

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
June 12, 2018**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

**Consideration Of The Minutes Of The May 8, 2018 Regular Meeting And The
May 31, 2018 Special Session Meeting**

Documents:

[05082018 MINUTES.PDF](#)

[05312018 MINUTES SPECIAL SESSION.PDF](#)

Public Comments-

Presentation: Barge Design Solutions - Update On Wastewater Study

Unfinished Business:

**1. Public Hearing And Second Reading Of Ordinance 2018-011: AN
ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE WHICH
AMENDS THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1,
2017 AND ENDING JUNE 30, 2018**

Documents:

[ORD 2018-011 FY18 BUDGET REVISION.PDF](#)

**2. Public Hearing And Second Reading Of Ordinance 2018-012: AN
ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

Documents:

[ORD 2018-012 FY19 BUDGET.PDF](#)

3. Request For Wastewater

- a. TriStar Energy
- b. Avenue Downs
- c. Holt Property

Documents:

[WASTEWATER REQUEST MEMO TRISTAR ENERGY.PDF](#)

[TRISTAR ENERGY.PDF](#)

[WASTEWATER REQUEST MEMO AVENUE DOWNS.PDF](#)

[AVENUE DOWNS DEVELOPMENT CONCEPT PRESENTATION.PDF](#)

[AVENUE DOWNS SEWER AVAILABILITY EXHIBIT 5-4-18.PDF](#)

[AVENUE SEWER REQ 4-20-18.PDF](#)

[WASTEWATER REQUEST MEMO HOLT PROPERTY.PDF](#)

[HOLT PROPERTY SEWER AVAILABILITY LTR 5-23-18.PDF](#)

New Business:

4. Resolution 2018-012: A Resolution Of The Town Of Thompson's Station, Tennessee To Award The Bid And Approve A Contract For Improvements To The Intersection Of Thompson's Station Road East And Clayton Arnold Road And The Paving Of Clayton Arnold Road And To Authorize The Mayor To Sign The Contract

Documents:

[CLAYTON ARNOLD ROAD REPAVE MEMO 06062018.PDF](#)
[RESOLUTION 2018-012 CLAYTON ARNOLD PAVING BLANK.PDF](#)
[2018.06.05 CLAYTON ARNOLD INTERSECTION AND PAVING CONTRACT.PDF](#)
[CLAYTON ARNOLD BID DOCS.PDF](#)
[CLAYTON ARNOLD INTERSECTION EXHIBIT.PDF](#)

5. Resolution 2018-013: A Resolution Of The Town Of Thompson's Station, Tennessee To Approve A Conservation Easement Within Preservation Park Related To The Battle Of Thompson's Station

Documents:

[2018.06.04 PRESERVATION EASEMENT MEMO.PDF](#)
[RESOLUTION 2018-013 BATTLEFIELD CONSERVATION EASEMENT.PDF](#)
[FIELDS TRACT CONSERVATION EASEMENT ABPP.PDF](#)

Announcements/Agenda Requests

Adjourn

Information Only:

Town Administrator Report

Documents:

[TA REPORT 06122018.PDF](#)
[CRITZ LANE REALIGNMENT POST MORTEM.PDF](#)

Finance Report

Documents:

[2018 06 BOMA FINANCE REPORT.PDF](#)

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

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
05/08/2018

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Tuesday May 8, 2018 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Administrator Joe Cosentini; Town Clerk Jennifer Jones and Town Attorney Todd Moore.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the April 10, 2018 regular meeting were presented.

After discussion, Alderman Bell made a motion to approve the minutes of the April 10, 2018 meeting. The motion was seconded and carried by all.

Public Comments:

Bob Whitmer - 3845 Somers Ln - In favor of granting sewer to Twice Daily.

Bob Brentson - 2816 Chatham Place Ct. - Voiced concerns against the Alexander Property being utilized for a second water treatment center.

Kreis White - 1837 Thompson's Station Rd. West - Running for District 1 County Commissioner. Intergovernmental cooperation is a priority for him.

Lori Clemmons - 2534 Tapestry - Running for District 2 County Commissioner. Intergovernmental cooperation is a priority for her.

Jim Van Vleet - 2702 Thompson's Station Rd. E - Voiced opposition to the New Port Royal extension to Thompson's Station Rd. E.

Town Attorney Todd Moore wrote a memo to the Board regarding "Conflicts of Interest". After a brief discussion, Alderman Bell read the memo into the Public Record as follows:

At the April BOMA meeting, Alderman Ben Dilks asked fellow Alderman Brandon Bell to recuse himself from the discussion and vote on the zoning text amendments to the NC zone citing "several of conflicts of interest" between Brandon's employer, Gresham Smith and Partners, Inc. and the developer that has requested these zoning amendments, Regent Homes. Ben did not specify what these conflicts were at the meeting. Brandon stated that he was not aware of any conflicts and proceeded to discuss and vote on this matter.

Later in the meeting, Alderman Graham Shepard stated that he agreed with Ben's statements and that there was "an appearance of a conflict of interest" and that "Alderman Bell can benefit personally and professionally by this rezoning."

An accusation of a conflict of interest without a factual basis does not require an investigation. However, because this matter is coming back before the BOMA this month I wanted to get information from Ben, Graham and Brandon to understand the allegations and advise accordingly.

To summarize what Ben and Graham have provided me, they believe that: (1) because Brandon has purportedly made statements that he is supportive of the

Board of Mayor and Aldermen – Minutes of the Meeting
May 8, 2018

zoning amendments because they are proposed by Regent Homes, that this is an “abuse of official power”; and (2) because Brandon and his employer have participated in the same industry associations and served within the same organizations as Regent Homes and Dave McGowan, that there could be an improper connection.

Neither Ben nor Graham have alleged that Brandon has a financial, ownership or employment interest in the development or with the developer. Brandon has denied that he and his employer (including Steve Johnson, a senior executive with GS&P) have any personal and business interests with Dave McGowan and Regent Homes. In short, no evidence has been presented that Brandon has a conflict of interest under the Town’s Code of Ethics.

There is also no evidence (or even a **factual** allegation) that Brandon has a direct conflict of interest that would require him to recuse himself from the vote and discussion pursuant to state conflict of interest laws. Ben and Graham allege that Brandon’s public support of Regent Homes as the developer could be beneficial to Brandon and his employer in the future. This type of hypothetical allegation does not establish even an indirect conflict of interest that would require Brandon to disclose any such relationship, much less a direct conflict that would require him to recuse himself from the discussion and vote on the matter.

Finally, although not technically related to the alleged conflict of interest, the vote on the text amendments should not be based on the reputation and representations of the developer. Although I fully expect Regent Homes to move forward as the developer and as planned, this is not guaranteed. The vote should be based on whether these changes to the NC zone are in the best interest of the Town, regardless of the developer involved and specific concept plans that have been presented. The LDO requires that text amendments be consistent with the General Plan and not have a deleterious effect on surrounding properties on the Town as a whole. As we have seen in the past, the property owners and developers and the specific plans may change.

Unfinished Business:

- 1. Public Hearing and Second Reading of Ordinance 2018-010 – An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to amend Table 4.4 (Permitted Uses); Section 4.6 (Building Placement Standards); Section 4.7 (Height Restriction); Table 4.13 (NC Lot Standards); Section 4.9.5 (Regulations Specific to the NC Zone) and Section 4.12.2 (Parking Standards) within the Land Development Ordinance (Zone Amend 2018-001)**

The Mayor opened the floor for Public Comment

John Peterson – 3448 Colebrook Dr. – Spoke in favor of development in the front of Tollgate Village, and asked BOMA to approve the second reading.

Brad Wilson – 3604 Americus Dr. – In favor of development beginning in the front of Tollgate Village.

Larry Simmons – 3116 Hazelton – Member of the Tollgate Action Committee and feels like Aldermen Dilks and Shepard have not listened to what the Tollgate residents want.

Mr. Cosentini reviewed the report and the Planning Commission recommends to the Board of Mayor and Aldermen adoption of an ordinance amending these sections as proposed within the Land Development Ordinance.

After discussion, Alderman Bell made a motion to approve Second reading of Ordinance 2018-010. The motion was seconded and carried by a vote of 3 to 2 with Aldermen Dilks and Shepard casting the dissenting votes.

Alderman Shepard's reasons for denial are as follows:

- 1. Doesn't believe Tollgate residents support mixed use.**
- 2. Will harm property values.**
- 3. Secondary access will not be built.**
- 4. Need more commercial.**
- 5. Commercial property will be destroyed.**
- 6. Government officials are supposed to protect residents.**
- 7. Government officials strive for consensus.**

New Business:

2. Request for Wastewater

- a. TriStar Energy -**
- b. Avenue Downs -**

Mr. Cosentini reviewed his report and recommended that the Board defer the wastewater requests for both TriStar energy and Avenue downs until the wastewater study is complete and the repairs are made to Cell #1. Alderman Bell recused himself from vote due to work conflict of interest. Charlton Bell with Tri Star energy came forward to speak on behalf of the applicant.

After discussion, Alderman Dilks made a motion to defer both TriStar Energy and Avenue Downs wastewater requests to the June 2018 meeting. The motion was seconded and carried by all.

- c. Town Center for Regent Homes – withdrawn by applicant**
- d. Pleasant Creek -**

Josh Denton, attorney for Pleasant Creek, came forward to speak on behalf of the applicant.

After discussion, Alderman Stover made a motion to approve the wastewater request for Pleasant Creek to construct an onsite system. The motion was seconded and approved by all.

3. First Reading of Ordinance 2018-011 – An Ordinance of the Town of Thompson's Station, Tennessee which amends the Annual Budget and Tax Rate for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018

Mr. Cosentini reviewed the amendments to the budget and tax rate for the fiscal year beginning July 1, 2017 and ending June 30, 2018.

After discussion, Alderman Stover made a motion to approve first reading of Ordinance 2018-011, an Ordinance of the Town of Thompson's Station, Tennessee

which amends the Annual Budget and Tax Rate for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018. The motion was seconded and carried by all.

4. First Reading of Ordinance 2018-012 – An Ordinance of the Town of Thompson’s Station, Tennessee adopting the annual budget and tax rate for the fiscal year beginning July 1, 2018 and ending June 30, 2019

Mr. Cosentini reviewed the budget for Fiscal Year 2019.

After discussion, Alderman Stover made a motion to approve first reading of Ordinance 2018-012, an Ordinance of the Town of Thompson’s Station, Tennessee adopting the annual budget and tax rate for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

5. Resolution 2018-010 – A Resolution of the Town of Thompson’s Station, Tennessee authorizing the acquisition of property by negotiation or condemnation for the improvements to Critz Lane.

Mr. Cosentini reviewed the nature of the project and recommended that the BOMA approve Resolution 2018-010.

After discussion, Alderman Stover made a motion to approve first reading of Resolution 2018-010, a Resolution of the Town of Thompson’s Station, Tennessee authorizing the acquisition of property by negotiation or condemnation for the improvements to Critz Lane. The motion was seconded and carried by all.

6. Resolution 2018-011 – A Resolution of the Town of Thompson’s Station, Tennessee to approve change orders with Parchman Construction Co., Inc. for the Realignment of Critz Lane Project

Mr. Cosentini reviewed his report and recommended that the BOMA approve Resolution 2018-011 to accept and approve the change order with Parchman Construction Co. for the realignment of Critz Lane.

After discussion, Alderman Bell made a motion to approve Resolution 2018-011, a Resolution of the Town of Thompson’s Station, Tennessee to approve change orders with Parchman Construction Co., Inc. for the realignment of the Critz Lane project. The motion was seconded and carried by all.

7. Discussion – Williamson County Circuit Court Case No 2016-cv-449

Attorney Todd Moore discussed the settlement information for the MBSC Circuit Court Case No 2016-cv-449.

After discussion, Alderman Bell made a motion to accept the settlement of Williamson County Circuit Court Case No 2016-cv-449. The Motion was seconded and carried by all.

Announcements/Agenda Items

Alderman Dilks made a motion to add “Strengthening our Town Ethics Policy” to the August agenda. The motion was seconded and carried by all.

Alderman Dilks made a motion to draft a pledge not to put a wastewater facility on the Alexander Property. The motion was seconded and failed by a vote of 2 to 3 with Mayor Napier, Alderman Bell & Alderman Stover casting the dissenting votes.

Alderman Shepard made a motion to sell the Firetruck. The motion was seconded and failed by a vote of 2 to 3 with Mayor Napier, Alderman Bell & Alderman Stover casting the dissenting votes.

Adjourn

There being no further business, the meeting was adjourned at 9:11 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
May 31, 2018

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 6:30 p.m. on Thursday, May 31, 2018 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell, Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Administrator Joe Cosentini and Town Attorney Todd Moore.

New Business:

1. Discuss matters involving the resignation of the Town Administrator

Mr. Cosentini discussed candidate qualifications, salary, and how to handle the recruitment process of hiring a new Town Administrator and finding someone for the interim basis.

After discussion, the Board agreed to review the Town Administrator profile and work with MTAS on recruitment. The Board will approve a candidate profile at the BOMA meeting on June 12, 2018.

Adjourn

There being no further business, the meeting was adjourned at 7:15 p.m.

Corey Napier, Mayor

Recorder

Jennifer Jones, Town

ORDINANCE 2018-011

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
WHICH AMENDS THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2017 AND ENDING JUNE 30, 2018.**

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

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

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

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

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

- a. Real Property Tax Revenue is increased from \$228,000 to \$270,000
- b. Local Sales Tax – Trustee is increased from \$850,000 to \$900,000
- c. Wholesale Beer Tax is decreased from \$100,000 to \$95,000
- d. Wholesale Liquor Tax is increased from \$10,000 to \$15,000
- e. Adequate School Facilities Tax is increased from \$65,000 to \$70,000
- f. Beer Permits are increased from \$500 to \$600
- g. Building Permits are increased from \$300,000 to \$400,000
- h. TVA Payments in Lieu of Taxes is increased from \$30,000 to \$50,000
- i. Local Sales Tax – State is increased from \$330,000 to \$350,000
- j. SSA – Motor Fuel Tax is increased from \$75,000 to \$80,000
- k. Interest Earned – Invest. Accts is increased from \$20,000 to \$25,000
- l. Parks Revenue is increased from \$20,000 to \$25,000
- m. Transfer from Reserves is decreased from \$3,137,891 to \$2,830,231
- n. Capital Outlay Note Proceeds is increased from \$0 to \$1,550,000
- o. Memberships & Subscriptions are increased from \$3,700 to \$4,000
- p. Prof. Fees – Auditor is decreased from \$18,000 to \$16,000
- q. Prof. Fees – Other is increased from \$20,000 to \$25,000
- r. Parks & Recreation Expense is increased from \$40,000 to \$50,000
- s. Repairs & Maintenance – Buildings is decreased from \$30,000 to \$20,000
- t. Repairs & Maintenance – Roads is increased from \$793,470 to \$1,053,850

- u. SSA – Street Repair Expense is increased from \$115,000 to \$125,000
- v. Retirement is decreased from \$28,580 to \$28,000
- w. Office Expense is decreased from \$40,000 to \$25,000
- x. Insurance – Worker’s Comp is decreased from \$13,000 to \$7,500
- y. Trustee Commission is increased from \$6,000 to \$7,000
- z. Bank Charges is decreased from \$2,000 to \$500
- aa. Capital Projects is decreased from \$3,394,660 to \$2,000,000
- bb. Acquisition of Public Use Property is increased from \$0 to \$2,640,000
- cc. Capital Outlay Note Payment is decreased from \$140,000 to \$137,000

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

- a. Other Income is increased from \$0 to \$26,000
- b. Payroll Expense is decreased from \$140,000 to \$125,000
- c. Permits & Fees Expense is decreased from \$7,500 to \$5,000
- d. Laboratory Water testing is decreased from \$5,000 to \$2,500
- e. Repairs & Maint. Expense is decreased from \$82,000 to \$70,000
- f. Postage, Freight & Express Charges is decreased from \$8,000 to \$7,000
- g. Utilities – Electric is decreased from \$100,000 to \$85,000
- h. Utilities – Water is decreased from \$5,000 to \$4,000
- i. Telecommunications is decreased from \$2,500 to \$0
- j. Insurance – Employee Medical is decreased from \$20,000 to \$15,000
- k. Prof. Fees – Auditor is decreased from \$2,000 to \$750
- l. Payroll Taxes – FICA is decreased from \$10,000 to \$7,500
- m. Payroll Taxes – SUTA is decreased from \$3,600 to \$500
- n. Employee Retirement Expense is decreased from \$7,500 to \$6,500
- o. Depreciation Expense is increased from \$315,000 to \$360,000
- p. Interest Income – Invest Accts is increased from \$5,000 to \$10,000
- q. Capital Expenditures is increased from \$45,000 to \$482,000

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

SECTION 4: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

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

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

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

SECTION 8: This ordinance shall take effect July 1, 2017, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Submitted to Public Hearing on June 12, 2018 at 7:00 p.m. after publication of notice of public hearing by advertisement in the Williamson A.M. newspaper on Sunday, May 13, 2018.

Passed 1st Reading: _____

Passed 2nd Reading: _____



Town of Thompson's Station
General Fund Budget Revision - Revenue
As of April 30, 2018

	April 2018 Actual	FY18 Current Budget	FY18 Proposed Budget	Proposed Budget Revision
General Government Revenues:				
31111 Real Property Tax Revenue	266,673	228,000	270,000	42,000
31310 Interest & Penalty Revenue	285	-	-	-
31610 Local Sales Tax - Trustee	767,947	850,000	900,000	50,000
31710 Wholesale Beer Tax	79,885	100,000	95,000	(5,000)
31720 Wholesale Liquor Tax	12,276	10,000	15,000	5,000
31810 Adequate School Facilities Tax	59,640	65,000	70,000	5,000
31900 CATV Franchise Fee Income	21,378	25,000	25,000	-
32000 Beer Permits	600	500	600	100
32200 Building Permits	369,104	300,000	400,000	100,000
32230 Submittal & Review Fees	28,525	30,000	30,000	-
32245 Miscellaneous Fees	1,355	2,000	2,000	-
32260 Business Tax Revenue	18,087	75,000	75,000	-
33320 TVA Payments in Lieu of Taxes	40,193	30,000	50,000	20,000
33510 Local Sales Tax - State	300,988	330,000	350,000	20,000
33530 State Beer Tax	2,205	2,000	2,000	-
33535 Mixed Drink Tax	9,622	12,000	12,000	-
33552 State Streets & Trans. Revenue	7,249	8,000	8,000	-
33553 SSA - Motor Fuel Tax	68,330	75,000	80,000	5,000
33554 SSA - 1989 Gas Tax	10,911	12,000	12,000	-
33555 SSA - 3 Cent Gas Tax	20,222	20,000	20,000	-
33556 SSA - 2017 Gas Tax	17,333	20,000	20,000	-
36120 Interest Earned - Invest. Accts	21,167	20,000	25,000	5,000
37746 Parks Revenue	21,964	20,000	25,000	5,000
37747 Parks Deposit Return	(3,700)	(5,000)	(5,000)	-
37990 Other Revenue	8,675	10,000	10,000	-
Total general government revenue	2,150,913	2,239,500	2,491,600	252,100
Non-Operating Income:				
32300 Impact Fees	553,399	550,000	550,000	-
38000 Transfer from Reserves	998,999	3,137,891	2,830,231	(307,660)
39995 Capital Outlay Note Proceeds	1,550,000	-	1,550,000	1,550,000
Total non-operating revenue	3,102,398	3,687,891	4,930,231	1,242,340
Total revenue	5,253,311	5,927,391	7,421,831	1,494,440



Town of Thompson's Station
General Fund Budget Revision - Expenditures
As of April 30, 2018

