

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
April 9, 2019**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

**Consideration Of The March 12, 2019 Regular Meeting Minutes And The
March 26, 2019 Special Session Minutes**

Documents:

[03122019 MINUTES.PDF](#)
[03262019 MINUTES SPECIAL SESSION.PDF](#)

Appointment Of The Interim Town Recorder Caryn Miller

Public Comments-

New Business:

**1. First Reading Of Ordinance 2019-005: An Ordinance To Incorporate A
Definition For "Religious Institution" Within Section 1.3 Of The Land
Development Ordinance And To Modify Section 4.5.2 To Incorporate
Standards To Govern Private Schools Within The T5 District.**

Documents:

[ITEM 1 - ORDINANCE 2019-005 STAFF REPORT.PDF](#)
[ITEM 1 - 2019-005 ORDINANCE LDO AMEND.PDF](#)
[ITEM 1 - ORD 2019-005 JUSTIFICATION STATEMENT GCA.PDF](#)

**2. First Reading Of Ordinance 2019-06: An Ordinance Of The Town Of
Thompson's Station To Amend Title 18, Chapter 2 Of The Municipal Code
Regarding Wastewater System User Fees.**

Documents:

[ITEM 2 - BOMA MEMO FOR ORD 2019-006 TITLE 18.PDF](#)
[ITEM 2 - ORDINANCE 2019-006.PDF](#)
[ITEM 2 - EXHIBIT A AMENDING CHAPTER 18.PDF](#)

3. Discussion Related To Fry Road Bridge

Documents:

[ITEM 3 - MEMO TO BOMA FRY ROAD BRIDGE.PDF](#)
[ITEM 3 - FRY ROAD - PRELIMINARY COST ESTIMATE - OPTION A.PDF](#)
[ITEM 3 - FRY ROAD - PRELIMINARY COST ESTIMATE - OPTION B.PDF](#)
[ITEM 3 - FRY ROAD - PRELIMINARY COST ESTIMATE - OPTION C.PDF](#)

4. Attorney Rankings

Documents:

ITEM 4 - MEMO TO BOMA FOR ATTORNEY SELECTION.PDF

5. Approval Of New Positions Based On Current Staffing Needs.

Documents:

ITEM 5 - MEMO TO BOMA FOR POSITION DESCRIPTIONS.PDF
ITEM 5 - JOB DESCRIPTION CODES INSPECTOR I.PDF
ITEM 5 - PLANNING AND PERMITTING TECHNICIAN 2-22-2019
REVISIONS.PDF
ITEM 5 - TOWN ENGINEER 2-2019.PDF
ITEM 5 - ASSIST. TA-PROJECT MANAGER.PDF

6. Approval Of Agreement With HB & TS For Sewer Non Payment Collection Penalties.

7. Approval Of Resolution 2019-010 – Approval Of An Easement To MTEMC In Preservation Park

Documents:

ITEM 7 - RESO 2019-010 MEMO.PDF
ITEM 7 - MTEMC PRESERVATION PARK EASEMENT.PDF
ITEM 7 - MTEMC-HBTS PRESERVATION PARK-HAY TANK EASEMENT
EXHIBIT.PDF

8. Approval Of Proposal From Jackson Thornton For Sewer Impact Fee Study.

Documents:

ITEM 8 - THOMPSONS STATION PROPOSAL_ 4.2.19.PDF

Announcements/Agenda Requests

Adjourn

Information Only:

Finance Report

Documents:

2019 04 FINANCE REPORT.PDF

Follow Up To Crosslin Presentation Regarding The Audit

Documents:

FOLLOW UP FROM CROSSLIN.PDF
CROSSLIN_DILKS_EMAILRESPONSE.PDF

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

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

Call to Order.

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

Pledge of Allegiance.

Consideration of Minutes. The minutes of the February 12, 2019 Regular Meeting were presented.

Alderman Dilks made a correction to the Crosslin Audit vote stating he voted to accept the audit as presented, however wanted it noted that his acceptance of the report did not constitute acceptance of the Financials as presented.

After discussion, Alderman Stover made a motion to approve the minutes of the February 12th, 2019 regular meeting as amended. The motion was seconded and approved by all.

Wastewater Utility Board appointments.

After discussion, Alderman Stover made a motion to appoint Jeff Risdien, Charles Stark, Brad Wilson, Joe Whitson, Bruce DiFrancisco and John Peterson to form the Utility Board. The motion was seconded and approved by a vote of 4 to 1 with Alderman Dilks casting the opposing vote.

BZA Appointments.

Alderman Alexander made a motion to appoint Bryce Lovett to the Board of Zoning Appeals. The motion was seconded and approved by all.

Alderman Stover made a motion to appoint Lori Clemmons to the Board of Zoning Appeals. The motion was seconded and approved by all.

Public Comments:

None.

Unfinished Business:

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

The Mayor opened the floor for Public Comment, there being none, public comment was then closed.

After discussion, Alderman Bell made a motion to approve Second Reading of Ordinance 2019-003, an Ordinance to permit financial services to have a drive through in the Neighborhood Commercial (NC) district, limiting the location of the drive through to east of Elliston Way and modify the parking standards for financial services with a modification on the building attachment. The motion was seconded and approved by all.

2. Public Hearing and Second Reading of Ordinance 2019-004, amending the Budget for FY beginning July 1, 2018 and ending June 30th, 2019.

The Mayor opened the floor for Public Comment, there being none, public comment was then closed.

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

New Business:

3. Sip and Savor road closure request.

Alderman Stover made a motion to approve the closure of Thompson's Station Road West in the Town Center area for approximately 6 hours to host the event. The motion was seconded and carried by all.

4. Resolution 2019-008, a Resolution of the Town of Thompson's Station, TN approving a Facility Encroachment Agreement with CSX Transportation, Inc. to allow the Town to install and maintain wastewater lines across Railroad Right-of-Way and to authorize the Mayor to sign the contract.

After discussion, Alderman Stover made a motion to approve Resolution 2019-008, a Resolution of the Town of Thompson's Station TN approving a Facility Encroachment Agreement with CSX Transportation, Inc. to allow the Town to install and maintain wastewater lines across Railroad Right-of-Way and to authorize the Mayor to sign the contract. The motion was seconded and carried by all.

5. Approval of Town Hall and approval of the associated sewer taps.

Alderman Stover made a motion to table Item 5 to the May 14th BOMA meeting. The motion was seconded and carried by all.

6. Town Attorney Candidate discussion.

The Board viewed resumes from potential Attorney's and will start the interview process in the near future.

7. Discussion related to Critz Lane project.

Ryan Manners with Encompass came forward to have a brief discussion regarding the Critz Lane re-alignment.

8. Volunteer Paving v Town of Thompson's Station discussion

Alderman Bell made a motion to move to an executive session to discuss the case.

Adjourn

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

Corey Napier, Mayor

Town Recorder

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
March 26, 2019

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 6:00 p.m. on Tuesday, March 26th, 2019 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Shaun Alexander; Alderman Brian Stover; Town Clerk Jennifer Jones and Town Attorney Todd Moore. Aldermen Brandon Bell and Ben Dilks were unable to attend.

New Business:

1. Resolution 2019-009: A Resolution of the Town of Thompson's Station, Tennessee to approve an Employment Agreement with the New Town Administrator.

After discussion, Alderman Alexander made a motion to approve Resolution 2019-009, a Resolution of the Town of Thompson's Station, Tennessee to approve an Employment Agreement with the New Town Administrator. The motion was seconded and approved by all present.

Adjourn

There being no further business, the meeting was adjourned at 6:03 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

Thompson's Station Board of Mayor and Aldermen
Staff Report (File: Zone Amend 2019-002)
April 9, 2019
Land Development Ordinance Amendment

PROJECT DESCRIPTION

A request from Grace Christian Academy (GCA) to amend the Land Development Ordinance to permit schools within the T5 district.

BACKGROUND

On March 26, 2019, the Planning Commission reviewed the request for an amendment to the permitted land uses within the T5 district to include school uses. Upon consideration of the request and Staff's evaluation/recommendation and is recommending an amendment that incorporates a definition for "religious institutions" and some additional standards that would pertain to a private school land use.

PROPOSED REVISIONS

The applicant requests the Town amend the LDO to permit "elementary, middle school" within the T5 district.

Applicant Justification:

"After reviewing the goals and policies of the General Plan for Thompson's Station, we fully believe that Grace Christian Academy would be beneficial for the Thompson's Station and South Williamson County as currently there is not fully accredited private school in the area. We would service students and families that desire a smaller school environment with high academic standards. The school would also provide an opportunity for additional employment in the Thompson's Station area. In an effort to partner with Thompson's Station's leadership, we would be more than willing to cooperate regarding start and end times as we realize traffic may be a concern for some of the Thompson's Station community." For full justification statement, including cited goals and policies, please see attached justification statement.

Staff Response:

Educational facilities include three categories: 1. College; 2. Elementary, Middle School; and 3. High School. These land uses are permitted within the T3, T4 and T4O districts in the transect community, however are not allowed in the T5 district. The T5 district is defined as a zone that "consists of higher density mixed use buildings that accommodate retail, offices, townhouses and apartments" (Section 1.2.6). The T5 district predominantly permits residential and commercial uses while limiting the types of institutional land uses permitted. The types of institutional land uses allowed within the district are generally associated with other commercial uses such as farmers markets, entertainment establishments and theaters. Other uses do include institutional uses such as religious institutions are permitted with the approval of a special exception permit.

The General Plan does support providing for a mix of uses within the transect community, however, school uses are permitted within the other transect zones to achieve this balance of uses. Staff has a concern about permitting a use that may not achieve the vision for the district, however, Staff believes a private school operating within a permitted religious institution is consistent with the General Plan and does not negatively impact other use or the Town. Multiple uses, such as churches, day care facilities, schools or other institutional uses can operate in

harmony together within an existing facility and without negatively impacting the development opportunities elsewhere in the district. Therefore, upon consideration of the goals, policies and vision of the Town, Staff recommends amending the LDO to allow private schools to be permitted within the T5 zoning by approval of special exception permit, provided that, such schools may only be operated within the facilities of a permitted religious institution and as an ancillary, not primary, use to the institution and facility. Staff also recommends that the special exception permit may be issued subject to certain conditions necessary to prevent any negative impacts of this use, such as an appropriate limitation on the number of students, hours of operation and traffic mitigation.

The LDO does not define “religious institution” but rather defines “worship facility” which includes religious institutions. Staff recommends the removal of the definition of “worship facility” and replacing it with the following definition for religious institution:

Religious institution: A church or place of worship or religious assembly. A religious institution may include related facilities such as a meeting hall, day care and administrative offices. A religious institution may also include a private school if permitted by approval of a special exception permit as specifically provided for in this ordinance.

Additional Staff Considerations

In considering the use within the transect community, Staff would recommend the Planning Commission consider incorporating the following standards in Section 4.5.2 to establish adequate regulations to protect the vision and scope of the development within the transect community, specifically the T5 zone:

1. A private religious school in T5 may operate only as an ancillary use to and within a permitted religious institution within the district and shall be subject to the review of a special exception permit.
2. A private religious school in the T5 district shall be limited to an appropriate number of students based on the size of the facilities and the hours of operation limited to 9:00 a.m. to 3:00 p.m. Monday through Friday.
3. A traffic study for a shall be prepared and appropriate mitigation shall be incorporated, if necessary to mitigate negative impacts.

RECOMMENDATION

Based on the goals and policies within the General Plan to provide opportunities for a mix of land uses throughout the Town, the Planning Commission recommends to the Board of Mayor and Aldermen to amend Section 1.3 – Definitions to remove the definition for “worship facility” and incorporate the following definition:

Religious institution: A church or place of worship or religious assembly. A religious institution may include related facilities such as a meeting hall, day care and administrative offices. A religious institution may also include a private school if permitted by approval of a special exception permit as specifically provided for in this ordinance.

Based on the intent to protect the vision of the General Plan, Staff also recommends incorporating the following standards within Section 4.5.2. to address private schools in the T5 zone:

- b. A private religious school in T5 may operate only as an ancillary use to and within a religious institution within the district and shall be subject to the review of a special exception permit.
 - i. A private religious school in the T5 district shall be limited to an appropriate number of students based on the size of the facilities and the hours of operation limited to 9:00 a.m. to 3:00 p.m. Monday through Friday.
 - ii. A traffic study for a shall be prepared and appropriate mitigation shall be incorporated, if necessary to mitigate negative impacts.

Attachments

Justification Statement as provided by the applicant

Ordinance 2019-005

ORDINANCE NO. 2019-005

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND THE LAND DEVELOPMENT ORDINANCE TO PERMIT THE OPERATION
OF A SCHOOL AS AN ANCILLARY USE TO AN EXISTING RELIGIOUS
INSTITUTION WITHIN THE T5 DISTRICT**

WHEREAS, Town Staff and the Planning Commission is recommending changes to the text of the Town's Land Development Ordinance ("LDO") to allow for the operation of a school as an ancillary use to an existing religious institution within the T5 zone, subject to certain conditions and approval of a special exception permit; and

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

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Passed First Reading: _____

Passed Second Reading: _____

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

Recommended for approval by the Planning Commission on the ____ day of _____, 2019.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT "A"

1. That **Section 1.3, Definitions**, be amended to add the following:

Religious institution: A church or place of worship or religious assembly. A religious institution may include related facilities such as a meeting hall, day care and administrative offices. A religious institution may also include a private school if permitted by approval of a special use permit as specifically provided for in this ordinance.

2. That **Section 1.3, Definitions**, also be amended by deleting the definition of "Worship Facility."
3. That **Section 4.5.2, General Transect Zone Restrictions**, be amended by adding the following new subsection (b) as follows:

b. A private religious school in the T5 zone may operate only as an ancillary use to and within a permitted religious institution and shall be subject to the review and approval of a special exception permit and the following conditions:

- i. A private religious school in the T5 district shall be limited to an appropriate number of students based on the size of facilities;
- ii. The hours of operation for a private religious school within the T5 district shall be limited to 9:00 a.m. to 3:00 p.m., Monday through Friday; and
- iii. A traffic study for a private religious school use shall be prepared and appropriate mitigation shall be incorporated prior to beginning operation, if necessary, to mitigate negative impacts.

4. That **Table 4.3, Transect Zone Non-residential uses**, of the Land Development Ordinance be amended by adding the following row under Education:

USE	T1	T2	T3	T4	T4O	T5
Private religious school (See § 4.52)						P

Justification Statements

After reviewing the goals of the General Plan for Thompson's Station, we fully believe that Grace Christian Academy would be beneficial for the Thompson's Station and South Williamson County as currently there is not a fully accredited private school in the area. We would service students and families that desire a smaller school environment with high academic standards. The school would also provide opportunity for additional employment in the Thompson's Station area. In an effort to partner with Thompson's Station's leadership, we would be more than willing to cooperate regarding start and end times as we realize traffic may be a concern for some of the Thompson's Station community. We have included our responses below regarding the General Plan Goals. We look forward to working with Thompson's Station's leadership in the future.

Grace Christian Academy will meet Thompson's Station General Plan goals by:

Land Use Element:

Goal 1: Grace Christian meets this goal by utilizing an existing and approved site, so no visual change will occur.

Goal 2 and 3: Grace Christian will meet the need of a growing community by providing the opportunity for a fully accredited private elementary school to help alleviate crowding in the current public school system.

Goal 4: GCA already meets this goal as we are utilizing an existing and approved site.

Goal 5: GCA already meets this goal as we are utilizing an existing and approved site.

Goal 6: GCA meets this goal as we will be employing a principal and teachers as well as a few part time support staff.

Goal 7: Our hope would be to start the school with 20-50 students with the potential to add 20 new students each year until the school reaches 5th grade.

Transportation/Circulation Element:

Goal 1: We will coordinate with the Town of Thompson's Station to effectively establish start and dismissal times to alleviate any impact this might have on potential traffic. We anticipate a minimal impact as this is a small elementary school.

Goal 2: We will encourage our families to carpool when applicable or necessary in order to help alleviate traffic.

Goal 3: Since we are utilizing an existing facility that meets and exceeds our parking needs and requirements, we are meeting this goal.

Project Description

Grace Christian Academy is seeking approval for a satellite campus utilizing an existing property. The satellite campus will be located at Thompson Station Church on the corner of Columbia Pike and Thompson Station Road. We will be utilizing Building C only on the Thompson Station Campus. Based on early interest, we believe that this campus would be a K-2 campus with an enrollment of 20-50 students. We foresee the school will add an additional 20 students per school year with a maximum of 120 students up to 5th grade. We would like to meet the needs of families in the community by providing them a fully accredited elementary school with qualified teachers and an opportunity for this group of students and staff to be directly involved with the Thompson's Station community.

