

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Meeting Agenda  
June 13, 2017**

**Meeting Called To Order**

**Pledge Of Allegiance**

**Minutes-**

**Consideration Of The Minutes Of The April 11, 2017 Meeting And The May 9th, 2017 Meeting**

Documents:

[SHEPARD DILKS APRIL MIN.PDF](#)  
[05092017 MINUTES.PDF](#)

**Public Comments-**

**Unfinished Business:**

**1. Second Reading And Public Hearing Of Ordinance 2017-007**

An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend sections 1.3, 3.8.1, 3.9.20 and tables 4.10 and 4.11 of the Land Development Ordinance

Documents:

[ORD 2017-007 MEMO 2ND READING LDO AMEND.PDF](#)  
[ORDINANCE 2017-007 LDO AMEND.PDF](#)

**2. Second Reading And Public Hearing Of Ordinance 2017-008**

An Ordinance of the Town of Thompson's Station, Tennessee Amending Ordinance 2016-007 which amends the annual budget for the fiscal year beginning July 1, 2016 and ending June 20, 2017.

Documents:

[2017-008 FY17 BUDGET ORD REVISION - FOR SECOND READING.PDF](#)

**3. Second Reading And Public Hearing Of Ordinance 2017-009**

An Ordinance of the Town of Thompson's Station, Tennessee adopting the Annual Budget and Tax Rate for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018

Documents:

[2017-009 FY18 BUDGET ORD - FOR SECOND READING.PDF](#)

**4. Resolution 2017-006**

A Resolution of the Town of Thompson's Station, Tennessee to approve a Subdivision Development Agreement with MBSC for Phase 16 of Tollgate Village and Authorize the Mayor to execute said agreement

Documents:

[RESOLUTION 2017-006 PHASE 16 TV DEV AGR.PDF](#)  
[TOLLGATE VILLAGE PHASE 16 DA.PDF](#)

**5. Resolution 2017-007**

A Resolution of the Town of Thompson's Station, Tennessee to approve a Subdivision Development Agreement with MBSC for Phase 17 of Tollgate Village and Authorize the Mayor to execute said agreement

Documents:

[RESOLUTION 2017-007 PHASE 17 TV DEV AGR.PDF](#)  
[TOLLGATE VILLAGE PHASE 17 DA.PDF](#)  
[TOLLGATE PHASING PLAN.PDF](#)

**New Business:**

**1. Request For Dedication Of Infrastructure - Bridgemore 2B And 2C**

Documents:

[BRIDGEMORE PHASE 2B AND 2C DEDICATION.PDF](#)  
[BRIDGEMORE PHASING PLAN.JPG](#)

**2. Request For Dedication Of Infrastructure - Tollgate 1-13**

Documents:

[TOLLGATE PHASE 1-13 DEDICATION.PDF](#)  
[TOLLGATE PHASING PLAN.PDF](#)

**3. Wastewater Request - Canterbury**

Documents:

[REQUEST FOR TAP TRANSFER.DOCX.PDF](#)  
[TAP TRANSFER MEMO.PDF](#)  
[AERIAL MAP CANTERBURY FULL SITE- BOMA.PDF](#)  
[HOOD DEV. ALLOCATION AGREEMENT.PDF](#)

**4. Resolution 2017-010**

A Resolution to authorize an Agreement with Tennessee Valley Paving Co., Inc. for the paving of Pantall Road

Documents:

[RESOLUTION 2017-010 PANTALL PAVING.PDF](#)  
[TN VALLEY PAVING BID.PDF](#)

**5. Employee Retirement Renewal**

Documents:

[EMPLOYEE RETIREMENT MEMO.PDF](#)

**6. Resolution 2017-011**

A Resolution of the Town of Thompson's Station adopting an Internal Financial Controls Policy

Documents:

[RESOLUTION 2017-011 INTERNAL CONTROL MANUAL.PDF](#)  
[RESOLUTION 2017-011 INTERNAL FINANCIAL CONTROLS POLICY.PDF](#)

**Announcements/Agenda Requests**

**Adjourn**

**Information Only:**

**Town Administrator Report**

Documents:

[TA REPORT 06132017.PDF](#)  
[TA REPORT EX A.PDF](#)  
[TA REPORT EX B.PDF](#)  
[TA REPORT EX C CMA SR6.PDF](#)

**Finance Report**

Documents:

[2017 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  
April 11, 2017

**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, April 11, 2017 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brian Stover; Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brandon Bell; Town Administrator Joe Cosentini; Town Finance Director Tammy Womack; Town Planner, Wendy Deats; Town Attorney Todd Moore and Town Clerk Jennifer Jones.

**Pledge of Allegiance.**

**Consideration of Minutes.** The minutes of the March 09, 2017 Special Meeting were submitted.

Alderman Dilks then read the following prepared statement related to the March 9<sup>th</sup> 2017 Special Meeting:

The meeting minutes from the March 9, 2017 special meeting of the BOMA make reference to the settlement in my lawsuit against the Town for its unconstitutional enforcement of the sign regulations during the last election. I want to express how unfortunate it is that the taxpayers have to foot the bill for the poor judgement of Mayor Napier, a few other Town officials, and their friends. The settlement amount covers nothing more than my attorney's fees and the \$100 that Alderman Stover and I were forced to pay the Town to prevent them from violating our 1<sup>st</sup> amendment rights and confiscating our campaign signs. Had the Mayor and his friends been successful in their bid to try to fine me and Brian upwards of \$60,000 each, the verdict likely would have been far more expensive for the Town. Make no mistake, those pushing enforcement of this unconstitutional ordinance were clearly in the wrong, and worse, the evidence seems to indicate that they knew it but didn't care. It was not my desire to file a lawsuit, but it came down to a choice between fighting back against abusive government officials that refused to listen to reason or put myself, my family, and my neighbors at risk for harsh financial penalties. With that in mind, I hope you understand the choice I made. The public has a right to be outraged, but now knows where the blame lies. Mayor Napier has steadfastly refused to issue an apology to me, Brian or our Canterbury supporters. Perhaps he will issue one to the taxpayers.

**Alderman Bell made a motion to accept the minutes of the March 9, 2017 Special Meeting as submitted. The motion was seconded and carried unanimously.**

The minutes of the March 14, 2017 Regular Meeting were submitted.

**Alderman Bell made a motion to accept the minutes of the March 14, 2017 Regular Meeting with amendments. The motion was seconded and carried unanimously.**

**Public Comments:**

Brad Wilson – 3064 Americus Dr. – Thanked the Board of Mayor and Aldermen for their service. Commended Mr. Cosentini on a job well done as Town Administrator.

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March 14, 2017

Drew Hendry – 3809 Robbins Nest Ct. – Would like the Board of Mayor and Aldermen to accept the roads in Bridgemore Village.

Lee LaGraize – 3612 Lime Valley Bridge Rd – Supports the Bridgemore Village road acceptance.

**BOMA Report –**

Alderman Dilks discussed requested information on the following items:

- The process of building permit procedures. Mr. Cosentini stated that there was a process in place for monitoring the permits and ensuring that all necessary inspections are completed.
- The second pool amenity at Bridgemore Village and that the Developer offered \$100,000 additional cash to Bridgemore residents to upgrade the new pool amenity, contingent in exchange for their help in getting upon the Planning Commission and Board Of Mayor and Alderman (BOMA) providing approvals of plats, developer agreements, and requests to assume financial responsibility for infrastructure maintenance from the Planning Commission and BOMA. additional monies to fund it.
- The re-stripping of Critz Lane and Clayton Arnold. Mr. Cosentini stated that this is on the schedule and should be completed in the near future. but did not say when the work would start or be completed.
- Capital Improvements.
- Why Town Staff would allow give one Developer special treatment on multiple occasions by allowing material to be submitted to the Planning Commission “at the last second” and well beyond submittal deadlines that (1) was not in the packets provided to the commissioners and (2) was not published on the web site for public viewing and (3) resulted in Town Staff changing its recommendation from “deny” to “approve with contingencies.” Town Staff provided no response. The ability to make and enforce rules to prevent information being submitted last minute to Planning Commission.
- That he had “no confidence” in the Town Engineer who reviewed the most recent Ragan-Smith traffic study for Tollgate Village, Jeff Hammond who works for a Nashville based company called RPM, because Mr. Hammond, based solely on Town Staff assurance that TDOT engineers approved a temporary Right In Right Out only solution, failed to stand by his written findings that “it is not recommended to plan for a restricted movement ... only to switch to full access once the road is widened” and the Right-In Right Out only secondary access road was “never explained” and “undesirable” and a full left and right turn secondary access road should be paid for by the Developer “if not already done by TDOT.” Alderman Shepard also expressed “no confidence” in the Town Engineer and both Alderman Dilks and Alderman Shepard stated their desire to outsource traffic study review work to a different company. Would like to find a new engineer other than RPM to outsource to.
- Would like to know how many signatures would be required on a petition to ask the Sheriff’s Department to patrol neighborhoods enforce traffic laws on private subdivision streets.
- Speed limit signs within Canterbury. Mr. Cosentini agreed to post the signs.
- The status of the audio/visual equipment. Mr. Cosentini stated that it would be discussed at the capital improvements meeting.

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March 14, 2017

Alderman Shepard discussed the following items:

- Alderman Shepard proposed a motion to approve an LDO amendment that would “prevent” hilltop development because the current LDO only “discourages” and this language does not prevent Developers from going forward. The motion was seconded by Alderman Dilks. During discussion the Town Administrator said he would add this topic to the agenda of the next Planning Commission meeting and based on that assurance, the motion was then withdrawn by Alderman Shepard.
- The claim by Brian Rowe, Tollgate Village Developer, that there was zero open space in the back residential section of Tollgate Village where he could build homes in exchange for not building homes on the hilltop. Town Administrator Joe Cosentini said he would confirm or deny Mr. Rowe’s statement “within the next week.” Would like to know if there is any open space within Tollgate Village to build homes on. Feels like the open space requirements are too low.
- That “Wants to record workshops” should be recorded and Town Administrator Joe Cosentini committed to recording workshops going forward.
- Alderman Shepard made a motion to direct Town Staff to make an amendment to our LDO that when we take over streets in a subdivision, we take over sidewalks and alleys as well. During discussion the Town Administrator said he would ensure the Planning Commission had the opportunity to comment on the proposal and based on that assurance Alderman Shepard dropped the motion.
- The vintage 1942 Firetruck purchase. Alderman Shepard said he thought the purchase was done in violation of both local and state purchasing policies and the Town Attorney, Todd Moore, agreed that this purchase was done improperly .
- The opposition of the In Plain Site professional services marketing contract. Alderman Shepard said he thought the contract was done in violation of both local and state purchasing policies and the Town Administrator, Joe Cosentini, agreed this contract was done improperly.
- The clarity of the Purchasing Policy.
- Why Williamson County Schools does not have to pay an opt out fee. Alderman Shepard again reminded the Town Attorney of his commitment to ask Crystal Clear to explain why it was forcing residents and commercial enterprises to pay opt out fees but not Williamson County Schools. The Town Attorney said he would ask Crystal Clear.
- Whether or not The letter to the MBSC attorney, the Developer in control of the Bridgemore and Tollgate HOAs, would be willing to send official letters to Crystal Clear notifying that company that the 25-year so-called “ regarding the bulk agreements” would not be renewed. renewal. Town Attorney Todd Moore said he would get an answer from the MBSC attorney Larry Papel.
- Apartments on the ground floor of Mixed use buildings. Alderman Shepard announced that he had talked with the Spring Hill and Nolensville “town planners” and both told him that those municipalities do not allow apartments on the ground floor. Alderman Shepard then expressed his opinion that Thompson’s Station, compared to these two municipalities, had the lowest standard and was the most pro-Developer.

**Town Administrator Report –**

Mr. Cosentini updated the Board on the following:

Board of Mayor and Aldermen – Minutes of the Meeting  
March 14, 2017

- The public hearing and second reading for Ordinance 2017-005 (Zoning Amendment for the allowance of a Special Exception for Equipment Rental in the Community Commercial District) is being moved to the May meeting.
- The Town Attorney has sent a letter to the DA and the Sheriff requesting an investigation into the actions of Crystal Clear Technologies. This has been turned over to the TBI for investigation.
- The Planning Commission and BOMA held a work session on April 3<sup>rd</sup> to discuss proposed sign standards and LDO/General Plan amendments submitted by Alderman Shepard. Another work session has been scheduled to continue discussions.
- FY2018 Budget and Capital Improvements work session will take place at Town Hall on April 18<sup>th</sup>, 2017 at 7:00 pm.
- Staff met with the Two Farms team to discuss their proposed development. The developers are changing their original plans and submitting their application to Planning Commission for the April meeting.

**Finance Report –**

Mrs. Womack updated the Board on the financial reports.

**Unfinished Business:**

**1. Acceptance of Bridgemore Village Phases 1 and 2A**

Mr. Cosentini reviewed his report and recommended approval of the request for acceptance of the roads, storm drains, and wastewater facilities in Phases 1 and 2A in the Bridgemore Village subdivision, set maintenance surety amounts as recommended, object to the Road Easement, and require the applicant to file a quit-claim deed regarding the private technology easements

**BeforeAfter discussion, Alderman Stover made a motion to approve Acceptance of Bridgemore Village Phases 1 and 2A. Some discussion followed and then Mayor Napier abruptly cut off discussion and called for a vote. vote before Alderman Shepard and Alderman Dilks could fully explain their reasons for not accepting the roads, etc. The motion was seconded and carried by a vote of 3 to 2 with Aldermen Dilks and Shepard casting the dissenting votes.**

**2. Resolution 2017-001: A Resolution of the Town of Thompson’s Station to approve a Subdivision Development Agreement with MBSC for Phase 15 of Tollgate Village and Authorize the Mayor to execute said Agreement.**

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-001. Mr. Larry Papel, attorney representing MBSC and Mr. Brian Rowe, with Henry and Wallace, came forward to speak on behalf of MBSC.

**After discussion, Alderman Dilks made a motion to approve Resolution 2017-001, a Resolution of the Town of Thompson’s Station to approve a Subdivision Development Agreement with MBSC for Phase 15 of Tollgate Village and Authorize the Mayor to execute said Agreement with the following amendments:  
Item 10 to read: Prior to the recordation of the final plat for Phase 15, all All recommendations for traffic mitigation shall be satisfied per the timing of the traffic study with the following clarifications:. This includes the installation of a traffic signal**

**and turn lanes at the intersection of Columbia Pike and Tollgate Boulevard and the installation of a temporary emergency service access north of Tollgate Boulevard by no later than December 31, 2017.**

**a. A traffic signal and turn lane shall be installed at the intersection of State Route 6 (Columbia Pike) and Tollgate Boulevard at the expense of the Developer and be operational prior to December 31, 2017.**

**b. Prior to December 31, 2017, a “temporary not for public use base stone and gravel” road connecting Elliston Way to State Route 6 (Columbia Pike) shall be completed to a standard that the Williamson County Fire Department agrees remedies a known Fire Safety Code violation.”**

**The motion was seconded and carried by all.**

**New Business:**

- 3. Ordinance 2017-006: An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to amend Section 3.7.3 of the Land Development Ordinance.**

Mr. Cosentini reviewed his report and recommended approval of the first reading of Ordinance 2017-006.

**After discussion, Alderman Bell made a motion to approve Ordinance 2017-006, an Ordinance of the Board of Mayor and Alderman of the Town of Thompson’s Station, Tennessee to amend Section 2.7.3 of the Land Development Ordinance. The motion was seconded and carried unanimously.**

- 4. Resolution 2017-002: A Resolution of the Town of Thompson’s Station to approve an Amendment to the Agreement for Assignment and Guarantee of sewer capacity with C&L Development, LLC.**

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-002.

**After discussion, Alderman Dilks made a motion to approve Resolution 2017-002, A Resolution of the Town of Thompson’s Station to approve an Amendment to the Agreement for Assignment and Guarantee of sewer capacity with C&L Development, LLC. The motion was seconded and approved unanimously.**

- 5. Resolution 2017-003: A Resolution of the Town of Thompson’s Station, Tennessee to amend the Town Administrator Employment Contract.**

**After discussion, Alderman Bell made a motion to approve Resolution 2017-003, A Resolution of the Town of Thompson’s Station, Tennessee to amend the Town Administrator Employment Contract, and to make it retroactive to January 1, 2017. The motion was seconded and carried unanimously.**

- 6. Resolution 2017-004: A Resolution of the Town of Thompson’s Station, Tennessee adopting a public records policy.**



Board of Mayor and Aldermen – Minutes of the Meeting  
March 14, 2017

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-004.

**After discussion, Alderman Stover made a motion to approve Resolution 2017-004, A Resolution of the Town of Thompson’s Station, Tennessee adopting a public records policy. The motion was seconded and carried unanimously.**

**Adjourn**

There being no further business, the meeting was adjourned at 8:50 p.m.

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Corey Napier, Mayor

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Jennifer Jones, Town Recorder

Town of Thompson's Station  
Board of Mayor and Aldermen  
Minutes of the Meeting  
May 9, 2017

**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 9, 2017 with the required quorum. Members and staff in attendance were: Alderman Brian Stover; Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brandon Bell; Town Administrator Joe Cosentini; Town Finance Director Tammy Womack; Town Planner, Wendy Deats; Town Attorney Todd Moore and Town Clerk Jennifer Jones. Mayor Corey Napier was unable to attend.

**Pledge of Allegiance.**

**Consideration of Minutes.** The minutes of the April 11, 2017 Meeting were submitted. Alderman Shepard submitted several changes to be reviewed.

**After discussion, Alderman Bell made a motion to table the April 11, 2017 minutes as submitted until the June 2017 meeting to have time to review Alderman Shepard's changes. The motion was seconded and carried by all.**

**Public Comments:**

Matthew Gary – 2700 Brenda Street – Commented that he would like to see the Board be more unified.

Karen Summerall – 3565 Robbins Nest Rd. – Expressed concerns about the construction traffic and heavy equipment driving through Bridgemore Village.

**Presentations:**

- **Rescue Squad Recognition**

Alderman Stover presented members of the Williamson County Rescue Squad with Certificates of Recognition in honor of their service to the Community. Members receiving recognition were as follows: Captain Bill Almon, Engineer Joe Almon, Captain Barry Burris, Fire Fighter Kris Everett, Captain Charlene Forehand, Lt. Keith Holtje, Capt. Steven Homrich, Capt. Eddie House, Fire Fighter Michael O'Leary, Capt. Chris Phelps, Lt. Bobby Rutledge, Eng. Adam Spencer, Fire Fighter John Sympton, and Fire Fighter Steven Tatum.

- **Antique Fire Truck Business Plan**

Alderman Stover presented a business plan for the 1942 Vintage Fire Truck.

**Unfinished Business:**

1. **Second Reading and Public Hearing of Ordinance 2017-005: An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Land Development Ordinance.**

Mrs. Deats reviewed the Staff Report and the Planning Commission recommends that the Board of Mayor and Aldermen adopt Ordinance 2017-005 to amend the Town's Land Development Ordinance to allow equipment rental as a special exception within the Community Commercial zoning district.

**The floor was opened for Public Hearing. Being none, the Public Hearing was closed.**

**After discussion, Alderman Dilks made a motion to accept the Planning Commission's recommendation to adopt Ordinance 2017-005. The motion was seconded and carried by all.**

**2. Second Reading and Public Hearing of Ordinance 2017-006: An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend Section 3.7.3 of the Land Development Ordinance.**

Mrs. Deats reviewed the Staff Report and the Planning Commission recommends that the Board of Mayor and Aldermen adopt Ordinance 2017-006 to amend the Town's Land Development Ordinance to modify the language associated with driveway distance on corner lots.

**The floor was opened for Public Hearing. Being none, the Public Hearing was closed.**

**After discussion, Alderman Bell made a motion to accept the Planning Commission's recommendation to adopt Ordinance 2017-006. The motion was seconded and carried by all.**

**New Business:**

**1. Resolution 2017-005: A Resolution of the Town of Thompson's Station, Tennessee to approve a Subdivision Development Agreement with MBSC for Phase 7 of Bridgemore Village and Authorize the Mayor to execute said Agreement.**

Mr. Cosentini reviewed the agreement and recommended approval of Resolution 2017-005.

**After discussion, Alderman Dilks made a motion to approve Resolution 2017-005. The motion was seconded and carried unanimously.**

**2. Resolution 2017-006: A Resolution of the Town of Thompson's Station, Tennessee to approve a Subdivision Development Agreement with MBSC for Phase 16 of Tollgate Village and Authorize the Mayor to execute said Agreement.**

Mr. Cosentini reviewed the agreement and recommended approval of Resolution 2017-006.

**Alderman Bell made a motion to approve Resolution 2017-006. The motion was seconded. After discussion, the motion failed by a vote of 2 to 2 with Aldermen Shepard and Dilks casting the dissenting votes.**

**3. Resolution 2017-007: A Resolution of the Town of Thompson's Station, Tennessee to approve a Subdivision Development Agreement with MBSC for Phase 17 of Tollgate Village and Authorize the Mayor to execute said Agreement.**

**Alderman Bell made a motion to approve Resolution 2017-007.**

James Hall, an attorney representing MBSC, came forward to speak on behalf of the applicant.

**After discussion, Alderman Bell withdrew his motion to approve Resolution 2017-007 and made a motion to defer Resolution 2017-007 until the June 2017 meeting.**

**Alderman Dilks then made a motion to defer Resolutions 2017-006 and 2017-007 based on new information regarding secondary access. The motion was seconded and carried by all.**

- 4. Resolution 2017-008: A Resolution of the Town of Thompson's Station, Tennessee to approve a Subdivision Development Agreement with Hood Development for Phase 12 of Fields of Canterbury and Authorize the Mayor to execute said Agreement.**

Mr. Cosentini reviewed the agreement and recommended approval of Resolution 2017-008.

**After discussion, Alderman Dilks made a motion to approve Resolution 2017-008. The motion was seconded and carried by all.**

- 5. Resolution 2017-009: A Resolution of the Town of Thompson's Station, Tennessee to approve a Subdivision Development Agreement with Hood Development for Phase 13 of Canterbury and Authorize the Mayor to execute said Agreement.**

Mr. Cosentini reviewed the agreement and recommended approval of Resolution 2017-009.

**After discussion, Alderman Dilks made a motion to approve Resolution 2017-009. The motion was seconded and carried by all.**

#### **6. Acceptance of Infrastructure: Allenwood Subdivision**

Mr. Cosentini reviewed his report and recommended that the Board of Mayor and Aldermen approve the request for acceptance of the public infrastructure and set maintenance surety amounts as recommended.

**After discussion, Alderman Bell made a motion to approve the Acceptance of Infrastructure in the Allenwood Subdivision and set the maintenance surety amounts for roads, drainage and erosion control at \$27,340 and wastewater collection systems at \$12,900. The motion was seconded and approved by all.**

- 7. First Reading of Ordinance 2017-007: An Ordinance of the Town of Thompson's Station, Tennessee to amend sections 1.3, 3.8.1, 3.9.20 and tables 4.10 and 4.11 of the Land Development Ordinance.**

Mrs. Deats reviewed the Staff report and the Planning Commission recommends that the Board of Mayor and Aldermen pass first reading of Ordinance 2017-007 for the proposed amendment to the Land Development Ordinance and set a public hearing and second reading for June 13, 2017.

**After discussion, Alderman Bell made a motion to approve First Reading of Ordinance 2017-007 - An Ordinance of the Town of Thompson's Station, Tennessee to amend sections 1.3, 3.8.1, 3.9.20 and tables 4.10 and 4.11 of the Land Development Ordinance. The motion was seconded and approved by all.**

- 8. First Reading of Ordinance 2017 -008: An Ordinance of the Town of Thompson's Station, Tennessee amending Ordinance 2016-007 which amends the Annual Budget for the Fiscal Year beginning July 1, 2016 and ending June 20, 2017.**

Mr. Cosentini reviewed the Staff report and recommended approval of first Reading of Ordinance 2017-008.

