

**Town of Thompson's Station
Board of Mayor and Aldermen
Remote Meeting Agenda
April 13, 2021**

Meeting Called To Order

Consent Agenda:

A. Approval To Conduct This Meeting By Electronic Means Which Is Necessary To Protect The Public Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak (Pursuant To Executive Order No. 78).

Documents:

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

B. Consideration Of The Minutes Of The March 9, 2021 Regular Meeting.

Documents:

[ITEM B - BOMA MINUTES MARCH_9_2021.PDF](#)

C. Bond Action Forms-Bridgemore Village Section 6-A & 6-B.

Documents:

[ITEM C - BOND ACTION FORM-BRIDGEMORE 6A.PDF](#)
[ITEM C - BOND ACTION FORM-BRIDGEMORE 6B.PDF](#)

D. Resolution 2021-007 Bee City USA.

Documents:

[ITEM D - RESOLUTION 2021-007 BEE CITY USA.PDF](#)

Announcements/Agenda Request:

Public Comments:

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

Unfinished Business:

1. Approval Of Public Hearing And Second Reading Of Ordinance 2021-004: To Amend, By Clean Up And Clarification, Certain Provisions Of The Land Development Ordinance.

Documents:

[ITEM 1 - STAFF REPORT ORD 2021-004 LDO CLEAN UP AMEND MEMO.PDF](#)

[ITEM 1 - ORDINANCE 2021-004 LDO CLEAN UP TEXT AMEND 1-26-21.PDF](#)

2. Approval Of Second Reading Of Ordinance 2021-006: An Ordinance Of The Town Of Thompson's Station, Tennessee To Amend Title 8, Chapter 1 Of The Thompson's Station Municipal Code Regarding Beer.

Documents:

[ITEM 2 - ORDINANCE 2021-006 BEER TO AMEND TITLE 8 CHAPTER 1 OF THE TOWN OF THOMPSONS STATION MUNICIPAL CODE BEER-V-2.PDF](#)

New Business:

3. Approval Of First Reading Of Ordinance 2021-007: An Ordinance To Amend Title 18 Of The Town Of Thompson's Station, Tennessee Municipal Code As To The Prescribed Chapters And Requirements Of Training Related To Board Of Mayor And Alderman And The Utility Board Of The Town Of Thompson's Station.

Documents:

[ITEM 3 - ORDINANCE NO. 2021-007 TO AMEND TITLE 18 RE CHAPTERS AND TRAINING.PDF](#)

4. Approval Of Reservation Of Wastewater Capacity Agreement With The Town Of Thompson's Station-1536 Thompson's Station Road, West:

Documents:

[ITEM 4 - RESERVATION AGREEMENT 1536 THOMPSONS STATION RD W- CLIFF RELIFORD 4.1.21.PDF](#)

5. Approval Of Reservation Of Wastewater Capacity Agreement With The Town Of Thompson's Station-2626 Pantall Road:

Documents:

[ITEM 5 - RESERVATION WW CAPACITY AGREEMENT 2626 PANTALL ROAD- CLIFF AND PAMELA RELIFORD 4.1.21.PDF](#)

6. Approval Of Reservation Of Wastewater Capacity Agreement With The Town Of Thompson's Station-4339 Columbia Pike:

Documents:

[ITEM 6 - RESERVATION WW CAPACITY AGREEMENT FOR 4339 COLUMBIA PIKE WITH DEVELOPER AND TS - GROVE PARK - 4.5.21.PDF](#)

7. Approval Of First Reading Of Ordinance 2021-008: An Ordinance Of The Town Of Thompson's Station, Tennessee To Amend Title 15, Chapter 2 Of The Thompson's Station's Municipal Code Regarding Alteration Of Speed Limits.

Documents:

[ITEM 7 - ORDINANCE 2021- 008 ALTERATION TO SPEED LIMITS TO AMEND AND ADD TO TITLE 15 CHAPTER 2 OF THE MUNICIPAL](#)

CODE.PDF

Adjourn

Information Only:

Documents:

[APRIL 2021 BOMA FINANCE REPORT.PDF](#)
[THOMPSONS_STATION_PROJECT_STATUS_APR2021.PDF](#)

This meeting will be held remotely due to the Public Health Emergency related to COVID-19 & will be live-streamed via our website at www.thompsons-station.com

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

Hello and welcome to this the April 13, 2021, Board of Mayor and Alderman meeting for the Town of Thompson's Station.

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order #78 (which was previously extended by Executive Orders #16, 34, 51, 60, 65 and 71): due to the treatment and containment of COVID-19.

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

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

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

**Town of Thompson's Station
Board of Mayor and Aldermen
Remote Meeting Minutes
March 9, 2021 7:00 p.m.**

Call to Order:

The virtual meeting of the Board of Mayor and Alderman of the Town of Thompson's Station was called to order at 7:00 p.m. on March 9, 2021 with the required quorum. The following statement was read by Mayor Napier:

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order No. 78 (which was previously extended by Executive Orders Nos. 16, 34, 51, 60, 65 and 71):

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

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

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

A recording of this meeting will be available on the Town of Thompson's Station's web site at thompsons-station.com within 24 hours of this meeting. Members and staff participating remotely were: Mayor Corey Napier, Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Brian Stover; Alderman Andrew Zinn; Town Administrator Ken McLawhon; Finance Director Steve Banks; IT Coordinator Tyler Rainey, Maintenance Supervisor Bryan King, Town Clerk Regina Fowler and Town Attorneys Andrew Mills and Kirk Vandivort. Other attendees participating remotely were Matthew Johnson-Barge Design, Katie Rucker-IDT, Brandon Baxter Ragan Smith, and Steve Wyatt – MTAS.

Consent Agenda:

- a. **Approval to conduct this meeting by electronic means which is necessary to protect the public health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak (pursuant to Executive Order No. 78).**
- b. **Consideration of the Minutes of the February 9, 2021 regular meeting.**
- c. **Consideration of Joshua Mayo for Vacant Utility Board Position.**

1. **Approve Consent Agenda:** Alderman Brandon Bell made a motion to approve the Consent Agenda a) approval to conduct this meeting by electronic means which is necessary to protect the public health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak (pursuant to Executive Order No. 78, b) Consideration of the Minutes of the February 9, 2021

regular meeting c) Consideration of Joshua Mayo for Vacant Utility Board Position. The motion was seconded by Alderman Brian Stover and carried unanimously.

Roll Call Vote:

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

Motion carried.

Announcements: None

Public Comments:

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

Unfinished Business:

2. **Approve on Second Reading Ordinance 2021-005: An Ordinance of the Town of Thompson’s Station Tennessee to Amend Ordinance Nos. 07-016 and 10-007 and Title 18, Chapter 2 of the Thompson’s Station’s Municipal Code Regarding Wastewater System User Rates:** Alderman Brandon Bell made a motion to Approve on Second Reading Ordinance 2021-005: An Ordinance of the Town of Thompson’s Station Tennessee to Amend Ordinance Nos. 07-016 and 10-007 and Title 18, Chapter 2 of the Thompson’s Station’s Municipal Code Regarding Wastewater System User Rates. The motion was seconded by Alderman Brian Stover and carried unanimously.

Roll Call Vote:

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

Motion carried.

New Business:

3. **Approve Resolution 2021-006: A Resolution of the Town of Thompson’s Station, Tennessee to Approve Contract for Low Bidder for the Relocation of Wastewater Utility Lines along a portion of Critz Lane and a Contract with Hughes Excavating for the Critz Lane Utility Relocation:** Alderman Brian Stover made a motion to Approve Resolution 2021-006: A Resolution of the Town of Thompson’s Station, Tennessee to Approve the Contract for Low Bidder for the Relocation of Wastewater Utility Lines Along a Portion of Critz Lane and a

Contract with Hughes Excavating for the Critz Lane Utility Relocation. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

Roll Call Vote:

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

Motion carried.

4. Approval of Resolution 2021-005: A Resolution of the Town of Thompson’s Station, Tennessee Approving the Subscription Agreement with IDT Plans, LLC. Alderman Brandon Bell made a motion to Approve Resolution 2021-005: A Resolution of the Town of Thompson’s Station, Tennessee Approving the Subscription Agreement with IDT Plans, LLC. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Roll Call Vote:

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

Motion carried.

5. Approve Resolution No. 2021-001: A Resolution of the Town of Thompson’s Station, Tennessee of the Acknowledgement of the Transfer, Assignment and Assumption related to Section 16 (B) of the Tollgate Village Development as to MBSC TN Homebuilder, LLC, and Phillips Builders, LLC and Confirmation of Entity Ownership and Responsibility: Alderman Brandon Bell made a motion to Approve Resolution No. 2021-001: A Resolution of the Town of Thompson’s Station, Tennessee of the Acknowledgement of the Transfer, Assignment and Assumption related to Section 16 (B) of the Tollgate Village Development as to MBSC TN Homebuilder, LLC, and Phillips Builders, LLC and Confirmation of Entity Ownership and Responsibility. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Roll Call Vote:

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

Motion carried.

6. Approval of First Reading of Ordinance 2021-006: An Ordinance of the Town of Thompson’s Station, Tennessee to Amend Title 8, Chapter 1 of the Thompson’s Station’s Municipal Code Regarding Beer: Alderman Brandon Bell made a motion to Approve on First Reading of Ordinance 2021-006: An Ordinance of the Town of Thompson’s Station, Tennessee

to Amend Title 8, Chapter 1 of the Thompson’s Station Municipal Code Regarding Beer. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Roll Call Vote:

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

Motion carried.

7. **Approval to Adjourn:** There being no further business, Alderman Brian Stover made a motion to adjourn at 7:47 pm. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

Roll Call Vote:

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

Motion carried.

Corey Napier, Mayor

Regina Fowler, Town Recorder/Clerk

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www.thompsons-station.com



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

THOMPSON'S STATION BOND ACTION FORM

BOND	Bridgemore Village Section 6A Roadways, drainage and erosion control (RDEC) Performance Surety. Amount: \$78,000 (7/26/16) <i>BOMA Released To Maintenance 11-12-19</i>
PLANNING COMMISSION ACTION	Released the Maintenance Surety and recommend BOMA approval the of the acceptance of this public improvement.
BOMA ACTION	Approved acceptance of dedication of this public improvement at their 11-12-19 meeting.

Bond History

On July 26, 2016, Section 6A was approved for the creation of single-family lots within Bridgemore Village. The plat was approved with a surety for roads, drainage and erosion control in the amount of \$102,000. The performance amount was reduced to \$78,000 and later converted to a maintenance bond by the BOMA.

The applicant's form indicates that this public improvement has been designed and installed per the approved construction plans and Town standards. The maintained period is beyond the required 1-year period.

Staff recommendation:

1. Release maintenance surety for roads, drainage and erosion control.
2. Recommend BOMA approve the acceptance of the public improvement.

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THOMPSON'S STATION BOND ACTION FORM

BOND	Bridgemore Village Section 6B Roadways, drainage and erosion control (RDEC) Performance Surety. <i>Original Amount: \$125,000 (8/23/16)</i> <i>BOMA Released To Maintenance 1/14/20</i>
PLANNING COMMISSION ACTION	Released the Maintenance Surety and recommend BOMA approve the of the acceptance of this public improvement.
BOMA ACTION	Approved acceptance of dedication of this public improvement at their 1-14-20 meeting.

Bond History

On July 26, 2016, Section 6B was approved for the creation of single-family lots within Bridgemore Village. The plat was approved with a surety for roads, drainage and erosion control in the amount of \$125,000. The performance amount was later converted to a maintenance bond by the BOMA.

The applicant's form indicates that this public improvement has been designed and installed per the approved construction plans and Town standards. The maintained period is beyond the required 1-year period.

Staff recommendation:

1. Release maintenance surety for roads, drainage and erosion control.
2. Recommend BOMA approve the acceptance of the public improvement.

RESOLUTION NO. 2021-007

A RESOLUTION of Thompsons's Station, Tennessee designating the Town as a BEE CITY USA® affiliate

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat (A) Is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free to nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat; (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, Thompsons's Station, Tennessee should be certified a *BEE CITY USA* community because affiliation with the BEE CITY organization is an extension of the Town's existing commitment to preservation and enhancement of the natural environment of the Town.

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, Thompsons's Station, Tennessee chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The Thompsons's Station, Tennessee Community Development Department is hereby designated as the BEE CITY USA sponsor.
2. The Planning Director of Community Development Department is designated as the BEE CITY USA Liaison.
3. Facilitation of Thompsons's Station, Tennessee's BEE CITY USA program is assigned to the Parks and Recreation Advisory Board.
4. The Parks and Recreation Advisory Board is authorized to and shall:

- a. **Celebration:** Host at least one educational event or pollinator habitat planting or restoration each year to showcase Thompsons's Station, Tennessee's commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
- b. **Publicity & Information:** Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the Thompsons's Station, Tennessee website which includes, at minimum a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management plan (explained below).
- c. **Habitat:** Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, Identifying and inventorying Town's real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
- d. **Pollinator-Friendly Pest Management:** Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
- e. **Policy & Plans:** Establish, through the Town, a policy in the General Plan to acknowledge and commit to the BEE CITY USA designation and review the General Plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
- f. **Renewal:** After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of Thompsons's Station, Tennessee's BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on Thompsons's Station, Tennessee's population.

ADOPTED by the Board of Mayor and Aldermen of the Town of Thompsons's Station, Tennessee, this 13th day of April 2021.

Corey Napier, Mayor



DATE: March 9, 2021
April 13, 2021

TO: BOMA

FROM: Micah Wood, AICP
Planning Director

SUBJECT: Item 1 – Ordinance 2021-004 – Land Development Ordinance Cleanup & Clarification Amendment

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

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

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

Brief summary of proposed clean up amendments:

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

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- Article 5 amendments includes: clarify the minor subdivision review process; clean up the Concept Plan submittal process; clarify the Sector Map amendment process.

Staff recommends BOMA approve Ordinance 2021-004

Attachments

Ordinance 2021-004

Exhibit A

ORDINANCE NO. 2021-004

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

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

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

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee, on the _____ day of _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

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

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

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

EXHIBIT “A”

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

Throughout the LDO

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

Section 1.1.1 Authority and Applicability- revise TCA tile citation

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

Section 1.2.5 Sectors- clarify section title & O2 section policy

1.2.5 Sectors Established

...