MEMORANDUM

TO: Board of Mayor and Alderman
FROM: Caryn Miller, Assistant Town Administrator
DATE: 4/2/2019
RE: Ordinance Amending Title 18 of the Code of Ordinances

The Ordinance amends Title 18, chapter 2 as related to sewer charges and responsibilities. It adds the following:

- Proof needed for adjustment of sewer charges
- Provision to shut water service off if sewer bill not paid for
- Establishes deposits and reconnection fees
- Process for changes of use in buildings
- Makes property owner (landlord) responsible for unpaid tenant bills

Aside from the Code amendment, administratively we have done the following:

Created an application for service

- Bills will now include language related to non payment of bill penalties
- Letter to customers indicating the changes to the Code if passed that will be inserted in their billing envelope
- Letter to customers warning of water shut off and giving them 10 additional days to pay their bill
- Contracted Fox Collections to perform collections on past due balances in an effort to recover those delinquencies. Contract is on a % of collected amounts. No payments made to company for the services.

006ORDINANCE NO. 2019-006

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION,
TENNESSEE, TO AMEND TITLE 18, CHAPTER 2 OF THE MUNICIPAL
CODE REGARDING WASTEWATER SYSTEM USER RATES**

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to adopt amendments to the wastewater system user rates ordinance as set out herein.

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

Section 1. That Title 18, Chapter 2 of the Municipal Code, *Wastewater System User Rates*, is hereby amended by deleting the Sections 18-204 and 18-205 and replacing them with the language set forth in Exhibit A attached hereto and incorporated herein by reference. Title 18, Chapter 2 shall also be amended by adding new Sections 18-206 and 18-207, also as set forth in Exhibit A.

Section 2. All Prior Conflicting Ordinances Repealed; Interpretation. That upon the effective date of this ordinance, all prior ordinances and resolutions in conflict herewith be repealed. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the Town, the provision that establishes the higher standard shall be controlling.

Section 3. 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 4. Effective date; applicability. This ordinance shall take effect upon publication in a newspaper of general circulation within the Town after final reading, the public welfare requiring.

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

Corey Napier, Mayor

ATTEST:

Passed First Reading: _____

Passed Second Reading: _____

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

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT "A"

(The amendment language is italicized)

18-204. Adjustment of bills. The town administrator shall have the authority to make adjustments to sewer bills upon application of a customer and upon a showing that the calculation based upon water use is inaccurate for that billing period. *The customer must provide evidence from the water utility that their water bill was adjusted prior to the town administrator approving any adjustment to the sewer bill. A sewer adjustment will be granted only in cases in which the additional water use did not drain into the Town's wastewater system. The customer must also provide proof that any water leaks have been fixed (such as invoices and receipts or cancelled checks for payment) prior to receiving a wastewater adjustment.* Such adjustments shall be limited to one time per twelve (12) month period per customer.

18-205. Failure to pay bill when due. Any payment not received by the due date shall be assessed a ten percent (10%) penalty on all unpaid fees. *A notice of cut-off will be sent to a customer if the account is not paid in full by the cut-off date in the notice. If the account, including penalties, is not paid to the town by the cut-off notice date, the customer's water service may be discontinued for nonpayment, as per customer's agreement with water utility provider. Water system may be restored by payment in full of the past due sewer bill plus penalties and any additional fees as described in Section 18-206(a).*

18-206. Deposit and other related fees.

- a) *Each customer, upon providing evidence that water service has been established, will fill out an application for wastewater services. If the customer is not the property owner, the property owner shall also sign the application. A non-refundable deposit of seventy-five dollars (\$75.00) for single family residential and one hundred and fifty dollars (\$150.00) for commercial and multi-family will be charged at the time of application for wastewater service. If a single-family residential account becomes past due and water service is disconnected, an additional seventy-five (\$75.00) dollar non-refundable deposit shall be required before service is restored. Commercial customers that are disconnected are subject to higher deposits based on their average monthly billing. In addition, a reconnection fee of twenty-five dollars (\$25.00) will be assessed to all accounts prior to reconnection of services. Changes in deposit fees and reconnection fees may be established by resolution by the Board of Mayor and Aldermen of the Town from time to time.*
- b) *Any change in the occupancy of any building or residence connected to the Town's wastewater system shall require the completion of a new application for wastewater service by the new occupant. The original or prior occupant shall remain jointly and severally liable along with the new occupant and no deposits shall be released until a new application and deposit are received and approved by the Town.*

18-207. Responsibility for payment of fees.

- a) *The owner of a building or other premises, or the owner of land leased or rented by the owner of a building or other premises placed on said land, shall be responsible for payment of all fees incurred in servicing that property. If the owner authorizes or directs a tenant, occupant or other responsible person to open an account and make*

EXHIBIT "A"

payment of the fees to the Town, such agreement is exclusive of the Town and the owner shall remain responsible for all incurred fees.

- b) The Town may refuse to provide services to any property having past due fees that are unpaid. Refusal of service may also result in a denial of water service to the property by the water utility. The Town shall make reconnection of service upon payment of all fees, late charges, legal and collection expenses, reconnection fees and all other fees due on the account, subject to the reconnection policies and procedures as set out herein.*
- c) Nothing herein shall prohibit or limit the Town from taking any other legal or injunctive relief, including the right to place a lien on the property, necessary to recover any fees, expenses, court costs, attorneys' fees, penalties and interest from a customer, occupant or property owner as authorized by law.*

MEMORANDUM

TO: Board of Mayor and Alderman
FROM: Caryn Miller, Assistant Town Administrator
DATE: 4/2/2019
RE: Fry Road Bridge

TDOT has an approved Bridge Application for the Fry Road Bridge. TDOT has available \$151,470.00 in Bridge Grant funds for replacement of this bridge. The split for this program is 98% state and 2% local. The amount of funds available may not cover the cost to replace the bridge, therefore the Town would be responsible for anything over this amount. I confirmed with TDOT that we still want the money so that we do not lose it. Mr. Coleman had asked for an estimate from an Engineer as to the cost of the bridge. Wendy informed me that she had suggested realigning the road as well and the cost estimates were based on that supposition. If the Town chooses not to participate in the program at this time the available money will go back into the Bridge Grant Fund balance for Williamson County and this bridge would not be eligible for Bridge Grant funds for the next four years.

Based on the estimates received it is my recommendation that the Town go ahead and replace the bridge going with option C attached. The road impact fees we have collected and/or the gas tax collected can be used for this project.

PRELIMINARY COST ESTIMATE - OPTION A

FRY ROAD OVER MURFREES FORK - SPAN BRIDGE WITH NEW ROADWAY ALIGNMENT

COUNTY Williamson ROUTE NO. A327 DATE 01/24/19 SHEET NO. 1 OF 1

BRIDGE LOC. NO. 94-A327-0.18 TYPE Single Span Concrete Bridge (60° Skew) ROADWAY LENGTH (FT) 450

PROJECT LIMITS Bridge Replacement - Bridge and Approaches only BRIDGE LENGTH (FT) 50

ROADWAY & BRIDGE DESIGNER Jeffrey D. Stevens, P.E. - Senior Engineer TOTAL LENGTH (FT) 500

ESTIMATE PREPARED BY Jeffrey D. Stevens, P.E. TITLE Project Manager CHECKED BY Charles King, P.E.

CONTRACTOR					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
202-04.01	REMOVAL OF STRUCTURES (EXISTING BRIDGE)	L.S.	1	\$30,000.00	\$30,000.00
205-05	ROCK DRILLING (BRIDGES)	L.F.	60	\$30.00	\$1,800.00
204-10.01	FOUNDATION PREPARATION (ABUTMENT NO. 1)	L.S.	1	\$10,000.00	\$10,000.00
204-10.04	FOUNDATION PREPARATION (ABUTMENT NO. 2)	L.S.	1	\$10,000.00	\$10,000.00
303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	350	\$35.00	\$12,250.00
604-02.03	EPOXY COATED REINFORCING STEEL	LB.	10,000	\$1.20	\$12,000.00
604-03.01	CLASS "A" CONCRETE (BRIDGES)	C.Y.	100	\$650.00	\$65,000.00
604-03.02	STEEL BAR REINFORCEMENT (BRIDGES)	LB.	8,000	\$1.00	\$8,000.00
604-03.09	CLASS "D" CONCRETE (BRIDGE DECK)	C.Y.	50	\$950.00	\$47,500.00
615-02.22	PRESTRESSED CONCRETE BOX BEAM (18" X 36")	L.F.	210	\$240.00	\$50,400.00
620-06	CONCRETE RAILING (STD-7-1)	L.F.	80	\$90.00	\$7,200.00
705-01.01	GUARDRAIL AT BRIDGE ENDS	L.F.	107.58	\$60.00	\$6,454.80
705-02.02	SINGLE GUARDRAIL (TYPE 2)	L.F.	50.0	\$30.00	\$1,500.00
705-04.04	GUARDRAIL TERMINAL (TYPE 21)	EACH	4	\$3,500.00	\$14,000.00
705-04.10	EARTH PAD FOR GUARDRAIL END TREATMENT	EACH	4	\$1,200.00	\$4,800.00
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	250	\$35.00	\$8,750.00
710-09.01	6" PERFORATED PIPE WITH VERTICAL DRAIN SYSTEM	L.F.	100	\$25.00	\$2,500.00
710-09.02	6" PIPE UNDERDRAIN	L.F.	40	\$15.00	\$600.00
EROSION CONTROL & TRAFFIC CONTROL					
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	400	\$5.00	\$2,000.00
209-09.01	SAND BAGS	BAG	400	\$5.00	\$2,000.00
209-09.02	TEMPORARY SEDIMENT FILTER BAG	BAG	2	\$1,000.00	\$2,000.00
209-20.04	POLYETHYLENE SHEETING (10 MIL.)	S.Y.	200	\$4.00	\$800.00
209-65.14	TEMPORARY STREAM DIVERSION	L.S.	1	\$5,000.00	\$5,000.00
712-01	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00
TOTAL BRIDGE ESTIMATED CONSTRUCTION COST (CONTRACTOR)					\$319,554.80

CONTRACTOR					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
203-30.01	ROADWAY APPROACHES	L.S.	1		
INCLUDES:					
201-01	CLEARING & GRUBBING	L.S.	1	\$10,000.00	\$10,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1500	\$10.00	\$15,000.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	2000	\$12.00	\$24,000.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	100	\$15.00	\$1,500.00
303-01	MINERAL AGGREGATE, TYPE "A", GRADING D	TON	750	\$20.00	\$15,000.00
801-01	SEEDING (WITH MULCH)	UNITS	10	\$50.00	\$500.00
203-30.75	PAVING FOR ROADWAY APPROACHES	L.S.	1		
INCLUDES:					
307-01.08	ASPHALT CONCRETE MIX (PG 64-22) (BPMB-HM)	TON	200	\$90.00	\$18,000.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	\$500.00	\$1,000.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	10	\$15.00	\$150.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	\$500.00	\$500.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	0.4	\$1,200.00	\$480.00
411-01.10	ACS MIX, GRADING "D"	TON	100	\$100.00	\$10,000.00

TOTAL ROADWAY ESTIMATED CONSTRUCTION COST (CONTRACTOR) \$96,130.00

TOTAL PROJECT COST \$415,684.80

TOTAL ENGINEERING FEE (15% PROJECT COST) \$62,352.72

PRELIMINARY COST ESTIMATE - OPTION B

FRY ROAD OVER MURFREES FORK - SLAB BRIDGE WITH NEW ROADWAY ALIGNMENT

COUNTY Williamson ROUTE NO. A327 DATE 01/25/19 SHEET NO. 1 OF 1

BRIDGE LOC. NO. 94-A327-0.18 TYPE 3 @ 16' X 10' Bridge (60° Skew) ROADWAY LENGTH (FT) 450

PROJECT LIMITS Bridge Replacement - Bridge and Approaches only BRIDGE LENGTH (FT) 50

ROADWAY & BRIDGE DESIGNER Jeffrey D. Stevens, P.E. - Senior Engineer TOTAL LENGTH (FT) 500

ESTIMATE PREPARED BY Jeffrey D. Stevens, P.E. TITLE Project Manager CHECKED BY Charles King, P.E.

CONTRACTOR					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
202-04.01	REMOVAL OF STRUCTURES (EXISTING BRIDGE)	L.S.	1	\$30,000.00	\$30,000.00
303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	350	\$30.00	\$10,500.00
604-02.01	CLASS "A" CONCRETE (BOX BRIDGES)	C.Y.	120	\$650.00	\$45,000.00
604-02.02	STEEL BAR REINFORCEMENT (BOX BRIDGES)	LB.	27,500	\$1.10	\$9,876.00
705-01.04	METAL BEAM GUARD FENCE	L.F.	112.5	\$50.00	\$1,875.00
705-02.02	SINGLE GUARDRAIL (TYPE 2)	L.F.	50	\$30.00	\$1,500.00
705-04.04	GUARDRAIL TERMINAL (TYPE 21)	EACH	4	\$2,500.00	\$10,000.00
705-04.10	EARTH PAD FOR GUARDRAIL END TREATMENT	EACH	4	\$1,200.00	\$4,800.00
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	250	\$35.00	\$8,750.00
EROSION CONTROL & TRAFFIC CONTROL					
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	400	\$5.00	\$2,000.00
209-09.01	SAND BAGS	BAG	400	\$5.00	\$2,000.00
209-09.02	TEMPORARY SEDIMENT FILTER BAG	BAG	2	\$1,000.00	\$2,000.00
209-20.04	POLYETHYLENE SHEETING (10 MIL.)	S.Y.	200	\$4.00	\$800.00
209-65.14	TEMPORARY STREAM DIVERSION	L.S.	1	\$5,000.00	\$5,000.00
712-01	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00
TOTAL BRIDGE ESTIMATED CONSTRUCTION COST (CONTRACTOR)					\$149,101.00

CONTRACTOR					
203-30.01	ROADWAY APPROACHES	L.S.	1		
INCLUDES:					
201-01	CLEARING & GRUBBING	L.S.	1	\$10,000.00	\$10,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	1500	\$10.00	\$15,000.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	2000	\$12.00	\$24,000.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	100	\$15.00	\$1,500.00
303-01	MINERAL AGGREGATE, TYPE "A", GRADING D	TON	750	\$20.00	\$15,000.00
801-01	SEEDING (WITH MULCH)	UNITS	10	\$50.00	\$500.00
203-30.75	PAVING FOR ROADWAY APPROACHES	L.S.	1		
INCLUDES:					
307-01.08	ASPHALT CONCRETE MIX (PG 64-22) (BPMB-HM)	TON	200	\$90.00	\$18,000.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	\$500.00	\$1,000.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	10	\$15.00	\$150.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	\$500.00	\$500.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	0.4	\$1,200.00	\$480.00
411-01.10	ACS MIX, GRADING "D"	TON	100	\$100.00	\$10,000.00
TOTAL ROADWAY ESTIMATED CONSTRUCTION COST (CONTRACTOR)					\$96,130.00

TOTAL PROJECT COST \$245,231.00

TOTAL ENGINEERING FEE (15% PROJECT COST) \$36,784.65

PRELIMINARY COST ESTIMATE - OPTION C

FRY ROAD OVER MURFREES FORK - SLAB BRIDGE @ EXISTING LOCATION

COUNTY Williamson ROUTE NO. A327 DATE 01/25/19 SHEET NO. 1 OF 1

BRIDGE LOC. NO. 94-A327-0.18 TYPE 2 @ 18' X 10' Bridge (90° Skew) ROADWAY LENGTH (FT) 450

PROJECT LIMITS Bridge Replacement - Bridge and Approaches only BRIDGE LENGTH (FT) 40

ROADWAY & BRIDGE DESIGNER Jeffrey D. Stevens, P.E. - Senior Engineer TOTAL LENGTH (FT) 500

ESTIMATE PREPARED BY Jeffrey D. Stevens, P.E. TITLE Project Manager CHECKED BY Charles King, P.E.

