

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
June 14, 2016**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

Consideration Of The Minutes Of The May 10, 2016 Meeting

Documents: [05102016 MINUTES.PDF](#)

Public Comments-

Reports-

Town Administrator Report

Documents: [MAY TA REPORT.PDF](#), [MAY BUILDING REPORT.PDF](#)

Finance Report

Documents: [TW 1 2016 05 CASH REPORT FOR BOMA.PDF](#), [TW 2 2016 05 GENERAL FUND ACTUAL VS BUDGET.PDF](#), [TW 3 2016 05 GENERAL FUND TREND ANALYSIS.PDF](#), [TW 4 2016 05 WASTEWATER FUND ACTUAL VS BUDGET.PDF](#), [TW 5 2016 05 WASTEWATER FUND TREND ANALYSIS.PDF](#)

Unfinished Business:

1. Public Hearing And Second Reading Of Ordinance 2016-009

An amendment to the Land Development Ordinance to include a minimum lot width for townhomes in the D3 zoning district.

Documents: [ORDINANCE 2016-009 LDO AMEND \(TOWNHOME WIDTHS\).PDF](#), [ORD 2016-009 STAFF REPORT.PDF](#)

2. Public Hearing And Second Reading Of Ordinance 2016-010

An amendment to the annual budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

Documents: [TW 6 ORD 2016-010 BUDGET FY2016 REVISION - SECOND READING.PDF](#), [TW 7 ORD 2016-010 GENERAL FUND DETAIL - MAY UPDATE.PDF](#), [TW 8 ORD 2016-010 WASTEWATER FUND DETAIL - MAY UPDATE.PDF](#)

New Business:

3. Public Hearing And Resolution 2016-012

A Resolution of the Town of Thompson's Station, Tennessee to Approve the Annual Tax Rate for Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017.

Documents: [RESOLUTION 2016-012 CERTIFIED TAX RATE.PDF](#), [CERTIFIED TAX RATE MEMO.PDF](#)

4. Federal Communications Commission

Petition for Declaratory Ruling of the Board of Mayor and Aldermen for the Town of

Thompson's Station Tennessee.

Documents: [16.6.2 PETITION FOR DECLARATORY RULING.PDF](#),
[DECLARATORY RULING MEMO.PDF](#)

5. First Reading - Ordinance 2016-011

An Ordinance to amend the Land Development Ordinance.

Documents: [ORDINANCE 2016-011 LDO AMENDMENT.PDF](#), [LDO AMENDMENTS 1ST READING STAFF REPORT.PDF](#), [MULTI FAMILY MEMO.PDF](#)

6. Resolution 2016-011

A Resolution of the Town of Thompson's Station, Tennessee to Approve an Agreement with PlaceMakers, LLC for Professional Services Related to Proposed Amendments to the Town's Design Review Guidelines and the Land Development Ordinance.

Documents: [RESOLUTION 2016-011 PLACEMAKERS AGREEMENT.PDF](#),
[2016.06.03 PLACEMAKERS AGREEMENT DESIGN REVIEW GUIDELINES.PDF](#)

7. Ordinance 2016-012

An Ordinance of the Town of Thompson's Station, Tennessee to amend Title 8 of the Municipal Code by adding a new Chapter 2 related to the sale of wine in food stores.

Documents: [ORD 2016-012 WINE IN GROCERY STORES.PDF](#), [MEMO -WINE IN GROCERY STORES.PDF](#)

8. Dedication Of Public Improvements

Allenwood Pump Station and Force Main

Documents: [ALLENWOOD SUBD ASBUILT.PDF](#),
[ALLENWOODPUMPSTATION MEMO.PDF](#)

9. Resolution 2016-010

A Subdivision Development Agreement between the Town of Thompson's Station and Shaw Enterprises, LLC for Phase 5 of the Bridgemore Subdivision.

Documents: [RESOLUTION 2016-010 SHAW DEVELOPMENT AGREEMENT.PDF](#), [DEVELOPMENT AGREEMENT - SHAW - BRIDGEMORE PHASE 5.PDF](#)

Adjourn

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

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
May 10, 2016

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:02 p.m. on Tuesday, May 10, 2016 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brinton Davis; Alderman Sarah Benson; Alderman Graham Shepard; Alderman Brandon Bell; Town Administrator Joe Cosentini; Town Planner Wendy Deats; Town Finance Director Tammy Womack; Town Attorney Todd Moore and Town Clerk Jennifer Jones.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the April 12th, 2016 Regular Meeting were submitted.

Alderman Davis moved to accept the minutes of the April 10th, 2016 Regular Meeting. The motion was seconded and carried unanimously.

Public Comments:

None.

BOMA Reports.

Alderman Shepard updated the Board on his amendment to the LDO regarding apartments in the TC zone and noted that the Planning Commission is proposing a solution. He also updated the Board on the partial settlement on the private lawsuit between the Developer of the Fields of Canterbury and the Canterbury HOA was settled out of court and the residents of Canterbury will be free of the Crystal Clear monopoly.

Alderman Shepard made a motion to direct Town Staff to prepare a draft petition for both Tollgate Village and Bridgemore Village that states they are in violation of the FCC's "over the air devices" rule and bring back before the Board in June. The motion was seconded and carried unanimously.

Alderman Davis noted that the Parks Commission has been working on the new rules and signage for Thompson's Station Park.

Alderman Bell congratulated Town Staff for two awards, one at State level and one at National level, given to the Town for the work on the new Land Development Ordinance.

Town Administrator's Report

Mr. Cosentini reviewed his report and stated that the Town has received notice from the TN Department of Transportation that we might be eligible for a bridge grant for the Fry Road Bridge. The Town has been awarded the TN Municipal League Small Town's Progress Award for the drafting and adoption of the Town's new Land Development Ordinance. Also the Town

received Honorable Mention for the 2016 Driehaus Form Based Code award for the achievement in writing and implementing form based codes.

Finance Report

Mrs. Womack reviewed the financial report and stated that we are in a strong cash position.

Unfinished Business:

Public Comment:

Ashley Judd – Garrison Rd/Leipers Creek Rd. – Environmental, community, and lifestyle change concerns.

Anne Goetze – Leipers Fork – Doesn't think Two Farms is legal.

Rachael McCampbell – 4119 Hillsboro Rd. – Urban sprawl, tax, and traffic concerns.

Pat Thomas – 7491 Caney Fork – Urban Growth Boundry and planning process concerns.

Kayla Wright – 3275 Kinnard Springs Rd. – Traffic and eminent domain concerns.

Maurice Amateau – 3210 Kinnard Springs Rd. – Environmental and traffic concerns.

Joshua Ferg - 5519 Joseph St., Franklin – Taxation and traffic concerns.

Pam Lewis – 4801 Columbia Pk. – Traffic Concerns

Matthew Gary – 2700 Brenda St. – Appreciates the Town and what the Staff is doing.

Tom Mason – 1388 Hunter Rd. – Population, greenspace concerns.

Erin Cornay – 4068 Carters Creek Pk. – Traffic, lifestyle, noise, pollution, and environmental concerns.

Rena Ivanov - 3863 Bear Creek Rd. – traffic concerns.

Diana Hudson – 5279 Old Hillsboro Rd. – Concerns with traffic and urban growth

Jon Peterson – 344 Colebrook Dr. – Thinks this is a precedent for the community. Uses a vision that embraces what Thompson's Station wants.

Stella Shultz – Robinson Rd. – Development concerns

Michelle Mullins – 1501 Coleman Rd. – Doing development the right way. People are resilient.

Renae Lestarjett – 1404 Coleman Rd. – Public safety concerns

Rick Nardone – 3733 Mobley's Cut – Density concerns

Nicholas Evrett – 3512 Refuge Trail – Traffic/road concerns. Put something together to show what the community is getting.

There being no further comments, the public hearing was closed.

1. Public Hearing and second reading of Ordinance 2016-005 – Rezone for Two Farms at Thompson’s Station.

Mrs. Deats reviewed the Staff report and recommended approval with the following contingencies:

1. An acceptable school building site must be identified and dedicated from within the annexed area prior to the approval of any residential plat.
2. An acceptable public safety building must be identified and dedicated from within the annexed area prior to the approval of any residential plat.
3. All proposed trails within the community must be made to allow for future connections to the public trail system.
4. The wastewater treatment facility must be located in an area at least 1,000 feet away from any existing adjacent residential structure.
5. All off site infrastructure improvements necessary to serve this project will be paid for entirely by the developer/applicant. Improvements that are mutually beneficial may be presented and approved by the Board of Mayor and Aldermen where cost sharing and/or financial offsets can be considered.

After discussion, Alderman Davis made a motion to approve Ordinance 2016-005, a rezone for Two Farms at Thompson’s Station. Alderman Davis then withdrew the motion due to further discussion.

Alderman Shepard then proposed a sixth contingency that the Developer will work with Staff with the definition of garden apartment. Beau Welling of Beau Welling Design and Michael Abbott with Beacon Development came forward to speak on behalf of the applicant. After further discussion between the Board and the applicant, the applicant stated they would work with Town Staff on a definition of a garden apartment to put in the Developer Agreement.

Alderman Davis then made a motion to approve Ordinance 2016-005, a rezone for Two Farms at Thompson’s Station Phase 2 – a request to rezone from T2 to Transect Community (TC) zone with Staff recommended contingencies. The motion was seconded and carried unanimously.

2. Public Hearing and second reading of Ordinance 2016-007 – An Ordinance of the Town of Thompson’s Station , Tennessee Adopting the Annual Budget and Tax Rate for the Fiscal Year Beginning July 1, 2016 and Ending June 30, 2017.

Mr. Cosentini reviewed his Staff report.

Mayor Napier then opened the Public Hearing for comment. There being none, the Mayor then closed public comment.

After discussion, Alderman Bell made a motion to approve Ordinance 2016-007, an Ordinance of the Town of Thompson's Station, Tennessee, adopting the annual budget and tax rate for the fiscal year beginning July 1, 2016 and ending June 30, 2017. The motion was seconded and approved unanimously.

Mayor Napier then called a 5 minute recess at 8:48 and the Board reconvened at 8:52.

- 3. First Reading of Ordinance 2016-005 – Roderick Place – Request to approve a revised concept plan for the development of 87 single family lots 56 rental guest suites and 127,606 square feet of commercial located at 4626 Columbia Pike and 4624 Columbia Pike.**

Mrs. Deats reviewed her staff report and recommended that the Board of Mayor and Aldermen pass Ordinance 2016-006 and set a public hearing and second reading for June 14, 2016. Jeff Rosiak with Kiser Vogrin Design and Bryan Echols, legal counsel for the Developer came forward to speak on behalf of the applicant.

After discussion, Alderman Bell made a motion to defer Ordinance 2016-005, Concept Plan for Roderick Place be returned to Planning Commission for analysis of zoning use and relationship to the zoning plan and be brought back before the Board of Mayor and Aldermen in June. The motion was seconded and carried by a vote of 4 to 1, with Alderman Shepard casting the opposing vote.

- 4. Resolution 2016-005 – A resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve a Utility Relocation Agreement with the State of Tennessee Department of Transportation related to the SIA Road serving Mars Petcare and to authorize the Mayor to Execute Said Agreement.**
 - a. Resolution 2016-006 – A Resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve an Agreement with Kimley Horn and Associates, Inc. for professional services related to the wastewater line relocation and upgrade along Highway 31 as part of the TDOT Project for Mars Petcare.**

Mr. Cosentini reviewed his Staff report and recommended moving into an agreement with TDOT and Kimley Horn and Associates for professional services related to wastewater relocation.

After discussion, Alderman Davis made a motion to approve Resolution - 2016-005 A resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve a Utility Relocation Agreement with the State of Tennessee Department of Transportation related to the SIA Road serving Mars Petcare and to authorize the Mayor to Execute Said Agreement and Resolution 2016-006 A Resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve an Agreement with Kimley Horn and Associates, Inc. for professional services related to the wastewater line relocation and upgrade along Highway 31 as part of the TDOT Project for Mars Petcare. The Motion was seconded and carried unanimously.

- a. **Resolution 2016-007 – A resolution of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to approve a Deposit and Reimbursement Agreement with C&L Development LLC for the installation of a new Wastewater Force Main and to Authorize the Mayor to execute said agreement.**

Resolution not applicable

New Business:

5. **First Reading of Ordinance 2016-008 – Rezone for Pleasant Creek located along the west side of Lewisburg Pike from D1 Low Intensity Residential to TC Transect Community (File: Zone Amend 2016-003).**

Withdrawn by applicant.

6. **Wastewater Request – Pleasant Creek**
- Withdrawn by applicant.**

7. **First Reading of Ordinance 2016-010 – An Ordinance of the Town of Thompson’s Station, TN which amends the annual budget which begins July 1, 2015 and ends June 30, 2016.**

Mr. Cosentini reviewed his staff report and recommended approval to the Board of Mayor and Aldermen.

