

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Meeting Agenda  
June 8, 2021**

**Meeting Called To Order**

**Pledge Of Allegiance**

**Consent Agenda**

**A. Consideration Of The Minutes Of The May 11, 2021, Regular Meeting.**

Documents:

[ITEM - A BOMA MINUTES 5\\_11\\_2021.PDF](#)

**Announcements/Agenda Requests**

**A. Presentation To Jim Van Vleet**

**Public Comments-**

**Unfinished Business:**

**1. Public Hearing And Second Reading Of Ordinance 2021-009: An Ordinance Of The Town Of Thompson's Station, TN Adopting The Annual Budget And Tax Rate For The Fiscal Year Beginning July 1, 2021 And Ending June 30, 2022.**

Documents:

[ITEM 1 - ORDINANCE 2021-009 FY22 BUDGET FINAL.PDF](#)

**New Business:**

**2. Approval Of Reservation Of Wastewater Capacity Agreement With The Town Of Thompson's Station – Americus Drive Unnumbered, 1990 Tollgate Boulevard, Elliston Way Unnumbered And 987 Elliston Way:**

Documents:

[ITEM 2 - RESERVATION WW CAPACITY AGREEMENT TOLLGATE TOWN CENTER- BRANT ENDERLE.PDF](#)

**3. Approve First Reading Of Ordinance 2021-010 An Amendment To The Land Development Ordinance To Revise Certain Sections In Articles 3, 4 And 5 Related To The Preservation Of Trees, The Installation Of Required Public Improvements, And Open Space Standards:**

Documents:

[ITEM 3 - MEMO FOR ORD 2021-010 LDO AMEND.PDF](#)  
[ITEM 3 - ORD 2021-010 LDO TREES, BONDS, AND OS TEXT AMEND 5-25-21 PC REVISED.PDF](#)

**4. Redistricting:**

- a. Approve Resolution 2021-010 Designation of the Ward/Districting

Committee

b. GIS Consultant Update

Documents:

ITEM 4 A - RESOLUTION 2021-010 NOMINATING THE WARD -  
DISTRICTING COMMITTEE.PDF

**5. Approve Resolution 2021-009 Quit Claim Deed For Open Space In  
Blackberry Estates To The Blackberry Estate HOA:**

Documents:

ITEM 5 - RESOLUTION 2021-009 QUIT CLAIM DEED BLACKBERRY  
ESTATES.PDF  
ITEM 5 - BLACKBERRY ESTATES LOT 1A APPRAISAL.PDF

**6. Approve First Reading Ordinance 2021-011 Hotel Motel Privilege Tax:**

Documents:

ITEM 6 - ORDINANCE 2021-011 HOTEL MOTEL PRIVILEGE TAX TO  
AMEND TITLE 5 ADDING CHAPTER 5 MUNICIPAL CODE.PDF

**7. Approve Barge Design Professional Service Agreement 2022 Wastewater  
System General Support Services:**

Documents:

ITEM 7 - BARGE DESIGN WW PROFESSIONAL SERVICES  
AGREEMENT FOR FY 2022.PDF

**Adjourn**

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

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Meeting Minutes  
May 11, 2021 7:00 p.m.**

**Call to Order:**

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on May 11, 2021. Members and staff attending were: Mayor Corey Napier, Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Brian Stover; Alderman Andrew Zinn; Town Administrator Ken McLawhon; Finance Director Steve Banks; Planning Director Micah Wood; IT Coordinator Tyler Rainey, Town Clerk Regina Fowler, Public Works Supervisor Bryan King, Waste Water Operator Kenny Bond and Town Attorneys Andrew Mills and Kirk Vandivort. Zack Dufour with Kimley Horn also attended said meeting.

**Pledge of Allegiance:**

**Consent Agenda:**

- a. **Consideration of the Minutes of the April 13, 2021 regular meeting.**
- b. **Bond Actions:**
  1. **Bridgemore Subdivision Section 1A: Accept the public improvement for streets and drainage.**
  2. **Bridgemore Subdivision Section 2A: Accept the public improvement for streets and drainage.**
  3. **Canterbury Subdivision Section 14: Accept dedication of the public improvement for sewer.**
  4. **Canterbury Subdivision Section 16: Accept dedication of the public improvement for sewer.**
  5. **Canterbury Subdivision Section 17: Accept dedication of the public improvement for sewer.**
  6. **Whistle Stop Subdivision Section 1: Accept dedication of the public improvement for sewer.**
- c. **Bid Quote Document - Maintenance Shed.**

**Approve Consent Agenda:** Alderman Brandon Bell made a motion to approve the Consent Agenda with the removal of item c and addressing it separately, a) Consideration of the Minutes of the April 13, 2021 regular meeting, b) Bond Action; Bridgemore Subdivision Section 1A: Accept the public improvement for streets and drainage, Bridgemore Subdivision Section 2A: Accept the public improvement for streets and drainage, Canterbury Subdivision Section 14: Accept dedication of the public improvement for sewer, Canterbury Subdivision Section 16: Accept dedication of the public improvement for sewer, Canterbury Subdivision Section 17: Accept dedication of the public improvement for sewer, Whistle Stop Subdivision Section 1: Accept dedication of the public improvement for sewer. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

**Announcements:**

In honor of Richard King's retirement, Mayor Napier presented a Town Spike Plaque and a pocket watch for his dedication and years of service to the Town of Thompson's Station. Mr. King will remain as a part time employee.

Larry Simmons was elected Chairman of the Parks and Recreation Board.

**Public Comments:**

None

1. **Approval of Item c from the Consent Agenda-Bid Document Quote for a Maintenance Shed.** Alderman Brian Stover made a motion to approve Item c from the Consent Agenda-Bid Document Quote for a Maintenance Shed going to low bidder Summertown Metals. Alderman Shaun Alexander seconded the motion and it carried unanimously.

**Unfinished Business:**

2. **Approval of Second 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.** Alderman Brandon Bell made a motion to approve Second 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. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

3. **Approval of Second 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.** Alderman Shaun Alexander made a motion to Approve Second 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. The motion was seconded by Alderman Brian Stover and carried unanimously.

**New Business:**

4. **Approval of First Reading of Ordinance 2021-009: An Ordinance of the Town of Thompson's Station, TN Adopting the Annual Budget and Tax Rate for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022.** Alderman Brandon Bell made a motion to approve on First Reading of Ordinance 2021-009: An Ordinance of the Town of Thompson's Station, TN Adopting the Annual Budget and Tax Rate for the Fiscal Year beginning July 1, 2021



and ending June 30, 2022. The motion was seconded by Alderman Brian Stover and carried unanimously.

**5. Approval of Resolution 2021-008: Amendment 2 of the Professional Services Agreement between the Town of Thompson’s Station, TN and Kimley Horn and Associates for Design and Engineering services for Phase 3 of the Town’s Greenway and to authorize the Mayor to sign Amendment 2 contract with Kimley Horn for the Consulting Services.** Alderman Brian Stover made a motion to Approve Resolution 2021-008: Amendment 2 of the Professional Services Agreement between the Town of Thompson’s Station, TN and Kimley Horn and Associates for Design and Engineering Services for Phase 3, of the Town’s Greenway and to authorize the Mayor to sign Amendment 2 contract with Kimley Horn for Consulting Services. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

**6. The following applicants applied for the Parks and Recreation Board; Zina Harris, Melonee Hurt, Dustin Jenkins and Drew Logsdon. The floor was open for nominations for one appointee for the Parks and Recreation Board. Shaun Alexander nominated Drew Logsdon, Brian Stover nominated Zina Harris and made a motion that all nominations cease. A roll call vote for one appointee from the two nominated applicants for the Parks and Recreation Board were as follows:**

**Roll Call Vote for Appointee to Parks & Recreation Board:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Logsdon	Alderman Bell	Harris	Alderman Stover	Harris
Alderman Zinn	Logsdon	Mayor Napier	Harris		

Drew Logsdon received 2 votes and Zina Harris received 3 votes. With a majority of a 3 to 2 vote, Zina Harris was appointed to the Parks & Recreation Board with the expiration term of 12/21.

Adjourn:

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**Corey Napier, Mayor**

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**Regina Fowler, Town Clerk**

**ORDINANCE 2021-009**

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR  
BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022.**

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

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

WHEREAS, the Board of Mayor and Aldermen has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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 governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2022:

	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>
General Fund Revenues	<b>Actual</b>	<b>Estimated</b>	<b>Proposed</b>
Local taxes	\$1,704,877	\$1,863,371	\$1,857,400
Licenses, Permits and Fees	1,392,149	983,623	1,185,750
Intergovernmental	609,853	608,737	634,000
Other Revenue	75,661	19,581	31,900
State Aid and Grants	0	164,926	986,849
Total Revenues	3,782,540	3,640,238	4,695,899
Beginning Fund Balance	6,021,934	7,104,995	8,070,850
Total Available Funds	\$9,804,474	\$10,745,233	\$12,766,749

	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>
<b>State Street Aid Fund Revenue</b>	<b>Actual</b>	<b>Estimated</b>	<b>Proposed</b>
Intergovernmental	\$178,170	\$174,929	\$184,000
Total Revenues	178,170	174,929	184,000
Beginning Fund Balance	283,108	428,255	517,030
Total Available Funds	\$461,278	\$603,184	\$701,030

	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>
<b>Wastewater Fund Revenue</b>	<b>Actual</b>	<b>Estimated</b>	<b>Proposed</b>
Wastewater Fees	\$1,230,406	\$1,325,000	\$1,493,066
Tap Fees	743,400	670,000	847,508
Other Revenue	51,481	5,000	15,000
Loan Proceeds	0	0	11,000,000
Total Revenues	2,025,287	2,000,000	13,355,574
Beginning Fund Balance	5,595,289	4,204,734	3,321,234
Total Available Funds	\$7,620,576	\$6,204,734	\$16,676,808

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

(continued on Page 3)

	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>
<b>General Fund Expenditures</b>	<b>Actual</b>	<b>Estimated</b>	<b>Proposed</b>
Government Administrative	\$1,689,274	\$1,368,038	\$1,049,479
Community Development	0	0	590,409
Streets	22,500	46,850	0
Public Works	0	0	374,991
Capital Outlay	672,016	944,940	3,046,988
Parks	14,477	20,000	45,100
Debt Service	301,212	294,555	287,155
Total Appropriations	2,699,479	2,674,383	5,394,122
Surplus/(Deficit)	1,083,061	965,855	(698,223)
Ending Fund Balance	\$7,104,995	\$8,070,850	\$7,372,627
Employees	13	12	14
	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>
<b>State Street Aid Fund Exp.</b>	<b>Actual</b>	<b>Estimated</b>	<b>Proposed</b>
Street Expenditures	\$33,023	\$86,154	\$129,400
Capital Improvements Streets	\$0	0	187,292
Total Appropriations	33,023	86,154	316,692
Surplus/(Deficit)	145,147	88,775	(132,692)
Ending Fund Balance	\$428,255	\$517,030	\$384,338
	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>
<b>Wastewater Fund Expenses</b>	<b>Actual</b>	<b>Estimated</b>	<b>Proposed</b>
Wastewater Department	\$1,053,186	\$1,165,500	\$1,419,755
Debt Service	120,683	118,000	115,100
Capital Assets/Projects	2,241,973	1,600,000	11,750,500
Total Appropriations	3,415,842	2,883,500	13,285,355
Surplus/(Deficit)	(1,390,555)	(883,500)	70,219
Ending Fund Balance	\$4,204,734	\$3,321,234	\$3,391,453
Employees	2	2	3

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

General Fund	\$8,070,850
State Street Aid Fund	\$ 517,030
Wastewater Fund	\$3,321,234

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Principal	Interest Requirements	Debt Authorized and Unissued	Principal Outstanding at June 30
Bonds	\$0	\$0	\$0	\$0
Notes	\$356,411	\$45,824	\$0	\$1,362,452
Capital Leases	\$0	\$0	\$0	\$0
Other Debt	\$0	\$0	\$0	\$0

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 6: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.

