this 2nd day of March, 2020 [Day/Month/Year], before me personally appeared Nancy McEachern, Trustee, Event Land Trust__ [Name of Principal], to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Witness my hand, at office, this 2nd day of March, 2020.

Cindy Gaskins

My commission expires: 05-02-2022



RECORDATION REQUESTED BY:

Pinnacle Bank
South Client Advisory
114 West College St
Murfreesboro, TN 37130

WHEN RECORDED MAIL TO:

Pinnacle Bank
South Client Advisory
114 West College St
Murfreesboro, TN 37130

SEND TAX NOTICES TO:

The Event Land Trust Agreement dated
April 21, 2015
4510 Graystone Quarry Lane
Franklin, TN 37064

OWNER:

The Event Land Trust Agreement dated
April 21, 2015
4510 Graystone Quarry Lane
Franklin, TN 37064

FOR RECORDER'S USE ONLY

This Deed of Trust prepared by:

Name:
Company: Pinnacle Bank
Address: 114 West College St
City, State, ZIP:

DEED OF TRUST

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS \$332,000.00.

THIS DEED OF TRUST is dated September 22, 2017, among Nancy M McEachern, as Trustee on behalf of The Event Land Trust Agreement dated April 21, 2015 ("Grantor"); Pinnacle Bank, whose address is South Client Advisory, 114 West College St, Murfreesboro, TN 37130 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Hugh M. Queener, whose address is 150 Third Avenue South Suite 900, Nashville, TN 37201 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For and in consideration of Five Dollars (\$5.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and does hereby bargain, sell, convey and confirm unto the Trustee in trust, with Power of Sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Williamson County, State of Tennessee:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 4440 Les Watkins Road, Franklin, TN 37064. The Real Property tax identification number is Map 144, Parcel 00101.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements,

and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Tennessee law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request

with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any

**DEED OF TRUST
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portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor shall well and truly pay and perform the obligations at the time and times, and in the manner mentioned in this Deed of Trust, and shall well and truly abide by and comply with each and every term, covenant and condition set forth in this Deed of Trust, then this conveyance shall be and become null and void and the Trustee shall convey the Property to the Grantor by release deed at Grantor's expense.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor, the same being expressly waived, to declare the entire Indebtedness immediately due and payable, including (if permitted by applicable law) any prepayment penalty for which Grantor may be obligated.

Foreclosure. With respect to all or any part of the Real Property, (a) the Trustee, at the Lender's request, shall have the right to enter and take possession of the Real Property and to sell all or part of the Real Property, at public auction, to the highest bidder for cash, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, after giving notice of the time, place and terms of such sale and of the Real Property to be sold as required by law, or (b) the Trustee or the Lender shall have the right to foreclose by judicial proceeding, in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to make application to a court of competent jurisdiction to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property prior to foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled, the equity of redemption, any statutory or common law right of redemption, homestead, dower, marital share and all other exemptions and other rights which might defeat, reduce or affect the right of the Lender to sell the Real Property or the Personal Property for the collection of the Indebtedness. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Grantor. Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying that Real Property without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. If the Property is sold pursuant to this paragraph, Grantor, or any person holding possession of the Real Property through Grantor, shall immediately surrender possession of the Real Property to the purchaser at the sale. If possession is not surrendered, Grantor or such person shall be a tenant at will of the purchaser and hereby agrees to pay the purchaser the reasonable rental value of the Real Property after sale.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this

Deed of Trust or the Interest of Lender under this Deed of Trust.

Indemnification of Trustee. Grantor agrees to indemnify Trustee for all reasonable costs, charges, and attorneys' fees incurred by Trustee if Trustee is made a party to or intervenes in any action or proceeding affecting the Property, the title to the Property, or the interest of the Trustee or the Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. Trustee shall have the authority, in Trustee's discretion, to employ all proper agents and attorneys in the execution of Trustee's duties under this Deed of Trust and in conducting any sale made pursuant to the terms of this Deed of Trust and to pay for the services rendered by such agents and attorneys out of the proceeds of the sale of the Property. If no sale is made, or if the proceeds of the sale are insufficient to pay such agents and attorneys, then Grantor agrees to pay the cost of such services. The parties in interest hereby waive the necessity of Trustee making oath, filing inventory, or giving bond as security for the execution of this trust, as may be required by the laws of Tennessee.