	April 2018 Actual	FY18 Current Budget	FY18 Proposed Budget	Proposed Budget Revision
General Government Expenditures:				
41110 Salaries	470,074	586,000	586,000	-
41141 FICA	29,048	38,250	38,250	-
41142 Medicare	6,794	8,500	8,500	-
41147 SUTA	1,894	4,000	4,000	-
41161 General Expenses	277	1,000	1,000	-
41211 Postage	666	1,000	1,000	-
41221 Printing, Forms & Photocopy	4,662	10,000	10,000	-
41231 Legal Notices	1,765	3,000	3,000	-
41235 Memberships & Subscriptions	3,741	3,700	4,000	300
41241 Utilities - Electricity	9,449	12,000	12,000	-
41242 Utilities - Water	1,845	2,500	2,500	-
41244 Utilities - Gas	1,472	2,000	2,000	-
41245 Telecommunications Expense	4,048	7,000	7,000	-
41252 Prof. Fees - Legal Fees	124,673	150,000	150,000	-
41253 Prof. Fees - Auditor	15,740	18,000	16,000	(2,000)
41254 Prof. Fees - Consulting Engineers	30,199	45,000	45,000	-
41259 Prof. Fees - Other	24,567	20,000	25,000	5,000
41264 Repairs & Maintenance - Vehicles	1,966	10,000	10,000	-
41265 Parks & Recreation Expense	36,226	40,000	50,000	10,000
41266 Repairs & Maintenance - Buildings	11,669	30,000	20,000	(10,000)
41268 Repairs & Maintenance - Roads	70,475	793,470	1,053,850	260,380
41269 SSA - Street Repair Expense	-	115,000	125,000	10,000
41270 Vehicle Fuel & Oil	9,587	15,000	15,000	-
41280 Travel	-	2,500	2,500	-
41285 Continuing Education	1,816	5,500	5,500	-
41289 Retirement	22,861	28,580	28,000	(580)
41291 Animal Control Services	3,919	4,000	4,000	-
41300 Economic Development	7,390	7,500	7,500	-
41311 Office Expense	14,548	40,000	25,000	(15,000)
41511 Insurance - Property	3,518	3,600	3,600	-
41512 Insurance - Workers Comp.	7,229	13,000	7,500	(5,500)
41513 Insurance - Liability	5,227	5,300	5,300	-
41514 Insurance - Medical	75,976	90,000	90,000	-
41515 Insurance - Auto	2,061	2,100	2,100	-
41516 Insurance - E & O	10,963	11,000	11,000	-
41551 Trustee Commission	5,905	6,000	7,000	1,000
41691 Bank Charges	10	2,000	500	(1,500)
41800 Emergency Services	68,041	93,000	93,000	-
41899 Other Expenses	5,039	10,000	10,000	-
Total general government expenditures	1,095,337	2,239,500	2,491,600	252,100
General government change in net position	1,055,576	-	-	-
Non-Operating Expenditures:				
41940 Capital Projects	1,332,875	3,394,660	2,000,000	(1,394,660)
41943 Acquisition of Public Use Prop.	2,633,226	-	2,640,000	2,640,000
41944 Capital Projects - Parks	55,222	153,231	153,231	-
48000 Transfer to Reserves	-	-	-	-
49030 Capital Outlay Note Payment	136,650	140,000	137,000	(3,000)
Total non-operating expenditures	4,157,974	3,687,891	4,930,231	1,242,340
Non-operating change in net position	(1,055,576)	-	-	-
Total expenditures	5,253,311	5,927,391	7,421,831	1,494,440
Change in Net Position	(0)	-	-	-

ORDINANCE 2018-012

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

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

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

WHEREAS, the Board of Mayor and Aldermen 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 2018:

General Fund	FY 2016-2017 Actual	FY 2017-2018 Estimated	FY 2018-2019 Proposed
Local taxes	\$1,313,717	\$1,375,000	\$1,375,000
Licenses and Permits	923,971	982,600	872,600
Intergovernmental	912,587	489,000	489,000
Other Revenue	87,801	1,605,000	45,000
Total Revenues	3,238,076	4,451,600	2,781,600
Beginning Fund Balance	5,733,091	6,048,081	3,202,850
Total Available Funds	\$8,971,167	\$10,499,681	\$5,984,450

State Street Aid Fund	FY 2016-2017 Actual	FY 2017-2018 Estimated	FY 2018-2019 Proposed
Intergovernmental	\$79,621	\$140,000	\$140,000
Total Revenues	79,621	140,000	140,000
Beginning Fund Balance	15,638	20,259	55,518
Total Available Funds	\$95,259	\$160,259	\$195,518

Wastewater Fund	FY 2016-2017 Actual	FY 2017-2018 Estimated	FY 2018-2019 Proposed
Wastewater Fees	\$859,353	\$930,000	\$930,000
Tap Fees	849,914	550,000	550,000
Other Revenue	2,771,143	36,000	5,000
Total Revenues	4,480,410	1,516,000	1,485,000
Beginning Fund Balance	13,274,019	16,630,816	18,650,666
Total Available Funds	\$17,754,429	\$18,146,816	\$20,135,666

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

General Fund	FY 2016-2017 Actual	FY 2017-2018 Estimated	FY 2018-2019 Proposed
Government Administrative	\$1,216,782	\$1,312,750	\$1,412,300
Streets	326,921	1,053,850	819,300
Capital Outlay	1,217,717	4,640,000	6,050,000
Parks	21,721	153,231	0
Debt Service	139,945	137,000	312,000
Total Appropriations	2,923,086	7,296,831	8,593,600
Surplus/(Deficit)	314,990	(2,845,231)	(5,812,000)
Ending Fund Balance	\$6,048,081	\$3,202,850	\$172,450

State Street Aid Fund	FY 2016-2017 Actual	FY 2017-2018 Estimated	FY 2018-2019 Proposed
Streets	\$75,000	\$125,000	\$140,000
Total Appropriations	75,000	125,000	140,000
Surplus/(Deficit)	4,621	35,259	0
Ending Fund Balance	\$20,259	\$55,518	\$55,518

Wastewater Fund	FY 2016-2017 Actual	FY 2017-2018 Estimated	FY 2018-2019 Proposed
Wastewater Department	\$1,105,810	\$997,150	\$930,000
Debt Service	17,803	15,000	13,000
Total Appropriations	1,123,613	1,012,150	943,000
Surplus/(Deficit)	3,356,797	503,850	542,000
Ending Fund Balance	\$16,630,816	\$18,650,666	\$20,677,666

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

General Fund	\$3,202,850
State Street Aid Fund	\$55,518
Wastewater Fund	\$18,650,666

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	\$2,672,796	\$78,781	\$0	\$2,672,796
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, 2018, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Submitted to Public Hearing on June 12, 2018 at 7:00 p.m. after publication of notice of public hearing by advertisement in the Williamson A.M. newspaper on Sunday, May 13, 2018.

Passed 1st Reading: _____

Passed 2nd Reading: _____



Town of Thompson's Station
General Fund Proposed Budget
Fiscal Year 2019 - Revenues

	FY17 Actual	FY18 Current	FY19 Proposed
General Government Revenues:			
31111 Real Property Tax Revenue	226,792	228,000	270,000
31310 Interest & Penalty Revenue	245	-	-
31610 Local Sales Tax - Trustee	918,033	850,000	900,000
31710 Wholesale Beer Tax	100,998	100,000	95,000
31720 Wholesale Liquor Tax	9,048	10,000	15,000
31810 Adequate School Facilities Tax	40,883	65,000	70,000
31900 CATV Franchise Fee Income	17,718	25,000	25,000
32000 Beer Permits	600	500	600
32200 Building Permits	347,250	300,000	300,000
32230 Submittal & Review Fees	46,569	30,000	20,000
32245 Miscellaneous Fees	6,374	2,000	2,000
32260 Business Tax Revenue	96,591	75,000	75,000
33320 TVA Payments in Lieu of Taxes	30,250	30,000	50,000
33510 Local Sales Tax - State	222,196	330,000	350,000
33530 State Beer Tax	1,295	2,000	2,000
33535 Mixed Drink Tax	13,105	12,000	12,000
33552 State Streets & Trans. Revenue	5,415	8,000	8,000
33553 SSA - Motor Fuel Tax	50,907	75,000	80,000
33554 SSA - 1989 Gas Tax	8,158	12,000	12,000
33555 SSA - 3 Cent Gas Tax	15,141	20,000	20,000
33556 SSA - 2017 Gas Tax	-	20,000	20,000
36120 Interest Earned - Invest. Accts	22,111	20,000	20,000
37746 Parks Revenue	13,649	20,000	20,000
37747 Parks Deposit Return	(7,275)	(5,000)	(5,000)
37990 Other Revenue	63,460	10,000	10,000
Total general government revenue	2,249,513	2,239,500	2,371,600
Non-Operating Income:			
32300 Impact Fees	523,178	550,000	550,000
33725 Greenways & Trails Grant	538,249	-	-
38000 Transfer from Reserves	-	3,137,891	5,812,000
39995 Capital Outlay Note Proceeds	-	-	-
Total non-operating revenue	1,061,427	3,687,891	6,362,000
Total revenue	3,310,940	5,927,391	8,733,600



**Town of Thompson's Station
General Fund Proposed Budget
Fiscal Year 2019 - Expenditures**

	FY17	FY18	FY19
	Actual	Current	Proposed
General Government Expenditures:			
41110 Salaries	537,005	586,000	600,000
41141 FICA	34,561	38,250	37,200
41142 Medicare	7,881	8,500	8,700
41147 SUTA	2,256	4,000	2,400
41161 General Expenses	892	1,000	1,000
41211 Postage	1,024	1,000	1,000
41221 Printing, Forms & Photocopy	7,102	10,000	7,500
41231 Legal Notices	2,283	3,000	3,000
41235 Memberships & Subscriptions	3,274	3,700	4,000
41241 Utilities - Electricity	10,304	12,000	12,000
41242 Utilities - Water	2,477	2,500	2,500
41244 Utilities - Gas	1,443	2,000	2,000
41245 Telecommunications Expense	3,844	7,000	5,000
41252 Prof. Fees - Legal Fees	172,197	150,000	100,000
41253 Prof. Fees - Auditor	11,500	18,000	16,000
41254 Prof. Fees - Consulting Engineers	42,383	45,000	50,000
41259 Prof. Fees - Other	36,050	20,000	40,000
41264 Repairs & Maintenance - Vehicles	3,402	10,000	5,000
41265 Parks & Recreation Expense	21,721	40,000	40,000
41266 Repairs & Maintenance - Buildings	15,398	30,000	20,000
41268 Repairs & Maintenance - Roads	326,921	793,470	819,300
41269 SSA - Street Repair Expense	75,000	115,000	140,000
41270 Vehicle Fuel & Oil	9,841	15,000	15,000
41280 Travel	968	2,500	2,500
41285 Continuing Education	2,589	5,500	5,000
41289 Retirement	25,658	28,580	30,000
41291 Animal Control Services	3,289	4,000	7,500
41300 Economic Development	6,867	7,500	7,500
41311 Office Expense	18,865	40,000	100,000
41511 Insurance - Property	2,474	3,600	3,600
41512 Insurance - Workers Comp.	7,266	13,000	13,000
41513 Insurance - Liability	4,298	5,300	5,300
41514 Insurance - Medical	91,807	90,000	90,000
41515 Insurance - Auto	1,620	2,100	2,100
41516 Insurance - E & O	10,695	11,000	11,000
41551 Trustee Commission	5,139	6,000	5,500
41691 Bank Charges	66	2,000	2,000
41800 Emergency Services	92,909	93,000	145,000
41899 Other Expenses	34,155	10,000	10,000
Total general government expenditures	1,637,423	2,239,500	2,371,600
General government change in net position	612,090	-	-
Non-Operating Expenditures:			
41940 Capital Projects	1,149,108	3,394,660	6,050,000
41943 Acquisition of Public Use Prop.	-	-	-
41944 Capital Projects - Parks	68,609	153,231	-
48000 Transfer to Reserves	315,855	-	-
49030 Capital Outlay Note Payment(s)	139,945	140,000	312,000
Total non-operating expenditures	1,673,517	3,687,891	6,362,000
Non-operating change in net position	(612,090)	-	-
Total expenditures	3,310,939	5,927,391	8,733,600
Change in Net Position	-	-	-



Town of Thompson's Station
Wastewater Fund Proposed Budget
Fiscal Year 2019

	FY17	FY18	FY19
	Actual	Current	Proposed
Revenues:			
3100 Wastewater Treatment Fees	849,743	925,000	925,000
3101 Septage Disposal Fees	9,600	10,000	10,000
3105 Late Payment Penalty	14,282	-	-
3109 Uncollectible Accounts	0	(5,000)	(5,000)
3500 Other Income	0	-	-
4009 Returned Check Charges	0	-	-
Total revenues	<u>873,625</u>	<u>930,000</u>	<u>930,000</u>
Operating Expenses:			
Supply and Operations:			
4010 Payroll Expense	108,284	140,000	170,000
4210 Permits & Fees Expense	3,820	7,500	7,500
4220 Laboratory Water Testing	4,163	5,000	5,000
4230 Supplies Expense	3,627	5,000	5,000
4240 Repairs & Maint. Expense	38,427	82,000	65,000
4250 Postage, Freight & Express Chgs	5,740	8,000	8,000
4280 Billing Charges	7,899	12,000	12,000
4310 Utilities - Electric	89,537	100,000	90,000
4320 Utilities - Water	3,845	5,000	5,000
4350 Telecommunications	-	2,500	2,500
4390 Insurance Expense	20,278	21,000	21,000
4395 Insurance - Employee Medical	-	20,000	20,000
4400 Prof. Fees-Consulting Engineers	32,999	30,000	68,000
4420 Prof. Fees - Auditor	2,000	2,000	2,000
4490 Prof. Fees - Other	421,820	236,700	64,200
4710 Payroll Taxes - FICA	6,738	10,000	10,000
4720 Payroll Taxes - Medicare	1,576	2,200	2,200
4730 Payroll Taxes - SUTA	371	3,600	3,600
4789 Employee Retirement Expense	5,399	7,500	7,500
4800 Bank Charges	78.95	500	500
4900 Other Expense	(7,077)	1,000	1,000
Total supply and operations	<u>749,522</u>	<u>701,500</u>	<u>570,000</u>
Depreciation			
4990 Depreciation Expense	356,290	315,000	360,000
Total operating expenses	<u>1,105,812</u>	<u>1,016,500</u>	<u>930,000</u>
Operating result	<u>(232,187)</u>	<u>(86,500)</u>	<u>-</u>
Non-Operating Income (Expense):			
3300 Tap Fees	849,914	550,000	550,000
3902 Interest Income - Invest Accts	6,861	5,000	5,000
4100 Capital Expenditures	0	(45,000)	(300,000)
4994 Interest Expense	(17,802)	(15,000)	(13,000)
Total non-operating income	<u>838,973</u>	<u>495,000</u>	<u>242,000</u>
Change in Net Position	<u>606,786</u>	<u>408,500</u>	<u>242,000</u>

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www.thompsons-station.com



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

DATE: June 6, 2018
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: **Wastewater Request – TriStar Energy**

The Town has received a request for four wastewater taps for a parcel located at the intersection of Critz Lane and Columbia Pike. The purpose of the request will be for the construction of a new Twice Daily convenience store and White Bison coffee shop. This project has been pending before the Town's Planning Commission and is ready for approval other than the lack of wastewater for the site.

In January, the BOMA voted to purchase 170 acres of land with a minimum of 90 acres to be used as future drip fields for the Regional Wastewater Facility. As a contingency to this land purchase, the BOMA voted not to approve new wastewater taps until an engineering study was completed and the needed repairs to Cell #1 were complete. The Town entered into a contract with Barge Design Solutions in April to begin the engineering study with a completion date of October 31, 2018. Our efforts to drain Cell #1 are ongoing and we anticipate having the repairs completed within the same timeframe as the Barge Design study.

At the May, 2018 BOMA meeting a request was made to prepare a wastewater allocation policy. This effort is ongoing and will be presented at a later meeting.

Recommendation:

Defer the request until the wastewater study is complete and the repairs are made to Cell #1

March 20, 2018

VIA Email & Federal Express

Mr. Joe Cosentini
Town Administrator
Town of Thompson's Station
1550 Thompson's Station Road – West
Thompson's Station, Tennessee 37179

Re: Request for Information on Sewer Taps Approval Process at 4570 Columbia Pike

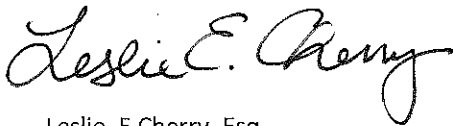
Dear. Mr. Cosentini,

We are in the process of obtaining site plan approval from the Town to construct a new Twice Daily convenience store and White Bison coffee shop. One of the biggest hurdles that we have encountered to date is the lack of sewer capacity and refusal of the Town to allow the transfer of sewer taps despite having allowed others to transfer sewer taps. Charlton Bell, our Senior Vice President of Facilities, and his team have spent the last two years attempting to work with the Town to move the Twice Daily project at Critz Lane forward but have been unsuccessful in getting clear information or assistance from the Town. Unfortunately, our emails have often been ignored by the Town and his team has repeatedly been told they are wasting their time until sewer waste water access is approved for the site. At this point, we are making a formal request of the Town to provide us with information on the status of the new sewer project and information on the application process to purchase four (4) sewer taps for 4570 Columbia Pike.

Tri Star has submitted a revised set of plans for the Town's consideration and approval that address the issues identified after the last submittal. The goal is to be placed on the next planning commission and design review committee agenda for conditional approval. Just as the Town has done for other companies, we are seeking conditional approval of the plans contingent upon obtaining the necessary sewer capacity needed for the project. Further, we need you to provide clarity on the sewer capacity approval process. You can imagine our frustration and confusion with no defined timeline and seeing other third parties obtaining conditional approval (Thompson Machinery) and sewer taps being approved in the same planning commission where we were rejected in late 2017.

The courtesy of a reply with the requested information would be greatly appreciated.

Sincerely,



Leslie. E Cherry, Esq.
General Counsel

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



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

DATE: June 6, 2018
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Wastewater Request – Avenue Downs

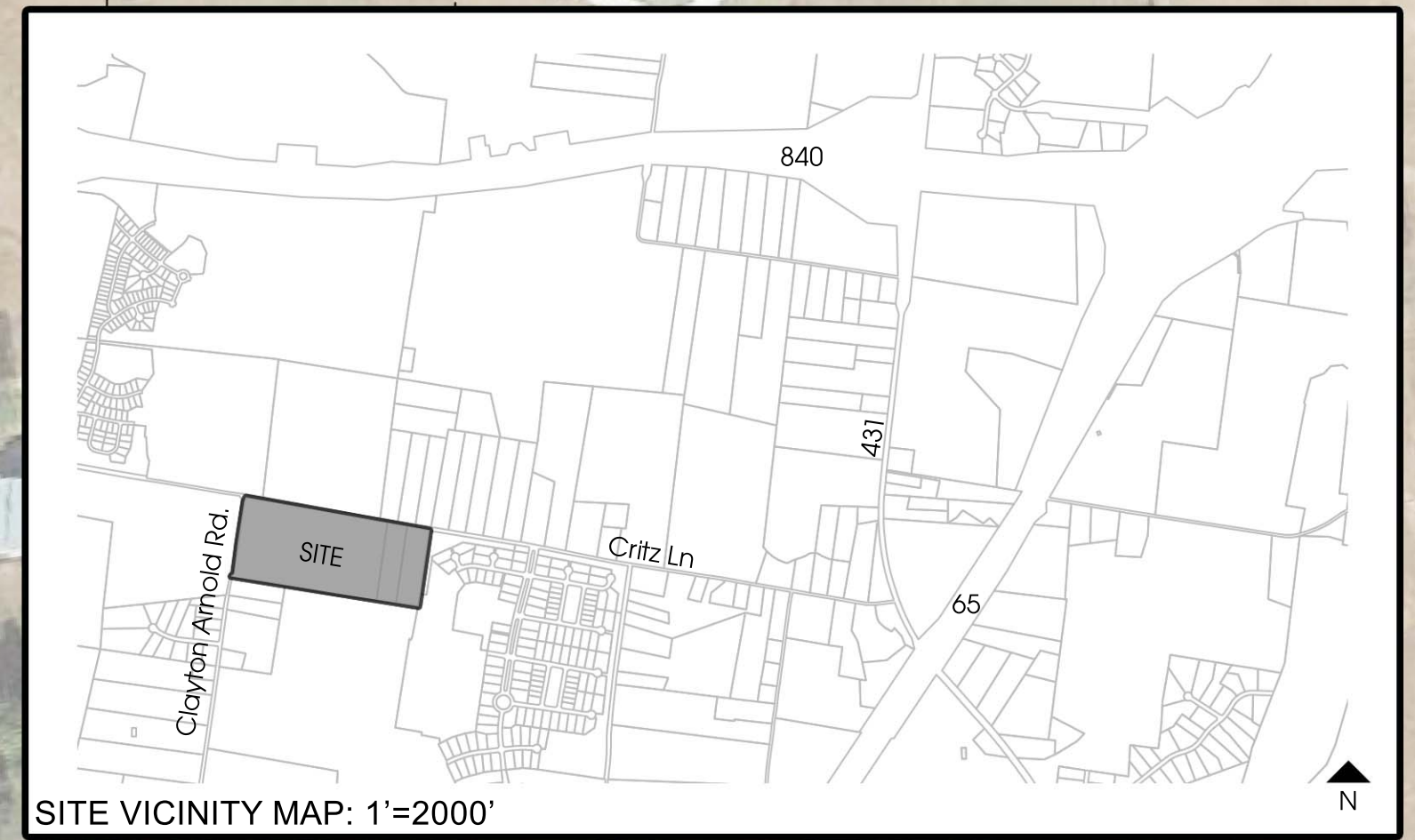
The Town has received a request for 69 wastewater taps by Ragan Smith Partners for a project known as Avenue Downs. The project is located at the intersection of Critz Lane and Clayton Arnold Road. The purpose of the request will be for the construction of a new subdivision containing 69 residential single-family structures. A concept plan for this project has been presented to the Town's Planning Commission and will need wastewater approval prior to proceeding toward preliminary plat approval. The proposed wastewater collection system will be integrated with the expansion of the Canterbury subdivision

In January, the BOMA voted to purchase 170 acres of land with a minimum of 90 acres to be used as future drip fields for the Regional Wastewater Facility. As a contingency to this land purchase, the BOMA voted not to approve new wastewater taps until an engineering study was completed and the needed repairs to Cell #1 were complete. The Town entered into a contract with Barge Design Solutions in April to begin the engineering study with a completion date of October 31, 2018. Our efforts to drain Cell #1 are ongoing and we anticipate having the repairs completed within the same timeframe as the Barge Design study.