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

Section 1.3 Definitions- revise terms/definitions for clarity

Delete the following terms and definitions:

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

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

Add the following term and definition:

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

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

2.1 Sectors Plan Adopted

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

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

Section 2.2 Community Types- clarify community types & sectors

2.2 Sectors Plan Adopted

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

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

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

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

2.2.5 Hamlet

...

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

Section 2.2.6 Village- remove dripfields from open space

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

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

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

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

Tree Protection

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

Section 3.5.1 Civic and Open Space Standards

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

Section 3.7 Access

3.7.1 Access to Lots

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

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

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

Table 3.10 Design Speed- revise note

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

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

13.5 Addressing and Mailboxes

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

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

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

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

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

Section 4.5.1 General to all zone- clarify classification of uses

4.5.1 General to all zones:

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

Section 4.5.1 Lot Use Restrictions- clarify home occupation requirements

4.5.1 General to all zones:

...

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

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

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

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

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

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

Access Drive Width to setback _____ 20 ft. max.

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

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

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

...

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

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

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

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

4.10.1 Single-Family Residential Standards

...

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

Section 4.10.3 Multi-family Residential Standards- clarify design standards

4.10.3 Multi-family Residential Standards

...

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

Section 4.11.3 Residential Business- clarify submittal requirements

4.11.3 Residential Business

...

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

...

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

Section 4.11.5 Automotive Uses

4.11.5 Automotive Uses

...

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

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

4.11.7 Wireless Communications Facilities

...

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

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

4.17.2 General Provisions

...

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

...

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

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

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

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

4.17.4 Permitted Signs

...

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

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

...

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

Section 5.2.2 Minor Subdivision- clarify the minor subdivision process

5.2.2 Minor Subdivision/**Administrative Approval**

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

Section 5.2.3 Concept Plan

5.2.3 Concept Plan

...

c. Concept plan consideration

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

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

5.3.4 Procedure for Map and/or Text Amendments

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

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

...

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

ORDINANCE NO. 2021-006

AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND TITLE 8, CHAPTER 1 OF THE THOMPSON'S STATION'S MUNICIPAL CODE REGARDING BEER

WHEREAS, the need to update certain provisions of Title 8, Chapter 1 of the Municipal Code for the benefit of the citizens of Thompson's Station has become apparent to Town Staff, and

WHEREAS, keeping beer standards in line with modern practices and need of the Town, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of an amendment to various portions of Title 8, Chapter 1 as proposed herein to create updated standards for beer, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to address various provisions of Title 8, Chapter 1; and

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

Section 1. That the Town of Thompson's Station's Municipal Code, Title 15, Chapter 1 is amended with the language as provided hereinafter.

Section 2. That Title 8, Chapter 1 is amended as follows (with additions in *italics* and deletions in ~~strikethrough~~):

...

8-107. Permit required for engaging in beer business; privilege tax. (1) It shall be unlawful for any person to sell, store for sale, distribute for sale, or manufacture beer without first making application to and obtaining a permit from the beer board. The application shall be made on such form as the board shall prescribe and/or furnish, and pursuant to Tennessee Code Annotated, § 57-5-101(b), and shall be accompanied by a non-refundable application fee of two hundred and fifty dollars (\$250.00). Said fee shall be in the form of a cashier's check *prescribed by the Town Recorder and made* payable to the Town of Thompson's Station, Tennessee. Each applicant must be a person of good moral character and certify that he has read and is familiar with the provisions of this chapter.

...

[delete the entirety of 8-109 and replace with the following]

8-109. Types of permits. Permits issued by the beer board shall consist of five (5) types.

(1) **Manufacturers.** A manufacturer's permit to a manufacturer of beer, for the manufacture, possession, storage, sale, distribution, and transportation of the product of the manufacturer which product may be consumed upon the premises of the manufacturer to the extent permitted by state law of general application.

(2) **Off-premises.** An "off-premises" permit is required for any person, entity, or legal organization engaged in the sale of beer where it is not to be consumed by the purchaser upon or near the premises of the seller.

(3) **On-premises.** An "on-premises" permit is required for any person or legal organization engaged in the sale of beer where it is to be consumed by the purchaser or guests upon the premises of the seller, and provided beer may also be sold in hotel rooms of regularly conducted hotels and in regularly incorporated clubs and lodges upon their obtaining the required permit.

a. Anyone applying for or obtaining an on-premises permit may also sell beer to go so a patron may take beer with him purchased at such place after consuming beer. This will be known as a "joint" permit and shall cost an additional two hundred fifty dollars (\$250.00) at the time the application is made, or at any subsequent time when it is sought to change the type permit.

b. No alcoholic beverage shall be consumed in the parking lot of any establishment possessing an on-premises permit, except that, with prior approval of the beer board, through the application and approval of a special permit, as defined under this ordinance, for special events no longer than three (3) consecutive calendar days, permittees may allow consumption of alcoholic beverages sold by the permittee within an area that is roped off or otherwise separated by a continuous fence or other type of barrier from the remaining portion of their parking lot, both ends of which terminate at the permittee's building, deck, porch, patio, or other such attached structure, and provided further, that such permittee provides for an adequate number of private security personnel, as regulated by the Town of Thompson's Station, to prevent unlawful use or possession of alcoholic beverages and to enhance public safety.

c. Subsection (b) above notwithstanding, beer may be sold and/or consumed in parking lot or lots owned by the permit holder without a special permit; provided that A) said parking lot or lots, or designated portions thereof, are at least one hundred (100) feet from a public road, and B) when alcoholic beverages are being consumed in the parking lot or lots, the permit holder provides for an adequate number of private security personnel to prevent unlawful use or possession of alcoholic beverages and to enhance public safety.

d. All on-premises permit holders are required to serve food and non-alcoholic beverages at all times beer is sold.

(4) **Special events permit.** A "special events" permit is required for any person, entity, or organization engaged in the sale of such beverages where they are to be consumed by the purchaser or his guests upon the premises of the seller, including but not limited to

any location the purchaser has rented for the purpose of the special event. The special events permit will be issued for the fee of one hundred dollars (\$100.00), after approval by the Town of Thompson's Station Beer Board. Prior notification must be made in writing thirty (30) days prior to the event, and such notification shall include the organization holding the event and location where the event is to be held, among other information required by the Town Recorder. Each permit will be issued for a specific date and a specific period of time, not to exceed three (3) days unless approved by the Beer Board. The specific period of time will not contradict any existing state or town ordinances or regulations.

*(5) **Caterer permit.** A "caterer" permit to any person, entity, or legal organization conducting a food and beverage catering business who or which has been previously issued a liquor by the drink catering license, or other similar certificate, from the Tennessee Alcoholic Beverage Commission. The liquor by the drink catering license must be current and not expired or revoked at the time of application for the caterer permit. The caterer permit will be issued for the fee of one hundred dollars (\$100.00), after approval by the Town of Thompson's Station Beer Board.*

...

8-110. Interference with public health, safety, and morals prohibited. No permit authorizing the sale of beer will be issued when such business(es) would cause congestion of traffic or would interfere with public health, safety and morals. In no event will a permit be issued authorizing the storage, sale or manufacture of beer by the permit holder within ~~three~~ *two* hundred feet (~~300'~~ *200'*) of any school or church as measured in a straight line from the nearest corner of the school or church to the nearest corner of the structure where the beer is to be stored, sold or manufactured.

...

8-112. Prohibited conduct or activities by beer permit holders. It shall be unlawful for any beer permit holder to:

- (1) ~~Make or~~ Allow the sale of beer between the hours of ~~12:00 midnight~~ *1:00 A.M.* and 6:00 A.M.;
- (2) Allow any loud, unusual, or obnoxious noises to emanate from the premises, which shall not include locations designed and used for live music;
- (3) Make or allow any sale of beer to a person under twenty-one (21) years of age;
- ~~(4) Allow any person under twenty-one (21) years of age to loiter in or about his place of business;~~
- ~~(4) Make or allow any sale of beer to any intoxicated person or to any feeble-minded, insane, or otherwise mentally incapacitated person;~~
- (5) Allow drunk persons to loiter about the premises;
- (6) Serve, sell, or allow the consumption on ~~his~~ *the* premises of any alcoholic beverage with an alcoholic content of more than five percent (5%) by weight *unless the permit holder has an active liquor license from the Tennessee Alcoholic Beverage Commission;*
- (7) "Off-premises" permit holders shall not allow the consumption of alcohol in or about their premises whatsoever;
- (8) Allow gambling on ~~his~~ *the* premises;

(9) “On-premises *and Special Event*” permit holders shall not fail to provide and maintain sanitary toilet facilities;

(10) Allow an employee of the permit holder who is under the age of eighteen (18) years to sell beer.

...

Section 4. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

Section 5. If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 6. This ordinance shall take effect upon the final reading and approval by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee, on the ____ day of _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

ORDINANCE NO. 2021-007

AN ORDINANCE TO AMEND TITLE 18 OF THE TOWN OF THOMPSON'S STATION,
TENNESSEE MUNICIPAL CODE AS TO THE PRESCRIBED CHAPTERS AND
REQUIREMENTS OF TRAINING RELATED TO BOARD OF MAYOR AND ALDERMAN
AND THE UTILITY BOARD OF THE TOWN OF THOMPSON'S STATION

WHEREAS, the Board of Mayor of Alderman by Ordinance 2019-002 created a Utilities Board to assist the Board of Mayor Alderman in its duties and to advise Town Staff with respect to the operation of the wastewater system and other utility-related functions.

WHEREAS, the Board of Mayor and Alderman based on the recommendation of the Utility Board relating to necessary amendments of the Town Code as a result of a clerical correction for the assignment of the chapter for Utility Board under Chapter 3 shall be amended to Chapter 5 as provided hereinafter.

WHEREAS, the Board of Mayor and Alderman based on the recommendation of the Utility Board relating to the statutory required training and continued education as required by statute by the Comptroller's Office of the State of Tennessee as to the Board of Mayor and Alderman and the Utility Board, does delineate the statutory requirements of the training and continuing education hereinafter by amending and adding to Title 18, Chapter 5 under the Utility Board as provided hereinafter.

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 Title 18 of the Thompson's Station Municipal Code is amended by renumbering Chapter 18-301 thru 18-304, entitled Utility Board, to and adding a new Chapter 5, to Title 18, as 18-501 thru 18-505 to be titled Utility Board as set forth as follows:

18-501. Creation.

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

18-502. Board Membership; Appointment.

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

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

18-503. Meetings; Compensation.

- (a) Within thirty (30) days after appointment of members, the Utilities Board shall hold a meeting to elect a chair and designate a secretary, who need not be a member. The board shall hold public meetings at least once per month, at such regular time and place as they may determine. Notices of the time and place of all meetings shall comply with the Open Meeting Act. The board shall establish its own rules of procedure at its first meeting.
- (b) All members of the Utilities Board shall serve without compensation, but they shall be allowed necessary traveling and other expenses while engaged in the business of the board.

18-504. Powers; Duties.

- (a) From and after its first meeting, the Utilities Board shall provide guidance and direction to Town Staff and shall advise the BOMA in all matters pertaining to the operation of the Town's wastewater system. The board may adopt policies related to the operation of the wastewater system, provided that such policies shall be consistent with any ordinances of the Town and any applicable state laws and regulations.
- (b) Subject to funds specifically budgeted by the Board of Mayor and Aldermen and subject to the Town's purchasing policies, the Utilities Board may authorize expenditures for goods or services related to the operation of the wastewater facilities.
- (c) The board shall not be responsible for the supervision of Town staff, nor shall it have any authority with respect to the hiring, dismissal or discipline of Town employees.
- (d) The Town Administrator or his or her designee shall be present at all meetings of the Utilities Board and assist the board in the collection of information it needs to perform its duties.
- (e) The board shall perform such other duties related to the operation of the Town's wastewater systems as may be requested by the BOMA.
- (f) The board may also perform other duties with respect to other, non-wastewater related utility issues as may be requested by the BOMA from time to time.

18-505. Required Training and Continued Education

- (a) From the statutory requirements under TENN. CODE ANN. § 7-34-115 (j)(1)-(7),(k), the prescribed training and continuing education for members of the Utility Board, and as applicable to the Board of Mayor and Alderman shall be as follows:

“(j)(l) The governing body of a municipal utility system subject to this section that supervises, controls, or operates a public water or public sewer system, including, but not limited to, those systems using a separate utility board pursuant to any public or private act, must meet the training and continuing education requirements in this subsection (j).

(2) All members of the municipal utility board of commissioners shall, within one (1) year of initial appointment or election to the board of commissioners or within one (1) year of reappointment or reelection to the board of commissioners, attend a minimum of twelve (12) hours of training and continuing education in one (1) or more of the subjects listed in subdivision (j)(4).

(3)(A) In each continuing education period after the initial training and continuing education required by subdivision (j)(2), a municipal utility board commissioner shall attend a minimum of twelve (12) hours of training and continuing education in one (1) or more of the subjects listed in subdivision (j)(4).

(B) For the purposes of this subsection (j) and subsection (k), “continuing education period” means a period of three (3) years beginning January 1 after the calendar year in which a municipal utility board commissioner completes the training and education requirements set forth in subdivision (j)(2) and each succeeding three-year period thereafter.

(4) The subjects for the training and continuing education required by this subsection (j) shall include, but not be limited to, board governance, financial oversight, policy-making responsibilities, and other topics reasonably related to the duties of the members of the board of commissioners of a municipal utility.

(5) Any association or organization with appropriate knowledge and experience may prepare a training and continuing education curriculum for municipal utility board commissioners covering the subject set forth in subdivision (j)(4) to be submitted to the comptroller of the treasury for review and approval prior to use. The comptroller shall file a copy of approved training and continuing education curriculum with the water and wastewater financing board. Changes and updates to the curriculum must be submitted to the comptroller for approval prior to use. Any training and continuing education curriculum approved by the comptroller must be updated ever three (3) years and submitted to the comptroller for review and approval.