Successors and Assigns. In the event of the death, refusal, or of inability for any cause, on the part of Trustee named in this Deed of Trust, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to Lender, Lender is authorized, either in Lender's own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named in this Deed of Trust and such like power of substitution shall continue so long as any part of the debt secured by this Deed of Trust remains unpaid.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Tennessee without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Tennessee.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Rutherford County, State of Tennessee.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or

unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Miscellaneous Waivers. Grantor waives all right of homestead, equity of redemption, statutory right of redemption, and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Pinnacle Bank, and its successors and assigns.

Borrower. The word "Borrower" means The Event Land Trust Agreement dated April 21, 2015 and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Tennessee Hazardous Waste Management Substances Act of 1998, T.C.A., 68-212-201, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means The Event Land Trust Agreement dated April 21, 2015.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Pinnacle Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated September 22, 2017, in the original principal amount of **\$332,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Hugh M. Quener, whose address is 150 Third Avenue South Suite 900, Nashville, TN 37201 and any substitute or successor trustees.

DEED OF TRUST
(Continued)

Loan No: 90018121

Page 8

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

THE EVENT LAND TRUST AGREEMENT DATED APRIL 21, 2015

By: Nancy McEachern
Nancy M McEachern, Trustee of The Event Land Trust Agreement dated April 21, 2015

TRUST ACKNOWLEDGMENT

STATE OF Tennessee)
) SS
COUNTY OF Rutherford)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Nancy M McEachern, Trustee of The Event Land Trust Agreement dated April 21, 2015, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be a trustee of or other authorized signer for The Event Land Trust Agreement dated April 21, 2015, the within-named bargainer, a Trust, and that he or she as such trustee or other authorized signer executed the foregoing instrument for the purposes therein contained, by signing the name of the Trust by himself or herself as such trustee or other authorized signer.

WITNESS my hand and seal at office, on the 22nd day of September, 2017

My Commission Expires: 1/28/2019 Notary Public: Rick G. Manfield

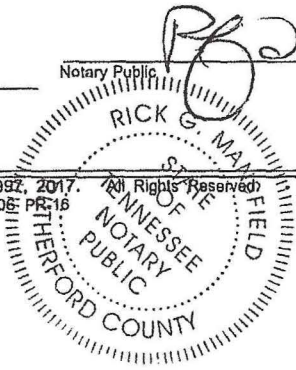


EXHIBIT "A"

File No.: 15200

TRACT I:

Land in the Tenth (10th) Civil District of Williamson County, Tennessee, and being more particularly described as follows:

Said tract lies wholly within the 10th Civil District of Williamson County, Tennessee, and is bound in the general by Watkins on the North, Allen on the east, Allen and Watkins Road on the South, and Watkins Road on the West.

Beginning at a point in the East margin of Watkins Road, said point being Leslie Watkins' Southwest corner, thence with Watkins' South fence line, North 83 deg. East, 225 feet to a point; thence with two new staked lines with the following two calls; South 26 deg. West, 860 feet and West 264.2 feet to a point in the East margin of Watkins Road; thence with the East margin with the following three calls: North 32 deg. 15' East, 351 feet to a C. M., thence North 61 deg. West 39.7 feet to a C.M., thence North 29 deg. 25' East, 541 feet to the point of beginning.