SECTION 7: There is hereby levied a property tax of \$.103 per \$100 of assessed value on all real and personal property.

SECTION 8: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the Town has notes issued pursuant to Title 9, Chapter 21, *Tennessee Code Annotated* or loan agreements with a public building authority issued pursuant to Title 12, Chapter 10, *Tennessee Code Annotated* approved by the Comptroller of the

Treasury or Comptroller’s Designee within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller’s Designee in accordance with Title 9, Chapter 21, *Tennessee Code Annotated* (the “Statutes”.) If the Comptroller of the Treasury or Comptroller’s Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller’s Designee. If the Town does not have such debt outstanding, it will file this annual operating budget and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller’s Designee.

SECTION 9: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 10: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 11: If any section, clause, provision of this ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision of this ordinance.

SECTION 12: This ordinance shall take effect July 1, 2021, the public welfare requiring it.

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Corey Napier, Mayor

ATTEST:

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Regina Fowler, Town Recorder

Submitted to Public Hearing on June 08, 2021 at 7:00 p.m. after publication of notice of public hearing by advertisement in the Williamson A.M. newspaper on Sunday, May 23, 2021.

Passed 1st Reading: \_\_\_\_\_

Passed 2nd Reading: \_\_\_\_\_

**Town of Thompson's Station**

**Budget 07/01/21-06/30/22**

**General Fund**

	4500 Com Dev	6000 - Public Works	8000 - Town Hall	9000 Parks Dep	Capital Outlay	Revenues
<b>Revenues</b>						
34100 Total Property Tax Revenues						330,000.00
34200 Total Sales Tax Revenues						2,005,000.00
34400 Total Building/Impact Fees						1,078,950.00
34500 Total Alcohol Tax Revenues						154,600.00
34600 Total Grants						986,849.00
34700 Total All Other Revenues						140,500.00
<b>Total Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 4,695,899.00</b>
<b>Expenditures</b>						
43100 Total Payroll Costs	336,848.00	269,051.00	367,142.00			
43200 Total Streets and Roads	2,000.00	73,000.00				
43300 Total Professional Fees	225,000.00		254,500.00			
43400 Total Operating Costs	26,561.00	32,940.00	274,637.00	45,100.00		
43500 Total County Services			153,200.00			
49900 Total Capital Improvement Costs					3,046,988.00	
<b>Total Expenditures</b>	<b>\$ 590,409.00</b>	<b>\$ 374,991.00</b>	<b>\$ 1,049,479.00</b>	<b>\$ 45,100.00</b>	<b>\$ 3,046,988.00</b>	<b>\$ 0.00</b>

**State Street Aid Fund**

<b>Revenues</b>	
34300 Total Gas Tax Revenues	184,000.00
<b>Expenditures</b>	
43200 Total Streets and Roads	129,400.00
49900 Total Capital Improvement Costs	187,292.00
<b>Total Expenditures</b>	<b>\$ 316,692.00</b>

**Wastewater Fund**

<b>Income</b>	
34090 Total Wastewater Fees	1,503,066.00
341090 Total Tap Fees	847,508.00
34700 Total All Other Revenues	5,000.00
<b>Total Income</b>	<b>\$ 2,355,574.00</b>
<b>Expenses</b>	
43100 Total Payroll Costs	408,904.00
43300 Total Professional Fees	192,500.00
43400 Total Operating Costs	288,360.00
43600 Total Interest Expense	9,500.00
<b>Total Expenses</b>	<b>\$ 899,264.00</b>
<b>Other Expenses</b>	
Depreciation	530,000.00
<b>Total Other Expenses</b>	<b>\$ 530,000.00</b>





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

**THIS RESERVATION AGREEMENT** (hereinafter the "Agreement"), is made effective this the **8<sup>th</sup>** day of **June, 2021** (hereinafter the "Effective Date"), by and between **MBSC TN Homebuilder, LLC** with principal offices located at **950 48<sup>th</sup> Avenue North, Suite 201, Myrtle Beach, SC 29577** (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, **MBSC TN Homebuilder**, is the owner of real property located on **Americus Drive unnumbered, 1990 Tollgate Boulevard, Elliston Way unnumbered, and 987 Elliston Way** and identified as Williamson County tax map **132**, parcel **1.09, 1.10, 1.11, 3.00**. The property contains approximately **25.24** acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned **NC (Neighborhood Commercial) & D3 (High 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 **Tollgate Village Town Center Phase 1**, (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 **May 19, 2021**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **May 19, 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**

**Brant Enderle/ MBSC TN Homebuilder, LLC**  
**950 48<sup>th</sup> Avenue North, Suite 201**  
**Myrtle Beach, SC 29577**

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: **BRANT ENDLERLE**  
 Company: **M.B.S.C. TN HOME BUILDER, LLC**  
 Address: **950 48TH AVE, N. SUITE 201**  
 City: **MYRTLE BEACH** State: **SC** Zip Code: **29577**  
 Email: **BRANT.ENDLERLE@BLACKSWAN** Phone Number: **865-771-9982**  
 Signature: *Brant Endlerle* **TN.COM**

### Applicant Information

Name: **BRANT ENDLERLE**  
 Company: **M.B.S.C. TN HOME BUILDER, LLC**  
 Address: **950 48TH AVE, N. SUITE 201**  
 City: **MYRTLE BEACH** State: **SC** Zip Code: **29577**  
 Email: **BRANT.ENDLERLE@BLACKSWAN** Phone Number: **865-771-9982**  
 Signature: *Brant Endlerle* **TN.COM**

### Parcel / Property Information

Service Address: **TOLLGATE VILLAGE**  
 City: **THOMPSONS STATION** State: **TN** Zip Code: **37179**  
 Property Tax Account Number (s): **MAP 132, PAR., 1.00, 1.09, 1.10, 3.00**  
 Building Project Number: **N/A**  
 Tract Size (Acres or Sq. Ft.): **N/A**

### Type of Development

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

**TOLLGATE VILLAGE - SEC. 19 B, FUTURE PHASE, FUTURE HOTEL DEVELOPMENT AND FUTURE COMMERCIAL OUTPARCEL**

Project Number: \_\_\_\_\_

OFFICE USE ONLY

Date: \_\_\_\_\_

Existing Development	
Version (only if under development)	
Facility/Building Type	
Existing Number of Occupants/Employees	
Existing Facility Square Footage	
Existing Flow (GPD)	
Additional Property Information (# of bathrooms, # of washers, etc.)	

Proposed Development	
Single Family Residence (# of units)	195
Proposed Facility/Building Type	RESIDENTIAL AND COMMERCIAL
Proposed Number of Occupants/Employees	Existing Flow (GPD) N/A
Proposed Facility/Building Square Footage	N/A
Proposed Development Acreage	
Proposed Flow (GPD)	68,500
Additional Property Information (# of bathrooms, # of washers, etc.)	

\*Single family residence uses include apartments, townhomes, and row houses.

FUTURE PHASE OUTPARCEL UNITS:

- 9 MIXED USE UNITS
- 10 LIVE/WORK UNITS
- 67 CONDO UNITS
- 114 TOWN HOMES

FUTURE PHASE COMMERCIAL

- 34,663 S.F.
- 4,140 S.F. STAND ALONE
- 13,812 S.F. MIXED USE
- 11,607 S.F. LIVE/WORK

OUTPARCEL COMMERCIAL

10,000 S.F.

FUTURE HOTEL

125 ROOMS

SECTION 18B

5 SINGLE FAMILY UNITS

**Revised Request:**

**TOLLGATE VILLAGE – SEWER CAPACITY**

**Phase 1 (already has 25 SFUE's)**

**Building 1:**

2,500 s.f. rest. (assume 60% of SF is for seating and 15 s.f. per seat and 40 gpd per seat)  
     $(((2,500 \text{ s.f.}) (0.60)) \div (15 \text{ s.f./seat})) (40 \text{ gpd/seat}) = 4,000 \text{ gpd}$   
1,500 s.f. coffee shop (assume 60% of s.f. is for seating and 15 s.f. per seat and 40 gpd per seat)  
     $(((1,500 \text{ s.f.}) (0.60)) \div (15 \text{ s.f./seat})) (40 \text{ gpd/seat}) = 2,400 \text{ gpd}$   
2,000 s.f. orthodontist (assume 1 orthodontist, 6 employees)  
    (1 orth) (250 gpd) + (6 employees) (15 gpd) = 340 gpd  
1,300 s.f. dental specialist (assume 1 dental specialist, 6 employees)  
    (1 dental specialist) (250 gpd) + (6 employees) (15 gpd) = 340 gpd  
1,000 s.f. barber shop (assume 5 chairs  
    (5 chairs) (50 gpd/chair) = 250 gpd  
2,500 s.f. retail (assume 0.1 gpd/per sf)  
    (2,500 s.f.) (0.1 gpd/sf) = 250 gpd  
**Building 1 Total** **7,580 gpd**

**Building 2:**

4,065 s.f. rest. (149 seats and 40 gpd per seat)  
    (149 seats) (40 gpd/seat) = 5,960 gpd  
1,339 s.f. yoga studio (max occupancy 26 and no showers)  
    (26) (15 gpd) = 390 gpd  
2,683 s.f. dentist (1 dentist, 6 employees)  
    (1 dentist) (250 gpd) + (6 employees) (15 gpd) = 340 gpd  
**Building 2 Total** **6,690 gpd**