(6) For purposes of this subsection (j), a municipal utility board commissioner may request a training and continuing education extension of up to six (6) months from the comptroller of the treasure or the comptroller’s designee. The request shall only be granted up on a reasonable showing of substantial compliance with this subsection (j). If the extension is granted, the municipal utility board commissioner must complete any additional required training hours necessary to achieve full compliance for only the

relevant continuing education period within the extension period. The municipal utility board commissioner shall file copies of any extension request letters and corresponding comptroller of the treasury determination letters with the water and wastewater financing board.

(7)(A) Beginning no later than March 1, 2019, the comptroller of the treasury shall offer online training and continuing education courses for purposes of compliance with this subsection (j).

(B) Any association or organization with appropriate knowledge and experience may prepare an online training and continuing education curriculum for municipal utility board commissioners covering the subjects set forth in subdivision (j)(4) to be submitted to the comptroller of the treasury for review and approval prior to use.

(C) The comptroller of the treasury shall file a copy of approved online training and continuing education curriculum with the water and wastewater financing board. Changes and updates to the curriculum must be submitted to the comptroller of the treasury for approval prior to use. Any online training and continuing education curriculum approved by the comptroller of the treasury must be updated every three (3) years and submitted to the comptroller of the treasury for review and approval.

(D) Any person required to complete training and continuing education under this subsection (j) may take one (1) or more of such online courses in lieu of attending training and continuing education courses in person.

(E) The online training and continuing education provider shall provide a certificate of completion or attendance that shall be submitted by the municipal utility board commissioner to the municipality. Each municipality shall keep the certificate of completion or attendance for six (6) years after the calendar year in which the certificate of completion or attendance is submitted.

(k) If any member of a municipal utility board or commissioner fails to meet the training and continuing education requirements set forth in subsection (j) before the end of the continuing education period or before the end of any extension approve by the comptroller of the treasury or the comptroller's designee, then the water and wastewater financing board shall have full discretion to order reasonable sanctions against the municipality, including, but not limited to, the municipality being ineligible to receive assistance from the Tennessee local development authority under § 68-221-1206(a)(3).”

(b) The town shall be responsible for paying for any training and continuing education course registration and travel expenses for each board member.

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

any other section, clause, provision, or portion, of this Ordinance which is not itself invalid or unconstitutional.

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee on the _____ day of _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Kirk Vandivort, Town Attorney

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the **13** day of **April, 2021** (hereinafter the "Effective Date"), by and between **Cliff Reliford** with principal offices located at **2626 Pantall Road**, (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Owner, **Cliff Reliford**, is the owner of real property located on **1536 Thompson's Station Road West** and identified as Williamson County tax map **146N**, parcel **18.00**. The property contains approximately **0.54** acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned **T4 (Neighborhood Medium Intensity)**.
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **1536 Thompson's Station Road West**, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated **February 17, 2021**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **February 17, 2021** which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit "B"**.

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

II. GENERAL CONDITIONS

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

- d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.
 - e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.
5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.
 6. *Developer/Owner's Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.
 7. *Developer/Owner's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.
 - a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
 - b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.
 - c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.
 - d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
 - e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.
 8. *Duration of Reservation of Capacity* – The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance and dedication of the Membrane Bioreactor pump system (MBR) or the regional treatment plant facilities and of other requirements as provided herein. Further, the Town and the Developer/Owner agree the duration of the reservation for the (1) one-year term and possible renewal, pursuant to the terms enumerated in Ordinance No. 2020-007 / Town Code 18-301

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

9. *Indemnity* - Developer/Owner shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer/Owner's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer/Owner, any subcontractor of the Developer/Owner, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer/Owner or subcontractor of the Developer/Owner. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer/Owner changing the volume or velocity of water leaving the Developer/Owner's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.
10. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.
 - a. If the Developer/Owner has not corrected the violation identified in the NOV, then the Developer/Owner agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer/Owner shall reimburse the Town

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

- c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

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

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

- a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.

- b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.

- c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.

- d. The Developer/Owner agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Reservation Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

18. *Developer/Owner Agreement, Building Permits and All Submissions and Approvals* – The Developer/Owner understands and agrees the intent of this Agreement is for the reservation of Wastewater capacity between the Town and the Developer/Owner and doesn't alleviate

the Developer/Owner from pursuing all required submissions and approvals by the Town for the Project pursuant to the Town of Thompson's Station's Code, and LDO, to include, but not limited to, obtaining a Developer/Owner Agreement, Plat Approval, or Building Permit(s), along with all state and federal requirements, where applicable.

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of **250** gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of **250** gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

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

TOWN

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

OWNER

Cliff Reliford
2626 Pantall Rd
Thompson's Station, TN 37179

2. *Change of Address* - Any party to this Agreement may change such party's address for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

3. *Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.
4. *Joinder of Owner* - If the Developer/Owner is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer/Owner.
5. *Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
6. *No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.
7. *Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.
8. *Authority to Execute* – Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR


Date: _____

Exhibit “A”
Necessary Project Documents

Wastewater Capacity Reservation Application Form

A Wastewater Capacity Reservation application must be submitted when a property owner proposes new development or re-development of property that may increase the demand on existing infrastructure. The guidelines for determining capacity and issuing points of connection are located within the Capacity Reservation System Technical Memorandum. Complete the following and return to Town Hall with proof of property ownership: recorded deed, recorded deed of trust, title report, or title insurance. Applicant shall also provide map locating proposed connection point.

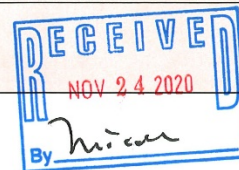
Title Owner Information					
Name					
Company					
Address					
City		State		Zip Code	
Email				Phone Number	
Signature					

Applicant Information					
Name	Cliff Reliford				
Company					
Address	2626 Pantall Rd				
City	Thompsons Station	State	TN	Zip Code	37179
Email	pmreliford@yahoo.com			Phone Number	615.604.0130
Signature					

Parcel / Property Information					
Service Address	1536 Thompsons Station Rd W				
City	Thompsons Station	State	TN	Zip Code	37179
Property Tax Account Number (s)	Tax Map & Parcel 146N-A-018.00				
Building Project Number	single family home				
Tract Size (Acres or Sq. Ft.)	.54 acres				

Type of Development					
<input type="checkbox"/>	New Construction	<input type="checkbox"/>	Replacement	<input type="checkbox"/>	Interior Only Remodel
<input type="checkbox"/>	Additional Building	<input type="checkbox"/>	Exterior Addition	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Tenant Build-Out	<input type="checkbox"/>	Conversion		

OFFICE USE ONLY		
Project Number:	Check # 1134 / Limited for fee	Date:



1

Existing Development		
Vacant (only if undeveloped) *		
Facility/Building Type		
Existing Number of Occupants/ Employees		
Existing Facility Square Footage		
Existing Flow (GPD)		
Additional Property Information (# of bathrooms, # of washers, etc.)		
Would like to change from existing septic to sewer		

*If vacant skip to next section

Proposed Development		
Single Family Residence (# of units) *		
Proposed Facility/Building Type		
Proposed Number of Occupants/ Employees	Existing Flow (GPD)	
Proposed Facility/Building Square Footage		
Proposed Development Acreage		
Proposed Flow (GPD)		
Additional Property Information (# of bathrooms, # of washers, etc.)		

*Single family residences include apartment, condos, and townhomes.

Exhibit “B”
Engineer’s Letter of Findings (ELF)

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

MEMO

DATE: February 17, 2021
TO: Cliff Reliford
FROM: Micah Wood, AICP *Micah Wood*
Planning Director
SUBJECT: Wastewater Future Capacity Reservation Memo & Engineer Letter of Findings:
1536 Thompson's Station Road West

Please find attached the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment for your requested development as Developer/Owner.

Findings

Per the Development Capacity Assessment, the Town's future wastewater system has sufficient capacity and no improvements have been identified for the development of your project, as defined in the Reservation of Future Capacity Application.

Next Step

If you agree with the Development Capacity Assessment, a Reservation Agreement, template enclosed, must be entered and approved by the Board of Mayor and Aldermen (BOMA) within 60 days of the date of this letter in order to reserve future wastewater capacity as outlined in the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment. Otherwise, the Engineer Letter of Findings shall be considered lapsed for this project. At the time of the signing and submission of the Reservation Agreement by the Developer/Owner to the Town for approval by the BOMA, the payment of the required deposit amount of 25% of the allotted wastewater tap fees for the project must be remitted to the Town.

Plan Review & Agenda Process

Subject to the terms of the Reservation Agreement as approved by the BOMA, a Developer/Owner may seek approval for projects and submit application(s) for a concept plan and/or rezoning, from the Planning Commission, as per the standards of the Land Development Ordinance. No preliminary plat, site plan or final plat for development with a Reservation Agreement shall be considered by the Planning Commission until the Town's new wastewater treatment facility is operational, as defined by the State of Tennessee.

Please let me know if you would like to set a meeting to discuss this letter at your earliest convenience.

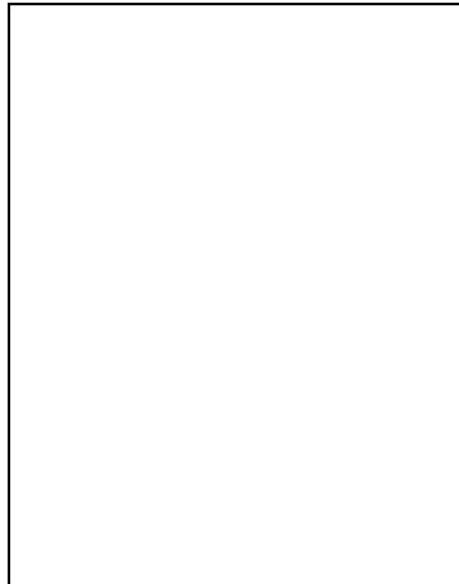
Enclosure: Engineer Letter of Findings
Template Reservation Agreement



Town of Thompson's Station, Tennessee
Engineer Letter of Findings

Development Overview

Date Submitted:	11/24/20
Development ID:	1
Development Name:	Reliford
Description:	1 Single Family Home
Requested Load (GPD):	250
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	Yes
Requestor Name:	Cliff Reliford



Capacity Assessment Results Overview

Capacity Certification Results: [Sufficient Capacity upon completion of the Town's planned improvements at the Regional wastewater plant.](#)

Description of Improvements: N/A

Exhibit “C”
Public Improvements

No public improvements required

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the **13** day of **April, 2021** (hereinafter the "Effective Date"), by and between **Cliff Reliford** with principal offices located at **2626 Pantall Road**, (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Owner, **Cliff and Pamela Reliford**, is the owner of real property located on **2626 Pantall Road** and identified as Williamson County tax map **145**, parcel **36.00**. The property contains approximately **2** acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned **D1 (Low Intensity Residential)**.
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **2626 Pantall Road**, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated **February 17, 2021**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **February 17, 2021** which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit "B"**.

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

II. GENERAL CONDITIONS

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

- d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.
 - e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.
5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.
6. *Developer/Owner's Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.
7. *Developer/Owner's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.
- a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
 - b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.
 - c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.
 - d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
 - e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.
8. *Duration of Reservation of Capacity* – The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance and dedication of the Membrane Bioreactor pump system (MBR) or the regional treatment plant facilities and of other requirements as provided herein. Further, the Town and the Developer/Owner agree the duration of the reservation for the (1) one-year term and possible renewal, pursuant to the terms enumerated in Ordinance No. 2020-007 / Town Code 18-301

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

9. *Indemnity* - Developer/Owner shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer/Owner's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer/Owner, any subcontractor of the Developer/Owner, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer/Owner or subcontractor of the Developer/Owner. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer/Owner changing the volume or velocity of water leaving the Developer/Owner's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.
10. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.
 - a. If the Developer/Owner has not corrected the violation identified in the NOV, then the Developer/Owner agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer/Owner shall reimburse the Town

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

- c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

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

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

- a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.

- b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.

- c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.

- d. The Developer/Owner agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Reservation Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

18. *Developer/Owner Agreement, Building Permits and All Submissions and Approvals* – The Developer/Owner understands and agrees the intent of this Agreement is for the reservation of Wastewater capacity between the Town and the Developer/Owner and doesn't alleviate

the Developer/Owner from pursuing all required submissions and approvals by the Town for the Project pursuant to the Town of Thompson's Station's Code, and LDO, to include, but not limited to, obtaining a Developer/Owner Agreement, Plat Approval, or Building Permit(s), along with all state and federal requirements, where applicable.

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of **250** gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of **250** gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

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

TOWN

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

OWNER

Cliff and Pamela Reliford
2626 Pantall Rd
Thompson's Station, TN 37179

2. *Change of Address* - Any party to this Agreement may change such party's address for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

3. *Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.
4. *Joinder of Owner* - If the Developer/Owner is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer/Owner.
5. *Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
6. *No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.
7. *Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.
8. *Authority to Execute* – Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR

Date: _____

Exhibit "A"
Necessary Project Documents

Wastewater Capacity Reservation Application Form

A Wastewater Capacity Reservation application must be submitted when a property owner proposes new development or re-development of property that may increase the demand on existing infrastructure. The guidelines for determining capacity and issuing points of connection are located within the Capacity Reservation System Technical Memorandum. Complete the following and return to Town Hall with proof of property ownership: recorded deed, recorded deed of trust, title report, or title insurance. Applicant shall also provide map locating proposed connection point.