CONTRACTOR					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
202-04.01	REMOVAL OF STRUCTURES (EXISTING BRIDGE)	L.S.	1	\$30,000.00	\$30,000.00
303-01.02	GRANULAR BACKFILL (BRIDGES)	TON	350	\$30.00	\$10,500.00
604-02.01	CLASS "A" CONCRETE (BOX BRIDGES)	C.Y.	105	\$650.00	\$45,000.00
604-02.02	STEEL BAR REINFORCEMENT (BOX BRIDGES)	LB.	23,000	\$1.10	\$9,876.00
705-01.04	METAL BEAM GUARD FENCE	L.F.	87.5	\$50.00	\$1,875.00
705-02.02	SINGLE GUARDRAIL (TYPE 2)	L.F.	50	\$30.00	\$1,500.00
705-04.04	GUARDRAIL TERMINAL (TYPE 21)	EACH	4	\$2,500.00	\$10,000.00
705-04.10	EARTH PAD FOR GUARDRAIL END TREATMENT	EACH	4	\$1,200.00	\$4,800.00
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	250	\$35.00	\$8,750.00
EROSION CONTROL & TRAFFIC CONTROL					
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	400	\$5.00	\$2,000.00
209-09.01	SAND BAGS	BAG	400	\$5.00	\$2,000.00
209-09.02	TEMPORARY SEDIMENT FILTER BAG	BAG	2	\$1,000.00	\$2,000.00
209-20.04	POLYETHYLENE SHEETING (10 MIL.)	S.Y.	200	\$4.00	\$800.00
209-65.14	TEMPORARY STREAM DIVERSION	L.S.	1	\$5,000.00	\$5,000.00
712-01	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00
TOTAL BRIDGE ESTIMATED CONSTRUCTION COST (CONTRACTOR)					\$149,101.00

CONTRACTOR					
203-30.01	ROADWAY APPROACHES	L.S.	1		
INCLUDES:					
201-01	CLEARING & GRUBBING	L.S.	1	\$10,000.00	\$10,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	500	\$10.00	\$5,000.00
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	500	\$12.00	\$6,000.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	50	\$15.00	\$750.00
303-01	MINERAL AGGREGATE, TYPE "A", GRADING D	TON	300	\$20.00	\$6,000.00
801-01	SEEDING (WITH MULCH)	UNITS	10	\$50.00	\$500.00
203-30.75	PAVING FOR ROADWAY APPROACHES	L.S.	1		
INCLUDES:					
307-01.08	ASPHALT CONCRETE MIX (PG 64-22) (BPMB-HM)	TON	100	\$90.00	\$9,000.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	2	\$500.00	\$1,000.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	10	\$15.00	\$150.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	\$500.00	\$500.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	0.4	\$1,200.00	\$480.00
411-01.10	ACS MIX, GRADING "D"	TON	50	\$100.00	\$5,000.00
TOTAL ROADWAY ESTIMATED CONSTRUCTION COST (CONTRACTOR)					\$44,380.00

TOTAL PROJECT COST \$193,481.00

TOTAL ENGINEERING FEE (15% PROJECT COST) \$29,022.15

MEMORANDUM

TO: Board of Mayor and Alderman
FROM: Caryn Miller, Assistant Town Administrator
DATE: 4/1/2019
RE: Attorney Rankings

Based on the three replies I received the following candidates had the highest rankings

Jason Holleman has all 3

Catherine Pham has all 3

Reynolds Potter PLC has 2 (21)

Anthony Czerniak has 2 (14)

Steven Grauberger has 2 (12)

Brandon James Smith Has 2 (11)

MEMORANDUM

TO: Board of Mayor and Alderman
FROM: Caryn Miller, Assistant Town Administrator
DATE: 4/1/2019
RE: Position Descriptions

The Mayor/TA tasked me with evaluating current staffing and immediate future staffing needs. The attached Job descriptions are a result of that evaluation. New positions need to be approved by BOMA, whether they are filled ultimately or not. Based on daily workflows and analysis of where we are and where we are going in the near future, these positions have been created for your approval. The Town Clerk position was changed to add the duties of Accounts Receivable so the Town has the separation of duties that was noted in the Audit. That change was done administratively by the TA and does not need BOMA approval.

- Town Engineer- While Barge is currently doing a great job at managing our sewer and civil engineering needs, the volume of plans reviews, and other projects that are forthcoming in the near future. With further study of the future as the Town grows it has been established that the Town needs a full time Engineer on Staff to attend to all the present and future needs. This position covers civil, wastewater and stormwater engineering needs.
- Codes Inspector I- This position was already advertised prior to my employment with the Town. However, a description was not developed at the time. This position would be either full or part-time to learn from Richard King and be able to take over the job when Richard retires. Building Officials are very hard to come by these days as most have gone to the private sector. Having someone come in and work under Richard to take over is good succession planning.
- Planning and Permitting Technician- This position will take care of the building permitting and office assistant duties that Jennifer had and combining them with the assistance and needs that Wendy has currently and will have in the future. This position will be under the Planner's supervision and assist Wendy and Richard administratively. With the volume we now have this position is crucial and very necessary.
- Assistant Town Administrator/ Project Manager- This position would not only be responsible for research and development of projects for the future but also in the grant writing and funding procurement areas as new projects are needed for the Town. For example: funding for the rest of the Critz Lane project, the Town Hall project, Downtown Streetscape project, the new Sewer trunk line, and the Downtown development on 31. The Town Administrator does not have enough time to be able to manage and research these projects. A project Manager has been suggested by some of you on the Board. This position expands it to fund seeking and other managerial duties that can be handled by an Assistant TA ensuring the TA is involved in other more important daily operations and negotiations.

Funding:

There is enough money in the budget currently to fund these positions through the end of this Fiscal Year 6/30/2019. The impact to the next year's budget will be an increase in salaries and benefits but expected revenues will cover those expenses.



THOMPSON'S STATION MUNICIPAL GOVERNMENT
Job Description

Job Title: Codes Inspector I

Position Summary: Under the general supervision of the Building Official performs plan review and inspection of commercial, residential, and public buildings to ensure compliance with adopted local municipal building codes. Responsibilities vary depending on building inspection scheduling and specialty factors, include reviewing plans for building code compliance and processing building permit applications, advising the general public on matters relating to construction and other code requirements, and providing technical information to architects, engineers, contractors, and other persons.

Minimum Qualifications and Required Knowledge, Skills and Abilities:

Education: High school graduate or equivalent.

Requirements: Current certification as a building inspector through the State of Tennessee or ability to obtain Certifications within 1 year. Knowledge of building materials, methods of construction, and building codes. Ability to read and interpret construction plans and specifications

Experience: Five (5) years in building construction or inspection

Reports Directly to: Building Official

Review Responsibility: Building Official

Essential Duties and Tasks:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Manage process for issuance of building permits

- Coordinate and process building permit applications
- Conduct site inspection of buildings during construction or remodel to ensure compliance with adopted building codes and other applicable municipal codes and ordinances
- Meet with design professionals, owners and contractors to review plans
- Prepare, maintain and organize code enforcement inspection reports and records for all completed inspections
- Coordinate and process Certificates of Occupancy

Assure compliance with all building codes

- Conduct ongoing surveillance of municipality for code compliance
- Enforce codes by explanation, mediation, penalty and, if necessary, legal action
- Investigate complaints and performs inspections of existing buildings to determine if hazardous or illegal conditions exist relating to structures and their use
- Monitor and catalog code compliance complaints
- Issue notices to correct code violations, issue "stop work" notices, and testify in court regarding violations

Interact effectively with diverse community members

- Assist and advise design professionals, contractors, and the general public in matters relating to construction and code requirements
- Communicates effectively with the public and development community orally and in writing
- Seek innovative solutions to problems while assuring code compliance
- Provide information to the Board of Zoning Appeals
- Participate on and attend meetings of various committees and task forces, as assigned

Interact effectively with Town employees

- Facilitates and works within a "team oriented" environment, being both an effective team leader and team member.
- Support other staff in the development and implementation of goals, objectives, policies, or priorities
- Assist Town Administrator in the supervision of maintenance crew
- Handles confidential information with tact and discretion

Physical Requirements and Work Environment:

This position must have overall stamina and ability to perform moderate to strenuous physical activity. Job requirements may include the ability to climb, bend, and work in tight or confined areas. In addition, close vision, color vision, depth perception, and far vision are essential to performance of the position. Corrective lenses may be utilized. The incumbent must be able to hear alarms and have the ability to audibly identify the presence of a danger or hazard. The position also requires the ability to lift, carry or move items up to 50 pounds. The nature of the work requires the ability to tolerate a variety of weather conditions; hot, cold, wet along with pollutants such as fumes, dust, and other contaminants found on construction sites. The Building Official may also be required to be available during emergency situations and may be required to work irregular or extended hours as necessary to complete Town business.

Employee Review:

I have read the above and understand that it is intended to describe the general content of and requirements for performing this job. It is not an exhaustive statement of duties, responsibilities or requirements. I understand that this description does not preclude my supervisor's authority to add or change duties or responsibilities and understand that the performance of other duties will be required from time to time in order to meet the Town's needs. I have been given a copy of this description.

Incumbent's Signature: _____ Date: _____

Date Approved: April 9, 2019

Reports to: Building Official

FLSA: Non- Exempt

This job description reflects management's assignment of essential functions; and nothing in this herein restricts management's right to assign or reassign duties and responsibilities to this job at any time.



THOMPSON'S STATION MUNICIPAL GOVERNMENT
Job Description

Job Title: Planning and Permitting Technician

Position Summary:

Under general supervision, assists the public at the service counter, provides technical office support duties related to the processing and issuance of building permits, and performs related administrative support to the Town Planner as required. The employee is under the general supervision of The Town Planner On occasion independent judgment must be used in order to accomplish tasks.

Minimum Qualifications and Required Knowledge, Skills and Abilities:

Education: High School graduate or GED equivalent required. The completion of an Associate's degree in urban planning, architecture, construction management, or related field is preferred

Requirements: Proficient with commonly used computer software such as Microsoft Word and Excel. Ability to use general office equipment such as a copier, fax machine, etc.

Experience: A minimum of two (2) years of experience in plans review, zoning administration, building permit issuance, clerical and administrative support in either planning or permitting.

Reports Directly to: The Town Planner

Review Responsibility: The Town Planner

Essential Duties and Tasks:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- Provides technical assistance and information to staff and the public in the administration of specific planning programs areas or ordinances
- Reviews building plans and applications to assure document submittal completeness
- Performs routine office tasks in designated program areas, including data entry, file management, copying and answering telephone

- Develops and maintains automated tracking systems, hard copy files and records
- Prepares narrative staff reports and recommendations of limited complexity
- Researches and compiles information on a variety of planning issues from multiple sources
- Prepares public notices or property owner verifications
- Prepares maps, charts, tables of limited complexity
- Attends public meetings, assisting other planning staff as appropriate
- Processes building permit applications and plan intake; determines processing needs for projects
- Reviews building plans and permit applications for completeness and compliance with established codes, ordinances, policies, and procedures
- Responds to telephone inquiries regarding permits, permit processes, building codes, and other related ordinances and local laws.
- Processes and issues building, electrical, plumbing, mechanical, grading, and other related permits. Calculates fees based on established fee schedules, and monitors approval of plans by other regulatory agencies.
- Issues Certificates of Occupancy
- Maintains computer files and other manual logs on all building permits and related documents.

Knowledge, Skills and Abilities:

- Knowledge of state and federal laws,
- Working knowledge of building permit and plan submittal processes
- Knowledge of principles and practices of research and data collection
- Knowledge of effective writing techniques
- Knowledge of computer hardware and software programs, which may include Microsoft Office, Internet applications, and possibly GIS

Typical Skills

- Oral communication and interpersonal skills to explain rules and procedures clearly to the public
- Problem-solving skills to gather relevant information to solve vaguely defined practical problems
- Ability to review plans and apply provisions of the ordinances and codes to determine compliance with such regulations
- Ability to work on several projects or issues simultaneously
- Ability to work independently or in a team environment as needed
- Ability to use available equipment
- Ability to act without direct supervision when need arises
- Ability to communicate effectively in oral and written forms.
- Ability to build and maintain cooperative and effective public relations with the residents, businesses, and visitors of the city.
- Ability to establish and maintain effective working relationships with co-workers, supervisors, and other public officials.
- Ability to work in partnership with all segments of the community and the citizenry to fulfill the mission of the Town.

Interact effectively with diverse community members

- Greet visitors to Town Hall and provide directions
- Communicate effectively with the public orally and in writing
- Converse plainly and directly in a courteous and friendly manner with hostile and uncooperative citizens, on the telephone or in person
- Research information in the municipal archives upon request of public officials or private citizens

- Respond to requests for general information from the public and refer other requests to appropriate staff

Interact effectively with Town employees

- Facilitate and work within a "team oriented" environment, being both an effective team leader and team member
- Support other staff in the development and implementation of goals, objectives, policies, or priorities
- Follow oral or written instructions and organize and plan work independently
- Establish and maintain effective working relationships with other employees
- Handles confidential information with tact and discretion

Physical Requirements and Work Environment:

The position requires sitting, standing, walking, reaching, twisting, bending, and crouching in the performance of daily duties. The position also requires the ability to lift, carry or move items up to 25 pounds. This position may require limited site visits. This position may also be required to be available during emergency situations and may be required to work irregular or extended hours as necessary to complete Town business.

Employee Review:

I have read the above and understand that it is intended to describe the general content of and requirements for performing this job. It is not an exhaustive statement of duties, responsibilities or requirements. I understand that this description does not preclude my supervisor's authority to add or change duties or responsibilities and understand that the performance of other duties will be required from time to time in order to meet the Town's needs. I have been given a copy of this description.

Incumbent's Signature: _____ Date: _____

Date Approved: _____

Reports to: The Town Planner

FLSA: Non-Exempt

This job description reflects management's assignment of essential functions; and nothing in this herein restricts management's right to assign or reassign duties and responsibilities to this job at any time.



THOMPSON'S STATION MUNICIPAL GOVERNMENT
Job Description

Job Title: Town Engineer

Position Summary: Under the direction of the Town Administrator, the Town Engineer is responsible for providing highly skilled engineering services to the Town on a wide variety of projects including, but not limited to, design, construction, inspection and maintenance of a variety of public facilities and utilities.

General Statement of Duties:

This is a professional position requiring an individual who is capable of exercising independent judgment and who possesses the educational and relevant experience as it relates to Civil Engineering principles. This position provides engineering services for all Town departments primarily the Utilities and Public Works Departments; provides as needed technical assistance to Planning/Codes; and may interface with other Town departments regarding engineering needs.

Minimum Qualifications and Required Knowledge, Skills and Abilities:

Education: Bachelor's Degree in Engineering required with concentration preferably in Civil and Sewer classifications.

Requirements: Licensed as a Professional Engineer in the State of Tennessee or possess comparable PE license with ability to obtain State of Tennessee licensing within Town-approved time frame.

Experience: 5+ years of verifiable, acceptable experience in civil and/or sewer engineering, preferably in a municipal environment; or equivalent combination of education and experience. 1+ years of experience in managing and supervising others.

Reports Directly to: The Town Administrator
Review Responsibility: The Town Administrator

Essential Duties and Tasks:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- Advises the administration and department heads engaged in traffic, property acquisition, construction inspection, information management, and maintenance scheduling for public streets and drainage facilities, waste water operations/facilities, and stormwater management.
- Performs engineering management functions as applicable for all Town Utilities (Wastewater Treatment, Wastewater Collection, and Storm Water Management) and other Public Works functions; as well as for Storm Water Drainage (Tennessee MS4 Program); TDOT (TN Department of Transportation); TDEC (TN Dept. of Environment and Conservation) and other functions as assigned.
- Manages or performs the survey, design, drafting, preparation of specifications and bid packages, prepares right-of-way or easement documents, negotiates with property owners and manages construction for funded capital improvement projects.
- Manages the process and information flow of Title VI information relative to projects for the Town and interacts with contractors/subcontractors to ensure proper contractor compliance and documentation.
- Prepares the scope of work for the engineers involved, reviews and approves preliminary and final design plans and specifications, and manages key construction activities for funded capital improvement projects to be designed by a consultant.
- Prepares and recommends ordinances and revisions to Town code regarding construction standards.
- Confers with the Town Attorney or representative concerning the legality of various matters, contracts and agreements, litigation on contracts, and preparation of proposed legislation.
- In coordination with the Public Works department and Waste Water Department, assists in preparation of the Operation and Maintenance budget for the Town and the capital budget for the construction, rehabilitation, and maintenance of street and drainage facilities, waste water distribution and treatment facilities, and Stormwater projects.
- Assists in preparation of various alternative multi-year capital budgets for new roads, road rehabilitation, street paving and drainage improvements.
- Observes delivery of services in the field, inspects infrastructure projects on site, and attends meetings regarding the progress and status of project completion.
- Reviews and approves periodic estimates of expenditures; reviews and approves payment of invoices prepared by contractors.
- Must attend all Planning Commission meetings and work with the Town Planner in making recommendations to the Board.
- Meets with citizens, citizens' committees and neighborhood groups concerning services and project implementation; responds to questions, complaints, suggestions and other concerns.
- Maintains continuous liaison with various state and federal agencies regarding regulations, project approvals, and funding of projects.
- Supervises the investigation of citizens concerns and complaints; prepares reports of the concern; confers with the Public Works department, Wastewater department, and Town Administrator regarding the severity of the concerns; and outlines actions to alleviate the concern.
- Coordinates with other Town departments, Town boards, and other local governments concerning the status of projects.
- Reviews and approves plans and specifications prepared by consultants to the Engineering Department.
- Prepares Requests for Qualifications to engineering consultants, reviews qualifications received, assists in the selection process of professional engineering services, negotiates agreements, recommends, through the Town Administrator, the selected consulting firm to the Board of Mayor and Alderman for approval for major project designs and services; reviews and approves work performed.
- Reviews and approves, through the assistance of department heads and staff, plans and specifications developed by engineers and architects for private developments.
- Other related duties may be assigned.