**Building 3:**

4 dwelling units (4) (250 gpd/units) = 1,000 gpd  
2,659 s.f. retail (2,689 s.f.) (0.1 gpd/sf) = 266 gpd  
977 s.f. office (977 s.f.) (0.1 gpd/sf) = 98 gpd  
**Building 3 Total** **1,364 gpd**

**Phase 1 TOTAL = (7,580 gpd) + (6,690 gpd) +(1,364 gpd) - (6,250 gpd)**  
**= 9,384 gpd**

**TOLLGATE VILLAGE – SEWER CAPACITY (Continued)**

**Section 18B:**

(5 dwelling units) (250 gpd) = **1,250 gpd**

**Phase 2B and Future Phase:** (190 dwelling units 29,559 s.f. commercial)

(190 dwelling units) (250 gpd) = 47,500 gpd  
(29,559 s.f. commercial) (0.1 gpd/sf) = 2,956 gpd

**Total** **50,456 gpd**

**Future Hotel:** (assume 125 rooms and 125 gpd/room)  
(125 rooms) (125 gpd/room) =

**15,625 gpd**

**Future Outparcel:** (assume 10,000 s.f. commercial)  
(10,000 s.f.)(0.1 gpd/sf) =

**1,000 gpd**

**TOTAL CAPACITY REQUEST = 77,715 →**

**78,000 gpd**

**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:** May 19, 2021  
**TO:** Brant Enderle  
**FROM:** Micah Wood, AICP *Micah Wood*  
Planning Director  
**SUBJECT:** Wastewater Future Capacity Reservation Memo & Engineer Letter of Findings:  
Tollgate Section 18B, 30A, Lot 30.03 and Town Center Phase 1- revised capacity request

---

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 **insufficient capacity** and certain system improvements have been identified for the development of your project, as defined in the Reservation of Future Capacity Application. See attached Engineering Letter of Findings for additional details.

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. Please be advised, although the time frame for approval is 60 days, with the BOMA not having a regular meeting in July, it may be necessary for you to request an extension of the 60 days by the BOMA at their regularly scheduled meeting on June 8, 2021, should you need additional time for approval. 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, 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

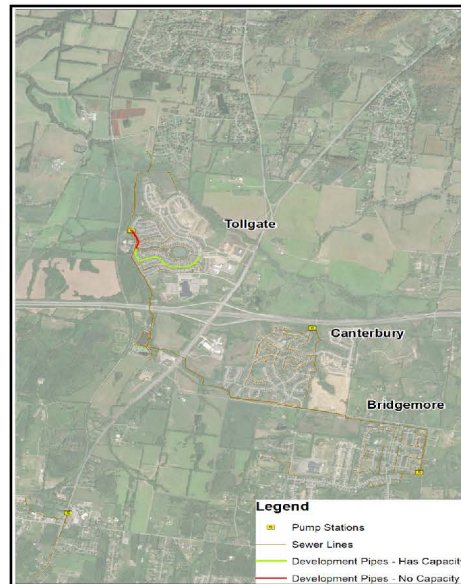


## Town of Thompson's Station, Tennessee

### Engineer Letter of Findings

#### Development Overview

Date Submitted:	4/16/21
Development ID:	2A
Development Name:	Tollgate Village – Sec. 18B
Description:	199 Single Family Homes, approximately 60,000 Sq. Ft. mixed use retail/commercial, Hotel (125 Rooms)
Requested Load (GPD):	78,000
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	No
Requestor Name:	Brandt Enderle



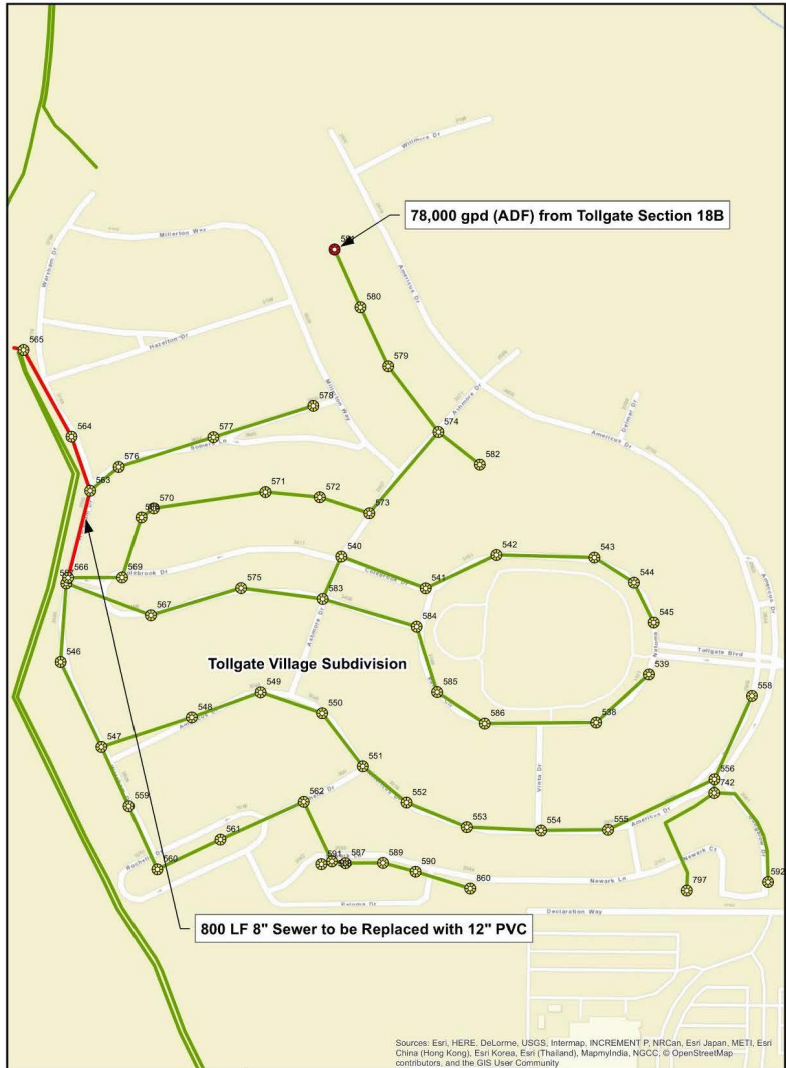
#### Capacity Assessment Results Overview

Capacity Certification Results: **Insufficient Capacity**. The collection system improvements necessary for increasing system capacity are outlined below. Upon completion of these improvements and the Town's planned improvements at the Regional wastewater plant, sufficient capacity will be available for the proposed development.


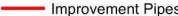


Description of Improvements:

- Upsize 800 LF of 8-inch gravity sewer from Tollgate Lift Station to manhole 566.

**Exhibit “C”**  
**Public Improvements**



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, OpenStreetMap contributors, and the GIS User Community

	<p align="center"><b>Tollgate Village Sewer System Improvements</b></p>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> System Manholes</li> <li> Improvement Pipes</li> <li> Sewer Pipe</li> <li>ADF = Average Daily Flow</li> </ul>
<p>0 125 250 500 Feet</p> 	<p align="center"><b>Town of Thompson's Station, TN</b></p>	



**DATE:** June 8, 2021

**TO:** BOMA

**FROM:** Micah Wood, AICP  
Planning Director

**SUBJECT: Item 3 – Ordinance 2021-010 – Land Development Ordinance Amendment**

---

In Town Staff's on-going process improvement efforts to provide updates to the Land Development Ordinance to ensure a clear and predicable regulatory process, the following amendments are offered for consideration:

**Section I: Updates to the Tree Protection Standards**

These updates are offered to revise the manner in which tree preservation is handled for new developments within the Town. This process looks to emphasize tree protection in areas with existing tree canopy coverage, rather than simply at trees of a certain caliper. The proposed tree preservation standards provide a comprehensive environmental protection approach to tree preservation, while also looking to protect specimen trees. These proposed tree protection standards include: a Tree Removal Permit process, a clear set of applicability guidelines for tree protection, overall tree canopy retention requirements based on the existing site prior to development, a link between tree protection and open space requirements, specimen tree protection standards, and a more detailed tree protection protocol during construction.

This amendment also includes two new tables, which necessitates the renumbering of all other tables in Article 3.

**Section II: Updates to the Bond/Public Improvement Acceptance & Dedication Process**

These amendments are offered to more closely match the LDO bond/public improvement and dedication process with the Town's adopted Infrastructure Policy. The amendment also includes provisions to require yearly Planning Commission review of all public improvements held under bond and to set a 2-year limit on completion of a public improvement. The 2-year time limit may be extended by Planning Commission, but only after consideration of the reason for the delay and to allow the bond amount to be increased to account for increases in prices, materials, or inflation.

**Section III: Removed**

*(This section, relating to Fence Permits, was removed by the Planning Commission from this LDO Amendment after extensive discussion. This permit will be folded into the Stormwater Ordinance that will be presented to Planning Commission and the BOMA later this year.)*

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

**Section IV: Residential Open Space Amenity Permit Requirement**

This amendment is provided to create a more structured process for amenities within residential open space lots within subdivisions. Planning Commission creates these open space lots during the platting process, but often the overall uses of the open space lots are either not fully known or change as the homeowners determine to add or revise the use of approved open space lots. This process will allow the Planning Commission to review these changes to open space lots in relation to the LDO standards and the original approval of the subdivision through a site plan and permit process.

**Planning Commission Recommendation**

Planning Commission provided a favorable recommendation for these text amendments, as revised.

**Staff Recommendation**

Staff recommends that BOMA approve these text amendments, as revised by the Planning Commission.

**Attachments**

Ordinance 2021-010  
Exhibit A

**ORDINANCE NO. 2021-010**

**AN AMENDMENT TO THE LAND DEVELOPMENT ORDINANCE TO REVISE CERTAIN SECTION IN ARTICLES 3, 4, AND 5 RELATED TO THE PRESERVATION OF TREES, THE INSTALLATION OF REQUIRED PUBLIC IMPROVEMENTS, AND OPEN SPACE STANDARDS**

WHEREAS, Town Staff and the Planning Commission is recommending changes certain provisions of the Town’s Land Development Ordinance (“LDO”) to amend various sections in Articles 3, 4, and 5 in the LDO in order to revise standards, regulations, and requirements related to the preservation of trees; the installation of required public infrastructure; fence standards; and open space standards.

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.