After discussion, Alderman Bell made a motion to approve first reading of Ordinance 2016-010, an Ordinance of the Town of Thompson’s Station, TN which amend the annual budget which begins July 1, 2015 and ends June 30, 2016. The motion was seconded and approved unanimously.

9. **Resolution 2016-009 – A resolution of the Board of Mayor and Aldermen of the Town of Thompson’s Station, TN to award bid and approve a contract with K.W. Langford excavating for the construction of Phase I of the Town’s Greenway and to authorize Mayor to execute said agreement.**

Mr. Cosentini reviewed his Staff report and recommended approval to the Board of Mayor and Aldermen.

After discussion, Alderman Bell made a motion to approve Resolution 2016-009 – A resolution of the Board of Mayor and Aldermen of the Town of Thompson’s Station, TN to award bid and approve a contract with K.W. Langford excavating for the construction of Phase I of the Town’s Greenway and to authorize Mayor to execute said agreement. The motion was seconded and carried unanimously.

10. **First Reading, Ordinance 2016-009 – An ordinance of the Board of Mayor and Alderman of the Town of Thompson’s Station, TN to amend the Land Development Ordinance to include a minimum lot width for Townhomes in the D3 Zoning District.**

After a brief discussion, Alderman Bell made a motion to approve the first reading of Ordinance 2016-009 An ordinance of the Board of Mayor and Alderman of the Town of Thompson’s Station, TN to amend the Land Development Ordinance to include a minimum lot width for Townhomes in the D3 Zoning District. The motion was seconded and carried by a vote of 4 to 1 with Alderman Shepard casting the opposing vote.

Adjourn

There being no further business, the meeting was adjourned at 9:35 p.m.


Corey Napier, Mayor

Jennifer Jones, Town Recorder

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

DATE: June 7, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator 
SUBJECT: TA Report 6/14/2016

Non-Agenda Updates:

Future Development Discussions:

Roderick Place – A representative of Roderick Place has informed me that they will be pursuing their 2007 plan instead of making changes to the project. No submittals have been received. Planning Commission has not evaluated alternative zoning as it would not be necessary if Roderick stays with the 2007 plan.

Critz Lane/Columbia Pike – Staff met with representatives regarding a potential convenience center at this intersection. The project appears to be in the early phases of gathering information to determine if the project is feasible.

Pantall Road – Staff met with representative on a potential residential project that included just under 200 units and an offsite wastewater system. The project would require and up-zone from D1 to D3. The zoning necessary for this project is unlikely to receive favorable recommendation due to the location of the proposed project and the non-conformance to the Town's General Plan.

Sedberry Road (Hill Property) – Owner representatives met with Town staff to discuss options of rezoning and potentially dedicating a significant amount of land to the Town as a continuation of the Town's central park. No formal submittals have been received.

Bryant Parcel (across from Mars Global Innovation Center) – Staff met with representatives regarding a potential commercial development on this site and associated master plan. Information is still being gathered by the developers to determine feasibility.

Lewisburg Pike Commercial Rezone – Staff has received a request to rezone a six-acre parcel on Lewisburg Pike from D1 to Commercial. The application has been deemed incomplete and the applicant is working to make the necessary revisions to the request.

TDOT Columbia Pike Project (SIA)

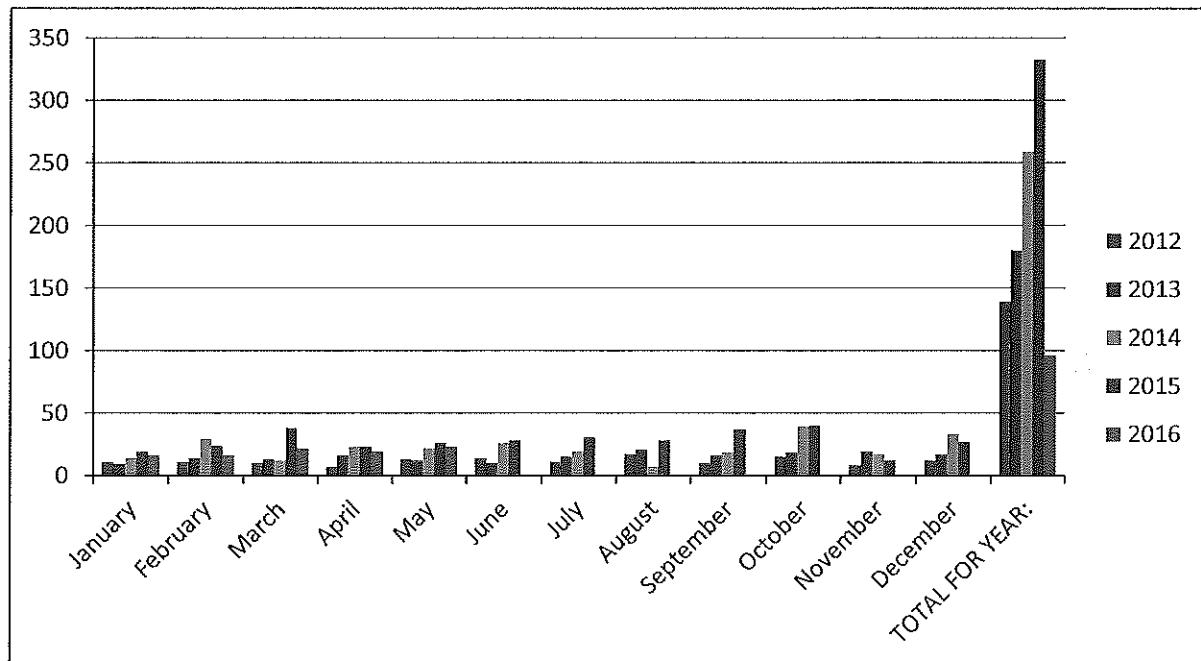
The Town has been notified that the project was not ready for the June advertisement and will be rescheduled for an August letting.

New Residential Permits Issued 2012-2016

Monthly Comparison

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
January	11	9	14	19	16
February	11	14	29	24	16
March	10	13	12	38	22
April	7	16	23	23	19
May	13	12	22	26	23
June	14	10	26	28	
July	11	15	19	31	
August	17	21	7	28	
September	10	16	18	37	
October	15	18	39	40	
November	8	19	17	12	
December	12	17	33	27	
TOTAL FOR YEAR:	<u>139</u>	<u>180</u>	<u>259</u>	<u>333</u>	<u>96</u>

SFR:	<u>191</u>	<u>284</u>
TWN:	<u>63</u>	<u>49</u>
OTHER:	<u>5</u>	<u>7</u>



May 2016 Building Inspections - Inspections vs. Failed Inspections

<u>Date</u>	<u>Total Inspections</u>	<u>Total Failed</u>	<u>Fail Rate</u>	<u>Inspections that Failed:</u>
5/2/2016	12	3	25%	frame, foundation, final
5/3/2016	12	2	17%	final (x2)
5/4/2016	12	1	8%	plumb slab
5/5/2016	16	4	25%	frame, water/sewer(x2), insulation
5/6/2016	14	3	21%	water/sewer, load points, hvac
5/9/2016	15	3	20%	plumb slab(x3)
5/10/2016	9	2	22%	final, PRI
5/11/2016	15	4	27%	hvac, frame, insulation, final
5/12/2016	13	4	31%	insulation (x3), final
5/13/2016	13	2	15%	frame (x2)
5/16/2016	8	4	50%	PRI (x2), frame, foundation
5/17/2016	7	4	57%	frame (x2), final (x2)
5/18/2016	0	0	#DIV/0!	RICHARD IN TRAINING
5/19/2016	14	4	29%	gas (x3), frame
5/20/2016	18	8	44%	frame (x4), PRI, lentil, final, gas
5/23/2016	13	4	31%	frame (x3), final
5/24/2016	19	9	47%	final (x3), insulation, foundation (x2), greenplate, PRI, lentil
5/25/2016	14	2	14%	water/sewer, footer
5/26/2016	19	8	42%	final (x 5), frame (x2), PRI,
5/27/2016	24	3	13%	gas (x2), frame
5/31/2016	15	4	27%	final, lentil, footer, frame
TOTAL for May	246	72	29%	
Average/Day	12	3	28%	

Permit #	Issue Date	Issued To	Type	Res./	New/Acc.	Sq Ft	Lot #	Subdivision	Address
1419	5/3/2016	Goodall Homes	SFR	RES	NEW	3,948	LOT 422	Canterbury	2406 Lionsgate Way
1420	5/3/2016	Goodall Homes	SFR	RES	NEW	2,461	LOT 432	Canterbury	2420 Lionsgate Way
1421	5/3/2016	Goodall Homes	SFR	RES	NEW	3,985	LOT 428	Canterbury	3006 Callaway Park Place
1422	5/4/2016	Celebration Homes	SFR	RES	NEW	2,780	LOT 365	Canterbury	2623 Westerham Way
1423	5/4/2016	Goodall Homes	SFR	RES	NEW	3,591	LOT 433	Canterbury	2359 Lionsgate Way
1424	5/6/2016	Goodall Homes	SFR	RES	NEW	2,219	LOT 429	Canterbury	2408 Lionsgate Way
1425	5/6/2016	Willow Branch Partners	SFR	RES	NEW	3,126	LOT 504	Canterbury	2013 Firtree Way
1426	5/9/2016	Goodall Homes	SFR	RES	NEW	2,963	LOT 430	Canterbury	2412 Lionsgate Way
1427	5/9/2016	Goodall Homes	SFR	RES	NEW	3,590	LOT 431	Canterbury	2416 Lionsgate Way
1428	5/11/2016	Lennar Homes	SFR	RES	NEW	3,657	LOT 1202	Tollgate	3214 Natoma Circle
1429	5/11/2016	Willow Branch Partners	TWN	RES	NEW	2,248	LOT 910	Canterbury	1638 Hampshire Pl
1430	5/11/2016	Willow Branch Partners	TWN	RES	NEW	2,115	LOT 911	Canterbury	1642 Hampshire Pl
1431	5/11/2016	Willow Branch Partners	TWN	RES	NEW	2,115	LOT 912	Canterbury	1646 Hampshire Pl
1432	5/11/2016	Willow Branch Partners	TWN	RES	NEW	2,248	LOT 913	Canterbury	1650 Hampshire Pl
1433	5/16/2016	Celebration Homes	SFR	RES	NEW	4,419	LOT 1025	Canterbury	2812 Chatham Place Cir
1434	5/16/2016	Celebration Homes	SFR	RES	NEW	2,738	LOT 706	Canterbury	2535 Tapestry St
1435	5/16/2016	Celebration Homes	SFR	RES	NEW	3,186	LOT 1028	Canterbury	2813 Chatham Place Cir
1436	5/20/2016	Celebration Homes	SFR	RES	NEW	3,467	LOT 821	Canterbury	2101 Callaway Park Pl
1437	5/20/2016	Celebration Homes	SFR	RES	NEW	3,960	LOT 824	Canterbury	2092 Callaway Park Pl
1438	5/24/2016	Willow Branch Partners	SFR	RES	NEW	3,350	LOT 506	Canterbury	2021 Firtree Way
1439	5/25/2016	Meritage Homes of TN	SFR	RES	NEW	4,412	LOT 3003	Bridgemore	3528 Robbins Nest Rd
1440	5/25/2016	Meritage Homes of TN	SFR	RES	NEW	4,525	LOT 3053	Bridgemore	2804 Cabin Run Bridge Rd
1441	5/25/2016	Meritage Homes of TN	SFR	RES	NEW	4,635	LOT 3007	Bridgemore	3533 Robbins Nest Rd

YEAR TO DATE INFORMATION

Total Permits: 103

SFR: 89

TWN: 14

Other: 0



Town of Thompson's Station
Cash Balance Report
As of May 31, 2016

	Mar-16	Apr-16	May-16
General Fund:			
Checking Account	\$ 241,356	\$ 278,348	\$ 262,524
Money Market Investment Accounts	5,766,486	5,867,107	6,068,474
	Total General Fund Cash		
	\$ 6,007,842	\$ 6,145,456	\$ 6,330,997
Less: Developer Cash Bonds Held	(474,800)	(474,800)	(474,800)
Less: County Privilege Tax Held	(123,854)	(104,148)	(148,576)
Less: County Mixed Drink Tax Payable	(467)	(978)	(515)
Less: FY16 Capital Projects			
Greenway Trail	(825,302)	(824,891)	(823,765)
Mars PetCare SIA (State Industrial Access)	(100)	(100)	(100)
Parks	(100,000)	(100,000)	(90,302)
Community Center Design	(12,200)	(12,200)	(12,200)
Town Center	(350,000)	(350,000)	(350,000)
Critz Lane Design	(47,125)	(47,125)	(46,825)
Miscellaneous	(22,587)	(22,587)	(22,587)
	Cash Available - General Fund		
	\$ 4,051,407	\$ 4,208,626	\$ 4,361,328
Wastewater Fund:			
Checking Account	\$ 167,179	\$ 140,562	\$ 172,148
Money Market Investment Accounts	1,643,332	1,693,550	1,613,777
	Total Wastewater Fund Cash		
	\$ 1,810,511	\$ 1,834,112	\$ 1,785,925
	Cash Available - Wastewater Fund		
	\$ 1,810,511	\$ 1,834,112	\$ 1,785,925
	Total Cash Available		
	\$ 5,861,918	\$ 6,042,738	\$ 6,147,253