Knowledge, Skills and Abilities:

- Knowledge of the principles and practices of civil/sewer engineering particularly as applied to municipal government.
- Knowledge of municipal design, construction, maintenance methods, materials and equipment.
- Knowledge of applicable laws and regulatory codes related to the development and construction of public improvement projects;
- Experience in engineering and project management within the regulations of TDOT (TN Dept. of Transportation) and TDEC (TN Dept. of Environment and Conservation) or comparable entities.
- Ability to plan, schedule and supervise complex engineering programs.
- Ability to communicate clearly and concisely, verbally and in writing, to groups and individuals.
- Ability to establish and maintain an effective working relationship with subordinates, contractors, engineers, the general public, and elected officials.
- Be available to work hours as needed or as necessary, including attending meetings scheduled after normal working hours.
- Ability to supervise, coordinate, delegate and negotiate.
- Ability to make sound financial and budgetary decisions.
- Ability to analyze and resolve complex and sensitive problems.
- Advanced working knowledge of personal computers/software and capable of utilizing engineering computer software programs.
- Ability to be bonded.
- Considerable knowledge of state and federal laws,
- Ability to use available equipment
- Ability to act without direct supervision when need arises
- Ability to communicate effectively in oral and written forms.
- Ability to establish and maintain effective working relationships with co-workers, supervisors, and other public officials.
- Maintain working knowledge of Town personnel policy.
- Ability to work in partnership with all segments of the community and the citizenry to fulfill the mission of the Town.

Physical Requirements and Work Environment:

- Must be able to physically perform the basic life operational functions of standing, walking, hearing, kneeling, reaching, feeling, grasping, pushing, pulling, bending, climbing, crawling and performing repetitive motions.
- Daily operations require unaided lifting of objects weighing as much as twenty five (25) pounds.
- Work a variety of hours, including evenings, days, weekends, and holidays; consistently maintain mental alertness, remain calm and composed in difficult and emergency circumstances.
- Work is conducted in a normal office setting, in a vehicle, and at construction sites, which may be dirty or involve exposure to other disagreeable elements. Noise level is moderate to loud, depending upon employee’s location. Inspection sites can involve rough terrain, be dirty and cluttered with tools, construction materials, and debris. In addition to activities above, work may require crawling around in tight spaces, exposure to moving mechanical parts and typical hazards encountered when operating a vehicle. May occasionally be exposed to airborne particles and fumes. Frequently will be exposed to building and construction activity and exposed to various weather conditions that occur within the locality.

Date Approved: _____

- **Reports to:** Town Administrator
- **FLSA:** Exempt

This job description reflects management's assignment of essential functions; and nothing in this herein restricts management's right to assign or reassign duties and responsibilities to this job at any time.



THOMPSON'S STATION MUNICIPAL GOVERNMENT
Job Description

Job Title: Assistant Town Administrator/Project Manager

Position Summary: Under the general Supervision of the Town Administrator this professional position provides Capital and other project management for the Town to include preparation, coordination and completion of projects on time within budget and within scope. In addition, the position is responsible for research, development, application and implementation of grants for the Town.

Minimum Qualifications and Required Knowledge, Skills and Abilities:

Education: Graduation from an accredited College with a B.S. degree in Public Administration, Business Administration, Political Science, or relevant degree; Masters' Degree in Public Administration or comparable advanced degree preferred.

Requirements:

- Valid driver's license.
- Certified Public Manager (CPM), ICMA Credentialed Manager, Certified Municipal Finance Officer (CMFO), and/or Certified Project Manager (PMP) certification(s) desired,

Experience: 5+ years' experience in managing municipal financial, operational and process management, to include grant writing, grant application, project management of major development projects, and related high-level managerial activities;

Reports Directly to: Town Administrator
Review Responsibility: Town Administrator

Essential Duties and Tasks:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Project Management

- Plans, directs, coordinates, manages and drives construction or other projects forward.
- Delegates, supervises and assigns work to subordinates.

- Evaluates needs, vendors and request for proposals.
- Plans and directs implementation efforts.
- Assists in the selection and negotiation for consultant services.
- Coordinates and administers the work of project contractors and consultants; provides documentation of all project-related discussions and meetings.
- Monitors permit mandates, conditions and stipulations and ensures they are incorporated in the project design.
- Negotiates and resolves construction disputes and participates in construction claim defenses.
- Assists in the evaluation and negotiation of capital project change orders and draft change orders
- Collaborates with staff and management across the organization and with outside third parties to clearly identify, explain and communicate their project involvement, project goals, expectations, objectives, policies, priorities, and tasks.
- Develops, manages and ensures the scope of contract services.
- Conducts difficult policy, organizational, and fiscal-related analytical studies and reports.
- Seeks alternate funding for Town Projects through research and application for grants through Federal and State funding opportunities.
- Determines operational and capital financing needs.
- Develops strategies for long term financing
- Receives complaints, suggestions, or inquiries from citizens; investigates and responds as appropriate; coordinates with Mayor, Alderman, and Town Administrator.
- Represents the Town in community and civic groups to explain, confer, and obtain input related to Town programs, policies, and procedures.
- In conjunction with senior Town management and department heads, coordinates operational activities as needed to ensure coordination across all departments, continuous customer service, public safety, optimal use of available resources, avoidance of duplication, and compliance with applicable regulations; facilitates collaboration across departments.
- Identifies current or potential operating problems and coordinates resolution.
- Contributes to and facilitates development of revised or new operating policies and procedures.
- Conducts post project evaluation and identifying successful and unsuccessful elements.

Grant Management

Grant management duties will include grants writing; updating program guidelines; oversight of all grant contractual, fiscal, and program documentation, including site visits and monitoring; overseeing timely disbursement of grant funds; monitoring account balances; preparing and submitting any required reports; collecting and reviewing required program and financial reports; providing corrective action planning to other departments; and providing ongoing technical assistance to other departments. Also responsible for prioritizing projects to keep multiple projects moving in a timely manner, meet deadlines, and within budgetary constraints.

Other Essential Duties

Coordinates preparation and proposed scope of Town Capital and other projects. Project management responsibilities include the coordination and completion of projects on time within budget and within scope. Oversee all aspects of projects. Set deadlines, assign responsibilities and monitor and summarize progress of project. Prepare reports for Town Administrator and BOMA regarding status of project. Works directly with contractors to ensure deliverables fall within the applicable scope and budget. He or she will coordinate with other departments to ensure all aspects of each project are compatible with overall project scope and goals. Prepares estimates of project costs for competitive bidding and budgeting purposes. Attends and makes presentations at BOMA and other public meetings.

Coordinates activities with other Town departments and other public and private agencies. Represents the department and Town by attending meetings, public events, and speaking engagements; attends staff meetings; schedules and coordinates project meetings and appointments.

Knowledge, Skills and Abilities:

- Candidates must be self-motivated, detail oriented, highly-organized, and have experience using online databases and other sources to locate grant-related information.
- Candidates must possess an ability to work well under pressure and the ability to seek and synthesize information and communicate in a compelling and succinct form.
- Strong organizational, program planning, and analytical skills.
- Strong verbal and written communication skills.
- Proficiency with Microsoft Office Suite, and experience using database management systems.
- Candidates must be able to work independently, and in a team environment.
- Considerable knowledge of state and federal laws,
- Ability to act without direct supervision when need arises
- Ability to communicate effectively in oral and written forms.
- Ability to build and maintain cooperative and effective public relations with the residents, businesses, and visitors of the Town.
- Ability to establish and maintain effective working relationships with co-workers, supervisors, and other public officials.
- Maintain working knowledge of Town personnel policy.
- Ability to work in partnership with all segments of the community and the citizenry to fulfill the mission of the Town.

Physical Requirements and Work Environment:

The position requires sitting, standing, walking, reaching, twisting, bending, and crouching in the performance of daily duties. The position also requires the ability to lift, carry or move items up to 25 pounds. The Town Clerk may also be required to be available during emergency situations and may be required to work irregular or extended hours as necessary to complete Town business.

Employee Review:

I have read the above and understand that it is intended to describe the general content of and requirements for performing this job. It is not an exhaustive statement of duties, responsibilities or requirements. I understand that this description does not preclude my supervisor's authority to add or change duties or responsibilities and understand that the performance of other duties will be required from time to time in order to meet the Town's needs. I have been given a copy of this description.

Incumbent's Signature: _____ Date: _____

Date Approved: _____

Reports to: Town Administrator

FLSA: Exempt

This job description reflects management's assignment of essential functions; and nothing in this herein restricts management's right to assign or reassign duties and responsibilities to this job at any time.

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



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

DATE: April 3, 2019
TO: Board of Mayor and Aldermen
FROM: Wendy Deats, Town Planner
SUBJECT: HB&TS Request for an MTEMC easement for electricity within Preservation Park.

Request

Tom Puckett, General Manager with HB&TS is requesting approval of an easement with MTEMC in order to install electricity for the water tank project.

Parks Board Review

On April 2, 2019, the Park Board reviewed the request and is recommending approval of the easement for HB&TS.

Recommendation

The Parks and Recreation Advisory Board recommends that the Board of Mayor and Aldermen approve a resolution to enter into a 20-foot-wide easement with MTEMC for the purpose of installing electricity for HB&TS.

Attachments

Resolution 2019-010
MTEMC easement exhibit (provided by HB&TS)

Device Location # _____ Project Record # _____ WO # _____

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development _____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more)

_____ and/by _____

Print Name _____ Print Name _____
(unmarried) (husband and wife) or (Print Business Name) Town of Thompson's Station, Tennessee (business entity) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Middle Tennessee Electric Membership Corporation, a cooperative corporation hereinafter "Cooperative", whose address is Murfreesboro, Tennessee, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Tennessee, at
(911 address) 1600 Thompsons Station Rd W Thompson's Station TN 37179
house # Street/road name City State Zip

further described in County Tax Assessor's Tax Maps as

County Code _____ Map _____ Group _____ Parcel _____

which property may be further referenced as property of record in Deed Book 5982, Page 200, of the Register's Office of the above named county and may be further described according to Exhibit "1" attached hereto and incorporated herein by reference as if set forth herein at length verbatim, if attached, to install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system and/or any other service permitted by law, on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 10 feet of the center line (a total of 20') of said line or system, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by MTEMC (except those trees that appear on the MTEMC approved standard planting guide) which approval may be withheld by MTEMC in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system; to prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or transformer; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, other utility or commercial purposes, or for any other service permitted by law. The undersigned hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Cooperative's use of this Right of Way Easement as described herein.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

With respect to the planting or maintenance of any trees, shrubbery or other vegetation within ten feet (10') of the centerline (a total of 20') of said line or system, the undersigned must secure in advance the written approval of the cooperative which approval may be withheld by MTEMC in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system.

If any portion of the lines or system is placed underground, the right-of-way herein granted includes the right to install and maintain guy additions to overhead lines onto property of the undersigned.

The undersigned covenant that they are the owners of the above-described property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20 _____.

(Print Name) _____ (Legal Signature) _____

(Print Name) _____ (Legal Signature) _____

OR

(Print Business Name) Town of Thompson's Station, Tennessee

(Authorized Representative Print Name & Title) _____ (Legal Signature) _____

(ACKNOWLEDGMENT)

STATE OF TENNESSEE
COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

Witness my hand and official seal at _____, Tennessee, the day and year aforesaid.

Notary Public _____

My commission expires _____

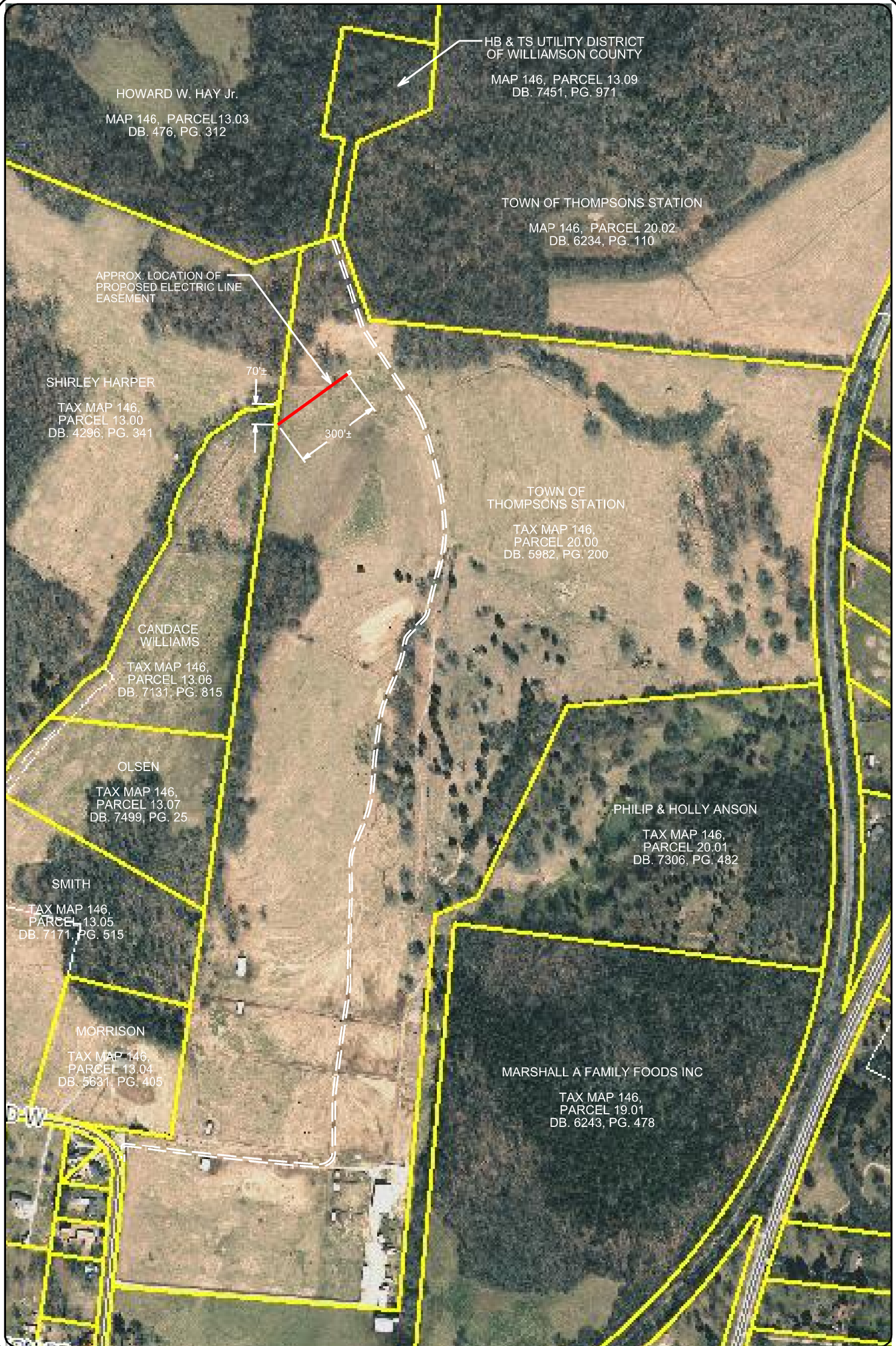
STATE OF TENNESSEE
COUNTY OF _____

On this _____ day of _____, 20 _____, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

Witness my hand and official seal at _____, Tennessee, the day and year aforesaid.

Notary Public _____

My commission expires _____



HOWARD W. HAY Jr.
 MAP 146, PARCEL 13.03
 DB. 476, PG. 312

HB & TS UTILITY DISTRICT
 OF WILLIAMSON COUNTY
 MAP 146, PARCEL 13.09
 DB. 7451, PG. 971

TOWN OF THOMPSONS STATION
 MAP 146, PARCEL 20.02
 DB. 6234, PG. 110

APPROX. LOCATION OF
 PROPOSED ELECTRIC LINE
 EASEMENT

SHIRLEY HARPER
 TAX MAP 146,
 PARCEL 13.00
 DB. 4296, PG. 341



TOWN OF THOMPSONS STATION
 TAX MAP 146,
 PARCEL 20.00
 DB. 5982, PG. 200

CANDACE WILLIAMS
 TAX MAP 146,
 PARCEL 13.06
 DB. 7131, PG. 815

OLSEN
 TAX MAP 146,
 PARCEL 13.07
 DB. 7499, PG. 25

PHILIP & HOLLY ANSON
 TAX MAP 146,
 PARCEL 20.01
 DB. 7306, PG. 482

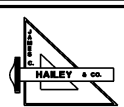
SMITH
 TAX MAP 146,
 PARCEL 13.05
 DB. 7171, PG. 515

MORRISON
 TAX MAP 146,
 PARCEL 13.04
 DB. 5631, PG. 405

MARSHALL A FAMILY FOODS INC
 TAX MAP 146,
 PARCEL 19.01
 DB. 6243, PG. 478

HB & TS UTILITY DISTRICT
 Williamson County, Tennessee

EASEMENT EXHIBIT
TOWN OF THOMPSON'S STATION
 TAX MAP 146, PARCEL 20.00
 W.C.R.D. BOOK NO.: 5982, PAGE No.: 200



JAMES C. HAILEY & COMPANY
 Consulting Engineers
 7518 HIGHWAY 70 S, SUITE 100
 NASHVILLE, TENNESSEE 37221

DESIGN	DRAWN	CHECKED	DATE	SCALE	PROJECT NO.
JCH	JAS	JCH	JULY 2018	1" = 400'	16121

April 2, 2019

Mayor Corey Napier
Town of Thompson's Station
1550 Thompson's Station Rd W
Thompson's Station, TN 37179

Re: Proposal to Evaluate Sewer Impact Fees

Dear Mayor Napier:

Thank you for this opportunity to provide professional services to the Town of Thompson's Station ("the Town"). As I understand, you would like for us to assist the Sewer Department in determining the fairness of the existing tap fees charged by the Town. We have performed similar services for many other of our utility clients and would appreciate assisting you with this service.