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**Section I. UPDATES TO TREE PROTECTION STANDARDS**

**Section 3.3.14 Tree Protection- revise entire section**

- 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 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 process. A licensed arborist or other licensed professional shall prepare a protection plan and mitigation and/or re-placement of removed trees. 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 fencing installed be installed around the dripline of the tree to protect the root system for the tree.~~
  - ii. ~~If earthwork is necessary within the dripline of the protected tree, hand digging shall be re-quired.~~
  - iii. ~~No equipment, supplies or any other material shall be stored within the dripline of any-protected trees.~~
  - iv. ~~No dirt or other fill material shall be stockpiled within the dripline.~~
  - v. ~~No signage shall be permitted on any protected tree.~~
  - vi. ~~Any protected trees that are damaged by any construction, demolition, grading or other development work shall be evaluated by a licensed arborist or other licensed professional for treatment of the impacted trees. In the event that the tree cannot be saved the tree shall be replaced. All replacement trees shall be similar in size and species approved by the Planning Commission.~~

**a. Purpose**

**The purpose for this section is to establish a series of standards and measures necessary to retain and protect portions of the existing tree canopy cover and other significant trees, in order to:**

- o Prevent clear cutting;
- o Protect existing tree canopy on developing sites;
- o Maintain a minimum level of tree canopy cover on developed sites larger than one acre;
- o Preserve specimen trees;

- Maintain and enhance the quality of life in the Town;
- Ameliorate the impact of incompatible land uses;
- Reduce glare, heat, and noise;
- Preserve and enhance air and water quality;
- Prevent soil erosion; and
- Minimize flooding.

b. Applicability  
 i. General

Unless specifically exempted, the standards in this section are applicable to all lots or sites and types of development in the Town. Table 3.1, Tree Protection Applicability, summarizes how the standards in this section shall be applied.

<b>TABLE 3.1 TREE PROTECTION APPLICABILITY</b>			
<b>“X” = associated standards apply; Shaded cell = standards do not apply</b>			
<b>Type of Lot</b>	<b>Tree Canopy Retention Requirements</b>	<b>Tree Removal on Existing Lots</b>	<b>Protection of Specimen Trees</b>
Platted Residential Lot of one acre or less (with or without an existing use)			
Platted Residential Lot Larger than 1 Acre (with or without an existing use)		X	X
Vacant Nonresidential Lot of Any Size	X		X
Nonresidential Lot of Any Size with Existing Use			X
Developing Residential or Nonresidential Lands/Uses	X		X

a) Tree Removal Permit Required

No removal or disturbance of existing trees on a parcel or development site shall occur prior to approval of a Tree Removal Permit, Building Permit, or Grading Permit, which shall be approved only in accordance with the standards in this section. The Tree Removal Permit shall be issued by the Community Development Department and may be issued simultaneously with the Grading Permit for a site.

b) Review for Compliance

The standards in this section shall apply at the time of Tree Removal Permit review and shall also be considered during the review of a Preliminary Plat, Final Plat, Site Plan, Building Permit, Grading Permit, or any other plan/permit as specified by Town Staff.

c) Removal Without a Permit

Removal of any trees without a Tree Removal or Grading Permit shall be subject to the mitigation and/or replacement standards as specified in this section.

c. Exemptions

The following tree removal activities are exempt from the standards of this section:

1. Tree removal activities not requiring a Tree Removal Permit as specified in Subsection 3.3.14(b)(i)(a), Tree Removal Permits;
2. Removal of trees that are determined to be unhealthy by the Town Staff (or with written verification of the tree's condition as dead or dying as prepared by a qualified arborist);
3. Removal of trees that are determined by Town Staff to be nuisance trees or a threat to an existing structure, underground utility, or to the public health, safety, or welfare;
4. Removal of trees listed in the current edition/list of *Invasive Exotic Pest Plants*, published by the Tennessee Exotic Pest Plant Council; and
5. Removal, by the owner or their authorized agent, of trees on Town owned land and/or within public rights-of-way.

d. Tree Canopy Retention

i. Where Required

Except where exempted by the section, the standards in this section shall apply to any Preliminary Plat, Final Plat, Site Plan, Grading Plan, Permit, or approved use.

ii. Tree Inventory

Prior to the issuance of a Tree Removal Permit, the applicant shall submit an aerial photograph, tree inventory, or professionally prepared tree survey (as appropriate) that clearly depicts the:

1. Lot lines of the parcel(s) involved;
2. Location and extent of the existing on-site tree canopy, including an estimate of the total percentage of the parcel(s) covered by the existing on-site tree canopy; and
3. The exact location, health, and size of all specimen trees located on the parcel(s) involved; however, the Department of Community Development may accept an approximation of the location, health, and size of specimen trees if the trees are not being counted towards the landscape requirements of this chapter, or if the trees are located within a designated Tree Protection Zone.

e. Tree Canopy Retention Standards

A percentage of the existing tree canopy shall be retained on a site or parcel in accordance with the Table 3.2, Tree Canopy Retention Standards.

<b>TABLE 3.2: TREE CANOPY RETENTION STANDARDS</b>			
<b>Existing Tree Canopy Cover (as a percentage of the total site size)</b>	<b>Minimum Required Tree Canopy Retention by Zoning District [1] (as a percentage of the total tree canopy cover)</b>		
	<b>TC, T1, T2, T3, D-1, D-2, &amp; D-3</b>	<b>NC, CC, T4, T4O, &amp; T5</b>	<b>IL &amp; IM</b>
80% - 100%	30%	15%	12%
60% - 79%	36%	18%	13%
40% - 59%	45%	22%	14%
20% - 39%	48%	24%	15%
19% or less	54%	26%	16%

**NOTES:**

1. Lots smaller than one acre, and lots with lawfully established existing uses are exempt from the tree canopy retention standards but may be subject to the specimen tree and other tree protection requirements in this subsection as determined by the Town.

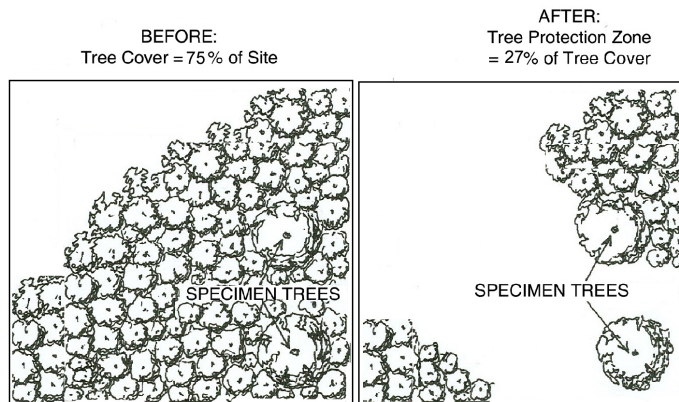
**Illustrative example:**

The aerial tree inventory reveals that the existing tree canopy on a hypothetical 100,000 square foot lot covers 75 percent of the lot. The site is proposed for use as a residential subdivision. The minimum required tree canopy retention for this hypothetical site is 27 percent of the site's total area ( $0.75$  [existing tree cover percentage]  $\times$   $0.36$  [required retention percentage] = 27 percent), yielding a Tree Protection Zone of 27,000 square feet ( $0.27$  [tree save area as a percentage of the site]  $\times$  100,000 [site size]).

- i. **Tree Protection Zone**  
The trees that compose the existing tree canopy to be retained on a lot or development site shall be located within an area referred to as the “Tree Protection Zone”, which shall include the area occupied by the critical root zone of all healthy trees being retained in accordance with this subsection.
- ii. **Designation of Tree Protection Zone**  
All Tree Protection Zones shall be identified for protection in a form acceptable to Town Staff (e.g., open space lot, a platted lot subject to a deed restriction, a conservation easement, dedication to the Town, etc.), and shall be areas where the existing tree canopy will be maintained, and where buildings shall not be located. The Tree Protection Zone shall be depicted on the Preliminary Plat, Site Plan, or Grading Plan, whichever is appropriate. The Tree Protection Zone shall also be depicted on the Final Plat, if required prior.
- iii. **Retention Areas**  
In determining the location of the Tree Protection Zone, the Department of Community Development shall require trees to be retained based on the quality of natural and cultural resources on the site, the condition of the trees, and similar considerations. The following locations shall be considered as priority areas by the Department of Community

Development in establishing the location of the Tree Protection Zone (in no particular order of importance):

- o Woodland forests containing specimen trees and their associated critical root zones (especially those areas greater than five acres);
- o Areas containing specimen trees and their associated critical root zones;
- o Lots or sites within the Ridgeline and Hilltop Protection Area (RHPA);
- o Hillcrest setback areas and hillsides with slopes of 20 percent or greater;
- o Areas containing hedgerows or fencerows and their associated critical root zones;
- o Areas needed to buffer historic structures;
- o Riparian buffers, wetlands, or natural drainage courses;
- o Habitat used by endangered or threatened species;
- o Scenic corridors, gateways, and views;
- o Areas that could serve to extend existing greenways, trails, parks, or recreation areas; and
- o Areas needed for required landscape (e.g., buffers, perimeter landscape strips around vehicular use areas, etc.).



iv. Credit Towards Open Space and Landscape Requirements

- a) The geographic area occupied by a Tree Protection Zone shall be credited towards the open space standards in Section 3.5, Civic and Open Space Standards.
- b) Only those trees meeting the location, species, health, and minimum size requirements applicable to new landscape materials shall be credited and the applicant shall be responsible for demonstrating how retained trees meet the standards of this ordinance.
- c) Existing viable trees meeting the minimum size requirements for new plantings that are located inside a Tree Protection Zone and within 30 feet of a lot line shall be credited towards the planting requirements for a buffer along that same lot line.