Town of Thompson's Station
General Fund Income and Expense Analysis
As of May 31, 2016

Year to Date
Actual versus Budget

	Year to Date (92%)				Comment
	Apr-16	May-16	Budget	% of Budget	
Income					
31111 · Real Property Tax Revenue	161,921	163,059	125,000	130%	
31310 · Interest & Penalty Revenue	119	151	-	100%	
31610 · Local Sales Tax - Trustee	610,673	691,023	600,000	115%	
31710 · Wholesale Beer Tax	83,612	92,443	95,000	97%	
31810 · City Portion of County Priv Tax	33,735	37,209	30,000	124%	
31900 · CATV Franchise Fee Income	10,317	13,919	12,000	116%	
32000 · Beer Permits	700	700	500	140%	
32200 · Building Permits	449,450	496,908	450,000	110%	
32230 · Submittal & Review Fees	119,987	128,081	30,000	427%	
32245 · Miscellaneous Fees	145	1,140	500	228%	
32260 · Business Tax Revenue	16,883	50,073	81,000	62%	
32300 · Impact Fees	674,071	748,359	650,000	115%	
33320 · TVA Payments in Lieu of Taxes	26,450	26,450	29,000	91%	
33510 · Local Sales Tax - State	175,508	194,880	170,000	115%	
33520 · State Income Tax	-	-	100,000	0%	
33530 · State Beer Tax	1,309	1,309	1,100	119%	
33535 · Mixed Drink Tax	5,093	5,607	4,000	140%	
33552 · State Streets & Trans. Revenue	4,547	5,001	5,500	91%	
33553 · SSA - Motor Fuel Tax	41,670	46,202	48,000	96%	
33554 · SSA - 1989 Gas Tax	6,698	7,404	7,700	96%	
33555 · SSA - 3 Cent Gas Tax	12,431	13,742	14,300	96%	
33725 · Greenways & Trails Grant	-	-	599,000	0%	
36120 · Interest Earned - Invest. Accts	7,532	8,898	7,500	119%	
36130 · Interest Income-Interfund Loan	11,667	11,667	12,000	97%	
37746 · Pavilion & Comm. Ctr. Rental	12,377	13,827	9,000	154%	
37747 · Pavilion Comm. Ctr Dep Refund	(5,550)	(7,200)	-	100%	
37990 · Other Revenue	3,231	3,331	-	100%	
37999 · Loan Repayment From W/W Fund	388,889	388,889	385,000	101%	
39999 · Budgeted Fund Balance - GF	-	-	193,200	0%	
Total Income	2,853,465	3,143,072	3,659,300		
Expense					
41110 · Payroll Expense	418,333	455,814	578,000	79%	
41141 · Payroll Taxes - FICA	25,874	28,189	29,000	97%	
41142 · Payroll Taxes - Medicare	6,051	6,593	8,000	82%	
41147 · Payroll Taxes - SUTA	3,550	3,576	3,500	102%	
41161 · Board Member Expenses	651	651	1,000	65%	
41211 · Postage, Freight & Express Chgs	4,439	4,541	5,500	83%	
41221 · Printing, Forms & Photocopy Exp	4,510	5,294	6,000	88%	
41230 · Recording & Filing Fees	152	152	1,000	15%	
41231 · Publication of Legal Notices	2,320	2,715	3,000	91%	
41235 · Memberships & Subscriptions	3,302	3,316	6,000	55%	
41241 · Utilities - Electricity	9,278	9,995	12,000	83%	
41242 · Utilities - Water	1,391	1,560	2,300	68%	
41244 · Utilities - Gas	1,055	1,137	2,000	57%	
41245 · Telecommunications Expense	3,028	3,328	4,500	74%	
41252 · Prof. Fees - Legal Fees	103,645	117,530	120,000	98%	
41253 · Prof. Fees - Auditor	13,000	13,000	13,000	100%	
41254 · Prof. Fees-Consulting Engineers	25,388	27,998	40,000	70%	
41259 · Prof. Fees - Other	11,724	16,524	60,000	28%	
41264 · Repairs & Maint - Vehicles	7,670	8,024	10,000	80%	
41265 · Parks & Rec. Expense	10,379	11,308	20,000	57%	
41266 · Repairs & Maint - Bldg	11,482	12,709	50,000	25%	
41268 · Repairs & Maint-Roads, Drainage	105,344	196,083	418,100	47%	
41269 · SSA - Street Repair Expense	0	0	70,000	0%	
41270 · Vehicle Fuel & Oil Expense	6,972	7,890	15,000	53%	
41280 · Travel Expense	792	812	2,000	41%	
41285 · Continuing Education Expense	3,377	3,991	7,000	57%	
41289 · Employee Retirement Expense	7,587	9,454	53,000	18%	
41291 · Animal Control Services	3,133	3,133	3,200	98%	
41300 · Economic Development Expense	5,734	5,734	10,000	57%	
41311 · Office Expense	13,135	13,514	15,000	90%	
41511 · Insurance - Property	2,701	2,701	2,800	96%	
41512 · Insurance - Workers Comp.	14,510	14,510	14,600	99%	
41513 · Insurance - Liability	4,357	4,357	4,500	97%	
41514 · Insurance - Employee Medical	75,797	84,460	100,000	84%	
41515 · Insurance - Auto	2,257	2,257	2,300	98%	
41516 · Insurance - E & O	10,695	10,695	12,000	89%	
41551 · Trustee Commission	2,734	2,757	3,000	92%	
41691 · Bank Charges	0	0	2,000	0%	
41720 · Donations	74,279	74,279	100,000	74%	
41899 · Other Expenses	174	1,044	10,000	10%	
41940 · Capital Projects	321,325	332,449	1,680,000	20%	
41943 · Acquisition of Public Use Prop.	26,938	26,938	-	-	
49030 · Capital Outlay Note Payment	143,250	143,250	160,000	90%	
Total Expense	1,492,313	1,674,262	3,659,300		
Net Income	1,361,152	1,468,810	0		



Town of Thompson's Station
General Fund Income and Expense Analysis
As of May 31, 2016

Month to Month
Trend Analysis

	Month to Month			Comment
	Apr-16	May-16	Current Change	
Income				
31111 · Real Property Tax Revenue	2,740	1,138	(1,602)	
31310 · Interest & Penalty Revenue	-	32	32	
31610 · Local Sales Tax - Trustee	63,520	80,350	16,830	
31710 · Wholesale Beer Tax	7,666	8,831	1,165	
31810 · City Portion of County Priv Tax	4,537	3,474	(1,063)	
31900 · CATV Franchise Fee Income	-	3,602	3,602	
32000 · Beer Permits	-	-	-	
32200 · Building Permits	35,076	47,458	12,382	
32230 · Submittal & Review Fees	12,746	8,094	(4,652)	
32245 · Miscellaneous Fees	35	995	960	
32260 · Business Tax Revenue	3,668	33,190	29,522	Annual business renewals and tax receipts
32300 · Impact Fees	52,074	74,288	22,214	
33320 · TVA Payments in Lieu of Taxes	7,866	-	(7,866)	
33510 · Local Sales Tax - State	16,694	19,372	2,678	
33520 · State Income Tax	-	-	-	
33530 · State Beer Tax	611	-	(611)	
33535 · Mixed Drink Tax	512	514	2	
33552 · State Streets & Trans. Revenue	455	454	(1)	
33553 · SSA - Motor Fuel Tax	3,553	4,532	979	
33554 · SSA - 1989 Gas Tax	555	706	151	
33555 · SSA - 3 Cent Gas Tax	1,030	1,311	281	
33725 · Greenways & Trails Grant	-	-	-	
36120 · Interest Earned - Invest. Accts	622	1,366	744	
36130 · Interest Income-Interfund Loan	-	-	-	
37746 · Pavilion & Comm. Ctr. Rental	2,400	1,450	(950)	
37747 · Pavilion Comm. Ctr Dep Refund	(200)	(1,650)	(1,450)	
37990 · Other Revenue	777	100	(677)	
37999 · Loan Repayment From W/W Fund	-	-	-	
39999 · Budgeted Fund Balance - GF	-	-	-	
Total Income	216,937	289,607	72,670	
Expense				
41110 · Payroll Expense	44,867	37,481	(7,386)	
41141 · Payroll Taxes - FICA	2,772	2,315	(457)	
41142 · Payroll Taxes - Medicare	648	542	(106)	
41147 · Payroll Taxes - SUTA	238	26	(212)	
41161 · Board Member Expenses	-	-	-	
41211 · Postage, Freight & Express Chgs	488	102	(386)	
41221 · Printing, Forms & Photocopy Exp	378	784	406	
41230 · Recording & Filing Fees	-	-	-	
41231 · Publication of Legal Notices	516	395	(121)	
41235 · Memberships & Subscriptions	14	14	-	
41241 · Utilities - Electricity	858	717	(141)	
41242 · Utilities - Water	178	169	(9)	
41244 · Utilities - Gas	110	82	(28)	
41245 · Telecommunications Expense	300	300	-	
41252 · Prof. Fees - Legal Fees	11,983	13,885	1,902	
41253 · Prof. Fees - Auditor	-	-	-	
41254 · Prof. Fees-Consulting Engineers	-	2,610	2,610	
41259 · Prof. Fees - Other	-	4,800	4,800	
41264 · Repairs & Maint - Vehicles	1,976	354	(1,622)	
41265 · Parks & Rec. Expense	881	929	48	
41266 · Repairs & Maint - Bldg	987	1,227	240	
41268 · Repairs & Maint-Roads, Drainage	22,264	90,739	68,475	Purchase of Trackhoe and Skid Loader
41269 · SSA - Street Repair Expense	-	-	-	
41270 · Vehicle Fuel & Oil Expense	364	918	554	
41280 · Travel Expense	33	20	(13)	
41285 · Continuing Education Expense	250	614	364	
41289 · Employee Retirement Expense	1,850	1,867	17	
41291 · Animal Control Services	-	-	-	
41300 · Economic Development Expense	80	-	(80)	
41311 · Office Expense	884	379	(505)	
41511 · Insurance - Property	-	-	-	
41512 · Insurance - Workers Comp.	-	-	-	
41513 · Insurance - Liability	-	-	-	
41514 · Insurance - Employee Medical	8,970	8,663	(307)	
41515 · Insurance - Auto	-	-	-	
41516 · Insurance - E & O	-	-	-	
41551 · Trustee Commission	-	23	23	
41691 · Bank Charges	(40)	-	40	
41720 · Donations	500	-	(500)	
41899 · Other Expenses	-	870	870	
41940 · Capital Projects	411	11,124	10,713	Park painting; Master Plan 10% installment
41943 · Acquisition of Public Use Prop.	-	-	-	
49030 · Capital Outlay Note Payment	-	-	-	
Total Expense	102,760	181,949	79,189	
Net Income	114,177	107,658	(6,519)	



Town of Thompson's Station
Wastewater Fund Income and Expense Analysis
As of May 31, 2016

Year to Date
 Actual versus Budget

	Year to Date (92%)				Comment
	Apr-16	May-16	Budget	% of Budget	
Income					
3100 · Wastewater Treatment Fees	479,031	543,039	550,000	99%	
3101 · Septage Disposal Fees	67,090	68,240	70,000	97%	
3105 · Late Payment Penalty	8,463	9,754		100%	
3109 · Uncollectible Accounts	0	0	(5,000)	0%	
3300 · Tap Fees	610,562	680,688	650,000	105%	
3902 · Interest Income - Invest Accts	1,510	1,737	300	579%	
4009 · Returned Check Charges	115	150		100%	
Total Income	1,166,771	1,303,608	1,265,300		
Expense					
4010 · Payroll Expense	83,005	90,821	110,000	83%	
4100 · Capital Expenditures	0	110,347	20,000	552%	
4150 · WW Infrastructure Installed	541	3,720	25,000	15%	
4210 · Permits & Fees Expense	9,654	9,654	10,000	97%	
4220 · Laboratory Water Testing	6,568	6,892	12,000	57%	
4230 · Supplies Expense	1,900	1,923	7,500	26%	
4240 · Repairs & Maint. Expense	32,454	33,066	81,200	41%	
4310 · Utilities - Electric	72,351	78,640	100,000	79%	
4320 · Utilities - Water	1,833	2,094	1,500	140%	
4390 · Insurance Expense	16,748	16,748	20,000	84%	
4400 · Prof. Fees-Consulting Engineers	70,603	70,603	100,000	71%	
4420 · Prof. Fees - Auditor	0	0	1,800	0%	
4490 · Prof. Fees - Other	600	600	10,000	6%	
4710 · Payroll Taxes - FICA	5,146	5,631	7,000	80%	
4720 · Payroll Taxes - Medicare	1,203	1,317	1,500	88%	
4730 · Payroll Taxes - SUTA	0	0	500	0%	
4789 · Employee Retirement Expense	1,172	1,563	12,000	13%	
4800 · Bank Charges	50	62	300	21%	
4900 · Other Expense	400	400	1,000	40%	
4990 · Depreciation Expense	229,170	252,087	275,000	92%	
4994 · Interest Expense	17,372	18,978	22,000	86%	
4995 · Interest Expense-Interfund Loan	11,667	11,667	12,000	97%	
Total Expense	562,437	716,813	830,300		
Net Income - Operating	604,334	586,795	435,000		
Financing Activities					
4993 · Loan Repayment-Franklin Synergy	92,593	101,852	112,000	91%	
4999 · Loan Repayment to General Fund	388,889	388,889	390,000	100%	
Net Income	122,852	96,054	(67,000)		