At the May, 2018 BOMA meeting a request was made to prepare a wastewater allocation policy. This effort is ongoing and will be presented at a later meeting.

Recommendation:

Defer the request until the wastewater study is complete and the repairs are made to Cell #1



SITE DATA:

PROPERTY INFORMATION:
 STREET ADDRESS: CLAYTON ARNOLD RD.
 TAX MAP: 145
 PARCELS: 6.02, 6.03, 6.04
 GROSS SITE AREA: 48.22± AC (2,100,679 SF)
 LESS PRESCRIPTIVE R.O.W. AREA: 1.81± AC.
 NET AREA: 46.41± AC.

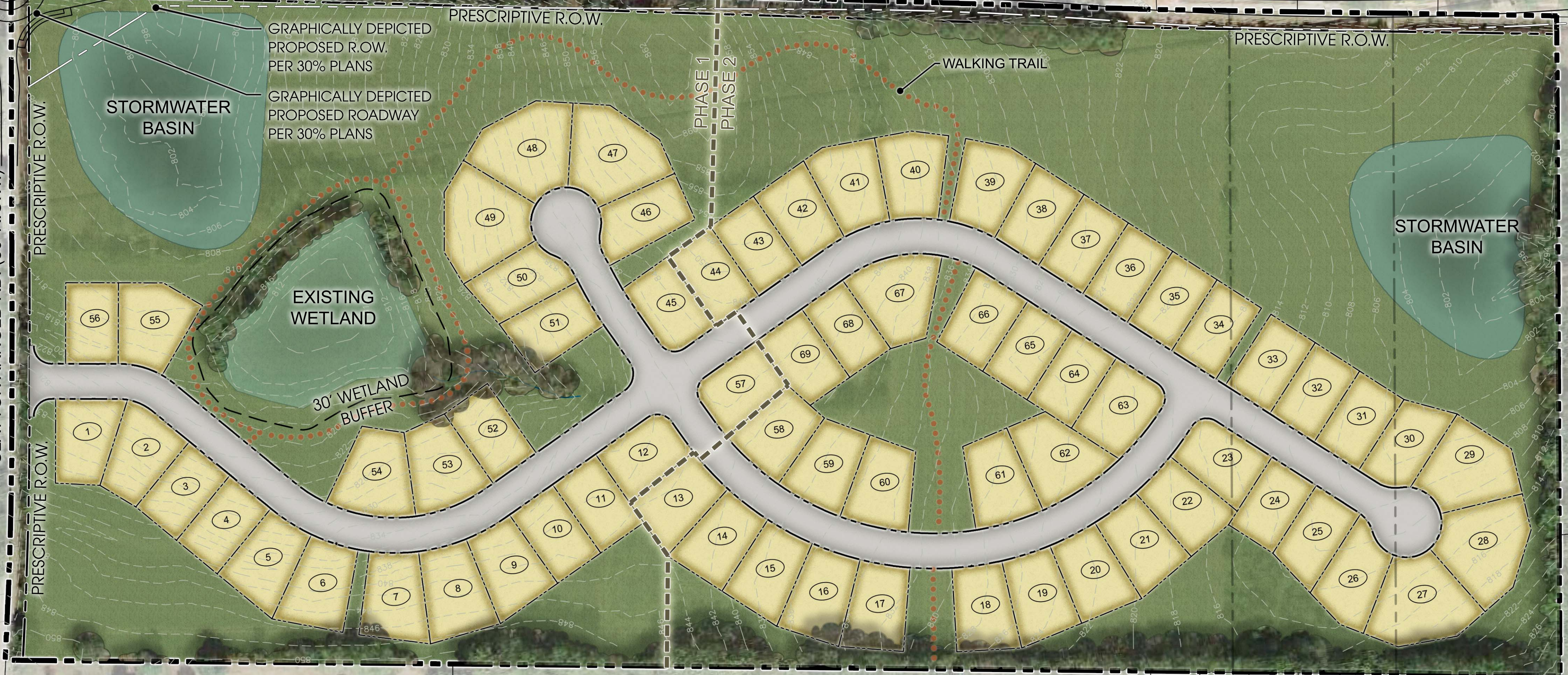
OWNER:
 AMBER LANE DEVELOPMENT
 1804 WILLIAMSON CT.
 SUITE 107
 BRENTWOOD, TN. 37027
 ATTN: JORDAN CLARK
 jordan@barlowbuilders.com

PROJECT PLANNER:
 RAGAN-SMITH ASSOCIATES, INC.
 315 WOODLAND STREET
 NASHVILLE, TN. 37206
 (615) 244-8591
 ATTN: BRETT SMITH, RLA
 bsmith@ragansmith.com

ZONING INFORMATION:
 ZONING: D2 (MEDIUM INTENSITY)
 DWELLING UNITS: 69 SINGLE FAMILY UNITS
 DENSITY ALLOWED: 1.5 UNITS/ACRE
 DENSITY PROPOSED: 1.49 UNITS/ACRE (69D.U./46.41 AC)
 OPEN SPACE REQUIRED: 45.0% (20.88 AC)
 OPEN SPACE PROVIDED: 47.0% (21.76 AC)
 MAX. BLOCK LENGTH ALLOWED: 1000'
 MAX. CUL-DE-SAC LENGTH ALLOWED: 500'

Site Development Notes

- Stormwater management facilities will be located as shown on the plan. The locations are in the northwest and northeast corners of the site, adjacent to the southerly margin of Critz Lane. A detailed hydrologic analysis will be prepared during the design phase of the project to determine the extent of stormwater detention measures warranted for the project. Water quality measures will be implemented as per best management practices recognized by Thompson's Station. An estimate of the total impervious area generated by the development of the property was determined by taking the proposed acreage occupied by proposed roadways and single family lots and applying a runoff coefficient of 0.75 as follows:
 $27.2 \text{ acres (roadways/lots)} \times 0.75 = 20.4 \text{ acres impervious area}$
- Water service to the project will be provided by the HB&TS Utility District via a connection to the existing 12" line in the easterly margin of Clayton Arnold Road. Existing HB&TS water system flows and pressures are assumed to adequately serve the proposed 69 single family lots. Design and subsequent approvals of the water system necessary to serve the project will be the responsibility of HB&TS.
- Sanitary sewer service to the project will be provided by Thompson's Station. Avenue Downs will require an internal 8" gravity collection system that will convey wastewater flows to the northwest corner of the site adjacent to Critz Lane and the easterly margin of the site adjacent to the Brigsmore Subdivision. A pumping station will be located at the easterly margin, in the area between the rear of Lots 29 and 30 and the proposed stormwater basin. The pumping station will convey flows via a force main to an onsite gravity manhole and on to the northwest corner of the site. Flows will then cross Critz Lane via a gravity arrangement and tie to the most accessible gravity manhole in the Evans North addition to The Fields of Canterbury. Wastewater flows from Avenue Downs will then be conveyed by gravity lines to a new pumping station that will be located within the Evans North addition. Flows from this pumping station will then be conveyed via a new force main to an existing manhole on the 10-inch line adjacent to the northerly margin of Critz Lane along the Canterbury project frontage. A detailed hydraulic analysis will be prepared during the design phase of the project to determine the specific nature of the proposed improvements required to serve the Avenue Downs lots.
- Technical studies addressing endangered species, natural and cultural resources, traffic impacts and geotechnical considerations have been prepared as applicable and will be supplemented as necessary pending evaluation of the Concept Plan submittal by Thompson's Station.
- A proposed phasing plan has been shown based upon the most logical and economical sequence of construction for the amended project.

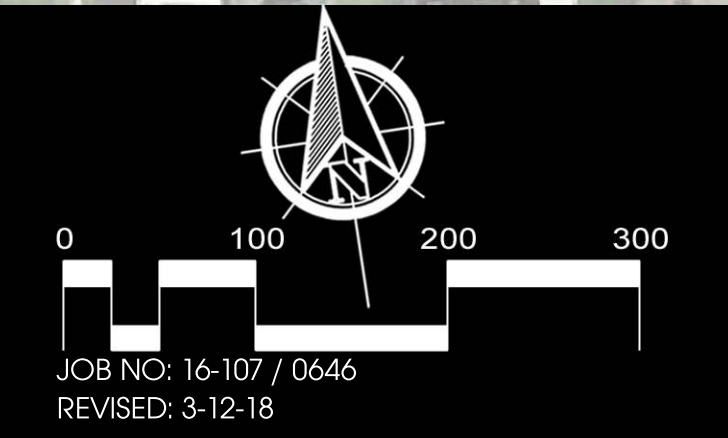


RAGAN-SMITH

LAND PLANNERS • CIVIL ENGINEERS
 LANDSCAPE ARCHITECTS • SURVEYORS
 315 WOODLAND ST. P.O. BOX 60070
 NASHVILLE, TN. 37206 PH (615) 244-8591
 FAX (615) 244-8739 WWW.RAGANSMITH.COM

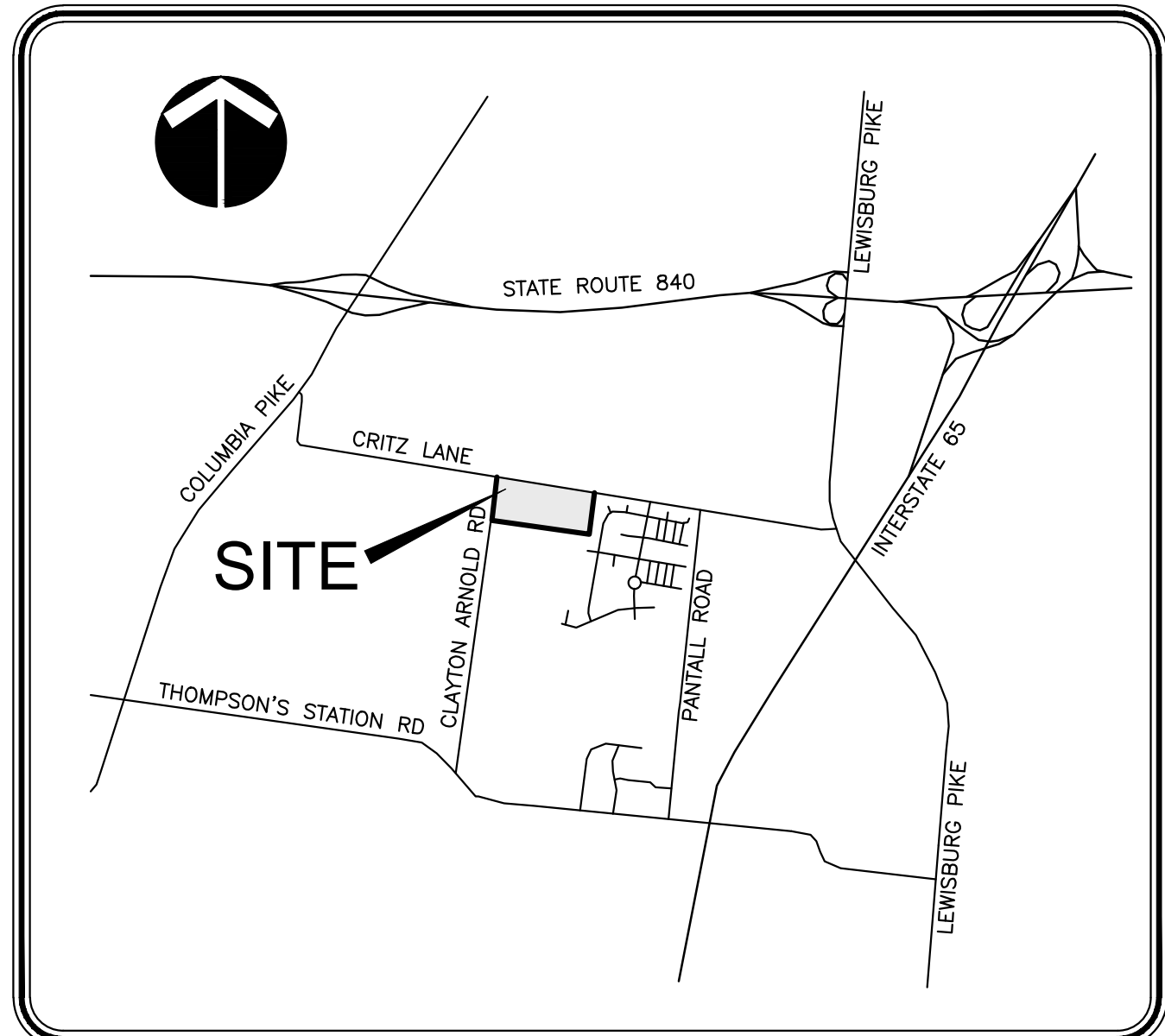
Avenue Downs

Development Concept Presentation

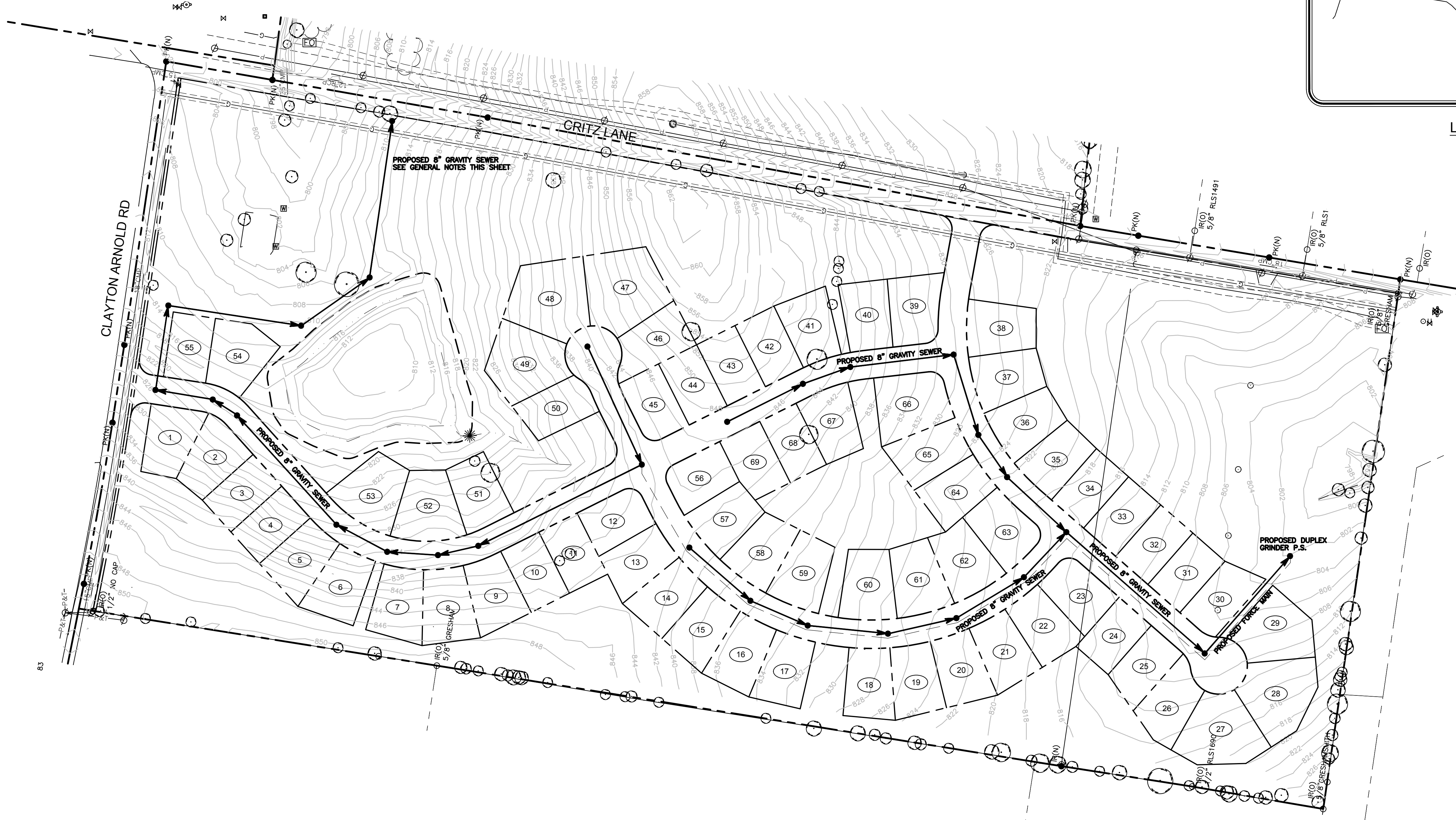


GENERAL NOTES

1. SANITARY SEWER SERVICE TO THE PROJECT WILL BE PROVIDED BY THOMPSON'S STATION. AVENUE DOWNS WILL REQUIRE AN INTERNAL 8" GRAVITY LINE COLLECTION SYSTEM WITH A DUPLEX GRINDER PUMP SYSTEM THAT WILL CONVEY WASTEWATER FLOWS TO THE NORTHWEST SIDE OF THE SITE ADJACENT TO CRITZ LANE. A DUPLEX GRINDER PUMP STATION WILL BE LOCATED ON THE EAST SIDE OF THE SITE IN OPEN SPACE AREA AT THE REAR OF LOTS 29 AND 30. THE PUMPING STATION WILL CONVEY FLOWS VIA A FORCE MAIN TO AN ONSITE GRAVITY MANHOLE AND ON TO THE NORTHWEST SIDE OF THE SITE. FLOWS WILL THEN CROSS CRITZ LANE VIA A GRAVITY ARRANGEMENT AND TIE TO THE MOST ACCESSIBLE GRAVITY MANHOLE IN THE EVANS NORTH ADDITION TO THE FIELDS OF CANTERBURY. WASTEWATER FLOWS FROM AVENUE DOWNS WILL THEN BE CONVEYED BY GRAVITY LINES TO A NEW PUMPING STATION THAT WILL BE LOCATED WITHIN THE EVANS NORTH ADDITION. FLOWS FROM THIS PUMPING STATION WILL THEN BE CONVEYED VIA A NEW FORCE MAIN TO AN EXISTING MANHOLE ON THE 10 INCH LINE ADJACENT TO THE NORTHERLY MARGIN OF CRITZ LANE ALONG THE CANTERBURY PROJECT FRONTAGE. A DETAILED HYDRAULIC ANALYSIS WILL BE PREPARED DURING THE DESIGN PHASE OF THE PROJECT TO DETERMINE THE SPECIFIC NATURE OF THE PROPOSED IMPROVEMENTS REQUIRED TO SERVE AVENUE DOWNS LOTS.



LOCATION MAP
####

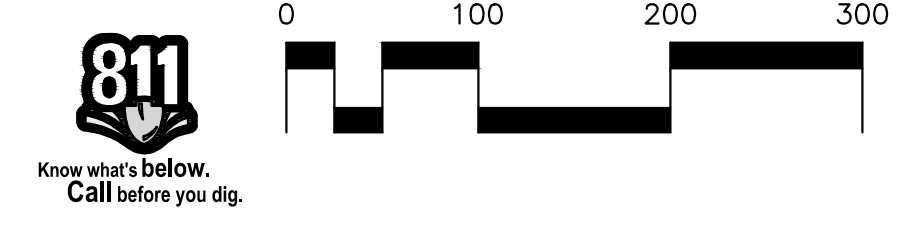


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 615-546-6050
 ragansmith.com

AVENUE DOWNS
 FOR
 AMBER LANE DEVELOPMENT
 THOMPSON'S STATION, WILLIAMSON COUNTY, TN

WK. ORDER	0640	DESIGNED:	B.S.	DRAWN:	A.R.	SCALE:	1" = 100'	DATE:	5-3-18	REV. #	DESCRIPTION
JOB NO.	116-107										

SANITARY SEWER
 EXHIBIT FOR
 AVAILABILITY
 REQUEST



W:\116-107\116-107-01\116-107-01.dwg, 116-107-01.dwg, 116-107-01.dwg, 116-107-01.dwg, 116-107-01.dwg
 PLOTTED BY RAGAN SMITH ON 5/3/18 11:58 AM. LAST UPDATED BY RAGAN SMITH ON 5/3/18 11:58 AM.