**After discussion, Alderman Bell made a motion to approve first reading of Ordinance 2017-008, an Ordinance of the Town of Thompson's Station, TN amending Ordinance 2016-007 which amends the Annual Budget for the Fiscal Year beginning July 1, 2016 and ending June 20, 2017. The motion was seconded and carried by all.**

- 9. First Reading of Ordinance 2017-009: An Ordinance of the Town of Thompson's Station, Tennessee adopting the Annual Budget and Tax Rate for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018.**

Mr. Cosentini reviewed the Staff report and recommended approval of first Reading of Ordinance 2017-009.

**After discussion, Alderman Bell made a motion to approve first reading of Ordinance 2017-009, an Ordinance of the Town of Thompson's Station, TN adopting the Annual Budget and Tax Rate for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018. The motion was seconded and carried by all.**

### **Adjourn**

There being no further business, the meeting was adjourned at 8:48 p.m.

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Corey Napier, Mayor

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Jennifer Jones, Town Recorder



**DATE:** June 11, 2017  
**TO:** Board of Mayor and Aldermen  
**FROM:** Wendy Deats, Town Planner  
**SUBJECT:** Amendments to the Land Development Ordinance (LDO).

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On April 25, 2017, the Planning Commission recommended the following amendments:

**Section 1.3 Definitions - Signs, Temporary Signs (Page 19).** Signs, Temporary Sign “any sign, banner, valance or advertising display constructed of cloth, canvas, fabric, cardboard, plywood or other light material with or without a frame, and designed or intended to be displayed for a short period of time.”

**Section 3.8.1 Network of Thoroughfares (page 52).** Addition of the following standard for traffic signals:

g. When a traffic signal is required, the signal shall be designed for safe and efficient traffic operation. Signal design shall comply with the standards incorporated within the MUTCD. All signals shall include the use of mast arms, illuminated street name signs and shall contain the latest technology for traffic control.

**Section 3.9.20 Sidewalks (Page 66).** Change to the sidewalk standards to be maintained by the Town as follows:

c. Sidewalks shall be maintained by the Town upon acceptance of infrastructure by the Board of Mayor and Aldermen.

**Table 4.10 and Table 4.11 D1 and D2 Lot Standards (page 86 and 87).** Increase driveway width for a secondary frontage maximum width of 24 feet for the driveway on secondary frontages within these districts.

On May 9, 2017, the Board of Mayor and Aldermen discussed the amendments and passed the first reading of the ordinance to amend the Land Development Ordinance.

### **Recommendation**

Planning Commission recommends that the Board of Mayor and Aldermen adopt Ordinance 2017-007 to amend the Town's Land Development Ordinance to modify these sections.

### **Attachments**

Ordinance 2017-007

**ORDINANCE NO. 2017-007**

**AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTIONS 1.3, 3.8.1, 3.9.20 AND TABLES 4.10 AND 4.11 OF THE LAND DEVELOPMENT ORDINANCE**

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station adopted a new comprehensive Land Development Ordinance ("LDO") in September 2015 (Ordinance No. 2015-007) pursuant to its zoning authority as set forth in Tenn. Code Ann. § 13-7-201 et seq. and other applicable law; and

WHEREAS, after a thorough review of the standards within the LDO, changes are recommended to the text of the ordinance as follows:

Section 1.3 – Temporary Sign: any sign, banner, valance or advertising display constructed of cloth, canvas, fabric, cardboard, plywood or other light material with or without a frame, and designed or intended to be displayed for a short period of time.

Section 3.8.1 g. – When a traffic signal is required, the signal shall be designed for safe and efficient traffic operation. Signal design shall comply with the standards incorporated within the MUTCD. All signals shall include the use of mast arms, illuminated street name signs and shall contain the latest technology for traffic control.

Section 3.9.20 – Sidewalks shall be maintained by the Town upon acceptance of infrastructure by the Board of Mayor and Aldermen.

Table 4.10 and 4.11 – Include maximum width of 24 feet for a driveway on secondary frontage within the D1 and D2 zoning districts.

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

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_ day of \_\_\_\_\_, 2017.

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**Corey Napier, Mayor**

ATTEST:

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Jennifer Jones, Town Recorder

Passed First Reading: May 9, 2017

Passed Second Reading: \_\_\_\_\_

Submitted to Public Hearing on the 13<sup>th</sup> day of June, 2017, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 21<sup>st</sup> day of May, 2017.

Recommended for approval by the Planning Commission on the 25<sup>th</sup> day of April, 2017.

APPROVED AS TO FORM AND LEGALITY:

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Todd Moore, Town Attorney



**ORDINANCE 2017-008**

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
WHICH AMENDS THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING  
JULY 1, 2016 AND ENDING JUNE 30, 2017.**

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 \$175,000 to \$225,000.
- b. Local Sales Tax – Trustee is increased from \$800,000 to \$850,000.
- c. Building Permits Revenue is increased from \$250,000 to \$315,000.
- d. Other Revenue is increased from \$0 to \$70,000.
- e. Salaries is decreased from \$580,000 to \$550,000.
- f. Printing, Forms & Photocopy is increased from \$6,000 to \$7,500.
- g. Prof. Fees – Legal Fees is increased from \$120,000 to \$180,000.
- h. Parks & Recreation Expense is increased from \$20,000 to \$25,000.
- i. Repairs & Maintenance – Roads is increased from \$563,100 to \$762,850.
- j. SSA – Street Repair Expense is increased from \$70,000 to \$75,000.
- k. Retirement is decreased from \$32,000 to \$27,000.
- l. Bank Charges is decreased from \$2,000 to \$750.

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

- a. Wastewater Treatment Fees Revenue is decreased from \$825,000.
- b. Late Payment Penalty is increased from \$0 to \$12,000.
- c. Postage, Freight & Express is increased from \$4,000 to \$7,000.
- d. Prof. Fees – Other is decreased \$455,000 to \$400,000.
- e. Loan Repayment – Franklin Synergy is decreased from \$112,000 to \$0.

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, 2016, the public welfare requiring it.

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

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

Submitted to Public Hearing on May 9, 2017 at 7:00 p.m. after publication of notice of public hearing by advertisement in the \_\_\_\_\_ newspaper on \_\_\_\_\_, 2017.

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

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



**Town of Thompson's Station**  
**General Fund Budget Revision - Revenue**  
**May 31, 2017**

	<b>May 2017 Actual</b>	<b>FY17 Current Budget</b>	<b>FY17 Proposed Budget</b>	<b>Proposed Budget Revision</b>	<b>Second Reading Adjustment</b>
<b>General Government Revenues:</b>					
31111 Real Property Tax Revenue	225,349	175,000	225,000	50,000	
31310 Interest & Penalty Revenue	187	-	-	-	
31610 Local Sales Tax - Trustee	846,186	800,000	850,000	50,000	50,000
31710 Wholesale Beer Tax	91,400	100,000	100,000	-	
31720 Wholesale Liquor Tax	7,636	4,500	4,500	-	
31810 City Portion of County Priv Tax	37,756	35,000	35,000	-	
31900 CATV Franchise Fee Income	17,718	12,000	12,000	-	
32000 Beer Permits	600	500	500	-	
32200 Building Permits	316,704	250,000	315,000	65,000	35,000
32230 Submittal & Review Fees	46,194	40,000	40,000	-	
32245 Miscellaneous Fees	2,210	1,000	1,000	-	
32260 Business Tax Revenue	91,643	75,000	75,000	-	
33320 TVA Payments in Lieu of Taxes	22,687	29,000	29,000	-	
33510 Local Sales Tax - State	202,255	200,000	200,000	-	
33520 State Income Tax	-	100,000	100,000	-	
33530 State Beer Tax	1,295	1,000	1,000	-	
33535 Mixed Drink Tax	12,512	12,000	12,000	-	
33552 State Streets & Trans. Revenue	4,970	5,500	5,500	-	
33553 SSA - Motor Fuel Tax	46,781	48,000	48,000	-	
33554 SSA - 1989 Gas Tax	7,492	7,700	7,700	-	
33555 SSA - 3 Cent Gas Tax	13,905	14,300	14,300	-	
36120 Interest Earned - Invest. Accts	19,962	12,000	12,000	-	
37746 Pavilion & Comm. Ctr. Rental	13,349	10,000	10,000	-	
37747 Pavilion Comm. Ctr Dep Refund	(6,475)	(6,000)	(6,000)	-	
37990 Other Revenue	73,283	-	70,000	70,000	
Total general government revenue	<u>2,095,597</u>	<u>1,926,500</u>	<u>2,161,500</u>	<u>235,000</u>	
<b>Non-Operating Income:</b>					
32300 Impact Fees	474,313	400,000	475,000	75,000	75,000
33725 Greenways & Trails Grant	538,249	539,000	539,000	-	
38000 Transfer from Reserves	-	1,926,000	1,851,000	(75,000)	(75,000)
Total non-operating revenue	<u>1,012,562</u>	<u>2,865,000</u>	<u>2,865,000</u>	<u>-</u>	
Total revenue	<u>3,108,159</u>	<u>4,791,500</u>	<u>5,026,500</u>	<u>235,000</u>	



**Town of Thompson's Station**  
**General Fund Budget Revision - Expenditures**  
**May 31, 2017**

	<b>May 2017 Actual</b>	<b>FY17 Current Budget</b>	<b>FY17 Proposed Budget</b>	<b>Proposed Budget Revision</b>	<b>Second Reading Adjustment</b>
<b>General Government Expenditures:</b>					
41110 Salaries	487,348	580,000	550,000	(30,000)	(30,000)
41141 FICA	30,065	38,500	38,500	-	
41142 Medicare	7,032	10,000	10,000	-	
41147 SUTA	2,254	5,600	5,600	-	
41161 General Expenses	513	1,000	1,000	-	
41211 Postage	887	1,000	1,000	-	
41221 Printing, Forms & Photocopy	6,292	6,000	7,500	1,500	1,500
41231 Legal Notices	1,822	3,000	3,000	-	
41235 Memberships & Subscriptions	3,259	3,700	3,700	-	
41241 Utilities - Electricity	8,744	12,000	12,000	-	
41242 Utilities - Water	1,965	2,300	2,300	-	
41244 Utilities - Gas	1,270	2,000	2,000	-	
41245 Telecommunications Expense	3,643	4,500	4,500	-	
41252 Prof. Fees - Legal Fees	141,242	120,000	180,000	60,000	15,000
41253 Prof. Fees - Auditor	11,500	13,500	13,500	-	
41254 Prof. Fees - Consulting Engineers	35,408	45,000	45,000	-	
41259 Prof. Fees - Other	32,325	50,000	50,000	-	
41264 Repairs & Maintenance - Vehicles	3,392	10,000	10,000	-	
41265 Parks & Recreation Expense	19,951	20,000	25,000	5,000	5,000
41266 Repairs & Maintenance - Buildings	13,001	30,000	30,000	-	
41268 Repairs & Maintenance - Roads	109,972	563,100	762,850	199,750	99,750
41269 SSA - Street Repair Expense	-	70,000	75,000	5,000	
41270 Vehicle Fuel & Oil	7,739	15,000	15,000	-	
41280 Travel	968	2,500	2,500	-	
41285 Continuing Education	2,464	5,500	5,500	-	
41289 Retirement	23,704	32,000	27,000	(5,000)	(5,000)
41291 Animal Control Services	3,289	3,300	3,300	-	
41300 Economic Development	6,667	7,500	7,500	-	
41311 Office Expense	17,869	22,000	22,000	-	
41511 Insurance - Property	2,474	2,500	2,500	-	
41512 Insurance - Workers Comp.	7,266	7,300	7,300	-	
41513 Insurance - Liability	4,298	4,500	4,500	-	
41514 Insurance - Medical	91,819	100,000	100,000	-	
41515 Insurance - Auto	1,620	1,700	1,700	-	
41516 Insurance - E & O	10,695	11,000	11,000	-	
41551 Trustee Commission	5,109	6,000	6,000	-	
41691 Bank Charges	66	2,000	750	(1,250)	(1,250)
41720 Donations	92,909	100,000	100,000	-	
41899 Other Expenses	11,255	12,500	12,500	-	
Total general government expenditures	<u>1,212,096</u>	<u>1,926,500</u>	<u>2,161,500</u>	<u>235,000</u>	
General government change in net position	<u>883,502</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Non-Operating Expenditures:</b>					
41940 Capital Projects	497,853	1,850,000	1,850,000	-	
41942 Capital Projects - Grants	668,255	669,000	669,000	-	
41943 Capital Projects - Parks	58,119	196,000	196,000	-	
48000 Transfer to Reserves	531,892	-	-	-	
49030 Capital Outlay Note Payment	139,945	150,000	150,000	-	
Total non-operating expenditures	<u>1,896,064</u>	<u>2,865,000</u>	<u>2,865,000</u>	<u>-</u>	
Non-operating change in net position	<u>(883,502)</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Total expenditures	<u>3,108,159</u>	<u>4,791,500</u>	<u>5,026,500</u>	<u>235,000</u>	
Change in Net Position	<u>(0)</u>	<u>-</u>	<u>-</u>	<u>-</u>	



**Town of Thompson's Station  
Wastewater Fund Budget Revision  
May 31, 2017**

	<u>May 2017 Actual</u>	<u>FY17 Current Budget</u>	<u>FY17 Proposed Budget</u>	<u>Proposed Budget Revision</u>	<u>Second Reading Adjustment</u>
<b>Revenues:</b>					
3100 Wastewater Treatment Fees	773,043	850,000	825,000	(25,000)	
3101 Septage Disposal Fees	8,800	10,000	10,000	-	
3105 Late Payment Penalty	13,149	-	12,000	12,000	
3109 Uncollectible Accounts	-	(5,000)	(5,000)	-	
4009 Returned Check Charges	70	-	-	-	
Total revenues	<u>795,062</u>	<u>855,000</u>	<u>842,000</u>	<u>(13,000)</u>	
<b>Operating Expenses:</b>					
Supply and Operations:					
4010 Payroll Expense	99,974	110,000	110,000	-	
4210 Permits & Fees Expense	3,820	10,000	10,000	-	
4220 Laboratory Water Testing	3,705	12,000	12,000	-	
4230 Supplies Expense	2,490	7,500	7,500	-	
4240 Repairs & Maint. Expense	63,120	82,000	82,000	-	
4250 Postage, Freight & Express Chgs	5,675	4,000	7,000	3,000	
4280 Billing Charges	6,281	12,000	12,000	-	
4310 Utilities - Electric	77,445	100,000	100,000	-	
4320 Utilities - Water	2,995	5,000	5,000	-	
4390 Insurance Expense	20,278	20,300	20,300	-	
4400 Prof. Fees-Consulting Engineers	30,609	50,000	50,000	-	
4420 Prof. Fees - Auditor	2,000	2,000	2,000	-	
4490 Prof. Fees - Other	360,802	455,000	400,000	(55,000)	
4710 Payroll Taxes - FICA	6,224	7,000	7,000	-	
4720 Payroll Taxes - Medicare	1,456	2,000	2,000	-	
4730 Payroll Taxes - SUTA	371	1,000	1,000	-	
4789 Employee Retirement Expense	4,984	6,000	6,000	-	
4800 Bank Charges	79	500	500	-	
4900 Other Expense	54	1,000	1,000	-	
Total supply and operations	<u>692,359</u>	<u>887,300</u>	<u>835,300</u>	<u>(52,000)</u>	
Depreciation					
4990 Depreciation Expense	<u>285,648</u>	<u>315,000</u>	<u>315,000</u>	<u>-</u>	
Total operating expenses	<u>978,007</u>	<u>1,202,300</u>	<u>1,150,300</u>	<u>(52,000)</u>	
Operating income	(182,945)	(347,300)	(308,300)	39,000	
<b>Non-Operating Income (Expense):</b>					
3300 Tap Fees	814,788	770,000	770,000	-	
3902 Interest Income - Invest Accts	6,195	5,000	5,000	-	
4100 Capital Expenditures	(381,496)	(480,000)	(480,000)	-	
4993 Loan Repayment-Franklin Synergy	-	(112,000)	-	112,000	
4994 Interest Expense	<u>(16,398)</u>	<u>(20,000)</u>	<u>(20,000)</u>	<u>-</u>	
Total non-operating income	<u>423,089</u>	<u>163,000</u>	<u>275,000</u>	<u>112,000</u>	
Change in Net Position	<u>240,144</u>	<u>(184,300)</u>	<u>(33,300)</u>	<u>151,000</u>	

**ORDINANCE 2017-009**

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR  
BEGINNING JULY 1, 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 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:

<b>General Fund</b>	<b>FY 2015-2016 Actual</b>	<b>FY 2016-2017 Estimated</b>	<b>FY 2017-2018 Proposed</b>
Local taxes	\$1,093,087	\$1,294,164	\$1,264,000
Licenses and Permits	1,452,664	965,278	881,500
Intergovernmental	747,231	949,282	548,000
Other Revenue	31,205	103,399	32,000
Total Revenues	3,324,187	3,312,123	2,725,500
Beginning Fund Balance	4,118,082	6,054,467	5,191,108
Total Available Funds	\$7,442,269	\$9,336,427	\$7,916,608

<b>State Street Aid Fund</b>	<b>FY 2015-2016 Actual</b>	<b>FY 2016-2017 Estimated</b>	<b>FY 2017-2018 Proposed</b>
Intergovernmental	\$79,165	\$80,876	\$115,000
Total Revenues	79,165	80,876	115,000
Beginning Fund Balance	6,473	15,638	21,514
Total Available Funds	\$85,638	\$96,514	\$136,514

<b>Wastewater Fund</b>	<b>FY 2015-2016 Actual</b>	<b>FY 2016-2017 Estimated</b>	<b>FY 2017-2018 Proposed</b>
Wastewater Fees	\$676,186	\$847,233	\$935,000
Tap Fees	720,814	874,914	550,000
Other Revenue	11,088	15,030	0
Total Revenues	1,408,088	1,737,177	1,485,000
Beginning Fund Balance	12,546,569	13,274,019	13,469,414
Total Available Funds	\$13,954,657	\$15,011,196	\$14,954,414

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

<b>General Fund</b>	<b>FY 2015-2016 Actual</b>	<b>FY 2016-2017 Estimated</b>	<b>FY 2017-2018 Proposed</b>
Government Administrative	\$1,112,698	\$1,150,001	\$1,284,730
Streets	130,171	105,481	838,770
Capital Outlay	377,881	2,727,000	4,723,331
Parks	12,693	19,587	40,000
Debt Service	143,250	143,250	140,000
Total Appropriations	1,776,693	4,145,319	7,026,831
Surplus/(Deficit)	1,936,382	(863,359)	(4,301,331)
Ending Fund Balance	\$6,054,467	\$5,191,108	\$889,777

<b>State Street Aid Fund</b>	<b>FY 2015-2016 Actual</b>	<b>FY 2016-2017 Estimated</b>	<b>FY 2017-2018 Proposed</b>
Streets	\$70,000	\$75,000	\$115,000
Total Appropriations	70,000	75,000	115,000
Surplus/(Deficit)	9,165	5,876	0
Ending Fund Balance	\$15,638	\$21,514	\$21,514

<b>Wastewater Fund</b>	<b>FY 2015-2016 Actual</b>	<b>FY 2016-2017 Estimated</b>	<b>FY 2017-2018 Proposed</b>
Wastewater Department	\$662,015	\$1,530,205	\$975,000
Debt Service	20,615	18,105	15,000
Total Appropriations	682,630	1,548,310	990,000
Surplus/(Deficit)	727,450	195,395	495,000
Ending Fund Balance	\$13,274,019	\$13,469,414	\$13,964,414

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

General Fund	\$5,191,108
State Street Aid Fund	\$21,514
Wastewater Fund	\$13,469,414

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

<b>Bonded or Other Indebtedness</b>	<b>Debt Principal</b>	<b>Interest Requirements</b>	<b>Debt Authorized and Unissued</b>	<b>Principal Outstanding at June 30</b>
Bonds	\$0	\$0	\$0	\$0
Notes	\$1,589,066	\$12,862	\$0	\$1,589,066
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, 2017, the public welfare requiring it.

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

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

Submitted to Public Hearing on May 9, 2017 at 7:00 p.m. after publication of notice of public hearing by advertisement in the \_\_\_\_\_ newspaper on \_\_\_\_\_, 2017.

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

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



**Town of Thompson's Station**  
**General Fund Proposed Budget**  
**Fiscal Year 2018 - Revenues**

	<b>FY16 Actual</b>	<b>FY17 Current Budget</b>	<b>FY18 Proposed Budget</b>
<b>General Government Revenues:</b>			
31111 Real Property Tax Revenue	160,156	175,000	200,000
31310 Interest & Penalty Revenue	184	-	-
31610 Local Sales Tax - Trustee	771,031	800,000	850,000
31710 Wholesale Beer Tax	103,713	100,000	100,000
31720 Wholesale Liquor Tax	502	4,500	6,000
31810 City Portion of County Priv Tax	43,582	35,000	65,000
31900 CATV Franchise Fee Income	13,919	12,000	15,000
32000 Beer Permits	700	500	500
32200 Building Permits	527,323	250,000	300,000
32230 Submittal & Review Fees	133,566	40,000	30,000
32245 Miscellaneous Fees	1,205	1,000	1,000
32260 Business Tax Revenue	84,983	75,000	75,000
33320 TVA Payments in Lieu of Taxes	31,462	29,000	30,000
33325 Payment in Lieu of Taxes-WilCo	-	-	28,000
33510 Local Sales Tax - State	216,849	200,000	330,000
<b>33520 State Income Tax</b>	<b>377,065</b>	<b>100,000</b>	<b>100,000</b>
33530 State Beer Tax	1,309	1,000	1,000
33535 Mixed Drink Tax	18,897	12,000	12,000
33552 State Streets & Trans. Revenue	5,455	5,500	8,000
33553 SSA - Motor Fuel Tax	50,522	48,000	75,000
33554 SSA - 1989 Gas Tax	8,119	7,700	12,000
33555 SSA - 3 Cent Gas Tax	15,069	14,300	20,000
37746 Parks Revenue	14,277	10,000	15,000
37747 Pavilion Comm. Ctr Dep Refund	(8,200)	(6,000)	(5,000)
37990 Other Revenue	3,431	-	10,000
Total general government revenue	<u>2,575,119</u>	<u>1,914,500</u>	<u>2,278,500</u>
<b>Non-Operating Income:</b>			
32300 Impact Fees	789,870	400,000	550,000
33725 Greenways & Trails Grant	16,666	539,000	-
36120 Interest Earned - Invest. Accts	10,030	12,000	12,000
36130 Interest Income - Interfund Loan	11,667	-	-
37999 Loan Repayment from W/W Fund	388,889	-	-
38000 Transfer from Reserves	-	1,926,000	4,301,331
Total non-operating revenue	<u>1,217,122</u>	<u>2,877,000</u>	<u>4,863,331</u>
Total revenue	<u>3,792,241</u>	<u>4,791,500</u>	<u>7,141,831</u>