Town of Thompson's Station
Wastewater Fund Income and Expense Analysis
As of May 31, 2016

Month to Month
Trend Analysis

	Apr-16	May-16	Current Change	Comment
Income				
3100 · Wastewater Treatment Fees	52,771	64,008	11,237	
3101 · Septage Disposal Fees	1,100	1,150	50	
3105 · Late Payment Penalty	1,243	1,291	48	
3109 · Uncollectible Accounts	0	0	0	
3300 · Tap Fees	50,126	70,126	20,000	
3902 · Interest Income - Invest Accts	218	227	9	
4009 · Returned Check Charges	0	35	35	
Total Income	105,458	136,837	31,379	
Expense				
4010 · Payroll Expense	7,816	7,816	0	
4100 · Capital Expenditures	0	110,347	110,347	Utility Work, Track Hoe, Skid Loader
4150 · WW Infrastructure Installed	0	3,179	3,179	
4210 · Permits & Fees Expense	0	0	0	
4220 · Laboratory Water Testing	330	324	(6)	
4230 · Supplies Expense	35	23	(12)	
4240 · Repairs & Maint. Expense	231	612	381	
4310 · Utilities - Electric	6,220	6,289	69	
4320 · Utilities - Water	255	261	6	
4390 · Insurance Expense	0	0	0	
4400 · Prof. Fees-Consulting Engineers	9,620	0	(9,620)	
4420 · Prof. Fees - Auditor	0	0	0	
4490 · Prof. Fees - Other	600	0	(600)	
4710 · Payroll Taxes - FICA	484	485	1	
4720 · Payroll Taxes - Medicare	113	114	1	
4730 · Payroll Taxes - SUTA	0	0	0	
4789 · Employee Retirement Expense	390	391	1	
4800 · Bank Charges	0	12	12	
4900 · Other Expense	0	0	0	
4990 · Depreciation Expense	22,917	22,917	0	
4994 · Interest Expense	1,678	1,606	(72)	
4995 · Interest Expense-Interfund Loan	0	0	0	
Total Expense	50,689	154,376	103,687	
Net Income - Operating	54,769	-17,539	(72,308)	
Financing Activities				
4993 · Loan Repayment-Franklin Synergy	9,260	9,259	(1)	
4999 · Loan Repayment to General Fund	0	0	0	
Net Income	45,509	(26,798)	(72,307)	

ORDINANCE NO. 2016-009

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE LAND DEVELOPMENT ORDINANCE TO INCLUDE A MINIMUM LOT WIDTH FOR TOWNHOMES WITHIN THE D3 ZONING DISTRICT

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 LDO, Town Staff is recommending the inclusion of lot widths for townhome lots within the D3 zoning district; and

WHEREAS, the Planning Commission has reviewed this proposed change and has recommended that the Board of Mayor and Aldermen adopt the amendment 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 Exhibit A attached hereto and incorporated herein by reference. After final passage, Town Staff is directed to incorporate these changes into an updated, codified Land Development Ordinance document and such document shall constitute the zoning ordinance of the Town.

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: May 10, 2016

Passed Second Reading: _____

Submitted to Public Hearing on the 14th day of June, 2016, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 22th day of May, 2016.

Recommended for approval by the Planning Commission on the 26th day of April, 2016.

APPROVED AS TO FORM AND LEGALITY:

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 14, 2016

TO: Board of Mayor and Aldermen

FROM: Wendy Deats, Town Planner

SUBJECT: **Second Reading/Public Hearing** – Land Development Ordinance Amendments (Zone Amend 2016-004 - Ordinance 2016-009)

On April 26, 2016, the Planning Commission recommended to the Board the adoption of amendments to the Land Development Ordinance. The Board passed first reading on May 10, 2016 the amendment to incorporate lot widths for townhome lots. All other amendments will be reviewed by the Board separately. The ordinance was adequately noticed for public hearing on May 22, 2016.

PROPOSED REVISION

Table 4.9 D3 Lot Standards (page 84). Lot width is 50 feet for single family residential; however, townhome lots have a reduced width that is not identified within the table. Therefore, Staff is recommending that a lot width of 20 feet be identified for townhome development to conform with the recommendation of Planning Commission. However, additional comments have been received regarding increasing the minimum lot width to 25 feet. Minimum standards vary between jurisdictions. Increasing the minimum will require a wider townhome product than what has been allowed in Thompson's Station in the past.

RECOMMENDATION

The Planning Commission recommends that the Board of Mayor and Aldermen adopt Ordinance 2016-009 to amend the Land Development Ordinance.

ATTACHMENTS

Ordinance 2016-009

ORDINANCE 2016-010

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
WHICH AMENDS THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2015 AND ENDING JUNE 30, 2016.**

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 \$125,000 to \$162,000
- b. Beer Permits is increased from \$500 to \$700
- c. Building Permits Revenue is increased from \$450,000 to \$500,000.
- d. Submittal & Review Fees is increased from \$30,000 to \$120,000.
- e. Impact Fees Revenue is increased from \$650,000 to \$675,000.
- f. State Beer Tax is increased from \$1,100 to \$1,500
- g. Mixed Drink Tax Revenue is increased from \$4,000 to \$5,000.
- h. Pavilion & Comm. Ctr. Rental Revenue is increased from \$9,000 to \$12,500.
- i. Budgeted Fund Balance-GF is decreased from \$193,200 to \$0.
- j. Payroll Taxes – FICA is increased from \$29,000 to \$32,000.
- k. Payroll Taxes – SUTA is increased from \$3,500 to \$5,000
- l. Postage, Freight & Express Chgs Expense is increased from \$5,500 to \$6,000.
- m. Prof. Fees-Legal Expense is increased from \$120,000 to \$135,000.
- n. Repairs & Maint-Roads, Drainage is decreased from \$418,100 to \$411,500.
- o. Trustee Commission is increased from \$3,000 to \$3,500.

- SECTION 2: Amendments to the Wastewater Fund budget line items are as follows:
- a. Wastewater Treatment Fees is increased from \$550,000 to \$595,000.
 - b. Tap Fees is increased from \$650,000 to \$715,800.
 - c. Interest Income – Invest Accts is increased from \$300 to \$1500.
 - d. Capital Expenditures is increased from \$20,000 to \$142,000.
 - e. WW Infrastructure Installed Expense is decreased from \$25,000 to \$5,000.
 - f. Laboratory Water Testing Expense is decreased from \$12,000 to \$10,000.
 - g. Repairs & Maint. Expense is decreased from \$81,200 to \$40,000.
 - h. Utilities – Water is increased from \$1,500 to \$2,500.
 - i. Prof. Fees - Others is decreased from \$10,000 to \$3,000.
 - j. Payroll Taxes – Medicare is increased from \$1,500 to \$1,700.
 - k. Employee Retirement Expense is decreased from \$12,000 to \$3,000.
 - l. Depreciation Expense is increased from \$275,000 to \$276,000.

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

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

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

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

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

SECTION 8: This ordinance shall take effect July 1, 2015, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Submitted to Public Hearing on May 10, 2016 at 7:00 p.m. after publication of notice of public hearing by advertisement in the _____ newspaper on _____, 2016.

Passed 1st Reading: _____

Passed 2nd Reading: _____



Town of Thompson's Station
General Fund Income and Expense Analysis
As of May 31, 2016

Year to Date
 Budget Revision

	Year to Date (92%)					
	May-16	Current Budget	Current % of Budget	Proposed Budget	Adjusted % of Budget	Proposed Change
Income						
31111 · Real Property Tax Revenue	163,059	125,000	130%	162,000	101%	37,000
31310 · Interest & Penalty Revenue	151	-	100%	-	100%	-
31610 · Local Sales Tax - Trustee	691,023	600,000	115%	600,000	115%	-
31710 · Wholesale Beer Tax	92,443	95,000	97%	95,000	97%	-
31810 · City Portion of County Priv Tax	37,209	30,000	124%	30,000	124%	-
31900 · CATV Franchise Fee Income	13,919	12,000	116%	12,000	116%	-
32000 · Beer Permits	700	500	140%	700	100%	200
32200 · Building Permits	496,908	450,000	110%	500,000	99%	50,000
32230 · Submittal & Review Fees	128,081	30,000	427%	120,000	107%	90,000
32245 · Miscellaneous Fees	1,140	500	228%	500	228%	-
32260 · Business Tax Revenue	50,073	81,000	62%	81,000	62%	-
32300 · Impact Fees	748,359	650,000	115%	675,000	111%	25,000
33320 · TVA Payments in Lieu of Taxes	26,450	29,000	91%	29,000	91%	-
33510 · Local Sales Tax - State	194,880	170,000	115%	170,000	115%	-
33520 · State Income Tax	-	100,000	0%	100,000	0%	-
33530 · State Beer Tax	1,309	1,100	119%	1,500	87%	400
33535 · Mixed Drink Tax	5,607	4,000	140%	5,000	112%	1,000
33552 · State Streets & Trans. Revenue	5,001	5,500	91%	5,500	91%	-
33553 · SSA - Motor Fuel Tax	46,202	48,000	96%	48,000	96%	-
33554 · SSA - 1989 Gas Tax	7,404	7,700	96%	7,700	96%	-
33555 · SSA - 3 Cent Gas Tax	13,742	14,300	96%	14,300	96%	-
33725 · Greenways & Trails Grant	-	599,000	0%	599,000	0%	-
36120 · Interest Earned - Invest. Accts	8,898	7,500	119%	7,500	119%	-
36130 · Interest Income-Interfund Loan	11,667	12,000	97%	12,000	97%	-
37746 · Pavilion & Comm. Ctr. Rental	13,827	9,000	154%	12,500	111%	3,500
37747 · Pavilion Comm. Ctr Dep Refund	(7,200)	-	100%	-	100%	-
37990 · Other Revenue	3,331	-	100%	-	100%	-
37999 · Loan Repayment From W/W Fund	388,889	385,000	101%	385,000	101%	-
39999 · Budgeted Fund Balance - GF	-	193,200	0%	-	-	(193,200)
Total Income	3,143,072	3,659,300		3,673,200		13,900
Expense						
41110 · Payroll Expense	455,814	578,000	79%	578,000	79%	-
41141 · Payroll Taxes - FICA	28,189	29,000	97%	32,000	88%	3,000
41142 · Payroll Taxes - Medicare	6,593	8,000	82%	8,000	82%	-
41147 · Payroll Taxes - SUTA	3,576	3,500	102%	5,000	72%	1,500
41161 · Board Member Expenses	651	1,000	65%	1,000	65%	-
41211 · Postage, Freight & Express Chgs	4,541	5,500	83%	6,000	76%	500
41221 · Printing, Forms & Photocopy Exp	5,294	6,000	88%	6,000	88%	-
41230 · Recording & Filing Fees	152	1,000	15%	1,000	15%	-
41231 · Publication of Legal Notices	2,715	3,000	91%	3,000	91%	-
41235 · Memberships & Subscriptions	3,316	6,000	55%	6,000	55%	-
41241 · Utilities - Electricity	9,995	12,000	83%	12,000	83%	-
41242 · Utilities - Water	1,560	2,300	68%	2,300	68%	-
41244 · Utilities - Gas	1,137	2,000	57%	2,000	57%	-
41245 · Telecommunications Expense	3,328	4,500	74%	4,500	74%	-
41252 · Prof. Fees - Legal Fees	117,530	120,000	98%	135,000	87%	15,000
41253 · Prof. Fees - Auditor	13,000	13,000	100%	13,000	100%	-
41254 · Prof. Fees-Consulting Engineers	27,998	40,000	70%	40,000	70%	-
41259 · Prof. Fees - Other	16,524	60,000	28%	60,000	28%	-
41264 · Repairs & Maint - Vehicles	8,024	10,000	80%	10,000	80%	-
41265 · Parks & Rec. Expense	11,308	20,000	57%	20,000	57%	-
41266 · Repairs & Maint - Bldg	12,709	50,000	25%	50,000	25%	-
41268 · Repairs & Maint-Roads, Drainage	196,083	418,100	47%	411,500	48%	(6,600)
41269 · SSA - Street Repair Expense	-	70,000	0%	70,000	0%	-
41270 · Vehicle Fuel & Oil Expense	7,890	15,000	53%	15,000	53%	-
41280 · Travel Expense	812	2,000	41%	2,000	41%	-
41285 · Continuing Education Expense	3,991	7,000	57%	7,000	57%	-
41289 · Employee Retirement Expense	9,454	53,000	18%	53,000	18%	-
41291 · Animal Control Services	3,133	3,200	98%	3,200	98%	-
41300 · Economic Development Expense	5,734	10,000	57%	10,000	57%	-
41311 · Office Expense	13,514	15,000	90%	15,000	90%	-
41511 · Insurance - Property	2,701	2,800	96%	2,800	96%	-
41512 · Insurance - Workers Comp.	14,510	14,600	99%	14,600	99%	-
41513 · Insurance - Liability	4,357	4,500	97%	4,500	97%	-
41514 · Insurance - Employee Medical	84,460	100,000	84%	100,000	84%	-
41515 · Insurance - Auto	2,257	2,300	98%	2,300	98%	-
41516 · Insurance - E & O	10,695	12,000	89%	12,000	89%	-
41551 · Trustee Commission	2,757	3,000	92%	3,500	79%	500
41691 · Bank Charges	-	2,000	0%	2,000	0%	-
41720 · Donations	74,279	100,000	74%	100,000	74%	-
41899 · Other Expenses	1,044	10,000	10%	10,000	10%	-
41940 · Capital Projects	332,449	1,680,000	20%	1,680,000	20%	-
41943 · Acquisition of Public Use Prop.	26,938	-	100%	-	100%	-
49030 · Capital Outlay Note Payment	143,250	160,000	90%	160,000	90%	-
Total Expense	1,674,262	3,659,300		3,673,200		13,900
Net Income	1,468,810	-		-		-