April 20, 2018

HAND DELIVERED

Mr. Joe Cosentini
Town Administrator
Town of Thompson's Station
1550 Thompson's Station Road West
Thompson's Station, Tennessee 37179

**RE: AVENUE DOWNS
BOMA SEWER AVAILABILITY REQUEST
TOWN OF THOMPSON'S STATION
WILLIAMSON COUNTY, TENNESSEE**


Dear Joe:

We are sending this letter to request to be placed on the May 8th BOMA agenda for sanitary sewer availability for the above referenced project. We have enclosed a copy of the development concept plan with site data and developer information for your reference. We anticipate a sewer demand of 24,150 gpd (69 SFU @ 350 GPD = 24,150).

Please contact Troy Gardner or me for any additional information you may need for this request.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.


Randy Moore
Engineering Technician

RM:ps

Enclosures

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



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

DATE: June 6, 2018
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: **Wastewater Request – Holt Property**

The Town has received a request for 59 wastewater taps by Ragan Smith Partners for Holt Property. The project is located off of Columbia Pike near Town Center. The purpose of the request will be for the construction of a new subdivision containing 59 residential townhome structures.

In January, the BOMA voted to purchase 170 acres of land with a minimum of 90 acres to be used as future drip fields for the Regional Wastewater Facility. As a contingency to this land purchase, the BOMA voted not to approve new wastewater taps until an engineering study was completed and the needed repairs to Cell #1 were complete. The Town entered into a contract with Barge Design Solutions in April to begin the engineering study with a completion date of October 31, 2018. Our efforts to drain Cell #1 are ongoing and we anticipate having the repairs completed within the same timeframe as the Barge Design study.

At the May, 2018 BOMA meeting a request was made to prepare a wastewater allocation policy. This effort is ongoing and will be presented at a later meeting.

Recommendation:

Defer the request until the wastewater study is complete and the repairs are made to Cell #1

May 23, 2018

HAND DELIVERED

Mr. Joe Cosentini
Town Administrator
Town of Thompson's Station
1550 Thompson's Station Road West
Thompson's Station, Tennessee 37179

**RE: HOLT PROPERTY
SANITARY SEWER AVAILABILITY REQUEST
TOWN OF THOMPSON'S STATION
WILLIAMSON COUNTY, TENNESSEE**


Dear Joe:

Enclosed please find a concept plan for the above referenced project. We are proposing 59 residential units for this development. The project will be served by the Town of Thompson's Station sanitary sewer. This project sewage will be collected via 8" gravity system (with an anticipated demand of 20,650 gpd) to a proposed duplex grinder pump station located in the north east vicinity of the property and to the rear of the proposed detention areas. Flows will then be conveyed via a force main to the north west side of the project and then via force main (abandoned HBTS water line conversion or new force main) approximately 4,997 l.f. to an existing gravity manhole near the old intersection of Critz Lane and Highway 31. Detailed hydraulic analysis will be prepared during the design phase of the project to determine the specific nature of the proposed improvements required to serve Holt property lots. We are sending the information to request sanitary sewer availability on behalf of our client, Mr. Brian Rowe, and would like this request to be considered on the June 12, 2018 BOMA agenda.

Please contact Bob Nichols or me for any additional information you may need for this request.

Sincerely,

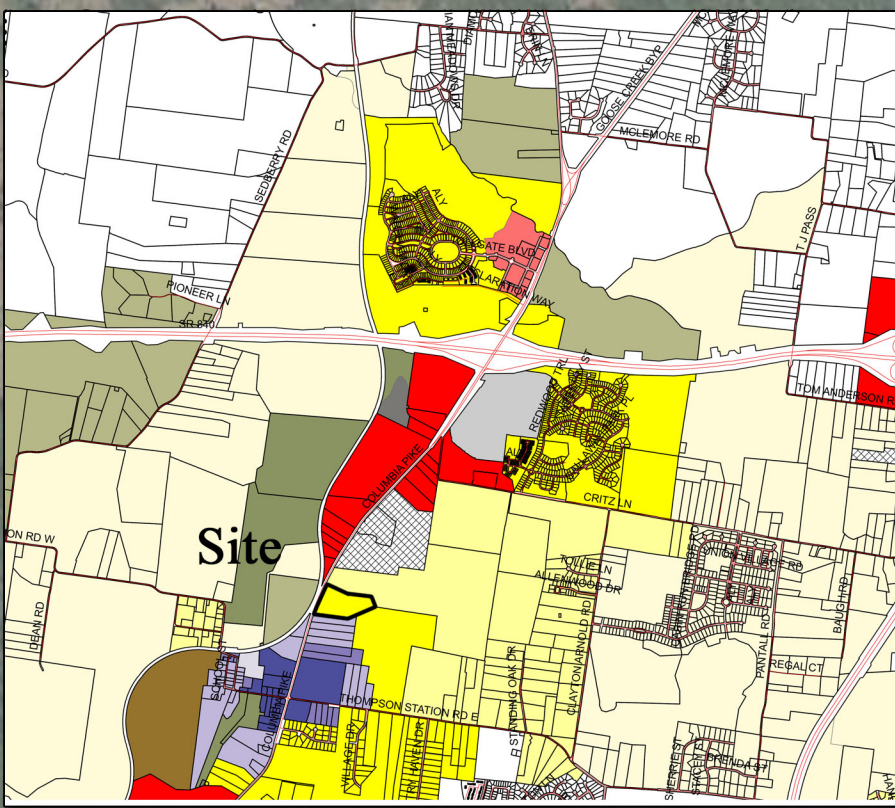
RAGAN-SMITH ASSOCIATES, INC.



Randy Moore
Engineering Technician

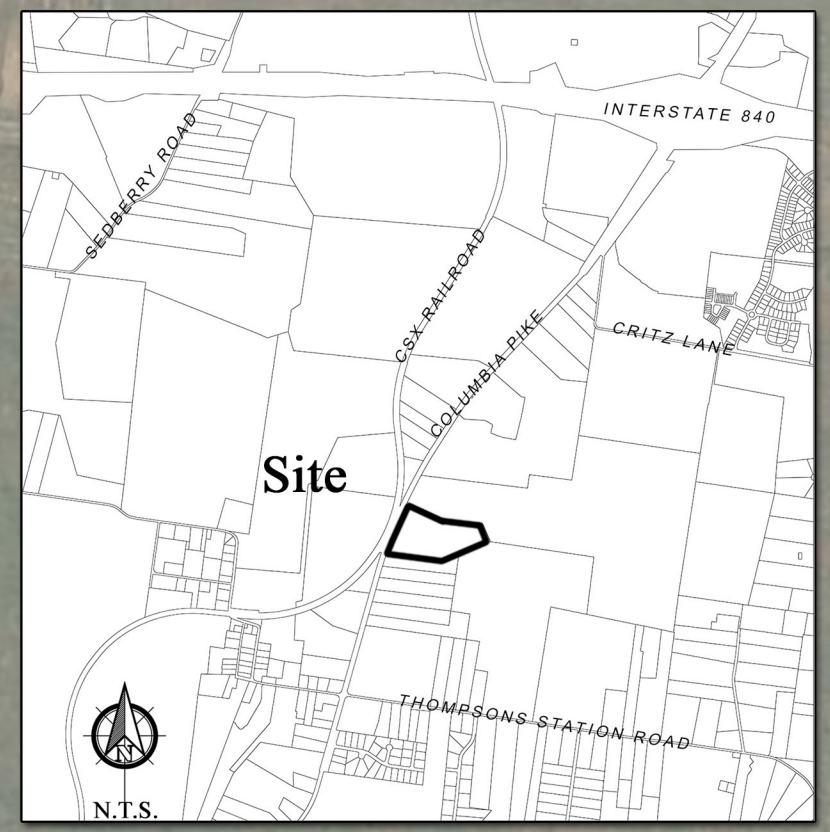
RM:ps

Enclosures



GENERAL NOTES

1. SANITARY SEWER SERVICE TO THE PROJECT WILL BE PROVIDED BY THOMPSON'S STATION. HOLT PROPERTY WILL REQUIRE AN INTERNAL 8" GRAVITY LINE COLLECTION SYSTEM WITH A DUPLEX GRINDER PUMP SYSTEM THAT WILL CONVEY WASTEWATER FLOWS TO THE NORTHWEST SIDE OF THE SITE ADJACENT TO HIGHWAY 31. THE DUPLEX GRINDER PUMP STATION WILL BE LOCATED ON THE NORTHEAST SIDE OF THE SITE IN OPEN SPACE AREA AT THE REAR OF PROPOSED DETENTION AREAS. THE PUMPING STATION WILL CONVEY FLOWS VIA A FORCE MAIN (CONVERTED ABANDONED WATER LINE OR NEW FORCE MAIN) TO AN EXISTING GRAVITY MANHOLE NEAR THE OLD INTERSECTION OF CRITZ LANE AND HIGHWAY 31 APPROXIMATELY 4, 977 LINEAR FEET. A DETAILED HYDRAULIC ANALYSIS WILL BE PREPARED DURING THE DESIGN PHASE OF THE PROJECT TO DETERMINE THE SPECIFIC NATURE OF THE PROPOSED IMPROVEMENTS REQUIRED TO SERVE HOLT PROPERTY LOTS.



Site Data	
Zoning:	D3
Site Area:	19.99 acres
Units:	59
Density Allowed:	3.00 du/ac
Density Provided:	2.95 du/ac
Open Space:	65.6% (13.11 ac./19.99 ac.)
Parking Required:	30 spaces (0.5 x 59 units)
Parking Provided:	30 spaces

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



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

DATE: June 6, 2018
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Clayton Arnold Road Repaving and Intersection Improvements

Town staff has advertised the repaving of Clayton Arnold Road and intersection improvements at Clayton Arnold and Thompson's Station Road East. A pre-bid meeting was held on June 1 to answer questions from prospective bidders regarding the project. As a result of this meeting, an addendum to the bid was issued and the bid due date was pushed to Monday, June 11.

Specific bid amounts will be presented at the Board meeting on the 12th. Attached is the authorizing resolution, bid documents and proposed contract to be executed with the low bidder.

RESOLUTION NO. 2018-012

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO AWARD THE BID AND APPROVE A CONTRACT FOR IMPROVEMENTS TO THE
INTERSECTION OF THOMPSON'S STATION ROAD EAST AND CLAYTON ARNOLD
ROAD AND THE PAVING OF CLAYTON ARNOLD ROAD AND TO AUTHORIZE THE
MAYOR TO SIGN THE CONTRACT**

WHEREAS, the Town has publicly advertised and solicited a request for bids for improvements to the intersection of Thompson's Station Road East and Clayton Arnold Road and the paving of Clayton Arnold Road (the "Project");

WHEREAS, the sealed bids for the Project were submitted on or before June 11, 2018 and upon the opening of the bids it was determined that _____ lowest and best bidder; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a contract with _____ to perform construct the Project.

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

That upon the recommendation of the Town Administrator _____ is this lowest and best bidder for the Project and should be awarded the contract. The attached contract for the Project in the amount of \$_____ is hereby approved, and the Mayor is authorized to sign the contract on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of June 2018.

Corey Napier , Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

**AGREEMENT BETWEEN TOWN OF THOMPSON'S STATION, TENNESSEE
AND CONTRACTOR FOR PAVING OF PANTALL ROAD**

This agreement is made between **Town of Thompson's Station, Tennessee** called "Town" and _____ . called "Contractor," as follows:

Section I. Description of Work

The Contractor shall perform the following described work, in accordance with the contract plans and specifications, referred to here as "contract documents." This is a construction for improvements to the intersection of Thompson's Station Road East and Clayton Arnold Road and for paving on Clayton Arnold Road as further described in the Bid Documents and Specifications for **May 2018 and revised in June 2018** prepared by the Town Engineer ("engineer") and specifically incorporated herein by reference. In the event of any conflict between this Agreement and the Bid Documents, the more stringent provision shall govern. This is a public project and is subject to all ordinances and statutes applicable thereto.

Section II. Contract Sum or Agreed Payment to Contractor

The Town agrees to pay the Contractor for the work described above in a **lump sum** amount not to exceed \$_____. Payment of this amount and according to these terms may be subject to additions, deductions or changes for unit pricing as set forth in the contract documents; provided that any additions that would increase the amount of the Contract price over the above amount may require additional prior approval of the Town and Town shall not be liable for such additional amounts without such approval.

Section III. Certificate of Completion; Payment

When the Contractor has completed the work, it shall notify the Town in writing. Within five (5) days after receipt of such notice, the Town shall inspect the work and, if the work is satisfactory, shall issue a final certificate stating that it has accepted the work as fully performed under the terms of the contract and that the contract sum payment is due to the Contractor. The Town shall make the payment within thirty (30) days after the issuance of such a certificate. The Contractor, by accepting final payment, waives all claims except those which it has previously made in writing, and which remain unsettled at the time of acceptance.

Section IV. Starting and Completion Dates

Construction under this contract shall begin as soon as possible and the Work shall be substantially complete not later than 60 days from the effective date of this Contract. Contractor agrees that it shall be liable for any damages that the Town incurs because of the work not being completed timely and that excessive delays may provide grounds for termination.

Section V. Contract Documents

The contract documents on which the agreement between the Town, engineer, and Contractor is based, which contain the plans and specifications in accordance with which the work is to be done, and which provide for the method of payment of the contract sum, are as follows:

(a) This agreement, with supplementary agreements and attached conditions;

(b) The plans and specifications, with addenda attached, issued before execution of this agreement, including the Bid Documents and Specifications, Bid Form, Performance Bond and Payment Bond Requirements, Insurance Requirements and Certificates and Drug-Free Workplace Affidavit, and any amendments subsequently to be made to any of the above documents;

(c) Written interpretations of the contract documents and directives to be made from time to time by the engineer; and

(d) Work change orders issued, or to be issued; and

(e) Notice of surety bond requirements including pursuant to Tenn. Code Ann. § 12-4-201.

The contract documents are to be separately executed, in duplicate by the Town and Contractor. The Contractor, by executing the documents, represents that it has inspected and is familiar with the work site and the local conditions under which the work is to be performed. If by inadvertence any of the contract documents are not signed, the engineer shall identify them. The contract documents together form the contract for the work described in this agreement. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work, and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated thereto but necessary for proper execution of this project.

In the event of any conflict between the provisions of this Agreement and any of the attachments, exhibits, or other documents attached to or incorporated into it by reference, the terms and conditions of this Agreement shall control.

Section VI. Duties and Rights of Contractor

The Contractor's duties and rights in connection with the project are as follows:

(a) Responsibility for and Supervision of Construction. The Contractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. It shall supervise and direct the work to the best of its ability, and give the work all attention

necessary for such proper supervision and direction.

(b) **Furnishing of Labor, and Materials.** The Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents.

(c) **Payment of Taxes; Procurement of Licenses and Permits.** The Contractor shall pay all taxes required by law in connection with work on the project in accordance with this contract including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work.

(d) **Compliance With Construction Laws and Regulations.** The Contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work. If any of the contract documents are at variance with any such requirements, the contractor shall notify the engineer promptly on discovery of such variance.

(e) **Responsibility for Negligence of Employees and Subcontractors.** The Contractor agrees to assume full responsibility for acts, negligence, or omissions of all its employees on the project, for those of its subcontractors and their employees, and for those of all other persons doing work under a contract with contractor.

(f) **Warranty of Fitness of Equipment and Materials.** The Contractor represents and warrants to the Town and the engineer that all equipment and materials used in the work, and made a part of the structures, or placed permanently in connection with the work, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties that all equipment and materials not so in conformity are defective.

(g) **Clean-Up.** The Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. The Contractor further agrees to remove all such waste material and rubbish on termination of the project, together with all its tools, equipment, machinery and surplus materials. The Contractor agrees, on terminating its work at the site, to conduct general clean-up operations, including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.

(h) **Indemnity and Hold Harmless Agreement.** The Contractor agrees to indemnify and hold harmless the Town, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of performance of the work, which are (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or in part by the Contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts the Contractor or subcontractor may

be liable.

(i) Payment of Royalties and License Fees; Hold Harmless Agreement. The Contractor agrees to pay all royalties and license fees necessary for the work, and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save the Town harmless.

(j) Safety Precautions and Programs. The Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, Contractor shall take reasonable precautions for the safety of all work employees and other persons whom the work might effect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent areas, complying with all applicable laws, ordinances, rules, regulations and orders.

Section VII. Time of Essence; Extension of Time

All times stated in this agreement or in the contract documents are of the essence in this agreement. The contract times may be extended by a change order from the engineer for such reasonable time as it may determine, when in the engineer's opinion the Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond contractor's control or which justify the delay.

Section VIII. Subcontracts

The Contractor agrees to furnish the engineer and the Town, prior to the execution of this contract, a list of names of subcontractors to whom Contractor proposes to award the principal portions of the work to be subcontracted. A subcontractor, for the purposes of this Contract, shall be a person with whom the Contractor has a direct contract for work at the project site. The Contractor agrees not to employ a subcontractor to whose employment the engineer or Town reasonably objects. All contracts between the Contractor and subcontractor shall conform to the provisions of the contract documents, and shall have incorporated in them the relevant provisions of this contract.

Section IX. Insurance

(a) Contractor's Liability Insurance. The Contractor agrees to keep in force at its own expense during the entire period of construction on the project such liability insurance as will protect it from claims, under workers' compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this contract, whether directly or indirectly by the contractor, or directly or indirectly by a subcontractor. The minimum liability limits of such insurance shall not be less than the limits specified in the contract documents or by law for that type of damage claim. Such insurance shall include contractual liability insurance applicable to the Contractor's obligations under this contract. Proof

of such insurance shall be filed by the Contractor with the Town within a reasonable time after execution of this contract.

(b) Town's Liability Insurance. The Town agrees to maintain in force its own liability insurance during the construction on this project, and reserves the right to purchase such additional insurance as in its opinion is necessary to protect it against claims arising out of the Contractor's operation, without diminishing Contractor's obligation to carry the insurance specified herein on contractor's part to be carried.

(c) Property Damage Insurance on Work Site. The Town agrees to maintain at its expense during construction of the project property damage insurance on the work at the site to its full insurable value, including interests of the Town, Contractor, and subcontractors, against fire, vandalism, and other perils ordinarily included in extended coverage. Losses under such insurance will be adjusted with and made payable to the Town as trustee for the parties insured as their interests appear. The Town shall file a copy of all such policies with the Contractor within a reasonable time after construction begins.

(d) Waiver of Work Site Property Damage Claims to Extent of Insurance Coverage. The Town and Contractor hereby waive all claims against each other for fire damage or damages from other perils covered by insurance provided in Subdivision (c) of this paragraph. The Contractor agrees to obtain waivers of such claims by all subcontractors.

Section X. Correcting Work

When it appears to the Contractor, during the course of construction, that any work does not conform to the provisions of the contract documents, Contractor shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor, appearing within one year from the date of issuance of a certificate of substantial completion, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the contract documents.

Section XI. Work Changes

The Town reserves the right to order work changes including additions, deletions, or modifications, without invalidating the contract, and agrees to make corresponding adjustments in the contract price and time of termination. All changes will be authorized by a written change order signed by the Town or by the engineer as its agent. The change order will include conforming changes in the contract and termination time. Work shall be changed, and the contract price and termination time shall be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the Town shall be determined by agreement of the parties, or by arbitration, before starting the work involved in the change.

Section XV. Early Termination for Breach of Contract

The Town may terminate this contract before the termination date, and without prejudice to any other remedy it may have when the Contractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provisions of the contract documents. On such termination the Town may take possession of the worksite and all materials, equipment, tools and machinery, and finish the work in whatever way it deems expedient. On such a default by the Contractor, the Town may elect not to terminate the contract, and in such an event it may make good the deficiency in which the default consists, and deduct the costs from the progress payment then or to become due to the contractor.

Section XVI. Miscellaneous

(a) Applicable laws; jurisdiction; venue. The laws of the State of Tennessee will govern this Agreement and the Chancery Court for Williamson County, Tennessee shall have jurisdiction and be the appropriate venue for action arising out of this Agreement

(b) Severability. If any provision of this Agreement is held unenforceable, the remaining portions shall remain in full force and effect.

(c) Entire agreement. This Agreement represents the entire agreement between the parties, and expressly replaces, supersedes, and cancels any prior oral or written agreement or communications on this subject matter.

(d) Captions and headings. The various captions and section headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. References in this Agreement to any Section are to such Section of this Agreement or Other Contract Documents.

(e) Amendments; Waiver. Other than as specified herein, this Agreement may only be supplemented, modified or waived in a writing signed by all parties. The waiver by a party of any performance by the other party, or of any of a party's rights hereunder, shall not be, and shall not be deemed to be, a waiver of any subsequent obligation of performance, default, or right of the same or similar kind.

(f) Assignment. Except as provided elsewhere in this Agreement, Contractor may not assign this Agreement or any of its rights or obligations hereunder to any third party or entity, and this Agreement may not be involuntarily assigned or assigned by operation of law, without the prior written consent of the Town,

(g) Force Majeure: Neither party shall be responsible to the other for any delay in performance or non-performance due to any cause such as flood, fire, explosion, natural disaster, act of God, act of terror, or any other cause beyond its control, providing such delay or non-performance could not be avoided by the reasonable

endeavors of the party seeking relief by reason thereof.