TRACT II:

Land in the 10th Civil District of Williamson County, Tennessee, and being a portion of Parcel No. 1 on Tax Map 144, Williamson County, Tennessee, and being more particularly described as follows:

Commencing at an iron pin on the Easterly right-of-way of Interstate 65, said pin being the southwest corner of G. A. and Eula M. Allen, Jr., property, as recorded in Deed Book 259, page 914, Register's Office for Williamson County, Tennessee; thence with the Southerly property line of above mentioned Allen Property, South 87 deg. 43' 54" East 106.00 feet to the point of beginning; thence, with the Southerly property line of G. A. and Eula M. Allen, Jr., South 87 deg. 43' 54" East, 157.91 feet to an iron pin being a common corner of G. A. and Eula M. Allen, Jr., property and the property of G. A. Allen, as recorded in Deed Book 80, page 70, Register's Office for Williamson County, Tennessee; thence, crossing the property of G. A. Allen, South 87 deg. 43' 54" East, 10.00 feet to a point; thence South 03 deg. 41' 36" West 66 .52 feet to a point; thence South 41 deg. 55' 41" West, 98.69 feet to a point; thence North 40 deg. 3' 23" West, 116.12 feet to a point; thence N 02 deg. 16' 06" East 89.39 feet to the point of beginning.

Being the same property conveyed to Nancy McEachern Trustee for The event Land Trust Agreement dated April 21, 2015 by deed from Emerson Dye and wife, Elizabeth A. Dye, as shown of record in Book ____, page ____, Register's Office for Williamson County, Tennessee.

File No.: 15200

BOUNDARY SURVEY AND LOCATION MAP

Address: 4440 Les Watkins Road, Franklin, TN 37064 (Williamson County)

The boundary of the area to be annexed is adjacent to the City of Thompson's Station and contiguous with other property with the same owner. Identified property is set forth below:

LEGAL DESCRIPTION

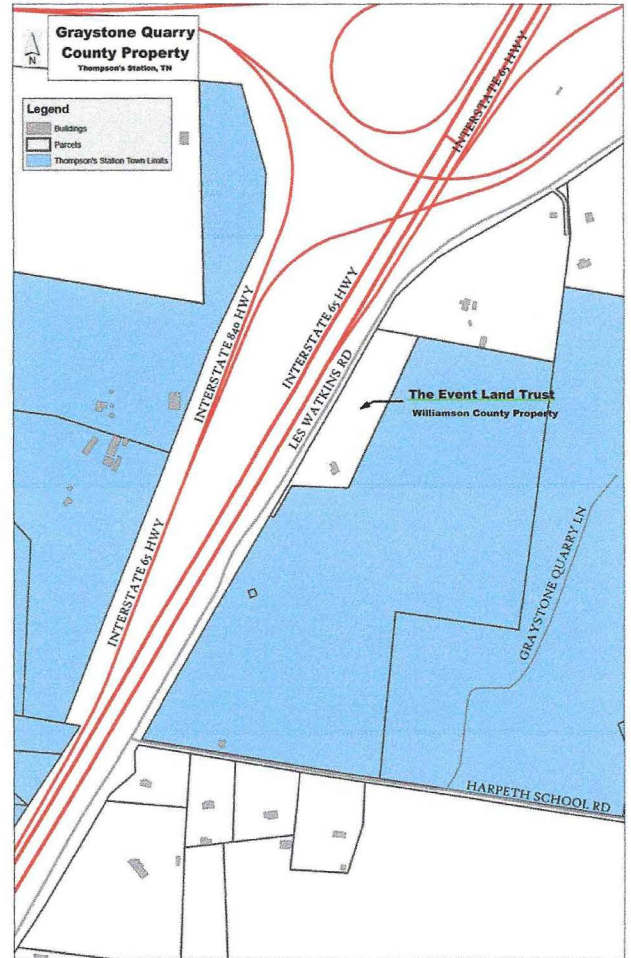
TRACT I:

Land in the Tenth (10th) Civil District of Williamson County, Tennessee, and being more particularly described as follows: Said tract lies wholly within the 10th Civil District of Williamson County, Tennessee, and is bound in the general by Watkins on the North, Allen on the east, Allen and Watkins Road on the South, and Watkins Road on the West.