The procedures that will be employed by us for this project will be based on the M-1 Manual (*Principles of Water Rates, Fees and Charges*) as prescribed by the American Water Works Association. We will follow these industry prescribed analyses so as to support the recommended fees that we believe should be charged by the Town.

We believe that we can complete this service for a cost not to exceed \$8,500. We are allowing for two (2) meetings with management to review and discuss the results of the analysis. All reasonable travel and out-of-pocket expenses will be billed at cost. The above fees do not include travel time, which will be billed at one-half our standard billing rates and capped to 8 hours per person, per round trip. Should additional presentations or meetings be required, we reserve the right to estimate how much time and effort will be required and will offer such as a change order to meet the needs and desires of your management team.

Professional rules concerning auditor independence require that we confirm your overall responsibility for evaluating our nonaudit services, and a failure to confirm your management responsibility could affect our independence. Before we agree to provide a non-audit service to the Town, we must determine whether providing such a service would create a significant threat to our independence for audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed. You have designated Caryn Miller, Assistant Town Administrator, a senior member of management, to oversee our services, and you have indicated that they possess suitable skill, knowledge, and experience to understand the services to be performed sufficiently to oversee them. You have also agreed that they will assume all management responsibilities for subject matter and scope of the services under this arrangement letter. You have agreed to evaluate the adequacy and results of our services performed and you accept responsibility for the results and ultimate use of the services.

Auditing standards further require that we establish an understanding with the management (and those charged with governance) of the Town of the objectives of the nonaudit service, the services to be performed, the entity's acceptance of its responsibilities, our responsibilities, and any limitations of the nonaudit service. We believe this letter documents that understanding.

Please contact us if you have any questions related to the above proposal or if we can be of further assistance.

Please sign below and return to us to indicate your acknowledgment of, and agreement with, the arrangements for our services.

Sincerely,



James B. Marshall, III
Principal
Jackson Thornton Utilities Consultants



Sarah V. Chandler
Senior Manager
Jackson Thornton Utilities Consultants

Confirmed on behalf of the addressee:

Signature



Cash Balance Report As of March 31, 2019

	Feb 2019	Mar 2019
General Fund:		
Cash Available (Cash + AR - AP)	348,668	168,743
Money Market Investment Accounts	5,420,503	5,574,068
Total General Fund Cash	5,769,171	5,742,811
Less: Reserves	(1,029,414)	(1,494,295) equal to ~ 7mths expenses
Less: Developer Cash Bonds Held	(59,000)	(59,000)
Less: County Mixed Drink Tax Payable	-	-
Less: Debt Principal and Interest Payments Due within 12 Months	(304,795)	(304,795)
Less: Hall Tax Refund Owed to State	(208,653)	(205,153)
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(326,363)	(326,363)
Less: Capital Projects (Project Budget)		
Town Hall	(1,200,000)	(1,200,000)
Parks Improvements	(250,000)	(50,000)
Critz Lane Improvements	-	(500,000)
Office Renovations	(30,000)	(30,000)
Office Furniture/Upgrade	(30,000)	(30,000)
Thoroughfare	(96,000)	(96,000)
Cash Available - General Fund	2,234,946	1,447,205
Wastewater Fund:		
Cash Available (Cash + AR - AP)	217,919	208,563
Money Market Investment Accounts	4,060,427	4,113,208
Total Wastewater Fund Cash	4,278,346	4,321,771
Less: Reserves	(1,200,000)	(312,374) equal to ~ 4mths expenses
Less: Cell 1 - Repairs	(500,000)	(500,000)
Less: Debt Principal and Interest Payments Due within 12 Months	(121,433)	(121,433)
Less: Hood Development Prepaid System Dev. And Access Fees	(1,116,000)	(1,116,000)
Cash Available - Wastewater Fund	1,340,913	2,271,964

**Town of Thompson's Station
Debt Balances**

Debt	Org. Amt	Date	Term (yrs)	Rate	Balance 03/31/2019	Fund
First Farmers Bank	\$ 1,153,000	9/26/2013	10	2.85%	\$ 576,500	General Funds
First Tennessee Bank	\$ 1,550,000	3/2/2018	12	2.90%	\$ 1,420,000	General Funds
Franklin Synergy	\$ 1,000,000	5/13/2014	9	2.45%	\$ 462,963	Wastewater



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

Target Goal = 75%

	Mar YTD 2018	Budget	% of Budget	Budget Remaining	Comment
General Government Revenues:					
31111 Real Property Tax Revenue	245,591	270,000	91%	24,409	
31310 Interest & Penalty Revenue	1,147	-		(1,147)	
31610 Local Sales Tax - Trustee	684,559	900,000	76%	215,441	
31710 Wholesale Beer Tax	73,689	95,000	78%	21,311	
31720 Wholesale Liquor Tax	11,301	15,000	75%	3,699	
31810 Adequate School Facilities Tax	34,562	70,000	49%	35,438	
31900 CATV Franchise Fee Income	22,398	25,000	90%	2,602	
32000 Beer Permits	600	600	100%	-	
32200 Building Permits	324,761	300,000	108%	(24,761)	
32230 Submittal & Review Fees	3,807	20,000	19%	16,193	
32245 Miscellaneous Fees	1,545	2,000	77%	455	
32260 Business Tax Revenue	6,516	75,000	9%	68,484	
33320 TVA Payments in Lieu of Taxes	13,991	50,000	28%	36,009	
33510 Local Sales Tax - State	406,597	350,000	116%	(56,597)	
33520 State Income Tax	-	-		-	
33530 State Beer Tax	-	2,000	0%	2,000	
33535 Mixed Drink Tax	20,037	12,000	167%	(8,037)	
33552 State Streets & Trans. Revenue	6,267	8,000	78%	1,733	
33553 SSA - Motor Fuel Tax	69,260	80,000	87%	10,740	
33554 SSA - 1989 Gas Tax	10,918	12,000	91%	1,082	
33555 SSA - 3 Cent Gas Tax	20,230	20,000	101%	(230)	
33556 SSA - 2017 Gas Tax	25,722	20,000	129%	(5,722)	
36120 Interest Earned - Invest. Accts	24,354	20,000	122%	(4,354)	
37746 Parks Revenue	20,662	20,000	103%	(662)	
37747 Parks Deposit Return	(4,230)	(5,000)	85%	(770)	
37990 Other Revenue	7,525	10,000	75%	2,475	
Total general government revenue	2,031,809	2,371,600	86%	339,791	
Non-Operating Income:					
32300 Impact Fees	416,599	550,000	76%	133,401	
38000 Transfer from Reserves	-	5,812,000		5,812,000	
Total non-operating revenue	416,599	6,362,000		5,945,401	
Total revenue	2,448,408	8,733,600		6,285,192	



General Fund Expenditure Analysis as of
March 31, 2019

Target Goal = 75%

	Mar YTD 2019	Budget	% of Budget	Budget Remaining	Comment
General Government Expenditures:					
41110 Salaries	368,123	600,000	61%	231,877	
41141 FICA	22,976	37,200	62%	14,224	
41142 Medicare	5,373	8,700	62%	3,327	
41147 SUTA	1,714	2,400	71%	686	
41161 General Expenses	785	1,000	79%	215	
41211 Postage	316	1,000	32%	684	
41221 Printing, Forms & Photocopy	2,184	7,500	29%	5,316	
41231 Legal Notices	1,544	3,000	51%	1,456	
41235 Memberships & Subscriptions	2,458	4,000	61%	1,542	
41241 Utilities - Electricity	10,198	12,000	85%	1,803	
41242 Utilities - Water	1,688	2,500	68%	812	
41244 Utilities - Gas	1,153	2,000	58%	847	
41245 Telecommunications Expense	3,162	5,000	63%	1,838	
41252 Prof. Fees - Legal Fees	106,260	130,000	82%	23,740	
41253 Prof. Fees - Auditor	14,500	16,000	91%	1,500	
41254 Prof. Fees - Consulting Engineers	88,970	233,000	38%	144,030	
41259 Prof. Fees - Other	46,701	66,000	71%	19,299	
41264 Repairs & Maintenance - Vehicles	7,067	10,000	71%	2,933	
41265 Parks & Recreation Expense	36,301	68,000	53%	31,699	
41266 Repairs & Maintenance - Buildings	11,953	20,000	60%	8,047	
41268 Repairs & Maintenance - Roads	28,872	200,702	14%	171,830	
41269 SSA - Street Repair Expense	61,671	140,000	44%	78,329	
41270 Vehicle Fuel & Oil	12,874	17,500	74%	4,626	
41280 Travel	2,973	3,500	85%	527	
41285 Continuing Education	1,409	5,000	28%	3,591	
41289 Retirement	15,392	30,000	51%	14,608	
41291 Animal Control Services	7,355	7,500	98%	145	
41300 Economic Development	6,796	7,500	91%	704	
41311 Office Expense	28,383	100,000	28%	71,617	
41511 Insurance - Property	21,443	3,600	596%	(17,843)	
41512 Insurance - Workers Comp.	10,021	13,000	77%	2,979	
41513 Insurance - Liability	5,723	5,300	108%	(423)	
41514 Insurance - Medical	58,907	90,000	65%	31,093	
41515 Insurance - Auto	2,880	2,100	137%	(780)	
41516 Insurance - E & O	10,032	11,000	91%	968	
41551 Trustee Commission	6	5,500	0%	5,494	
41633 Interest Expense - Note Payable	1,050	2,000	53%	950	
41720 Donations	29	-	0%	(29)	
41800 Emergency Services	100,000	145,000	69%	45,000	
41899 Other Expenses	-	10,000	0%	10,000	
Total general government expenditures	1,109,244	2,028,502	55%	919,258	
General government change in net position	922,565	343,098		(579,467)	
Non-Operating Expenditures:					
41940 Capital Projects	478,523	2,553,254	19%	2,074,731	
41944 Captial Projects - Parks	25,439	-		(25,439)	
49030 Capital Outlay Note Payment	159,469	312,000		152,531	
Total non-operating expenditures	663,431	2,865,254		2,201,823	
Non-operating change in net position	(246,832)	3,496,746		3,743,578	
Total expenditures	1,772,675	4,893,756		3,121,081	
Change in Net Position	675,733	3,839,844		3,164,111	



General Fund Revenue Analysis as of March 31, 2019

	Feb 2019	Mar 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
General Government Revenues:							
31111 Real Property Tax Revenue	167,119	205,398	38,279	27,288	22,500	(4,788)	
31310 Interest & Penalty Revenue	329	800	471	127	-	(127)	
31610 Local Sales Tax - Trustee	152,697	76,649	(76,048)	76,062	75,000	(1,062)	
31710 Wholesale Beer Tax	6,261	5,736	(525)	8,188	7,917	(271)	
31720 Wholesale Liquor Tax	1,472	1,297	(175)	1,256	1,250	(6)	
31810 Adequate School Facilities Tax	1,812	3,763	1,951	3,840	5,833	1,993	
31900 CATV Franchise Fee Income	3,160	-	(3,160)	2,489	2,083	(405)	
32000 Beer Permits	-	-	-	67	50	(17)	
32200 Building Permits	18,402	26,311	7,909	36,085	25,000	(11,085)	
32230 Submittal & Review Fees	200	425	225	423	1,667	1,244	
32242 Miscellaneous Fees	300	-	(300)	172	167	(5)	
32260 Business Tax Revenue	177	253	76	724	6,250	5,526	
33320 TVA Payments in Lieu of Taxes	-	-	-	1,555	4,167	2,612	
33510 Local Sales Tax - State	43,065	30,833	(12,232)	45,177	29,167	(16,011)	
33520 State Income Tax	-	-	-	-	-	-	
33530 State Beer Tax	-	-	-	-	167	167	
33535 Mixed Drink Tax	2,681	2,124	(557)	2,226	1,000	(1,226)	
33552 State Streets & Trans. Revenue	782	782	-	696	667	(30)	
33553 SSA - Motor Fuel Tax	7,692	6,778	(914)	7,696	6,667	(1,029)	
33554 SSA - 1989 Gas Tax	1,213	1,087	(126)	1,213	1,000	(213)	
33555 SSA - 3 Cent Gas Tax	2,248	2,015	(233)	2,248	1,667	(581)	
33556 SSA - 2017 Gas Tax	3,070	2,707	(363)	2,858	1,667	(1,191)	
36120 Interest Earned - Invest. Accts	2,631	2,766	135	2,706	1,667	(1,039)	
37746 Parks Revenue	1,720	1,791	71	2,296	1,667	(629)	
37747 Parks Deposit Return	(300)	-	300	(470)	(417)	53	
37990 Other Revenue	1,075	825	(250)	836	833	(3)	
Total general government revenue	417,806	372,340	(45,466)	225,757	197,633	(28,123)	
Non-Operating Income:							
32300 Impact Fees	25,484	40,196	14,712	46,289	45,833	(455)	
38000 Transfer from Reserves	-	-	-	-	484,333	484,333	
39995 Capital Outlay Note Proceeds	-	-	-	-	-	-	
Total non-operating revenue	25,484	40,196	14,712	46,289	530,167	483,878	
Total revenue	443,290	412,536	(30,754)	272,045	727,800	455,755	



**General Fund Expenditure Analysis as of
March 31, 2019**

	Feb 2019	Mar 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
General Government Expenditures:							
41110 Salaries	38,414	53,765	15,351	40,903	50,000	9,097	three pay periods
41141 FICA	2,382	3,333	951	2,553	3,100	547	
41142 Medicare	557	780	223	597	725	128	
41147 SUTA	465	52	(413)	190	200	10	
41161 General Expenses	-	-	-	87	83	(4)	
41211 Postage	-	-	-	35	83	48	
41221 Printing, Forms & Photocopy	273	-	(273)	243	625	382	
41231 Legal Notices	336	271	(65)	172	250	78	
41235 Memberships & Subscriptions	250	185	(65)	273	333	60	
41241 Utilities - Electricity	1,219	1,227	8	1,133	1,000	(133)	
41242 Utilities - Water	312	256	(56)	188	208	21	
41244 Utilities - Gas	256	168	(88)	128	167	39	
41245 Telecommunications Expense	355	355	-	351	417	65	
41252 Prof. Fees - Legal Fees	8,180	10,300	2,120	11,807	10,833	(973)	
41253 Prof. Fees - Auditor	-	-	-	1,611	1,333	(278)	
41254 Prof. Fees - Consulting Engineers	-	20,034	20,034	9,886	19,417	9,531	
41259 Prof. Fees - Other	3,701	6,495	2,794	5,189	5,500	311	
41264 Repairs & Maintenance - Vehicles	85	924	839	785	833	48	
41265 Parks & Recreation Expense	1,433	500	(933)	4,033	5,667	1,633	
41266 Repairs & Maintenance - Buildings	1,260	231	(1,029)	1,328	1,667	339	
41268 Repairs & Maintenance - Roads	420	1,518	1,098	3,208	16,725	13,517	
41269 SSA - Street Repair Expense	750	12,315	11,565	6,852	11,667	4,814	
41270 Vehicle Fuel & Oil	608	488	(120)	1,430	1,458	28	
41280 Travel	-	1,420	1,420	330	292	(39)	TA travel reimbursement
41285 Continuing Education	-	185	185	157	417	260	
41289 Retirement	1,486	2,241	755	1,710	2,500	790	
41291 Animal Control Services	-	-	-	817	625	(192)	
41300 Economic Development	-	-	-	755	625	(130)	
41311 Office Expense	6,876	4,122	(2,754)	3,154	8,333	5,180	
41511 Insurance - Property	-	-	-	2,383	300	(2,083)	
41512 Insurance - Workers Comp.	-	-	-	1,113	1,083	(30)	
41513 Insurance - Liability	-	-	-	636	442	(194)	
41514 Insurance - Medical	7,719	5,885	(1,834)	6,545	7,500	955	
41515 Insurance - Auto	-	-	-	320	175	(145)	
41516 Insurance - E & O	-	-	-	1,115	917	(198)	
41551 Trustee Commission	-	-	-	1	458	458	
41633 Interest Expense - Note Payable	-	-	-	117	167	50	
41691 Bank Charges	-	-	-	-	167	167	
41720 Donations	-	-	-	3	-	(3)	
41800 Emergency Services	-	-	-	11,111	12,083	972	
41899 Other Expenses	690	-	(690)	-	833	833	
Total general government expenditures	78,027	127,050	49,023	123,249	169,209	45,959	
Non-Operating Expenditures:							
41940 Capital Projects	24,250	3,367	(20,883)	53,169	212,771	159,602	
41943 Acquisition of Public Use Prop.	-	-	-	-	-	-	
41944 Capital Projects - Parks	1,034	13,542	12,508	2,827	-	(2,827)	
48000 Transfer to Reserves	-	-	-	-	-	-	
49030 Capital Outlay Note Payment	-	8,215	8,215	17,719	26,000	8,281	
Total non-operating expenditures	25,284	25,124	(160)	73,715	238,771	165,057	
Total expenditures	103,311	152,174	48,863	196,964	407,980	211,016	