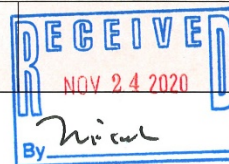
Title Owner Information				
Name				
Company				
Address				
City		State		Zip Code
Email			Phone Number	
Signature				

Applicant Information				
Name	Cliff & Pamela Reliford			
Company				
Address	2626 Pantall Rd			
City	Thompsons Station	State	TN	Zip Code 37179
Email	pmreliford@yahoo.com		Phone Number	615.604.0130
Signature	pamela Reliford			

Parcel / Property Information				
Service Address	Same as above			
City		State		Zip Code
Property Tax Account Number (s)	Map 145 Parcel 03600			
Building Project Number	Single family home - existing			
Tract Size (Acres or Sq. Ft.)	2 acres			

Type of Development					
<input type="checkbox"/>	New Construction	<input type="checkbox"/>	Replacement	<input type="checkbox"/>	Interior Only Remodel
<input type="checkbox"/>	Additional Building	<input type="checkbox"/>	Exterior Addition	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Tenant Build-Out	<input type="checkbox"/>	Conversion		

OFFICE USE ONLY	
Project Number: Check # 1114 - Cliff & Pamela Reliford	Date:



Existing Development		
Vacant (only if undeveloped) *		
Facility/Building Type		
Existing Number of Occupants/ Employees		
Existing Facility Square Footage		
Existing Flow (GPD)		
Additional Property Information (# of bathrooms, # of washers, etc.)		
Would like to change from existing septic to sewer		
with a possibility of an addition in the future		

*If vacant skip to next section

Proposed Development		
Single Family Residence (# of units) *		
Proposed Facility/Building Type		
Proposed Number of Occupants/ Employees	Existing Flow (GPD)	
Proposed Facility/Building Square Footage		
Proposed Development Acreage		
Proposed Flow (GPD)		
Additional Property Information (# of bathrooms, # of washers, etc.)		

*Single family residences include apartment, condos, and townhomes.

Exhibit “B”
Engineer’s Letter of Findings (ELF)

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

MEMO

DATE: February 17, 2021
TO: Cliff and Pamela Reliford
FROM: Micah Wood, AICP *Micah Wood*
Planning Director
SUBJECT: Wastewater Future Capacity Reservation Memo & Engineer Letter of Findings:
2626 Pantall Road

Please find attached the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment for your requested development as Developer/Owner.

Findings

Per the Development Capacity Assessment, the Town's future wastewater system has sufficient capacity and no improvements have been identified for the development of your project, as defined in the Reservation of Future Capacity Application.

Next Step

If you agree with the Development Capacity Assessment, a Reservation Agreement, template enclosed, must be entered and approved by the Board of Mayor and Aldermen (BOMA) within 60 days of the date of this letter in order to reserve future wastewater capacity as outlined in the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment. Otherwise, the Engineer Letter of Findings shall be considered lapsed for this project. At the time of the signing and submission of the Reservation Agreement by the Developer/Owner to the Town for approval by the BOMA, the payment of the required deposit amount of 25% of the allotted wastewater tap fees for the project must be remitted to the Town.

Plan Review & Agenda Process

Subject to the terms of the Reservation Agreement as approved by the BOMA, a Developer/Owner may seek approval for projects and submit application(s) for a concept plan and/or rezoning, from the Planning Commission, as per the standards of the Land Development Ordinance. No preliminary plat, site plan or final plat for development with a Reservation Agreement shall be considered by the Planning Commission until the Town's new wastewater treatment facility is operational, as defined by the State of Tennessee.

Please let me know if you would like to set a meeting to discuss this letter at your earliest convenience.

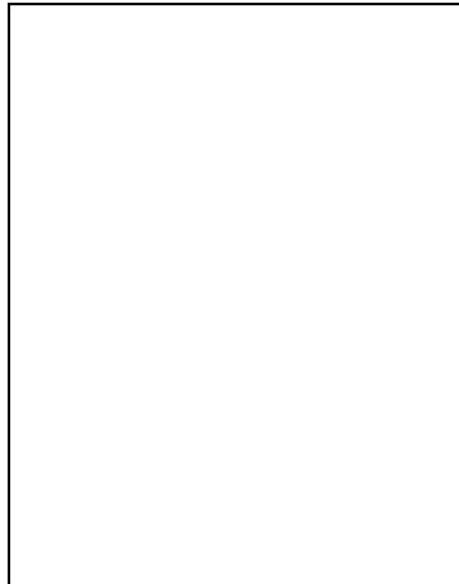
Enclosure: Engineer Letter of Findings
Template Reservation Agreement



Town of Thompson's Station, Tennessee
Engineer Letter of Findings

Development Overview

Date Submitted:	11/24/20
Development ID:	6
Development Name:	Reliford
Description:	1 Single Family Home
Requested Load (GPD):	250
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	Yes
Requestor Name:	Cliff Reliford



Capacity Assessment Results Overview

Capacity Certification Results: [Sufficient Capacity upon completion of the Town's planned improvements at the Regional wastewater plant.](#)

Description of Improvements: N/A

Exhibit "C"
Public Improvements

No public improvements required

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the **13** day of **April, 2021** (hereinafter the "Effective Date"), by and between **Grove Park Construction, LLC** with principal offices located at **PO Box 2966, Brentwood, Tennessee**, (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Developer, **Grove Park Construction, LLC** /Owner, **Freda G. Moon** is the owner of real property located on **4339 Columbia Pike** and identified as Williamson County tax map **118** parcel(s) **9.02**. The property contains approximately **63.39** acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned **T2 (T2 Rural)**.
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **Moon Property** (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated **March, 30, 2021**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **March, 30, 2021**, which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit "B"**.

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

II. GENERAL CONDITIONS

1. *Payment* – Where applicable, prior to the assignment by the Town to the Developer/Owner of the reservation of wastewater capacity, the Developer/Owner shall deliver to the Town the requisite payment pursuant to the terms and conditions as provided in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances.
 - a) The Town and the Developer/Owner (Grove Park) agree that should the Developer/Owner be unable to successfully obtain rezoning of the property relating to the project as provided herein, the initial requisite payment/deposit, as prescribed by the Town Code, shall be reimbursed in full and no reservation of wastewater capacity shall be provided or assigned to the Developer/Owner.
 - b) The Town and the Developer/Owner (Grove Park) agree that should the Developer/Owner be unable to successfully obtain preliminary plat approval for the project as provided herein, the initial requisite payment/deposit, as prescribed by the Town Code, shall be reimbursed in full and no reservation of wastewater capacity shall be provided or assigned to the Developer/Owner. Further, and as a condition precedent to the above, the Developer/Owner shall submit a preliminary plat encompassing the entire project.
2. *Approval of the Necessary Project Documents* - The Necessary Project Documents, which are attached hereto as **Collective Exhibit “A”** and incorporated herein by reference, shall be those required by the Town Staff, provided that the same are in compliance with Town rules and regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit “B”**.

3. *Construction:* - The Developer/Owner shall not carry on or permit construction activities under this Agreement at the Project location unless and until the Town has provided approval, pursuant to the terms and conditions herein and compliance by the Developer/Owner requirements, of **Collective Exhibit "A"**.
4. *Capacity Reservation:* - The Developer/Owner agrees, acknowledges, and accepts that the reservation of capacity is subject to the terms of the Engineer Letter of Findings (ELF) of which capacity may be dedicated permanently to the development provided:
 - a. All necessary water/sewer construction, as determined by the Town, has been completed, accepted, and dedicated to the Town of Thompson's Station to accommodate the reservation of Wastewater capacity as provided in the Engineer Letter of Findings (ELF);
 - b. All necessary construction submissions, as determined by the Town Staff, have been submitted by the Developer/Owner;
 - c. All required payments have been submitted by the Developer/Owner to the Town pursuant to Town code, ordinance and/or Land Development Ordinance (LDO);
 - d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.
 - e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.
5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.
6. *Developer/Owner's Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.
7. *Developer/Owner's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.
 - a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
 - b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.
 - c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.

- d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
 - e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.
8. *Duration of Reservation of Capacity* – The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance and dedication of the Membrane Bioreactor pump system (MBR) or the regional treatment plant facilities and of other requirements as provided herein. Further, the Town and the Developer/Owner agree the duration of the reservation for the (1) one-year term and possible renewal, pursuant to the terms enumerated in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, shall toll and commence upon written notice to the Developer/Owner of the availability of such reserved wastewater capacity to the Developer/Owner. The purpose of this section is to clarify that the (1) one-year duration of the reservation of capacity shall start upon the written notice by the Town to the Developer/Owner of when such time period shall commence based on and subject to the provisions as provided herein. Such one year time period may be extended pursuant to the provisions as provided within the Ordinance/Code During the one (1) year reservation of capacity, the Developer/Owner shall be responsible for obtaining all required approvals of the Project by the Town relating to all development plans/documents, to include, but not limited to: annexations, rezonings, site plans, and/or plat approvals, detailed construction plans and specifications, in accordance with the Town’s charter, ordinances, rules, regulations, policies, applicable permits, applicable sureties, as well as Federal and State laws, which shall be referred to as the Town’s Regulations. Upon the Developer/Owner obtaining approval by the Town as provided hereinabove of the Project relating to all Town Regulations, the Town shall allocate to the Developer/Owner/Owner the wastewater capacity that had been reserved for the Project. The Town shall grant such allocation of capacity for a period of (5) five years as to the use of the wastewater capacity by the Developer/Owner at which time the allocation shall terminate and revert to the Town, at no cost to the Town, unless within (6) six months of the expiration of the (5) five year term, the Developer/Owner makes application in writing and obtains approval by the Town, for an extension for a period of up to (3) three years as to the allocation as to the remaining wastewater capacity available for the Project. After the (3) three-year period has elapsed, the capacity shall revert to the Town, at no cost to the Town.
9. *Indemnity* - Developer/Owner shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer/Owner’s performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer/Owner, any subcontractor of the Developer/Owner, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer/Owner or subcontractor of the Developer/Owner. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer/Owner changing the volume or velocity of water

leaving the Developer/Owner's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.

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

15. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.
16. *Termination of Agreement* – This Agreement may be terminated by the Town if the Developer/Owner fails to comply fully with the terms and conditions of this Reservation Agreement.
 - a. The Town will give the Developer/Owner/Owner sixty (60) days written notice of the intent of the Town to terminate the Reservation Agreement, stating the reasons for termination, and giving the Developer/Owner a reasonable time to correct any failures in compliance, as determined by the Town.
 - b. If after receiving a Notice of Termination of the Reservation Agreement by the Town, the Developer/Owner corrects the non-compliance within the time specified in the Notice of Termination, the Reservation Agreement shall remain in full force and effect.
 - c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

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

17. *Transfers of Project Ownership* - Until all obligations of the Developer/Owner under this Reservation Agreement have been fully met and satisfied, the Developer/Owner agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a thirty (30) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee. Additionally, such transfer shall be subject to written approval by the Town as provided herein and no transfer shall be acknowledged and effective unless and until approved by the Town.
 - a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.
 - b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.

- c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.
- d. The Developer/Owner agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Reservation Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

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

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of **47,500** gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of **47,500** gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

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

TOWN	DEVELOPER	OWNER
Town of Thompson’s Station P. O Box 100 Thompson’s Station, TN 37179	Grove Park Construction, LLC PO Box 2699 Brentwood, TN 37024	Freda G. Moon 2177 Hillsboro Road Franklin, TN 37069

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

expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.

8. *Authority to Execute* – Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

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

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR

Date: _____

Exhibit “A”
Necessary Project Documents

Wastewater Capacity Reservation Application Form

A Wastewater Capacity Reservation application must be submitted when a property owner proposes new development or re-development of property that may increase the demand on existing infrastructure. The guidelines for determining capacity and issuing points of connection are located within the Capacity Reservation System Technical Memorandum. Complete the following and return to Town Hall with proof of property ownership: recorded deed, recorded deed of trust, title report, or title insurance. Applicant shall also provide map locating proposed connection point.

Title Owner Information					
Name	Freda G. Moon				
Company	N/A				
Address	2177 Hillsboro Road				
City	Franklin	State	TN	Zip Code	37069
Email	Freda.garrette@gmail.com			Phone Number	
Signature	<i>Freda G. Moon</i>				

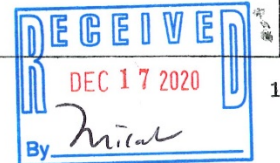
Applicant Information					
Name	Caldwell Lucas				
Company	Grove Park Construction, LLC				
Address	P.O. Box 2966				
City	Brentwood	State	TN	Zip Code	37024
Email	caldwell@grovetparkconstruction.com			Phone Number	615-678-7963
Signature	<i>[Signature]</i>				

Parcel / Property Information					
Service Address	4339 Columbia Pike				
City	Thompsons Station	State	TN	Zip Code	
Property Tax Account Number (s)	Map 118, Parcel 9.02				
Building Project Number					
Tract Size (Acres or Sq. Ft.)	63.39				

Type of Development					
	New Construction	XX	Replacement		Interior Only Remodel
	Additional Building		Exterior Addition		Other:
	Tenant Build-Out		Conversion		

OFFICE USE ONLY			
Project Number:		Date:	

check # 1108 - Blue print holdngs.



Existing Development		
Vacant (only if undeveloped) *		
Facility/Building Type	Residential	
Existing Number of Occupants/ Employees	Single Family Structure	
Existing Facility Square Footage		
Existing Flow (GPD)	350	
Additional Property Information (# of bathrooms, # of washers, etc.)		

*If vacant skip to next section

Proposed Development		
Single Family Residence (# of units) *	190	
Proposed Facility/Building Type	Residential	
Proposed Number of Occupants/ Employees	Existing Flow (GPD)	350
Proposed Facility/Building Square Footage		
Proposed Development Acreage		
Proposed Flow (GPD)	47,500	
Additional Property Information (# of bathrooms, # of washers, etc.)		

*Single family residences include apartment, condos, and townhomes.

Exhibit “B”
Engineer’s Letter of Findings (ELF)

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

MEMO

DATE: March 30, 2021
TO: Caldwell Lucas
FROM: Micah Wood, AICP *Micah Wood*
Planning Director
SUBJECT: Wastewater Future Capacity Reservation Memo & Engineer Letter of Findings:
Grove Park **updated**

Please find attached the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment for your requested development as Developer/Owner.

Findings

Per the Development Capacity Assessment, the Town's future wastewater system has sufficient capacity and no improvements have been identified for the development of your project, as defined in the Reservation of Future Capacity Application.

Next Step

If you agree with the Development Capacity Assessment, a Reservation Agreement, template enclosed, must be entered and approved by the Board of Mayor and Aldermen (BOMA) within 60 days of the date of this letter in order to reserve future wastewater capacity as outlined in the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment. Otherwise, the Engineer Letter of Findings shall be considered lapsed for this project. At the time of the signing and submission of the Reservation Agreement by the Developer/Owner to the Town for approval by the BOMA, the payment of the required deposit amount of 25% of the allotted wastewater tap fees for the project must be remitted to the Town.