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Town of Thompson's Station Planning Department

P. O. Box 100
1550 Thompson's Station Road West
615-794-4333



General Application / Request:

File No.: _____

Applicant Information: (Please print)

Company / Business Name: Graystone Quarry Events

Contact: Rick McEachern Phone # 1: 408-621-0746

Mailing / Street Address: 4520 Graystone Quarry Lane

City, State, Zip: Franklin, TN 37064

E-mail: rick@graystonequarry.com Phone # 2: n/a

SUBDIVISIONS:

	RESIDENTIAL		NON-RESIDENTIAL
	Development Concept Presentation		Development Concept Presentation
	Single Lot Site Plan – Lot #: _____		Single Lot Site Plan – Lot #: _____
	Site Plan		Site Plan
	Preliminary Plat		Preliminary Plat
	Final Plat		Final Plat
	Revision to Final Plat		Revision to Final Plat
	Construction Drawing		Construction Drawing

SIGNS:

	Master Sign Plan / Program		Sign Permit / Review
	Billboard Sign Face Replacement		Temporary Sign Permit

OTHER:

	Annexation		Change of Use
X	Rezone		Residential Business
	Temporary Use/Event permit		Home Occupation
	Special Exception		Variance Request

Parcel / Property Information:

Parcel Location / Address: 4440 LES WATKINS ROAD, FRANKLIN, TN 37064

Tax Map & Parcel #: 144 00101 00010144 Acreage: 4.45

Owner Name: The Event Land Trust

Owner Address (if different from Parcel Address): 4510 Graystone Quarry Lane, Franklin, TN 37064

Deed Book & Page #: 7199, 386

Check one : sewer septic n/a

Project Description Information:

Subdivision / Project Name: 4440 Les Watkins Rd, Franklin, TN 370-64 / Graystone Quarry / Amphitheater Project

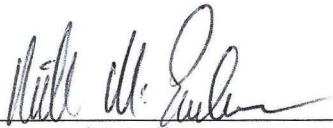
Plat Book & Page #: 7199, 386 Lot #(s): _____

Project Description:

This parcel is integrated with the overall site plan and uses consistent with Graystone Quarry. This parcel has the entrance to event parking for amphitheater events.

Justification Statement: State why the application(s) should be approved, based on the required findings (if any). Attach additional pages if necessary.

Upon annexation by Thompson's Station from the Williamson County Zoning of RD1 we request the parcel's zoning be made the same as those on contiguous Graystone Quarry property with same SP zoning permitted uses.



Signature of Applicant

2-26-20

Date

PROPERTY OWNER(S) STATEMENT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
TOWN OF THOMPSON'S STATION

I / We, The Event Land Trust, declare that I / we am / are the owner(s) of the property described herein and hereby give authorization for the filing of this application. Further, I / we do, by my / our signature(s) on this agreement, absolve the Town of Thompson's Station of all liabilities regarding any deed restrictions that may be applicable to the property described herein. (Signature of all property owners is required. The owner in escrow is not acceptable.)

I / We declare that all encumbrances on the subject property are shown on the submitted site plan (or are attached on a separate sheet) and that the purpose of all encumbrances (and ownership of all easements) is stated. In the case of a tentative map, I / we further declare that the property involved in this application is free from all encumbrances that would conflict with the project application, particularly dedications of the right to further subdivide to the Town of Thompson's Station.

I / We hereby grant the Town admittance to the subject property as necessary for processing of the project application.

I / We declare under penalty of perjury that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Signed: Nancy McGee, Trustee
The Event Land Trust

Date: 2/26/20

Signed: _____

Date: _____

Signed: _____

Date: _____

Engineer Information: (Please print)

Company / Business Name: _____

Contact: _____ Phone # 1: _____

Street / Mailing Address: _____

City, State, Zip: _____

E-mail: _____ Phone # 2: _____

Architect Information: (Please print)

Company / Business Name: _____

Contact: _____ Phone # 1: _____

Street / Mailing Address: _____

City, State, Zip: _____

E-mail: _____ Phone # 2: _____

Consultant Information: (Please print)

Company / Business Name: _____

Contact: _____ Phone # 1: _____

Street / Mailing Address: _____

City, State, Zip: _____

E-mail: _____ Phone # 2: _____

Town of Thompson's Station Planning Department

P. O. Box 100
 1550 Thompson's Station Road West
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General Application / Request:

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Applicant Information: (Please print)

Company / Business Name: Graystone Quarry Events

Contact: Rick McEachern Phone # 1: 408-621-0746

Mailing / Street Address: 4520 Graystone Quarry Lane

City, State, Zip: Franklin, TN 37064

E-mail: rick@graystonequarry.com Phone # 2: n/a

SUBDIVISIONS:

	RESIDENTIAL		NON-RESIDENTIAL
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	Single Lot Site Plan – Lot #: _____		Single Lot Site Plan – Lot #: _____
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	Preliminary Plat		Preliminary Plat
	Final Plat		Final Plat
	Revision to Final Plat		Revision to Final Plat
	Construction Drawing		Construction Drawing

SIGNS:

	Master Sign Plan / Program		Sign Permit / Review
	Billboard Sign Face Replacement		Temporary Sign Permit

OTHER:

X	Annexation		Change of Use
	Rezone		Residential Business
	Temporary Use/Event permit		Home Occupation
	Special Exception		Variance Request

Parcel / Property Information:

Parcel Location / Address: 4440 Les Watkins Road, Franklin, TN 37064

Tax Map & Parcel #: 144 00100 00010144 Acreage: 4.45

Owner Name: The Event Land Trust

Owner Address (if different from Parcel Address): 4510 Graystone Quarry Lane, Franklin, TN 37064

Deed Book & Page #: 7199, 386

Check one : sewer septic n/a

Project Description Information:

Subdivision / Project Name: 4440 Les Watkin Rd, Franklin, TN 37064 / (Graystone Quarry / Amphitheater Project)

Plat Book & Page #: 7199, 386 Lot #(s): _____

Project Description:

Property is owned by Graystone Quarry and is part of the overall approved project to access parking fields for amphitheater events is through an easement on property.

Justification Statement: State why the application(s) should be approved, based on the required findings (if any). Attach additional pages if necessary.

This property is adjacent to Thompon's Station UGB and is
contiguous with other Graystone Quarry property and the use is
integrated and consistent with approved uses related to Graystone Quarry.
County zoning is inconsistent with Graystone Quarry project required zoning.



Signature of Applicant

2/26/20

Date

PROPERTY OWNER(S) STATEMENT

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
TOWN OF THOMPSON'S STATION

I / We, The Event Land Trust, declare that I / we am / are the owner(s) of the property described herein and hereby give authorization for the filing of this application. Further, I / we do, by my / our signature(s) on this agreement, absolve the Town of Thompson's Station of all liabilities regarding any deed restrictions that may be applicable to the property described herein. (Signature of all property owners is required. The owner in escrow is not acceptable.)

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I / We hereby grant the Town admittance to the subject property as necessary for processing of the project application.

I / We declare under penalty of perjury that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Signed: Nancy McEachern, trustee
The Event Land Trust

Date: 2/26/20

Signed: _____

Date: _____

Signed: _____

Date: _____

Engineer Information: (Please print)

Company / Business Name: _____

Contact: _____ Phone # 1: _____

Street / Mailing Address: _____

City, State, Zip: _____

E-mail: _____ Phone # 2: _____

Architect Information: (Please print)

Company / Business Name: _____

Contact: _____ Phone # 1: _____

Street / Mailing Address: _____

City, State, Zip: _____

E-mail: _____ Phone # 2: _____

Consultant Information: (Please print)