- d) Existing viable trees meeting the minimum size requirements for new plantings that are located in the Tree Protection Zone and within 20 feet of the perimeter edge of an off-street parking lot shall be credited towards the parking lot area perimeter landscape requirements.
  - e) Existing viable trees meeting the minimum size requirements for new plantings that are located within a Tree Protection Zone and are not credited towards buffer or parking lot area requirements may be credited towards the site landscape requirements in Subsection 4.14, Landscaping Standards.
- v. Damage or Destruction of Trees  
Damage or destruction of trees due to excessive pruning or topping shall constitute a violation of the ordinance and result in the prescribed replacement and/or mitigation of the damaged trees.
- vi. Removal of Trees in a Tree Protection Zone  
Except as allowed by this section, removal, damage, or destruction of trees within a Tree Protection Zone shall be a violation of this ordinance. Removal, damage, or destruction of trees in a Tree Protection Zone shall require mitigation in accordance with the following standards:
- a) Replacement Trees Required  
Any tree that is damaged or removed from the Tree Protection Zone shall be replaced with one or more trees having a diameter of at least two inches in caliper and a cumulative caliper measurement equal to or greater than the tree that is damaged or removed. If the caliper inches removed cannot be determined, the area subject to tree removal shall be replanted at the rate of 80 trees an acre for each acre disturbed, or portion thereof. Replacement trees shall not be used to meet any other landscape requirements.
  - b) Location of Replacement Trees  
Replacement trees for trees removed from the Tree Protection Zone shall be either planted in the Tree Protection Zone or, in cases where adequate room is not available, planted elsewhere on the lot or development site. In cases when adequate room on the lot or development site is not available, mitigation may take the form of an agreement as approved by the Town Attorney.
  - c) Landscape Requirements Increased  
In cases where land disturbing activity removes or damages trees on a lot or site that is part of a larger development (such as the first phase in a multi-phase development), the planting rates for all required landscape areas associated with any subsequent development on the site or in the same Development Plan, Preliminary Plat, or Site Plan shall be 150 percent of the minimum requirements specified in Section 4.14, Landscaping Standards.
  - d) Temporary Stay on Approvals  
Following notice of violation related to this subsection by the Department of Community Development, all reviews and/or approvals of development permit applications for the site from the date of the violation until:
    - o A replacement plan has been approved by the Department of Community Development and a schedule for replacement has been

approved by Town Staff; or

- o An agreement issued by the developer/property owner for replacement has been approved by the Town Attorney.

f. Tree Removal on Lots with Existing Uses/Not Developing Uses

i. Purpose and Intent

The standards in this subsection are intended to regulate the removal of trees on lots of record larger than one acre that contain an existing lawfully established attached residential or nonresidential uses that may have existing vegetation meeting the landscape requirements from previous versions of this ordinance. The standards in this subsection are also intended to address tree removal on platted residential lots larger than one acre (with or without an existing use). A Tree Protection Zone shall not be established on such lots.

ii. Where Required

The standards in this subsection shall be applied during review of applications for Tree Removal Permits on lots of record containing lawfully established existing attached residential and nonresidential uses and on platted residential lots larger than one acre in size (with or without an existing use). These standards shall not be applied to lots containing detached residential uses smaller than one acre in size.

iii. Removal Standards

Except as allowed by this section, trees proposed for removal shall:

- o Be located on the same lot as a legally established use;
- o Not be within a Tree Protection Zone or on an open space lot;
- o Not be a part of required landscape material or contribute to the screening function of a required landscape area;
- o Not be the subject of a condition of approval requiring their retention; and
- o Not be a specimen tree.

iv. Replacement

Replacement trees shall be required at a 1:1 ratio for each caliper inch removed.

g. Protection of Specimen Trees

Specimen trees are considered to be: (1) any canopy tree with a diameter of 24 inches or greater or (2) any understory tree with a diameter of eight (8) inches or more measured four-and one-half feet above grade (Diameter at Breast Height, DBH). All specimen trees shall be protected on all lots in accordance with the following standards:

i. General Protections

All specimen trees shall have the following protections, whether located on public or private land:

a) Cutting, Removal, or Harm Prohibited

Except as allowed by this section, specimen trees shall not be cut, removed, pushed over, killed, or otherwise harmed; and

- b) Disturbance Prohibited
 

The area within the critical root zone of any specimen tree shall not be subject to any disturbance unless, the disturbance is based on an ISA certified arborist report stating that the proposed construction shall cause no harm to the tree, and as approved by the Community Development Department.
    - c) Single-family residential lots of one acre or less in size and used as a single-family residence shall be exempt from this section.
  - ii. Removal
 

Except in cases where a tree is determined by the Department of Community Development as diseased, dying, or structurally unsound, the Town shall allow removal of specimen trees only if the Planning Director or designee, has reviewed and approved a Development Plan, Site Plan, or Infrastructure Plans in conjunction with a plat that satisfactorily documents the tree canopy cover and associated proposed specimen tree preservation, removal, and replacement or the landowner demonstrates all of the following standards are met:

    - o The site is otherwise in compliance with this subsection;
    - o The specimen tree is outside a Tree Protection Zone;
    - o The specimen tree is an obstacle to access on the lot or site and no alternative exists for relocating such access; and
    - o Replacement trees are provided in accordance with this subsection.
  - iii. Replacement
 

Except in cases where a specimen tree has been determined as diseased, dying, or structurally unsound, the following standards shall be applied following removal of a specimen tree:

    - a) Replacement Trees Required
 

Two (2) caliper inches of replacement trees shall be provided for each caliper inch of specimen tree removed. Each replacement tree shall be a minimum of two (2) caliper inches and shall either be replanted within 12 months of the removal of the specimen tree, or within a timeframe approved by the Department of Community Development. Replacement trees shall not be used to meet any other landscape requirements.
    - b) Location of Replacement Trees
 

Replacement trees shall be either planted on the lot or site where the specimen tree was removed; however, in cases where space on the lot or site is insufficient, mitigation may take the form of an agreement approved by the Town Attorney.
- h. Tree Protection During Construction
  - i. Owner's Responsibility
 

During development, the owner or developer shall be responsible for the erection of all barriers necessary to protect any existing or installed trees from damage both during and after construction in accordance with the standards of this subsection.
  - ii. Tree Protection Fencing



- a) **Where Required**

All specimen trees, trees in a Tree Protection Zone, and trees intended for use as credit towards the landscaping standards of this ordinance shall be fenced in accordance with this subsection before grading or other land-disturbing activity begins. Fencing shall extend at least one foot in distance from the edge of the tree for each inch of DBH, so that, at a minimum, each tree's critical root zone is protected, but no case shall the tree fence be less than ten feet from the trunk. The Department of Community Development shall consider existing site conditions in determining the exact location of any tree protection fencing.
- b) **Type of Fencing**

All fencing required by this subsection shall be chain link fencing at least four feet in height and secured using appropriate posts spaced not more than ten feet apart.
- c) **Signage**

Signs shall be installed on the tree protection fence visible on all sides of the fenced-in area at a rate of at least one sign for every 150 linear feet. The size of each sign must be a minimum of two feet by two feet and shall contain the following language in English and Spanish: "TREE PROTECTION ZONE: KEEP OUT. ZONA DE LA PROTECCION DEL ARBOL. NO SE PERMITE ENTRAR".
- d) **Trenching Prior to Clearing Activities**

The removal of trees adjacent to tree save areas can cause inadvertent damage to the protected trees. Prior to clearing activities, trenches with a minimum width of one-and-one-half inches and a minimum depth of 30 inches shall be cut along the limits of land disturbance, so as to cut, rather than tear tree roots.
- e) **Inspection**

All tree protection measures shall be inspected and approved by the Department of Community Development prior to start of any land disturbing activities. Failure to have tree protection measures prior to the commencement of construction is a violation of this ordinance.
- f) **When Required**

The tree protection fencing shall be clearly shown on the Site Plan, Grading Plan, or other plan, as required by Town Staff. No construction, grading, equipment or material storage, or any other activity shall be allowed within the fenced area except in accordance with the standards of this subsection. Fencing shall be maintained until the land disturbance activities are complete.
- iii. **Encroachments into Root Zones**

Encroachments within the root zones of trees protected in accordance with this subsection shall occur only in rare instances, such as required for the installation of streets, vehicular drives, sidewalks, utilities; and no alternatives exist, or alternative exist, but are impractical. If such an encroachment is anticipated, the following preventive measures shall be employed prior to the encroachment:

a) Arborist Report

Written verification is prepared by a qualified arborist of the tree's condition before and after the encroachment, including preventive measures that shall be employed prior to, during, and after the encroachment to insure the viability of the tree.

b) Soil Compaction

Where compaction might occur due to traffic or materials through the protection area, the area shall first be mulched with a minimum four-inch layer of wood chips or a six-inch layer of pine straw. Equipment or materials storage shall not be allowed within the Tree Protection Zone.

c) Effluent

In no instance shall any effluent associated with construction process, including fueling, concrete mixing, pouring, or rinsing processes, drain onto lands protected by tree protection fencing or other control measures.

i. Monitoring and Maintenance of Tree Protection

Owners of land shall be responsible for the preservation and maintenance of all trees required to be saved and protected under this section.

**Throughout Article 3**

Renumber Tables 3.1-3.20, according to the addition of two (2) new tables in Section 3.1.1, which shall be new Tables 3.1 and 3.2.

**Section 4.14 Landscape Standards**

4.14.1 General to all zoning districts

...

f. Tree protection and removal for all sites shall comply with Section 3.3.14 of this ordinance.

**Section II. UPDATES TO THE BOND/PUBLIC IMPROVEMENT ACCEPTANCE & DEDICATION PROCESS**

**Section 5.2.9 Surety Required**

Prior to recording the final subdivision plat, the applicant shall provide a surety conforming to §5.2.10. The amount and form of such surety shall be sufficient to guarantee to the Town, satisfactory construction, installation, and dedication, free and clear of any encumbrances, of the ~~incomplete portion~~ of the required improvements. If a development agreement has not already been approved as specified in § 5.2.8 Development Agreement Required Prior to Preliminary Plat, such an agreement shall be provided at this time. The approval of the development agreement shall follow the same procedure as set forth in § 5.2.8. Such surety instruments shall comply with all statutory requirements and shall be satisfactory to the Town Attorney as to form, sufficiency, and manner of execution, as set forth in these regulations.

The required public improvement that are guaranteed by surety shall be completed within two (2) years from the date of approval of the final plat. After the two (2) year period, the Planning Commission may, upon proof of difficulty, extend the completion date for an additional one (1) year. If extended, the bond amounts shall be revised to account for increases in cost for the completion of the public improvements.

...

(c) Time to post surety and Planning Commission Review

The Surety Bond ~~must~~ shall be posted prior to the affixation of signature by the Secretary of the Planning Commission to the approved final plat within 60 days of the Planning Commission action establishing the surety amount. Failure to post the surety prior to the expiration of the final plat within the allotted time period will require re-approval of the final plat. All review fees will apply.

The Planning Commission shall review the progress of each public improvement guaranteed by surety at least one (1) time during the calendar year, as near the original approval date of the final plat as practicable.

### **Section 5.2.13 Reduction of Bonds and the Dedication and Acceptance of Public Improvements**

- a. The Town's Dedication of Public Improvements and Release of Sureties Policy ("Policy") shall be the guiding document for all processes and procedures for public improvements held under bond. The extension, reduction, or release of a bond shall occur according to this ordinance and said Policy. The dedication and acceptance of public improvements shall occur according to this ordinance and said Policy. The Developer shall issue to the Town an Engineer's Certification form to initiate any action request for the extension, reduction, or release of any surety held for a required public improvement. The Engineer of Record shall sign and affix their seal to the Engineer's Certification for all requests for release or reduction of an established bond amount.
- b. The surety instruments guaranteeing installation of improvements may be reduced upon completion of the base asphalt and again upon completion, dedication and acceptance of such improvements and then only to the ratio that the cost of the public improvements dedicated bears to the total cost of public improvements included in said plat. As a general rule, a bond will not be reduced below fifteen (15) percent of the total estimated cost of the required improvements.