Plan Review & Agenda Process- Updated

Subject to the terms of the Reservation Agreement as approved by the BOMA, a Developer/Owner may seek approval for projects and submit application(s) for a concept plan, rezoning, preliminary plat, and/or construction documents from the Planning Commission, as per the standards of the Land Development Ordinance. No site plan, final plat, or building permit for development with a Reservation Agreement shall be considered by the Planning Commission or Town Staff until the Town's new wastewater treatment facility is operational, as defined by the State of Tennessee.

Please let me know if you would like to set a meeting to discuss this letter at your earliest convenience.

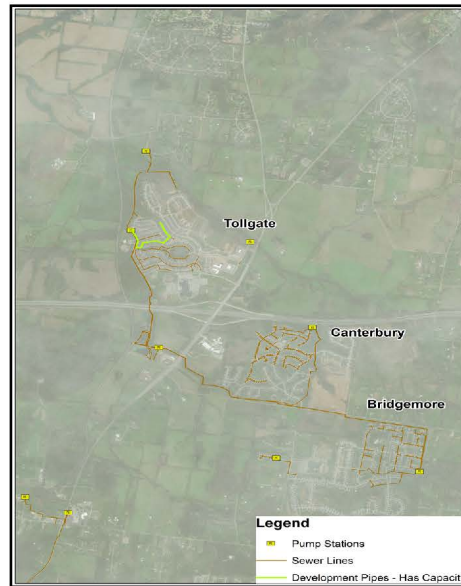
Enclosure: Engineer Letter of Findings
Template Reservation Agreement



Town of Thompson's Station, Tennessee
Engineer Letter of Findings

Development Overview

Date Submitted:	12/17/2020
Development ID:	3
Development Name:	Grove Park
Description:	190 Single Family Homes
Requested Load (GPD):	47,500
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	No
Requestor Name:	Caldwell Lucas



Capacity Assessment Results Overview

Capacity Certification Results: Sufficient Capacity upon completion of the Town's planned improvements at the Regional wastewater plant.

Description of Improvements: No improvements identified for modeled conditions.

Exhibit "C"
Public Improvements

No public improvements required

ORDINANCE NO. 2021-008

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND TITLE 15, CHAPTER 2 OF THE THOMPSON'S STATION'S MUNICIPAL
CODE REGARDING ALTERATION OF SPEED LIMITS**

WHEREAS, the need to update certain provisions of Title 15, Chapter 2 of the Municipal Code for the benefit of the citizens of Thompson's Station has become apparent to Town Staff, and

WHEREAS, the need of the Town to act in a consistent and expeditious manner to address speeding concerns is important to the Town, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of an amendment to various portions of Title 15, Chapter 2 as proposed herein to create updated standards for the setting of speed limits, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to address various provisions of Title 15, Chapter 2; and

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

Section 1. That the Town of Thompson's Station's Municipal Code, Title 15, Chapter 2 is amended with the language as provided hereinafter.

Section 2. That Title 15, Chapter 2 is amended as follows (with additions in *italics* and deletions in ~~strikethrough~~):

...

15-205. Alteration of Speed Limits.

(1) *State Highways: Whenever the Board of Mayor and Aldermen determines on the basis of an engineering and traffic investigation that the maximum speed permitted by law on a highway designated as a state highway is greater than is reasonable and safe under the conditions found to exist upon the highway, or part of such highway, the Board of Mayor and Aldermen may by resolution determine and declare a lower maximum speed limit thereon.*

(2) *Town Roads & Streets: Whenever the Board of Mayor and Aldermen determines that the maximum speed permitted on a Town road or street other than a highway designated as a state highway is greater or less than is reasonable and safe under the conditions found to exist upon the street, or part of such street, the Board of Mayor and Aldermen may by resolution determine and declare a reasonable and safe maximum limit thereon. Before passing such resolution, the Board of Mayor and Aldermen may request an engineering and traffic investigation.*

(3) Special Speed Zones: Engineering and traffic investigations used to establish special speed zone locations and speed limits under this section shall be made in accordance with established traffic engineering practices and in a manner that conforms to the Tennessee Manual on Uniform Traffic Control Devices, as amended. Documentation of the investigation shall be maintained in the Town's records.

(4) Effective Time: Any altered speed limit established as authorized in this section shall be effective at all times when appropriate signs giving notice thereof are erected upon such street or highway.

Section 4. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

Section 5. If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 6. This ordinance shall take effect upon the final reading and approval by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

Monthly Finance Report

Town of Thompson's Station

For the period ended March 31, 2021



Prepared by

Steve Banks, Finance Director

Prepared on

April 6, 2021

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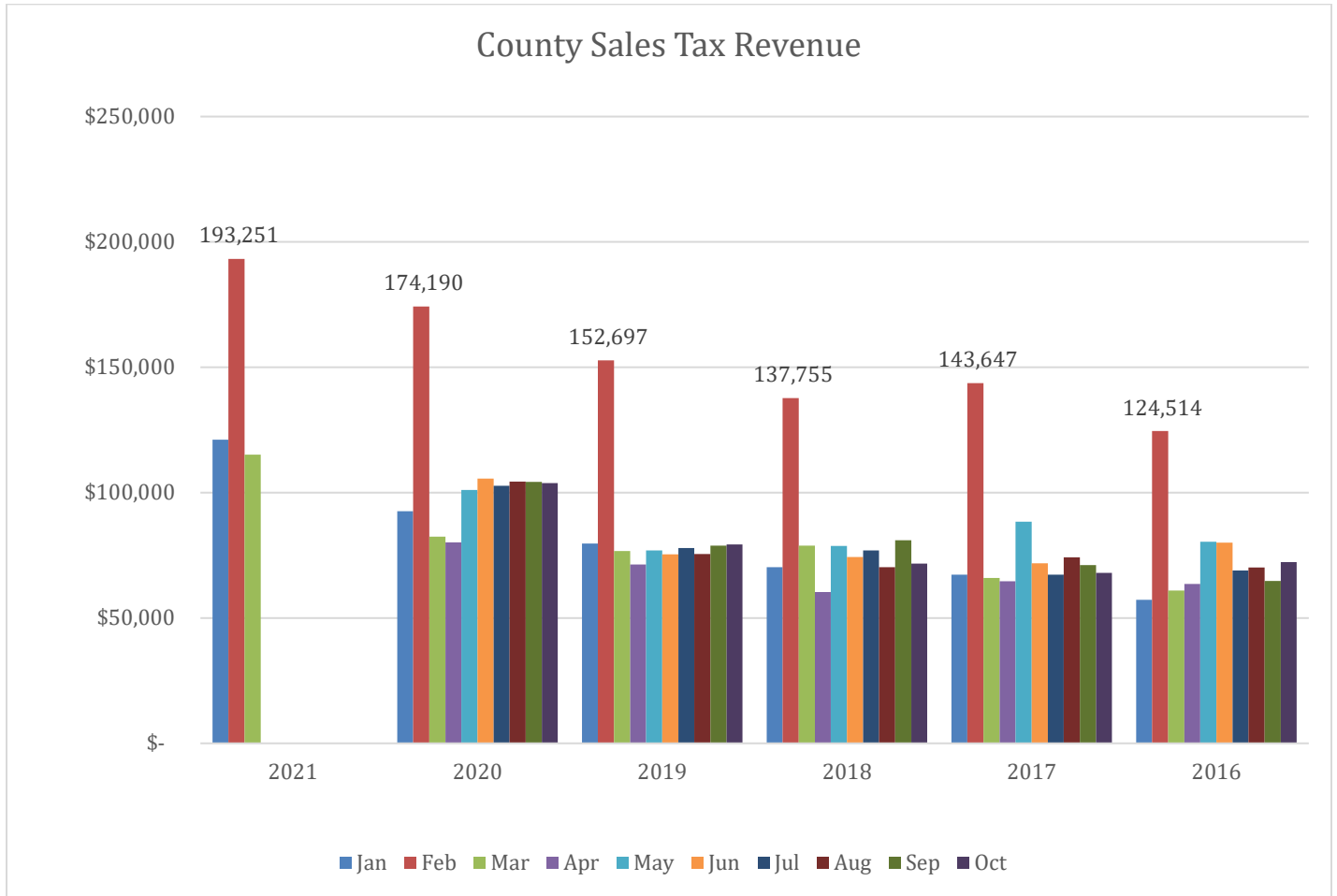
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Financial Summary - Notes

County Sales Tax Revenue is received at the end of each month and typically lags by 2 months.



The State of TN Cares Act granted the Town a total amount of \$91,710 of which we expended \$48,316

Items purchased:

- Hand Sanitizers stands
- Clear Partitions for BOMA and staff
- Masks for staff
- 3 Laptops for staff to work remotely
- Chairs for public meetings that are easier and safer to maintain
- Deep cleaning services for all buildings

New Residential Permits Issued

New Residential Permits Issued 2016 -2020

Monthly Comparison

	2016	2017	2018	2019	2020	2021
January	17	11	12	19	9	21
February	16	29	24	6	13	11
March	23	21	17	16	11	
April	19	6	24	33	21	
May	23	18	15	23	16	
June	24	13	10	14	22	
July	10	21	17	13	12	
August	19	17	31	25	6	
September	4	26	21	15	19	
October	17	9	17	8	10	
November	13	43	12	15	5	
December	13	8	5	16	9	
TOTAL FOR YEAR:	198	222	205	203	153	32
SFR:	153	181	173	160	110	16
TWN:	39	33	22	26	35	4
OTHER:	6	8	10	17	8	12

Wastewater Fund info

The data is received from HB&TS each month. We now have a new billing software (Ampstun) in place. This will help collect and consolidate the data in a more efficient manner.

4/6/2021 12:44:16PM

Town of Thompson's Station

Page 1 of 2

Usage Breakdown
 Billing Cycle: 1
 For Period 10/1/2020 - 3/31/2021
 Service Type: Wastewater
 Show Details: False
 Subtotal By: CustomerType

	Usage	Amount
Total Customer Type Builder Count: 95	104,168	8,611.25
Total Customer Type Commercial WW Count: 58	50,582	115,462.72
Total Customer Type Unknown Count: 1	245	81.20
Total Customer Type Wastewater Count: 1,895	593,043	503,011.15

49.00

Period	Usage	Amount
10/1/2020 - 10/31/2020	164,591	\$103,225.32
11/1/2020 - 11/30/2020	149,952	\$100,255.89
12/1/2020 - 12/31/2020	155,338	\$101,768.58
1/1/2021 - 1/31/2021	65,784	\$110,269.98
2/1/2021 - 2/28/2021	126,184	\$101,062.47
3/1/2021 - 3/31/2021	86,189	\$110,584.08
	748,038	\$627,166.32

4/6/2021 12:44:16PM

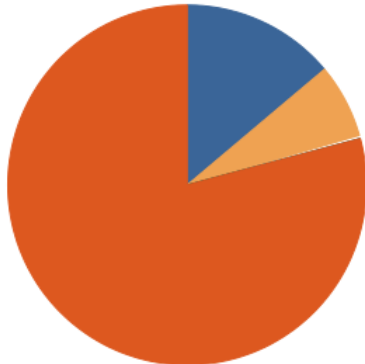
Town of Thompson's Station

Page 2 of 2

Usage Breakdown
 Billing Cycle: 1
 For Period 10/1/2020 - 3/31/2021
 Service Type: Wastewater
 Show Details: False
 Subtotal By: CustomerType

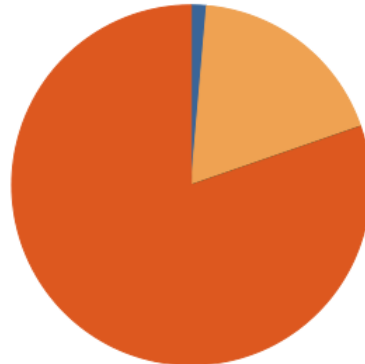
Usage Amount

Usage By Customer Type



Builder	13.9%
Commercial WW	6.8%
Unknown	0.0%
Wastewater	79.3%
Total	100.0%

Amount By Customer Type



Builder	1.4%
Commercial WW	18.4%
Unknown	0.0%
Wastewater	80.2%
Total	100.0%

General Fund: Budget VS Actuals

July 2020 - June 2021

	General Fund				Total			
	Actual	Budget	Remaining	% of Budget	Actual	Budget	Remaining	% of Budget
REVENUES								
34100 Total Property Tax Revenues	286,565	290,000	3,435	99.00 %	286,565	290,000	3,435	99.00 %
34200 Total Sales Tax Revenues	1,562,593	1,650,000	87,407	95.00 %	1,562,593	1,650,000	87,407	95.00 %
34300 Total Gas Tax Revenues	133,688	175,000	41,312	76.00 %	133,688	175,000	41,312	76.00 %
34400 Total Building/Impact Fees	790,467	702,000	-88,467	113.00 %	790,467	702,000	-88,467	113.00 %
34500 Total Alcohol Tax Revenues	116,612	134,600	17,988	87.00 %	116,612	134,600	17,988	87.00 %
34600 Total Grants	164,926	164,000	-926	101.00 %	164,926	164,000	-926	101.00 %
34700 Total All Other Revenues	66,347	137,200	70,853	48.00 %	66,347	137,200	70,853	48.00 %
Total Revenues	3,121,197	3,252,800	131,603	96.00 %	3,121,197	3,252,800	131,603	96.00 %
EXPENDITURES								
43100 Total Payroll Costs	570,405	858,634	288,229	66.00 %	570,405	858,634	288,229	66.00 %
43200 Total Streets and Roads	107,764	236,000	128,236	46.00 %	107,764	236,000	128,236	46.00 %
43300 Total Professional Fees	233,581	413,000	179,419	57.00 %	233,581	413,000	179,419	57.00 %
43400 Total Operating Costs	174,595	243,650	69,055	72.00 %	174,595	243,650	69,055	72.00 %
43500 Total County Services	108,122	133,000	24,878	81.00 %	108,122	133,000	24,878	81.00 %
49030 Debt Service	294,555	294,211	-344	100.00 %	294,555	294,211	-344	100.00 %
49900 Total Capital Improvement Costs	435,200	2,904,000	2,468,800	15.00 %	435,200	2,904,000	2,468,800	15.00 %
Total Expenditures	1,924,223	5,082,495	3,158,272	38.00 %	1,924,223	5,082,495	3,158,272	38.00 %
NET CHANGE IN FUNDS	1,196,975	-1,829,695	-3,026,670	-65.00 %	1,196,975	-1,829,695	-3,026,670	-65.00 %
NET CHANGE	\$1,196,975	\$ -1,829,695	\$ -3,026,670	-65.00 %	\$1,196,975	\$ -1,829,695	\$ -3,026,670	-65.00 %