(h) Civil Rights. The Contractor understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically.

- i. Nondiscrimination - Title VI of the Civil Rights Act. The Contractor agrees to: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, and (2) Comply with Title VI of the Civil Rights Act of 1964, as amended, **42 U.S.C. § 2000d et seq.**;
- ii. Equal Employment Opportunity. (1) The Contractor agrees to prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, **42 U.S.C. § 2000e et seq.**, (b) **Facilitate** compliance with all applicable Executive Orders related to Equal Employment Opportunity; (c) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing; and
- iii. General. The Contractor agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, and (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations

IN WITNESS WHEREOF the parties have executed this agreement at Thompson's Station, TN on _____.

TOWN OF THOMPSON'S STATION, TENNESSEE

Corey Napier, Mayor

Date

CONTRACTOR

_____ Date

DRAFT

Intersection Improvements
& Clayton Arnold Road Repaving
May 2018, revised June 4th, 2018

TOWN OF THOMPSON'S STATION

BID DOCUMENTS
FOR

INTERSECTION IMPROVEMENTS
for
THOMPSON'S STATION ROAD EAST
at
CLAYTON ARNOLD ROAD
and
CLAYTON ARNOLD ROAD REPAVING

May 2018
Revised June 4th 2018

Prepared for:
Town of Thompson's Station
1550 Thompson Station Road West
Thompson's Station, Tennessee 37179

Intersection Improvements
& Clayton Arnold Road Repaving
May 2018, revised June 4th, 2018

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SCHOOLS; INCLUDED FOR COORDINATION PURPOSES ONLY.

Intersection Improvements
& Clayton Arnold Road Repaving
May 2018, revised June 4th, 2018

Notice to Bidders

The Town of Thompson's Station, Tennessee is accepting sealed written bids for a Contractor for the 1.25 MILES of repaving for Clayton Arnold Road in Thompson Station.

Bid documents shall be obtained beginning at 10 AM, Tuesday, May 22, 2018 at Franklin CCAD, 1121 Harpeth Ind. CT, Suite 300, Franklin, TN 370645. 615 614-0749. It is the responsibility of the Bidder to coordinate with CCAD to schedule printing and pickup time for the Bid Documents. The expense for the Bid Documents shall be the responsibility of the Bidder. Bid documents may be downloaded from Town website.

A pre-bid meeting shall be held at Thompson's Station town hall at 2:00 pm on Friday, June 1st, 2018.

Bids will be due at Town Hall, located at 1550 Thompson's Station Road West, Thompson's Station, TN 37179 by 2 PM, Monday June 11th, 2018, at which time they will be opened and Bidder and Bid amount shall be announced. The Town reserves the right to reject any and all bids.

Required Bidder qualifications and other contact information are contained in the bid documents.

INSTRUCTIONS TO BIDDERS

Terms

Owner; Town of Thompson's Station, Tennessee

Bid; a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

Bidder; person or entity who submits a Bid and who meets the requirements set for in the Bidding Documents.

Sub-bidder; person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

Unit Price; an amount stated in the Bid as a price per unit of measurements for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

Bidding Documents; the bidding requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement to Bid, Instruction to Bidders, the bid form, and other sample contract forms. The proposed contract documents consist of the form of Agreement between the Owner and Contractor, drawings, specifications and all addenda issued prior to the execution of the Contract.

Addenda; written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Bidding Documents

Complete set of the Bid Documents shall be obtained bidder's expense. Bids shall be based on complete sets of bid documents.

Bid Documents are made available only for the purpose of obtaining Bids on the project and do not confer a license or grant for any other use.

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Bidders Representations

The bidder by making a Bid represents that:

The Bidder has read and understands the Bidding Documents.

The Bid is made in compliance with the Bidding Documents.

The Bidder has visited the site and is familiar with local conditions under which the work is to be performed and has correlated the Bidder's personal observations with the requirements of the Bidding Documents.

The Bidder has considered federal, state and local Laws and Regulations that may be or are pertinent to the project.

The Bid is based upon the materials, equipment and systems required to provide the completed, finished and in place project.

The Bid is subject to acceptance for 45 calendar days from the bid date.

The submission of a Bid will constitute an incontrovertible representation by Bidder; that Bidder has complied with every requirement of the Bid Documents, that without exception the Bid is premised upon performing and furnishing the work required for the completed project as depicted and or implied by the Bid Documents including any means, methods, techniques, sequences, or procedures necessary, and that Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the work to provide the completed project.

Interpretation, Clarification or Correction of Bidding Documents

The Bidder shall carefully study and compare the Bidding Documents and shall examine the site and local conditions and shall at once notify the Engineer of conflicts, errors or discrepancies therein.

Information and data reflected in the Bid Documents with respect to underground features at or contiguous to the site is based upon information and data furnished to the Owner and Engineer by others. Owner or the Engineer does not assume responsibility for the accuracy or completeness thereof.

Bidders requiring clarification or interpretations of the Bidding Documents shall make a written request which shall reach the Engineer at least three days prior to the date for receipt of Bids.

Intersection Improvements
& Clayton Arnold Road Repaving
May 2018, revised June 4th, 2018

Interpretations, corrections and changes to the Bidding Documents will be made by Addendum. Interpretations, correction and changes of the Bidding Documents made in any other manner will not be binding, and the Bidders (and sub-bidders) shall not rely upon them.

Before submitting a Bid, each Bidder shall, at Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertains to the physical conditions (surface, subsurface and any other feature) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work.

The bidder shall consider the project site open for inspection, with advance notice. Each Bidder shall have access to the site to conduct such explorations and tests, as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. Bidders shall contact Joe Cosentini of Town of Thompson's Station (615) 794-4333 to notify of site visits.

A 'Rock Clause' or the exclusion or qualification of earthwork premised upon the discovery and / or presence of subsurface rock requiring excavation shall not be included in the Bid. Earthwork and or trenching is unclassified and shall be bid as such, and that Bid amount shall be for the earthwork, necessary for the complete, in place and finished project.

Substitutions

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered prior to receipt of the Bids unless a written request for approval has been received by the Engineer at least three days prior to the date for receipt of the Bids. Request for substitution shall include a complete description of the proposed substitution, including drawings, performance and test data, and other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a substitution shall be final.

If a substitution is approved prior to the bid date, such approval shall be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

Intersection Improvements
& Clayton Arnold Road Repaving
May 2018, revised June 4th, 2018

Addenda

Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

Addenda will be issued no later than two days prior to the date for the receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the Bids.

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

Bidding Procedures

Bids shall be submitted on the forms included with the Bidding Documents.

Bid form shall be legibly executed in a non-erasable medium.

Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

All requested alternates shall be bid. If no change in the Base bid is required, enter 'No-Change.'

Each copy of the bid shall state the legal name of the Bidder and the nature of legal form of the Bidder.

Bid Security

A Bid security will not be required.

The Bidder pledges to enter into a Contract with the owner on the terms stated in the Bid and will furnish bonds to cover the faithful performance of the Contract and payment of all obligations arising thereunder.

Submission of Bids

All copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, with the notation "SEALED BID ENCLOSED" on the face of the envelope.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date will be returned unopened.

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The Bidder shall assume full responsibility for the timely delivery at the location designated for receipt of Bids.

Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

Modification or Withdrawal of Bid

A bid may not be modified, withdrawn or cancelled by the Bidder during the stipulated time period following the time and date designated for the opening of Bids, and each Bidder so agrees in submitting a Bid.

Prior to the time and date designated for opening of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received and date and time stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with the Instruction to Bidders.

Consideration of Bids

At the discretion of the Owner, if stipulated in the advertisement, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders at a later time to be determined by the Owner.

Rejection of Bids

The Owner shall have the right to reject any or all Bids. A Bid which is in any way incomplete or irregular is subject to rejection.

Award of Bid

It is the intent of the Owner to award a Contract to the lowest and best qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

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Post-Bid Information

Bidders to whom award of the Contract is under consideration shall submit to the Owner, upon request, written evidence of qualifications to perform the work, such as financial data, insurance data, present commitments and other such data as may be called for. Such qualifications of sub-bidders may also be requested.

Forms for such purposes, such as AIA Document A305, or other may be used at the discretion of the Owner.

Owner's Financial Capability

The Owner shall, at the request of the Bidder for whom the Contract Award is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such evidence is furnished, the Bidder will not be required to execute the Agreement.

Performance Bond and Payment Bond

Bidder shall furnish bonds in the amount of One-Hundred (100%) percent of the contract amounts cover the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

The cost of furnishing of such bonds shall be included in the Bid.

The Bidder shall deliver the required bonds to the Owner not later than three days following the date of the execution of the Contract.

The bonds may be written on AIA Documents or other documents acceptable to the Owner.

The Bonds shall be dated on or after the Contract date.

Form of Agreement Between Owner and Contractor

The intended form of agreement is included herein.

Drug Free Workplace Affidavit

All bids must include the DRUG-FREE WORKPLACE AFFIDAVIT as required by Tennessee State law.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____ an employer of five (5) or more employees contracting with the Town of Thompson's Station government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principle officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-90-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in Compliance with T.C. A. § 50-90-113.

Further affiant saith not.

Principle Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the forgoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

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Description of Work

All work and materials are to be in conformance with Tennessee Department of Transportation – Standard Specifications for Road and Bridge Construction, latest edition and any subsequent supplements. Payment Section of that reference shall not apply.

A representative of the Town shall be onsite to observe construction operations. The contractor shall maintain daily records of quantities of materials used and ongoing work. Present copies to the Town Representative daily.

Map attached as Exhibit “A”; showing the limits of the paving. Paving limits will be Critz Lane at the North and Thompson Station Road East at the South. The distance is 1.25 miles less surface course work being completed by Williamson County Schools along Clayton Arnold Road. In addition, there will be an intersection realignment at Clayton Arnold and Thompson’s Station Road East as described in the attached site plan.

A price adjustment for bituminous material shall be provided for using TDOT SPECIAL PROVISION 109B ,at the discretion of the Owner

The project shall be substantially complete within 60 days of the execution of the agreement with the Town.

Work is to be completed with traffic maintained. Provide traffic control in accordance with the manual on uniform traffic control devices (MUTCD) work zone safety. Provide all traffic appurtenances, signage and flagmen to maintain the traffic during construction and during non-working hours while the project is ongoing.

Site Preparation: Clip shoulders, restore ditches, broom sweep, and remove loose material. Inspect the roadway with Town Representative and mark failed-unsuitable areas with orange spray paint around the perimeter of the area. These areas are to be measured and the area reported to the Town Administrator in writing as square yards of areas to be undercut and removed. An approximation of these areas and repair quantities shall be provided as a ‘per unit cost’ and a estimated total in the bid form, to be adjusted as necessary for the completed work.

The ditch work for this project will be minimal. The term ‘restore ditches’ as used in the description of work shall encompass the work to maintain the roadside ditches in a free draining condition. Grass, sediment or other debris blocking the roadway cross slope runoff shall be removed. The pavement work shall not result in any debris into the roadside ditches or any deleterious affect on the ditches. If remedial work to the ditches becomes apparent the Town may engage the contractor to address the condition for additional cost to be agreed upon prior to the start of the ditch work.

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Asphalt Pavement: Apply tack coat to surface of area to be paved at a rate of 0.05 gallon per square yard. Apply tack coat. Apply 3” binder course (B-M). Apply tack coat. Apply 1 ½” surface course (E-mix) for full width of roadway to cover aggregate shoulders.

Roadway pavement shall be constructed to ensure a positive cross-slope to the roadside ditches and a free draining roadway. Low spots or areas that pond rainfall shall be corrected at no additional expense to the Town.

Williamson County Schools is currently working on a 1236 foot section of Clayton Arnold Road and has constructed turn lanes for traffic movements to and from the school. The adjacent base course of pavement has been constructed to an elevation that meets the current surface of CA Road. To construct the proposed section the 1236 foot section shall be milled to a depth of 3 inches. The bid for that work will be ‘Milling to 3” depth” per SY. Adjustments to this may be made if the need arises and adjustments to project cost made accordingly. The surface pavement for CA has been reduced to account for the 1236 foot school section.

It is expected that some areas of the road will require repair / remediation to the subgrade. Those areas will be identified and marked with Town staff. For the purposes of the Bid Docs that work will be bid as undercutting and base repair: Receive the Town’s authorization to proceed with the undercutting and remove pavement and base below base grade to stable in-situ material. Fill undercut areas GRADING A-MIX. Place in lifts no greater than 4 inch thicknesses and compact as indicated in the TDOT specifications. Fill to surrounding existing subgrade of in place pavement. Dispose of removed material in accordance with applicable laws.

Apply pavement marking in accordance with the Manual on Uniform Traffic Control Devices, include double yellow center line and white edge of pavement lines.

Bid shall be provided based quantities provided in the bid form, with payment made based on actual quantities necessary for construction per project complete and in place for the work. The exception to this will be the work for intersection improvements which shall be based on lump sum bid for the work depicted on the construction drawings complete and in place.

Bid amounts shall be provided on the Bid Form.

Intersection Improvements
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BID FORM

TO: Town of Thompson's Station
Attn: Joe Cosentini
1550 Thompson Station Road West
P.O. Box 100
Thompson's Station, Tennessee 37179

PROJECT: Intersection Improvements & Clayton Arnold Rd Repaving

The Bidder acknowledges in submitting this bid that:

1. This Bidder has received, read, and understands the Bidding Documents and this bid is made in accordance therewith.
2. This Bidder has visited the site and become familiar with the local conditions under which the work is to be performed and has correlated all observations with the requirements of the Bidding Documents.
3. This Bidder's status as defined in Chapter 1390-1-1 of the rules of the State Building Commission is: (Yes or No)_____ The Bidder and/or any of the Bidder's employees, agents, independent contractors and/or proposed subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any contract crime involving a public contract.
4. This Bidder has received the following Addenda:
 - a. Addendum No. _____ dated _____
 - b. Addendum No. _____ dated _____
 - c. Addendum No. _____ dated _____
5. A Bid Security will not be required.
6. Drug Free Affidavit to be completed is attached hereto.
7. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
8. Failure to complete this Bid Form or to provide required attachments may be cause for rejection of the bid.

Intersection Improvements
 & Clayton Arnold Road Repaving
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9. This Bidder agrees to:
- A. Honor this bid for a period of forty-five (45) days following the date of the scheduled opening of bids.
 - B. Enter into and execute a contract, if presented on the basis of this bid, and to furnish the bond(s) and certificate(s) of insurance as required.
 - C. Accomplish the Work in accordance with the Contract Documents.
 - D. Achieve Substantial Completion of the Work thirty (60) calendar days from and including the date stipulated in the Notice To Proceed.
 - E. Accept the conditions for Liquidated Damages in the amount of \$100.00 per calendar day.

This Bidder agrees to complete the Work of the Base Bid for this project for the amounts completed hereon. The bid is for the complete project, finished and in place, the cost for all work necessary is included in the bid provided, if not specifically listed the work or material is included as part of the items and cost listed here.

<u>CLAYTON ARNOLD ROAD REPAVING:</u>	QTY	BID
Site Preparation	1 LS	_____
ASPHALT CONCRETE MIX (PG64-22) GRADING B-M (TDOT Item No. 307-01.07) 3" Binder Course	2610 Ton	_____
ACS MIX (PG64-22) GRADING E (TDOT Item No. 411-01.11) 1 1/2" Wearing Surface	1929 Ton	_____
BITUMINOUS MATERIAL FOR TACK COAT (TC) (TDOT Item No. 403-02) 0.05 gal / SY	6.7 Ton	_____
MINERAL AGGREGATE (FOR SHOULDERS) (TDOT item No. 303-01) 4 1/2" depth x width	87 Ton	_____
MILLING TO 3 INCH DEPTH (coord with WCS project)	2884 SY	_____
PAINTED PAVEMENT MARKING (4" LINE) Double Solid Yellow Line (center line)	1.01 L.M.	_____
PAINTED PAVEMENT MARKING (4" LINE) Single Solid White Line (edge lines – each side)	1.01 L.M.	_____
ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A (TDOT Item No. 307-01.01) For Undercut & Sub-grade Repair	520 Ton	_____
 SUBTOTAL PAVING		 _____

Intersection Improvements
& Clayton Arnold Road Repaving
May 2018, revised June 4th, 2018

INTERSECTION IMPROVEMENTS, LUMP SUM

1 LS

PROJECT TOTAL

Bid summary below

This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

\$ _____

_____ and _____/100ths
Dollars

This bid is submitted by:

Authorized Signature: _____ **Date** _____
Type or print

Name and Title: _____
On behalf of

Name of Bidder: _____

Bidder's Address: _____

Bidder's Telephone Number: _____

Performance bond and Payment bond may be required by the Owner, if so they will be provided per the following additional expenses to the bid amount.

Performance Bond _____

Payment Bond _____

Intersection Improvements
& Clayton Arnold Road Repaving
May 2018, revised June 4th, 2018

PROJECT: Town of Thompson's Station
Intersection Improvements & Clayton Arnold Road Repaving

PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Furnish bonds in the amount of **One-hundred (100%) Percent** of the contract amount covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources. If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this requirement. The bonds shall be written on forms agreeable to the Owner. Both Performance Bond and Payment Bond shall be written in the amount of the Contract Sum. The bonds shall be dated on or after the date of the Contract. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

INSURANCE REQUIREMENTS

- I. Insurance to be provided by the Contractor
 - A. Contractor will obtain and maintain the following insurance to protect Contractor and Owner from claims which may arise out of or result from Contractor's operations under the Construction Management Agreement:
 1. Automobile Insurance. Motor Vehicle Liability Insurance covering owned and/or leased vehicles. Minimum limits are to be \$2,000,000 per accident.
 2. Insurance on Equipment and Temporary Buildings. "All Risks" Insurance covering equipment and temporary structures owned and/or leased by Contractor. Such insurance policy shall contain a waiver of subrogation (by all insurers) against the Owner and its representatives.
 3. Commercial General Liability Comprehensive Insurance. Commercial General Liability Insurance, including the Owner as an additional insured, covering bodily injury and Property Damage and including, but not limited to the following:
 - a. Products and completed operations (Completed operations to be insured for a period of 2 years after final acceptance by the Owner);
 - b. Contingent liability with respect to sub-contractors and suppliers;
 - c. Blanket written contractual coverage;
 - d. Non-owned automobile coverage;
 - e. Personal injury coverage;
 - f. Occurrence property damage coverage;
 - g. Employer's liability coverage (See Section II.A);
 - h. Cross liability clause;
 - i. Liability arising out of unlicensed equipment;
 - j. Pollution Rider; and
 - k. No XCU (excavation) exclusion shall be permitted in policy.
 - l. Minimum limits are to be \$2,000,000 per occurrence, inclusive of Bodily Injury and Property Damage.
 4. Workmen's Compensation. Contractor, before commencement of the Work, shall be qualified under the Workmen's Compensation laws of Tennessee. In addition to compliance with the applicable Workmen's Compensation laws, Contractor shall procure, carry, and maintain

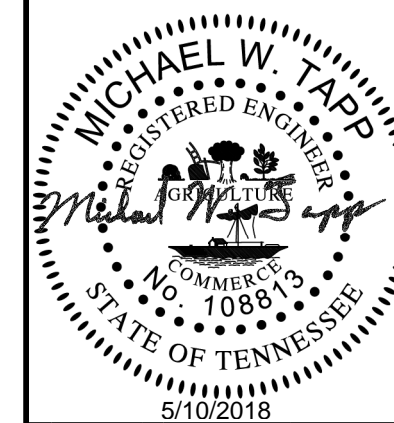
Intersection Improvements
& Clayton Arnold Road Repaving
May 2018, revised June 4th, 2018

employer's liability insurance to a limit of \$2,000,000 for any one accident.

5. All coverages set forth in this Section II are to be primary, and coverages of the Owner are not to be considered contributory.
6. Contractor shall provide to the Owner certificates of insurance for all coverages noted in Section II, showing Owner (except for Workmen's Compensation) as additional insured and showing required waivers of subrogation. The insurers shall give the Owner 30 day prior written notice of cancellation, non-renewal, or amendment affecting any above noted required coverage or reduction of insurance below the limits noted above.