**Notes:**

33520 State Income Tax: Phase out of the Hall Income Tax may escalate in FY18



**Town of Thompson's Station  
General Fund Proposed Budget  
Fiscal Year 2018 - Expenditures**

	<u>FY16</u> <u>Actual</u>	<u>FY17</u> <u>Current</u> <u>Budget</u>	<u>FY18</u> <u>Proposed</u> <u>Budget</u>	<u>Second</u> <u>Reading</u> <u>Adjustment</u>
<b>General Government Expenditures:</b>				
41110 Payroll Expense	504,251	580,000	586,000	(148,000)
41141 Payroll Taxes - FICA	30,044	38,500	38,250	(9,750)
41142 Payroll Taxes - Medicare	7,024	10,000	8,500	(2,500)
41147 Payroll Taxes - SUTA	3,199	5,600	4,000	(3,600)
41161 General Expenses	771	1,000	1,000	
41211 Postage, Freight & Express Charges	5,686	1,000	1,000	
41221 Printing, Forms & Photocopy	5,672	6,000	6,000	
41231 Publication of Legal Notices	2,845	3,000	3,000	
41235 Memberships & Subscriptions	3,330	3,700	3,700	
41241 Utilities - Electricity	11,433	12,000	12,000	
41242 Utilities - Water	1,922	2,300	2,500	
41244 Utilities - Gas	1,215	2,000	2,000	
41245 Telecommunications Expense	3,629	4,500	7,000	
41252 Prof. Fees - Legal Fees	127,110	120,000	120,000	
41253 Prof. Fees - Auditor	11,200	13,500	18,000	
41254 Prof. Fees - Consulting Engineers	33,086	45,000	45,000	
41255 Prof. Fees - Municipal Court	-	-	-	(6,000)
41259 Prof. Fees - Other	16,524	50,000	50,000	
41264 Repairs & Maintenance - Vehicles	9,022	10,000	10,000	
41265 Parks & Recreation Expense	12,693	20,000	40,000	
41266 Repairs & Maintenance - Buildings	15,407	30,000	30,000	
41268 Repairs & Maintenance - Roads	130,171	551,100	838,770	288,350
41269 SSA - Street Repair Expense	70,000	70,000	115,000	
41270 Vehicle Fuel & Oil	9,656	15,000	15,000	
41280 Travel	822	2,500	2,500	
41285 Continuing Education	4,101	5,500	5,500	
41289 Retirement	11,297	32,000	28,580	(7,500)
41291 Animal Control Services	3,133	3,300	4,000	
41300 Economic Development	6,115	7,500	7,500	
41311 Office Expense	14,755	22,000	40,000	
41511 Insurance - Property	2,701	2,500	2,500	
41512 Insurance - Workers Comp.	14,510	7,300	13,000	
41513 Insurance - Liability	4,357	4,500	4,500	
41514 Insurance - Medical	93,103	100,000	90,000	(30,000)
41515 Insurance - Auto	2,257	1,700	1,700	
41516 Insurance - E & O	10,695	11,000	11,000	
41551 Trustee Commission	2,777	6,000	6,000	
41691 Bank Charges	43	2,000	2,000	
41720 Donations	95,500	100,000	-	
41800 Emergency Services	-	-	93,000	
41899 Other Expenses	40,396	12,500	10,000	
Total general government expenditures	<u>1,322,452</u>	<u>1,914,500</u>	<u>2,278,500</u>	
General government change in net position	<u>1,252,667</u>	<u>-</u>	<u>(0)</u>	
<b>Non-Operating Expenditures:</b>				
41940 Capital Projects	377,881	1,862,000	4,570,100	
41942 Capital Projects - Grants	-	669,000	-	
41944 Capital Projects - Parks	-	196,000	153,231	
48000 Transfer to Reserves	1,948,658	-	-	
49030 Capital Outlay Note Payment	143,250	150,000	140,000	
Total non-operating expenditures	<u>2,469,789</u>	<u>2,877,000</u>	<u>4,863,331</u>	
Non-operating change in net position	<u>(1,252,667)</u>	<u>-</u>	<u>-</u>	
General government change in net position	<u>-</u>	<u>-</u>	<u>-</u>	



**Town of Thompson's Station**  
**Wastewater Fund Proposed Budget**  
**Fiscal Year 2018**

	<b>FY16 Actual</b>	<b>FY17 Projection Calculation</b>	<b>FY18 Proposed Budget</b>
<b>Revenues:</b>			
3100 Wastewater Treatment Fees	607,146	837,833	925,000
3101 Septage Disposal Fees	69,040	9,400	10,000
3105 Late Payment Penalty	11,088	15,030	-
3109 Uncollectible Accounts	-	-	(5,000)
4009 Returned Check Charges	150	93	-
<b>Total revenues</b>	<b>687,424</b>	<b>862,356</b>	<b>930,000</b>
<b>Operating Expenses:</b>			
Supply and Operations:			
4010 Payroll Expense	98,637	111,027	150,000
4210 Permits & Fees Expense	7,165	5,093	7,500
4220 Laboratory Water Testing	9,347	4,080	7,500
4230 Supplies Expense	4,714	2,660	5,000
4240 Repairs & Maint. Expense	37,240	73,239	82,000
4250 Postage, Freight & Express Charges	-	5,465	6,000
4280 Billing Charges	-	6,035	12,000
4310 Utilities - Electric	96,828	87,428	100,000
4320 Utilities - Water	2,408	3,404	5,000
4350 Telecommunications	-	-	2,500
4390 Insurance Expense	16,748	20,278	21,000
4395 Insurance - Employee Medical	-	-	30,000
4400 Prof. Fees-Consulting Engineers	71,897	30,845	50,000
4420 Prof. Fees - Auditor	1,800	2,000	2,000
4490 Prof. Fees - Other	960	360,802	109,700
4710 Payroll Taxes - FICA	6,116	6,884	10,000
4720 Payroll Taxes - Medicare	1,430	1,610	2,200
4730 Payroll Taxes - SUTA	384	2,665	3,600
4789 Employee Retirement Expense	1,954	5,551	7,500
4800 Bank Charges	62	79	500
4900 Other Expense	595	72	1,000
4901 Bad Debt Expense	4,159	-	-
<b>Total supply and operations</b>	<b>362,444</b>	<b>729,217</b>	<b>615,000</b>
Depreciation			
4990 Depreciation Expense	311,616	311,616	315,000
<b>Total operating expenses</b>	<b>674,060</b>	<b>1,040,833</b>	<b>930,000</b>
Operating change in net position	13,364	(178,477)	-
<b>Non-Operating Income (Expense):</b>			
3300 Tap Fees	720,814	874,914	550,000
3902 Interest Income - Invest Accts	1,992	6,528	5,000
4100 Capital Expenditures	11,895	(489,465)	(45,000)
4993 Loan Repayment-Franklin Synergy	-	-	-
4994 Interest Expense	(20,615)	(18,105)	(15,000)
<b>Non-operating change in net position</b>	<b>714,086</b>	<b>373,872</b>	<b>495,000</b>
<b>Change in Net Position</b>	<b>727,450</b>	<b>195,395</b>	<b>495,000</b>

**RESOLUTION NO. 2017-006**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A SUBDIVISION DEVELOPMENT AGREEMENT WITH MBSC, LLC FOR PHASE 16 OF TOLLGATE VILLAGE AND TO AUTHORIZED THE MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS, MBSC, LLC ("Developer") is developing Phase 16 of Tollgate Village and has received preliminary plat approval for such phase.

WHEREAS, the Town's Land Development Ordinance requires the Developer to enter into a Subdivision Development Agreement with the Town prior to the commencement of construction of infrastructure; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to approve the attached Subdivision Development Agreement with Developer for the continued development of Phase 16 of Tollgate Village.

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

That the Subdivision Development Agreement attached hereto as Exhibit A and incorporated herein by reference, is approved and the Mayor is hereby authorized to execute said agreement on behalf of the Town.

RESOLVED AND ADOPTED this \_\_\_\_ day of May, 2017.

---

**Corey Napier, Mayor**

ATTEST:

---

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

---

Todd Moore, Town Attorney

## SUBDIVISION DEVELOPMENT AGREEMENT

This Agreement is entered into on this 9<sup>th</sup> day of May 2017, between the Town of Thompson's Station, Tennessee (the "Town"), and MBSC, LLC (the "Developer").

### WITNESSETH:

WHEREAS, the Developer intends to develop phase 16 in the Tollgate Village with 105 single-family lots, six open space lots and removal of eight (8) trees; and

WHEREAS, the plat of said subdivision received approval for a preliminary plat for the creation of Phase 16 of the Tollgate Village development from the Thompson's Station Municipal Planning Commission (the "Planning Commission"), pursuant to the laws of the State of Tennessee and the Subdivision Regulations of the Town:

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

### *SECTION 1. Construction of Subdivisions*

The Developer shall construct all required improvements and complete its subdivision in accordance with the Town's Land Development Ordinance, the approved construction plans, and the final subdivision plats approved by the Planning Commission. Required improvements include all streets, storm drainage systems, storm water detention and retention structures, water systems, fire hydrants, sanitary sewer, street lights, all other utilities, curb and gutter, sidewalks, lot and subdivision corner monuments, street name signs, traffic control signs and devices, fences, and any required off-site improvements.

### *SECTION 2. Surety*

Prior to the recording of the final subdivision plat, the Developer shall post a surety in the amount recommended by the Town Engineer and approved by the Planning Commission, this amount being 10% greater than the estimated amount necessary to complete required improvements, including roads, sidewalks, drainage, and other improvements specified by the plans and plats of the development approved by the Town and the Planning Commission. The surety may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the surety. The surety will not be released until there has been full compliance with this Agreement and certification by a licensed engineer that the development has been completed in full compliance with the approved plat and construction plans.

### *SECTION 3. Interpretation, venue, attorney's fees*

This agreement shall bind the Developer upon execution and may not be revoked without permission of the Town. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Circuit Court for Williamson County, Tennessee, and Tennessee appellate courts. In the event this Agreement is breached by the Developer and litigation is commenced, the Developer shall be responsible for the reasonable attorney's fees and expenses incurred by the Town as a result of the Developer's breach.

### *SECTION 4. Transferability*

Except for the sale of individual lots after recording the final plat, the Developer shall not transfer the subdivision property without first giving notice to the Town as to the name, address, and telephone number of the transferee. If it is the transferee's intention to develop this subdivision in accordance with the Agreement, the Developer agrees to provide the Town an Assumption Agreement in which the transferee agrees to perform the improvements required under this Agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the

Town Attorney. The Developer shall remain liable under the terms of this Agreement unless an Assumption Agreement is entered into between the new owners and the Town.

*SECTION 5. Acceptance of Improvements*

Formal acceptance of improvements shall follow the procedure established in the Subdivision Regulations. Subsequent to acceptance by the Town, the Developer shall have no claim, direct or implied, in the title or ownership of the improvements. The Town, upon final approval and acceptance, will take full title to the improvements and will provide maintenance thereafter, except that the Developer is responsible for construction failures and defects in the subdivision improvements for a period of one (1) year after the date of final acceptance of the subdivision improvements. During this period, it shall remain the responsibility of the Developer to correct and cure these defects and failures.

*SECTION 6. Warranty*

The Developer warrants that all improvements to be accepted by the Town will be free from defects in design, materials, or workmanship for a period of one (1) year from the date of acceptance by the Town. The Developer shall immediately repair, at its own costs, all defects of any type whatsoever which occur within said one (1) year period. If repairs required herein are not timely completed, the Town shall have the right, at its option, to make said repairs at the expense of the Developer. In such event, the Town may call the Developer's surety to pay for said repairs. Additionally, the Developer shall execute a maintenance surety as required by the Subdivision Regulations.

*SECTION 7. Special Provisions*

Per the approval of the Phase 16 final plat the following conditions apply:

1. Prior to the approval of construction plans, a development agreement shall be approved and executed between the Town and the Developer
2. Prior to the approval of construction plans, all sureties for each phase/section in Tollgate Village and for the installation of the traffic signal shall be posted and submitted to the Town in accordance with the requirements with the Land Development Ordinance.
3. All recommendations for traffic mitigation shall be completed in accordance with the phasing/timing set forth within the traffic study dated February 28, 2017.
4. Prior to the submittal of the final plat for phase 16, all sewer improvements must be completed to the satisfaction of the Town.
5. The construction route adjacent to Tollgate Boulevard, north of Phase 14 shall be utilized by all construction traffic.
6. All tree replacement shall be revised to include trees 18 inches or greater as specified by the Land Development Ordinance subject to review and approval to the satisfaction of the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed.

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*Developer*

TOWN OF THOMPSON'S STATION, TENNESSEE

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*Mayor*

APPROVED AS TO FORM AND LEGALITY:

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*Town Attorney*

**RESOLUTION NO. 2017-007**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A SUBDIVISION DEVELOPMENT AGREEMENT WITH MBSC, LLC FOR PHASE 17 OF TOLLGATE VILLAGE AND TO AUTHORIZED THE MAYOR TO EXECUTE SAID AGREEMENT.**

WHEREAS, MBSC, LLC ("Developer") is developing Phase 17 of Tollgate Village and has received preliminary plat approval for such phase.

WHEREAS, the Town's Land Development Ordinance requires the Developer to enter into a Subdivision Development Agreement with the Town prior to the commencement of construction of infrastructure; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to approve the attached Subdivision Development Agreement with Developer for the continued development of Phase 17 of Tollgate Village.

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

That the Subdivision Development Agreement attached hereto as Exhibit A and incorporated herein by reference, is approved and the Mayor is hereby authorized to execute said agreement on behalf of the Town.

RESOLVED AND ADOPTED this \_\_\_\_ day of May, 2017.

---

**Corey Napier, Mayor**

ATTEST:

---

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

---

Todd Moore, Town Attorney



## SUBDIVISION DEVELOPMENT AGREEMENT

This Agreement is entered into on this 9<sup>th</sup> day of May 2017, between the Town of Thompson's Station, Tennessee (the "Town"), and MBSC, LLC (the "Developer").

### WITNESSETH:

WHEREAS, the Developer intends to develop phase 17 in Tollgate Village with 71 single-family lots, five (5) open space lots and removal of seven (7) trees; and

WHEREAS, the plat of said subdivision received approval for a preliminary plat for the creation of Phase 17 of the Tollgate Village development from the Thompson's Station Municipal Planning Commission (the "Planning Commission"), pursuant to the laws of the State of Tennessee and the Subdivision Regulations of the Town:

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

### *SECTION 1. Construction of Subdivisions*

The Developer shall construct all required improvements and complete its subdivision in accordance with the Town's Land Development Ordinance, the approved construction plans, and the final subdivision plats approved by the Planning Commission. Required improvements include all streets, storm drainage systems, storm water detention and retention structures, water systems, fire hydrants, sanitary sewer, street lights, all other utilities, curb and gutter, sidewalks, lot and subdivision corner monuments, street name signs, traffic control signs and devices, fences, and any required off-site improvements.

### *SECTION 2. Surety*

Prior to the recording of the final subdivision plat, the Developer shall post a surety in the amount recommended by the Town Engineer and approved by the Planning Commission, this amount being 10% greater than the estimated amount necessary to complete required improvements, including roads, sidewalks, drainage, and other improvements specified by the plans and plats of the development approved by the Town and the Planning Commission. The surety may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the surety. The surety will not be released until there has been full compliance with this Agreement and certification by a licensed engineer that the development has been completed in full compliance with the approved plat and construction plans.

### *SECTION 3. Interpretation, venue, attorney's fees*

This agreement shall bind the Developer upon execution and may not be revoked without permission of the Town. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Circuit Court for Williamson County, Tennessee, and Tennessee appellate courts. In the event this Agreement is breached by the Developer and litigation is commenced, the Developer shall be responsible for the reasonable attorney's fees and expenses incurred by the Town as a result of the Developer's breach.

### *SECTION 4. Transferability*

Except for the sale of individual lots after recording the final plat, the Developer shall not transfer the subdivision property without first giving notice to the Town as to the name, address, and telephone number of the transferee. If it is the transferee's intention to develop this subdivision in accordance with the Agreement, the Developer agrees to provide the Town an Assumption Agreement in which the transferee agrees to perform the improvements required under this Agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the

Town Attorney. The Developer shall remain liable under the terms of this Agreement unless an Assumption Agreement is entered into between the new owners and the Town.

*SECTION 5. Acceptance of Improvements*

Formal acceptance of improvements shall follow the procedure established in the Subdivision Regulations. Subsequent to acceptance by the Town, the Developer shall have no claim, direct or implied, in the title or ownership of the improvements. The Town, upon final approval and acceptance, will take full title to the improvements and will provide maintenance thereafter, except that the Developer is responsible for construction failures and defects in the subdivision improvements for a period of one (1) year after the date of final acceptance of the subdivision improvements. During this period, it shall remain the responsibility of the Developer to correct and cure these defects and failures.

*SECTION 6. Warranty*

The Developer warrants that all improvements to be accepted by the Town will be free from defects in design, materials, or workmanship for a period of one (1) year from the date of acceptance by the Town. The Developer shall immediately repair, at its own costs, all defects of any type whatsoever which occur within said one (1) year period. If repairs required herein are not timely completed, the Town shall have the right, at its option, to make said repairs at the expense of the Developer. In such event, the Town may call the Developer's surety to pay for said repairs. Additionally, the Developer shall execute a maintenance surety as required by the Subdivision Regulations.

*SECTION 7. Special Provisions*

Per the approval of the Phase 17 final plat the following conditions apply:

1. Prior to the approval of construction plans, a development agreement shall be approved and executed between the Town and the Developer
2. Prior to the approval of construction plans, all sureties for each phase/section in Tollgate Village and for the installation of the traffic signal shall be posted and submitted to the Town in accordance with the requirements with the Land Development Ordinance.
3. All recommendations for traffic mitigation shall be completed in accordance with the phasing/timing set forth within the traffic study dated February 28, 2017.
4. Prior to the submittal of the final plat for phase 17, all sewer improvements must be completed to the satisfaction of the Town.
5. The construction route adjacent to Tollgate Boulevard, north of Phase 14 shall be utilized by all construction traffic.
6. All tree replacement shall be revised to include trees 18 inches or greater as specified by the Land Development Ordinance subject to review and approval to the satisfaction of the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed.

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*Developer*

TOWN OF THOMPSON'S STATION, TENNESSEE

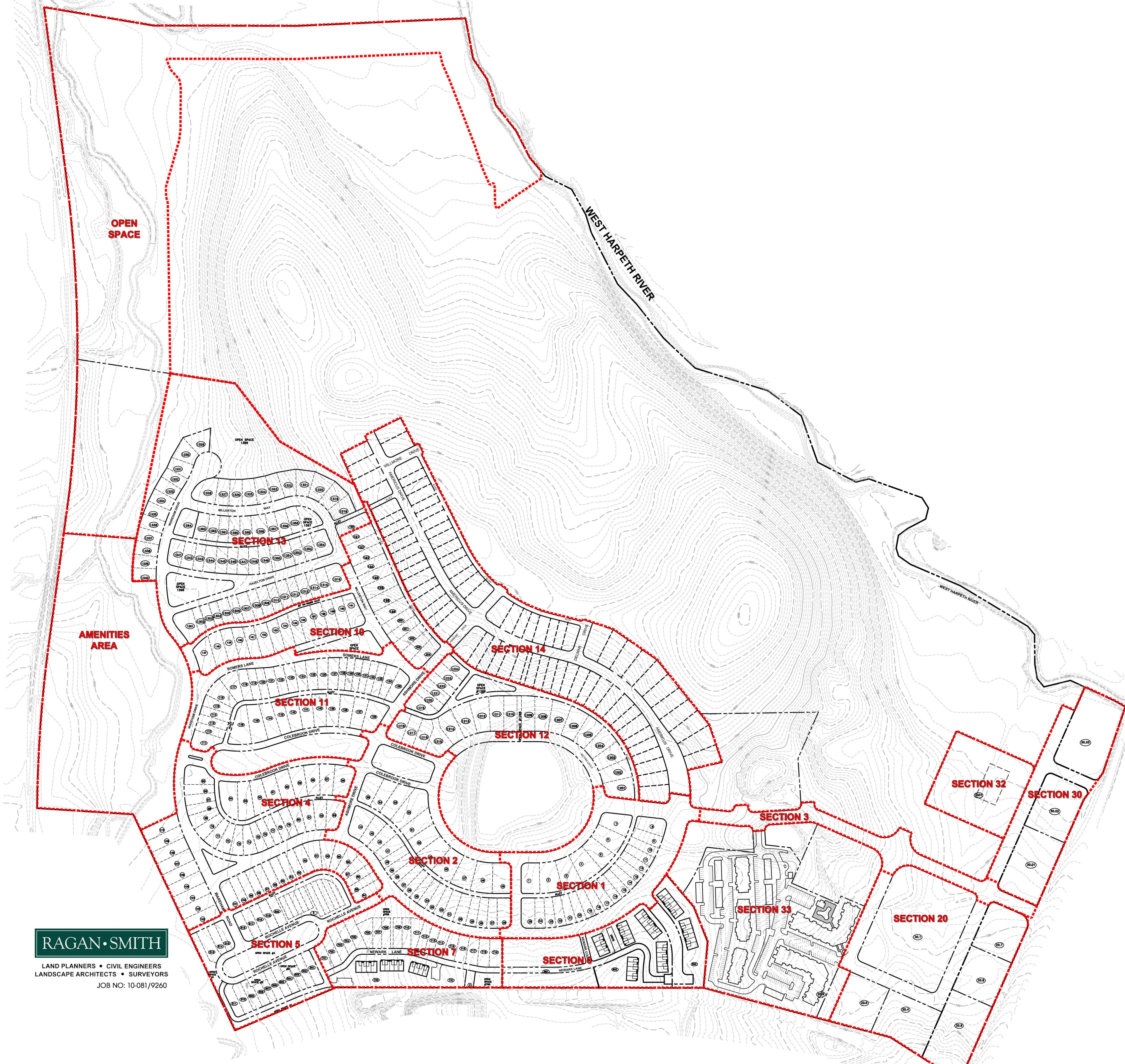
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*Mayor*

APPROVED AS TO FORM AND LEGALITY:

---

*Town Attorney*



SCALE: 1"=200  
June 17, 2014

# Phasing Plan

**RAGAN • SMITH**  
LAND PLANNERS • CIVIL ENGINEERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
JOB NO: 10-081/9260

**TOLLGATE**  
*Village*

Town of Thompson's Station,  
Williamson County, Tennessee

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

M

EMO

**DATE:** June 5, 2017  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** Bridgemore Village 2B and 2C Dedication

---

The developer of the Bridgemore Village subdivision within Phase 2B and 2C has requested the Town's acceptance of all infrastructure within these phases. All improvement within these sections are fully complete including final topcoat of pavement.

If accepted, the Town would be assuming responsibility for all public infrastructure within the development including storm drains, roadways, sidewalks, alleyways and wastewater facilities. The Town accepted Phase 1 and 2A in April 2017.

Maintenance surety amounts are being recommended as follows:

Phase 2B –  
Roads, Drainage, and Erosion Control     \$23,000  
Wastewater Collection System             \$19,300

Phase 2C –  
Roads, Drainage, and Erosion Control     \$43,200  
Wastewater Collection System             \$24,800

These amounts will be held in place for one year to ensure infrastructure is performing as expected.

Private technology easements are shown on the plats within the phases. It is the recommendation that the applicant file a quit-claim deed that will transfer any and all property rights regarding these easements over to the Town. In addition, there exists an easement under the roads and public rights of way. This easement is extinguished upon dedication of the rights of way when the accepting entity objects to the easement.

**BOMA Action:**

**Approve the request for acceptance of infrastructure in Phases 2B and 2C in the Bridgemore Village subdivision, set maintenance surety amounts as recommended, object to the Road Easement, and require the applicant to file a quit-claim deed regarding the private technology easements.**



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

M

EMO

**DATE:** June 7, 2017  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** Tollgate Village 1-13 Dedication

---

The developer of the Tollgate Village subdivision has requested the Town's acceptance of all infrastructure within phases 1-13 (Note: Phases 8 and 9 were skipped in the phasing sequence). All improvement within these phases are fully complete including final topcoat of pavement.

If accepted, the Town would be assuming responsibility for all public infrastructure within the development including storm drains, roadways, sidewalks, alleyways and wastewater facilities. This is the first request for dedication within Tollgate Village.