General Fund - Statement of Activities

July 2020 - March 2021

	Jul - Sep, 2020				Oct - Dec, 2020				Jan - Mar, 2021				Total			
	Current	Jul - Sep, 2019 (PY)	Change	% Change	Current	Oct - Dec, 2019 (PY)	Change	% Change	Current	Jan - Mar, 2020 (PY)	Change	% Change	Current	Jul 2019 - Mar 2020 (PY)	Change	% Change
REVENUES																
34100 Total Property Tax Revenues	1,111	2,888	-1,777	-62.00 %	24,822	33,577	-8,755	-26.00 %	260,632	246,089	14,543	6.00 %	286,565	282,553	4,012	1.00 %
34200 Total Sales Tax Revenues	505,962	374,680	131,282	35.00 %	463,671	393,186	70,485	18.00 %	592,945	503,457	89,488	18.00 %	1,562,578	1,271,323	291,255	23.00 %
34300 Total Gas Tax Revenues	44,417	46,710	-2,293	-5.00 %	45,916	47,409	-1,494	-3.00 %	43,355	45,187	-1,832	-4.00 %	133,688	139,306	-5,619	-4.00 %
34400 Total Building/Impact Fees	346,022	259,659	86,363	33.00 %	203,893	341,497	-137,604	-40.00 %	240,352	383,777	-143,425	-37.00 %	790,267	984,933	-194,666	-20.00 %
34500 Total Alcohol Tax Revenues	42,595	34,299	8,297	24.00 %	34,444	33,275	1,169	4.00 %	39,573	29,493	10,080	34.00 %	116,612	97,066	19,546	20.00 %
34600 Total Grants	164,926		164,926										164,926	0	164,926	0%
34700 Total All Other Revenues	21,244	21,461	-217	-1.00 %	23,281	16,401	6,880	42.00 %	21,822	17,989	3,833	21.00 %	66,347	55,852	10,496	19.00 %
Total Revenues	1,126,278	739,697	386,581	52.00 %	796,026	865,344	-69,318	-8.00 %	1,198,679	1,225,992	-27,313	-2.00 %	3,120,982	2,831,033	289,950	10.00 %
EXPENDITURES																
43100 Total Payroll Costs	194,157	194,923	-766	-0.00 %	248,179	226,822	21,357	9.00 %	126,480	212,113	-85,633	-40.00 %	568,816	633,858	-65,042	-10.00 %
43200 Total Streets and Roads	33,675	19,327	14,348	74.00 %	26,890	17,801	9,089	51.00 %	47,199	26,602	20,596	77.00 %	107,764	63,731	44,033	69.00 %
43300 Total Professional Fees	60,045	87,114	-27,069	-31.00 %	78,950	174,254	-95,304	-55.00 %	94,587	181,707	-87,121	-48.00 %	233,581	443,074	-209,493	-47.00 %
43400 Total Operating Costs	92,414	103,092	-10,678	-10.00 %	72,264	58,472	13,792	24.00 %	9,233	28,591	-19,358	-68.00 %	173,912	190,156	-16,244	-9.00 %
43500 Total County Services	108,122	26,978	81,145	301.00 %		26,978	-26,978	-100.00 %		26,978	-26,978	-100.00 %	108,122	80,933	27,190	34.00 %
49030 Debt Service	140,903	144,105	-3,202	-2.00 %					153,652	157,107	-3,455	-2.00 %	294,555	301,212	-6,657	-2.00 %
49900 Total Capital Improvement Costs	126,596	6,166	120,430	1,953.00 %	137,470	206,292	-68,823	-33.00 %	171,134	232,772	-61,638	-26.00 %	435,200	445,231	-10,031	-2.00 %
Total Expenditures	755,912	581,705	174,207	30.00 %	563,752	710,619	-146,866	-21.00 %	602,285	865,871	-263,586	-30.00 %	1,921,950	2,158,194	-236,244	-11.00 %
NET CHANGE IN FUNDS	370,365	157,992	212,373	134.00 %	232,274	154,726	77,548	50.00 %	596,393	360,121	236,273	66.00 %	1,199,032	672,838	526,194	78.00 %
NET CHANGE	\$370,365	\$157,992	\$212,373	134.00 %	\$232,274	\$154,726	\$77,548	50.00 %	\$596,393	\$360,121	\$236,273	66.00 %	\$1,199,032	\$672,838	\$526,194	78.00 %

	Jul 2020		Aug 2020		Sep 2020		Oct 2020		Nov 2020		Dec 2020		Jan 2021		Feb 2021		Mar 2021		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Sep 2019 (PY)	Current	Oct 2019 (PY)	Current	Nov 2019 (PY)	Current	Dec 2019 (PY)	Current	Jan 2020 (PY)	Current	Feb 2020 (PY)	Current	Mar 2020 (PY)		Current
41221 Printing, Forms & Photocopy Exp		467														46			0	513
41231 Publication of Legal Notices		95	236	208	47	52	86	307		568		1,164		229	610	258		161	979	3,042
41235 Memberships & Subscriptions	1,785	1,750			452		861	840	36	213		269	269	160	335	250			3,738	3,482
41241 Utilities - Electricity	940	938	1,129	1,223	1,030	1,168	697	1,080	1,229	905	672	792	875	1,021	1,201	1,121	1,113	1,112	8,886	9,360
41242 Utilities - Water	191	257	172	210	163	271	212	283	180	292	195	285	168	252	482	135	171	333	1,934	2,319
41244 Utilities - Gas	79	78	79	82	79	82	79	78	85	99	128	256	211	164	215	199	227	97	1,180	1,135
41245 Telecommunications Expense	450	405	450	425	450	440	4,607	440	492	440	1,296	440	450	440	974	440	974	450	10,143	3,920
41255 Software subscription/maint																	17,594		17,594	0
41265 Parks & Rec. Expense	500	500	500	500	519	1,817	2,189	563	500	6,346	500	836	1,973	1,453	981	1,330	1,377	104	9,040	13,449
41266 Repairs & Maint - Bldg										761	271	361	1,864	790	1,123	19	2,410	1,700	5,668	3,631
41280 Travel Expense		774							74							56		196	74	1,026
41285 Continuing Education Expense		1,493	319		219	165	319	200	1,320	755		1,463		405	280	615	1,199	415	3,656	5,510
41300 Economic Development Expense	399	500				599	200	200		75		200	2,257	297			500	53	3,356	1,924
41311 Office Expense	7,935	6,692	5,980	19,736	6,234	7,004	8,996	12,623	7,258	4,970	38,387	19,674	-2,015	3,284	-15,895	4,106	-13,616	4,810	43,265	82,900
41320 Supplies Expense											248								248	0
41511 Insurance - Property		23,064	28,646		-1,500	-1,250												449	27,146	22,263
41512 Insurance - Workers Comp.			15,233	14,486			310			258									15,543	14,744
41513 Insurance - Liability				16,009	4,582														4,582	16,009
41515 Insurance - Auto				2,694	3,204														3,204	2,694
41516 Insurance - E & O					10,624														10,624	0
41899 Other Expenses															803		125		928	0
42100 Permits and Fees					1,000														1,000	0
Total 43400 Total Operating Costs	12,280	37,170	52,743	55,573	27,392	10,348	18,572	16,614	11,294	15,954	42,398	25,905	6,051	8,507	-8,892	10,205	12,074	9,879	173,912	190,156
43500 Total County Services																			0	0
41291 Animal Control Services	8,122	659		659		659		659		659		659		659		659		659	8,122	5,933
41800 Emergency Services	100,000	8,333		8,333		8,333		8,333		8,333		8,333		8,333		8,333		8,333	100,000	75,000
Total 43500 Total County Services	108,122	8,993		8,993		8,993		8,993		8,993		8,993		8,993		8,993		8,993	108,122	80,933
49030 Debt Service					140,903	144,105											153,652	157,107	294,555	301,212
49900 Total Capital Improvement Costs																			0	0
41940 Capital Projects																			0	0
1555 Office Renovations						1,966													0	1,966
Approved Budget Capital Expenditures							18,960	79,502	3,375	12,558	20,218		11,550		40,951		91,420	320	186,473	92,380
Critz Lane Phase 1	28,800	9,331	4,200	1,270	332		600	9,800		99,832	1,400	211,217		9,435	1,780	11,800	43,513		346,284	
Park Improvements		37,145		50,050		49,110		7,285	4,600	37,590		19,399				4,635			205,214	4,600
Total 41940 Capital Projects	28,800	46,476	4,200	51,320	1,966	68,402	79,502	11,260	26,958	57,808	99,832	32,349	211,217	40,951	9,435	97,835	12,120	435,200	445,231	
Total 49900 Total Capital Improvement Costs	28,800	46,476	4,200	51,320	1,966	68,402	79,502	11,260	26,958	57,808	99,832	32,349	211,217	40,951	9,435	97,835	12,120	435,200	445,231	
Total Expenditures	236,276	149,155	189,547	152,294	330,090	280,256	207,266	269,496	111,090	199,251	245,397	241,872	125,156	380,376	108,162	152,046	368,968	333,449	1,921,950	2,158,194
NET CHANGE IN FUNDS	68,655	75,875	233,350	129,980	68,361	-47,863	49,356	-88,303	161,518	90,690	21,400	152,339	373,543	25,883	265,033	216,489	-42,183	117,748	1,199,032	672,838
NET CHANGE	\$68,655	\$75,875	\$233,350	\$129,980	\$68,361	\$-47,863	\$49,356	\$-88,303	\$161,518	\$90,690	\$21,400	\$152,339	\$373,543	\$25,883	\$265,033	\$216,489	\$-42,183	\$117,748	\$1,199,032	\$672,838

General Fund - Capital Expenditures

July 2020 - March 2021

Date	Transaction Type	Num	Num	Name	Division	Class	Memo/Description	Amount
Ordinary Income/Expenses								
Expenses								
49900 Total Capital Improvement Costs								
41940 Capital Projects								
Approved Budget Capital Expenditures								
10/26/2020	Bill	INV-78439	INV-78439	Dude Solutions	General Fund	8000 - Town Hall	Software connection and configuration fees	18,960
11/10/2020	Bill	118181003-1020	118181003-1020	Kimley-Horn	General Fund	9000 Parks Dep	ATP Grant - Greenways Phase 3 trailways	3,375
12/01/2020	Bill	118181003-1120	118181003-1120	Kimley-Horn	General Fund	9000 Parks Dep	ATP Grant - Greenways Phase 3 trailways	18,825
12/17/2020	Bill	82033	82033	Dude Solutions	General Fund	4500 Com Dev	Point and Pay merchant connection	1,393
01/01/2021	Bill	1181813-1220	1181813-1220	Kimley-Horn	General Fund	9000 Parks Dep	ATP Grant - Greenways Phase 3 trailways	5,775
01/31/2021	Bill	118181003-0121	118181003-0121	Kimley-Horn	General Fund	9000 Parks Dep	ATP Grant - Greenways Phase 3 trailways	5,775
02/10/2021	Check	6021	6021	Bobcat of Nashville	General Fund	6000 - Public Works	Woodchipper	40,951
03/01/2021	Bill	118181003-0221	118181003-0221	Kimley-Horn	General Fund	9000 Parks Dep	ATP Grant - Greenways Phase 3 trailways	8,475
03/16/2021	Bill	117066675	117066675	Deere & Company	General Fund	6000 - Public Works	John Deere Z960M ZTrak	11,445
03/17/2021	Bill	2293521	2293521	IDT Plans, LLC	General Fund	4500 Com Dev	IDT plans - Comm Develop software design	71,500
Total for Approved Budget Capital Expenditures								\$186,473
Critz Lane Phase 1								
07/31/2020	Check	5880	5880	Richard and Linda Emeott	General Fund	4500 Com Dev	ROW Tract #18	26,719
07/31/2020	Check	5881	5881	Wells Fargo Bank	General Fund	4500 Com Dev	ROW Tract #18 - Richard and Linda Emeott	2,081
08/01/2020	Bill	1507	1507	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Com Dev	ROW Critz Lane phase 1	260
08/01/2020	Bill	20-11732	20-11732	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI Services for Critz Lane Phase 1 pre-bid	8,890
08/01/2020	Bill	20-11732	20-11732	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI pre-bidding out of pocket expenses	181
09/11/2020	Bill	1538	1538	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Com Dev	ROW and other Critz project	1,020
09/18/2020	Check	5917	5917	Benjamin and Claire Hailey	General Fund	4500 Com Dev	Mail box compenstation	250
10/08/2020	Check	5930	5930	Williamson County Register of Deeds	General Fund	4500 Com Dev	2730 Critz Lane - Tract 18	12
10/09/2020	Bill	1571	1571	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Com Dev	Closing for Critz Lane ROW	320
11/13/2020	Bill	1583	1583	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Com Dev	Critz ROW closings	600
01/01/2021	Bill	547	547	R & D Enterprises, Inc.	General Fund	4500 Com Dev	Tract 07 - T Evans	1,400