Town of Thompson's Station
Wastewater Fund Income and Expense Analysis
As of May 31, 2016

Year to Date
 Budget Revision

	Year to Date (92%)					
	May-16	Current Budget	Current % of Budget	Proposed Budget	Adjusted % of Budget	Proposed Change
Income						
3100 · Wastewater Treatment Fees	543,039	550,000	99%	595,000	91%	45,000
3101 · Septage Disposal Fees	68,240	70,000	97%	70,000	97%	-
3105 · Late Payment Penalty	9,754		100%		100%	-
3109 · Uncollectible Accounts	0	(5,000)	0%	(5,000)	0%	-
3300 · Tap Fees	680,688	650,000	105%	715,800	95%	65,800
3902 · Interest Income - Invest Accts	1,737	300	579%	1,500	116%	1,200
4009 · Returned Check Charges	150		100%		100%	-
Total Income	1,303,608	1,265,300		1,377,300		112,000
Expense						
4010 · Payroll Expense	90,821	110,000	83%	110,000	83%	0
4100 · Capital Expenditures	110,347	20,000	552%	142,000	78%	122,000
4150 · WW Infrastructure Installed	3,720	25,000	15%	5,000	74%	(20,000)
4210 · Permits & Fees Expense	9,654	10,000	97%	10,000	97%	-
4220 · Laboratory Water Testing	6,892	12,000	57%	10,000	69%	(2,000)
4230 · Supplies Expense	1,923	7,500	26%	7,500	26%	-
4240 · Repairs & Maint. Expense	33,066	81,200	41%	40,000	83%	(41,200)
4310 · Utilities - Electric	78,640	100,000	79%	100,000	79%	-
4320 · Utilities - Water	2,094	1,500	140%	2,500	84%	1,000
4390 · Insurance Expense	16,748	20,000	84%	20,000	84%	-
4400 · Prof. Fees-Consulting Engineers	70,603	100,000	71%	100,000	71%	-
4420 · Prof. Fees - Auditor	0	1,800	0%	1,800	0%	-
4490 · Prof. Fees - Other	600	10,000	6%	3,000	20%	(7,000)
4710 · Payroll Taxes - FICA	5,631	7,000	80%	7,000	80%	-
4720 · Payroll Taxes - Medicare	1,317	1,500	88%	1,700	77%	200
4730 · Payroll Taxes - SUTA	0	500	0%	500	0%	-
4789 · Employee Retirement Expense	1,563	12,000	13%	3,000	52%	(9,000)
4800 · Bank Charges	62	300	21%	300	21%	-
4900 · Other Expense	400	1,000	40%	1,000	40%	-
4990 · Depreciation Expense	252,087	275,000	92%	276,000	91%	1,000
4994 · Interest Expense	18,978	22,000	86%	22,000	86%	-
4995 · Interest Expense-Interfund Loan	11,667	12,000	97%	12,000	97%	0
Total Expense	716,813	830,300		875,300		45,000
Net Income - Operating	586,795	435,000		502,000		67,000
Financing Activities						
4993 · Loan Repayment-Franklin Synergy	101,852	112,000	91%	112,000		0
4999 · Loan Repayment to General Fund	388,889	390,000	100%	390,000		0
Net Income	96,054	(67,000)		0		67,000

RESOLUTION NO. 2016-012

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
LEVY A TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017 IN EXCESS OF THE
CERTIFIED TAX RATE**

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1701(a), requires that, in the event of a general reappraisal of real property, the assessor's office shall determine and certify a tax rate which will provide the same *ad valorem* revenue as was levied during the previous year; and

WHEREAS, *Tennessee Code Annotated*, Section 67-5-1702, authorizes the Town's legislative body to exceed the certified tax rate; and

WHEREAS, the Town previously reviewed and approved the annual operating budget for fiscal year 2016-17; and

WHEREAS, the Williamson County Assessor's Office is estimating that the certified rate for Thompson's Station will be \$0.0822 per \$100.00 of assessed value and the annual budget approved by the Town for fiscal year 2016-17 is \$0.103 per \$100.00 of assessed value; and

WHEREAS, the Town's tax rate remains the lowest in Williamson County and one of the lowest in the State of Tennessee.

WHEREAS, the Town desires to levy a tax rate in excess of the certified tax rate;

WHEREAS, the Town has published a Notice of its intent to exceed the certified tax rate in a newspaper of general circulation in the Town (with an affidavit of publication sent within thirty days after publication to the State Board of Equalization) and held a public hearing.

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

That there is hereby levied a property tax rate of \$0.103 per \$100.00 of assessed value which exceeds the preliminary certified rate of \$0.0822. The Town's property tax rate will remain consistent with the existing tax rate in place and will remain one of the lowest in the State.

RESOLVED AND ADOPTED this _____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

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

MEMO

DATE: June 7, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator 
SUBJECT: Certified Tax Rate

The Board has approved our FY 2017 annual budget with the tax-rate equal to the previous fiscal year at \$0.103 per \$100.00 of assessed value. This year is a reassessment year and, upon reassessment, the Assessor's Office issues a certified tax rate that would keep our tax collections equal to what we have collected last fiscal year. It is estimated that our certified rate will be \$0.0822 per \$100.00 of assessed value.

When a jurisdiction is planning to exceed the certified tax rate they must provide public notice and hold a public hearing. The Town will still have the lowest tax rate in Williamson County and will remain one of the lowest in the State of Tennessee. In addition, keeping our tax rate at \$0.103 will offset the loss of revenue the Town will realize due to the State reducing the Hall Income Tax by 20%.

BOMA Action:

Approve resolution 2016-12 as presented.

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)
)
Petition of Board of Mayor & Aldermen for)
the Town of Thompson's Station,)
Tennessee for Declaratory Ruling That) No. _____
Telecommunications Agreements Violate)
47 C.F.R. § 1.4000)

**PETITION FOR DECLARATORY RULING
OF
BOARD OF MAYOR & ALDERMEN FOR THE
TOWN OF THOMPSON'S STATION, TENNESSEE**

ALLISON L. BUSSELL
KLEIN BUSSELL, PLLC
1224 6th Avenue North
Nashville, Tennessee 37208
(615) 600-4803

TODD MOORE
COOL SPRINGS LAW FIRM
1612 Westgate Circle
Suite 218
Brentwood, TN 37027

Petition Filed June __, 2016

Counsel for Petitioner

The Board of Mayor & Aldermen for the Town of Thompson's Station, Tennessee ("Petitioner"), hereby petitions the Commission for a declaratory ruling that portions of the Declaration of Restrictions, Covenants and Easements for Tollgate Village Association, Inc.; the Declaration of Protective Covenants, Conditions and Restrictions for Bridgemore Village Owners' Association, Inc.; the Master Communications and Sub-Easements for Bridgemore and Tollgate Village; and the Communications Services Agreements between these neighborhood associations and Crystal Clear Technologies, LLC violate the Federal Communications Commission's ("FCC") Over-the-Air-Reception Devices ("OTARD") rules. 47 C.F.R. § 1.4000. Specifically, by requiring residents to utilize a particular telecommunications provider for cable or satellite television service, preventing residents from negotiating directly with other satellite television service providers, reserving exclusive and non-exclusive easements over the entire property, and requiring other satellite television service providers to pay license fees for access to the property, the restrictions at issue prevent residents from installing, maintaining, or using an antenna covered by Section 1.4000, in violation of the regulation. Accordingly, Petitioner requests that the FCC issue a declaratory ruling that these restrictions violate the OTARD rules and, thus, are invalid and unenforceable.

FACTUAL BACKGROUND

Tollgate Village

Declaration of Restrictions, Covenants, and Easements

Tollgate Village is a master planned residential community located in the Town of Thompson's Station, Tennessee, in Williamson County. On November 28, 2005, Tollgate Farms, LLC ("Tollgate Farms"), the developer of Tollgate Village, executed a "Declaration of Restrictions, Covenants and Easements" (collectively, "Tollgate Declaration"). (Aff. of _____, attached hereto as Exhibit 1; Tollgate Declaration at 68-69, attached hereto as Exhibit 2.) The Declaration provides, among other things, that Tollgate Village will be subject to all terms in the Declaration and that Tollgate Village Association, Inc. ("Tollgate HOA") will enforce the

Declaration. (Tollgate Declaration ¶ 2.04(c).) The Tollgate Declaration addresses the issue of telecommunications services in Tollgate Village in two significant ways: (1) it provides Tollgate Farms (or its designees, successors, and assigns) with the **exclusive** right to provide or arrange for telecommunications services in Tollgate Village, and (2) it reserves **exclusive** easements for the purpose of providing such services.

As to the first, the Tollgate Declaration states unequivocally as follows:

[Tollgate Farms] for itself and its designees, successors and assigns, including Affiliates thereof, reserves the **exclusive right in its sole and absolute discretion** (but without any obligation to do so), to install, maintain, repair, replace and remove Communications Infrastructure within **any portion** of Tollgate [Village], including, without limitation, within any of the Common Roads and Common Areas, and to provide or to arrange for the provision of Communications Services to the [Tollgate HOA], Owners and Occupants and to enter into one or more agreements (“Communications Services Agreements”) with the Association for the provision of Communications Services to and/or the use and enjoyment for the Communications Infrastructure by the Association, Owners and Occupants.

(Tollgate Declaration ¶ 3.07(c) (emphasis added).) The Tollgate Declaration further provides that Tollgate Farms may charge and collect a fee for any communications services billed as a common expense payable by all owners in Tollgate Village regardless of whether the owners use the service. (Id. ¶¶ 3.07(c), 5.7.)

The Tollgate Declaration, as originally executed, also reserves for Tollgate Farms certain easements for the purpose of providing and arranging for telecommunications services in Tollgate Village. First, the Tollgate Declaration reserves for Tollgate Farms a “perpetual and exclusive three-foot easement (“Perimeter Easement”) upon, across, over, through and under the outermost perimeter of Tollgate [Village] and along any road, alley or lot boundary within [Tollgate Village]” (Id. ¶ 2.04(f).) “The Perimeter Easement shall be used to provide Communications Services and to install and maintain Communications Infrastructure to provide Communications Services.” (Id.) Additionally, the Tollgate Declaration originally reserved an exclusive “blanket easement upon, across, over, through and under all of Tollgate [Village] (including all Parcels and Common Areas therein) for ingress, egress and the installation, replacement, removal, repair and maintenance of any and all equipment, facilities, wiring,

conduit and other infrastructure and systems (“Communications Infrastructure”) related to the providing of telephone and other voice services, video and cable television services, internet access and intranet and other computer-related services, home security services, and other communications, data and information services (“Communications Services”) to property within Tollgate [Village] and outside of Tollgate [Village] and for the providing of Communications Services throughout Tollgate [Village].” (Id. ¶ 2.04(c).)