### **Section 5.2.18 Acceptance of Streets and Other Approval of Dedication of Public Improvements**

The Planning Commission shall review the performance surety based on Town Staff's Bond Report. If the public improvement is determined to be complete, the Planning Commission shall release the performance surety and make a recommendation to BOMA to accept the public improvement. Acceptance of streets and other public improvements for public maintenance, ~~except utilities,~~ shall be by action of BOMA. Town Staff shall return the surety upon BOMA's vote to accept the improvement. The Planning Commission may require the plat to be endorsed with appropriate notes to this effect.

### **Section 5.2.19 Maintenance of Public Improvements**

The applicant shall be required to maintain all improvements for at least one (1) year after acceptance of the public improvements by the governing authority BOMA, or until such time thereafter when the applicant requests, through an Engineer's Certificate, signed and sealed by the Engineer of Record, release of the maintenance surety. ~~A portion of the developer's bond shall be retained to guarantee said maintenance. The amount retained shall be set by the Town Engineer. The Town Engineer shall recommend to Planning Commission the amount of the maintenance surety. Planning Commission shall set the maintenance surety at the same time and in the same vote that releases the performance surety in order to continue the developer's guarantee. The performance surety shall be exchanged by Town Staff for the maintenance surety after BOMA approves the dedication of the public improvement.~~

### **5.2.20 Release of Maintenance Bond and Approval of Acceptance the Public Improvements**

Upon completion of the one (1) year maintenance/warranty period, and based upon the favorable recommendation in the Town Staff's Bond Report, ~~correction of any and all defects in the required~~

~~improvements, the remaining bond shall be released by the~~ Planning Commission shall recommend release of the maintenance surety upon the BOMA's approval of acceptance of the public improvement ~~Town Engineer~~. Upon BOMA's acceptance of the public improvement, it shall become the Town's asset and Town Staff shall return the maintenance surety to the applicant.

**Section III. REMOVED BY PLANNING COMMISSION**

**Section IV. RESIDENTIAL OPEN SPACE AMENITY PERMIT REQUIREMENT**

Section 3.5.3 Residential Open Space Amenity Permit

The addition of any amenity (e.g. playgrounds, pools, trails, basketball courts, tennis courts, etc.) within a Residential Open Space lot specified in any plat, site plan, or other similar document filed with the Department of Community Development shall require a Residential Open Space Amenity Permit, approved by the Planning Commission and issued by the Department of Community Development. Said permit is designed to ensure compliance with this ordinance and other Town law and to ensure that any use within an approved residential open space lot conforms to approved preliminary plat specifications and overall policy in accordance with the Town General Plan. The Planning Commission shall deny any such application for permit if the amenity described therein would:

- a) create a nuisance to surrounding residences,
- b) violate this ordinance or any other Town, State, or Federal law, or
- c) be in disharmony with the Town's General Plan.

The application for a Residential Open Space Amenity Permit shall include a site plan to be reviewed by the Planning Commission that fully depicts and describes the amenity proposed; shows the location of the amenity and its accessories; and demonstrates that the amenity meets all LDO requirements. The Planning Commission may require further information of the applicant in order to properly evaluate the application.

**RESOLUTION NO. 2021-010**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
TO ESTABLISH A COMMITTEE FOR CONSIDERATION OF WARDS**

WHEREAS, the Town of Thompson's Station, after presentation and review by the Municipal Technical Advisory Services (MTAS) and the Administrator of Elections for Williamson County as to the process for establishing wards or districts, desires to proceed in the process to create wards or districts for municipal aldermanic elections; and

WHEREAS, the Board of Mayor and Aldermen believes the consideration of establishing wards or districts for the apportionment of representation for the Town of Thompson's Station is appropriate at this time; and

WHEREAS, the Board of Mayor and Aldermen acknowledges the guidance provided by the Comptroller of the Treasury for the State of Tennessee by and through The Guide to Local Government Redistricting in Tennessee (May 2021), which recommends establishing a committee for the purpose of determining plans for the creation of wards or districts; and

WHEREAS, the Board of Mayor and Aldermen, as the governing body of and for the Town of Thompson's Station, does hereby constitute and appoint the current Board of Mayor and Aldermen as the Ward/Districting Committee for the purposes stated herein.

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

The Board of Mayor and Aldermen does constitute and establish the current Board Of Mayor and Aldermen as the Ward/Districting Committee for the Town of Thompson's Station for the purpose of considering and determining plans for the creation and/or expansion of wards or districts on behalf of the Town of Thompson's Station, for which such committee shall meet from time to time for that purpose.

RESOLVED AND ADOPTED this \_\_\_\_ day of JUNE, 2021.

\_\_\_\_\_  
**Corey Napier , Mayor**

ATTEST:

\_\_\_\_\_  
Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Town Attorney

**RESOLUTION NO. 2021-009**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
APPROVING QUIT CLAIM DEED FOR OPEN SPACE IN THE BLACKBERRY ESTATES  
SUBDIVISION TO THE BLACKBERRY ESTATES HOMEOWNERS ASSOCIATION**

WHEREAS, the Town currently owns Lot 1a in the Blackberry Estates subdivision; and

WHEREAS, Lot 1a is an open space lot maintained by the Blackberry Estates Homeowners Association (HOA); and

WHEREAS, the HOA has expressed a desire to take ownership over the open space lot and relieve the Town of any liability regarding the same; and

WHEREAS, an appraisal was commissioned by the HOA, which shows a market value of \$0 due to the lot being required for open space and stormwater drainage; and

WHEREAS, the Town does not own any other subdivision open space lots.

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

That the quit claim deed for Lot 1a of the Blackberry Estates Subdivision is hereby approved, and the Mayor is authorized to execute the same on behalf of the Town.

RESOLVED AND ADOPTED this 8<sup>th</sup> day of June 2021.

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**Corey Napier , Mayor**

ATTEST:

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Town Recorder

APPROVED AS TO LEGALITY AND FORM:

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Town Attorney



311 S. ROYAL OAKS BOULEVARD, SUITE 110A  
 FRANKLIN, TN 37064  
 615.866.4863  
 BGJONES@BGJONESCOMPANY.COM  
 WWW.BGJONESCOMPANY.COM

**RESTRICTED APPRAISAL REPORT**

THE FOLLOWING REPORT IS INTENDED TO COMPLY WITH THE REQUIREMENTS SET FORTH UNDER THE FINANCIAL INSTITUTIONS REFORM, RECOVERY, AND ENFORCEMENT ACT (FIRREA), THE INTERAGENCY APPRAISAL AND EVALUATION GUIDELINES, EFFECTIVE DECEMBER 10, 2010, AND THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP), EFFECTIVE JANUARY 1, 2020. THIS REPORT IS INTENDED FOR INTERNAL USE ONLY BY THE STATED CLIENT/INTENDED USER. THE APPRAISER'S OPINIONS AND CONCLUSIONS SET FORTH IN THE REPORT MAY NOT BE UNDERSTOOD PROPERLY WITHOUT ADDITIONAL INFORMATION RETAINED IN THE APPRAISER'S WORK FILE. B.G. JONES & COMPANY IS NOT LIABLE FOR ANY UNAUTHORIZED USE OF THIS REPORT.

<b>PROJECT/JOB ID NO.</b>	N/a
<b>PROPERTY NAME</b>	Blackberry Estates, Lot 1A
<b>PROPERTY ADDRESS</b>	2001 Blackberry Estates Drive
<b>CITY/COUNTY</b>	Thompson's Station / Williamson County
<b>STATE</b>	TN
<b>CLIENT/INTENDED USER</b>	Blackberry Estates Homeowners Association
<b>INTENDED USE</b>	Potential acquisition
<b>PURPOSE OF REPORT</b>	To estimate the as is market value of the subject property.
<b>EFFECTIVE DATE OF VALUATION</b>	4/6/2021
<b>DATE OF REPORT</b>	4/9/2021
<b>PROPERTY RIGHTS APPRAISED</b>	Fee Simple Estate

**VALUATION CONCLUSION**

AS IS MARKET VALUE:	\$0.00
MARKETING TIME:	3 months or less
EXPOSURE TIME:	3 months or less

#### **SCOPE OF WORK**

The subject property is dedicated open space within a 22-lot development. The lot was deeded to the City of Thompson's Station when the neighborhood was developed, and the plat states that "the developer and/or the homeowners association of Blackberry Estates shall be responsible for maintaining lot 1A including the area within the detention pond and/or drainage easement on Lot 1A until 20 lots within Blackberry Estates have been issued a certificate of occupancy. This includes mowing grass, but does not include maintenance of the public drainage system facilities such as pipe, weir, headwalls, etc. or removing of silt from the pond."

As of the effective date of appraisal, it is assumed that at least 20 lots have been issued a certificate of occupancy. Therefore, the property owner is responsible for maintenance of the lot.

In order to determine the market value of the lot, we have considered potential uses of the lot, and the bundle of rights which are held by the existing owner.

#### **DEFINITION OF MARKET VALUE**

"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both Parties are well informed or well advised, and acting in what they consider to be their own best interests;
3. A reasonable time is allowed for exposure to the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." – Source: 12 CFR 34.42 (g).

#### **ASSIGNMENT CONDITIONS/SIGNIFICANT OBSERVATIONS & LIMITING CONDITIONS**

This appraisal is subject to the extraordinary assumption that the subject lot is not buildable, that access to the property by other homeowners within Blackberry Estates cannot be restricted, and that the homeowners within Blackberry Estates have control over the potential uses of the property. This report is not subject to any other extraordinary assumptions or hypothetical conditions. The use of extraordinary assumptions or hypothetical conditions may have an effect on assignment results. The appraised value included herein does not include value attributed to furniture, fixtures and/or equipment (FF&E).



**IDENTIFICATION OF REAL ESTATE**

*Property Name:* Blackberry Estates, Lot 1A

*Address:* 2001 Blackberry Estates Drive

*City:* Thompson's Station

*County:* Williamson

*State:* TN

*Zip:* 37179

*Map/Parcel:* 1551-B/23

*Legal Description:* The subject property is identified as Lot 1A on the Final Plat of Blackberry Estates, of record in Plat Book 52, Page 36, Register's Office of Williamson County, Tennessee.