Date	Transaction Type	Num	Num	Name	Division	Class	Memo/Description	Amount
03/12/2021	Bill	1664	1664	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	8000 - Town Hall	General legal services	1,780
Total for Critz Lane Phase 1							\$43,513	
Park Improvements								
08/01/2020	Bill	118181003-0720	118181003-0720	Kimley-Horn	General Fund	9000 Parks Dep	ATP Grant - Greenways Phase 3 trailways	15,475
08/01/2020	Bill	118181002-0720	118181002-0720	Kimley-Horn	General Fund	9000 Parks Dep	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	21,670
09/09/2020	Bill	118181002-0820	118181002-0820	Kimley-Horn	General Fund	9000 Parks Dep	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	23,425
09/09/2020	Bill	118181003-0820	118181003-0820	Kimley-Horn	General Fund	9000 Parks Dep	ATP Grant - Greenways Phase 3 trailways	26,625
10/01/2020	Bill	118181002-0920	118181002-0920	Kimley-Horn	General Fund	9000 Parks Dep	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	17,785
10/01/2020	Bill	118181003-0920	118181003-0920	Kimley-Horn	General Fund	9000 Parks Dep	ATP Grant - Greenways Phase 3 trailways	31,325
11/10/2020	Bill	118181002-1020	118181002-1020	Kimley-Horn	General Fund	9000 Parks Dep	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	7,285
12/01/2020	Bill	118181002-1120	118181002-1120	Kimley-Horn	General Fund	9000 Parks Dep	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	12,905
12/01/2020	Bill	118181004-1120	118181004-1120	Kimley-Horn	General Fund	9000 Parks Dep	Clayton Arnold Connector walkway design	9,250
12/03/2020	Bill	L00813011	L00813011	Thompson Machinery	General Fund	9000 Parks Dep	Rental for parking Lot at Preservation Park	2,835
12/11/2020	Bill	Rock Hauled	Rock Hauled	Williamson County Highway Dept.	General Fund	9000 Parks Dep	Rock for parking lot addition at Preservation Park	12,600
01/01/2021	Bill	L0081302	L0081302	Thompson Machinery	General Fund	9000 Parks Dep	Additional parking area	2,329
01/01/2021	Bill	118181004-1220	118181004-1220	Kimley-Horn	General Fund	9000 Parks Dep	Clayton Arnold Connector walkway design	5,400
01/01/2021	Bill	118181002-1220	118181002-1220	Kimley-Horn	General Fund	9000 Parks Dep	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	7,285
01/31/2021	Bill	118181002-0121	118181002-0121	Kimley-Horn	General Fund	9000 Parks Dep	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	4,385
03/01/2021	Bill	118181002-0221	118181002-0221	Kimley-Horn	General Fund	9000 Parks Dep	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	1,035
03/01/2021	Bill	118181004-0221	118181004-0221	Kimley-Horn	General Fund	9000 Parks Dep	Clayton Arnold Connector walkway design	3,600
Total for Park Improvements							\$205,214	
Total for 41940 Capital Projects							\$435,200	
Total for 49900 Total Capital Improvement Costs							\$435,200	

Date	Transaction Type	Num	Num	Name	Division	Class	Memo/Description	Amount
Total for Expenses							\$435,200	
Net Income							\$ -435,200	

General Fund Debt Obligations

July 2020 - March 2021

Date	Transaction Type	Num	Num	Name	Division	Class	Memo/Description	Amount	Balance
Ordinary Income/Expenses									
Expenses									
49030 Debt Service									
09/09/2020	Check	5908	5908	First Horizon Bank	General Fund	8000 - Town Hall	Interest payment - Loan 80303732	18,705	18,705
09/23/2020	Bill	Note1680263	Note1680263	First Farmers & Merchants Bank	General Fund	8000 - Town Hall	Principle -	115,300	134,005
09/23/2020	Bill	Note1680263	Note1680263	First Farmers & Merchants Bank	General Fund	8000 - Town Hall	Interest	6,898	140,903
03/12/2021	Check	6041	6041	First Horizon Bank	General Fund	8000 - Town Hall	Series 2018 Note	148,705	289,608
03/24/2021	Bill	Loan	Loan	First Farmers & Merchants Bank	General Fund	8000 - Town Hall	Interest on Loan	4,947	294,555
Total for 49030 Debt Service								\$294,555	
Total for Expenses								\$294,555	
Net Income								\$ -294,555	

NOTE

First Horizon note payable
 Balance \$1,290,000 Interest Rate is 2.90% Interest paid semi-annually, principal paid annually

First Farmers note payable
 Balance \$ 345,900 Interest Rate is 2.85 % Interest paid semi-annually, principal paid annually

Wastewater Fund Budget VS Actuals

July 2020 - March 2021

	Wastewater					Total				
	Actual	Budget	over Budget	Remaining	% Remaining	Actual	Budget	over Budget	Remaining	% Remaining
INCOME										
34090 Total Wastewater Fees	995,919	984,726	11,193	-11,193	-1.00 %	995,919	984,726	11,193	-11,193	-1.00 %
341090 Total Tap Fees	462,003	234,378	227,625	-227,625	-97.00 %	462,003	234,378	227,625	-227,625	-97.00 %
34700 Total All Other Revenues	3,861	11,420	-7,559	7,559	66.00 %	3,861	11,420	-7,559	7,559	66.00 %
Total Income	1,461,783	1,230,524	231,259	-231,259	-19.00 %	1,461,783	1,230,524	231,259	-231,259	-19.00 %
GROSS PROFIT	1,461,783	1,230,524	231,259	-231,259	-19.00 %	1,461,783	1,230,524	231,259	-231,259	-19.00 %
EXPENSES										
43100 Total Payroll Costs	220,207	221,434	-1,227	1,227	1.00 %	220,207	221,434	-1,227	1,227	1.00 %
43200 Total Streets and Roads	454		454	-454		454	0	454	-454	0%
43300 Total Professional Fees	109,336	129,994	-20,658	20,658	16.00 %	109,336	129,994	-20,658	20,658	16.00 %
43400 Total Operating Costs	160,032	173,618	-13,586	13,586	8.00 %	160,032	173,618	-13,586	13,586	8.00 %
43600 Total Interest Expense	5,432	7,128	-1,696	1,696	24.00 %	5,432	7,128	-1,696	1,696	24.00 %
49900 Total Capital Improvement Costs	1,566,283	2,613,753	-1,047,470	1,047,470	40.00 %	1,566,283	2,613,753	-1,047,470	1,047,470	40.00 %
Total Expenses	2,061,744	3,145,927	-1,084,183	1,084,183	34.00 %	2,061,744	3,145,927	-1,084,183	1,084,183	34.00 %
NET OPERATING INCOME	-599,962	-1,915,403	1,315,441	-1,315,441	69.00 %	-599,962	-1,915,403	1,315,441	-1,315,441	69.00 %
OTHER EXPENSES										
Depreciation	337,500	397,458	-59,958	59,958	15.00 %	337,500	397,458	-59,958	59,958	15.00 %
Total Other Expenses	337,500	397,458	-59,958	59,958	15.00 %	337,500	397,458	-59,958	59,958	15.00 %
NET OTHER INCOME	-337,500	-397,458	59,958	-59,958	15.00 %	-337,500	-397,458	59,958	-59,958	15.00 %
NET INCOME	\$ -937,462	\$ -2,312,861	\$1,375,399	\$ -1,375,399	59.00 %	\$ -937,462	\$ -2,312,861	\$1,375,399	\$ -1,375,399	59.00 %

Wastewater Fund Statement of Activities

July 2020 - June 2021

	Jul - Sep, 2020				Oct - Dec, 2020				Jan - Mar, 2021				Apr - Jun, 2021				Total			
	Current	Jul - Sep, 2019 (PY)	Change	% Change	Current	Oct - Dec, 2019 (PY)	Change	% Change	Current	Jan - Mar, 2020 (PY)	Change	% Change	Current	Apr - Jun, 2020 (PY)	Change	% Change	Current	Jul 2019 - Jun 2020 (PY)	Change	% Change
INCOME																				
34090 Total Wastewater Fees	341,652	317,439	24,213	8.00 %	259,221	318,629	-59,408	-19.00 %	395,046	293,466	101,580	35.00 %		320,258	-320,258	-100.00 %	995,919	1,249,792	-253,873	-20.00 %
341090 Total Tap Fees	111,701	130,000	-18,299	-14.00 %	175,152	130,000	45,152	35.00 %	175,151	343,400	-168,249	-49.00 %		140,000	-140,000	-100.00 %	462,003	743,400	-281,397	-38.00 %
34700 Total All Other Revenues	1,909	6,057	-4,148	-68.00 %	1,530	4,165	-2,635	-63.00 %	422	5,293	-4,871	-92.00 %		24,115	-24,115	-100.00 %	3,861	39,631	-35,770	-90.00 %
Total Income	455,262	453,496	1,766	0.00 %	435,902	452,794	-16,892	-4.00 %	570,619	642,159	-71,541	-11.00 %	0	484,374	-484,374	-100.00 %	1,461,783	2,032,823	-571,040	-28.00 %
GROSS PROFIT																				
	455,262	453,496	1,766	0.00 %	435,902	452,794	-16,892	-4.00 %	570,619	642,159	-71,541	-11.00 %	0	484,374	-484,374	-100.00 %	1,461,783	2,032,823	-571,040	-28.00 %
EXPENSES																				
43100 Total Payroll Costs	36,146	35,600	547	2.00 %	42,454	35,600	6,855	19.00 %	141,606	40,854	100,753	247.00 %		53,765	-53,765	-100.00 %	220,207	165,817	54,390	33.00 %
43200 Total Streets and Roads					224		224		230	411	-181	-44.00 %					454	411	43	10.00 %
43300 Total Professional Fees	2,800	17,399	-14,599	-84.00 %	15,161	48,579	-33,419	-69.00 %	91,375	41,640	49,735	119.00 %		180,452	-180,452	-100.00 %	109,336	288,071	-178,735	-62.00 %
43400 Total Operating Costs	40,694	50,185	-9,491	-19.00 %	55,524	51,935	3,589	7.00 %	63,814	40,454	23,360	58.00 %		32,904	-32,904	-100.00 %	160,032	175,478	-15,446	-9.00 %
43600 Total Interest Expense	1,970	2,666	-696	-26.00 %	1,815	2,466	-650	-26.00 %	1,646	2,295	-649	-28.00 %		2,145	-2,145	-100.00 %	5,432	9,572	-4,140	-43.00 %
49900 Total Capital Improvement Costs	831,931	8,412	823,519	9,790.00 %	700,364	519,197	181,166	35.00 %	33,989	615,182	-581,193	-94.00 %		962,646	-962,646	-100.00 %	1,566,283	2,105,436	-539,154	-26.00 %
Total Expenses	913,542	114,262	799,280	700.00 %	815,542	657,777	157,766	24.00 %	332,660	740,836	-408,176	-55.00 %	0	1,231,912	-1,231,912	-100.00 %	2,061,744	2,744,786	-683,042	-25.00 %
NET OPERATING INCOME	-458,279	339,235	-797,514	-235.00 %	-379,641	-204,983	-174,657	-85.00 %	237,958	-98,677	336,636	341.00 %	0	-747,538	747,538	100.00 %	-599,962	-711,964	112,002	16.00 %
OTHER EXPENSES																				
Depreciation	112,500	112,500	0	0.00 %	112,500	112,500	0	0.00 %	112,500	112,500	0	0.00 %	37,500	112,500	-75,000	-67.00 %	375,000	450,000	-75,000	-17.00 %
Total Other Expenses	112,500	112,500	0	0.00 %	112,500	112,500	0	0.00 %	112,500	112,500	0	0.00 %	37,500	112,500	-75,000	-67.00 %	375,000	450,000	-75,000	-17.00 %
NET OTHER INCOME	-112,500	-112,500	0	0.00 %	-112,500	-112,500	0	0.00 %	-112,500	-112,500	0	0.00 %	-37,500	-112,500	75,000	67.00 %	-375,000	-450,000	75,000	17.00 %
NET INCOME	\$ -570,779	\$ 226,735	\$ -797,514	-352.00 %	\$ -492,141	\$ -317,483	\$ -174,657	-55.00 %	\$ 125,458	\$ -211,177	\$ 336,636	159.00 %	\$ -37,500	\$ -860,038	\$ 822,538	96.00 %	\$ -974,962	\$ -1,161,964	\$ 187,002	16.00 %