II. Insurance to be maintained by parties contracting for the Project work.

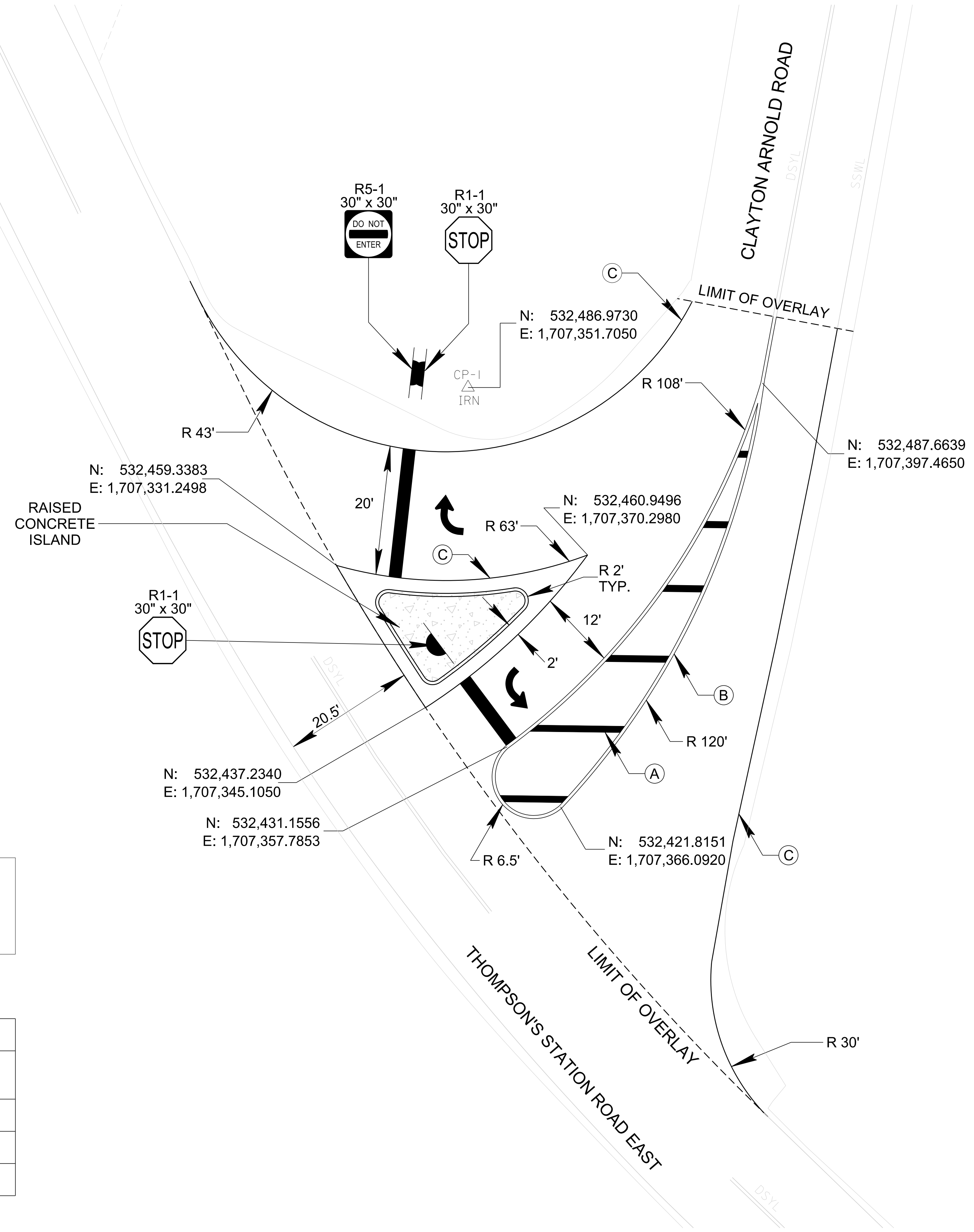
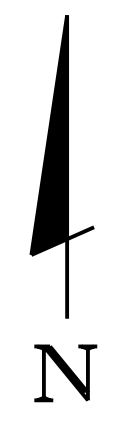
- A. Contractor shall cause all parties contracting with it for any of the work on this Project, including all subcontractors and suppliers, at any tier, to obtain and maintain insurance substantially similar to the insurance provided for in Section II, such as will protect such parties and Contractor and Owner from any and all claims which may arise out of or result from the respective operations on the Project of Architect, Engineer, the Multi-Prime General Contractors and all subcontractors and suppliers at any tier. Specific limits shall be a minimum of \$2,000,000 or such other limits as Contractor or Owner shall reasonably deem necessary. Owner and Contractor shall be additional insured on all such policies (except Workmen's Compensation), and all such policies are to be primary, and insurance of Owner and Contractor are not to be considered contributory.



PROPOSED LAYOUT
INTERSECTION IMPROVEMENTS
TOWN OF THOMPSON'S STATION
THOMPSON'S STATION, TENNESSEE

DR.	CHK.	DATE	DESCRIPTION
		5/10/18	ORIGINAL ISSUE

C2.00
FILE NO. 36474-00



NOTE: REFERENCE TDOT T-M-3: MARKING STANDARDS FOR TRAFFIC ISLANDS, MEDIANS & PAVED SHOULDERS ON CONVENTIONAL ROADS.

	24" STOP LINE
	TURN ARROWS
(A)	CHANNELIZATION STRIPING
(B)	DOUBLE SOLID YELLOW LINE
(C)	SINGLE SOLID WHITE LINE



MEMORANDUM

TO: Board of Mayor and Aldermen

CC: Joe Cosentini, Town Administrator

FROM: Todd Moore, Town Attorney

DATE: 5 June 2018

RE: Battlefield Acquisition Grant - Deed of Conservation (Preservation)
Easement

In 2014 the Town was awarded a Civil War Battlefield Acquisition Grant from the United States Department of Interior, National Park Service, in the amount of \$202,472.21 subject to certain conditions. One condition was that the Town would agree to execute and record a preservation easement (titled a Deed of Conservation Easement) on the Fields' property purchased by the Town which would prevent development of the site for any purpose other than preservation and interpretation of the historic battlefield.

Because the easement will prohibit uses that the Town may have needed to use portions of the property for, including wastewater drip fields and the completion of the Town's Greenway Trail Project, the Town did not approve the easement and finalize the grant at that time. However, the Town has recently acquired additional land for future drip fields and Joe has identified a potential solution for the extension of the trail across the property.

The general purposes of the easement are "to preserve and protect the historical, archeological, scenic and open space values of the Property." To accomplish these purposes the easement prohibits almost all uses that disturb the property. Specifically, the easement:

- Prohibits industrial and commercial uses, new buildings and structures (except as specifically approved and permitted), mining, excavating or grading;
- Prohibits roads and paved trails; but
- Permits passive recreational use, historical and interpretive use and pedestrian traffic on walking and hiking trails, subject to conditions and approvals; and
- Permits agricultural use consistent with what has taken place previously on the property, pursuant to a written plan.

By accepting the easement (and the grant funds), the Town assumes a duty not to allow any activity inconsistent with the purposes of the easement. The easement is a perpetual easement and once executed may not be removed by the Town.

To monitor the use of the property and verify compliance with the easement, the Tennessee Historical Commission will prepare and maintain a Baseline Documentation

Report including photographs of the property in its current condition. The Town and the Parks Board will also want to maintain a copy of this report to ensure that future park plans do not violate the easement.

The Tennessee Historical Commission is the grantee of the easement and is responsible for its enforcement and remedying any violations. If a violation occurs, the Town may be liable for damages to correct the violation and attorneys' fees. For that reason, if there is any question about whether a structure or other improvement on the property is permissible, the Town should seek prior approval by the Historical Commission.

In short, the property must be protected and preserved as open space with few exceptions for improvements related to historical and interpretive uses. The easement specifically provides that walking and hiking trails may be allowed provided that these trails shall be permeable and are subject to the approval of the Tennessee Historical Commission. Joe believes that he has identified a trail surface that will satisfy the requirements for the Greenway Trail across the property and receive the approval of the Historical Commission.

As of today's date, the Tennessee Historical Commission is still reviewing the final draft of the easement, but we accept their approval with only minor changes.

After the easement is approved, it will be recorded with the Williamson County Register of Deeds. The Town is also in the process of obtaining a required review appraisal to complete the grant application. If approved, it is anticipated that the Town will receive the grant funds before September 1, 2018.

RESOLUTION NO. 2018-013

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CONSERVATION EASEMENT WITHIN PRESERVATION PARK RELATED
TO THE BATTLE OF THOMPSON'S STATION**

WHEREAS, the Town wishes to protect land of historical value; and

WHEREAS, the Town was previously awarded a grant by the National Park Service American Battlefield Protection Program to assist with the acquisition of land for Preservation Park where much of the Battle of Thompson's Station occurred; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve the attached Deed of Conservation Easement with the Tennessee Historical Commission to protect this property in perpetuity.

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

That the attached Deed of Conservation Easement is approved, and the Mayor is authorized to sign the contract on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of May 2018.

Corey Napier , Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

***THIS INSTRUMENT PREPARED BY:
Town of Thompson's Station
1550 Thompson's Station Road West
Thompson's Station, TN 37179***

Tax Map# 146 02002 00004146

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT, made this ___ day of _____, 2018, by the **Town of Thompson's Station, Tennessee**, and its successors and assigns, herein called the Grantor, whose address is 1550 Thompson's Station Road West, Thompson's Station, TN to the **STATE of TENNESSEE, TENNESSEE HISTORICAL COMMISSION**, herein called the Grantee, whose address is 2941 Lebanon Road Nashville, Tennessee 37243-0442.

WHEREAS, The Grantor, a government entity, is the sole owner in fee simple of the property located in Williamson County, Tennessee, Tax Map 146 02002 00004146, containing 102.61 acres, more or less, and more particularly described in Exhibit A (hereinafter the "Property"); and

WHEREAS, the Grantee is a governmental entity created by the Tennessee General Assembly at Tennessee Code Annotated (T.C.A.) Section 4-11-102; and

WHEREAS, T.C.A. Section 66-9-305 authorizes any state entity to obtain a conservation easement;

WHEREAS, Grantee was established for the purpose of promoting the preservation of historically significant lands, for scientific, educational and aesthetic purposes and is authorized to accept or acquire real properties that have statewide historical or archeological significance pursuant to the T.C.A. Section 4-11-107; and

WHEREAS, Grantor and Grantee recognize that the Property contains historical, archeological, scenic and open space qualities and features related to Civil War historic activities; and

WHEREAS, the Property lies within the core area of the Battle of Thompson's Station battlefield as determined by the National Park Service and has been given a Preservation Priority II.3 (Class C) Rating by the Civil War Sites Advisory Commission; and

WHEREAS, upon portions of the Property is situated where the Battle of Thompson's Station took place. On March 4, 1863 a Federal force from Brentwood and Franklin moved toward the Confederate encampment at Spring Hill. As they approached Thompson's

Station they were met by Van Dorn's Confederate force on a reconnaissance toward Franklin. After a brief engagement, Van Dorn withdrew for the night to a line on the east-west hills south of Thompson's Station – the Federals formed on the east-west hills north of the railroad station. On the 5th, the Federals attacked southward across the bottom ground. Confederate artillery and cavalry moved north and east of the Columbia pike to attack the Federal wagon train and the US troops guarding it. Much of the Federal force was eventually captured, sent to Libby Prison in Richmond, and exchanged.

Like the March 25 Battle of Brentwood, and the April 10 and June 4 raids into Franklin, this action was part of the constant losses that both sides incurred as the Federals prepared for the campaign toward Chattanooga in June 1863; and

WHEREAS, the Grantor and Grantee acknowledge that the Property is currently farmland consisting of areas of forest and open space; and

WHEREAS, Grantor and Grantee have agreed to protect all of the Property by entering into this conservation easement to preserve, enhance, and maintain the historic, archeological, scenic and open space features and resources of the Property (the "Conservation Easement"); and

WHEREAS, in accordance with the terms and conditions of grant agreement number P14AP00430 dated March 4, 2015 (the "**Grant Agreement**") entered into by and among Town of Thompson's Station, TN and the United States Department of the Interior through the National Park Service ("**NPS**") acting through the American Battlefield Protection Program ("**ABPP**"), the ABPP, under the authority of the 54 U.S.C. § 308103 (2015), the Battlefield Land Acquisition Grant Program (Pub. L. 113–287, §3, Dec. 19, 2014, 128 Stat. 3234 ; Pub. L. 113–76, div. G, title IV, §429, Jan. 17, 2014, 128 Stat. 345 ; Pub. L. 113–235, div. F, title IV, §421, Dec. 16, 2014, 128 Stat. 2449 ; Pub. L. 113–291, div. B, title XXX, §3050, Dec. 19, 2014, 128 Stat. 3799, awarded a grant from the Land and Water Conservation Fund to the Town of Thompson's Station to facilitate the acquisition of the Property and, as such, the Property is subject to what is commonly known as Section 6(f)(3) of the Land and Water Conservation Fund Act (54 U.S.C. §§ 200301 - 200310 (2015)); and

WHEREAS, 54 U.S.C. § 308103 (2015), the Battlefield Acquisition Grant Program (Pub. L. 113–287, §3, Dec. 19, 2014, 128 Stat. 3234 ; Pub. L. 113–76, div. G, title IV, §429, Jan. 17, 2014, 128 Stat. 345 ; Pub. L. 113–235, div. F, title IV, §421, Dec. 16, 2014, 128 Stat. 2449 ; Pub. L. 113–291, div. B, title XXX, §3050, Dec. 19, 2014, 128 Stat. 3799, and Section 6(f)(3) of the Land and Water Conservation Fund Act provide that the Property shall not be converted to other than conservation, preservation and open space uses without (i) the written approval of the Secretary of the U. S. Department of the Interior acting through the ABPP and (ii) the substitution of other land of equal market value and usefulness for conservation recreation purposes to be perpetually protected for conservation purposes, and that such approval shall be granted only upon certain specified conditions; and

WHEREAS, the Grantor acknowledges and accepts that the Tennessee Historical Commission will apply the Secretary of the United States Department of the Interior's

Standards for the Treatment of Historic Properties, as set forth in Part 68, Title 36, Code of Federal Regulation, or comparable standards as may be developed, amended or revised from time to time (the “**Secretary of the Interior’s Standards**”), as interpreted by the Tennessee Historical Commission, to the Tennessee Historical Commission’s administration and enforcement of this Conservation Easement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor hereby irrevocably gives and conveys in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, this Conservation Easement together with the right to preserve and protect the preservation values as described herein.

The Grantor hereby conveys this Conservation Easement on the Property described on Exhibit A and as shown on the survey on Exhibit B pursuant to T.C.A. Sections 66-9-301, et seq. on the following terms and conditions:

Terms and Conditions of the Conservation Easement:

1. Purpose. The purposes of this Conservation Easement are to preserve and protect the historical, archeological, scenic and open space values of the Property. Grantor agrees that Grantor’s use of the Property shall not in any way significantly impair or interfere with the preservation of the historical, archeological, scenic and open space values of the Property. Grantor shall restrict its activities to only those that are consistent with the preservation of the historical, archeological, scenic and open space values of the Property.

2. In Perpetuity. This Conservation Easement shall be perpetual. It is enforceable by Grantee against Grantor, its representatives, successors, assigns, lessees, agents and licensees.

3. Rights of Grantor. Grantor reserves certain rights accruing from fee simple ownership of the Property, including the right to engage in or permit others to engage in uses of the Property that are not inconsistent with the purpose(s) of this Conservation Easement. All rights reserved by Grantor are reserved for Grantor, its representatives, successors, and assigns, and are considered to be consistent with the preservation purposes of this Conservation Easement. The following rights are expressly reserved:

A. Passive Recreational Use. Grantor reserves the right to engage in and permit others to engage in passive recreational uses of the Property, as long as there is no surface alteration of the land or other activity posing a threat to preservation values. Grantor may make alterations needed to provide walking trails with prior written approval of Grantee. Passive recreational uses shall include, but not be limited to, walking, historical interpretive trails that are permeable in nature, animal and plant observation and any other purpose consistent with maintaining the preservation values of Property.

B. Pedestrian Traffic. Grantor reserves the right to construct and maintain walking, interpretive, and hiking trails, with prior written approval of Grantee, to increase and

enhance public exposure to the Property and to its natural and scenic condition while preserving the historic, archeological, scenic and open space values of Property. All new trails constructed on the Property after the Effective Date shall be permeable in nature and will be designed in compliance with the *Secretary of the Interior's Standards for the Treatment of Cultural Landscapes* and following the recommendations of NPS Preservation Brief 36 *Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes*.

C. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Grantor shall be allowed to pursue agriculture, timber harvesting, grazing or horticultural operations on the Property, consistent to what has taken place before this easement and pursuant to a written plan addressing the effects of said operations on historical, archeological, open space and scenic characteristics of the Property, with prior written approval of Grantee, with the primary objective of preserving the archeological record in accordance with the *Secretary of the Interior's Standards for Archeology and Historic Preservation* and rehabilitation of the historic vegetation patterns of the Civil War era as per the applicable *Secretary of the Interior's Standards for the Treatment of Historic Properties* and *Secretary of the Interior's Standards for the Treatment of Cultural Landscapes*.

Notwithstanding the foregoing, Grantor and Grantee have no right to agree to any activity that would result in the termination of this Conservation Easement.

4. Baseline Documentation: The parties agree that the photographs of the Property taken by _____ of the Tennessee Historical Commission on _____ accurately document the appearance and condition of the Property as of the date of this Easement. The digital copies shall be stored permanently in the archives of the Tennessee Historical Commission, which is located at 2941 Lebanon Road, Nashville, Tennessee, or its successors. Hereafter, the Property shall be preserved, maintained in its documented state as nearly as practicable, except for changes that are expressly permitted hereunder. The Grantor warrants that it has made available to the Grantee, prior to the time the donation is made, baseline documentation sufficient to establish the condition of the Property as of the date of this Easement. Such documentation is designed to protect the conservation interests associated with the property, which, although protected in perpetuity by the easement, could be adversely affected by the exercise of the reserved rights. The parties agree that the Baseline Documentation Report supplied and contained in the files of the Grantee accurately describes the condition and character of the Property at the time of this Easement. The Baseline Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination.

5. Prohibited and Restricted Activities. Grantor shall not allow any activity on, or use of, the Property that is inconsistent with the purposes of this Conservation Easement. Grantor shall not allow any development or use that would impair or interfere with the preservation purposes of this Conservation Easement as set forth above. Plans for any new construction, visitor facilities, or archeological excavations or disturbances shall be reviewed and approved

in writing by the Tennessee Historical Commission prior to the commencement of activity, which approval shall not be unreasonably withheld, conditioned or delayed. New construction shall be limited to visitor amenities and interpretation of the Property as it relates to the Civil War. Plans shall be consistent with the applicable *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the *Secretary of the Interior's Guidelines for the Treatment of Cultural Landscapes*, and the *Secretary of the Interior's Standards for Archeology and Historic Preservation*. Grantor shall not, without the prior express written approval of the Grantee and the State Historic Preservation Officer ("SHPO"), commence any new activity on the Property not being undertaken or maintained on the Property as of the Effective Date. Except for those rights specifically reserved to Grantor above and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted.

A. Industrial and Commercial Use. Grantor shall not allow any industrial and/or commercial activities or any right of passage for such purposes on Property, other than (i) activities that foster the preservation and interpretation of the historic battlefield and accommodation of the public amenities permitted under paragraph B; (ii) agriculture, silviculture, or horticulture; and (iii) activities related to the preservation, maintenance, exhibition and interpretation of the Property as a Civil War battlefield, provided that prior to each such event, all archeological material in affected areas is completely surveyed by a qualified archeologist meeting or exceeding the *Secretary of the Interior's Professional Qualifications Standards* and preserved in place and avoided during permitted activities according to the *Secretary of the Interior's Standards for Archeology and Historic Preservation*.

B. Permitted Buildings, Structures and Recreational Use. Grantor shall not construct or maintain any building, mobile home, billboard or other advertising display, antenna, utility pole, tower, conduit, line, or any other temporary or permanent structure or facility on or above the Property except for (i) the buildings existing on the Property as of the Effective Date of this Conservation Easement, including: the planned extension of the Town of Thompson's Station Greenway Trail, the design and location of the proposed trail is subject to written approval by the SHPO and will be designed in compliance with the *Secretary of the Interior's Standards for the Treatment of Cultural Landscapes* and following the recommendations of NPS Preservation Brief 36 *Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes*; (ii) other public amenities such as walking trails, footpaths, signs, kiosks, and markers appropriate for the preservation, maintenance, exhibition, and interpretation of the Property as a Civil War Battlefield; (iii) the placement and display of no trespassing signs, local, state or federal traffic or similar informational signs, for sale or lease signs, boundary fencing, signs identifying the preservation values of the Property, and/or signs identifying the Grantor as owner of the Property and State of Tennessee Historical Commission, as holder of this Conservation Easement, educational and interpretative signs, identification labels or any other similar temporary or permanent signs, not exceeding three square feet; (iv) reconstructions of historic buildings or structures which are documented through professional historical or archeological investigation to have been located on the Property, which shall be

consistent with and evaluated according to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, specifically, the *Standards for Reconstruction*; and (v) a sign to provide notice that the Property was purchased in part with a grant administered by the National Park Service with funding from the Land and Water Conservation Fund, not exceeding three square feet. The location, size, and design of any new building, structure, or amenity are subject to the prior written approval of Grantee and the SHPO. Demolition and/or removal of all those structures identified in (i) from the Property is subject to: (a) compliance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (b) application of the *National Register Criteria for Evaluation* (36 C.F.R. Parts 60.3 and 60.4, as amended; *see also* 36 C.F.R. Part 63, as amended) to determine that the activity will not have a negative impact of the site's National Register of Historic Places eligibility, (c) terms and conditions of a certain grant agreement no. P14AP00430, by and between the Town of Thompson's Station and the NPS, through the ABPP; and (d) prior written approval of SHPO, (e) adherence to relevant City and County Plans for the property, particularly the *Preservation Park Master Plan 2016* prepared by HFR Design and adopted by Thompson's Station's Parks and Recreation Advisory Board. When requesting approval of Grantee and/or SHPO, Grantors shall provide to Grantee and/or SHPO certification from a qualified expert that the request takes into account the Secretary of Interior's *Standards for the Treatment of Historic Properties, Standards and Guidelines for Archeology and Historic Preservation, and Guidelines for the Treatment of Cultural Landscapes*.