Maintenance surety amounts are being recommended as follows:

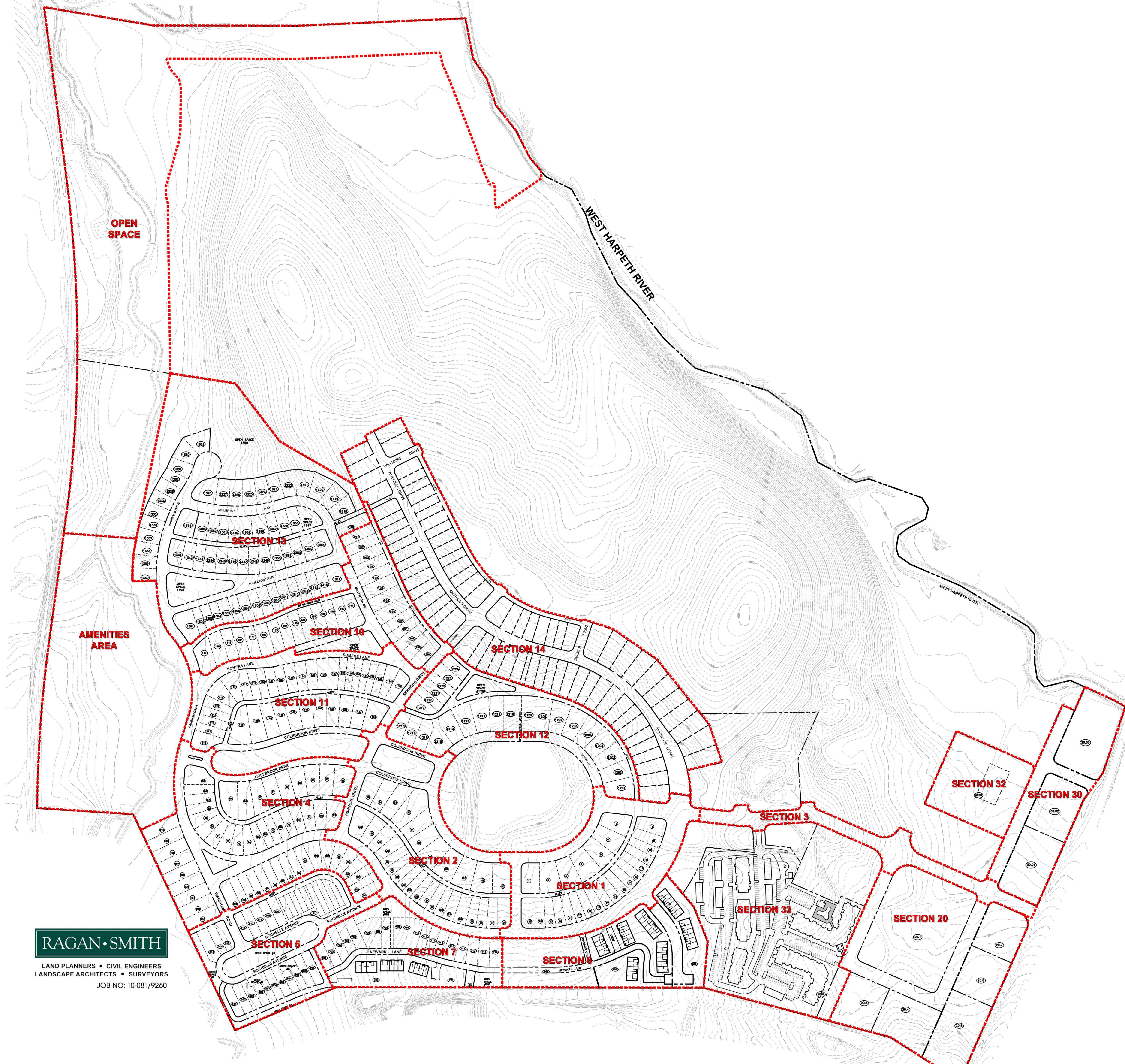
Phases 1-7 and 10-11 – Roads, Drainage, and Erosion Control	\$100,000
Phase 12 – Roads, Drainage, and Erosion Control	\$29,400
Wastewater Collection System	\$9,500
Phase 13 – Roads, Drainage, and Erosion Control	\$91,400
Wastewater Collection System	\$38,000

These amounts will be held in place for one year to ensure infrastructure is performing as expected.

Private technology easements are shown on the plats within the phases. It is the recommendation that the applicant file a quit-claim deed that will transfer any and all property rights regarding these easements over to the Town. In addition, there exists an easement under the roads and public rights of way. This easement is extinguished upon dedication of the rights of way when the accepting entity objects to the easement.

**BOMA Action:**

**Approve the request for acceptance of infrastructure in Phases 1-13 of the Tollgate Village subdivision, set maintenance surety amounts as recommended, object to the Road Easement, and require the applicant to file a quit-claim deed regarding the private technology easements.**



SCALE: 1"=200  
June 17, 2014

# Phasing Plan

**RAGAN • SMITH**  
LAND PLANNERS • CIVIL ENGINEERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
JOB NO: 10-081/9260

**TOLLGATE**  
*Village*

Town of Thompson's Station,  
Williamson County, Tennessee



## Thompson's Station B.O.M.A Request

RE: We would like to present to the board a request to use the existing paid for wastewater taps allocated for use in the Canterbury Development for a new parcel adjacent to the original master planned community.

The original master plan for Canterbury consisted of 1109 lots in which wastewater taps were purchased by Preston Ingram and allocated for use in this community. Since that time land totaling 38.5 acres were sold for the development of the MARS site. The Canterbury master plan was adjusted to total 816 lots leaving an excess of 293 wastewater taps not currently planned for use. The proposed expansion site connected on the south-eastern borders of the Canterbury community totaling 102.07 acres for the use of up to 228 units in which sewer taps will be needed. The northern part of the site will be developed in continuation with Canterbury by the current developer. The southern area of the site will be developed and constructed by TSSFR Residential Partners LLC. In which Preston Ingram is an owner. The southern site would not be directly affiliated with the current Canterbury HOA.

Additionally we are requesting to transfer 2 sewer taps to Tim Hill and family for use on properties that they currently own and have planned for a gas station pending town approval. The site is located near Canterbury and will allow for the site to be developed to serve the residents in this area.

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

M

EMO

**DATE:** June 5, 2017  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** Tap Reallocation Request

---

In 2006, the Town of Thompson's Station entered in to an agreement for the assignment and guarantee of sewer capacity with Hood Development LLC. The capacity guarantee is for 1,109 EDU's and is specific for the developer's use within the Fields of Canterbury subdivision.

A portion of the original footprint of Canterbury was purchased by Mars Petcare in 2011/12 that reduced the project acreage by 38.5 acres. This purchase changed the masterplan of the development and left roughly 293 EDU's unused.

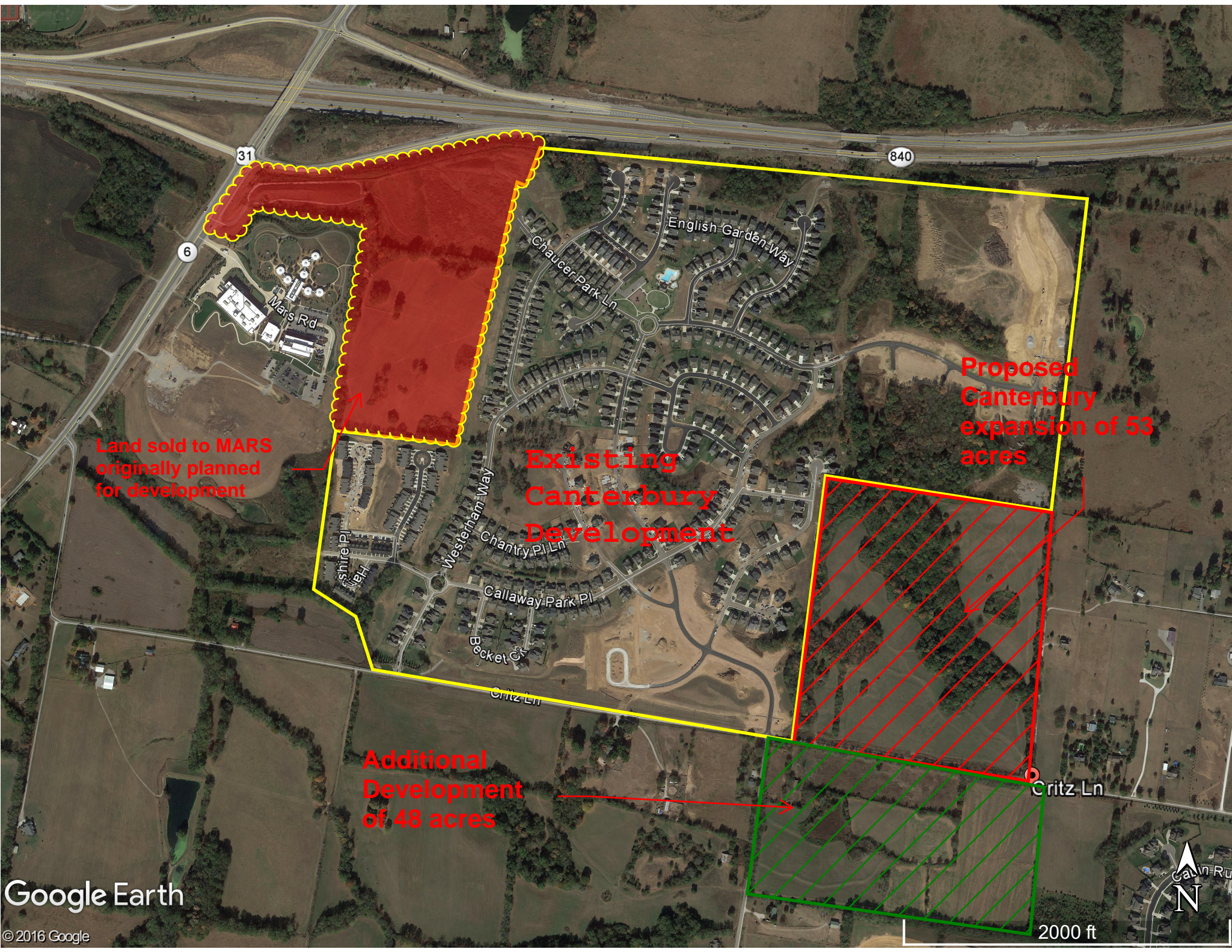
The developer has submitted a request to utilize these unused taps through the expansion of Canterbury to the southeast and for the transfer of taps to potential nearby projects. The proposal includes a 53-acre parcel that is immediately adjacent to Canterbury and is planned to be incorporated into the existing subdivision. A second parcel containing 48 acres on the south side of Critz Lane is to be developed as a separate project by TSSFR Residential Partners LLC. Lastly, a third request is for two taps to be transferred to the Hill Family for use at a project at the intersection of Critz Lane and Columbia Pike.

The original agreement approved by the Town in 2006 is clear that the tap allocation was to be used for the Fields of Canterbury project. As proposed, the request would require a modification of this agreement for the ability of these taps to be transferred to alternate projects. (Note: This is different from the recent approved tap request by C&L Development that clarified their original agreement since their agreement referred to "project or projects".)

It is reasonable to allow the developer to use the previous allocation to expand the existing Canterbury development to the 53-acre parcel. However, the other requests for the 48-acre site and the two taps for the Hill Family should only be considered if the Board is willing to allow similar transfer requests in the future. The BOMA should adhere to the original agreements as closely as possible and continue to work to acquire sufficient disposal capacity in order to begin approving new tap allocations as they are requested.

**BOMA Action:**

**Approve the request that the existing tap allocation of Hood Development LLC can be utilized for the proposed expansion of the Fields of Canterbury to the 53-acre parcel as shown on the aerial map provided. All additional requests included in the proposal are denied.**



Land sold to MARS originally planned for development

Existing Canterbury Development

Proposed Canterbury expansion of 53 acres

Additional Development of 48 acres



**AGREEMENT FOR ASSIGNMENT AND GUARANTEE  
OF SEWER CAPACITY**

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

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

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

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

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

**Definitions**

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

THEREFORE, the Developer, Town and Owner agree to the following:

**Exhibit C**



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

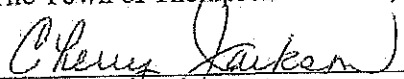
2. The Town and Owner do hereby assign, convey and allocate capacity rights under the Sewer Agreement to provide immediate guaranteed capacity of 1,109 EDU's in the WWTP to the Developer for use in Canterbury. The Town and Owner acknowledge and agree that such rights may be assigned, in whole or in part,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


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

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

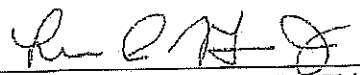
THIS AGREEMENT IS EXECUTED ON THIS 20<sup>th</sup> DAY OF November, 2006.

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

  
By: Cherry Jackson, Mayor

  
By: Hood Development LLC by Scott Saker

TS BASIN BUILDERS, LLC (Owner)

  
By: Leon C. Heron, Jr., Chief Manager  
LCH

**RESOLUTION NO. 2017-010**

**A RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TENNESSEE VALLEY  
PAVING CO., INC. FOR THE PAVING OF PANTALL ROAD.**

WHEREAS, the Town has advertised and accepted bids for a project to pave Pantall Road (the "Project"); and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to enter into an agreement with **Tennessee Valley Paving Co., Inc.** to construct and complete the Project for an amount not to exceed **\$316,699.64** and to authorize the Mayor to sign said agreement.

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

That the Town Attorney shall prepare a Contract between the Town of Thompson's Station, and **Tennessee Valley Paving Co., Inc.** for the Project for an amount not to exceed \$316,699.64 and that the Mayor is hereby authorized to execute said agreement on behalf of the Town.

RESOLVED AND ADOPTED this \_\_\_\_ day of April, 2017.

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

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Todd Moore, Town Attorney

Pantall Road Repaving  
May 2017

**TOWN OF THOMPSON'S STATION**

**BID DOCUMENTS  
FOR**

**PANTALL ROAD REPAVING  
May 2017**

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

Prepared by:  
Steven Clifton, PE  
PO BOX 433  
Thompson's Station, Tennessee 37179

Pantall Road Repaving  
May 2017

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Pantall Road Repaving  
May 2017

**Notice to Bidders**

The Town of Thompson's Station, Tennessee is accepting sealed written bids for a Contractor for the 1.28 MILES of repaving for Pantall Road in Thompson Station.

Bid documents shall be obtained beginning at 10 AM, Monday, May 15, 2017 at Town Hall, located at 1550 Thompson's Station Road West, Thompson's Station, TN 37179

Bids will be due at Town Hall, located at 1550 Thompson's Station Road West, Thompson's Station, TN 37179 by 2 PM Friday June 2, 2017, at which time they will be opened. The Town reserves the right to reject any and all bids.

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

Pantall Road Repaving  
May 2017

## **INSTRUCTIONS TO BIDDERS**

### Terms

Owner; Town of Thompson's Station, Tennessee

Engineer; Steven Clifton, PE

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

One complete set of the Bid Documents will be provided. Additional sets may be copied at 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.

Pantall Road Repaving  
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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.

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.

Pantall Road Repaving  
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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.

#### 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.

Pantall Road Repaving  
May 2017

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.

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.

Pantall Road Repaving  
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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.

#### 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

Pantall Road Repaving  
May 2017

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.

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May 2017

**DRUG-FREE WORKPLACE AFFIDAVIT**

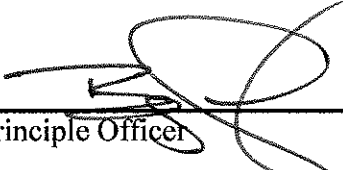
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

The undersigned, principal officer of TENNESSEE VALLEY PAVING CO., INC. 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 TENNESSEE VALLEY PAVING CO., INC. (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 TENNESSEE

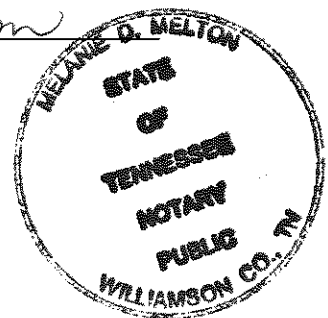
COUNTY OF WILLIAMSON

Before me personally appeared Bryan Derryberry, 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 25<sup>th</sup> day of May, 2017.

Melanie Melton  
Notary Public

My commission expires: 6-24-2018





Pantall Road Repaving  
May 2017

### **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 1.28 miles more or less.

A price adjustment for bituminous material shall be provided for using TDOT SPECIAL PROVISION 109B.

The project shall be substantially complete within 30 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 Engineer 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 Engineer in writing as square footage of areas to be undercut and removed.

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.

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 finished grade of in place pavement. Dispose of removed material in accordance with applicable laws.

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May 2017

The materials and work for undercut and removal of unsuitable areas, placement of mix in undercut areas, leveling (or scratch) course (CS mix) and mineral aggregate for shoulders will be bid using a base amount and will also include a unit price amount for adjustments to quantities and cost for actual work (more or less than base bid amount).

Asphalt Pavement: Apply tack coat to surface of area to be paved at a rate of 0.05 gallon per square yard. Apply leveling course or scratch course (CS-mix). Apply tack coat. Apply 2 ½" binder course (B-M2). Apply tack coat. Apply 1 ½" surface course (E-mix).

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.

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 on the following quantities of materials, complete and in place for the work.

Mobilization and traffic control (lump sum)	1 lump sum
Site Preparation (shoulders clipped & cleaned, lump sum)	1 lump sum
Undercut and removal of unsuitable areas base bid amount	1 Ton
Undercut and removal of unsuitable areas base bid amount, adjustment unit price	per Ton
ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A (TDOT Item No. 307-01.01) For Undercut & Sub-base Repair, base bid amount	5 Ton
ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A (TDOT Item No. 307-01.01) For Undercut & Sub-base Repair adjustment unit price	per Ton
ASPHALT CONCRETE MIX (PG64-22) GRADING CS (TDOT Item No. 307-01.15) Leveling Course (scratch course) base bid amount	355 Ton
ASPHALT CONCRETE MIX (PG64-22) GRADING CS (TDOT Item No. 307-01.15) Leveling Course (scratch course) adjustment unit price	per Ton
ASPHALT CONCRETE MIX (PG64-22) GRADING B-M (TDOT Item No. 307-01.07) 2 ½" Binder Course	2,496 Ton
ACS MIX (PG64-22) GRADING E (TDOT Item No. 411-01.11) 1 ½" Wearing Surface	1,425 Ton
BITUMINOUS MATERIAL FOR TACK COAT (TC) (TDOT Item No. 403-02) 0.05 gal / SY	7.6 Ton
MINERAL AGGREGATE (FOR SHOULDERS) (TDOT Item No. 303-01) 4 ½" depth x width varies (base bid)	164 Ton
MINERAL AGGREGATE (FOR SHOULDERS) (TDOT Item No. 303-01) 4 ½" depth x width varies; adjustment unit price	per Ton

**Pantall Road Repaving  
May 2017**

**PAINTED PAVEMENT MARKING (4" LINE)  
Double Solid Yellow Line (center line)**

**1.28 L.M.**

**PAINTED PAVEMENT MARKING (4" LINE)  
Single Solid White Line (edge lines – each side)**

**1.28 L.M.**

**Bid amounts shall be provided on the Bid Form.**

Pantall Road Repaving  
May 2017

**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

**ENGINEER:** Steven Clifton, PE  
PO Box 433  
Thompson's Station, Tennessee 37179

**PROJECT:** Pantall Road 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) AD 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.

Pantall Road Repaving  
May 2017

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 (30) 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.

**BASE BID:**

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.

Total

Mobilization and traffic control (lump sum)		<u>3,000<sup>-</sup></u>
Site Preparation (shoulders clipped & cleaned, lump sum)		<u>4,500<sup>-</sup></u>
Undercut and removal of unsuitable areas base bid amount	1 Ton	<u>400<sup>-</sup></u>
ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A (TDOT Item No. 307-01.01) For Undercut & Sub-base Repair, base bid amount	5 Ton	<u>1,000<sup>-</sup></u>
ASPHALT CONCRETE MIX (PG64-22) GRADING CS (TDOT Item No. 307-01.15) Leveling Course (scratch course) base bid amount	355 Ton	<u>24,850<sup>-</sup></u>
ASPHALT CONCRETE MIX (PG64-22) GRADING B-M (TDOT Item No. 307-01.07) 2 1/2" Binder Course	2,496 Ton	<u>161,840<sup>64</sup></u>
ASPHALT CONCRETE MIX (PG64-22) GRADING E (TDOT Item No. 411-01.11) 1 1/2" Wearing Surface	1,425 Ton	<u>101,403<sup>-</sup></u>
BITUMINOUS MATERIAL FOR TACK COAT (TC) (TDOT item No. 403-02) 0.05 gal / SY	7.6 Ton	<u>5,320<sup>-</sup></u>
PAINTED PAVEMENT MARKING (4" LINE) Double Solid Yellow Line (center line)	1.28 L.M.	<u>4,480<sup>-</sup></u>
PAINTED PAVEMENT MARKING (4" LINE) Single Solid White Line (edge lines - each side)	1.28 L.M.	<u>4,480<sup>-</sup></u>
MINERAL AGGREGATE (FOR SHOULDERS) (TDOT item No. 303-01) 4 1/2" depth x width (varies) base bid amount	164 Ton	<u>2,952<sup>-</sup></u>
Performance Bond		<u>2,474<sup>-</sup></u>

Pantall Road Repaving  
May 2017

Unit price items for adjustment to Base Bid as necessary

The quantity necessary to complete the work may vary for these following Unit Price items. The actual pay amount may be adjusted based (more or less) on the actual quantities used for the following items. Quantities shall be submitted to the Town Engineer daily. If the prices for adjustment vary based on additional work (add) or less work (deduct) the contractor shall include both the amounts for the unit price items (add & deduct).

Undercut and removal of unsuitable areas base bid amount, adjustment unit price	<u>400<sup>00</sup></u> per Ton
ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A (TDOT Item No. 307-01.01) For Undercut & Sub-base Repair adjustment unit price	<u>200<sup>00</sup></u> per Ton
ASPHALT CONCRETE MIX (PG64-22) GRADING CS (TDOT Item No. 307-01.15) Leveling Course (scratch course) adjustment unit price	<u>70<sup>00</sup></u> per Ton
MINERAL AGGREGATE (FOR SHOULDERS) (TDOT Item No. 303-01) 4 1/2" depth x width varies; adjustment unit price	<u>18<sup>00</sup></u> per Ton

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):

\$ 316,699<sup>64</sup>

Three hundred sixteen thousand six hundred and 64 /100ths  
Dollars and ninety nine

This bid is submitted by:

Authorized Signature:  Date 5-25-2017  
Type or print

Name and Title: Bryan Derryberg V.P.  
On behalf of

Name of Bidder: TENNESSEE VALLEY PAVING CO. INC.

Bidder's Address: 135 OLD CARTERS CREEK PIKE  
FRANKLIN, TN 37064

Bidder's Telephone Number: 615-794-2351

PROJECT: Town of Thompson's Station  
Pantall Road Repaving

Pantall Road Repaving  
May 2017

## **PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

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



Pantall Road Repaving  
May 2017

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.

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

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EMO

**DATE:** June 8, 2017  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** Employee Retirement Plan Renewal

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Town Staff was contacted earlier this year by Acuff & Associates regarding our vesting schedule for our employee retirement plan. They informed us that tax reporting requirements on 457 plans that included graduated vesting schedules were becoming overly burdensome for those entities. When the Town adopted our retirement plan the vesting schedule showed a five-year buildup that increased 20% each year the employee remained with the Town (year 1 = 20%, year 2 = 40%, year 3 = 60% etc). Acuff advised us of two options. The first begin to eliminate the vesting schedule all together and allow employees to be 100% vested from day one. The other being a cliff schedule where a certain number of years of service would be required prior to vesting taking effect.

The documents presented show a cliff schedule that require three years of service prior to vesting. All other components of the plan remain identical to the original adoption including the maximum 5% salary match for participating employees.

It is also important to note that the vesting change will only impact new employees moving forward as all existing employees were granted 100% vesting when the plan was implemented.

**BOMA Action:**

**Approve the restated Adoption Agreement that establishes the Town's 457 Retirement Plan with the only amendment being the revised vesting component.**



# TOWN OF THOMPSON'S STATION INTERNAL CONTROL MANUAL

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# Internal Control Manual

## 2 INTRODUCTION

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The Town of Thompson's Station has the responsibility to its taxpayers, ratepayers and constituents to be good stewards of public monies and property. In our efforts to serve the public as town officials or employees, the Town established this Internal Control Manual using widely recognized best practices and state and federal directives, where possible, within the constraints of available resources.

State of Tennessee statutes require the Comptroller's Office, Department of Audit to prescribe uniform accounting systems for entities that handle public funds. Those statutes require public officials to adopt and use the system designated by the Comptroller's Office. The Tennessee Legislature amended TCA Section 9-2-102 in 2015 to require local governments to establish and maintain internal controls in accordance with guidance issued by the U.S. Government Accountability Office (GAO). The guidance is titled *Standards for Internal Control in the Federal Government* (Green Book). The Green Book follows the format developed by the Committee of Sponsoring Organizations (COSO) which has been the gold standard of internal control for all entities except the federal government for several years.