Company / Business Name: Tune Entrekin & White, PC

Contact: George Dean Phone # 1: 615-244-2770

Street / Mailing Address: Suite 1700, 315 Deaderick Street

City, State, Zip: Nashville, TN, 37238

E-mail: gdean@tewlawfirm.com Phone # 2: _____

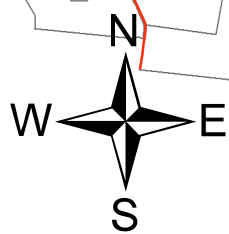
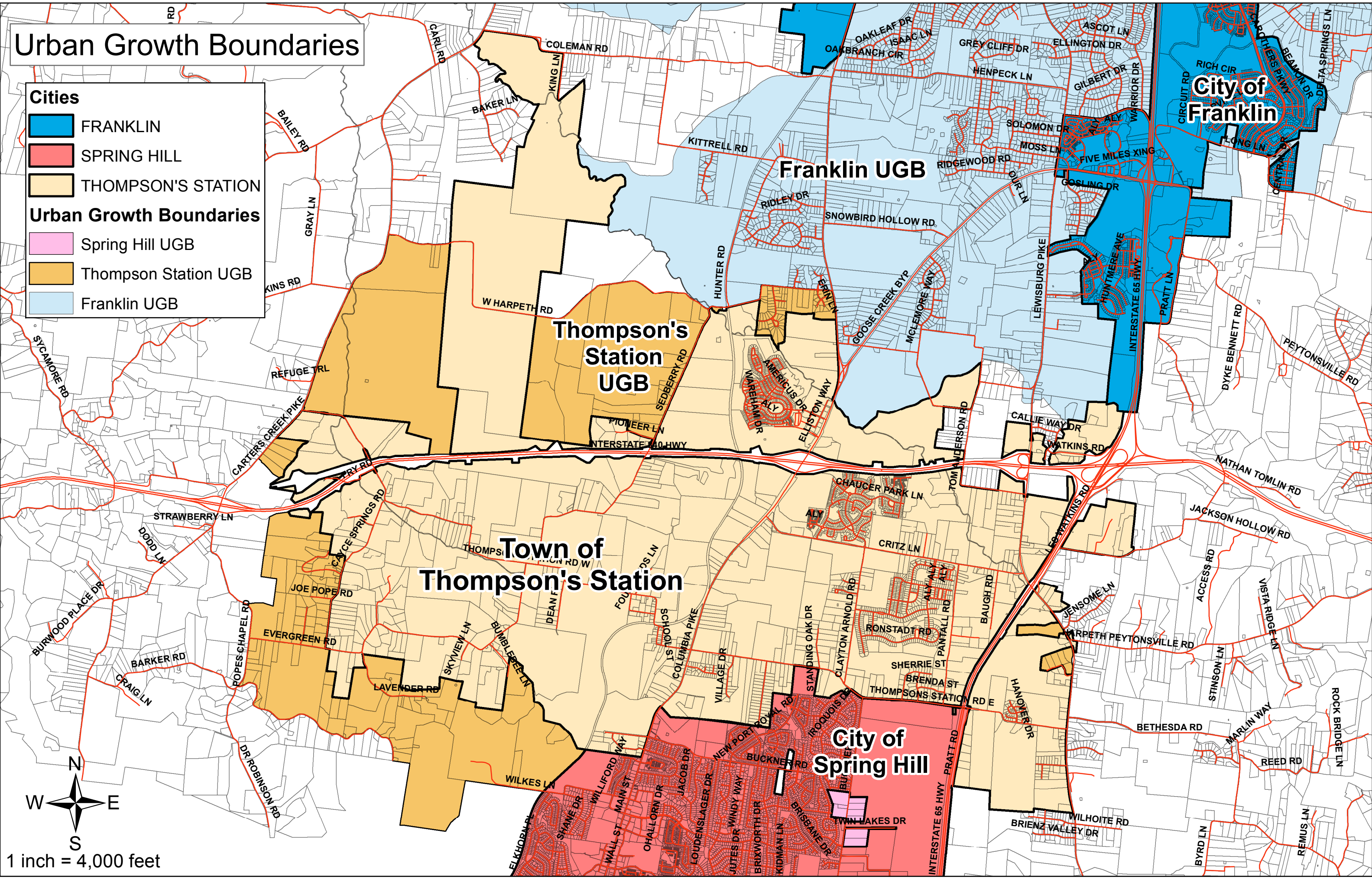
Urban Growth Boundaries

Cities

- FRANKLIN
- SPRING HILL
- THOMPSON'S STATION

Urban Growth Boundaries

- Spring Hill UGB
- Thompson Station UGB
- Franklin UGB



1 inch = 4,000 feet