C. Mineral Use, Excavation, Artifact Collecting. Any and all ground disturbing activities on the Property, including rehabilitation of the historic battlefield landscape, are subject to Grantee's prior written approval. Grantor shall not fill, excavate, mine or drill on Property. Grantor shall not allow the removal of any historical artifacts except as part of an organized archeological effort supervised by Grantee, and with limited disturbance of topsoil, sand, gravel, rock, peat, minerals or other materials. Grantor shall not change the topography of the land in any manner except as necessary for the purpose of combating erosion or incidental to any preservation management activities otherwise permitted on the Property. Grading is not permitted on the Property, except in order to preserve and protect the preservation values of this Easement, in which case said grading must be approved by the Grantee in writing prior to commencement and completed in accordance with the *Secretary of the Interior's Guidelines for the Treatment of Cultural Landscapes*. Ground disturbing activity or earth removal may require archeological survey and/or investigation if, in the opinion of Grantee, such ground disturbing activity or earth removal may impact existing historic buildings, structures, amenities and/or features identified, or archeologically significant deposits, sites or features on the Property, whether known or unknown as of the Effective Date.

D. Dumping. Grantor shall not allow dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Property.

E. Conveyance and Subdivision. Grantor shall not subdivide, partition or convey the Property, except in its current configuration as one entity or block of property. Grantor

warrants and covenants that neither the Property, nor any portion of it, has been or shall be dedicated as open space within, or as part of, a residential subdivision or any other type of real estate development plan or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other real property pursuant to a transfer of development rights or purchase of development rights program, cluster development plan, planned unit development or other type of land use program or regulation intended to restrict the future development of the Property. Any and all development rights, subdivision rights, and other rights affecting the future development (generally referred to as "development rights") of the Property are hereby extinguished and terminated in perpetuity. Grantor unconditionally and irrevocably relinquishes the right to transfer such development rights to any other property or to use them for purposes of calculating lot yield, density allowances, increases or decreases, and/or development potential of the Property or any other property.

F. Archeology. Grantor agrees not to demolish or destroy or otherwise deface or alter the archeological features on the Property and to manage the Property in such a way as to protect the archeological integrity of the site. Archeological investigations may be required to determine if the Property is eligible for the National Register of Historic Places ("NRHP"), including the presence of historic or pre-historic archeological resources on the Property. Any proposed ground disturbing activities, including the demolition and removal of existing structures identified in Section B (i), may adversely affect any archeological resources, if present on the Property. No field investigation, archeological exploration, artifact collection, or recovery operation may be conducted on the Property without prior written approval of the SHPO and the Grantee. Any such field investigation, explorations, or recovery operations conducted pursuant to such approval shall be carried out in consultation with the SHPO, the State Archaeologist, and the Grantee and in a manner to ensure that the appropriate amount of historic, scientific, archeological, and educational information be recovered and preserved in addition to the physical recovery of objects. Any such investigation shall be conducted under the immediate supervision of a qualified professional archeologist meeting or exceeding the *Secretary of the Interior's Standards for Archeology and Historic Preservation* and who is acceptable to the SHPO, the State Archaeologist, and the Grantee. Any such investigation shall conform to the *Secretary of the Interior's Standards for Archeology and Historic Preservation*. The use of metal detectors or other means to locate archeological remains for the purpose of unauthorized excavation or removal is prohibited. All archeological artifacts recovered from the Property shall be the property of Grantor for purposes of research, conservation, and display, in accordance with Tennessee Standards and Guidelines for Archaeological Resource Management Studies (Revised March 2009). Grantor may donate any or all artifacts to Grantee or, subject to the prior, written approval of Grantee and SHPO, to another educational or museum organization. Should the Grantor in possession of such artifacts cease to exist, or become, for any reason, unwilling to remain in possession of such artifacts or should the Grantee determine that the Grantor is using such artifacts for purposes other than research, conservation, and display, then possession shall become vested in the

Grantee and the Grantor or its successors shall immediately surrender control over all such artifacts to Grantee. Grantor shall take all reasonable precautions to protect archeological deposits, sites, or features on the Property, whether known or unknown as of the Effective Date, from looting, vandalism, erosion, mutilation, or destruction from any cause. Grantor shall notify Grantee as soon as practicable but within thirty (30) calendar days following discovery or knowledge of any looting, vandalism, erosion, mutilation, or destruction of archaeological deposits, sites, or features on the Property.

G. Trees and Vegetation. Management of trees and vegetation, including removal of timber consistent with established forestry practices, and removal of fallen trees, branches, or dead trees that pose a hazard to the permitted buildings and structures, on the Property shall be in accordance with sound arboreal, horticultural, and/or agricultural practices and in such a way that is consistent with the historic, archeological, open-space, and scenic character of the Property. If significant portions of forested land require conversion to open field, such as in the event of a natural disaster or other necessity, the Grantor must receive written approval from the Grantee indicating that the proposed removal and disposal of timber will not harm or destroy the battlefield's historic setting, nor any character defining landscape features, nor any archeologically significant deposits, sites, or features within the area to be cleared. Prior to clearing significant portions of forested land, a pre-harvest plan must be approved by the Grantee. Best Management Practices, as defined by the Tennessee Department of Agriculture, Division of Forestry, shall be used to control erosion and protect water quality when any timber harvest or land-clearing activity is undertaken. Likewise, if significant portions of the Property are to be converted from open space to forested cover with the goal of rehabilitating the landscape to its battlefield appearance based on historical documentation, the Grantor must provide a planting and maintenance plan and receive written approval from the Grantee. Rehabilitation activity will be done in accordance with the *Secretary of the Interior's Standards for the Treatment of Cultural Landscapes*.

6. Enforcement and Remedies. To accomplish the purposes of this Conservation Easement, Grantee may prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and require the restoration of affected areas or features of the Property to such other condition that complies with the terms of this Conservation Easement and is acceptable to Grantee.

- A. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including actions to recover any damages arising from non-compliance, and to enjoin non-compliance by *ex parte* temporary or permanent injunction and other relief. Grantor expressly waives any challenge to the jurisdiction of the State of Tennessee, should Grantee file suit to enforce the terms and conditions of this

Conservation Easement. Grantor also expressly accepts that Grantee can accomplish service of process of any legal action to enforce the terms of this by sending a copy of the complaint and the summons by certified mail, return receipt requested, to Grantor at the address provided herein or modified, with notice to Grantee. If the court determines that the Grantor failed to comply with this easement, the Grantor shall reimburse the Grantee any reasonable costs of enforcement, including the costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. The Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with this easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppels or laches with respect to any failure to act by the Grantee. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Property by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law would be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

- B. Pursuant to Section 6(f)(3) of the Land and Water Conservation Act (also 54 U.S.C. §§ 200301 - 200310 (2015) and 36 CFR 59.3), the above-described property shall not be converted; and, any related mitigation solution must be approved in writing by the Secretary of the Interior, acting through ABPP. In the event of a proposed conversion of the Property to a use other than those specified herein, the Grantor shall consult with the Grantee. If following that consultation, the Grantee determines that conversion is appropriate, the Grantor shall, in accordance with said Section 6(f)(3) of the Land and Water Conservation Act, propose in writing such conversion to the Secretary of the Interior, acting through ABPP. Any such proposal shall also include the proposed mitigation for the conversion. The proposal shall also include a letter from the Grantee setting out its opinion on the advisability of the proposed conversion and the adequacy of the proposed mitigation. The Secretary shall approve such conversion only if he or she finds it to be in accord with the American Battlefield Protection Program Authorization Act of 2009, 54 U.S.C. § 308103 (2016, as amended), and only upon such conditions as he or she deems necessary to assure the substitution of other appropriate properties of at least equal fair market value and of reasonably equivalent usefulness and location. In the event of a breach of Section 6(f)(3) of the Land and Water Conservation Fund Act, there shall be no remedy other than immediate compliance with Section 6(f)(3), nor may grant funds be repaid to nullify the conditions of Section 6(f)(3).

7. Right of Entry and Inspection. Grantee, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspecting the Conservation Easement area to determine whether the Grantor, Grantor's representatives, or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

8. Condemnation. Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to Grantee and the ABPP, and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the fair market value of the Grantee's, its successors and assigns, interest in the Property on the date of judgment or negotiated disposition. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Property, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantor's expenses from such transaction or proceeding. Neither shall any part of the Property be converted or diverted from preservation or open space without the permission of the Secretary of the Interior, acting through the ABPP [(54 U.S.C. § 308103 (2015) and 54 U.S.C. §§ 200301 - 200310 (2015)]. The requirements of (54 U.S.C. § 308103 (2015) and 54 U.S.C. §§ 200301 - 200310 (2015), as amended, shall survive any private actions or governmental proceedings with respect to the Property or this Conservation Easement.

9. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property caused from sources beyond the Grantor's control, including, without limitation, fire, flood, storm, earth movement, or any other acts of God, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to Property or harm to the Conservation Easement resulting from such causes.

10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

11. No Waiver. Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

12. Condition of Property. The parties acknowledge that the Property includes the improvements identified in Section 5 B, along with unimproved open space and wooded land and easements and rights of way of record.

13. Title. The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that there is legal access to the Property and that the Property is free and clear of any and all encumbrances, except easements of record, none of which would nullify, impair or limit in any way the terms or effect of this Conservation Easement; that Grantor shall defend its title against the claims of all persons whomsoever, and Grantor covenants that the Grantee, its successors and assigns, shall have the right to monitor and defend the terms of the aforesaid Conservation Easement.

14. Subsequent Transfers of the Fee. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof, to include the Conservation Easement area described herein, to notify Grantee in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time that the transfer is to be consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, or other legal instrument by which any interest or use in the Property is conveyed.

15. Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross, and assignable with the written permission of the ABPP. The Parties hereby covenant and agree that, in the event this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated thereunder and that the entity is organized or operated primarily for one of the preservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the preservation purposes that the contribution was originally intended to advance as set forth in the Recitals herein. Grantee, its successors or assigns, hereby covenant and agree to monitor and observe the Property in perpetuity for such purposes set forth by this Conservation Easement and to report to the Fund and the Grantee any observed violations on the Property.

16. Existing Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation to the Grantor as owner of the Property, which includes the Conservation Easement Area. Among other things, this shall apply to:

A. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any

taxes or assessments on its interest in the Property, the Grantor will reimburse the Grantee for the same.

B. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property. The Grantee shall have no obligation for the upkeep or maintenance of the Property.

17. Liability and Indemnification. To the extent authorized by law, Grantor shall indemnify Grantee for any damages Grantee suffers as a direct result of the Grantor's use of the Property, provided that this provision shall not be construed as a waiver of any immunities or tort liability limits that Grantor is entitled to under T.C.A. Sections 29-20-101 et seq. or other applicable law. Grantor shall maintain Grantee as an additional insured on Grantor's liability insurance policies covering the Property.

18. Enabling Statute. This Conservation Easement shall be construed to promote the purposes of the Tennessee enabling statute set forth in T.C.A. Sections 66-9-301, et seq. that authorizes the creation of Conservation Easements for purposes including those set forth in the Recitals herein, and the preservation purposes of this Conservation Easement.

19. Recording. Grantor shall record this instrument and any amendment hereto in timely fashion in the official records of Williamson County, Tennessee, and may re-record it at any time as may be required to preserve Grantee's rights.

20. Notices. All notices, requests or other communications permitted or required by this Conservation Easement shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. All such items shall be deemed given or made upon the date of receipt by the other party. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval and the reason therefore has been mailed to the party requesting consent.

21. Amendments. Grantor and Grantee are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement, except as provided for in Section 14.A. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Williamson County, Tennessee. Provided, however, that nothing in this Deed of Conservation Easement shall be interpreted to authorize the violation of Section 6(f)(3) of the Land and Water Conservation Fund Act, as amended (54 U.S.C. §§ 200301 - 200310 (2015)). Any request for the Grantee's approval to convert the property to other than conservation, preservation and open space use shall also be subject to written approval by the Secretary of the Interior, acting through the ABPP, which written approval is separate and apart from any action or failure to act by the Grantee. The Secretary, acting through the ABPP, shall approve in writing such conversion only upon such conditions as he or she deems

necessary to assure the substitution of other properties of at least equal fair market value and of reasonably equivalent usefulness and location.

22. Environmental Condition of Property. The Grantor warrants, represents and covenants to the Grantee that to the best of its knowledge after appropriate inquiry and investigation that: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, and (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, and that there is no environmental condition existing on the Property that may prohibit or impede use of the Property for the purposes set forth in this Conservation Easement and the Grantor will not allow such uses or conditions.

23. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

24. Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State of Tennessee, and any ambiguities herein shall be resolved so as to give maximum effect to the preservation purposes sought to be protected herein.

25. Parties. Every provision of this Conservation Easement that applies to the Grantor, the Grantee, to the Secretary of the U. S. Department of the Interior, acting through the ABPP, or the ABPP shall likewise apply to their respective heirs, executors, administrators, assigns, and grantees, and all other successors in interest herein.

26. Subsequent Liens. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantors to use this Property for collateral for borrowing purposes, provided that any mortgage or lien arising there from shall be subordinated to this Conservation Easement.

27. Public Access. The parties hereby acknowledge that the Property is visible from a public right-of-way and that members of the general public may view the Property from said right-of-way. Grantor shall make the Property accessible to the public on a minimum of one (1) day per year. This requirement may be fulfilled through a battlefield tour or similar event that is open to the general public. Grantor may have a representative present during such public access, and access may be subject to reasonable restrictions to provide for the security of the Property and safety of the visitors. At other reasonable times, upon request of Grantee made with reasonable notice to Grantor, persons affiliated with educational organizations, professional associations, and historical societies shall be admitted to study the Property at a date and time convenient to Grantor.

TO HAVE AND TO HOLD unto the State of Tennessee, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer and its seal to be hereunto affixed by authority of its Board of Trustees, the day and year first above written.

GRANTOR:

TOWN OF THOMPSON'S STATION, TENENSSEE

By: _____
Name: Corey Napier
Title: Mayor

**GRANTEE:
STATE OF TENNESSEE**

TENNESSEE HISTORICAL COMMISSION

E. Patrick McIntyre, Executive Director

TENNESSEE DEPARTMENT OF GENERAL SERVICES

Bob Oglesby, Commissioner

Acknowledgments

I, _____, a Notary Public of _____, certify that Corey Napier, as Mayor of the Town of Thompson’s Station, Tennessee, a municipality of the State of Tennessee, the Grantor, personally appeared before me this day and signed of the foregoing instrument for the purposes contained herein as Mayor.

Witness my hand and official stamp or seal, this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

[Notarial Seal]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, E. Patrick McIntyre, Jr., Executive Director of the Tennessee Historical Commission, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Executive Director of the Tennessee Historical Commission, and that he as Executive Director, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Tennessee Historical Commission by himself as Executive Director.

Witness my hand and seal at office, the _____ day of _____, 2018.

Notary Public

My Commission expires: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, Bob Oglesby, Commissioner of the Department of General Services for the State of Tennessee, with whom I am personally acquainted and who, upon oath, acknowledged that he is the Commissioner of the Department of General Services for the State of Tennessee, and that he as Commissioner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the State of Tennessee by himself as Commissioner.

Witness my hand and seal at office, the ____ day of _____, 2018.

Notary Public

My Commission expires: _____

Exhibit A

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



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

DATE: June 6, 2018
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: TA Report 06/12/2018

Critz Lane Re-alignment Post Mortem:

The post mortem write-up is attached to this report.

Wastewater Policy:

I have not completed the wastewater allocation policy that was discussed at the last Board meeting. I will continue working on the draft and will forward it to the BOMA once it is complete.

Municipal Technical Advisory Service:

As discussed at our special session on May 31, the Municipal Technical Advisory Service has agreed to assist the Town in the hiring of the next town administrator. Gary Jaeckel is the management consultant that has been assigned to assist the Town with the hiring process. Gary is also out of the Nashville office and has been with MTAS since 1999.

We will need to finalize the town administrator profile along with the basics of the ad so we can begin advertising the position. I have received no requested amendments since our meeting on May 31. We can discuss any changes that members may want at the BOMA meeting.

Phone: (615) 794-4333
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1550 Thompson's Station Road W.
P.O. Box 100
Thompson's Station, TN 37179

M EMO
DATE: June 6, 2018
FROM: Joe Cosentini, Town Administrator
SUBJECT: Critz Lane Project Evaluation

Introduction:

The Critz Lane Realignment Project was first envisioned as a portion of the larger Critz Lane redesign developed by the Town in 2007 (Collier Plans). In or around 2015, it was established as a stand-alone project that was set as a high priority in the Town's Capital Improvements Plan. The goal of the project was to remove a 90-degree bend in the roadway and to create a better intersection at Columbia Pike with signalization.

Pre – Project:

Planning for the realignment had to be coordinated with TDOT as they were beginning their preparations for the completion of the Mars SIA project that would include a widening of Columbia Pike. Plans for the SIA were finalized in March/April 2016 with project award in August. With the SIA plans finalized, the Town could begin working back from the new intersection point and update the realignment plans from 2007. Property acquisition would be necessary and appraisals of affected properties were ordered in July 2016.

Appraisals for the Hill and Ferrari parcels were completed in October, 2016 and the Town had received a preliminary set of project plans showing alignment and grading. Authorization for property acquisition was given by BOMA in November 2016 with initial contact with property owners occurring in December. The Town filed condemnation proceedings on the Hill property in January 2017, with consent of the owners, and staff continued discussions with the Ferrari family to work through adjacent property owner access and purchase price.

The Town received the final plans for the realignment March 31, 2017. Bid documents were prepared and released in May with two follow-up addendums based on feedback from potential bidders. Bids were received in June with BOMA approval of the low bidder on June 29, 2017. Bidders included a per cubic yard cost of unsuitable material excavation as it was unclear how much unsuitable material would be encountered during the project. Estimated start date at approval was July 31 with a completion date of November 15th. In addition, staff continued negotiations with the Ferrari family on right-of-way acquisition, but was granted an access agreement in July so the project could proceed.

Project:

Parchman Construction began mobilization in early August with preliminary site prep, clearing, and surveying. Full mobilization with earthmoving equipment began mid/late August. After several weeks of grading, the specific remediation of unsuitable materials could be made with more specificity. Parchman proposed the unsuitable soil be removed at a minimum depth of three feet with a geotextile fabric placed on grade and back filled with surge stone in order to provide a solid base for the sub-grade of the new roadway. The remediation was reviewed and approved by the Town's third party geotechnical engineer in late September and Parchman began remediation in October.

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The Town was contacted by HB&TS, local water provider, in October regarding an issue with fire flow to the Canterbury subdivision. HB&TS had been working with the Town on the project as a new upgraded water line was being installed in coordination with the new roadway. Discussions were held to ensure water service would be maintained to Canterbury prior to the start of construction. However, fire flow amounts were not. Construction of the new roadway had reached a point where the old water line was about to be shut off and removed. HB&TS could continue to provide water service through a secondary line that served the Critz Lane area from the Lewisburg Pike. It was determined that fire flow would drop from a recommended 1500 gallons per minute to between 700-800 gallons per minute. Work on the roadway was stopped until a solution could be determined.

HB&TS found a route for the establishment of a temporary water line to be installed that could work to maintain fire flow with the old line being removed. Parchman submitted a cost estimate with associated change order to the Town that was approved at the November 2017 BOMA meeting. Undercut/remediation work resumed, but the delay pushed project completion past the point where the asphalt plants would continue making new asphalt. Road work stopped at a point where the existing roadway could remain open through the winter and until the asphalt plants reopened.

In January 2018, Parchman would submit a revised schedule for completion that called for a 30-day closure of Critz Lane beginning March 1. This schedule anticipated the asphalt plants reopening on March 15. Work restarted based on this schedule and Critz Lane was closed on March 5 to all through traffic. Once excavation restarted it was clear that the overly wet February had turned the known unsuitable material into a muddy soup making removal slow and difficult. The closure was extended from 30 days to nearly 60.