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

	Mar YTD 2019	Budget	% of Budget	Budget Remaining	Comment
Revenues:					
3100 Wastewater Treatment Fees	805,484	925,000	87%	119,516	
3101 Septage Disposal Fees	5,600	10,000	56%	4,400	
3105 Late Payment Penalty	22,378	-		(22,378)	
3109 Uncollectible Accounts	-	(5,000)		(5,000)	
3500 Other Income	310	-		(310)	
Transfer from Fund Balance	-	504,506		504,506	
Total Revenues	833,772	1,434,506	58%	600,734	

Operating Expenses:

Target Goal = 75%

Supply and Operations:

4010 Payroll Expense	91,445	170,000	54%	78,555	
4210 Permits & Fees Expense	4,828	7,500	64%	2,672	
4220 Laboratory Water Testing	2,579	5,000	52%	2,421	
4230 Supplies Expense	968	5,000	19%	4,032	
4240 Repairs & Maint. Expense	44,213	65,000	68%	20,787	
4250 Postage, Freight & Express Chgs	6,385	8,000	80%	1,615	
4280 Billing Charges	3,901	12,000	33%	8,099	
4310 Utilities - Electric	55,314	90,000	61%	34,686	
4320 Utilities - Water	2,000	5,000	40%	3,000	
4350 Telecommunications	2,069	2,500	83%	431	
4390 Insurance Expense	-	21,000	0%	21,000	
4395 Insurance - Employee Medical	5,655	20,000	28%	14,345	
4400 Prof. Fees-Consulting Engineers	126,306	315,000	40%	188,694	
4420 Prof. Fees - Auditor	-	2,000	0%	2,000	
4490 Prof. Fees - Other	121,706	121,706	100%	0	
4710 Payroll Taxes - FICA	5,277	10,000	53%	4,723	
4720 Payroll Taxes - Medicare	1,168	2,200	53%	1,032	
4730 Payroll Taxes - SUTA	182	3,600	5%	3,418	
4789 Employee Retirement Expense	4,332	7,500	58%	3,168	
4800 Bank Charges	1,099	500	220%	(599)	
4900 Other Expense	-	1,000	0%	1,000	
Total Supply and Operations	479,427	874,506	55%	395,079	

Depreciation

4990 Depreciation Expense	270,000	360,000	75%	90,000	
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Total Operating Expenses	749,427	1,234,506	61%	485,079	
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Operating result	84,345	200,000		115,655	
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Non-Operating Income (Expense):

3300 Tap Fees	335,126	550,000	61%	214,874	
3902 Interest Income - Invest Accts	12,180	5,000	244%	(7,180)	
4100 Capital Expenditures	(14,125)	(500,000)	3%	(485,875)	CSX - line under
4994 Interest Expense	(9,469)	(13,000)	73%	(3,531)	
Total non-operating income	323,712	42,000	771%	(281,712)	

Change in Net Position	408,057	242,000	169%	(166,057)	
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**Wastewater Fund Revenue and Expense Analysis as
of March 31, 2019**

	Feb 2019	Mar 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
Revenues:							
3100 Wastewater Treatment Fees	88,734	84,835	(3,900)	89,498	77,083	(12,415)	Feb: 28 Mar: 28
3101 Septage Disposal Fees	900	900	-	622	833	211	
3105 Late Payment Penalty	3,962	2,411	(1,551)	2,486	-	(2,486)	
3109 Uncollectible Accounts	-	-	-	-	(417)	(417)	
3500 Other Income	-	-	-	34	-	(34)	
4009 Returned Check Charges	125	95	(30)	-	42,042	42,042	
Total revenues	93,721	88,241	(5,480)	92,641	119,542	26,901	
Operating Expenses:							
Supply and Operations:							
4010 Payroll Expense	9,061	13,592	4,531	10,161	14,167	4,006	three pay periods
4210 Permits & Fees Expense	-	-	-	536	625	89	
4220 Laboratory Water Testing	163	163	(1)	287	417	130	
4230 Supplies Expense	-	-	-	108	417	309	
4240 Repairs & Maint. Expense	10,000	846	(9,154)	4,913	5,417	504	
4250 Postage, Freight & Express Chgs	456	1,204	748	709	667	(43)	
4280 Billing Charges	-	894	894	433	1,000	567	
4310 Utilities - Electric	6,816	6,801	(15)	6,146	7,500	1,354	
4320 Utilities - Water	-	581	581	222	417	194	
4330 Telecommunications	165	155	(10)	230	208	(22)	
4390 Insurance Expense	-	-	-	-	1,750	1,750	
4395 Insurance - Employee Medical	1,457	1,457	-	628	1,667	1,038	
4400 Prof. Fees-Consulting Engineers	2,475	9,062	6,587	14,034	26,250	12,216	
4420 Prof. Fees - Auditor	-	-	-	-	167	167	
4490 Prof. Fees - Other	-	-	-	13,523	10,142	(3,381)	
4710 Payroll Taxes - FICA	562	843	281	586	833	247	
4720 Payroll Taxes - Medicare	131	197	66	130	183	54	
4730 Payroll Taxes - SUTA	-	32	32	20	300	280	
4789 Employee Retirement Expense	453	680	395	481	625	144	
4800 Bank Charges	30	527	497	122	42	(80)	
4900 Other Expense	-	-	-	-	83	83	
Total supply and operations	31,769	37,033	5,432	53,270	72,876	19,606	
Depreciation							
4990 Depreciation Expense	30,000	30,000	-	33,750	30,000	33,750	
Total operating expenses	61,769	67,033	5,432	87,020	102,876	15,856	
Operating result	31,952	21,208	(10,912)	5,622	16,667	11,045	
Non-Operating Income (Expense):							
3300 Tap Fees	20,000	35,000	15,000	41,891	45,833	3,943	
3902 Interest Income - Invest Accts	1,491	1,291	(200)	1,523	417	(1,106)	
4100 Capital Expenditures	-	14,125	14,125	(1,766)	(41,667)	(39,901)	
4994 Interest Expense	1,016	900	(116)	(1,184)	(1,083)	100	
Total non-operating income	22,507	51,316	28,809	40,464	3,500	(36,964)	
Change in Net Position	54,459	72,524	17,897	46,086	20,167	(25,919)	



Steve Banks <sbanks@thompsons-station.com>

RE: TS Land Purchase

1 message

Jennifer Manternach <Jennifer.Manternach@crosslinpc.com>

Mon, Apr 1, 2019 at 2:38 PM

To: "bdilks@thompsons-station.com" <bdilks@thompsons-station.com>

Cc: Erica Saeger <erica.saeger@crosslinpc.com>, Steve Banks <sbanks@thompsons-station.com>, "salexander@thompsons-station.com" <salexander@thompsons-station.com>, "bstover@thompsons-station.com" <bstover@thompsons-station.com>, "cnapier@thompsons-station.com" <cnapier@thompsons-station.com>, "bbell@thompsons-station.com" <bbell@thompsons-station.com>

Alderman Dilks,

Thanks for your email and follow up question.

As you stated in your email, the land of \$480,000 and prepaid tap fees of \$1,116,000 are recorded in the wastewater fund. There is no obligation recorded in the financials for the 293 taps discussed in 3(e). 3(e) refers to Exhibit E (in the executed version of the contract) Agreement between the Town of Thompson's Station and TS Basin Builders dated May 24, 2006, which I have attached for your reference.

In fiscal year 2016, a question was raised regarding the same agreement for guaranteed capacity of taps related to the contribution of the wastewater treatment plant, and if there should be a liability recorded for the tap agreement. We had reached out to GASB's top technical advisor for guidance, and determined there was no further performance obligation by the Town and therefore no need to record a liability for the taps. The sale agreement for the Alexander and Hill properties do not include additional performance obligations on the part of the Town in relation to Exhibit E, so there is no liability on the books as of June 30, 2018 for the 293 taps. If there is an additional obligation on the part of the town in the future, a liability may need to be recorded. I attached the email sent by Dan Miller, the audit partner on the Town's audit in FY2016 and FY2017, for your reference.

Based on this information, we concluded at the time of issuance of our report and still feel the financial statements are correct. We are happy to discuss further or answer any other questions you may have.

Thanks again.

Jennifer



Jennifer Manternach, CPA | Principal

Crosslin Certified Public Accountants

[3803 Bedford Avenue, Suite 103](#)

Nashville, Tennessee 37215

615-320-5500 | www.crosslinpc.com

C: 615-944-6155 | F: 615-329-9465

From: Ben Dilks <bdilks@thompsons-station.com>
Sent: Tuesday, February 19, 2019 12:39 PM
To: Jennifer Manternach <Jennifer.Manternach@crosslinpc.com>
Subject: Fwd: TS Land Purchase

Sorry Jennifer. Please see below. I initially typed your email address incorrectly.

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

From: Ben Dilks <bdilks@thompsons-station.com>
Date: Tue, Feb 19, 2019 at 12:37 PM
Subject: TS Land Purchase
To: <erica.saeger@crosslinpc.com>, <jennifer.manternach@crosslinpcpa.com>
Cc: Steve Banks <sbanks@thompsons-station.com>, Shaun Alexander <salexander@thompsons-station.com>, Brian Stover <bstover@thompsons-station.com>, Corey Napier <cnapier@thompsons-station.com>, Brandon Bell <bbell@thompsons-station.com>

Erica and Jennifer,

Thanks for answering my questions at the BOMA meeting last week. I promised you some follow-up documentation related to some of the concerns I raised. I'll be sending those documents to you as I gather them. In general, I am looking for you to either agree or disagree that the financials are stated incorrectly. If you agree, I would like you to provide a memo detailing what corrections need to be made, the impacts, and the timing. If you disagree, I'll also need you to please document your reasons in a memo that thoroughly explains the circumstances and applicable accounting standards. Since management (myself included) is responsible for the accuracy of financial reporting, these memos are necessary to document the issues being raised and their resolution.

The first item I've attached is the land purchase agreement with Encompass. You will notice in section 3(e) that the purchase is contingent on the BOMA approving the use of 293 previously unusable taps for the expansion of the Canterbury subdivision. This equates to \$1,054,800 in non-cash consideration granted to the seller. In section 3(g) you'll notice reference to \$1,116,000 paid by the seller as prepayment for guaranteeing another 310 taps. This amount appears to have been recorded on the WW balance sheet as a deferred cash flow. My main question is, if the WW fund paid \$480,000 cash + guaranteed the use of 293 taps + guaranteed and accepted prepayment for an additional 310 taps, why did the WW fund only receive land worth \$480,000 in return for \$2,650,800 in cash and non-cash considerations?

--

Ben Dilks

Alderman - Thompson's Station, TN

bdilks@thompsons-station.com

615-719-2964

--

Ben Dilks


Alderman - Thompson's Station, TN

bdilks@thompsons-station.com

615-719-2964

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.

2 attachments

 **Exhibit E Tap Agreement TS Basin Builders.pdf**
423K

 **Tap Fee Question.pdf**
36K

**AGREEMENT BETWEEN THE TOWN OF
THOMPSON'S STATION, TENNESSEE AND TS BASIN BUILDERS, LLC**

THIS AGREEMENT made and entered into on this the 24th day of May, 2006, by and between the Town of Thompson's Station, Tennessee, a municipal corporation, hereinafter referred to as "Town" and TS Basin Builders, LLC, a Tennessee Limited Liability Company and owner of certain facilities and real property described herein below, hereinafter referred to as "Owner", acknowledging, stating and agreeing as follows:

RECITALS

WHEREAS, it is recognized that Owner is the owner of the real property, together with adequate rights of ingress, egress and easement areas to the wastewater treatment facilities, which is more particularly described on Exhibit "A" hereto, the plat drawing of the tract of land owned by Owner, and identified on the legal description attached hereto as Exhibit "B", hereinafter, the "Property" and

WHEREAS, construction of the wastewater treatment facility has been undertaken by Owner upon the Property at the expense of Owner; and

WHEREAS, upon conveyance of the facilities by Owner to the Town will result in the Town having capacity to serve other properties located in the Town; and

WHEREAS, the Town recognizes the contributions, energies and efforts of Owner have resulted in an approvable system for the Town for which Owner is entitled to be compensated by guarantee of capacity in the treatment facilities transferred to the Town; and

WHEREAS, this Agreement is made and entered into to fully set forth the rights and obligations of the parties.

NOW, THEREFORE, in consideration of the recitals above which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to commit the facilities for municipal utility purposes, the Town and Owner do hereby agree as follows:

DEFINITIONS

The following definitions shall be applicable to this Agreement:

1. "Guarantee of Capacity" shall mean the irrevocable reservation or creation by Town of treatment capacity in the facilities transferred to Town utilizing an EDU factor of 350 gallons per day.
2. "EDU" is the TDEC approved design standard factor known as equivalent dwelling unit whereby a single-family residence is deemed to utilize 350 gallons per day of wastewater for treatment.
3. "Owner" is TS Basin Builders, LLC, a Tennessee Limited Liability Company.
4. "Facility" or "facilities" shall mean the wastewater treatment plant site, lagoons, easements thereto, ingress and egress rights, all mains, force mains, underground lines, utilities thereto, underground lines, utilities thereto, appurtenances and structures that collectively result in a functional wastewater treatment system.

[Handwritten signature]

5. "Permit" shall mean State Operating Permit No. SOP-04058 issued by TDEC to the Town with authority to treat five hundred thousand (500,000) gallons per day of wastewater.
6. "Property," approximately thirty three (33) acres more or less, together with all easements thereto, including utility easements, rights of ingress and egress thereto, two treatment lagoons, equipment and equipments housing and area sufficient for construction by Town of a third lagoon as more accurately set forth on Exhibits "A" and "B" hereto.
7. "TDEC" is the Tennessee Department of Environment & Conservation, Division of Water Pollution Control.
8. "Site Plan Approval" is approval of a site development plan by the Town of Thompson's Station Municipal Planning Commission.
9. "Cost" is determined by dividing the actual cost, as affirmed by Owner and verified by Town, of the facility, by the constructed treatment capacity in EDUs.
10. "Town" is the Town of Thompson's Station, Tennessee, a municipal corporation.

TERMS OF THE AGREEMENT

1. Owner at its expense shall complete the facilities according to all requisite plans, specifications and TDEC approvals so as to become functionally operational. Owner shall perform so as to meet all necessary inspections so as to be in accordance with the Town's ordinances and resolutions. Upon completion, Owner shall at its expense certify to the Town by a licensed professional engineer that construction has been fully completed and in compliance with all of the foregoing standards.
2. Owner is here and now guaranteed capacity to serve the following developments, to wit Tollgate Village (not to exceed nine hundred forty three (943) EDUs), The Fields at Canterbury (not to exceed one thousand one hundred nine (1,109) EDUs), and Bridgmore Village (not to exceed four hundred ninety (490) EDUs). The owner shall also be guaranteed three hundred eighty five (385) EDUs for an, as yet, unidentified project. A project or projects utilizing at least two hundred eighty eight (288) EDUs, or seventy five percent (75%) of this capacity, must obtain site plan approval within three years of the execution of this agreement and a project or projects utilizing the remaining ninety six (96) EDUs must obtain site plan approval within five years of the execution of this agreement. Owner's failure to obtain said approval shall allow Town to purchase of said capacity from owner at cost.
3. Upon full performance and certification that the facility is or can be operational, the performance letter of credit will be released and replaced by a written warranty

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insurable by a bond or insurance policy of not less than two million (\$2,000,000) and assignment of all component warranty rights from Owner agreeing to repair or replace any failure of the facilities, or any part thereof, at Owner's expense for a period of one (1) year. If Owner has not completed the system within 90 days of the date of execution of this Agreement then deed to the facility and property will be held in escrow and monies set forth in item 8 herein. The detailed escrow agreement shall then be mutually agreed upon.

4. The Town will operate the facilities as a municipal utility in accordance with all regulatory standards for the benefit of the Town and facility users.
5. The guarantee of capacity made by virtue of this agreement unto Owner shall lapse fifteen (15) years from the date the facilities are certified to be operational. In the event Owner has not utilized all of its allocation of capacity, upon lapse, the capacity shall revert to the Town.
6. Upon completion of construction, Owner shall execute and place for record in the Register of Deeds office a notice of completion pursuant to Tennessee Code Annotated 66-11-143 setting forth that the Town shall be the party entitled to benefit thereunder.
7. Town agrees to pay Owner for the capacity guaranteed to Hood Development LLC and Bridgemore Development Group LLC. The amount of the payment is to be calculated by multiplying the estimated total cost of the system by 54.7%, which is agreed to be the portion of the capacity guaranteed to those developments. The final cost of the facility is to be determined upon completion and affirmed by owner. Payment for the unused portion of the facility shall be made at the time of conveyance of the system to the Town. Owner acknowledges that receipt of payment for that 54.7% portion of the capacity is conditioned upon receipt by the Town, of payment from Hood Development LLC for 1109 EDUs of wastewater treatment capacity and Bridgemore Development Group, LLC for 490 EDU's of wastewater treatment capacity.
8. Owner, at time of conveyance shall pay to the Town \$300,000 to assist in the costs of beginning operations and shall have no further obligation regarding operational costs of the system.
9. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of Tennessee and the Chancery or Circuit Court of Williamson County, Tennessee shall have exclusive jurisdiction and venue to enforce any of the terms and conditions and rights and obligations of this Agreement.
10. Either party to this Agreement shall have the right to seek enforcement, including, but not limited to, specific performance and damages arising under a breach or default of this Agreement. In the event of such action, the successful party shall be entitled to

RCB

recover all costs incident to enforcing this Agreement, including, but not limited to, court costs and reasonable attorney's fees.