**PROPERTY DESCRIPTION**

*Land Area (Ac.):* 2.48

*Land Area (SF):* 108,232

*Source of Land Area:* Plat

*Shape:* Irregular

*Topography:* Mostly level

*Vegetation:* Mostly Cleared

*Frontage:* Primary/Secondary

*Access:* Average

*Utilities:* Water, Electric

*FEMA Flood Map/Date of Last Revision:* 47187C 0365 F / 9/29/2006

*Floodplain Encumbrance:* None

*Other Significant Easements/Encumbrances:* Detention and/or drainage easement

*Building Type:* N/a

*Exterior Construction:* N/a

*Building Size (SF):* 0

*No. Units:*

*Building Year Built:*

*Secondary Improvements:* N/a

*Overall Construction Quality:* N/a

*Overall Property Condition:* N/a

*Source of Bldg. Area:* N/a

*FAR:* 0.00

*Current Use:* Common space

*Projected Use:* Common space

*Zoning:* D1

*Zoning Compliance:* Legally Conforming

*Additional Comments:* N/a

**AERIAL IMAGE**



**OWNERSHIP/PREVIOUS SALE DATA**

*Current Owner:* Town of Thompson's Station

*Prior Sale Date:* 3/26/2010

*Prior Sale Price:* \$0

*Prior Sale Price/SF:* \$0.00

*Is Prior Sale Arm's Length?:* N/a

*Comments/Other recent sales:*

N/a



**CURRENT LISTING/CONTRACT INFORMATION**

*Pending Sale Price: \$0*

*Current List Price: \$0*

*Pending Sale Price/SF: \$0.00*

*Current List Price/SF: \$0.00*

*DOM: 0*

**PROPERTY TAXES**

*Tax Appraised Land Value: \$0*

*Tax Assessment Ratio: 25%*

*Tax Appraised Improvement Value: \$0*

*Millage Rate/\$100: \$2.3230*

*Total Tax Appraised Value: \$0*

*Annual Tax Burden: \$0.00*

*Greenbelt Value: N/a*



#### **LOCATION DESCRIPTION/MARKET ANALYSIS**

The subject property is located along the west side of Lewisburg Pike, just south of Thompson's Station Road East in Thompson's Station, Williamson County, Tennessee. Property uses in the area are comprised predominately of low to medium-density residential and rural land uses.

*Demographic Study Area/Neighborhood:* Thompson's Station, Tennessee

*Current Population:* 7,606

*Population Trend:* Increasing

*Current Median Household Income:* \$119,326

*Current State Median Household Income:* \$53,346

*Neighborhood Character:* Suburban

*Neighborhood Life-Cycle Stage:* Growth

#### **HIGHEST AND BEST USE CONCLUSION**

*Highest & Best Use – As Vacant:* Common space

#### **VALUATION ANALYSIS**

As the subject is common area within a platted subdivision, the lot is not buildable, and potential uses of the property may be restricted by the other owners within the subdivision. Further, the current owner does not appear to enjoy the right to exclude the other owners within the subdivision from use of the property.

Given the rights held by the property owner, it is my opinion that there is no economic use to which the property can be applied, and the bundle of rights enjoyed by the property owner are no greater than that of the right to use a public space, such as a park, which is equally desirable to ownership of the subject lot, without the maintenance requirement imposed by ownership of the subject parcel. Therefore, the market value of the subject site is considered either \$0 or a negative value, based on the ongoing maintenance requirement, depending on the buyer. It is logical that the property has value to the homeowners of Blackberry Estates, as ownership will allow control over the common area within the subject development. However, there is no foreseeable use to any other entity which would result in positive value to the property. Accordingly, the market value of the subject property is estimated to be \$0, with the most likely buyer being the homeowners of Blackberry Estates.

#### **VALUE CONCLUSION**

\$0.00

MARKETING TIME: 3 months or less

EXPOSURE TIME: 3 months or less

## CERTIFICATION

I certify that, to the best of my knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, Title XI of FIRREA, and the Code of Professional Ethics and Standards of the Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Ben G. Jones made a personal exterior inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the person signing this report.
11. As of the date of this report, I, Ben G. Jones, MAI have completed the requirements of the continuing education program of the Appraisal Institute.
12. Ben G. Jones hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-3082.
13. Ben G. Jones has not rendered any professional services pertaining to the subject property in the last three years.



Ben G. Jones, MAI, CCIM  
Certified General Real Estate Appraiser  
License No. 3082  
Principal  
B.G. Jones & Company

## GENERAL ASSUMPTIONS & LIMITING CONDITIONS

This appraisal report and resulting estimate of value is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, unless otherwise stated in this appraisal report.
4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser(s) has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser(s) assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser(s) recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. Statements herein regarding legal conformity are not guaranteed, as the scope of work required to determine legal conformity with all zoning regulations, particularly in jurisdictions with complex zoning ordinances, exceeds the scope of work performed in this report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contain in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
12. The appraiser(s) is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
13. Unless otherwise stated in this appraisal report, the appraiser(s) did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such

- substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser(s) recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.
14. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP) and local GIS records (where available). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, we recommend that the property should be covered by adequate flood insurance.
  15. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.
  16. Any proposed or incomplete improvements included in this appraisal report, valued as completed, are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
  17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
  18. The Americans with Disability Act (ADA) became effective July 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.
  19. Unless otherwise specified, the appraiser has not identified any purchaser, borrower or seller as an intended user of this appraisal and no such party should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use. This appraisal report should not serve as the basis for any property purchase decision or any appraisal contingency in a purchase agreement relating to the property.



## QUALIFICATIONS OF BEN G. JONES, MAI, CCIM

### Education

University of Tennessee – Knoxville, Tennessee (1996 - 2000)

Bachelor of Science Degree in Finance

### Professional Courses & Seminars

Real Estate Appraisal Principles - CLI, 2002

Uniform Standards of Professional Appraisal Practice - CLI, 2002, Appraisal Institute, 2005

Appraisal Procedures – Appraisal Institute, 2003

Basic Income Capitalization – Appraisal Institute, 2003

Advanced Income Capitalization – Appraisal Institute, 2003

Advanced Sales & Costs – Appraisal Institute, 2004

Report Writing & Valuation Analysis – Appraisal Institute, 2004

Advanced Applications – Appraisal Institute, 2005

Highest & Best Use and Market Analysis – Appraisal Institute, 2005

Business Practices & Ethics – Appraisal Institute, 2005, 2018

USPAP Update Course – Appraisal Institute, 2007, 2009, 2011, 2013, 2015, 2017, 2018

Eminent Domain & Condemnation – Appraisal Institute, 2008

Engineering Plan Development & Application – IRWA, 2008

Federal Agency Update – Appraisal Institute & IRWA, 2009

Understanding 1031 Tax Free Exchanges – GNAR, 2009

Condemnation Appraising: Principles & Applications – Appraisal Institute, 2009

Subdivision Valuation – Appraisal Institute, 2009

Appraising Convenience Stores – Appraisal Institute, 2009

Appraisal Curriculum Overview – Appraisal Institute, 2010

Uniform Appraisal Standards for Federal Land Acquisitions – Appraisal Institute, 2010

Financial Analysis for Commercial Investment Real Estate – CCIM, 2011

Market Analysis for Commercial Investment Real Estate – CCIM, 2012

Realtors Code of Ethics Training – GNAR, 2013, 2018

Analyzing Operating Expenses – Appraisal Institute, 2013

Forecasting Revenue – Appraisal Institute, 2013

Investment Analysis for Commercial Investment Real Estate – CCIM, 2013

Commercial Real Estate Negotiations – CCIM, 2013

Advanced Spreadsheet Modeling for Valuation Applications – Appraisal Institute, 2013

User Decision Analysis for Commercial Investment Real Estate – CCIM, 2013

Liability Prevention for Real Estate Appraisers – Appraisal Institute, 2016

Contract or Effective Rent: Finding the Real Rent – Appraisal Institute, 2016

Real Estate Investing: Beyond the Basics – McKissock, 2017

The Basics of Land Management – McKissock, 2017

Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications – Appraisal Institute, 2017

Understanding Conservation Easements – Land Trust of Tennessee, 2017

Advanced Market Analysis – CCIM, 2019

### Experience

2007 - Present: Principal, *B.G. Jones & Company, LLC*

2002 - 2007: Commercial Independent Fee Appraiser

### Property Types Appraised

- Multi-family Condominiums/Apartments
- Industrial
- Retail/Restaurants/Convenience Stores
- Subdivisions/Mixed-Use Projects
- Office
- Agricultural/Rural Land
- Special Purpose Properties
- Complex Residential/Estates
- Institutional

### Professional Affiliation

Tennessee State Certified General Real Estate Appraiser, CG-3082

Member of the Appraisal Institute, No. 12554

Real Estate Broker – State of Tennessee – License Number 312995

Member of Greater Nashville Association of Realtors®

State of Tennessee Assessment Appeals Commission – 2018-Present

Prequalified Right-of-Way Appraiser for the Tennessee Department of Transportation

Certified Commercial Investment Manager – Member No. 08988151



PHOTOGRAPHS



VIEW FACING SOUTHWEST ACROSS SUBJECT PROPERTY



VIEW FACING SOUTHEAST ACROSS SUBJECT PROPERTY





VIEW FACING EAST TOWARDS ENTRANCE TO BLACKBERRY ESTATES (SUBJECT TO RIGHT)



VIEW FACING WEST ALONG BLACKBERRY ESTATES DRIVE

**ORDINANCE NO. 2021-011**

**AN ORDINANCE OF THE TOWN OF THOMPSON’S STATION, TENNESSEE TO  
AMEND TITLE 5 OF THE THOMPSON’S STATION’S MUNICIPAL CODE BY  
ADDING CHAPTER 5 ADOPTING A HOTEL & MOTEL PRIVILEGE TAX**

WHEREAS, the need to update Title 5 of the Municipal Code for the benefit of the citizens of Thompson’s Station has become apparent to Town Staff, and

WHEREAS, keeping in line with other jurisdictions in Williamson County with regard to privilege taxes is important, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of an amendment to Title 5 by adding a new chapter, Chapter 5, as proposed herein to create a privilege tax upon the occupancy of hotels, motels, and other short-term rentals, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to adopt the new Chapter 5 of Title 5; 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 5, is amended by adopting a new chapter, Chapter 5, as provided hereinafter.

**Section 2.** That Title 5 is amended with the following additions

...

**CHAPTER 5**

**HOTEL & MOTEL PRIVILEGE TAX**

**SECTION**

- 5-501. Definitions.
- 5-502. Privilege tax levied: use.
- 5-503. Payment of tax.
- 5-504. Interest and penalty for late payment.
- 5-505. Compensation to the Hotel.
- 5-506. Records Requirement.
- 5-507. Enforcement and severability.