A 2013 amendment to the Tollgate Declaration (“Fourth Amendment”) deleted paragraph 2.04(c), which contains the blanket easement, in its entirety. (Fourth Amendment, attached hereto as Exhibit 3.) Nevertheless, a “Master Communications Easement” (“Tollgate MCE”) that was executed between Tollgate Farms and New Vision on March 1, 2006 - and recorded more than four years later on October 11, 2010 - had also reserved for New Vision an exclusive blanket easement, perimeter easement, access easement, and road easement for the purpose of providing telecommunications services to Tollgate Village. (Tollgate MCE at 1 & ¶¶ 2.1-2.5, attached hereto as Exhibit 4.)

The owner of Tollgate Farms, James Carbine, created Crystal Clear Technologies, LLC (“Crystal Clear”) in 2005, seemingly for the purpose of providing telecommunications services to Tollgate Farms and a limited number of other communities. ____ Aff. ¶ ____; <https://tnbear.tn.gov/ECommerce/FilingDetail.aspx?CN=044164140149062208088212239244102118217043088078> (last visited June 1, 2016).¹ On March 1, 2006, the same day the MCE was executed, New Vision and Crystal Clear executed a “Communications Sub-Easement” (“Tollgate Sub-Easement”), which provided Crystal Clear blanket, perimeter, common area, road, and access easements in Tollgate Village, for purposes of providing communications services. (Tollgate Sub-Easement at 1 & ¶¶ 3.1-3.5, attached hereto as Exhibit 5.)

The Tollgate Sub-Easement contemplates Crystal Clear providing any “third party request[ing] access to [Tollgate Village] or use of the Infrastructure for the purpose of providing

¹ According to Crystal Clear’s website, Crystal Clear provides service only to five communities, including the two discussed herein. www.crystalclearfiber.com/NewCust (last visited June 1, 2016).

a Service or Services to residents of [Tollgate Village]” with “a license to use the easements granted [in the Sub-Easement] and/or the Infrastructure, at just and reasonable rates, terms and conditions to be negotiated in good faith by [Crystal Clear] and such third party, including without limitation the just and reasonable costs, overhead and/or profit to build additional conduit and other Infrastructure (if necessary).” (Tollgate Sub-Easement ¶ 7.1.) Moreover, “[t]he compensation received by [Crystal Clear] from any third party for use of the easements granted [in the Sub-Easement] and/or the Infrastructure shall be revenue of [Crystal Clear].” (Id.)

There is no expiration date for the exclusive communications arrangement reserved in the Tollgate Declaration.

Communications Services Agreement

On March 1, 2006, the same day that the Tollgate MCE and Sub-Easements were executed, the Tollgate HOA and Crystal Clear entered into a Communications Services Agreement for Tollgate Village (“Tollgate Communications Agreement”), as contemplated by the Tollgate Declaration. (Tollgate Communications Agreement at 22-25, attached hereto as Exhibit 6.) The Tollgate Communications Agreement provides that the Tollgate HOA “has chosen Crystal Clear [] to operate and maintain the [Communications] System, and to provide Basic Services (as further defined [in the Tollgate Communications Agreement]) to each home and multi-family dwelling unit in Tollgate Village (“Home”) on an exclusive basis consistent with the terms of this Agreement and applicable law.” (Id. at 1.) The agreement further states that the Tollgate HOA “shall coordinate and cooperate with Crystal Clear [] in handling requests by Alternate [Communications] Providers . . . to access Tollgate Village and in implementing any agreed upon arrangements for such access.” (Id. ¶ 3.3.) Importantly, pursuant to the agreement, Crystal Clear is the Tollgate HOA’s “duly authorized and **exclusive** agent to respond to request from other providers (“Alternate Providers”) seeking to provide Services to Tollgate Village and, as appropriate, to negotiate reasonable terms, conditions and compensation payable to Crystal Clear [] for the Alternate Provider’s access to and/or use of Crystal Clear[’s] System.” (Id. ¶ 4.1

(emphasis added).) In fact, per the agreement, any request from an Alternate Provider or a Tollgate Village homeowner for communications service from a provider other than Crystal Clear must be forwarded to Crystal Clear. (Id.)

The Tollgate Communications Agreement provides that Crystal Clear will bill the Tollgate HOA directly for homeowners' "Basic Services" and "System Access," with the Association including the charges in its billing to homeowners as part of the Tollgate HOA's periodic assessment. (Tollgate Communications Agreement ¶ 5.5.) Per the agreement, "[t]he monies due and payable to Crystal Clear [] by the Association for Basic Services, System Access and applicable taxes, franchise and regulatory fees are not in any way contingent upon" whether homeowners use the basic services, obtain services from another provider, or pay their assessments to the Tollgate HOA. (Id. ¶ 5.5; see also ____ Aff. ¶ ____ (stating that homeowners must pay for service from Crystal Clear regardless of whether the homeowner uses the service).) The Tollgate Declaration, on the other hand, requires payment from opting-out homeowners only if the services are billed through the Tollgate HOA as a common expense. (Tollgate Declaration ¶ 3.07(c) ("Each Owner must pay for any Communications Services and/or the use and enjoyment of the Communications Infrastructure **to the extent the cost thereof is included as Common Expenses** regardless of whether the Owner desires or uses such Communications Services or Communications Infrastructure.") (emphasis added).) In actual practice, however, homeowners are billed by **Crystal Clear**, do not pay for any telecommunications service through their periodic Tollgate HOA dues or other HOA billings, yet must still pay opt-out fees. (____ Aff. ¶ ____.) Furthermore, Crystal Clear does not even provide television services to Tollgate Village - it merely serves as a pass-through for DirecTV® to

provide such service. (Id. ¶ ____.)²

The Tollgate Communications Agreement continues for a period of twenty-five (25) years from its effective date, and is subject to automatic renewal for another 25-year period, with either party having the right to terminate the agreement with one year's notice during any renewal term. (Tollgate Communications Agreement ¶¶ 10.1 & 10.2.)

Bridgemore Village

Declaration of Protective Covenants, Conditions and Restrictions

Bridgemore Village is another master planned residential community, also located in Thompson's Station, Tennessee. On January 5, 2007, Bridgemore Development Group, LLC ("Bridgemore Development"), the developer of Bridgemore Village, executed a "Declaration of Protective Covenants, Conditions and Restrictions" (collectively, "Bridgemore Declaration"). (Aff. of ____ ¶ ____, attached hereto as Exhibit 7; Bridgemore Declaration at 1, 35, attached hereto as Exhibit 8.) Concerning communications services, the Bridgemore Declaration provides:

[Bridgemore Development] for itself and its designees, successors and assigns, including Affiliates thereof, reserves the **exclusive right in its sole and absolute discretion** (but without any obligation to do so), to install, maintain, repair, replace

² These are just several of many reasons why the label of "bulk billing arrangement" is ill-fitting here. Bulk billing arrangements are typically generated for multiple dwelling units ("MDUs") such as condominiums or apartments, through arms-length transactions, with competitive pricing for customers, following a competitive selection process. See generally *In the Matter of Exclusive Service Contracts for Provision of Video Services in MDUs and Other Real Estate Devs.*, 25 FCC Rcd. 2460, 2461, 2464, 2466-67 (Mar. 2, 2010). They typically have a designated duration (though the length varies from arrangement to arrangement), and they certainly "do not hinder significantly, much less prevent, a second video service provider from serving residents in the [community]." *Id.* at 2461, 2464. Lawful bulk billing arrangements are also practically advantageous to residents in that fees for service typically are rolled into the residents' rent, fee, or association dues, with the MDU owner paying the provider for the service. *Id.* at 2464.

The neighborhoods at issue here, however, are subdivisions containing mostly single-family homes, not typical MDUs. (___ Aff. ¶ ____.) Additionally, as discussed in more detail above, despite the nominal existence of separate legal entities, all of the declarations, easements, and communications agreements were signed by the same individual, even on both sides of the same transaction. Furthermore, the pricing at issue is not competitive (___ Aff. ¶ ____), and as discussed above, Crystal Clear was seemingly created to provide service only to certain neighborhoods, with no other bids for service being solicited. In fact, as stated above, the communications provider merely serves as a conduit for at least part of the service that the Communications Agreement contemplated that it would provide. Moreover, as the governing documents establish, homeowners are bound for 25 years or more subject to automatic renewal, and fees may be raised at the sole discretion of the communications provider. Finally, private easements were reserved to provide the communications provider a perpetual stream of income, though the MCEs were inexplicably recorded years after their execution. At bottom, nothing about the arrangements at issue fits squarely within the framework of a lawful bulk billing arrangement.

and remove Communications Infrastructure within any portion of [Bridgemore Village], including, without limitation, within any of the Streets, Alleys and Common Areas, and to provide or to arrange for the provision of Communications Services to the [Bridgemore Village Owners'] Association, Owners and Occupants and to enter into one or more agreements ("Communications Services Agreements") with the Association for the provision of Communications Services to and/or the use and enjoyment of the Communications Infrastructure by the Association, Owners and Occupants.

(Bridgemore Declaration at 28.) The Bridgemore Declaration further provides that Bridgemore Development may charge and collect a fee for any communications services billed as a common expense payable by all owners in Bridgemore Village regardless of whether the owners use the service. (Id.)

Just as with Tollgate Farms, Bridgemore Development also executed a "Master Communications Easement" ("Bridgemore MCE") with New Vision on January 10, 2007 (recorded several years later on October 11, 2010), which reserved for New Vision exclusive blanket, perimeter, common area, road, and access easements throughout Bridgemore Village. (Bridgemore Declaration at 7 & ¶¶ 2.1-2.5.) On the same date, New Vision and Crystal Clear executed a "Communications Sub-Easement" ("Bridgemore Sub-Easement"), which provided Crystal Clear blanket, perimeter, common area, road, and access easements in Bridgemore Village, for purposes of providing communications services. (Bridgemore Sub-Easement at 1 & ¶¶ 3.1-3.5, attached hereto as Exhibit 9.) In language identical to the same provision in the Tollgate Sub-Easement, the Bridgemore Sub-Easement contemplates Crystal Clear providing any "third party request[ing] access to [Bridgemore Village] or use of the Infrastructure for the purpose of providing a Service or Services to residents of [Bridgemore Village]" with "a license to use the easements granted [in the Bridgemore Sub-Easement] and/or the Infrastructure, at just and reasonable rates, terms and conditions to be negotiated in good faith by [Crystal Clear] and such third party, including without limitation the just and reasonable costs, overhead and/or profit to build additional conduit and other Infrastructure (if necessary)." (Bridgemore Sub-Easement ¶ 7.1.) Moreover, "[t]he compensation received by [Crystal Clear] from any third party

for use of the easements granted [in the Bridgemore Sub-Easement] and/or the Infrastructure shall be revenue of [Crystal Clear].” (Id.)

Like with Tollgate Village, there is no expiration date to the exclusive communications arrangement reserved in the Bridgemore Declaration.

Communications Services Agreement

On January 10, 2007, the same day that the Bridgemore MCE and Sub-Easements were executed, the Bridgemore Village Owners’ Association, Inc. (“Bridgemore HOA”) and Crystal Clear entered into a Communications Services Agreement for Bridgemore Village (“Bridgemore Communications Agreement”). (Bridgemore Communications Agreement at 22-25, attached hereto as Exhibit 10.) Just like the Tollgate Communications Agreement, the Bridgemore Communications Agreement provides that the Bridgemore HOA “has chosen Crystal Clear [] to operate and maintain the [Communications] System, and to provide Basic Services (as further defined [in the Bridgemore Communications Agreement]) to each home and multi-family dwelling unit in Bridgemore Village (“Home”) on an exclusive basis consistent with the terms of this Agreement and applicable law.” (Id. at 1.) The agreement further states that the Bridgemore HOA “shall coordinate and cooperate with Crystal Clear” in handling any requests from other communications providers seeking to provide service in Bridgemore Village. (Id. ¶ 3.3.) And just as with Tollgate Village, pursuant to the Bridgemore Communications Agreement, Crystal Clear is the Bridgemore HOA’s “duly authorized and **exclusive** agent to respond to requests from other providers (“Alternate Providers”) seeking to provide Services to Bridgemore Village and, as appropriate, to negotiate reasonable terms, conditions and compensation payable to Crystal Clear [] for the Alternate Provider’s access to and/or use of Crystal Clear[’s] System.” (Id. ¶ 4.1 (emphasis added).) Like in Tollgate Village, any request from an Alternate Provider or a Bridgemore Village homeowner for communications service from a provider other than Crystal Clear must be forwarded to Crystal Clear. (Id.)