The internal control system consists of three objectives and 5 main components. Within the 5 components there are 17 principles that apply to certain components. The state considers the 5 elements mandatory and the 17 principles are optional. The Town of Thompson's Station has chosen to only address the minimum requirements of the state in this manual however the 17 principles from the Green Book are presented below for informational purposes and to help explain the 5 components.

### **THREE (3) OBJECTIVES OF INTERNAL CONTROLS:**

1. Reporting – reliability
2. Operations – effective and efficient
3. Compliance – compliant with applicable laws, regulations, contracts and grant agreements

### **FIVE (5) MAIN COMPONENTS OF INTERNAL CONTROLS THAT ARE REQUIRED TO BE ADDRESSED:**

1. Control Environment
2. Risk Assessment
3. Control Activities
4. Information and Communication
5. Monitoring

The purpose of this manual is to ensure that the objectives of reporting and compliance are established. (The operational objective will be addressed at a later time.) The policies to achieve the objectives are derived from various financial best practices, state and federal laws, and regulations and policies may be developed to suit specific needs of city functions and resources. Detailed procedures are then developed and documented as a means for cities to comply with its established policies.

Figure 3: The Five Components and 17 Principles of Internal Control:

**CONTROL ENVIRONMENT:**

1. The oversight body and management should demonstrate a commitment to integrity and ethical values.
2. The oversight body should oversee the entity's internal control system.
3. Management should establish an organizational structure, assign responsibility, and delegate authority to achieve the entity's objectives.
4. Management should demonstrate a commitment to recruit, develop, and retain competent individuals.
5. Management should evaluate performance and hold individuals accountable for their internal control responsibilities.

**RISK ASSESSMENT:**

6. Management should define objectives clearly to enable the identification of risks and define risk tolerances.
7. Management should identify, analyze, and respond to risks related to achieving the defined objectives.
8. Management should consider the potential for fraud when identifying, analyzing, and responding to risks.
9. Management should identify, analyze, and respond to significant changes that could impact the internal control system.

**CONTROL ACTIVITIES:**

10. Management should design control activities to achieve objectives and respond to risks.
11. Management should design the entity's information system and related control activities to achieve objectives and respond to risks.
12. Management should implement control activities through policies.

**INFORMATION AND COMMUNICATION:**

13. Management should use quality information to achieve the entity's objectives.
14. Management should internally communicate the necessary quality information to achieve the entity's objectives.
15. Management should externally communicate the necessary quality information to achieve the entity's objectives.

**MONITORING:**

16. Management should establish and operate monitoring activities to monitor the internal control system and evaluate the results.
17. Management should remediate identified internal control deficiencies on a timely basis.

Source: GAO. GAO-14-704G.

### 3 CONSIDERATIONS IN DEVELOPMENT OF INTERNAL CONTROL

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Internal control is defined as a process effected by an entity's oversight body, management, and other personnel that provides reasonable assurance the city's objectives will be achieved. Before developing its Internal Control System (ICS), the city as a whole and each department should determine its mission, strategic goals and objectives, and then formulate a plan to achieve those objectives. The internal controls are policies and procedures put in place to help achieve those goals and objectives. By describing how a city/department expects to meet its various goals and objectives by using compensating controls to minimize risk, the entire city becomes more aware of expectations. Each department's internal control plan will be unique; however it must be based on policies included in this guide which incorporates or references to other comprehensive state, federal or standard setting agency policies that have been adopted. (Exhibits of excerpts from the Comptroller's Audit Manual listing TCA codes and Attorney General Opinions related to local governments are at the end of this manual).

Consistent monitoring of all components will ensure that the ICS (which must be reviewed and updated at least annually) is updated whenever changing conditions justify.

Since a city's/department's policies and procedures are the control activities for its internal control plans, it is important that they be reviewed in conjunction with the plans and referenced where appropriate. Everyone in the city has a responsibility to ensure that internal controls operate effectively.

As directed by T.C.A. 9-18-102 (a) and in accordance with the guidance issued by Tennessee Comptroller's Office, the city has adopted this internal control manual. It is critical to note that the development and operation of the internal control system involves everyone in the organization. As such, management must ensure that the manual is shared with all of its employees. The manual is a work in process and will be assessed periodically.

The following sections document the 5 components of internal control and significant financial and compliance areas that are deemed high risk (*for the purpose of this example manual*).

#### **3.1 THE GREEN BOOK STATES DOCUMENTATION IS MANAGEMENT'S RESPONSIBILITY:**

**3.09** *Management develops and maintains documentation of its internal control system.*

**3.10** *Effective documentation assists in management's design of internal control by establishing and communicating the **who, what, when, where, and why** of internal control execution to personnel. Documentation also provides a means to retain organizational knowledge and mitigate the risk of having that knowledge limited to a few personnel, as well as a means to communicate that knowledge as needed to external parties, such as external auditors.*

## 4 FIVE COMPONENTS OF INTERNAL CONTROL

---

### 4.1 CONTROL ENVIRONMENT

#### Overview

The control environment is the foundation for **all** other components of internal control, providing discipline and structure. Moreover, management establishes the tone at the top regarding the importance of internal control and expected standards of conduct, and reinforces expectations at various levels. Control environment factors include the integrity, ethical values and competence of the town's personnel; the way management assigns authority and responsibility, and organizes and develops its personnel; and the attention and direction provided by the governing body.

#### OBJECTIVES

1. The governing body and management should conduct business with integrity and ethical behavior.
2. Provide direction and oversight for town's internal control system.
3. Hire qualified and competent management.
4. Establish structure, authority and responsibility and hold individuals accountable for internal control responsibilities

#### Policies

1. A personnel rules and regulations manual has been implemented.
2. The governing body also uses the budget process as a means of oversight.

#### Procedures

##### Procedures for policy 1

- Detailed job descriptions with minimum job requirements are in place. The minimum job requirements are based on like positions in similar governments.
- Hiring procedures prohibit hiring anyone who does not meet the minimum job requirements.



## 4.1 Control Environment (Continued)

### Procedures for policy 2

- Staff and elected officials hold budget workshops prior to preparation of the budget
- Revenues and expenditures are estimated using recent history and current growth indicators along with any current relevant information.
- A budget ordinance is prepared for first reading at the May board meeting and the second reading to be heard at the June meeting.
- The required public notice will be placed in the local newspaper 7 days after the first ordinance reading and must be placed no less than 10 days prior to second (final) reading.
- Actual versus budget results are reviewed each month during BOMA meetings.

## 4.2 RISK ASSESSMENT

### Overview

Town officials and management assess risk of operations continually. The Town has chosen to transfer the most common types of risk through the purchase of the following types of insurance:

- Property and Casualty
- Liability
- Worker Compensation

There are risks we cannot anticipate or know about and as it relates to financial and compliance issues we have assessed the following areas and identified certain risks that we feel need to be addressed by the development of internal control policies and procedures. Internal controls will not eliminate all risk but will help reduce risk to gain reasonable assurance that reporting and compliance objectives are being met.

## Objectives

1. **Collections** are complete, timely and accurate.
2. **Disbursements** are for a valid town purpose and properly recorded.
3. **Assets** are properly safeguarded.
4. Town is in **compliance** with contractual, local, state and federal laws and regulations.

## 4.2 Risk Assessment (Continued)

### Risk

#### Objective 1

1. Collections could be lost or misappropriated.
2. Collections could be recorded improperly.
3. Collections may not be deposited in the bank and recorded timely.

### Risk

#### Objective 2

1. Disbursements could be unauthorized.
2. Disbursements could be for personal items.
3. Disbursements could be made for items never received.

### Risk

#### Objective 3

1. Bank balances may be inaccurate due to failure to reconcile bank accounts.
2. Capital assets or inventory items could be missing.
3. Inventory is not available when needed.

The significant areas of risk are identified above and policies and procedures will be documented in the **next section** to explain how the town plans to put internal controls in place to help reduce some of the risks associated with these area of operations.

## 4.3 CONTROL ACTIVITIES

### Overview

This section is where the detailed procedures will be documented. The objectives, policies and implemented procedures will be described for each of the significant areas identified in the Risk Assessment section.

#### 4.3.1 General Collections

##### Objectives

1. Collections are complete, timely and accurate.
2. Collections are safeguarded.
3. Collections should be recorded accurately and timely in the accounting system.

##### Policies

###### Objective 1

1. A receipt will be issued for each collection made.
2. All funds will be deposited within three business days of receipt.
3. There will be no checks or cash left out of a deposit. If there is a question as to how it should be processed, it will be deposited as miscellaneous revenue in the General Fund to be resolved later.

##### Procedures

###### Procedures for policies 1-3

- Checks are collected and deposited by the Finance Director.
- The Finance Director will reconcile the deposit records and bank statements monthly. Receipts will be reviewed for accurate amounts and other required information.

### 4.3.1 General Collections (Continued)

#### Policies

##### Objective 2

4. Deposits are secured until transport to bank.
5. At no time will cash be left out in the open unattended.
6. Employees are prohibited from comingling town assets with personal assets.

#### Procedures

##### Procedures for policies 4-6

- All deposits (cash and checks) will be secured by the Finance Director
- All computer passwords will be changed periodically and access to collection, adjustment, voiding and other administrative functions will be restricted.
- The Finance Director will reconcile bank statements on a monthly basis.

#### Policies

##### Objective 3

7. Chart of accounts codes will be reviewed on a regular basis.
8. Collections are posted to the general ledger by the Finance Director.

#### Procedures

##### Procedures for policies 7-8

- The Finance Director will reconcile deposit slips and bank statements on a monthly basis.

### 4.3.2 General Disbursements

#### Objectives

1. Disbursements are for a valid town purpose and necessary.
2. Disbursements are timely.
3. Disbursements are accurately coded and recorded in the accounting system.
4. Disbursements are legally appropriated.

#### Policies

##### Objective 1 and 2

1. Checks are written as required to ensure invoices are paid timely.
2. All checks require two signatures.
3. All checks have documentation attached at the time of signing.

#### Procedures

##### Procedures for policies 1-3

- Invoices and other supporting documentation is reviewed and approved by the Town Administrator and included with checks during the signing process.
- Checks require two signatures, at least one of which is either the Town Administrator or Finance Director.

### 4.3.2 General Disbursements (continued)

#### Policies

##### Objective 3 and 4

4. The Town uses a computerized accounts payable system.
5. Budget availability is verified by the Finance Director.

#### Procedures

##### Procedures for policies 4-5

- Accounting software provides proper accounting for disbursements through automated processes.
- Monthly review of actual to budget ensures only appropriated funds are available for disbursements.

### 4.3.2.1 Payroll disbursements and payroll liabilities

#### Objectives

1. Disbursements for payroll are documented
2. Disbursements for payroll are accurate and proper
3. Disbursements for payroll are timely

#### Policies

##### Objective 1

1. Each employee has a payroll file that includes Master Pay Forms, withholding forms, and authorizations for all other payroll deductions.
2. Detail Payroll Summaries will be maintained for each payroll run.

### 4.3.2.1 Payroll disbursements and payroll liabilities (Continued)

#### Procedures

##### Procedures for policies 1-2

- The Finance director will maintain a payroll file for each employee
- Master Pay Forms will be completed during each employee's annual review by the Town Administrator. These original forms will be given to the Finance Director to be maintained in the payroll file.
- For each payroll run, detail Payroll Summaries will be maintained by the Finance Director. These Payroll Summaries will include timesheets and any documentation for changes in rates.

#### Policies

##### Objectives 2-3

3. Payroll information is submitted to the Town's payroll processor, iNova for each of the scheduled bi-weekly and quarterly payrolls.

#### Procedures

##### Procedures for policy 3

- The Finance Director will input payroll information in to the payroll processing system.
- The payroll is pre-processed and the resulting payroll register is reviewed by the Town Administrator.
- Upon approval of the payroll register, the payroll is submitted for processing.
- If payrolls are not submitted on time, iNova will contact the Town to inquire.

### 4.3.3 Safeguarding of Assets

#### Objectives

1. Ensure town assets are properly valued and protected.
2. Ensure Cash, Accounts Receivable and other asset accounts are reconciled.
3. Ensure city assets are protected against loss, misappropriation or theft.

#### Policies

##### Objectives 1-3

1. All bank account statements (checking, savings, investments, etc.) are reconciled to the municipal general ledger accounts within 15 days of the date of the statement.
2. Bank accounts are maintained in banks participating in the State Collateral Pool and are classified on the records of the bank as "Public".
3. All bank accounts are held in financial institutions under the municipality's name.
4. All checks from any bank account requires two signatures.

#### Procedures

##### Procedures for policies 1-4

- Bank accounts are reconciled by the Finance Director monthly before presentation of the financial statements to BOMA, which occurs on the second Tuesday of each month.
- All bank accounts are in the name of the town
- All checks from the two operating accounts require two signatures, one of which is the Town Administrator or Finance Director.



## 4.4 INFORMATION AND COMMUNICATION

### Overview

Management has the responsibility to adequately communicate and provide information to both internal and external parties. It is important that employees know the objectives, policies and procedures management has established and what the expectations are for internal controls. External stakeholders also seek information regarding objectives and reliable financial information.

#### Objectives

1. Necessary quality information for achieving the entity's objectives is available and used.
2. Necessary quality information for achieving the entity's objectives is internally communicated by management.
3. Necessary quality information for achieving the entity's objectives is externally communicated by management.

#### Policies

1. Information maintained in a format should be communicated in that same format. For example, if the general ledger is maintained on computer, the monthly budget to actual reports should be provided through a computer generated report from that software package.
2. Reliable and accurate quality information from municipal internal sources must be communicated to the people who need it in a timely and useful format.

## 4.4 Information and Communication (Continued)

### Procedures

#### Procedures for policy 1

- Review and document the information requirements to achieve key objectives and address the risks of the government.
- Review and document changes that occur in the local government's objectives and the related changes in information requirements.
- Identify and evaluate the reliability and timeliness of relevant data from both internal and external sources.
- Review and evaluate whether data has been processed into quality information that allows management to make informed decisions and evaluate whether the local government is achieving its objectives

#### Procedures for policy 2

- Management has communicated the types of information required to achieve objectives and address risks.
- All internal control documents and related reports will be available to all staff in an appropriate method based on confidentiality and relevance to job responsibilities.
- The appropriate information delivery system has been determined (e.g. email, written memo, staff meetings, etc.) for changes and updates.
- Reports containing personally identifiable information or other protected or confidential information will be made available through communication methods that restrict internal and external access.
- As needed staff training meetings and new employee orientation, with relevant handouts and manuals, will be used to reinforce memo, email, intranet, and restricted communications.

## 4.5 MONITORING

### Overview

The internal control system changes as technology, staff, objectives and policies change. Management is charged with continually monitoring the internal control system to determine if it is operating as it was designed to do and to insure the controls are being followed.

#### Objectives

1. To practice activities to monitor the internal control system and evaluate the results.
2. To address deficiencies noted in the internal control system in a timely manner.

#### Policies

1. To establish more efficient and effective operations over time.
2. To ensure accurate and reliable financial information is used in decision-making.

#### Procedures

##### Procedures for policies 1

- Determine whether to change the design of internal control or implement corrective actions to improve the operating effectiveness of internal control for differences that exist.
- Evaluate differences to determine if 1) changes in internal control have occurred but have not been documented, 2) internal control has not been properly implemented, or 3) internal control design changes are needed.

##### Procedures for policy 2

- All accounts with financial institutions (checking, savings, investment, etc.) will be reconciled to the general ledger within 15 days of receipt of any statement from the financial institution.
- The above reconciliation will include a listing of outstanding checks and will be reviewed by management.
- Reports comparing actual to budget amounts for revenues and expenditures (expenses) will be generated monthly and reviewed by those in a position of authority over financial operations.

# EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT MANUAL

Laws and Regulations - Section APP.D  
June 2015

## 4. Selected State Laws Affecting Municipalities

Municipalities must comply with federal, state, and local laws and regulations and charter and contract requirements. When determining which laws and regulations have a material direct or indirect impact on the financial statements, both quantitative and qualitative aspects must be considered. No one source summarizes all the applicable laws and regulations. The following list of references should be used only as a guideline in determining which state laws affect the municipality and should not be considered a comprehensive list of compliance features. These references do not necessarily represent the most significant laws, but represent areas in which recurring questions have arisen.

**Many municipalities have "Private Act" charters. The Private Acts of the State of Tennessee should be reviewed for these municipalities to assess compliance requirements.**

### Selected Tennessee Code Annotated References for Municipalities

#### Charters

Section 6-1-101	Mayor - Alderman
Section 6-18-101	City Manager - Commission
Section 6-30-101	Modified City Manager - Council

#### Books and Records

Section 6-56-201	Municipal budget law of 1982
Section 8-44-104	Minutes required, open for public inspection
Section 9-2-102	Uniform accounting system
Section 9-2-102	Books closed within two (2) months after fiscal year end <i>(GO TO DETAILED GUIDANCE – APP.D-9)</i>
Section 9-2-103 – 104	Consecutively prenumbered receipts required
Section 9-2-106	Violation of receipt requirements is a Class C misdemeanor
Section 9-18-102(a)	Government to establish internal controls (effective 6-30-2016)
Section 39-14-130	Destruction of valuable papers with intent to defraud
Section 39-16-504	Destruction of and tampering with governmental records
Section 66-29-113	Reporting abandoned property

#### Audits and Other Regulatory Reporting to Local Government Audit

Section 4-30-101	Local Government Electronic Technology Act of 2009
Section 6-54-903	Travel Policies – Filing Requirements
Section 6-56-105	Audits of municipalities
Section 8-4-109	Audits of governmental entities, Comptroller authorized
Section 8-4-115	Audit of Standardized Booking Procedures
Section 8-4-501 – 505	Local Government Instances of Fraud Reporting Act

APP.D-10

**EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT MANUAL**

Laws and Regulations - Section APP.D  
June 2015

**Audits and Other Regulatory Reporting to Local Government Audit (continued)**

Section 9-3-212	Duty to order and pay for audits
Section 9-3-405	Audit Committees
Section 12-9-101 – 112	Local Government Joint Venture Entity Reporting (see Section K of this manual for additional information)
Section 47-10-101 – 103	Uniform Electronic Transactions (audit contract and audit report)
Section 47-10-119	Filing of pre-implementation statement and post-implementation review for electronic business systems that provide for electronic records of signatures and/or authorizations
Section 54-4-203	Request to combine State Street Aid with General Fund
Section 68-221-1012	Reporting water loss

**Taxes**

Section 6-55-101	Collection and payment of tax
Section 6-55-201	Sale of real estate for delinquency
Section 6-55-301	Privilege tax
Section 8-21-107	Payment (receipt) of fees, fines, costs, etc. by credit card
Section 9-1-108	Collection of taxes with credit or debit card
Section 57-4-306	Mixed drink tax allocation of funds
Section 67-5-2005	Delinquent municipal real property tax certified to county trustees
Section 67-5-2404	Delivery of delinquent tax list to attorney

**Purchasing**

Section 6-54-107	Officers' interest in municipal contracts prohibited
Section 6-56-301	Municipal purchasing law
Section 12-2-407	Sale of surplus property to governmental entities and not-for-profit corporations
Section 12-3-1201	Purchases for local governmental units (by department of general services)
Section 12-3-1209	Contracts with professional persons
Section 12-4-101	Personal interest of officers prohibited
Section 12-4-107	Contracts for professional services - engineering
Section 39-16-105	Buying and selling in regard to offices held or elected to

**Investing and Banking**

Section 6-56-106	Authorized investments
Section 6-56-110	Deposits to be secured by collateral
Section 9-1-107	Investments—deposits exceeding insurance limits
Section 9-4-101	Collateral

APP.D-11

**EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT  
MANUAL**

Laws and Regulations - Section APP.D  
June 2015

**Debt**

Section 9-21-408 Interfund loans  
Section 9-21-601 Capital outlay notes  
Section 9-21-903 Refunding bond issues

**Disbursements**

Section 6-54-111 Appropriation of funds for nonprofit organizations  
*(GO TO LAW SUMMARY – APP.D-15)*  
Section 6-54-901 Reimbursement for expenses incident to holding office  
Section 6-56-111 Deposit within three working days–petty cash fund  
Section 6-56-111(c) Use of consecutively prenumbered checks  
Section 6-56-112 Expenditures for lawful municipal purpose  
Section 54-4-204 State street aid: Purposes for expending funds; Accounting

**Deficits and Unaccounted for Water**

Section 68-221-1010 Report filed with Water and Wastewater Financing Board  
Section 68-221-1012 Unaccounted for water

**Landfills/Solid Waste**

Section 68-211-835(g) Solid Waste Disposal Fees  
Section 68-211-874 Accounting

**Municipal Utilities**

Section 7-34-115 Disposition of revenue  
Section 7-35-401 Sewers and waterworks–authority granted  
Section 7-39-302 Municipal gas companies  
Section 7-52-101 Municipal electric plant law  
Section 7-52-401 Telecommunications Services  
Section 7-52-601 Cable Television, Internet and Related Services  
Sections 7-39-404, 7-52-118, 7-52-304, 7-52-404, and 7-52-606 In-lieu of tax payments

**Police and City Courts**

Section 8-4-115 Standardized procedures for booking of arrestees  
Section 18-1-105 Court Clerk – Duties  
Section 18-1-206 Disposal of physical evidence  
Section 39-16-609 Failure to appear

APP.D-12

**EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT  
MANUAL**

Laws and Regulations - Section APP.D  
June 2015

**Police and City Courts (continued)**

Section 39-17-420	Drug control fines and forfeitures, allowed use of drug funds, Comptroller's guidelines must be followed for confidential expenditures—fingerprinting equipment
Section 39-17-428	Mandatory minimum fines—allocation of proceeds
Section 39-17-505	Possession of gambling device or record—forfeiture
Section 39-17-1317	Confiscation and disposition of confiscated weapons
Section 39-17-1318	New serial numbers for confiscated firearms
Section 40-33-201	Application (procedures in confiscation – general)
Section 40-35-313	Expungement from official records
Section 53-11-201	Procedure in confiscation
Section 53-11-204	Disposition of proceeds
Section 53-11-415	Special revenue account for drug fund
Section 53-11-451	Goods subject to forfeiture –seizure–disposition
Section 55-8-198	Citations based on surveillance cameras
Section 55-10-204	Illegal cancellation of traffic citations
Section 55-10-207	Electronic citation fees – special revenue fund
Section 55-10-208	Uniform traffic citation form
Section 55-10-303	Disposition of collections
Section 55-10-306	Record of traffic cases—report of convictions to department
Section 55-10-403	Forfeiture of vehicles (DUI)
Section 55-16-101	Report of unclaimed vehicles
Section 55-50-502	Suspension of licenses
Section 55-50-503	Surrender of license

**Criminal Statutes**

Section 39-11-106	Definitions (criminal offenses)
Section 39-14-104	Theft of services
Section 39-16-401	Definitions for public misconduct offenses
Section 39-16-402	Official misconduct
Section 39-16-403	Official oppression
Section 39-16-501	Definitions for interference with government operations offenses
Section 39-16-503	Tampering with or fabricating evidence
Section 40-39-201	Tennessee Sexual Offender and Violent Sexual Offender Registration, Verification and Tracking Act of 2004

**Other**

Section 4-4-108	Blanket surety bond required
Section 6-21-104 - 105	Surety bond required – City Manager-Commissioner Charter
Section 6-35-411	Surety bond required – Modified City Manager-Council Charter

APP.D-13

**EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT MANUAL**

Laws and Regulations - Section APP.D  
June 2015

**Other (continued)**

Section 6-51-121	Recording of annexation ordinance or resolution by annexing municipality
Section 6-56-401 et al	Municipal Finance Officer Certification and Education Act of 2007
Section 6-56-407	Penalty for noncompliance with Municipal Finance Officer Certification and Education Act of 2007
Section 8-44-101	Sunshine Law – Policy
Section 8-44-102	Open meetings
Section 8-44-103	Notice of public meetings
Section 9-1-109	Penalty for worthless checks/money orders
Section 9-3-504	Pension Funding Policies
Section 9-21-130	Guidelines and rules and regulations relating to contracts and agreements authorized. <i>(GO TO SUMMARY – APP.D-9)</i>
Section 10-7-503	Records open to public inspection
Sections 6-54-107 & 12-4-101	Conflict of interest
Section 62-2-107	Employment of licensees in public works



**EXHIBIT A - EXCERPT OF LOCAL GOVERNMENT RELATED LAWS FROM THE COMPTROLLER'S AUDIT  
MANUAL**

Laws and Regulations - Section APP.D  
June 2015

**5. Municipal Donations to Nonprofit Organizations**

Section 6-54-111, *Tennessee Code Annotated*, as amended, authorizes a municipality's governing body to appropriate funds for the financial aid of any nonprofit charitable organization that provides year-round services benefiting the general welfare of the residents of the municipality or any nonprofit civic organization working to maintain and increase employment opportunities in the municipality. This section also provides for the Comptroller of the Treasury to establish standard procedures to assist the municipal governing body in the disposition of funds so appropriated. The auditor should consider whether the municipality has complied with the following laws and rules:

1. A municipality may appropriate funds for only those nonprofit charitable organizations that provide year-round services benefiting the general welfare of the residents of the municipality, or any nonprofit civic organization classified under Sections 501(c)(4) or (6) of the Internal Revenue Code working to maintain and increase employment opportunities in the municipality.
2. Municipal payments to nonprofit organizations shall be limited to the amounts appropriated for such purposes and in keeping with the municipality's guidelines for how the appropriated funds may be spent.
3. The municipality shall require that each nonprofit organization receiving financial assistance from the municipality file with the disbursing official of the municipality a copy of an annual audit\* of its business affairs and transactions and the proposed use of the contributed funds.
4. For appropriations to nonprofit civic organizations, notices shall be published in a newspaper of general circulation in the municipality of the intent to make an appropriation, specifying the intended amount and purpose.