Roadway subgrade, binder course, and surface course was installed without issue once the remediation work was completed. Critz Lane reopened on April 29th.

Project Lessons:

- **Engineering.** Prior to future roadway projects, the Town should invest in additional geotechnical engineering to gain a better understanding of existing conditions. Knowing specifics of the subgrade could have allowed the project to move faster especially in the early stages.
- **Utility coordination.** More effort should have been made to determine impact to affected utilities in the area. Additional meetings with HB&TS may have uncovered the fire flow problem before the project began.
- **Scheduling.** Any paving project that is scheduled to be completed near the end of the calendar year runs the risk of being delayed. Future paving should be scheduled for the summer months. Similarly, excavation timelines that are scheduled for the Spring should be doubled in order to factor in weather delays.



**Town of Thompson's Station
Cash Balance Report
As of May 31, 2018**

	April 2018	May 2018
General Fund:		
Checking Account	99,480	99,466
Money Market Investment Accounts	5,483,902	5,246,407
Total General Fund Cash	5,583,382	5,345,873
Less: Developer Cash Bonds Held	(169,300)	(169,300)
Less: County Mixed Drink Tax Payable	(1,027)	(1,256)
Less: Debt Principal and Interest Payments Due within 12 Months	(311,944)	(311,944)
Less: Hall Tax Refund Owed to State	(243,653)	(240,153)
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(301,264)	(306,528)
Less: Capital Projects (Project Budget)		
New Town Hall Construction Docs (75,600)	(29,620)	(29,620)
Critz Lane Realignment Construction (1,400,000+200,000+136,329)	(297,100)	-
Critz Lane Redesign (596,000)	(134,665)	(119,065)
Clayton Arnold / T. S. Rd E Intersection (38,750)	(400)	-
Parks (265,000)	(107,453)	(107,453)
Cash Available - General Fund	3,986,955	4,060,554
Wastewater Fund:		
Checking Account	121,287	81,836
Money Market Investment Accounts	3,523,339	3,624,699
Total Wastewater Fund Cash	3,644,626	3,706,535
Less: Lagoon Clean Out (Professional Fees) (419,580+236,700)	(120,206)	(120,206)
Less: Debt Principal and Interest Payments Due within 12 Months	(123,701)	(123,475)
Less: Hood Development Prepaid System Dev. And Access Fees	(1,116,000)	(1,116,000)
Cash Available - Wastewater Fund	2,284,718	2,346,855
Total Cash Available	6,271,673	6,407,408



**Town of Thompson's Station
General Fund Revenue Analysis
As of May 31, 2018**

**Year to Date
Budget versus Actual**

	April 2018	May 2018	Revised Budget (A)	% of Budget	Comment
General Government Revenues:					
31111 Real Property Tax Revenue	266,673	268,828	270,000	100%	
31310 Interest & Penalty Revenue	285	344	-		
31610 Local Sales Tax - Trustee	767,947	846,702	900,000	94%	
31710 Wholesale Beer Tax	79,885	87,554	95,000	92%	
31720 Wholesale Liquor Tax	12,276	13,318	15,000	89%	
31810 Adequate School Facilities Tax	59,640	64,904	70,000	93%	
31900 CATV Franchise Fee Income	21,378	28,641	25,000	115%	
32000 Beer Permits	600	600	600	100%	
32200 Building Permits	369,104	398,439	400,000	100%	
32230 Submittal & Review Fees	28,525	36,768	30,000	123%	
32245 Miscellaneous Fees	1,355	1,365	2,000	68%	
32260 Business Tax Revenue	18,087	55,258	75,000	74%	
33320 TVA Payments in Lieu of Taxes	40,193	40,193	50,000	80%	
33510 Local Sales Tax - State	300,988	336,995	350,000	96%	
33530 State Beer Tax	2,205	2,205	2,000	110%	
33535 Mixed Drink Tax	9,622	10,877	12,000	91%	
33552 State Streets & Trans. Revenue	7,249	8,043	8,000	101%	
33553 SSA - Motor Fuel Tax	68,330	76,060	80,000	95%	
33554 SSA - 1989 Gas Tax	10,911	12,123	12,000	101%	
33555 SSA - 3 Cent Gas Tax	20,222	22,467	20,000	112%	
33556 SSA - 2017 Gas Tax	17,333	19,630	20,000	98%	
36120 Interest Earned - Invest. Accts	21,167	23,672	25,000	95%	
37746 Parks Revenue	21,964	24,943	25,000	100%	
37747 Parks Deposit Return	(3,700)	(5,000)	(5,000)	100%	
37990 Other Revenue	8,675	9,500	10,000	95%	
Total general government revenue	2,150,913	2,384,427	2,491,600		
Non-Operating Income:					
32300 Impact Fees	553,399	592,965	550,000	108%	
38000 Transfer from Reserves	998,999	1,259,282	2,830,231		
39995 Capital Outlay Note Proceeds	1,550,000	1,550,000	1,550,000		
Total non-operating revenue	3,102,398	3,402,247	4,930,231		
Total revenue	5,253,311	5,786,674	7,421,831		

Note: A. Second reading June 12, 2018



Town of Thompson's Station
General Fund Revenue Analysis
As of May 31, 2018

Month to Month
Trend Analysis

	April 2018	May 2018	Current Change	Comment
General Government Revenues:				
31111 Real Property Tax Revenue	33,820	2,155	(31,665)	
31310 Interest & Penalty Revenue	58	59	1	
31610 Local Sales Tax - Trustee	60,331	78,755	18,424	
31710 Wholesale Beer Tax	7,464	7,669	206	
31720 Wholesale Liquor Tax	1,057	1,042	(15)	
31810 Adequate School Facilities Tax	6,799	5,264	(1,534)	
31900 CATV Franchise Fee Income	-	7,263	7,263	
32000 Beer Permits	-	-	-	
32200 Building Permits	42,005	29,336	(12,669)	
32230 Submittal & Review Fees	4,422	8,243	3,820	
32242 Miscellaneous Fees	20	10	(10)	
32260 Business Tax Revenue	2,753	37,170	34,417	
33320 TVA Payments in Lieu of Taxes	13,398	-	(13,398)	Payment received quarterly
33510 Local Sales Tax - State	29,971	36,007	6,036	
33520 State Income Tax	-	-	-	
33530 State Beer Tax	1,012	-	(1,012)	
33535 Mixed Drink Tax	1,027	1,256	228	
33552 State Streets & Trans. Revenue	793	793	-	
33553 SSA - Motor Fuel Tax	6,432	7,730	1,298	
33554 SSA - 1989 Gas Tax	1,008	1,212	204	
33555 SSA - 3 Cent Gas Tax	1,867	2,245	378	
33556 SSA - 2017 Gas Tax	1,912	2,297	386	
36120 Interest Earned - Invest. Accts	2,297	2,505	208	
37746 Parks Revenue	1,658	2,980	1,322	
37747 Parks Deposit Return	(500)	(1,300)	(800)	
37990 Other Revenue	885	825	(60)	
Total general government revenue	220,487	233,515	13,028	
Non-Operating Income:				
32300 Impact Fees	65,477	39,566	(25,911)	
38000 Transfer from Reserves	(84,483)	260,283	344,766	
39995 Capital Outlay Note Proceeds	-	-	-	
Total non-operating revenue	(19,006)	299,849	318,855	
Total revenue	201,481	533,364	331,883	



**Town of Thompson's Station
General Fund Expenditure Analysis
As of May 31, 2018**

**Year to Date
Actual versus Budget**

	April 2018	May 2018	Revised Budget (A)	% of Budget	Comment
General Government Expenditures:					
41110 Salaries	470,074	509,501	586,000	87%	
41141 FICA	29,048	31,486	38,250	82%	
41142 Medicare	6,794	7,364	8,500	87%	
41147 SUTA	1,894	1,894	4,000	47%	
41161 General Expenses	277	277	1,000	28%	
41211 Postage	666	723	1,000	72%	
41221 Printing, Forms & Photocopy	4,662	5,415	10,000	54%	
41231 Legal Notices	1,765	1,989	3,000	66%	
41235 Memberships & Subscriptions	3,741	4,066	4,000	102%	
41241 Utilities - Electricity	9,449	10,361	12,000	86%	
41242 Utilities - Water	1,845	2,011	2,500	80%	
41244 Utilities - Gas	1,472	1,601	2,000	80%	
41245 Telecommunications Expense	4,048	4,458	7,000	64%	
41252 Prof. Fees - Legal Fees	124,673	128,301	150,000	86%	
41253 Prof. Fees - Auditor	15,740	15,740	16,000	98%	
41254 Prof. Fees - Consulting Engineers	30,199	37,155	45,000	83%	
41259 Prof. Fees - Other	24,567	24,567	25,000	98%	
41264 Repairs & Maintenance - Vehicles	1,966	2,030	10,000	20%	
41265 Parks & Recreation Expense	36,226	36,855	50,000	74%	
41266 Repairs & Maintenance - Buildings	11,669	14,727	20,000	74%	
41268 Repairs & Maintenance - Roads	70,475	73,965	1,053,850	7%	
41269 SSA - Street Repair Expense	-	-	125,000	0%	
41270 Vehicle Fuel & Oil	9,587	10,862	15,000	72%	
41280 Travel	-	1,296	2,500	52%	
41285 Continuing Education	1,816	2,486	5,500	45%	
41289 Retirement	22,861	25,273	28,000	90%	
41291 Animal Control Services	3,919	3,919	4,000	98%	
41300 Economic Development	7,390	7,390	7,500	99%	
41311 Office Expense	14,548	15,292	25,000	61%	
41511 Insurance - Property	3,518	3,518	3,600	98%	
41512 Insurance - Workers Comp.	7,229	7,229	7,500	96%	
41513 Insurance - Liability	5,227	5,227	5,300	99%	
41514 Insurance - Medical	75,976	83,972	90,000	93%	
41515 Insurance - Auto	2,061	2,061	2,100	98%	
41516 Insurance - E & O	10,963	10,963	11,000	100%	
41551 Trustee Commission	5,905	5,950	7,000	85%	
41691 Bank Charges	10	10	500	2%	
41800 Emergency Services	68,041	68,041	93,000	73%	
41899 Other Expenses	5,039	5,104	10,000	51%	
Total general government expenditures	1,095,337	1,173,079	2,491,600		
General government change in net position	1,055,576	1,211,348	-		
Non-Operating Expenditures:					
41940 Capital Projects	1,332,875	1,788,997	2,000,000	89%	
41943 Acquisition of Public Use Prop.	2,633,226	2,633,226	2,640,000		
41944 Capital Projects - Parks	55,222	54,722	153,231	36%	
48000 Transfer to Reserves	-	-	-	0%	
49030 Capital Outlay Note Payment	136,650	136,650	137,000	100%	
Total non-operating expenditures	4,157,974	4,613,595	4,930,231		
Non-operating change in net position	(1,055,576)	(1,211,348)	-		
Total expenditures	5,253,311	5,786,674	7,421,831		
Change in Net Position	(0)	0	-		

Note: A. Second reading June 12, 2018



Town of Thompson's Station
General Fund Expenditure Analysis
As of May 31, 2018

Month to Month
Trend Analysis

	April 2018	May 2018	Current Change	Comment
General Government Expenditures:				
41110 Salaries	48,065	39,427	(8,638)	
41141 FICA	2,969	2,439	(530)	
41142 Medicare	694	570	(124)	
41147 SUTA	169	-	(169)	
41161 General Expenses	-	-	-	
41211 Postage	184	58	(127)	
41221 Printing, Forms & Photocopy	378	753	375	
41231 Legal Notices	216	224	9	
41235 Memberships & Subscriptions	21	325	304	
41241 Utilities - Electricity	1,417	912	(505)	
41242 Utilities - Water	526	166	(360)	
41244 Utilities - Gas	161	129	(32)	
41245 Telecommunications Expense	410	410	0	
41252 Prof. Fees - Legal Fees	5,440	3,628	(1,812)	
41253 Prof. Fees - Auditor	-	-	-	
41254 Prof. Fees - Consulting Engineers	4,570	6,956	2,386	
41259 Prof. Fees - Other	92	-	(92)	
41264 Repairs & Maintenance - Vehicles	37	64	28	
41265 Parks & Recreation Expense	1,204	630	(574)	
41266 Repairs & Maintenance - Buildings	2,102	3,058	956	
41268 Repairs & Maintenance - Roads	2,512	3,490	978	
41269 SSA - Street Repair Expense	-	-	-	
41270 Vehicle Fuel & Oil	1,065	1,274	210	
41280 Travel	-	1,296	1,296	GFOA Conference (Tammy)
41285 Continuing Education	150	670	520	
41289 Retirement	1,974	2,412	438	
41291 Animal Control Services	-	-	-	
41300 Economic Development	-	-	-	
41311 Office Expense	950	744	(206)	
41511 Insurance - Property	-	-	-	
41512 Insurance - Workers Comp.	-	-	-	
41513 Insurance - Liability	-	-	-	
41514 Insurance - Medical	7,996	7,996	-	
41515 Insurance - Auto	-	-	-	
41516 Insurance - E & O	-	-	-	
41551 Trustee Commission	678	44	(633)	
41691 Bank Charges	-	-	-	
41800 Emergency Services	-	-	-	
41899 Other Expenses	4,659	65	(4,594)	International Code Council Books in April
Total general government expenditures	<u>88,640</u>	<u>77,742</u>	<u>(10,897)</u>	
Non-Operating Expenditures:				
41940 Capital Projects	112,841	456,122	343,281	Critz Lane Realignment / Redesign
41943 Acquisition of Public Use Prop.	-	-	-	
41944 Capital Projects - Parks	-	(500)	(500)	
48000 Transfer to Reserves	-	-	-	
49030 Capital Outlay Note Payment	-	-	-	
Total non-operating expenditures	<u>112,841</u>	<u>455,622</u>	<u>342,781</u>	
Total expenditures	<u>201,481</u>	<u>533,364</u>	<u>331,883</u>	



Town of Thompson's Station
General Fund Capital Expenditures Report
Fiscal Year to Date as of May 31, 2018

Capital Projects - General Fund		YTD 2018	Current Budget
a	New Town Hall Design	0	0
a	New Town Hall Construction Documents	16,200	45,820
a	New Town Hall Construction	0	600,000
a	Critz Lane Realignment Construction	1,417,522	1,274,100
a	Critz Lane Redesign	338,675	457,740
a	Clayton Arnold / TS Road E. Intersection	16,600	17,000
a	Critz Lane Improvements	0	1,000,000
b	Grant Projects	0	0
b	Land Purchase	2,633,226	0
d	Parks	54,722	153,231
Total Capital Improvements		4,476,945	3,547,891

Capital Projects - General Fund	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	YTD Total
a New Town Hall Design													-
a New Town Hall Construction Documents			4,200	2,000	10,000								16,200
a New Town Hall Construction													-
a Critz Lane Realignment Construction	250		22,700		278,430	1,541	123,189	457,422	1,047	92,421	440,522		1,417,522
a Critz Lane Redesign		67,200	44,800	44,800	71,420	22,400	22,400	13,440	18,695	17,920	15,600		338,675
a Clayton Arnold / TS Road E. Intersection											2,500		16,600
a Critz Lane Improvements													-
b Grant Projects													-
c Land Purchase - Encompass								2,633,226					2,633,226
d Parks			9,000	20,950			13,802		11,470		(500)		54,722
Total Capital Improvements	250	67,200	80,700	67,750	373,950	23,941	159,391	3,104,088	31,212	112,841	455,622	-	4,476,945

Note: Capital Projects are accounted for in the following General Ledger accounts.

- a 41940 Capital Projects
- b 41942 Capital Projects - Grants
- c 41943 Acquisition of Public Use Prop.
- d 41944 Capital Projects - Parks



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of May 31, 2018

Year to Date
Actual versus Budget

	April 2018	May 2018	Revised Budget (A)	% of Budget	Comment
Revenues:					
3100 Wastewater Treatment Fees	782,500	864,858	925,000	93%	
3101 Septage Disposal Fees	7,400	8,050	10,000	81%	
3105 Late Payment Penalty	12,085	13,226	-		
3109 Uncollectible Accounts	-	-	(5,000)		
3500 Other Income	26,032	26,032	26,000		
4009 Returned Check Charges	-	-	-		
Total revenues	828,017	912,167	956,000		
Operating Expenses:					
Supply and Operations:					
4010 Payroll Expense	97,895	106,712	125,000	85%	
4210 Permits & Fees Expense	4,021	4,021	5,000	80%	
4220 Laboratory Water Testing	1,474	1,987	2,500	79%	
4230 Supplies Expense	2,448	2,448	5,000	49%	
4240 Repairs & Maint. Expense	53,966	55,878	70,000	80%	
4250 Postage, Freight & Express Chgs	5,299	5,838	7,000	83%	
4280 Billing Charges	8,808	10,249	12,000	85%	
4310 Utilities - Electric	67,854	74,710	85,000	88%	
4320 Utilities - Water	2,408	2,619	4,000	65%	
4350 Telecommunications	-	-	-	0%	
4390 Insurance Expense	20,642	20,642	21,000	98%	
4395 Insurance - Employee Medical	11,362	12,183	15,000	81%	
4400 Prof. Fees-Consulting Engineers	-	4,675	30,000	16%	
4420 Prof. Fees - Auditor	580	580	750	77%	
4490 Prof. Fees - Other	116,494	116,494	236,700	49%	
4710 Payroll Taxes - FICA	6,053	6,599	7,500	88%	
4720 Payroll Taxes - Medicare	1,416	1,543	2,200	70%	
4730 Payroll Taxes - SUTA	297	297	500	59%	
4789 Employee Retirement Expense	4,847	5,287	6,500	81%	
4800 Bank Charges	120	140	500	28%	
4900 Other Expense	153	153	1,000	15%	
Total supply and operations	406,138	433,055	637,150		
Depreciation					
4990 Depreciation Expense	296,909	326,599	360,000	91%	
Total operating expenses	703,047	759,654	997,150		
Operating result	124,971	152,513	(41,150)		
Non-Operating Income (Expense):					
3300 Tap Fees	471,136	503,762	550,000	92%	
3902 Interest Income - Invest Accts	8,447	9,807	10,000	98%	
4100 Capital Expenditures	(481,450)	(481,450)	(482,000)	100%	
4994 Interest Expense	(12,720)	(13,871)	(15,000)	92%	
Total non-operating income	(14,588)	18,247	63,000		
Change in Net Position	110,383	170,761	21,850		

Note: A. Second reading June 12, 2018



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of May 31, 2018

Month to Month
Trend Analysis

	<u>April 2018</u>	<u>May 2018</u>	<u>Current Change</u>	<u>Comment</u>
Revenues:				
3100 Wastewater Treatment Fees	83,973	82,358	(1,615)	Apr = 35 day cycle; May = 30 day cycle
3101 Septage Disposal Fees	900	650	(250)	
3105 Late Payment Penalty	1,436	1,141	(295)	
3109 Uncollectible Accounts	-	-	-	
3500 Other Income	24,180	-	(24,180)	TDOT reimbursement for SIA project
4009 Returned Check Charges	-	-	-	
Total revenues	110,489	84,149	(26,339)	
Operating Expenses:				
Supply and Operations:				
4010 Payroll Expense	8,818	8,818	0	
4210 Permits & Fees Expense	-	-	-	
4220 Laboratory Water Testing	(150)	513	663	
4230 Supplies Expense	-	-	-	
4240 Repairs & Maint. Expense	337	1,911	1,574	
4250 Postage, Freight & Express Chgs	565	539	(26)	
4280 Billing Charges	402	1,441	1,039	
4310 Utilities - Electric	7,784	6,856	(928)	
4320 Utilities - Water	245	210	(34)	
4390 Insurance Expense	-	-	-	
4395 Insurance - Employee Medical	821	821	-	
4400 Prof. Fees-Consulting Engineers	-	4,675	4,675	Wastewater Master Plan
4420 Prof. Fees - Auditor	-	-	-	
4490 Prof. Fees - Other	-	-	-	
4710 Payroll Taxes - FICA	545	545	(0)	
4720 Payroll Taxes - Medicare	128	128	-	
4730 Payroll Taxes - SUTA	-	-	-	
4789 Employee Retirement Expense	440	440	0	
4800 Bank Charges	20	20	-	
4900 Other Expense	-	-	-	
Total supply and operations	19,954	26,917	6,963	
Depreciation				
4990 Depreciation Expense	63,197	29,690	(33,507)	FY catch up for audit adjustment
Total operating expenses	83,151	56,607	(26,544)	
Operating result	27,338	27,543	205	
Non-Operating Income (Expense):				
3300 Tap Fees	50,000	32,626	(17,374)	
3902 Interest Income - Invest Accts	1,193	1,360	167	
4100 Capital Expenditures	-	-	-	
4994 Interest Expense	(1,207)	(1,151)	56	
Total non-operating income	49,986	32,835	(17,151)	
Change in Net Position	77,323	60,378	(16,946)	