Like the Tollgate Communications Agreement, the Bridgemore Communications Agreement contemplates that Crystal Clear will bill the Bridgemore HOA directly for homeowners' "Basic Services" and "System Access," with the Bridgemore HOA including the charges in its billing to homeowners as part of its periodic assessment. (Bridgemore Communications Agreement ¶ 5.5.) Like in Tollgate Village, the Bridgemore Communications Agreement states that "[t]he monies due and payable to Crystal Clear [] by the Association for Basic Services, System Access and applicable taxes, franchise and regulatory fees are not in any way contingent upon" whether homeowners use the basic services, obtain services from another provider, or pay their assessments to the Bridgemore HOA. (Id. ¶ 5.5; ___ Aff. ¶ ____.) The Bridgemore Declaration, on the other hand, contemplates opting-out owners being charged only if the communications services are billed as a common expense. (Bridgemore Declaration at 28.) Nevertheless, just as in Tollgate Village, **Crystal Clear** bills homeowners for service, and the fees are not collected through Bridgemore HOA dues or any other Bridgemore HOA billing as the Bridgemore Communications Agreement provides. (___ Aff. ¶ ____.) Yet homeowners are charged whether they use the service or not. (Id.)

The Bridgemore Communications Agreement continues for a period of twenty-five (25) years from its effective date, and is subject to automatic renewal for another 25-year period, with either party having the right to terminate the agreement with one year's notice during any renewal term. (Bridgemore Communications Agreement ¶¶ 10.1 & 10.2.)

LEGAL ANALYSIS

This petition seeks a declaratory ruling that certain restrictions in the Bridgemore and Tollgate Villages' Communications Agreements and Declarations violate the FCC's OTARD rules. More specifically, 47 C.F.R. § 1.4000 prohibits any restriction - whether a local ordinance, private covenant, contract provision, or otherwise - that "impairs the installation, maintenance, or use of" an antenna that meets the following criteria:

- (1) Used to receive television broadcast signals;

- (2) Used to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite AND is one meter or less in diameter or located in Alaska; OR
- (3) Used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite AND that is one meter or less in diameter or diagonal measurement.

Id. at (a)(1).

Importantly, a restriction violates the OTARD rules where it does **any** of the following:

- Unreasonably delays or prevents installation, maintenance, or use;
- Unreasonably increases the cost of installation, maintenance, or use; or
- Precludes reception or transmission of an acceptable quality signal.

Id. at (a)(3).

Numerous restrictions in the Bridgemore and Tollgate Declarations, Easements, and Communications Agreements with Crystal Clear violate Section 1.4000. First, the Tollgate and Bridgemore Declarations, MCEs, and Sub-Easements unreasonably delay installation, maintenance, or use of antennas by requiring alternate providers to **obtain permission** from Crystal Clear before entering Tollgate or Bridgemore property. (Tollgate Declaration 2.04(f); Tollgate MCE ¶¶ 2.1-2.5; Tollgate Sub-Easement ¶¶ 3.1-3.5, 7.1; Bridgemore Declaration at 7; Bridgemore MCE ¶¶ 2.1-2.5; Bridgemore Sub-Easement ¶¶ 3.1-3.5, 7.1.) Importantly, by virtue of the easements that New Vision and Crystal Clear have over the entire property (even on the homeowners' individual lots), a homeowner cannot simply grant a satellite communications provider the right to enter his or her property to install an antenna. Instead, permission to access the easements must first be obtained from Crystal Clear.

Second, the Tollgate and Bridgemore Communications Agreements unreasonably delay installation, maintenance, or use of antennas by requiring all requests for service from an alternate provider to **pass through** Crystal Clear, rather than by allowing homeowners to obtain service from alternate providers directly. (Tollgate Communications Agreement ¶ 3.3; Bridgemore Communications Agreement ¶ 3.3.) In a similar vein, the Tollgate and Bridgemore Communications Agreements also unreasonably delay and unreasonably increase the cost of installation, maintenance, or use of antennas by requiring all requests for service from an alternate provider to be **negotiated** by Crystal Clear, presumably so Crystal Clear can mandate the terms of the alternate providers' license to access the property. (Tollgate Communications Agreement ¶ 4.1; Bridgemore Communications Agreement ¶ 4.1.) Requiring homeowners to sit back and wait on Crystal Clear not only to act, but to negotiate licensing fees before homeowners can have antennas installed on their own homes, creates undue cost and undue delay.

Finally, the Tollgate and Bridgemore Communications Agreements and Declarations also unreasonably increase the cost of installation, maintenance, or use of the covered antennas by requiring all homeowners to pay for service from Crystal Clear regardless of whether they ultimately use the service. (Tollgate Declaration ¶ 3.07(c); Tollgate Communications Agreement ¶ 5.5; ____ Aff. ¶ ____; Bridgemore Declaration at 28; Bridgemore Communications Agreement ¶ 5.5; see also ____ Aff. ¶ ____.) Importantly, this increased cost is not even permitted under the plain terms of the controlling documents.

In sum, all of these restrictions unreasonably delay and unreasonably increase the cost of homeowners installing covered antennas on their homes. Thus, the restrictions violate the FCC's OTARD rules and should be declared unenforceable.

CONCLUSION

The restrictions outlined above - specifically, those contained in paragraph 2.04(f), 3.07(c), and 5.7 of the Tollgate Declaration; pages 7 and 28 of the Bridgemore Declaration;

paragraphs 2.1-2.5 of the Tollgate and Bridgemore MCEs; paragraphs 3.1-3.5, and 7.1 of the Tollgate and Bridgemore Sub-Easements; and paragraphs 3.3 and 4.1 of the Tollgate and Bridgemore Communications Agreements should be declared unenforceable. These restrictions collectively prohibit homeowners from contracting directly for satellite communications service, require any alternate providers to pay licensing fees even to access private homeowners' property, force homeowners to pay for service even if they do not use it, and prevent homeowners from negotiating for service with alternate providers. Consequently, the restrictions unreasonably delay and unreasonably increase the cost of installing, maintaining, or using covered antennas in violation of the OTARD rules. Thus, Petitioner respectfully requests that the FCC deem the restrictions void and unenforceable.

Proof of Service

I hereby certify that a copy of the foregoing has been forwarded via first class U.S. mail on this the ____ day of June, 2016 to the following:

H. Rowan Leathers
Valerie Diden Moore
BUTLER SNOW LLP
150 3rd Avenue South, Suite 1600
Nashville, TN 37201

**Counsel for Tollgate Village Association,
Inc. and Bridgemore Village Owners ' Association, Inc.**

Craig V. Gabbert, Jr.
BASS, BERRY & SIMS PLC
150 3rd Avenue South, Suite 2800
Nashville, TN 37201

D. Alexander Fardon
P.O. Box 198528
Nashville, TN 37219

**Co-Counsel for Crystal Clear Technologies,
LLC**


Allison L. Bussell

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



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

MEMO

DATE: June 7, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator 
SUBJECT: Petition of Declaratory Ruling

The Board asked that Town Staff prepare a draft petition of declaratory ruling for potential FCC violations existing in the Bridgemore Village and Tollgate Village subdivision. Staff has worked with Allison Bussell on the preparation of the attached document. It has been reviewed by Town Counsel and is ready for approval by the Board.

BOMA Action:

Approve the petition of declaratory ruling as presented.

ORDINANCE NO. 2016-011

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND 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 LDO, Town Staff is recommending several changes to the text of the ordinance; and

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 Exhibit A attached hereto and incorporated herein by reference. After final passage, Town Staff is directed to incorporate these changes into an updated, codified Land Development Ordinance document and such document shall constitute the zoning ordinance of the Town.

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2016, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2016.

Recommended for approval by the Planning Commission on the 26th day of April, 2016.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

Thompson's Station Board of Mayor and Aldermen
Staff Report – (File: Zone Amend 2016-004)
June 14, 2016
Land Development Ordinance Amendments

PROJECT DESCRIPTION

Amendments to the Land Development Ordinance.

PROPOSED REVISIONS

Table 2.3 Community Types, Areas and Civic Space (page 24). Subdivisions require 45% open space, however this limits the ability of property owners to create minor subdivisions in compliance with all development standards in into large lots based on acreage. A minor subdivision is the subdividing of a lot into no more than four lots. Staff recommends a note be incorporated with this table as follows:

(3) **Minor subdivisions may be exempt from the requirement for designated open space upon approval of the Planning Commission.**

Section 3.3.14 Tree Protection (page 33). Section b of the tree protection conflicts with the timing for approval of tree removal. Therefore, Staff recommends the following change:

Approval of removal of trees shall be considered through the ~~concept plan~~ **preliminary plat** process. A licensed arborist or other licensed professional shall prepare a protection plan and mitigation and/or replacement of removed trees. The protection plans shall include a tree inventory which shall document all trees that are 24 inches or greater in diameter that are indigenous to the region.

Section 3.6.11 Debris and Waste (page 49). Dumpsters are required to manage trash and debris on construction sites however; the timing for the placement or location of the dumpster on site is not specified or regular care and maintenance addressed within the section. Therefore, Staff recommends the following revisions:

No cut trees, timber, construction debris, junk, rubbish, or other waste materials of any kind shall be buried in any land, left on any lot, or deposited in any natural drainage way (such as sinkholes, underground streams/ channels, ~~or~~ wet weather stream beds or floodways) or public way at the time of the issuance of the certificate of occupancy for the lot, ~~and removal of such waste shall be required prior to issuance of any certificate of occupancy.~~ Waste shall not be left or deposited in any area of the subdivision at any times. Debris dumpsters **with lids** shall be required for construction debris disposal. **A dumpster shall be required for every two adjacent lots at the time any construction activity begins.** ~~Such~~ **The** dumpsters shall be of adequate size, **maintained in a clean manner, the location shall be placed with clear site distance.** ~~The dumpsters and~~ shall be removed in a timely manner **upon the completion of construction activities.** All natural, vegetated material shall be shredded, chipped, or other means to us on site. Burning of materials on site shall be prohibited unless otherwise approved by the Planning Commission.

Table 4.3 T2 Lot Standards (page 78). Revise the table pertaining to access width to setback requirement of 12 feet. The T2 zone is an agricultural zone which promotes farm and agricultural uses. Vehicles and equipment found within this zone cannot make the turning radius

for a 12 foot wide access drive. Therefore, Staff is recommending either the removal of the access width requirement or an increase of the requirement to a width that is adequate.

Table 4.1 Land Use and Building Type (page 73). Remove group homes from the permitted use table as an allowable use in the T2 district.

Table 4.1 Land Use and Building Type (page 73). Removal of apartments from the T5 transect district only.

Removal of apartments reduces the effectiveness of the transect zones in providing multiple housing options consisting of a mixture of ownership and rental properties. The transect zoning was intended to create walkable communities with the density to support non-residential uses. Rezones are not permitted by right and therefore, can be denied by the Planning Commission if the Commission determines the transect community zoning is not compatible with the surrounding land uses and would have a negative impact. Therefore, Staff recommends that option 3 be considered as the appropriate means to regulate the intensity and type of development within the Town. Furthermore, it should be noted that if options 1 or 2 are preferred, a more comprehensive review of the LDO will be necessary to ensure that all potential conflicts are addressed related to the elimination of apartments within the transect zones.

Section 4.11.1 Non-Residential Use Property Development Standards (page 96). Recommendation is to strike the requirement for a masonry wall because it reduces walkability between land uses.

~~F. Masonry walls shall be required for noise attenuation between non-residential and residential land uses. Masonry walls shall be designed to match the architecture.~~

Section 4.11.1 Non-Residential Use Property Development Standards (page 96). This section regulates development of properties for commercial purposes. This standard references residential buildings, therefore, Staff recommends the following modification to the text:

G. Each development shall include trash areas that will be designed to accommodate two trash bins, one which will be designed for recycling. The trash enclosure shall be enclosed by a masonry wall that matches the architecture of the residential buildings **on site**.

Table 4.16 Use District Parking Requirements (page 104). Section 4.10.2 requires that the development of townhomes require a one car garage along with a 20 foot driveway and .5 spaces per unit for overflow parking. However, this information is not identified within the table; therefore, Staff recommends the inclusion of the parking requirements for townhomes within the parking table.

Section 4.17.3 Prohibited Signs (page 116). Electronic signs are prohibited; however, fuel pricing signs use digital signs to effectively display gas prices. Staff recommends that digital copy be permitted for fuel pricing signs.

Table 4.22 General Sign Restrictions (page 117). Wall signage is permitted for commercial buildings with a maximum height of 18 inches for the text of the sign. However, wall signs are often two or three lines of text including the company logo. The code allows for multiple lines

of text in the commercial district, however, does not identify a provision for multiple lines of text within the transect zones. Therefore, Staff recommends the addition of the “36 inches for more than one line of copy.

Section 5.1.1 Penalties (page 125). Modify the text to read as follows:

It shall be unlawful to erect, construct, reconstruct, alter, maintain or use any building or structure, or to use any land in violation of any regulation in this ordinance. Any person violating any of the provisions of this zoning regulations article shall be guilty of a **Class C** misdemeanor, and conviction shall result in a monetary penalty not to exceed fifty dollars (\$50.00) and the repayment of administrative costs incident to the correction of the municipal violation in the amount of two hundred fifty dollars (\$250.00) for each separate offense. Each day any violation of this ordinance shall continue shall constitute a separate offense.