\* Attorney General Opinion number 91-52, addresses the requirement for an annual audit. The basis for the opinion indicates that an annual audit as used in this statute does not mean an audit conducted by an independent certified public accountant.

## EXHIBIT B EXCERPT OF LOCAL GOVERNMENT RELATED TN ATTORNEY GENERAL OPINIONS

Laws and Regulations - Section APP.D  
June 2015

### 7. Selected Attorney General Opinions

The State Attorney General issues written legal opinions to certain state officials upon request. The Attorney General is required to provide written legal opinions to "the governor, secretary of state, state treasurer, comptroller of the treasury, members of the general assembly and other state officials...in the discharge of their official duties." 8-6-109 (b)(6), *Tennessee Code Annotated*.

The following is a summary of select opinions of interest;

#### Books and Records

<u>Date</u>	<u>Opinion Number</u>	<u>Description</u>
08/16/89	89-102	Accounting and auditing standards for local housing authorities
11/28/89	U89-134	Vending machines and pay telephone operations
08/13/90	U90-114	Application of open meetings act to city council interviews with applicants for city manager position
12/23/91	U91-164	Publication of official notices

#### Audit

<u>Date</u>	<u>Opinion Number</u>	<u>Description</u>
05/29/91	91-52	Filing annual audit under Section 6-54-111(c), <i>Tennessee Code Annotated</i>

#### Bids

<u>Date</u>	<u>Opinion Number</u>	<u>Description</u>
08/23/13	13-065	Requirement for local governments to seek competitive bids for liability insurance

#### Disbursements

<u>Date</u>	<u>Opinion Number</u>	<u>Description</u>
11/04/80	None	In-lieu-of-tax payments by a municipality's wholly-owned utility
10/27/88	88-194	Use of state street aid funds at the intersection

APP.D-26

**EXHIBIT B EXCERPT OF LOCAL GOVERNMENT RELATED TN ATTORNEY GENERAL OPINIONS**

Laws and Regulations - Section APP.D  
June 2015

		of a state highway and a municipal street
11/09/89	U89-130	Providing municipal services to residents on a private street
02/06/90	90-12	Spouse travel expenses
10/12/90	U90-149	Donations to nonprofit charitable and civic organizations

**Disbursements (Continued)**

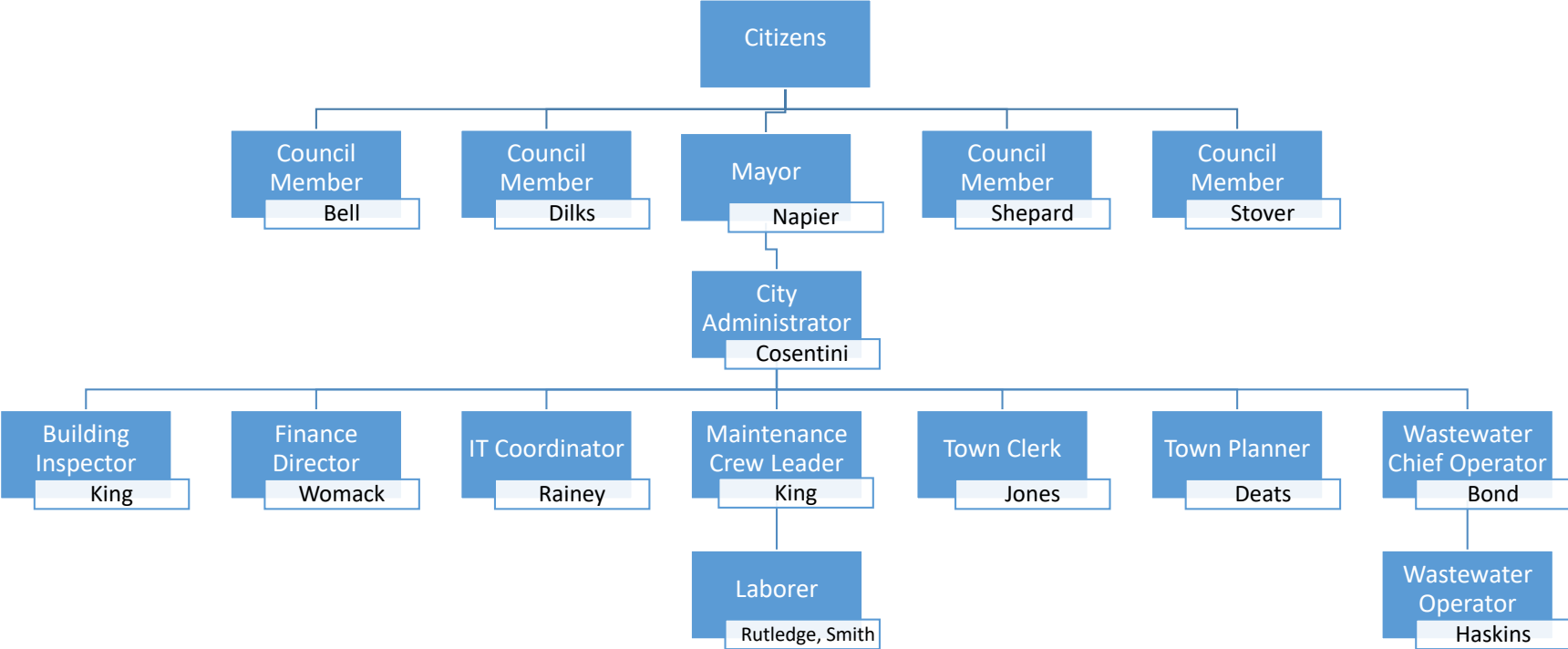
09/01/92	U92-100	Municipal utilities and utility revenues
03/04/92	93-18	Loan by municipality to county industrial development corporation
06/11/93	U93-63	Conflict of interest/employee serving as mayor
04/08/94	U94-070	Installation of water lines in a private development
03/06/95	U95-021	Municipality's authority to engage in development of a residential subdivision

**Police and City Courts**

<u>Date</u>	<u>Opinion Number</u>	<u>Description</u>
11/01/88	88-195	Disposition of confiscated weapons, Section 39-6-1708, <i>Tennessee Code Annotated</i>
10/22/90	90-98	Law enforcement agencies' authority to use drug funds to acquire and install satellite communication equipment and pay officer tuition fees for drug enforcement training
10/28/91	91-85	Disposition of criminal fines
05/28/92	92-45	Use of drug fines for drug education programs
10/08/92	U92-121	Deposit of fines under Section 39-17-428, <i>Tennessee Code Annotated</i>
11/26/08	08-179	Issuance of traffic citations based on evidence obtained from a surveillance camera

APP.D-27

# Town of Thompson's Station



**RESOLUTION NO. 2017-011**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION ADOPTING AN  
INTERNAL FINANCIAL CONTROLS POLICY**

WHEREAS, the Tennessee Comptroller of the Treasury's Office, Department of Municipal Audit, *Internal Control and Compliance Manual for Tennessee Cities* requires that all cities adopt an internal financial controls policy to prevent and detect potential errors, fraud and theft of public funds and property.

**NOW THEREFORE BE IT RESOLVED** by the Board of Mayor and Aldermen of the Town of Thompson's Station that the Internal Financial Controls Policy attached hereto and incorporated herein by reference, is hereby adopted.

RESOLVED AND ADOPTED this \_\_\_\_ day of June, 2017.

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**Corey Napier, Mayor**

ATTEST:

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Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

---

Todd Moore, Town Attorney

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 8, 2017  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** TA Report 6/13/2017

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**Sales Tax for Schools:**

The Town has received a request from Mayor Rogers Anderson regarding a potential increase in the local sales tax in order to make additional funds available for schools. Currently, the local sales tax rate is 2.25% and revenue is split between the local government where the tax is collected and the school system. The proposal would be to hold a county-wide referendum to increase the local rate to 2.75% (maximum allowable rate). In addition, the County would ask for all municipalities to agree to contribute the increase in revenues back to Williamson County to assist in the payment of school debt.

Mayor Anderson has asked for each local government to review the information and requests to be added to next Board agenda.

**Critz Lane Realignment:**

The Town has released the bid for the Critz Lane realignment with a proposed bid opening of June 9<sup>th</sup>. However, we have had several submitted questions from potential contractors interested in the project. We have prepared an addendum to the bid documents and have pushed the bid opening one week (June 16<sup>th</sup>) in order to allow the contractors to make the necessary adjustments to their bids. Staff will be in contact with the BOMA once the bids are received.

**Corridor Management Agreement:**

Thompson's Station has been asked to participate in the State Route 6 Corridor Management Agreement (Columbia Pike). The purpose of the agreement is to promote safe and efficient operation, enhance and sustain economic development and support environmental conservation along the corridor. The agreement is the culmination of several meetings held last year with the Tennessee Department of Transportation, the Nashville Area Metropolitan Planning Organization, and all effected agencies along the roadway. Staff is working on a few revisions to the document and will place the approval on our next BOMA agenda.

**Development Meetings:**

- TN Soccer Club: Staff met with representatives of the TN Soccer Club who are looking for potential sites in Williamson County for a sporting complex.
- Columbia Pike: Staff met with a development group beginning their due diligence on a property south of Town Center off of Columbia Pike. This was just an information gathering meeting.
- Watkins Road: Staff had a meeting to discuss development potential on a property near I-65 off of Lewisburg Pike and north of I-840.
- Williamson County Library: Staff met with representatives of the Williamson County Public Library Board to discuss opportunities for a new library facility within Thompson's Station.
- Columbia Pike: Staff met with an engineer and property owner on a property south of Town Center off of Columbia Pike. (Note: this is a separate property than the other item previously mentioned)

**Rogers C. Anderson**  
Williamson County Mayor



## WILLIAMSON COUNTY GOVERNMENT

### MEMORANDUM

**TO:** Mayor Jimmy Alexander, Town of Nolensville  
Mayor Jill Burgin, City of Brentwood  
Mayor Patti Carroll, City of Fairview  
Mayor Rick Graham, City of Spring Hill  
Mayor Ken Moore, City of Franklin  
Mayor Cory Napier, Town of Thompson's Station

**FROM:** Rogers Anderson, Mayor *RCA*  
Williamson County

**DATE:** June 6, 2017

As you may be aware, the Williamson County Board of Commissioners has been studying numerous capital improvement project needs, a large portion of which involves over one-half billion in school facilities. As a part of this study, all revenue sources permissible by law and available to counties has been reviewed. Aside from the real property tax assessments, the second largest revenue source is the local option sales tax.

As a result of numerous meetings with County Commissioners, our financial planners, bond counsel and staff, I have been asked to study the additional revenue which would be available for school funding should the current local option sales tax be increased, by a county-wide referendum to the maximum allowable rate of two and three-quarters percent (2.75%). With the exception of the City of Fairview, the remainder of the municipalities and the county could be increased by an additional one-half percent (.50%) from the current two and one-quarter percent (2.25%).

Additionally, I have been asked to approach all of our municipal leaders to determine their willingness to contribute their amount of increased revenues back to Williamson County for the payment of school debt for a period of three (3) years. Such an agreement would be solidified by execution of a contractual agreement (draft copy enclosed).

Enclosed for your review are two charts - one showing the full 2015-16 local option sales tax collections and the second a chart illustrating (in blue) the additional amount which would have been collected if the rate increase were in place for 2016-17; the red numbers illustrate what would have been collected if the rate was at two and one-half percent (2.50%). The numbers in black are collections to-date at the current rate of two and one-quarter percent (2.25%).

After your review, I am respectfully requesting to be on the Agenda for the meeting of the Board of Mayor Alderman/Commissioners at your next earliest convenience and let me know what that date would be.

RCA/dg

xc: City Managers/Administrators  
Enclosures



**INTERLOCAL AGREEMENT WITH  
THE TOWN OF THOMPSON'S STATION TO REDISTRIBUTE THE HALF OF THE ONE-  
HALF PERCENT SALES TAX INCREASE THAT IS NOT ALLOCATED FOR SCHOOLS**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and the TOWN OF THOMPSON'S STATION ("Town"), a municipal government, located at 1550 Thompson's Station Road, West, Thompson's Station, Tennessee 37179.

**WHEREAS,** the Town of Thompson's Station is located within Williamson County, Tennessee; and

**WHEREAS,** Williamson County and the Town have determined that the influx of residential development within the jurisdiction of the Town has resulted in the need for additional educational capital projects that will put a strain on the County's current revenue stream resulting in the County to consider raising property taxes on all real property owners in the County; and

**WHEREAS,** pursuant to *Tennessee Code Annotated*, Section 67-6-701, et. seq., Williamson County currently has a local sales and use tax at a rate of Two and One-Quarter Percent (2.25%) which may be raised an additional One-half Percent (0.5%) if approved by referendum; and

**WHEREAS,** the Williamson County Board of Commissioners has initiated the process to raise the sales tax One-half Percent (0.5%) from Two and One-Quarter Percent (2.25%) to Two and Three-Quarters Percent (2.75%); and

**WHEREAS,** the revenue from the current sales tax is distributed with half of the proceeds going to schools and half of the proceeds returned to the jurisdiction in which the proceeds were collected; and

**WHEREAS,** *Tennessee Code Annotated*, Section 67-6-712 provides that a county, city, or town may, by interlocal agreement, provide for an alternative method of distribution of the One-half Percent (0.5%) not allocated for school purposes; and

**WHEREAS,** it is the desire of the County and the Town to enter into an interlocal agreement for a term of three (3) years from the date the increase in the sales tax takes effect, to redistribute the half of the One-Half Percent (0.5%) sales tax increase received by the Town back to the County to be used strictly for the purposes set forth herein.

In consideration of the premises and the mutual covenants contained herein, the parties hereby agree to the following:

**I. Purpose of Agreement.** The purpose of this Agreement is to provide for an alternative distribution concerning the Town's portion of the sales tax collected from the One-half Percent (0.5%) sales tax increase.

**II. Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 12-9-101, et seq., and the 1963 Local Option Revenue Act *Tennessee Code Annotated*, Section 67-6-712 and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as reasonably possible prior to the execution of this Agreement.

**III. Term:** The term of this Agreement shall be for three (3) years unless extended by agreement of the parties. This Agreement shall commence on the 1<sup>st</sup> day of the month that the tax becomes effective and shall terminate on the third anniversary of the effective date unless otherwise terminated or extended by agreement of the parties.



**IV. Redistribution of Revenue:** The Town agrees to redistribute and forgo its share of the proceeds it would otherwise receive from the One-half Percent (0.5%) sales tax increase collected within the Town's boundaries. The proceeds from the increased sales tax redistributed from the municipality and received by the County shall be used exclusively for payment of rural and general school debt purposes. This Agreement shall not affect the current proceeds collected and distributed to the Town from the current assessed Two and One-Quarter Percent (2.25%) sales tax revenue.

**V. Distribution from the State:** The County and Town agree to cooperate in good faith to provide any required notice to the Department of Revenue concerning the increased sales tax and this Agreement between the parties required for the redistribution of the One-half Percent (0.5%) sales tax increase. Should the Town receive the revenue from the One-half Percent (0.5%) increased sales tax portion from the Department of Revenue, the Town, shall upon receipt of the proceeds, forward the full amount to the County to be used in accordance with the terms of this Agreement.

**VI. Cost:** Each party shall be responsible for the costs of fulfilling their obligations under this Agreement.

**VII. Compliance with Laws:** The parties agree to comply with any applicable federal, state and local laws and regulations.

**VIII. Notices:**

Notices to County shall be sent to:

Dep't: Williamson County  
Att'n: County Mayor  
Addr: 1320 West Main Street,  
Franklin, Tennessee 37064

Notices to Town shall be sent to:

Dep't: Town of Thompson's Station  
Att'n: Town Administrator  
Addr: P.O. Box 100  
Thompson's Station, Tennessee 37179

**IX. Modification of Agreement:** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

**X. Partnership/Joint Venture:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

**XI. Entire Agreement:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**XII. Law/Venue:** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee

**XIII. Cooperation:** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

**XIV. Binding:** This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the

requirements of applicable law.

**XV. Severability:** The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**XVI. Headings:** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

**XVII. Effective Date:** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the Town and then by the authorized representatives of the Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

**ATTEST:**

**TOWN OF THOMPSON'S STATION:**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**BY:** Corey Napier, Town Mayor

**APPROVED AS TO FORM AND LEGALITY:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Town of Thompson's Station Attorney

**ATTEST:**

**WILLIAMSON COUNTY, TENNESSEE:**

\_\_\_\_\_  
**BY:**

\_\_\_\_\_  
**BY:** Rogers Anderson, County Mayor

**APPROVED AS TO FORM AND LEGALITY:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Williamson County Attorney

2015-16  
LOCAL OPTION SALES TAX  
and Projections for  
Alternate Local Option Rates

2015-16 LOCAL OPTION SALES TAX (2.25%)	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ADA% Adjustment YTD	Total YTD
<b>Williamson County</b>	\$ 149,133.72	\$ 175,603.57	\$ 147,876.59	\$ 150,762.84	\$ 173,500.43	\$ 154,689.74	\$ 138,499.92	\$ 183,369.71	\$ 106,767.27	\$ 120,888.32	\$ 147,923.61	\$ 138,036.06		\$ 1,787,051.78
<b>Projected Sales Tax @ 2.50%</b>	\$ 165,704.13	\$ 195,115.08	\$ 164,307.32	\$ 167,514.26	\$ 192,778.25	\$ 171,877.49	\$ 153,888.80	\$ 203,744.12	\$ 118,630.30	\$ 134,320.35	\$ 164,359.57	\$ 153,373.40		\$ 1,985,613.07
<b>Projected Sales Tax @2.75%</b>	\$ 182,274.54	\$ 214,626.58	\$ 180,738.05	\$ 184,265.69	\$ 212,056.08	\$ 189,065.23	\$ 169,277.68	\$ 224,118.53	\$ 130,493.33	\$ 147,752.39	\$ 180,795.52	\$ 168,710.74		\$ 2,184,174.36
<b>Williamson County Schools*</b>	\$ 3,898,246.02	\$ 3,985,493.74	\$ 3,792,811.88	\$ 3,921,722.42	\$ 3,991,547.68	\$ 3,905,307.16	\$ 3,986,047.17	\$ 5,898,844.43	\$ 3,468,610.42	\$ 3,466,609.03	\$ 4,226,136.70	\$ 4,049,688.20	\$ 235,471.06	\$ 48,826,535.91
<b>Projected Sales Tax @ 2.50%</b>	\$ 4,331,384.42	\$ 4,428,326.33	\$ 4,214,235.38	\$ 4,357,469.31	\$ 4,435,052.93	\$ 4,339,230.13	\$ 4,428,941.26	\$ 6,554,271.52	\$ 3,854,011.54	\$ 3,851,787.77	\$ 4,695,707.40	\$ 4,499,653.51	\$ 261,634.51	\$ 54,251,706.02
<b>Projected Sales Tax @2.75%</b>	\$ 4,764,522.83	\$ 4,871,158.93	\$ 4,635,658.88	\$ 4,793,216.20	\$ 4,878,558.19	\$ 4,773,153.11	\$ 4,871,835.34	\$ 7,209,698.62	\$ 4,239,412.66	\$ 4,236,966.52	\$ 5,165,278.09	\$ 4,949,618.82	\$ 287,797.96	\$ 59,676,876.14
<b>Franklin Special Schools Dist.*</b>	\$ 379,292.32	\$ 387,781.36	\$ 369,033.77	\$ 381,576.53	\$ 388,370.40	\$ 379,979.35	\$ 387,835.21	\$ 573,946.94	\$ 337,489.55	\$ 313,141.36	\$ 381,750.05	\$ 365,811.33	\$ (235,471.06)	\$ 4,410,537.11
<b>Projected Sales Tax @ 2.50%</b>	\$ 421,435.91	\$ 430,868.17	\$ 410,037.52	\$ 423,973.92	\$ 431,522.66	\$ 422,199.27	\$ 430,928.01	\$ 637,718.82	\$ 374,988.39	\$ 347,934.84	\$ 424,166.72	\$ 406,457.03	\$ (261,634.51)	\$ 4,900,596.74
<b>Projected Sales Tax @2.75%</b>	\$ 463,579.49	\$ 473,954.99	\$ 451,041.27	\$ 466,371.31	\$ 474,674.92	\$ 464,419.20	\$ 474,020.80	\$ 701,490.69	\$ 412,487.22	\$ 382,728.32	\$ 466,583.39	\$ 447,102.73	\$ (287,797.96)	\$ 5,390,656.37
<b>City of Brentwood</b>	\$ 1,233,820.95	\$ 1,236,840.88	\$ 1,135,577.35	\$ 1,346,160.18	\$ 1,228,584.72	\$ 1,230,090.55	\$ 1,245,330.04	\$ 1,944,438.01	\$ 1,147,558.41	\$ 1,098,696.39	\$ 1,312,587.21	\$ 1,212,564.05		\$ 15,372,248.74
<b>Projected Sales Tax @ 2.50%</b>	\$ 1,370,912.15	\$ 1,374,267.63	\$ 1,261,752.60	\$ 1,495,733.52	\$ 1,365,094.12	\$ 1,366,767.26	\$ 1,383,700.03	\$ 2,160,486.66	\$ 1,275,064.89	\$ 1,220,773.75	\$ 1,458,430.22	\$ 1,347,293.38		\$ 17,080,276.21
<b>Projected Sales Tax @2.75%</b>	\$ 1,508,003.36	\$ 1,511,694.38	\$ 1,387,927.85	\$ 1,645,306.86	\$ 1,501,603.52	\$ 1,503,443.98	\$ 1,522,070.02	\$ 2,376,535.30	\$ 1,402,571.36	\$ 1,342,851.12	\$ 1,604,273.23	\$ 1,482,022.70		\$ 18,788,303.67
<b>City of Franklin</b>	\$ 2,514,872.39	\$ 2,578,016.47	\$ 2,502,673.76	\$ 2,444,556.25	\$ 2,597,525.45	\$ 2,510,568.23	\$ 2,605,844.43	\$ 3,790,892.07	\$ 2,173,109.30	\$ 2,203,260.05	\$ 2,716,637.42	\$ 2,637,387.89		\$ 31,275,343.71
<b>Projected Sales Tax @ 2.50%</b>	\$ 2,794,302.63	\$ 2,864,462.72	\$ 2,780,748.59	\$ 2,716,173.58	\$ 2,886,139.36	\$ 2,789,520.23	\$ 2,895,382.67	\$ 4,212,102.26	\$ 2,414,565.86	\$ 2,448,066.70	\$ 3,018,485.99	\$ 2,930,430.96		\$ 34,750,381.55
<b>Projected Sales Tax @2.75%</b>	\$ 3,073,732.87	\$ 3,150,908.96	\$ 3,058,823.43	\$ 2,987,790.92	\$ 3,174,753.27	\$ 3,068,472.23	\$ 3,184,920.91	\$ 4,633,312.45	\$ 2,656,022.43	\$ 2,692,873.35	\$ 3,320,334.56	\$ 3,223,474.03		\$ 38,225,419.39
<b>City of Spring Hill</b>	\$ 178,729.75	\$ 178,051.50	\$ 170,323.67	\$ 162,976.82	\$ 170,974.97	\$ 183,405.26	\$ 189,545.26	\$ 234,418.46	\$ 173,855.98	\$ 163,268.71	\$ 197,685.70	\$ 195,423.90		\$ 2,198,659.98
<b>Projected Sales Tax @ 2.50%</b>	\$ 198,588.61	\$ 197,835.00	\$ 189,248.52	\$ 181,085.35	\$ 189,972.19	\$ 203,783.62	\$ 210,605.84	\$ 260,464.95	\$ 193,173.31	\$ 181,409.68	\$ 219,650.78	\$ 217,137.66		\$ 2,442,955.51
<b>Projected Sales Tax @2.75%</b>	\$ 218,447.47	\$ 217,618.50	\$ 208,173.37	\$ 199,193.89	\$ 208,969.40	\$ 224,161.98	\$ 231,666.42	\$ 286,511.45	\$ 212,490.64	\$ 199,550.64	\$ 241,615.85	\$ 238,851.43		\$ 2,687,251.04
<b>Town of Thompson's Station</b>	\$ 60,904.30	\$ 59,613.89	\$ 60,295.39	\$ 62,970.13	\$ 66,086.85	\$ 58,543.22	\$ 57,866.68	\$ 125,771.78	\$ 61,531.94	\$ 64,162.03	\$ 81,160.88	\$ 80,816.14		\$ 839,723.23
<b>Projected Sales Tax @ 2.50%</b>	\$ 67,671.44	\$ 66,237.65	\$ 66,994.88	\$ 69,966.81	\$ 73,429.83	\$ 65,048.02	\$ 64,296.31	\$ 139,746.42	\$ 68,368.82	\$ 71,291.14	\$ 90,178.75	\$ 89,795.71		\$ 933,025.80
<b>Projected Sales Tax @2.75%</b>	\$ 74,438.59	\$ 72,861.42	\$ 73,694.36	\$ 76,963.49	\$ 80,772.82	\$ 71,552.82	\$ 70,725.94	\$ 153,721.06	\$ 75,205.70	\$ 78,420.26	\$ 99,196.63	\$ 98,775.28		\$ 1,026,328.37
<b>Town of Nolensville</b>	\$ 35,114.85	\$ 39,230.08	\$ 35,814.21	\$ 32,578.43	\$ 40,998.71	\$ 36,311.78	\$ 30,726.83	\$ 61,953.86	\$ 40,787.93	\$ 31,493.87	\$ 38,759.08	\$ 37,874.04		\$ 461,643.67
<b>Projected Sales Tax @ 2.50%</b>	\$ 39,016.50	\$ 43,588.98	\$ 39,793.57	\$ 36,198.26	\$ 45,554.12	\$ 40,346.42	\$ 34,140.92	\$ 68,837.62	\$ 45,319.92	\$ 34,993.19	\$ 43,065.64	\$ 42,082.27		\$ 512,937.41
<b>Projected Sales Tax @2.75%</b>	\$ 42,918.15	\$ 47,947.87	\$ 43,772.92	\$ 39,818.08	\$ 50,109.53	\$ 44,381.06	\$ 37,555.01	\$ 75,721.38	\$ 49,851.91	\$ 38,492.51	\$ 47,372.21	\$ 46,290.49		\$ 564,231.14
<b>City of Fairview (Already @ 2.75%)</b>	\$ 104,962.37	\$ 105,918.70	\$ 109,284.64	\$ 103,294.26	\$ 102,246.93	\$ 111,677.69	\$ 106,069.19	\$ 131,947.43	\$ 102,489.08	\$ 97,981.00	\$ 113,132.80	\$ 113,397.42		\$ 1,302,401.51
<b>2015-16 Total to County and Municipalities</b>	\$ 4,277,538.33	\$ 4,373,275.09	\$ 4,161,845.61	\$ 4,303,298.91	\$ 4,379,918.06	\$ 4,285,286.47	\$ 4,373,882.35	\$ 6,472,791.32	\$ 3,806,099.91	\$ 3,779,750.37	\$ 4,607,886.70	\$ 4,415,499.50		\$ 53,237,072.62
<b>2015-16 Total to Schools (WCS &amp; FSSD)</b>	\$ 4,277,538.34	\$ 4,373,275.10	\$ 4,161,845.65	\$ 4,303,298.95	\$ 4,379,918.08	\$ 4,285,286.51	\$ 4,373,882.38	\$ 6,472,791.37	\$ 3,806,099.97	\$ 3,779,750.39	\$ 4,607,886.75	\$ 4,415,499.53		\$ 53,237,073.02
<b>2015-16 Total Sales Tax Dollars (After State Cost)</b>	\$ 8,555,076.67	\$ 8,746,550.19	\$ 8,323,691.26	\$ 8,606,597.86	\$ 8,759,836.14	\$ 8,570,572.98	\$ 8,747,764.73	\$ 12,945,582.69	\$ 7,612,199.88	\$ 7,559,500.76	\$ 9,215,773.45	\$ 8,830,999.03		\$ 106,474,145.64