Wastewater Fund EXPANDED Activities

July 2020 - March 2021

	Jul 2020		Aug 2020		Sep 2020		Oct 2020		Nov 2020		Dec 2020		Jan 2021		Feb 2021		Mar 2021		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Sep 2019 (PY)	Current	Oct 2019 (PY)	Current	Nov 2019 (PY)	Current	Dec 2019 (PY)	Current	Jan 2020 (PY)	Current	Feb 2020 (PY)	Current	Mar 2020 (PY)		Current
INCOME																				
34090 Total Wastewater Fees																			0	0
31000 Wastewater Treatment Fees	111,955	101,578	111,026	105,522	116,871	99,268	103,166	108,070	52,409	109,792	101,847	91,215	110,320	100,314	100,866	92,976	109,359	93,232	917,818	901,968
31010 Septage Disposal Fees	750	750	600	750	450	650	700	350	600	800	500	750	550	900	500	900		900	4,650	6,750
31015 Effluent Disposal Fee																	73,451		73,451	0
31050 Late Payment Penalty		3,460		1,782		3,678		2,230		2,543		2,880		2,597		1,646				20,816
Total 34090 Total Wastewater Fees	112,705	105,788	111,626	108,054	117,321	103,597	103,866	110,650	53,009	113,135	102,347	94,844	110,870	103,811	101,366	95,523	182,810	94,132	995,919	929,534
341090 Total Tap Fees																			0	0
33000 Tap Fees	43,900	32,500	28,250	62,500	39,550	35,000	62,151	15,000	62,151	75,000	50,850	40,000	118,650	22,500	56,501	40,000		280,900	462,003	603,400
Total 341090 Total Tap Fees	43,900	32,500	28,250	62,500	39,550	35,000	62,151	15,000	62,151	75,000	50,850	40,000	118,650	22,500	56,501	40,000		280,900	462,003	603,400
34700 Total All Other Revenues																			0	0
36120 Interest Earned - Invest. Accts	682	1,916	637	2,088	590	1,984	561	-45	503	2,079	465	2,061	32	2,040	188	1,850	201	1,403	3,861	15,375
37990 Other Revenue		70										70								140
Total 34700 Total All Other Revenues	682	1,986	637	2,088	590	1,984	561	-45	503	2,079	465	2,131	32	2,040	188	1,850	201	1,403	3,861	15,515
Total Income	157,287	140,274	140,514	172,642	157,462	140,580	166,578	125,605	115,662	190,214	153,662	136,975	229,552	128,352	158,055	137,373	183,011	376,435	1,461,783	1,548,449
GROSS PROFIT	157,287	140,274	140,514	172,642	157,462	140,580	166,578	125,605	115,662	190,214	153,662	136,975	229,552	128,352	158,055	137,373	183,011	376,435	1,461,783	1,548,449
EXPENSES																				
43100 Total Payroll Costs																			0	0
41110 Payroll Expense	9,351	9,061	9,351	9,317	9,351	9,189	9,351	9,189	9,351	9,189	14,977	9,189	88,678	13,784	19,461	9,189	18,904	9,189	188,774	87,296
41141 Payroll Taxes - FICA	580	562	580	578	580	570	580	570	580	570	929	570	5,478	855	594	570	594	570	10,494	5,412
41142 Payroll Taxes - Medicare	136	131	136	135	136	133	136	133	136	133	217	133	1,281	200	139	133	139	133	2,454	1,266
41147 Payroll Taxes - SUTA													242		44	78			286	78
41289 Employee Retirement Expense	468	453	468	466	468	459	468	459	468	459	719	459	479	689	479	459	479	459	4,494	4,365
41514 Insurance - Employee Medical	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,550	1,515	1,550	1,515	1,515	1,515	13,705	13,635
Total 43100 Total Payroll Costs	12,049	11,722	12,049	12,011	12,049	11,867	12,049	11,867	12,049	11,867	18,357	11,866	97,708	17,042	22,267	11,945	21,631	11,866	220,207	112,053
43200 Total Streets and Roads																			0	0
41264 Repairs & Maint - Vehicles																		209	0	209
41270 Vehicle Fuel & Oil Expense							224								230	202			454	202
Total 43200 Total Streets and Roads							224								230	202		209	454	411
43300 Total Professional Fees																			0	0
41252 Prof. Fees - Legal Fees			1,600		1,200	3,960	2,920	3,440	1,920	2,300	5,120	720	11,820	1,240		6,140	7,880	8,000	32,460	25,800
41253 Prof. Fees - Auditor																2,500			0	2,500
41254 Prof. Fees-Consulting Engineers				4,553			100,043	12,855	-95,545	20,507	703	8,758	18,923	3,966	5,906	5,947	46,121		76,151	56,585
41259 Prof. Fees - Other		3,120		1,003		4,763								11,779		725		2,069	725	22,734
Total 43300 Total Professional Fees		3,120	1,600	5,556	1,200	8,723	102,963	16,295	-93,625	22,807	5,823	9,478	30,743	16,985	5,906	14,587	54,726	10,069	109,336	107,619
43400 Total Operating Costs																			0	0
41211 Postage, Freight & Express Chgs	698	456	456	669	708	456	1,363	655	916	914	641	648	688	456	736	647	735	669	6,941	5,571
41220 Lab Water Testing			325		163	163		163	313		676					351	1,539	163	2,339	1,514
41221 Printing, Forms & Photocopy Exp	486			492	1,140	951				1,393	539	458	311		322	458	321	466	3,422	3,915
41235 Memberships & Subscriptions	870											700	700						1,570	700
41241 Utilities - Electricity	6,478	8,314	6,288	7,726	8,756	7,360	7,913	7,871	7,604	8,298	7,535	7,065	6,793	8,181	7,130	7,451	6,555	6,972	65,053	69,238
41242 Utilities - Water	187	111	306	292	207	338	186	295	163	223	169	235	176	224	310	298	222	255	1,926	2,271
41245 Telecommunications Expense	155	155	155	155	635	165	155	155	285	155	285	165	285	165	285	155	1,005	875	3,244	2,144
41260 Repairs & Maint WW	686	12,256	2,006	3,984	4,914	1,550	4,635	830	4,114		5,613	12,018	10,552	9,206	1,836	189	13,097	855	47,454	40,887
41285 Continuing Education Expense					170														170	0
41311 Office Expense	126	2,469		128	7,406														10,129	0
41320 Supplies Expense		629		607	1,256	516	1,441	2,250		1,317	2,260	618	574			464	471	80	6,002	6,481
41691 Bank Charges	538	518	518	521	519	527	522	547		634	516	535	524	528	522	551	650	548	4,309	4,908
42100 Permits and Fees		827				750						3,120	7,476	250					7,476	4,947
Total 43400 Total Operating Costs	10,223	23,266	12,523	13,954	17,949	12,965	24,572	12,765	13,394	13,609	17,558	25,561	28,078	19,009	11,141	10,563	24,595	10,882	160,032	142,574
43600 Total Interest Expense																			0	0
41633 Interest Expense - Note Payable	662	889	664	899	645	879	605	832	606	840	605	794	565	801	605	781	476	713	5,432	7,427
Total 43600 Total Interest Expense	662	889	664	899	645	879	605	832	606	840	605	794	565	801	605	781	476	713	5,432	7,427
49900 Total Capital Improvement Costs																			0	0
41940 Capital Projects																			0	0
Approved Budget Capital Expenditures	231,077		358,062	8,412	242,792		114,598	30,739	424,400	180,950	143,586	307,507	3,362	422,269	24,631	121,430		71,483	1,542,508	1,142,791
Critz Lane Phase 1							4,648		10,558		2,574		874		2,945		2,177		23,775	0
Total 41940 Capital Projects	231,077		358,062	8,412	242,792		119,245	30,739	434,958	180,950	146,160	307,507	4,235	422,269	27,576	121,430		71,483	1,566,283	1,142,791
Total 49900 Total Capital Improvement Costs	231,077		358,062	8,412	242,792		119,245	30,739	434,958	180,950	146,160	307,507	4,235	422,269	27,576					

Wastewater Fund Capital Projects Activity

July 2020 - March 2021

Date	Transaction Type	Num	Num	Name	Division	Memo/Description	Amount
Ordinary Income/Expenses							
Expenses							
49900 Total Capital Improvement Costs							
41940 Capital Projects							
Approved Budget Capital Expenditures							
07/07/2020	Bill	Pay #9	Pay #9	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	221,327
07/17/2020	Bill	20413	20413	EarthSearch Soil Consulting LLC	Wastewater	Alexander property soil testing - addition	9,750
08/04/2020	Bill	Pmt 10	Pmt 10	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	140,691
08/10/2020	Bill	180595	180595	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	14,300
08/10/2020	Bill	180596	180596	Barge Design Solutions, Inc.	Wastewater	WWTP Design BOMA resolution 2020-007	203,071
09/04/2020	Bill	181335	181335	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	11,289
09/04/2020	Bill	181336	181336	Barge Design Solutions, Inc.	Wastewater	WWTP Design BOMA resolution 2020-007	116,507
09/11/2020	Bill	Pay no 11	Pay no 11	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation #11	114,996
10/01/2020	Bill	240656	240656	USABlueBook	Wastewater	Freight expense on Blower	250
10/01/2020	Bill	182055	182055	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	4,869
10/08/2020	Bill	Pay no. 12	Pay no. 12	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	109,478
11/09/2020	Journal Entry	2021-0057	2021-0057		Wastewater	Correct consult fees WWTP	100,043
11/09/2020	Bill	Pay no 13	Pay no 13	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	173,539

Date	Transaction Type	Num	Num	Name	Division	Memo/Description	Amount
11/12/2020	Bill	182850	182850	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	1,002
11/30/2020	Journal Entry	2021-0115	2021-0115		Wastewater	Reclass to WWTP design	149,817
12/01/2020	Bill	Pay no 14	Pay no 14	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	78,035
12/03/2020	Bill	183755	183755	Barge Design Solutions, Inc.	Wastewater	Hill property - expenses	198
12/03/2020	Bill	183755	183755	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	2,633
12/31/2020	Journal Entry	2021-0116	2021-0116		Wastewater	Reclass to WWTP design	62,721
01/04/2021	Bill	184520	184520	Barge Design Solutions, Inc.	Wastewater	Hill property Drip field PM - expenses	32
01/04/2021	Bill	184520	184520	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	3,330
02/09/2021	Bill	62525	62525	Wascon, Inc.	Wastewater	5 Cellular units for pump stations . HC #1, #2, Baptist Church, Town Hall, Allenwood	12,500
02/16/2021	Bill	185329	185329	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	1,160
02/16/2021	Bill	185330	185330	Barge Design Solutions, Inc.	Wastewater	WWT Design	10,971
Total for Approved Budget Capital Expenditures						\$1,542,508	

Critz Lane Phase 1

10/01/2020	Bill	182058	182058	Barge Design Solutions, Inc.	Wastewater	Relocation of Sewer Lines for Critz Lane Phase 1 construction	4,648
11/05/2020	Bill	182853	182853	Barge Design Solutions, Inc.	Wastewater	Relocation of Sewer Lines for Critz Lane Phase 1 construction	10,558
12/03/2020	Bill	183758	183758	Barge Design Solutions, Inc.	Wastewater	Relocation of Sewer Lines for Critz Lane Phase 1 construction - expenses	171
12/03/2020	Bill	183758	183758	Barge Design Solutions, Inc.	Wastewater	Relocation of Sewer Lines for Critz Lane Phase 1 construction	2,403

Date	Transaction Type	Num	Num	Name	Division	Memo/Description	Amount
01/04/2021	Bill	184522	184522	Barge Design Solutions, Inc.	Wastewater	Critz Lane - expenses	174
01/04/2021	Bill	184522	184522	Barge Design Solutions, Inc.	Wastewater	Relocation of Sewer Lines for Critz Lane Phase 1 conststruction	700
02/16/2021	Bill	185331	185331	Barge Design Solutions, Inc.	Wastewater	Expenses for Critz lane	258
02/16/2021	Bill	185331	185331	Barge Design Solutions, Inc.	Wastewater	Relocation of Sewer Lines for Critz Lane Phase 1 conststruction	2,688
03/08/2021	Bill	186262	186262	Barge Design Solutions, Inc.	Wastewater	Expenses	161
03/08/2021	Bill	186262	186262	Barge Design Solutions, Inc.	Wastewater	Relocation of Sewer Lines for Critz Lane Phase 1 conststruction	2,016
Total for Critz Lane Phase 1							\$23,775
Total for 41940 Capital Projects							\$1,566,283
Total for 49900 Total Capital Improvement Costs							\$1,566,283
Total for Expenses							\$1,566,283
Net Income							\$ -1,566,283

Unaudited CASH BALANCES

General Fund Cash Position	Mar-21
Checking	\$ 2,882,852
Savings	\$ 5,673,010
Less: Reserve	\$ (1,041,218)
Total Cash	\$ 7,514,644
Less:	
Note Balance (First Farmers)	\$ (345,900)
Note Balance (First Tennessee)	\$ (1,290,000)
Due to Wastewater Fund	\$ (27,640)
Cash Bonds	\$ (59,000)
Accounts Payable	\$ (3,136)
Critz Lane Projects & related	\$ (1,868,400)
Other Committed	\$ (189,189)
Total Available Funds	\$ 3,731,379

Wastewater Funds Cash Position	Mar-21
Checking	\$ 199,014
Savings	\$ 2,643,353
Less: Reserve (6 mths Operating Expenses)	\$ (522,158)
Total Cash	\$ 2,320,209
<i>Add:</i>	
Accounts Receivable	\$ 163,422
Due from Gen Fund	\$ 27,640
<i>Less:</i>	
Note Balance (Franklin Synergy)	\$ (240,612)
Accounts Payable	\$ (6,271)
Deposits	\$ (40,200)
Less Committed:	
Hill Prop Drip Fields	\$ (253,633)
Cell #1 repairs	\$ -
All Other	\$ (550,248)
Total Available Funds	\$ 1,420,307

Project	Barge Primary Contact	General Project Description	Recent Actions	Upcoming Actions
<u>Hill Property Drip Fields</u>	<i>Matthew Johnson</i>	Development of additional drip fields to serve the Regional Wastewater Treatment Facility	<ul style="list-style-type: none"> - All drip fields are operational and are being utilized. - Completed testing of all piping. - Completed addressing punchlist items. - Additional control valves delivered to site and in process of installing and testing. 	-Complete install and testing of additional control valves are received, install valves at site.
<u>Alexander Property Drip Fields</u>	<i>Matthew Johnson</i>	Soils investigation, surveying, and eventual development of drip fields to serve the wastewater system and expand system effluent disposal capacity.	<ul style="list-style-type: none"> - All areas have been reviewed and acreage has been finalized. - The site has yielded approximately 36 acres of usable soil. 	- None.
<u>Regional Wastewater Treatment Facility Expansion</u>	<i>Matthew Johnson</i>	Expansion of Regional Facility to increase treatment capacity.	<ul style="list-style-type: none"> - SRF placed funding for plant on the State's priority ranking list. - Continued to coordinate with SRF regarding funding application requirements. - Continued to coordinate environmental impact review with funding agencies. - SRF facilities plan submitted to SRF for review. 	<ul style="list-style-type: none"> - Continue to coordinate with funding agencies regarding environmental impact review and application requirements. - Respond to comments from SRF on previously submitted reports, if received.
<u>Critz Lane Utility Relocation</u>	<i>Clayton Foster</i>	Relocation of wastewater pipelines along Critz Lane to accommodate new road improvements.	<ul style="list-style-type: none"> - Contract to Hughes Excavating approved by BOMA. - Completed contract execution of Hughes contract. - Conducted pre-construction meeting. - Issued contractual Notice to Proceed on March 22, 2021. 	<ul style="list-style-type: none"> - Review submittals from Contractor. - Contractor to begin construction activities once materials are received.
<u>Regional System I/I Investigation</u>	<i>Matthew Johnson</i>	Investigation to source of inflow/infiltration (I/I) in the wastewater collection system.	<ul style="list-style-type: none"> - Four flow meters and one rain gauge were installed by Utility Technologies on February 23. - Meters have been collecting flow data since installation. - Coordinating with Utility Technologies to relocate one meter to the Bridgemore subdivision to gather additional data from this area. 	<ul style="list-style-type: none"> - Continue to monitor and collect flow data. - Further investigate I/I in Bridgemore subdivision.