11. The terms, conditions, rights and obligations set forth in this Agreement shall be amended only by an agreement in writing between the parties.
12. In the event one or more of the provisions of this agreement shall be determined to be unenforceable, said determination shall not affect the validity of the remaining terms, conditions, rights and obligations set forth herein.

WITNESS the hands of the duly authorized parties in duplicate on the day and date first above written.

TOWN OF THOMPSON'S STATION, TENNESSEE

BY: 
CHERRY JACKSON, MAYOR

TS BASIN BUILDERS, LLC (Owner)

BY: 
LEON C. HERON, JR., CHIEF MANAGER

SIGNED

AGREEMENT FOR ASSIGNMENT AND GUARANTEE OF SEWER CAPACITY

This agreement is between Hood Development LLC ("Developer") the Town of Thompson's Station, Tennessee ("Town") and TS Basin Builders, LLC ("Owner") to convey and allocate sanitary sewer capacity to Developer per the agreement between Owner and the Town.

WHEREAS, Developer is developing a residential subdivision known as the Fields of Canterbury ("Canterbury") which has 1,109 lots ("EDU's").

WHEREAS, the Town has entered into an agreement (the "Sewer Agreement") dated May 24, 2006 with the Owner to build a Waste Water Sewer Plant ("WWTP") which will service Canterbury and this system is now complete.

WHEREAS, the Town agrees to provide 1,109 EDUs of capacity in the WWTP for the Developer's use in Canterbury. This reservation was originally contemplated and provided for in the Sewer Agreement between the Owner and the City for the construction of the WWTP.

WHEREAS, the cost that the Developer has agreed to pay for the 1,109 EDU's is \$2,425 per EDU. Furthermore the Developer agrees to prepay this amount which shall represent full payment for capacity, access and use of the WWTP relative to the Developer's use of the same in Canterbury.

Definitions

1. "Sewer Agreement" shall mean the agreement between the Town of Thompson's Station, Tennessee and TS Basin Builders, LLC dated May 24, 2006.
 2. "Guarantee of Capacity" shall mean the irrevocable reservation or creation by Town of treatment capacity in the facilities transferred to Town utilizing an EDU factor of 350 gallons per day.
 3. "Owner" is TS Basin Builders, LLC, a Tennessee Limited Liability Company.
 4. "Facility" or "WWTP" shall mean the wastewater treatment plant site, lagoons, easements thereto; ingress and egress rights, all mains, force mains, underground lines, utilities thereto, underground lines, utilities thereto, appurtenances and structures that collectively result in a functional wastewater treatment system, all as described in the Sewer Agreement.
 5. "TDEC" is the Tennessee Department of Environment & Conservation, Division of Water Pollution Control.
 6. "Cost" is determined by dividing the actual cost of the facility by the constructed treatment capacity in EDUs.
 7. "Town" is the Town of Thompson's Station, Tennessee, a municipal corporation.
- THEREFORE, the Developer, Town and Owner agree to the following:

1. The Developer agrees to pay \$2,425 per EDU for a total of \$2,689,325 to the Town. Such funds shall be held in escrow by the Town until such time that the sewer system is deeded and conveyed to the Town, with capacity sufficient to satisfy the obligations to the Developer pursuant to paragraph 2 below. The payment shall be the total sewer fee required for the 1,109 EDU's for The Fields of Canterbury. In no event shall any additional amounts be due and owing by the Developer, any builder or any other party for the rights described in paragraph 2 below, exclusive of effluent irrigation disposal costs and/or fees.

2. The Town and Owner do hereby assign, convey and allocate capacity rights under the Sewer Agreement to provide immediate guaranteed capacity of 1,109 EDU's in the WWTP to the Developer for use in Canterbury. The Town and Owner acknowledge and agree that such rights may be assigned, in whole or in part, by Developer to any other person or entity acquiring all or a part of the Canterbury development property. Developer shall give notice to the Town of any such assignment. The foregoing rights are irrevocably vested in Developer, shall not be adversely affected by any future action of Owner and may be specifically enforced by Developer against Town.

3. The Town agrees to and does hereby provide a Guarantee of Capacity for 1,109 EDU's that have been assigned and allocated to the Developer for use in Canterbury pursuant to paragraph 2 above. The guarantee of capacity stated herein shall lapse fifteen (15) years from the date of this Agreement. In the event that Developer has not utilized all of its allocation of capacity, upon lapse, the unused capacity shall continue to be owned by the developer, but shall no longer be guaranteed by the Town. It is understood that the Developer of Canterbury and Bridgemore are each designing and constructing an onsite pump station sized for their development and a sewer force main running parallel and adjoining Critz Lane to access the WWTP.

4. If the Board of Mayor and Alderman determine to inspect the financial records of TS Basin Builders, LLC for the actual costs of construction of the WWTP and it is determined that the cost of the WWTP is less than stated, then a proportionate refund shall be due the Developer. In the event that TS Basin Builders, LLC is dissolved prior to the completion of the inspection and cost are agreed, any refund shall be paid to the Developer from the individual entities that made up TS Basin Builders, LLC.

THIS AGREEMENT IS EXECUTED ON THIS 20th DAY OF November, 2006.

The Town of Thompson's Station, Tennessee Hood Development, LLC

Cherry Jackson
By: Cherry Jackson, Mayor

[Signature]
By: Hood Development LLC by Scott Sabin

TS BASIN BUILDERS, LLC (Owner)

[Signature]
By: Leon Heron C. Heron, Jr., Chief Manager
LCH

From: [Dan Miller](#)
To: [Tammy Womack](#); ["Joe Cosentini"](#)
Cc: [Erica Saeger](#)
Subject: Tap Fee Question
Date: Monday, August 14, 2017 11:01:29 AM

Good Morning Tammy and Joe –

As we discussed last week, we heard back from Ken Sherman at the GASB regarding the tap fee question. Mr. Sherman indicated that he had taken the question all the way up to David Bean, GASB's top technical advisor. They indicated that the answer to the question revolves around whether the Town has any remaining performance obligation regarding the taps.

In the end, the GASB indicated that recognition of the contributed capital revenue at the time the wastewater treatment facility was donated is the acceptable approach. There would be no offsetting liability relating to the taps yet to be used as those taps can be used at the discretion of the developer. The Town does not have to do anything more to meet the performance obligation under the agreement. The rights to the taps has been provided to the developer. The developer just has to exercise the right. The exchange of the rights to the taps and the wastewater facility occurred when the wastewater facility was donated to the Town.

The GASB agreed that it would be appropriate to disclose the terms of the agreement and related taps used / unused in the notes to the financial statements. Therefore, the readers of the financial statements will be aware of the agreement and its terms and conditions.

Please let me know if you need additional information or if there is anything else we can do for Thompson's Station.

Thank you,
Dan

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.

CONTRACT FOR SALE

THIS CONTRACT made and entered into this ____ day of _____, 2018, by and between Encompass Land Group, LLC, a Tennessee limited liability company, hereinafter referred to as "Seller," and the Town of Thompson's Station, Tennessee, a municipal corporation, hereinafter referred to as "Purchaser."

WITNESSETH, THAT:

WHEREAS, Seller has a contract to purchase two parcels which are identified as follows: 1) Approximately 165 Acres (Williamson County Tax Map/Parcel 132 - 6.09), of which the Seller will sell to Purchaser approximately 105 Acres of the real property, hereinafter referred to as Alexander Property, the legal description of which shall be determined by survey as hereinafter provided; and 2) Map/Parcels 131 - 007.00 and 131 - 007.01, which is approximately 290 acres, of which Seller will sell to Purchaser approximately 65.12 acres, hereinafter referred to as Hill Property (Alexander property and Hill Property shall be referred to as "Property"), the legal description of which shall be determined by survey as hereinafter provided (together with all improvements thereon and all of Seller's right, title and interest in adjoining roadways, rights-of-way, easements and appurtenances thereto, hereinafter referred to as the "Property"); and

WHEREAS, Purchaser is desirous of acquiring the Property and Seller is desirous of selling the Property to Purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and conditions herein contained, the parties agree as follows:

1. **Sale:** For the consideration hereinafter set forth, upon all the terms, provisions and conditions and at the times herein contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

2. **Purchase Price:** Purchaser shall pay to Seller as the purchase price Two Million Six Hundred Twenty-Five Thousand and No/Dollars (\$2,625,000.00) for the Alexander Property and Four Hundred Eighty Thousand and No/Dollars (\$480,000.00) for the Hill Property, which the total Purchase Price shall be Three Million Fifteen Thousand Seven Hundred Twenty and No/Dollars (\$3,105,000.00) (the "Purchase Price") and shall be payable as follows:

(i) Purchaser shall within five (5) business days after the "Acceptance Date" (as hereinafter defined), deposit One Hundred Thousand and No/Dollars (\$100,000.00) with Stewart Title Company, 121 First Avenue South, Suite 200, Franklin, TN 37064 (the "Escrow Agent"), as and for an earnest money deposit hereunder, which said sum shall be applied to the Purchase Price upon closing or shall be retained by Seller as liquidated damages and in lieu of all other remedies at law or in equity in the event Purchaser fails to close as provided in Paragraph 11 hereof. Purchaser has previously paid Seller Ten Thousand Dollars (\$10,000.00) as consideration for a Memorandum of Understanding related to this transaction and upon the execution of this agreement this \$10,000 shall be converted to earnest money to be held and disbursed as provided herein and applied to the Purchase Price at closing. All interest earned on the earnest money while held by the Escrow Agent shall be for the benefit of Purchaser. Seller shall have until 12:00 Noon on the ____ day of _____, 2018, to accept this Contract and to deliver a fully executed copy hereof to Purchaser, the date of such acceptance and delivery being herein referred to as the "Acceptance Date".

(ii) Purchaser shall, at closing hereunder, pay Seller the Purchase Price, of which Purchaser's earnest money shall form a part, in cash or by cashier's check.

3. **Contingencies:** This Contract is contingent upon and subject to the following:

(a) Seller has a contract with Barry Alexander Farms, LLC to purchase 165 acres (Parcel 132 - 6.09), which said contract is attached as Exhibit "C". This Contract is subject to Seller consummating the contract on the Alexander Property.

(b) The Alexander Property is approximately 165 acres, of which Purchaser is only purchasing approximately 105 acres, of the Alexander Property. The Seller must obtain for the remaining 60 acres proper zoning (D-3) to allow for the development and construction of a minimum of 150 residential units.

(c) Seller has a contract with B. Lillian Hill et al to purchase 290.184 acres (Parcel 131- 007.01 and 131-007.00), which said contract is attached as Exhibit "D". This contract is subject to Seller consummating the contract on the Hill Property.

(d) The Hill Property is approximately 290 acres, of which Purchaser is only purchasing approximately 80 acres of the Hill Property. The Seller must obtain for the remaining 210 acres proper zoning (D-2) to allow for the development and construction for a minimum of 285 residential units.

(e) Hood Development, a related party to the Seller, has a surplus of 293 sewer taps under a Sewer Tap Agreement attached as Exhibit "D". The Board of Mayor and Aldermen of the Town of Thompson's Station must approve that Hood Development may use these 293 taps for the expansion of the Canterbury subdivision development. Hood Development shall only be responsible for the payment of the applicable Effluent Disposal Fees for use of these taps. In addition, the Board of Mayor and Aldermen of the Town of Thompson's Station shall approve and guarantee capacity, subject to Tennessee Department of Environment and Conservation of new drip fields, of an additional 25 taps for use in Canterbury. This new allocation, if approved, will be subject to the full amount of the applicable tap fees.

(f) The Board of Mayor and Aldermen of the Town of Thompsons Station shall approve and guarantee capacity, subject to Tennessee Department of Environment and Conservation approval of new drip fields, for 285 Sewer Taps to be used on the Hill Property. The Seller or developer of the Hill Property shall be responsible for the full amount of the applicable tap fees, including effluent disposal fees.

(g) Prior to closing, Seller shall pay to the Town wastewater fund the amount of One Million One Hundred and Sixteen Thousand Dollars (\$1,116,000.00) for the System Development and Access and Tap Fees for the Hill Property (285 taps) and the additional 25 taps for Canterbury referenced above (310 taps at \$3,600 each). This payment shall guarantee and reserve capacity for these taps within these proposed developments; however, these fees are not transferable and not refundable.

(h) If the Seller fails to close on the Alexander or Hill property for any other reason, then the entire \$110,000.00, plus interest, shall be returned to Purchaser. Seller understands and agrees that the Purchaser has not agreed that the Town will approve the requested rezonings as a part of this agreement.

4. Financing Contingency: INTENTIONALLY DELETED

5. Title. (a) The obligations of Purchaser under this Contract are further contingent upon Purchaser's obtaining, at Purchaser's sole cost and expense, within thirty (30) days after the Acceptance Date, of a commitment (and copies of all instruments reflected as exceptions thereon) (the "Commitment") from a title company of its choosing ("Title Company"), to issue as of closing hereunder a standard 1992 ALTA Owner's Policy of Title Insurance covering the Property and providing full extended coverage over all general and special title exceptions except Permitted Exceptions (as hereinafter defined) contained in such commitment in the full amount of the Purchase Price, together with a zoning endorsement on ALTA Form 3.0 and access survey endorsements. Seller shall, upon closing, remove the liens of all mortgages, deeds of trust and other security instruments against the Property reflected upon the Commitment, and the existence of any such lien upon the Commitment shall not require objection as set forth below. Purchaser shall have a period of ten (10) days after receipt of the Commitment to deliver written notice to Seller of any objections that Purchaser may have to the state of title of the Property. In the event Purchaser shall fail to give said notice objecting to the state of

title, all items (other than liens of mortgages, deeds of trust and other security instruments as aforesaid) listed as special exceptions on the Commitment shall be deemed to have been approved by Purchaser and shall thereby be deemed "Permitted Exceptions" for all purposes hereof, and Purchaser shall have no further right to object thereto. In the event Seller is notified, as hereinabove provided, of any objections to the state of title, and Seller is unable to satisfy said objectionable matters to the reasonable satisfaction of Purchaser and the Title Company within ten (10) days after Seller's receipt of such notice, Purchaser shall either: (i) accept the state of title subject to said objectionable conditions and exceptions without adjustment in the Purchase Price, in which event said conditions and exceptions shall be accepted for all purposes and shall thereby be deemed Permitted Exceptions, or (ii) reject the state of title, in which event this Contract shall be terminated and Purchaser's earnest money shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within five (5) days after Purchaser is advised of Seller's inability to satisfy any such objectionable matters shall be deemed Purchaser's acceptance of title pursuant to clause (i) above.

(b) If any matters become conditions or exceptions to the state of title following the acceptance of the state of title as aforesaid, Seller shall notify Purchaser of such conditions or exceptions and Purchaser shall have ten (10) days after receipt of such notice to object thereto. In the event Seller is unable to satisfy said objectionable matters to the reasonable satisfaction of Purchaser and the Title Company within ten (10) days after receiving notice of such objectionable matters. Purchaser shall either: (i) accept the state of title subject to said objectionable conditions and exceptions without any adjustment in the Purchase Price, in which event said conditions and exceptions shall be accepted for all purposes and shall thereby be deemed Permitted Exceptions; or (ii) reject the state of title, in which event this Contract shall be terminated and of no force and effect, and Purchaser's earnest money shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within five (5) days after Purchaser is advised of Seller's inability to satisfy any such objectionable matters shall be deemed Purchaser's acceptance of title pursuant to clause (i) above.

(c) Anything to the contrary herein contained notwithstanding, if: (i) any matters become conditions or exceptions to the state of title following Purchaser's acceptance of the state of title, and (ii) Purchaser can establish that said conditions or exceptions to the state of title arose solely as a result of acts or omissions of Seller following Purchaser's acceptance of the state of title, then Purchaser may, if Seller is, as provided above, unable to satisfy the objections of Purchaser: (i) reject the state of title to the Property, in which event the Contract shall be terminated, and Purchaser's earnest money shall be refunded in full to Purchaser; or (ii) close the transaction contemplated hereunder and bring suit for damages.

(d) Purchaser's obligation to close on the Property hereunder is contingent upon Purchaser being able to obtain, at Purchaser's sole cost and expense, from the Title Company, upon closing, an Owner's Policy of Title Insurance for the Property in the form specified above and in the amount of the Purchase Price, containing no exceptions other than:

- (i) Current taxes not yet due and payable;
- (ii) The Permitted Exceptions;
- (iii) The lien of Purchaser's lender; and
- (iv) Exceptions created pursuant to the terms hereof and any other matters which have been approved in writing by Purchaser.