\*Net to schools after ADA% apportionment (to be adjusted when ADA% for 2016 is revised)

2016-17 LOCAL OPTION SALES TAX (2.25%)	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ADA% Adjustment YTD	Total YTD
<b>Williamson County</b>	\$ 174,092.92	\$ 186,480.12	\$ 159,600.84	\$ 174,511.93	\$ 195,756.96	\$ 175,496.64	\$ 165,761.82	\$ 225,640.54	\$ 139,027.32	\$ 123,053.82	\$ 152,419.93	\$ -	\$ -	\$ 1,871,842.84
Projected Sales Tax @ 2.50%	\$ 193,436.58	\$ 207,200.13	\$ 177,334.26	\$ 193,902.14	\$ 217,507.73	\$ 194,996.26	\$ 184,179.80	\$ 250,711.71	\$ 154,474.80	\$ 136,726.47	\$ 169,355.48	\$ -	\$ -	\$ 2,079,825.36
Projected Sales Tax @2.75%	\$ 212,780.23	\$ 227,920.14	\$ 195,067.69	\$ 213,292.36	\$ 239,258.50	\$ 214,495.89	\$ 202,597.78	\$ 275,782.88	\$ 169,922.28	\$ 150,399.11	\$ 186,291.02	\$ -	\$ -	\$ 2,287,807.87
<b>Williamson County Schools*</b>	\$ 4,032,793.50	\$ 4,468,163.83	\$ 3,986,966.86	\$ 4,133,405.64	\$ 4,461,255.25	\$ 4,108,447.20	\$ 4,177,872.67	\$ 6,301,112.40	\$ 3,751,544.32	\$ 3,450,310.45	\$ 4,304,817.70	\$ -	\$ 35,056.55	\$ 47,211,746.37
Projected Sales Tax @ 2.50%	\$ 4,480,881.62	\$ 4,964,626.43	\$ 4,429,963.13	\$ 4,592,672.89	\$ 4,956,950.23	\$ 4,564,941.29	\$ 4,642,080.70	\$ 7,001,235.93	\$ 4,168,382.54	\$ 3,833,678.24	\$ 4,783,130.73	\$ -	\$ 38,951.72	\$ 52,457,495.44
Projected Sales Tax @2.75%	\$ 4,928,969.74	\$ 5,461,089.03	\$ 4,872,959.41	\$ 5,051,940.13	\$ 5,452,645.21	\$ 5,021,435.38	\$ 5,106,288.73	\$ 7,701,359.46	\$ 4,585,220.75	\$ 4,217,046.03	\$ 5,261,443.76	\$ -	\$ 42,846.89	\$ 57,703,244.51
<b>Franklin Special Schools Dist.*</b>	\$ 364,285.22	\$ 403,612.54	\$ 360,145.67	\$ 373,373.59	\$ 402,988.49	\$ 371,119.07	\$ 377,390.33	\$ 569,184.14	\$ 338,879.77	\$ 308,326.64	\$ 384,687.11	\$ -	\$ (35,056.55)	\$ 4,218,936.02
Projected Sales Tax @ 2.50%	\$ 404,761.35	\$ 448,458.37	\$ 400,161.85	\$ 414,859.54	\$ 447,764.98	\$ 412,354.52	\$ 419,322.58	\$ 632,426.82	\$ 376,533.07	\$ 342,585.15	\$ 427,430.12	\$ -	\$ (38,951.72)	\$ 4,687,706.64
Projected Sales Tax @2.75%	\$ 445,237.48	\$ 493,304.21	\$ 440,178.03	\$ 456,345.49	\$ 492,541.48	\$ 453,589.97	\$ 461,254.84	\$ 695,669.49	\$ 414,186.38	\$ 376,843.66	\$ 470,173.13	\$ -	\$ (42,846.89)	\$ 5,156,477.26
<b>City of Brentwood</b>	\$ 1,219,040.19	\$ 1,386,224.33	\$ 1,199,511.70	\$ 1,349,869.50	\$ 1,388,552.10	\$ 1,239,034.78	\$ 1,267,188.63	\$ 2,118,793.44	\$ 1,189,374.51	\$ 1,065,053.44	\$ 1,239,804.15	\$ -	\$ -	\$ 14,662,446.77
Projected Sales Tax @ 2.50%	\$ 1,354,489.09	\$ 1,540,249.24	\$ 1,332,790.76	\$ 1,499,854.99	\$ 1,542,835.65	\$ 1,376,705.30	\$ 1,407,987.35	\$ 2,354,214.91	\$ 1,321,527.22	\$ 1,183,392.70	\$ 1,377,560.15	\$ -	\$ -	\$ 16,291,607.36
Projected Sales Tax @2.75%	\$ 1,489,937.98	\$ 1,694,274.15	\$ 1,466,069.83	\$ 1,649,840.47	\$ 1,697,119.20	\$ 1,514,375.81	\$ 1,548,786.08	\$ 2,589,636.38	\$ 1,453,679.93	\$ 1,301,731.96	\$ 1,515,316.16	\$ -	\$ -	\$ 17,920,767.95
<b>City of Franklin</b>	\$ 2,584,966.15	\$ 2,858,201.72	\$ 2,571,804.91	\$ 2,573,510.84	\$ 2,845,888.33	\$ 2,643,216.41	\$ 2,693,888.26	\$ 3,909,587.72	\$ 2,362,549.83	\$ 2,208,769.75	\$ 2,841,059.21	\$ -	\$ -	\$ 30,093,443.13
Projected Sales Tax @ 2.50%	\$ 2,872,184.58	\$ 3,175,779.66	\$ 2,857,560.98	\$ 2,859,456.46	\$ 3,162,098.11	\$ 2,936,907.09	\$ 2,993,209.15	\$ 4,343,986.31	\$ 2,625,055.34	\$ 2,454,188.59	\$ 3,156,732.42	\$ -	\$ -	\$ 33,437,158.70
Projected Sales Tax @2.75%	\$ 3,159,403.01	\$ 3,493,357.59	\$ 3,143,317.06	\$ 3,145,402.08	\$ 3,478,307.90	\$ 3,230,597.78	\$ 3,292,530.04	\$ 4,778,384.90	\$ 2,887,560.85	\$ 2,699,607.42	\$ 3,472,405.64	\$ -	\$ -	\$ 36,780,874.27
<b>City of Spring Hill</b>	\$ 196,173.49	\$ 210,835.07	\$ 200,656.35	\$ 186,984.63	\$ 201,571.96	\$ 196,577.29	\$ 203,863.14	\$ 264,185.54	\$ 187,983.87	\$ 166,391.51	\$ 205,270.38	\$ -	\$ -	\$ 2,220,493.23
Projected Sales Tax @ 2.50%	\$ 217,970.54	\$ 234,261.19	\$ 222,951.50	\$ 207,760.70	\$ 223,968.84	\$ 218,419.21	\$ 226,514.60	\$ 293,539.49	\$ 208,870.96	\$ 184,879.45	\$ 228,078.20	\$ -	\$ -	\$ 2,467,214.68
Projected Sales Tax @2.75%	\$ 239,767.59	\$ 257,687.30	\$ 245,246.65	\$ 228,536.77	\$ 246,365.72	\$ 240,261.13	\$ 249,166.06	\$ 322,893.43	\$ 229,758.06	\$ 203,367.40	\$ 250,886.02	\$ -	\$ -	\$ 2,713,936.12
<b>Town of Thompson's Station</b>	\$ 69,604.45	\$ 70,791.81	\$ 65,400.75	\$ 73,011.89	\$ 74,319.07	\$ 67,475.34	\$ 67,908.06	\$ 145,098.12	\$ 66,570.92	\$ 65,291.07	\$ 89,261.50	\$ -	\$ -	\$ 854,732.98
Projected Sales Tax @ 2.50%	\$ 77,338.28	\$ 78,657.57	\$ 72,667.50	\$ 81,124.32	\$ 82,576.74	\$ 74,972.60	\$ 75,453.40	\$ 161,220.13	\$ 73,967.69	\$ 72,545.63	\$ 99,179.44	\$ -	\$ -	\$ 949,703.30
Projected Sales Tax @2.75%	\$ 85,072.10	\$ 86,523.32	\$ 79,934.25	\$ 89,236.75	\$ 90,834.42	\$ 82,469.86	\$ 82,998.74	\$ 177,342.14	\$ 81,364.46	\$ 79,800.20	\$ 109,097.39	\$ -	\$ -	\$ 1,044,673.62
<b>Town of Nolensville</b>	\$ 39,329.89	\$ 45,142.98	\$ 37,769.29	\$ 39,886.42	\$ 47,697.66	\$ 43,436.66	\$ 40,614.16	\$ 57,428.70	\$ 36,440.21	\$ 34,008.67	\$ 37,316.67	\$ -	\$ -	\$ 459,071.31
Projected Sales Tax @ 2.50%	\$ 43,699.88	\$ 50,158.87	\$ 41,965.88	\$ 44,318.24	\$ 52,997.40	\$ 48,262.96	\$ 45,126.84	\$ 63,809.67	\$ 40,489.12	\$ 37,787.41	\$ 41,462.97	\$ -	\$ -	\$ 510,079.23
Projected Sales Tax @2.75%	\$ 48,069.86	\$ 55,174.75	\$ 46,162.46	\$ 48,750.07	\$ 58,297.14	\$ 53,089.25	\$ 49,639.53	\$ 70,190.63	\$ 44,538.03	\$ 41,566.15	\$ 45,609.26	\$ -	\$ -	\$ 561,087.15
<b>City of Fairview (Already @ 2.75%)</b>	\$ 113,871.61	\$ 114,100.29	\$ 112,368.66	\$ 109,004.00	\$ 110,457.61	\$ 114,329.12	\$ 116,038.90	\$ 149,562.47	\$ 108,477.39	\$ 96,058.80	\$ 124,372.94	\$ -	\$ -	\$ 1,268,641.79
<b>2016-17 Total to County and Municipalities</b>	\$ 4,397,078.70	\$ 4,871,776.32	\$ 4,347,112.50	\$ 4,506,779.21	\$ 4,864,243.69	\$ 4,479,566.24	\$ 4,555,262.97	\$ 6,870,296.53	\$ 4,090,424.05	\$ 3,758,627.06	\$ 4,689,504.78	\$ -	\$ -	\$ 51,430,672.05
<b>2016-17 Total to Schools (WCS &amp; FSSD)</b>	\$ 4,397,078.72	\$ 4,871,776.37	\$ 4,347,112.53	\$ 4,506,779.23	\$ 4,864,243.74	\$ 4,479,566.27	\$ 4,555,263.00	\$ 6,870,296.54	\$ 4,090,424.09	\$ 3,758,637.09	\$ 4,689,504.81	\$ -	\$ -	\$ 51,430,682.39
<b>2016-17 Total Sales Tax Dollars (After State Cost)</b>	\$ 8,794,157.42	\$ 9,743,552.69	\$ 8,694,225.03	\$ 9,013,558.44	\$ 9,728,487.43	\$ 8,959,132.51	\$ 9,110,525.97	\$ 13,740,593.07	\$ 8,180,848.14	\$ 7,517,264.15	\$ 9,379,009.59	\$ -	\$ -	\$ 102,861,354.44

\*Net to schools after ADA% apportionment (to be adjusted when ADA% for 2016 is revised)

**STATE ROUTE 6**  
**CORRIDOR MANAGEMENT AGREEMENT**

**TENNESSEE STATE ROUTE 6  
CORRIDOR MANAGEMENT AGREEMENT**

**MEMORANDUM OF UNDERSTANDING  
CORRIDOR MANAGEMENT ALONG STATE ROUTE 6**

**I. Purpose**

The purpose of this Agreement is to provide a framework for the signatory agencies, organizations and governments, within Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, the City of Columbia, the Nashville Area Metropolitan Planning Organization (MPO), and the Tennessee Department of Transportation (TDOT), to work collaboratively in the management of State Route 6 (SR 6) and promote safe and efficient operation, enhance and sustain economic development and support environmental conservation along the corridor.

**II. Agreement**

WHEREAS, Tennessee's *Long Range Transportation Policy Plan* recognizes the value of interregional highway corridors in providing citizens and businesses throughout Tennessee with high quality access to educational, employment, health care and recreational opportunities and supports commerce and tourism; and

WHEREAS, the State of Tennessee Department of Transportation and the Nashville Area MPO have identified transportation improvements along the SR 6 corridor in their respective plans and work programs; and

WHEREAS, SR 6 has been identified as a corridor that enhances the economic vitality of the state, providing essential access for the region of the state and Williamson and Maury Counties to major economic markets and cultural centers, and

WHEREAS, the continued growth of the region is leading to increasing travel demand in the corridor, which, if unmanaged, can negatively affect the level of performance and safety experienced by users of the roadway, and

WHEREAS, community leaders, residents and transportation officials have identified this growing travel demand and development pressure as a concern with potential negative consequences for the safety and operation of the corridor, with potential to degrade the performance of the corridor, and the resulting implications for the economy and quality of life of the region; and

WHEREAS, elected officials, agency staff, and representatives of the Tennessee Department of Transportation, Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, the City of Columbia, and the Nashville Area MPO have identified the following list of corridor management goals for the SR 6 corridor:

- **Improve Regional Transportation for Local Residents, Commuters, and Freight;**
- **Controlling Access/Safety**
- **Multimodal Options**
- **Coordination between Municipalities, School Systems, and Local Businesses**
- **Education of Alternative Routes;**
- **Improving streetscape along the corridor**

WHEREAS, those same representatives identified the following corridor management strategies and associated tools for purposes of achieving the identified corridor management goals, including:

- Access Management;
- Traffic Management and Operations/ITS
- Land Use Planning;
- Roadway Design and Capacity;

NOW, THEREFORE, the Tennessee Department of Transportation, Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, the City of Columbia, and the Nashville Area MPO agrees to cooperate in the pursuit, adoption, and implementation of the strategies and actions detailed below:

**1. Access Management** - defines the relationship of adjacent land uses and activities to the corridor itself. The nature of that access can have a significant impact on mobility, congestion, and safety. Tools to implement the access management strategy include:

- Medians/channelization standards;
- Spacing standards;
- Corner clearance standards;
- Driveway design standards;
- Connectivity and cross-access standards;
- Street network standards;
- Access management plans; and
- Wayfinding signage

Parties to this Agreement recognize the importance of the Access Management strategy and tools to achieving the corridor management goals established for the SR 6 corridor. The parties agree to:

- a. Develop and approve corridor access management standards and a corridor access management plan. The standards and plan will establish the location, spacing, design, and operation of driveways, traffic signals, median openings, interchanges, and street connections to the roadway;
- b. Approve and adopt the corridor access management standards and corridor access management plan into their individual design standards and guidelines.

**2. Traffic Management and Operations/ITS/Multimodal Options** – encompasses a wide range of activities aimed at maintaining or improving the overall safety and efficiency of a corridor for all users. This strategy is employed for a variety of reasons including maximizing roadway capacity, facilitating alternative modes (pedestrians, bicycles, transit), minimizing impacts from non-recurring events (traffic crashes, construction projects, maintenance activities, special events, etc.), and improving safety. Tools to implement the Traffic Management and Operations strategy may include:

- Coordination between Municipalities, School Systems, and Local Businesses
- Traffic Signal Timing and Coordination;
- Integrated Intelligent Transportation Systems (ITS) applications;
- Emergency Responder Technology;
- Truck/Freight Plan;
- Work Zone Management;
- Travel Demand Management;
- Traffic Bottleneck Removal;
- Traffic Impact Studies (rezoning, subdivision, site plans, access requests);
- Transportation Plans; and
- Setting and Measuring Corridor Performance Goals

Parties to the Agreement recognize the importance of the Traffic Management and Operations strategy and tools to achieving the corridor management goals established for the SR 6 corridor. The parties agree to:

- a. Develop a process for coordinated traffic management and operations, including corridor wide traffic impact study requirements; and
- b. Development corridor traffic management and operations standards and performance goals.



- c. Develop a coordination process between municipalities, schools systems, and local business along the corridor

**3. Land Use Planning** – describes the location and type of places and activities along a corridor. The organization of those land uses can influence a variety of factors, including traffic patterns, economic activity and community character. Tools to implement the land use strategy may include:

- Land use plans;
- Zoning, including design overlays;
- Subdivision regulations; and
- Urban services plan

Parties to this agreement recognize the importance of the Land Use Planning strategy and tools to achieving the corridor management goals established for the SR 6 corridor. The parties agree to:

- a. Consider accepting by resolution of their respected legislative bodies and planning commissions the findings and recommendations of any proposed recommendations that come from the SR 6 Corridor Management Agreement in the future.

**4. Roadway Design and Capacity** – design improvements enhance the safety and operation of the road, while capacity improvements allow more vehicles to travel on the road. Roadway design and capacity is also an important strategy to protect environmental resources in a corridor. Tools to implement the Roadway Design and Capacity Strategy may include:

- Roadway alignment;
- Travel lane and shoulder widths;
- Medians;
- Crosswalks;
- Bicycle lanes;
- On-street parking;
- Sustainable stormwater controls;
- On and off-ramp locations;
- Number of travel lanes;
- Intersection geometry and curb radii;
- Channelized right-turns;
- Roundabouts; and
- Interchange improvements

Parties to this Agreement recognize the importance of the Roadway Design and Capacity strategy and tools to achieving the corridor management goals established for the SR 6 corridor. The parties agree to:

- a. Develop ultimate, long-range corridor roadway design concepts and cross sections with the Tennessee Department of Transportation and Nashville Area MPO ; and
- b. Develop a corridor alignment and capacity plan that defines and preserves required future right-of-way.

### **III. Governance**

#### **1. Adoption, Amendment and Termination**

This Agreement will become effective when an appointed and authorized representative of each the Tennessee Department of Transportation, the Nashville Area MPO, Williamson County, Maury County, the City of Franklin, the Town of Thompson's Station, the City of Spring Hill, and the City of Columbia have placed their signature in the block below.

This Agreement may be amended, in whole or in part, by mutual agreement of all parties as evidenced by signatures on an amended agreement. The signatory parties agree to confer with respect to the continuation of the Agreement, or if there is the necessity for any amendments, on an annual basis. The State Department of Transportation will coordinate this meeting by identifying the date and location along with gathering input from the participating Agencies, Counties, Cities, Towns, and MPO for preparation of the agenda.

The signatory parties may withdraw from this Agreement at any time provided that the withdrawing party notifies the other signatories sixty (60) days in advance of the desired date of withdrawal in writing to allow time to remedy the reason for withdrawal. In the event efforts to remedy the reason for withdrawal are unsuccessful, the withdrawing party may withdraw from the Agreement without prejudice but at the risk of forfeiting its ability to participate in future activities and improvements taken as part of this Agreement.