**5-501. Definitions.**

As used in this ordinance:

- (1) “Consideration” means the consideration charged, whether or not received, for the occupancy in a hotel valued in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever;

- (2) "Hotel" means any structure or space, or any portion thereof, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist camp, tourist cabin, motel or any place in which rooms, lodgings or accommodations are furnished to transients for a consideration;
- (3) "Occupancy" means the use or possession, or the right to use or possession, of any room, lodgings or accommodations in any hotel;
- (4) "Operator" means the person operating the hotel whether as owner, lessee or otherwise.
- (5) "Persons" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit; and
- (6) "Transient" means any person who exercises occupancy or is entitled to occupancy of any rooms, lodgings or accommodations in a hotel for a period of less than thirty (30) continuous days.

**5-502. Privilege tax levied: use.**

(1) Pursuant to the provisions of **TCA 67-4-1401 through 67-4-1425**, including but not limited to that certain amendment by Public Acts of 2003, Chapter No. 370 signed on June 17, 2003, there is hereby levied a privilege of occupancy tax in any hotel of each transient, from and after the operative date of this ordinance. The rate of the levy shall be Five Percent (5%) of the consideration charged by the operator. This privilege tax shall be collected pursuant to and subject to the provisions of these statutory provisions. The Town Administrator, or his or her designee, shall be designated as the authorized collector to administer and enforce this ordinance and these statutory provisions.

(2) The proceeds received from this tax shall be designated for use by the Town for the Town's parks and recreation or as such future ordinance may direct. Proceeds of this tax may not be used for any other purpose, including as a subsidy in any form to any hotel or motel.

**5-503. Payment of tax.**

The tax levied shall be remitted by all operators who lease, rent or charge for rooms or spaces in hotels within the Town of Thompson's Station, Tennessee, to the Town Administrator, or his or her designee, of the Town of Thompson's Station, Tennessee. The payment of such tax to be remitted not later than the twentieth (20<sup>th</sup>) day of each month for the preceding month. The operator is hereby required to collect the tax from the transient at the time of the presentation of the invoice for occupancy as may be the custom of the operator, and if credit is granted by the operator to the transient, then the obligation to the Town of Thompson's Station, Tennessee, for the amount of tax for which credit was given shall be that of the operator.

**5-504. Interest and penalty for late payment.**

(1) Taxes collected by an operator which are not remitted to the authorized collector on or before the due date designated herein shall be delinquent.

(2) The hotel operator shall be liable for interest on any delinquent taxes from the due date at the rate of twelve percent (12%) per annum, and in addition, for the penalty of one percent (1%) for each month or fraction thereof such taxes are delinquent. Such interest and penalty shall become a part of the tax herein required to be remitted.

**5-505. Compensation to the Hotel.**

For the purpose of compensating the operator in accounting for and remitting the tax levied pursuant to this ordinance, the operator shall be allowed two percent (2%) of the amount of the tax due and accounted for and remitted to the officer in the form of a deduction in submitting the operator's report and paying the amount due by such operator; provided, that the amount due was not delinquent at the time of payment.

**5-506. Records Requirement.**

The hotel operator must keep records for three (3) years, with the right of inspection by the Town at any reasonable time.

**5-507. Enforcement and severability.**

(1) The Town Administrator, or his or her designee, in administering and enforcing the provisions of this chapter shall have as additional powers those powers and duties with respect to collecting taxes as provided in Tenn. Code Ann. Title 67, or otherwise provided by law.

(2) The provisions of this chapter are hereby declared to be severable. If any of its sections, provisions, exceptions, or parts be held unconstitutional or void, the remainder of the chapter shall continue to be in full force and effect, it being the legislative intent now hereby declared, that this chapter would have been adopted even if such unconstitutional or void matter had not been included herein.

...

**Section 3.** After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

**Section 4.** 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 5.** 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



# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

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

Project: Fiscal Year (FY) 2022 Wastewater System General Support Services

Location: Thompson's Station, Tennessee

Description of Project: The project consists of 1) the review of wastewater capacity reservation requests; and 2) provide Board of Mayor and Aldermen (BOMA) and Utility Board meeting assistance.

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

See Exhibit A

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

See Exhibit A and Exhibit B

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

IV. **TIME:** unless agreed otherwise in writing, **Barge** will commence its services within a reasonable time after receipt of an executed copy of this agreement. **Barge** will perform its services in a timely manner commensurate with the exercise of due professional care. time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **Barge's** control. if such delay or suspension extends more than six months (cumulatively), **Barge's** compensation shall be equitably adjusted.

V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **Barge** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **Barge** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **Barge** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **Barge** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **Barge**. The parties further agree that **Barge** is not a fiduciary of **Client**.

- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **Barge**, **Client** shall pay **Barge** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **Barge** all drawings, reports, documents, and other instruments of professional services prepared by **Barge**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **Barge** pursuant to this Agreement are instruments of professional service. **Barge** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **Barge** shall be at **Client's** sole risk and without liability to **Barge**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **Barge** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **Barge** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **Barge** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **Barge** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **Barge** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **Barge** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **Barge** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **Barge**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **Barge's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **Barge's** services under this Agreement from any cause or causes shall not exceed the amount of **Barge's** fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. **DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. **OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **Barge** represents the judgment of one or more **Barge** design professionals and is supplied for general guidance of **Client**. Since **Barge** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **Barge** does not guarantee the accuracy of such opinions.

**XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee. The venue for any litigation regarding this contract shall be in the Williamson County Chancery Court, Franklin, Tennessee.

Town of Thompson's Station, Tennessee	Barge Design Solutions, Inc.
By:	By:
Printed Name: Corey Napier	Printed Name: Jonathan Childs, P.E.
Title: Mayor	Title: Water Business Unit Director
Address: 1550 Thompson's Station Rd W Thompson's Station, TN 37179	Address: 615 Third Ave S, Suite 700 Nashville, TN 37210
Date Signed:	Date Signed:

*Approved as to form and legality.  
 Kirk Vandewort 5.28.21  
 Town Attorney*

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for Town of Thompson's Station (Client) for the FY 2022 Wastewater System General Support Services, in accordance with the Professional Services Agreement (Agreement). The scope of work is presented in the following elements:

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

### **I. Project Description**

The project consists of the following elements: 1)) the review of wastewater capacity reservation requests. Developers and other entities interested in tying into the Client's wastewater system will submit requests to reserve wastewater system capacity for proposed developments. The Client will submit the information provided by the applicants to Barge. Barge will review the information and determine whether there is sufficient wastewater system capacity in the system, and will provide a summary of the evaluation to the Client. As the effort to complete each evaluation may vary depending on complexity, the work is proposed to be performed hourly. Barge will update the Client as work progresses on the budget status and if additional budget may be required to review all of the requests received. 2) attendance at the Town's Board of Mayor and Aldermen (BOMA) and Utility Board meetings outside of the existing contracted scope.

### **II. Scope of Services**

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

- Task 1 – Project Management
- Task 2 - Wastewater System Capacity Reservation Request Review
- Task 3 - BOMA and Utility Board Meeting Support

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

#### **Task 1 – Project Management**

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

- Perform general project management duties including supervising and coordinating the project team, monitoring of project progress, costs, and work to complete.



- Prepare and submit monthly invoices and project status reports. Communicate potential scope changes, schedule impacts, and cost risks to allow for timely guidance from client staff to manage change.

**Deliverables:**

The following deliverables will be provided as part of this task:

- Monthly Progress Reports and Invoices

**Assumptions:**

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

- The project is assumed to run through the end of the Client's 2022 fiscal year, June 30, 2022.

**Task 2 – Wastewater System Capacity Reservation Request Review**

Barge will perform the following services related to the wastewater system capacity review process.

- Barge will review the information provided by wastewater system capacity reservation applicants. If all information has not been provided as required by the Client's ordinances, Barge will notify the Client and will resume the review once all applicable information has been received.
- Barge will enter the proposed wastewater flow information into the existing wastewater system model. The system model will be run to determine if there is sufficient capacity in the system to accommodate the proposed additional flow. Barge will note capacity constraints downstream of the proposed development tie-in location identified by the model.
- A letter will be provided to the Client summarizing the findings of the model run. If the model results indicate insufficient system capacity to accommodate the proposed development, up to two options for alternative tie-in location or improvements to allow the desired capacity increase will be determined and a brief scope will be provided in the letter.
- Once a proposed development has paid a deposit to reserve the requested system capacity and upon notification by the Client, Barge will indicate the reserved capacity in the system model.

**Deliverables:**

The following deliverables will be provided as part of this task:

- Letter describing modeling results of wastewater system evaluation and other options, if necessary.

**Assumptions:**

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

- Any correspondence with applicants will be directed through Client staff.
- Barge will not develop an opinion of probable construction costs for any identified improvements.
- Barge will return a letter to the Client within two weeks of receipt of the ordinance-required information.
- Up to 86 hours of time have been budgeted for this task.

**Task 3 – BOMA and Utility Board Meeting Support**

Barge will perform the following services related to the BOMA and Utility Board Meeting Support.

- A representative from Barge will attend BOMA meetings as requested during the course of the Town's 2022 fiscal year. Barge will prepare presentation materials as applicable and provide an update on projects as requested (up to 8 meetings). It is assumed the meetings will be up to 2-hours in duration and will require no more than two additional hours of preparation by technical, administrative, and project management staff. Any action items which develop as the result of the meeting, and are not associated with existing contracts, will require a separate contract to perform.
- A representative from Barge will attend Utility Board meetings as requested during the course of the Town's 2022 fiscal year. Barge will prepare presentation materials as applicable and provide an update on projects as requested (up to 10 meetings). It is assumed the meetings will be up to 1-hour in duration and will require no more than two additional hours of preparation by technical, administrative, and project management staff. Any action items which develop as the result of the meeting and are not associated with existing contracts will require a separate contract to perform.

**III. Compensation**

Client agrees to pay Barge for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with the Schedule of Standard Charges included in Exhibit B of the Agreement. The not to exceed budget for Barge to perform the scope of work as defined in the tasks above is \$30,000. The budget status will be summarized monthly in our progress report and invoice submittal.



**Exhibit B, Schedule of Standard Charges  
FY 2022 Wastewater System General Support Services  
Town of Thompson's Station**

**HOURLY-RATE BASIS**

The following hourly rates shall apply for personnel of Barge and its wholly owned subsidiaries for time properly chargeable to the work:

Principal Engineer, Senior Technical Specialist, Practice Leader.....	\$200 to \$250
Project Manager.....	\$150 to \$190
Professional Engineer.....	\$110 to \$190
Senior Designer.....	\$120 to \$130
Professional Land Surveyor.....	\$110 to \$130
Engineer-In-Training.....	\$90 to \$125
Designer or CADD Technician.....	\$75 to \$110
Project Administrator, Administrative Assistant.....	\$80 to \$100
Surveyor.....	\$60 to \$75

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subconsultant's statement plus 15 percent.

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

The hourly rates listed above are valid until July 1, 2022, after which the rates may be adjusted annually based on average salary adjustments.