If Purchaser is unable to obtain said policy upon closing hereunder, after the exercise of due diligence and its reasonable efforts, Purchaser may terminate this Contract, and Purchaser's earnest money shall be refunded in full to Purchaser. Notwithstanding anything contained in this Contract to the contrary, in the event necessitated by reason of the exercise of the rights under any of the provisions of this, Paragraph 5, closing (and the obligations of the parties hereto) shall be extended accordingly.

6. Delivery of Documents, etc.: Seller shall, within ten (10) days following the Acceptance Date, deliver the following to Purchaser:

(a) A copy of all recorded plats affecting the Property or any part thereof, and of any and all proposed plats, if any, which have been prepared for, submitted to or approved by any Governmental Agency.

(b) A copy of all trust indentures or restrictions affecting the Property, or any part thereof, or its development.

(c) A copy of any surveys of the Property in the possession and control of Seller, including, but not limited to, outboundary surveys, topographical surveys and as-built surveys, together with authority from Seller to its surveyors/engineers to release copies of any such surveys not in Seller's possession to Purchaser.

(d) A copy of any certificates of title, commitments for title insurance or title insurance policies covering the Property or any part thereof, which are in the possession and control of the Seller.

(e) A copy of any engineering and/or soil and/or hazardous substances studies made of the Property which are in Seller's possession and under Seller's control, and authority from Seller to its engineers/consultants to release copies of any such studies not in Seller's possession to Purchaser.

All copies of items described above to be delivered to Purchaser shall be originals or photocopies of originals. Seller represents and warrants that it will deliver to Purchaser true and complete copies of all items referred to above, including any and all amendments, modifications or changes thereto, and that the items delivered or to be delivered pursuant to this paragraph will be all of the documents of the nature specified.

7. Engineering and Feasibility Reviews: Purchaser shall have until February 15, 2018 ("Contingency Expiration Date") to review and inspect those items to be delivered pursuant to Paragraph 6 hereof and to conduct or have conducted on its behalf and at its sole cost and expense, such soil tests, environmental studies, surveys and engineering and market studies as it deems necessary or advisable, and Seller hereby grants Purchaser and Purchaser's agents and representatives the right, at Purchaser's sole cost and expense, to contact and consult with such of Seller's engineers and experts as Purchaser may desire and with representatives of the Governmental Agencies. Further, Seller hereby grants Purchaser and its agents and representatives the full right of access to the Property, and Purchaser may, through its agents and representatives, and at its sole cost and expense, from time to time inspect the Property, cause boundary line and topographical surveys to be prepared, take soil samples, conduct boring and environmental tests and such other engineering investigations and inspections as Purchaser may reasonably require. Purchaser shall indemnify and hold Seller harmless from and against any loss, cost and/or expense (including reasonable attorney's fees and litigation expenses) incurred, sustained by or claimed against Seller on account of Purchaser's activities pursuant to this Paragraph. In the event the closing contemplated hereby fails to occur for any reason whatsoever, Purchaser shall restore the Property to the same condition existing prior to such activities.

Purchaser's obligation to consummate the purchase called for herein shall be subject to Purchaser's reasonable satisfaction, within the aforesaid period, with the information contained in the documents to be delivered pursuant to Paragraph 6 hereof and with the results of any independent tests or studies made by or on behalf of Purchaser pursuant to this, Paragraph 7. In the event Purchaser determines, based upon such review, tests or studies, that it cannot or that it is not feasible for it to, for any reason whatsoever, develop the Property for the purposes intended or economically or within its initial costs estimates, then, at the option of Purchaser exercisable on or before 5:00 p.m. on the Contingency Expiration Date, this Contract shall be terminated and rendered null and void and Purchaser's earnest money shall be refunded in full to Purchaser. Failure of Seller to receive written notice from Purchaser of its intent to terminate within the aforesaid period shall be deemed a waiver of this contingency.

8. Survey: Seller shall furnish or caused to be furnished to Purchaser a current staked survey of the Property prepared by a registered land surveyor licensed in the State of Tennessee reasonably acceptable to Purchaser

and the Title Company for purposes of its issuance of extended title insurance. Such survey shall establish the right-of-way dedication strip, if any, and otherwise the edge of any adjoining roadway as the boundary line of the Property. Such survey shall (a) comply with the minimum standard detail requirements established by the American Congress on Surveying and Mapping and the American Land Title Association and shall be certified to Purchaser and the Title Company to be in compliance with the minimum standards for property boundary surveys acceptable in the State of Tennessee; (b) show the boundary lines and legal description of the Property; (c) specify the area, in square feet, of the Property; (d) show the location of all improvements, fences and driveways on the Property and show no encroachments of boundary and building lines, easements and rights-of-way; (e) show the location and course of all visible and recorded easements and rights-of-way and sewage, water, electricity, gas and other utility facilities and conduits upon or adjacent to or servicing the Property; and (f) show access to public rights-of-way to and from the Property on adjacent streets. Purchaser shall have a period of ten (10) days after receipt of the survey to deliver written notice to Seller of any defects disclosed therein which, in the reasonable judgment of Purchaser, will impair the value of the Property or Purchaser's contemplated use thereof, and Seller shall have ten (10) days from the date Purchaser delivers such notice to Seller to cure such defects. In the event Seller is unwilling or unable to affect such cure, this Contract shall, at Purchaser's sole option, be terminated and of no force and effect and Purchaser's earnest money shall be refunded in full. The legal description of the Property prepared pursuant to said survey shall be controlling for all purposes hereof.

9. Representations of Seller: Seller makes the following representations and warranties, which are true as of the date hereof and shall be true on the closing date hereunder:

(a) That Seller will be the fee simple owner of the Property and has full right, title and authority to enter into the instant Contract.

(b) That Seller is and has been in compliance with all requirements of law and of all Governmental Agencies, and has not received any notice not heretofore complied with from any such Agency that the Property or any improvements thereon violate or fail to comply with any applicable law, regulation or requirement or are deficient or defective in any manner.

(c) Intentionally Deleted.

(d) That there are no actions, suits, claims or proceedings pending or, to the knowledge of Seller, threatened against or affecting the Property or the zoning thereof.

(e) That no commitments have been made to any governmental or non-governmental organizations, groups or individuals relative to the Property which would impose an obligation on Purchaser or its successors to contribute or dedicate land or money or to construct any improvements on or off the Property.

(f) That Seller has no knowledge of any change contemplated in any laws, ordinances or restrictions, or any action by adjacent landowners, or natural or artificial conditions upon the Property which would limit, impede or render more costly Purchaser's contemplated development of the Property.

(g) That, other than as specifically set forth herein, there are no written or oral contracts, commitments, agreements or obligations to which Seller is a party and affecting the Property, and Seller will not, during the pendency of this Contract, accept any contract (including back-up contracts) relating to the Property.

(h) That no Hazardous Materials (as hereinafter defined) exist on or under the Property or on any properties immediately adjoining or upstream from the Property or have been transported to or from the Property or used, generated, manufactured, stored or disposed of on or under the Property or any properties immediately adjoining or upstream from the Property, and the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or the environmental conditions on or under the Property, including, without limitation, soil and groundwater conditions. For purposes hereof, "Hazardous

Materials" shall mean (i) substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §901, et seq.; (ii) those substances defined as "hazardous waste" in Sections 260.360 and 260.500 R.S.Mo. promulgated pursuant to said laws; (iii) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; and (iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to or upstream from the Property.

(i) That if there are presently levied any special assessments with respect to the property or a part thereof, Seller shall pay or cause the same to be paid on or prior to closing hereunder, and such assessments shall be deducted from the Purchase Price at closing if not paid by Seller. Seller has no notice or knowledge of any additional special assessments being contemplated but not now levied.

(j) That Seller is unaware of any fact or condition existing which could result in the termination of the current access as it now exists to or from the Property.

(k) That there are available at the outboundary line of or on the Property existing and operating utility systems and lines for water, gas and electricity, and that Purchaser will have the right, as of closing, to connect thereto without the necessity of obtaining easements over any other property. Further, Seller represents and warrants that Purchaser will be permitted to connect the residences and other improvements to be constructed upon the Property to such utility lines and systems upon payment of normal and customary "tap-in" fees, and that Purchaser will not be liable for payment of any recoupment fees or similar such charges.

(l) That all of the foregoing representations and warranties are true as of the date hereof and will be true upon closing hereunder.

10. INTENTIONALLY DELETED.

11. Closing: The closing of the sale contemplated under this Sales Contract shall occur on or before February 28, 2018. Closing shall take place at the offices of Stewart Title Company, 121 First Avenue South, Suite 200, Franklin, Tennessee 37064, or at such other location as the parties mutually agree.

At Closing, Seller shall execute (where necessary) and deliver to Purchaser the following:

(a) A Special Warranty Deed, in recordable form, conveying the Property free and clear of all liens, charges and encumbrances created by and through Seller other than:

(i) Current real estate taxes and assessments which are a lien but which are not yet due and payable and special taxes, if any, becoming a lien on or before the Closing Date;

(ii) Permitted Exceptions;

(iii) Zoning and other governmental restrictions; and

(iv) Exceptions created pursuant to the terms hereof and any other matters which have been approved by Purchaser hereunder in writing; and

(b) An affidavit or other undertaking as may be reasonably required by the Title Company to remove from Purchaser's Owner's Policy of Title Insurance the standard exceptions for unfiled mechanics' liens, materialmen's liens or other liens for services, labor or materials furnished and for parties in possession; and

(c) Possession of the Property. Notwithstanding anything contained herein to the contrary, Purchaser may, upon ten (10) days' written notice to Seller, accelerate closing hereunder, in which event closing shall be held on the date so noticed at the time and place and in the manner provided above.

12. Closing Prorations: At closing, the following prorations and adjustments shall be made to the Purchase Price:

(a) Real estate taxes payable in respect of the Property for the calendar year in which the closing occurs shall be prorated, on a calendar year basis. If at the time of the closing, the final current tax bills and assessments for the Property have not been received, then the parties shall prorate on the basis of the most recent available tax bills and shall readjust and settle between themselves when final bills become available.

(b) Purchaser shall pay the cost of recording and filing fees and other fees and costs customarily treated as "closing costs" in the Williamson County area and shall also pay the cost of any Owner's and Mortgagee's Policies of Title Insurance.

13. Failure to Close: In the event Purchaser fails to close hereunder other than by reason of a failure of title pursuant to Paragraph 5 hereof or a breach by Seller of the representations contained in Paragraph 9 hereof or a failure of a contingency contained in Paragraphs 3, 4, 7, or 8 hereof, then Purchaser shall forfeit and Seller shall have the right to retain, as liquidated damages and in lieu of all other remedies at law or in equity, the earnest money deposited hereunder, and this Contract shall terminate and Purchaser shall have no further right, title or interest of any kind or nature in or to the Property. It is expressly agreed and understood that all remaining rights of Purchaser hereunder shall automatically terminate and expire upon any such failure of Purchaser to close on the date specified herein for closing, and that no further instrument or instruments shall be necessary to effect such termination. In the event Seller shall fail to close hereunder, Seller shall refund to Purchaser all earnest money deposited hereunder; provided, however, nothing herein contained shall be construed as limiting Purchaser's right to specifically enforce this Contract or Purchaser's damages should it elect to pursue the same.

14. Commissions: The parties hereto each represent onto the other that neither Party has engaged the service of a real estate company nor there are not any commissions to be paid.

15. Notices: Any notice required or permitted to be given hereunder shall be deemed given (1) on the date written notice is personally delivered or (ii) two (2) business days after deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, or (iii) on the first business day after deposited with a national courier guaranteeing overnight delivery, and addressed as follows:

If to Seller: Encompass Land Group, LLC
121 First Avenue South, Suite 220
Franklin, Tennessee 37064
Attention: Henry Preston Ingram, Jr.

If to Purchaser: Town of Thompson's Station
1550 Thompson's Station Road, West
Thompson's Station, Tennessee 37179
Attention: Joe Cosentini, Town Administrator

16. Binding Effect: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors and assigns.

17. Assignment: This Contract is not assignable by Purchaser without the consent of the Parties.

18. Survival: There are certain provisions of this Contract which by their terms and by necessity must be completed after closing hereof; any such terms shall survive closing. All warranties and representations of Seller made in this Contract shall also survive closing and any independent investigation made by Purchaser.

19. Time is of the Essence: It is agreed by and between Seller and Purchaser that time is of the essence in this Contract.

20. Construction and Interpretation: This Contract has been made and entered into in the State of Tennessee, and shall be governed and construed by and in accordance with the laws of the State of Tennessee without giving effect to conflict of laws principles.

21. Computation of Time: If the last day for deposit of earnest money, giving of notice of performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Tennessee, then such last day shall be extended to the next succeeding business day thereafter.

22. Severability: Whenever possible, each provision of this Contract and any other related document shall be interpreted in such manner as to be valid under applicable law, but if any provision of any of the foregoing shall be invalid or prohibited under such applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision, or the remaining provisions of such documents.

23. Paragraph Headings: The headings of the paragraphs in this Contract are inserted solely for convenience of reference and are not intended to govern, limit, or aid the construction of any term or provision hereof.

24. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Contract shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

25. Further Actions: Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Contract or any agreement or document related hereto or entered into in connection herewith.

26. Attorney's Fees: In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Contract or for any alleged breach or default of, or any other action arising out of this Contract or the transaction contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded.

27. Counterparts: This Contract may be signed in any number of counterparts and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract.

28. Entire Agreement: This Contract constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract for Sale on the day and year first above written.

SELLER:

Encompass Land Group, LLC,
A Tennessee limited liability company

BY: Henry Preston Ingram, Jr.
ITS: Chief Manager

PURCHASER:

Town of Thompson's Station, Tennessee

By: Corey Napier
Its: Mayor

From: Ben Dilks <bdilks@thompsons-station.com>
Sent: Saturday, April 6, 2019 11:48 AM
To: Jennifer Manternach <Jennifer.Manternach@crosslinpc.com>
Cc: Erica Saeger <erica.saeger@crosslinpc.com>; Steve Banks <sbanks@thompsons-station.com>; salexander@thompsons-station.com; bstover@thompsons-station.com; cnapier@thompsons-station.com; bell@thompsons-station.com; Caryn Miller <cmiller@thompsons-station.com>
Subject: Re: TS Land Purchase

Jennifer,

Thank you for your response. I understand the arguments you are making based on the documentation you provided. However, I see this more as a restatement of your original justification than a reconsideration of the issues at hand. I continue to believe that your conclusions are not warranted by the facts. I'll briefly outline some of my reasons here, but I think an in-person discussion is warranted.

1. The 2006 agreement references the "Canterbury Development property". For your interpretation to be valid, "Canterbury Development property" would need to be defined as the existing property owned by the developer and known as Canterbury as of 2006, as well as any land the developer wishes to purchase in the future and refer to as Canterbury. That seems like an enormous stretch to define it like that. A more reasonable and logical interpretation is that "Canterbury Development" was and is the land owned and approved for development back in 2006. Under that logic, granting the use of 293 taps that could not possibly be used on the "Canterbury property" under zoning density laws is a non-cash consideration that cannot be ignored when valuing the 2018 land purchase. Even if the point were conceded that the Town did not take on any additional liabilities (another stretch in my opinion), the asset remains undervalued on the fund balance sheet. You did not address this issue in your response.

2. If my interpretation of the email from Dan Miller is correct, you are saying since all the Town needs to do is make existing capacity at the WW treatment plant available to the developer, then the transaction is complete and no liability needs to be recorded. For the purposes of this issue, we'll assume that is a valid interpretation (we need to have a separate discussion on that because I don't believe the assertions by the Town about existing capacity in 2006, the time of the land purchase in 2018, the financial reporting period in question, or now, were accurate). The problem is that using the 2018 transaction to effectively reinstate unused and, more importantly, unusable taps assumes that no additional tap obligations were taken on following the original 2006 contract. We know that additional allocations were taken on from Mars and Allenwood.

At a minimum, you'd have to assume that associated capacity is no longer available and therefore that Town cannot simply reinstate the taps for Canterbury without taking on the burden of additional capacity expenditures. That said, you may be relying on the Town's assertion that the treatment plant has capacity over and above the capacity calculated using the 350 gal/day EDU assumption. If that's the case we have another logical inconsistency in accounting for this purchase. If you accept that the EDU assumption should be more like 250 gal/day based on our actual data (TDEC has not official recognized this), which allows for liability-free reinstatement of part of the original obligation, you'd also have to use the same logic to conclude that since the capacity exists for the additional 310 taps that have been prepaid as part of the 2018 deal, the Town's obligations have been satisfied and no liability should be recorded. However, we DID record a liability for the additional 310 taps. Why is the accounting inconsistent?

3. At the balance sheet date for the financial statements in question, our wastewater treatment plant was impaired. The treatment capacity was not anywhere near the assumed original capacity of approximately 1M gal/day. Operating under the assumption that capacity exists is simply incorrect and has led to numerous misstatements in the June 30, 2018 financials.

Please let me know when you would like to discuss these matters in-person and we'll schedule a meeting.

Thanks,

Ben Dilks

615-719-2964