Notwithstanding the foregoing, however, this Agreement shall remain in force until terminated by written agreement of the signatory parties.

## 2. Programming, Funding, Budgeting, and Reimbursement

This Agreement is neither a fiscal nor a funding obligation. Any transfer of funds between signatories that occurs as a result of the actions outlined in the Agreement may take place through applicable laws, agreements, existing authorities, and procedures.

Nothing in the Agreement shall obligate the signatories to expend appropriations, obligate funds, or enter into any contract or agreement.

This Agreement will be coordinated by the Tennessee Department of Transportation in cooperation with the other signatories. The signatory parties, moreover, shall form a Corridor Management Committee to implement the course of action described in this Agreement. The Corridor Management Committee shall include a designated representative from each of the signatories to this Agreement. Committee members will develop committee rules and operating procedures and establish a regular schedule of meetings.

The Corridor Management Committee will function as the steering committee for this Agreement with the responsibility of providing strategic guidance on the actions described herein. In the absence of corridor wide policies, plans, standards and regulations, the Corridor Management Committee will also serve as a coordinating committee for proposed improvements and projects affecting the corridor. Adoption or approval of any policies, plans, standards or regulations recommended under this Agreement will be at the sole discretion of the legislative and/or appointed bodies of the signatory parties.

**IV. Signatures**

**IN WITNESS WHEREOF**, each of the parties hereto has executed this Agreement as of the date shown with the signature below:

WILLIAMSON COUNTY

MAURY COUNTY

\_\_\_\_\_

\_\_\_\_\_

Rogers Anderson, Mayor                      Date

Charlie Norman, Mayor                      Date

CITY OF FRANKLIN

TOWN OF THOMPSON'S STATION

\_\_\_\_\_

\_\_\_\_\_

Ken Moore, Mayor                      Date

Corey Napier, Mayor                      Date

CITY OF SPRING HILL

CITY OF COLUMBIA

\_\_\_\_\_

\_\_\_\_\_

Rick Graham, Mayor                      Date

Dean Dickey, Mayor                      Date

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

NASHVILLE AREA MPO

\_\_\_\_\_

\_\_\_\_\_

John Schroer, Commissioner                      Date

Michelle Lacewell, Interim Director                      Date



**Town of Thompson's Station  
Cash Balance Report  
As of May 31, 2017**

	<b>April 2017</b>	<b>May 2017</b>
<b>General Fund:</b>		
Checking Account	171,134	174,411
Money Market Investment Accounts	6,663,093	6,890,585
Total General Fund Cash	6,834,227	7,064,996
Less: Developer Cash Bonds Held	(424,800)	(424,800)
Less: County Privilege Tax Held	(12,070)	(21,478)
Less: County Mixed Drink Tax Payable	(625)	(610)
Less: Capital Projects (Original Allocation)		
Parks (100,000 + 165,000 )	(175,665)	(173,165)
New Town Hall Design (25,000)	(3,000)	(3,000)
New Town Hall Construction Docs (75,600)	(45,820)	(45,820)
Critz Lane Realignment Design (46,825)	(46,825)	(46,825)
Critz Lane Redesign (596,000)	(484,620)	(457,740)
Critz Lane Realignment Construction (1,200,000)	(874,100)	(874,100)
Clayton Arnold / T. S. Rd E Intersection (38,750)	(17,000)	(17,000)
Cash Available - General Fund	4,749,703	5,000,459
 <b>Wastewater Fund:</b>		
Checking Account	141,286	100,084
Money Market Investment Accounts	2,157,544	2,233,227
Total Wastewater Fund Cash	2,298,831	2,333,310
Less: Lagoon Clean Out (Professional Fees) (445,000)	(86,437)	(86,437)
Less: Capital Projects (Original Allocation)		
SIA Wastewater Work (19,196)	(14,397)	0
Tollgate Drip Field Construction (456,876)	(111,434)	(111,434)
Cash Available - Wastewater Fund	2,086,562	2,135,439
<b>Total Cash Available</b>	<b>6,836,265</b>	<b>7,135,898</b>



**Town of Thompson's Station  
General Fund Revenue Analysis  
As of May 31, 2017**

**Year to Date  
Budget versus Actual**

	<b>April 2017</b>	<b>May 2017</b>	<b>Budget</b>	<b>% of Budget</b>	<b>Comment</b>
<b>General Government Revenues:</b>					
31111 Real Property Tax Revenue	223,267	225,349	175,000	129%	
31310 Interest & Penalty Revenue	130	187	-		
31610 Local Sales Tax - Trustee	757,817	846,186	800,000	106%	
31710 Wholesale Beer Tax	83,811	91,400	100,000	91%	
31720 Wholesale Liquor Tax	6,822	7,636	4,500		
31810 City Portion of County Priv Tax	35,087	37,756	35,000	108%	
31900 CATV Franchise Fee Income	12,118	17,718	12,000	148%	
32000 Beer Permits	700	600	500	120%	
32200 Building Permits	279,848	316,704	250,000	127%	
32230 Submittal & Review Fees	44,019	46,194	40,000	115%	
32245 Miscellaneous Fees	1,200	2,210	1,000	221%	
32260 Business Tax Revenue	20,013	91,643	75,000	122%	
33320 TVA Payments in Lieu of Taxes	22,687	22,687	29,000	78%	
33510 Local Sales Tax - State	182,172	202,255	200,000	101%	
33520 State Income Tax	-	-	100,000	0%	
33530 State Beer Tax	1,295	1,295	1,000	129%	
33535 Mixed Drink Tax	11,902	12,512	12,000	104%	
33552 State Streets & Trans. Revenue	4,519	4,970	5,500	90%	
33553 SSA - Motor Fuel Tax	42,445	46,781	48,000	97%	
33554 SSA - 1989 Gas Tax	6,825	7,492	7,700	97%	
33555 SSA - 3 Cent Gas Tax	12,667	13,905	14,300	97%	
36120 Interest Earned - Invest. Accts	17,469	19,962	12,000	166%	
37746 Pavilion & Comm. Ctr. Rental	11,871	13,349	10,000	133%	
37747 Pavilion Comm. Ctr Dep Refund	(5,275)	(6,475)	(6,000)	108%	
37990 Other Revenue	72,468	73,283	-		
Total general government revenue	<u>1,845,877</u>	<u>2,095,597</u>	<u>1,926,500</u>		
<b>Non-Operating Income:</b>					
32300 Impact Fees	422,741	474,313	400,000	119%	
33725 Greenways & Trails Grant	538,249	538,249	539,000	100%	
38000 Transfer from Reserves	-	-	1,926,000		
Total non-operating revenue	<u>960,990</u>	<u>1,012,562</u>	<u>2,865,000</u>		
Total revenue	<u>2,806,867</u>	<u>3,108,159</u>	<u>4,791,500</u>		



**Town of Thompson's Station  
General Fund Revenue Analysis  
As of May 31, 2017**

**Month to Month  
Trend Analysis**

	<b>April 2017</b>	<b>May 2017</b>	<b>Current Change</b>	<b>Comment</b>
<b>General Government Revenues:</b>				
31111 Real Property Tax Revenue	9,163	2,082	(7,081)	
31310 Interest & Penalty Revenue	33	57	24	
31610 Local Sales Tax - Trustee	64,638	88,369	23,731	
31710 Wholesale Beer Tax	7,292	7,589	297	
31720 Wholesale Liquor Tax	1,061	814	(247)	
31810 City Portion of County Priv Tax	2,621	2,668	48	
31900 CATV Franchise Fee Income	-	5,600	5,600	
32000 Beer Permits	100	(100)	(200)	
32200 Building Permits	8,570	36,856	28,286	
32230 Submittal & Review Fees	6,239	2,175	(4,064)	
32242 Miscellaneous Fees	20	1,010	990	
32260 Business Tax Revenue	2,418	71,630	69,212	
33320 TVA Payments in Lieu of Taxes	7,562	-	(7,562)	
33510 Local Sales Tax - State	15,473	20,083	4,610	
33520 State Income Tax	-	-	-	
33530 State Beer Tax	604	-	(604)	
33535 Mixed Drink Tax	625	610	(15)	
33552 State Streets & Trans. Revenue	451	451	-	
33553 SSA - Motor Fuel Tax	3,675	4,336	661	
33554 SSA - 1989 Gas Tax	585	667	81	
33555 SSA - 3 Cent Gas Tax	1,087	1,238	151	
36120 Interest Earned - Invest. Accts	1,638	2,492	855	
37746 Pavilion & Comm. Ctr. Rental	2,085	1,479	(606)	
37747 Pavilion Comm. Ctr Dep Refund	(925)	(1,200)	(275)	
37990 Other Revenue	250	815	565	
Total general government revenue	<u>135,265</u>	<u>249,720</u>	<u>114,455</u>	
<b>Non-Operating Income:</b>				
32300 Impact Fees	9,619	51,572	41,953	
33725 Greenways & Trails Grant	-	-	-	
38000 Transfer from Reserves	-	-	-	
Total non-operating revenue	<u>9,619</u>	<u>51,572</u>	<u>41,953</u>	
Total revenue	<u>144,884</u>	<u>301,292</u>	<u>156,408</u>	



**Town of Thompson's Station  
General Fund Expenditure Analysis  
As of May 31, 2017**

**Year to Date  
Actual versus Budget**

	<b>April 2017</b>	<b>May 2017</b>	<b>Budget</b>	<b>% of Budget</b>	<b>Comment</b>
<b>General Government Expenditures:</b>					
41110 Salaries	448,648	487,348	580,000	84%	
41141 FICA	27,672	30,065	38,500	78%	
41142 Medicare	6,472	7,032	10,000	70%	
41147 SUTA	2,252	2,254	5,600	40%	
41161 General Expenses	455	513	1,000	51%	
41211 Postage	773	887	1,000	89%	
41221 Printing, Forms & Photocopy	5,288	6,292	6,000	105%	
41231 Legal Notices	1,653	1,822	3,000	61%	
41235 Memberships & Subscriptions	3,213	3,259	3,700	88%	
41241 Utilities - Electricity	8,105	8,744	12,000	73%	
41242 Utilities - Water	1,816	1,965	2,300	85%	
41244 Utilities - Gas	1,184	1,270	2,000	64%	
41245 Telecommunications Expense	3,083	3,643	4,500	81%	
41252 Prof. Fees - Legal Fees	130,297	141,242	120,000	118%	
41253 Prof. Fees - Auditor	11,500	11,500	13,500	85%	
41254 Prof. Fees - Consulting Engineers	29,108	35,408	45,000	79%	
41259 Prof. Fees - Other	31,825	32,325	50,000	65%	
41264 Repairs & Maintenance - Vehicles	3,392	3,392	10,000	34%	
41265 Parks & Recreation Expense	16,770	19,951	20,000	100%	
41266 Repairs & Maintenance - Buildings	11,901	13,001	30,000	43%	
41268 Repairs & Maintenance - Roads	82,939	109,972	563,100	20%	
41269 SSA - Street Repair Expense	-	-	70,000	0%	
41270 Vehicle Fuel & Oil	6,839	7,739	15,000	52%	
41280 Travel	968	968	2,500	39%	
41285 Continuing Education	2,434	2,464	5,500	45%	
41289 Retirement	21,781	23,704	32,000	74%	
41291 Animal Control Services	3,289	3,289	3,300	100%	
41300 Economic Development	6,667	6,667	7,500	89%	
41311 Office Expense	17,027	17,869	22,000	81%	
41511 Insurance - Property	2,474	2,474	2,500	99%	
41512 Insurance - Workers Comp.	7,266	7,266	7,300	100%	
41513 Insurance - Liability	4,298	4,298	4,500	96%	
41514 Insurance - Medical	83,633	91,819	100,000	92%	
41515 Insurance - Auto	1,620	1,620	1,700	95%	
41516 Insurance - E & O	10,695	10,695	11,000	97%	
41551 Trustee Commission	5,067	5,109	6,000	85%	
41691 Bank Charges	66	66	2,000	3%	
41720 Donations	92,909	92,909	100,000	93%	
41899 Other Expenses	10,514	11,255	12,500	90%	
Total general government expenditures	<u>1,105,893</u>	<u>1,212,096</u>	<u>1,926,500</u>		
General government change in net position	<u>739,984</u>	<u>883,502</u>	<u>-</u>		
<b>Non-Operating Expenditures:</b>					
41940 Capital Projects	497,853	497,853	1,850,000	27%	
41942 Capital Projects - Grants	668,255	668,255	669,000	100%	
41944 Capital Projects - Parks	55,619	58,119	196,000	30%	
48000 Transfer to Reserves	339,302	531,892	-		
49030 Capital Outlay Note Payment	139,945	139,945	150,000	93%	
Total non-operating expenditures	<u>1,700,974</u>	<u>1,896,064</u>	<u>2,865,000</u>		
Non-operating change in net position	<u>(739,984)</u>	<u>(883,502)</u>	<u>-</u>		
Total expenditures	<u>2,806,867</u>	<u>3,108,159</u>	<u>4,791,500</u>		
Change in Net Position	<u>0</u>	<u>(0)</u>	<u>-</u>		





**Town of Thompson's Station**  
**General Fund Expenditure Analysis**  
**As of May 31, 2017**

**Month to Month**  
**Trend Analysis**

	<b>April 2017</b>	<b>May 2017</b>	<b>Current Change</b>	<b>Comment</b>
<b>General Government Expenditures:</b>				
41110 Salaries	47,503	38,701	(8,802)	
41141 FICA	2,891	2,394	(497)	
41142 Medicare	677	560	(117)	
41147 SUTA	111	2	(109)	
41161 General Expenses	2	57	55	
41211 Postage	11	115	104	
41221 Printing, Forms & Photocopy	378	1,004	626	
41231 Legal Notices	156	169	14	
41235 Memberships & Subscriptions	13	46	33	
41241 Utilities - Electricity	840	638	(202)	
41242 Utilities - Water	141	149	8	
41244 Utilities - Gas	160	86	(75)	
41245 Telecommunications Expense	320	560	240	
41252 Prof. Fees - Legal Fees	31,316	10,945	(20,371)	
41253 Prof. Fees - Auditor	-	-	-	
41254 Prof. Fees - Consulting Engineers	4,650	6,300	1,650	
41259 Prof. Fees - Other	5,950	500	(5,450)	
41264 Repairs & Maintenance - Vehicles	244	-	(244)	
41265 Parks & Recreation Expense	2,080	3,181	1,101	
41266 Repairs & Maintenance - Buildings	1,895	1,099	(796)	
<b>41268 Repairs &amp; Maintenance - Roads</b>	<b>3,828</b>	<b>27,034</b>	<b>23,206</b>	<b>Dump bed and Trailer for F550</b>
41269 SSA - Street Repair Expense	-	-	-	
41270 Vehicle Fuel & Oil	800	900	100	
41280 Travel	-	-	-	
41285 Continuing Education	250	30	(220)	
41289 Retirement	2,213	1,923	(290)	
41291 Animal Control Services	0	-	(0)	
41300 Economic Development	-	-	-	
41311 Office Expense	3,098	841	(2,257)	
41511 Insurance - Property	-	-	-	
41512 Insurance - Workers Comp.	-	-	-	
41513 Insurance - Liability	-	-	-	
41514 Insurance - Medical	8,167	8,185	18	
41515 Insurance - Auto	-	-	-	
41516 Insurance - E & O	-	-	-	
41551 Trustee Commission	183	42	(141)	
41691 Bank Charges	(1)	-	1	
41720 Donations	0	-	(0)	
41899 Other Expenses	100	741	640	
<b>Total general government expenditures</b>	<b>117,978</b>	<b>106,202</b>	<b>(11,776)</b>	
<b>Non-Operating Expenditures:</b>				
41940 Capital Projects	26,880	-	(26,880)	
41942 Capital Projects - Grants	-	-	-	
41944 Capital Projects - Parks	1,605	2,500	895	
48000 Transfer to Reserves	(1,578)	192,590	194,168	
49030 Capital Outlay Note Payment	0	-	(0)	
<b>Total non-operating expenditures</b>	<b>26,907</b>	<b>195,090</b>	<b>168,183</b>	
<b>Total expenditures</b>	<b>144,885</b>	<b>301,292</b>	<b>156,407</b>	



**Town of Thompson's Station  
General Fund Capital Expenditures Report  
Year to Date as of May 31, 2017**

<b>Capital Projects - General Fund</b>		<b>YTD 2017</b>	<b>Budget</b>
a	New Town Hall Design	9,200	25,000
a	New Town Hall Construction Documents	29,623	75,600
a	Town Center	0	
a	Critz Lane Realignment Design	0	47,000
a	Critz Lane Redesign	111,380	596,000
a	Critz Lane Realignment Construction	325,900	1,067,400
a	Clayton Arnold / TS Road E. Intersection	21,750	39,000
b	Greenway Trail	668,255	669,000
c	Parks	58,119	196,000
<b>Total Capital Improvements</b>		<b>1,224,227</b>	<b>2,715,000</b>

<b>Capital Projects - General Fund</b>		<b>July 2016</b>	<b>August 2016</b>	<b>September 2016</b>	<b>October 2016</b>	<b>November 2016</b>	<b>December 2016</b>	<b>January 2017</b>	<b>February 2017</b>	<b>March 2017</b>	<b>April 2017</b>	<b>May 2017</b>	<b>June 2017</b>	<b>YTD Total</b>
a	New Town Hall Design				7,500		1,700							9,200
a	New Town Hall Construction Documents								29,623					29,623
a	Town Center													-
a	Critz Lane Realignment Design													-
a	Critz Lane Redesign						5,900	21,100	37,000	20,500	26,880			111,380
a	Critz Lane Realignment Construction							325,900						325,900
a	Clayton Arnold / TS Road E. Intersection						17,400	4,350						21,750
b	Greenway Trail	500		295,752	16,108	321,685	3,991	30,220						668,255
c	Parks		2,805	2,221	7,349	19,300	989	5,000		16,350	1,605	2,500		58,119
<b>Total Capital Improvements</b>		<b>500</b>	<b>2,805</b>	<b>297,972</b>	<b>30,957</b>	<b>340,985</b>	<b>29,980</b>	<b>386,570</b>	<b>66,623</b>	<b>36,850</b>	<b>28,485</b>	<b>2,500</b>	<b>-</b>	<b>1,224,227</b>

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

- a 41940 Capital Projects
- b 41942 Capital Projects - Grants
- c 41944 Capital Projects - Parks



**Town of Thompson's Station**  
**Wastewater Fund Revenue and Expense Analysis**  
**As of May 31, 2017**

**Year to Date**  
**Actual versus Budget**

	<u>April 2017</u>	<u>May 2017</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
<b>Revenues:</b>					
3100 Wastewater Treatment Fees	694,755	773,043	850,000	91%	
3101 Septage Disposal Fees	7,950	8,800	10,000	88%	
3105 Late Payment Penalty	12,055	13,149	-	100%	
3109 Uncollectible Accounts	-	-	(5,000)	0%	
4009 Returned Check Charges	70	70	-	100%	
Total revenues	<u>714,829</u>	<u>795,062</u>	<u>855,000</u>		
<b>Operating Expenses:</b>					
Supply and Operations:					
4010 Payroll Expense	91,664	99,974	110,000	91%	
4210 Permits & Fees Expense	3,820	3,820	10,000	38%	
4220 Laboratory Water Testing	3,548	3,705	12,000	31%	
4230 Supplies Expense	2,490	2,490	7,500	33%	
4240 Repairs & Maint. Expense	55,627	63,120	82,000	77%	
4250 Postage, Freight & Express Chgs	4,653	5,675	4,000	142%	
4280 Billing Charges	5,407	6,281	12,000	52%	
4310 Utilities - Electric	71,763	77,445	100,000	77%	
4320 Utilities - Water	2,767	2,995	5,000	60%	
4390 Insurance Expense	20,278	20,278	20,300	100%	
4400 Prof. Fees-Consulting Engineers	26,154	30,609	50,000	61%	
4420 Prof. Fees - Auditor	2,000	2,000	2,000	100%	
4490 Prof. Fees - Other	360,802	360,802	455,000	79%	
4710 Payroll Taxes - FICA	5,710	6,224	7,000	89%	
4720 Payroll Taxes - Medicare	1,335	1,456	2,000	73%	
4730 Payroll Taxes - SUTA	370	371	1,000	37%	
4789 Employee Retirement Expense	4,569	4,984	6,000	83%	
4800 Bank Charges	59	79	500	16%	
4900 Other Expense	54	54	1,000	5%	
Total supply and operations	<u>663,069</u>	<u>692,359</u>	<u>887,300</u>		
Depreciation					
4990 Depreciation Expense	<u>259,680</u>	<u>285,648</u>	<u>315,000</u>	<u>91%</u>	
Total operating expenses	<u>922,749</u>	<u>978,007</u>	<u>1,202,300</u>		
Operating result	(207,920)	(182,945)	(347,300)		
<b>Non-Operating Income (Expense):</b>					
3300 Tap Fees	777,162	814,788	770,000	106%	
3902 Interest Income - Invest Accts	5,513	6,195	5,000	124%	
4100 Capital Expenditures	(367,099)	(381,496)	(480,000)	79%	
4993 Loan Repayment-Franklin Synergy	-	-	(112,000)		
4994 Interest Expense	(15,023)	(16,398)	(20,000)	82%	
Total non-operating income	<u>400,553</u>	<u>423,089</u>	<u>163,000</u>		
Change in Net Position	<u>192,633</u>	<u>240,144</u>	<u>(184,300)</u>		



**Town of Thompson's Station**  
**Wastewater Fund Revenue and Expense Analysis**  
**As of May 31, 2017**

**Month to Month  
Trend Analysis**

	<u>April 2017</u>	<u>May 2017</u>	<u>Current Change</u>	<u>Comment</u>
<b>Revenues:</b>				
3100 Wastewater Treatment Fees	66,380	78,288	11,908	
3101 Septage Disposal Fees	900	850	(50)	
3105 Late Payment Penalty	782	1,095	313	
3109 Uncollectible Accounts	-	-	-	
4009 Returned Check Charges	-	-	-	
Total revenues	<u>68,062</u>	<u>80,233</u>	<u>12,171</u>	
<b>Operating Expenses:</b>				
Supply and Operations:				
4010 Payroll Expense	8,393	8,310	(84)	
4210 Permits & Fees Expense	-	-	-	
4220 Laboratory Water Testing	488	158	(330)	
4230 Supplies Expense	494	-	(494)	
4240 Repairs & Maint. Expense	698	7,493	6,795	
4250 Postage, Freight & Express Chgs	554	1,022	468	
4280 Billing Charges	880	874	(7)	
4310 Utilities - Electric	6,192	5,682	(510)	
4320 Utilities - Water	214	228	14	
4390 Insurance Expense	-	-	-	
4400 Prof. Fees-Consulting Engineers	3,020	4,455	1,435	
4420 Prof. Fees - Auditor	-	-	-	
4490 Prof. Fees - Other	-	-	-	
4710 Payroll Taxes - FICA	519	514	(5)	
4720 Payroll Taxes - Medicare	121	120	(1)	
4730 Payroll Taxes - SUTA	9	0	(8)	
4789 Employee Retirement Expense	418	415	(4)	
4800 Bank Charges	-	20	20	
4900 Other Expense	-	-	-	
Total supply and operations	<u>22,001</u>	<u>29,290</u>	<u>7,290</u>	
Depreciation				
4990 Depreciation Expense	<u>25,968</u>	<u>25,968</u>	<u>-</u>	
Total operating expenses	<u>47,969</u>	<u>55,258</u>	<u>7,290</u>	
Operating result	20,093	24,974	4,881	
<b>Non-Operating Income (Expense):</b>				
3300 Tap Fees	7,626	37,626	30,000	
3902 Interest Income - Invest Accts	617	682	65	
4100 Capital Expenditures	-	(14,397)	(14,397)	SIA Payment
4994 Interest Expense	(1,444)	(1,376)	68	
Total non-operating income	<u>6,800</u>	<u>22,536</u>	<u>15,736</u>	
Change in Net Position	<u>26,893</u>	<u>47,510</u>	<u>20,617</u>	