Section 5.1.2 Remedies (page 125). Modify the text to read as follows:

In addition to the penalties reference above ~~and other remedies~~, upon the recommendation of the Town Planner or Building Official, or upon the request of a property owner who would be specifically damaged by a violation of this ordinance, the Town Administrator may **direct the Town Attorney to** institute an injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; or to correct or abate such violation; or to prevent occupancy of such building, structure, or land. **Where construction, excavation, demolition, grading or any other activity has begun on any building, dwelling, structure, sign or use in violation of this ordinance or any other Town ordinance, the Town Administrator may, in addition to taking other authorized enforcement action, issue a stop work order pending the responsible party or parties bringing such construction, use or other activity into compliance with the ordinances of the Town. The party or parties may appeal the issuance of a stop work order to the Board of Zoning Appeals and the BZA shall hold a hearing on the order in accordance with § 5.5.4 of this ordinance. The BZA hearing on an appeal of a stop work order shall be heard as soon as possible after publishing the required notice, but not soon than fifteen (15) days after the filing of such appeal with the Town Planner, and not greater than thirty (30) days from the filing of such appeal.**

Section 5.2.5 Site Plans (page 127). The administrative section of the code requires site plans be provided for resource conservation developments, planned resource conservation developments and non-residential developments, however, the code does not have a provision for resource conservation developments therefore, the language should be modified as follows:

Site plan review and approval shall be required for ~~resource conservation developments, planned resource conservation developments and~~ **all multi-family and** nonresidential developments.

Section 5.2.8 Development Agreement Required Prior to Construction (page 131). Modify the section as follows:

No construction or installation of infrastructure, including but not limited to roads, drainage or wastewater infrastructure, may be installed prior to the approval of a development agreement. Applicant may begin preliminary site development and grading work only after:

- a. Preliminary plat approval;
- b. Construction plan approval by the Town Engineer(s) and Town Planner; and

c. The issuance of a grading permit by the Town Planner.

Following the preliminary plat and construction plan approval, a ~~completed~~ “Development Agreement” shall be prepared and executed prior to the construction of any infrastructure within any development to which these regulations are applicable. ~~---draft development agreement shall be prepared by the Town Planner. The draft development agreement shall~~ substantially conforming to the Development Agreement contained in Appendix “A” ~~and shall be prepared by the Town Planner. The draft agreement shall reference the design incorporated~~ by reference both ~~within~~ the approved plat, including any conditions on said approval, and the approved construction plans. ~~The draft development agreement and shall require be sufficient in form to assure that proposed construction methods and materials meet or exceed minimum standards established by the Town.~~

~~The Town Planner shall send t~~The draft development agreement shall be sent to the applicant for approval. Upon acceptance ~~and signature~~ of the agreement by the applicant, the proposed development agreement shall be forwarded to the Board of Mayor and Aldermen for ~~consideration approval~~ at its next regularly scheduled meeting.

Section 5.2.9 ~~Bond~~ Surety Required (page 131).

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

Section 5.2.10 ~~Bond~~ Surety Standards and Requirements (page 131).

a. General

All improvements proposed in conjunction with any subdivision must be covered by an adequate ~~bond~~ surety. ~~If such improvements are unless such work is completed prior to filing of any final plat for any portion of the development site, the Town may elect to accept such improvements and require surety for the maintenance as set forth in this ordinance.~~

b. Amount of ~~bond~~ surety

The developer shall post a good and sufficient ~~bond~~ surety with the Town in the amount of one hundred ten (110%) of the Town Engineers’ estimate of cost to assure completion of the work. Good and sufficient surety shall include the types of ~~bond~~ surety specified in Section 5.2.10c. ~~Types of bond.~~ Each ~~bond~~ surety shall ~~reference and secure compliance with the development agreement~~ be accompanied by a “Development Agreement” ~~as per required by Section 5.2.8 Development Agreement Required Prior to Construction, and Appendix “A”~~ where the developer agrees to make and install the improvements in accordance with the approved plans and specifications.

c. Types of ~~bond~~ surety

Subject to the standards and requirement of this Article and acceptance by the Planning Commission **and approval by the Town Attorney**, the following types of ~~bond~~ **surety** may be accepted for purposes of guaranteeing completion of improvements required by these regulations: ~~Each bond must remain in effect for at least one (1) year.~~

1. Irrevocable Standby Letter of Credit; **or**
2. Cash Escrow or bank assignment of certificates of deposit with a federally insured bank having assets of at least \$50 million.
3. ~~Cash Builders Bond~~

Notwithstanding the foregoing, any other surety accepted by the Town under prior regulations may remain in effect and may be extended; however any developments approved after the effective date of this ordinance must be secured by the surety types herein.

Irrevocable standby letters of credit

An irrevocable standby letter of credit may be utilized as the means of providing ~~bond~~ **surety** for improvements required under the various provisions of these regulations **provided it meets the following requirements:**

- a. Any letter of credit shall be drafted so as to represent an obligation of the financial institution to the town and not an obligation to the permittee;
- b. ~~All letters of credit, shall be governed and construed in accordance with the Uniform Customs and Practice for Documentary Credit (1983 Revision), International Chamber of Commerce, Publication 400 and Tenn Code Ann Section 47-5-101 through 47-5-118.~~ Such letter shall be valid for one (1) year and shall be automatically renewed for successive one (1) year periods until released by the Town;
- c. Said letters may be revoked only after giving the Town 90 days prior written notice with the opportunity to cash the letter **and** ~~Such~~ notice shall be by certified mail, return receipt requested;
- d. All letters of credit shall be cashable in Williamson County, or in a County which adjoins Williamson County (within 60 mile radius) and shall be substantially in the form as show in Appendix B;
- e. The financial institution issuing the letter of credit or bond must demonstrate its good standing with the State of Tennessee and shall not issue in excess of 10% of its total capital to an applicant; **and**
- f. ~~This~~ **The branch of the issuing financial institution shall be located within a 60 mile radius of Thompson's Station, TN. This branch** must also be available for contact and for making draws on the letter of credit or ~~bond~~ **surety**.

The Town Finance Director shall be the accepting authority for all letters of credit and ~~bonds~~ **surety** and will make a determination on the above referenced items and shall also consider the Thomson Bank Watch or Schushenoff rating of A. If an outside rating system is utilized, a minimum of 2 major rating agencies shall be required of no less than BBB. In addition, the bank must have a passing grade by the FDIC with no deficiencies. **All letters of credit, shall be governed and construed in accordance with the Uniform Customs and Practice for Documentary Credit (1983 Revision), International Chamber of Commerce, Publication 400 and Tennessee Code Annotated Section 47-5-101 through 47-5-118.**

Upon acceptance and qualification of the letters of credit, the Town Finance Director shall forward said letters to the Town Attorney for final review.

Escrow deposits for improvements

a. No changes

b. Procedures on Escrow Fund

All escrows shall be held by the town, kept in its bank accounts, and be totally under the control of the town. A detailed “escrow agreement” shall be prepared and **approved by the Town Attorney and shall be** appropriately endorsed by all parties to such agreement at the time of creation of any escrow account. **The Town Administrator may execute such escrow agreement on behalf of the Town and designate the Finance Director to administer said account.** The developer’s tax identification number shall be used for the escrow and the developer shall be responsible for paying tax on any interest credited to the escrow account.

c. **Delete performance bond section.**

d. Time to post ~~bond~~ **surety.**

Surety Bond must be posted within 60 days of the Planning Commission action establishing the ~~bond~~ **surety** amount. Failure to post the ~~bond~~ **surety** within the allotted time period will require re-approval of the final plat. All review fees will apply.

RECOMMENDATION

The Planning Commission recommends that the Board of Mayor and Aldermen adopt the amendments to the Land Development Ordinance.

ATTACHMENTS


Ordinance 2016-0XX

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



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

MEMO

DATE: June 7, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator 
SUBJECT: Multi-Family Issues

As the Town's elected and appointed officials have begun to understand the new Land Development Ordinance, we have several appointed/elected officials that have become nervous about the flexibility allowed within the transect specifically on potential multi-family uses. We can protect against some of these concerns within our development agreement process, however, some members seem to want to further limit the multi-family use.

If the Board chooses, the challenge to Staff is to develop an amendment to the LDO that will alleviate these concerns while at the same time maintaining the ability of the transect to create a sustainable economic tax base for the Town.

Conceptually, a revised code amendment could allow the transect to be applied as is within the Targeted Growth sector (Town Center) and somehow limit the multi-family use within the T5 districts everywhere else either through special approval conditions or outright elimination. In addition, the Town's design guidelines are not sufficient to give any sort of certainty as to how these buildings may look. Creating additional regulation on the design side either through our existing design guidelines document or adding to the Multi-family Residential Standards (4.10.3) already contained in the LDO should be considered.

The Planning Commission has recommended the elimination of the multi-family uses within the T5 district. I would request that the Board allow Staff to work with Susan Henderson (PlaceMakers) on an alternative to the PC recommendation and present our finding prior to second reading.

BOMA Action:

Approve the Land Development Ordinance amendments with the understanding that the multi-family uses will be further amended as described above prior to second reading. In addition, the Town's design standards for commercial, multifamily, and mixed use structures will be updated per the PlaceMakers contract.

RESOLUTION NO. 2016-011

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE AN AGREEMENT WITH PLACEMAKERS, LLC FOR PROFESSIONAL SERVICES RELATED TO PROPOSED AMENDMENTS TO THE TOWN'S DESIGN REVIEW GUIDELINES AND THE LAND DEVELOPMENT ORDINANCE

WHEREAS, the Town previously retained Placemakers, LLC to provide professional and consulting services related to the preparation of the Land Development Ordinance; 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 Placemakers, LLC for them to assist Town Staff with the preparation of proposed amendments to the Town's Design Review Guidelines and Land Development Ordinance.

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

That the agreement with Placemakers, LLC, for professional services, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and the Mayor is authorized to sign said Agreement on the behalf of the Town.

RESOLVED AND ADOPTED this _____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

THIS PROFESSIONAL SERVICES AGREEMENT WITH PLACEMAKERS, LLC (this "**Agreement**") is executed effective for all purposes as of this ___ day of _____, 2016 by and between THE TOWN OF THOMPSON'S STATION, A PUBLIC BODY, CORPORATE AND POLITIC, ORGANIZED AND EXISTING ACCORDING TO THE LAWS OF THE STATE OF TENNESSEE, (the "**Town**") and PLACEMAKERS, LLC, A PLANNING AND COMMUNICATIONS CONSULTING FIRM ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE, (the "**Consultant**").

RECITALS

WHEREAS, the Town desires to engage the Consultant to prepare revisions to the Town's Design Review Guidelines and Land Development Ordinance ("Services"); and

WHEREAS, the Consultant possesses the skills to perform said consulting services for the Town.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Consultant hereby agrees to perform the services described in the scope of services set out as Attachment A, which is attached hereto and incorporated herein by this reference.

2. **ALTERNATE/ADDITIONAL SERVICES.** The Town may elect to have Consultant perform the Optional Services as set forth in Attachment A.

3. **TERM.** The term of this Agreement shall commence on the date above and terminate six (6) months from said date, or at such time as the need for services contemplated herein are completed, whichever is later.

4. **COMPENSATION AND METHOD OF PAYMENT.** The Consultant shall be paid in accordance with the fee schedule set out on Attachment A, but in no event shall Consultant be paid more than \$36,500.00 for services performed under this Agreement without additional approval of the Town.

5. **LOCATION OF PERFORMANCE.** The Consultant shall perform the Services offsite or such other place(s) as may be agreed upon in writing by the parties hereto.

6. **INDEPENDENT CONSULTANT RELATIONSHIP.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Town shall not be subject to any obligations or liabilities of the Consultant incurred in the performance of this Agreement unless otherwise herein authorized. The Town will provide no fringe benefits to the Consultant.

7. INDEMNIFICATION OF THE TOWN AND THOMPSON'S STATION. By acceptance of this agreement, the Consultant agrees to indemnify and hold harmless the Town and Thompson's Station ("Town"), their directors, officers, and employees, from all claims and injuries or damages to persons or property of any kind whatsoever arising as a result of negligence of the Consultant, its agents and employees, under the terms of this Agreement. The Consultant will maintain, throughout the term of this Agreement, insurance of the kinds and having the limits of liability and coverages as set forth within the current Certificate of Insurance set out in Attachment C: Certificate of Insurance and shall cause the Town to be named as a Certificate Holder under such policy. The requirement of the Consultant to maintain the insurance described herein shall in no way limit the obligation of the Consultant to indemnify the Town in the manner described herein.

8. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION. The Consultant agrees not to disclose to third parties, without the Town's prior written permission, confidential or proprietary information or trade secrets provided to the Consultant or its employees, agents, or subcontractors, which have not been previously disclosed to the Consultant by outside third parties, or which are not in the public domain, except to the extent that such information is required by law or by the professional obligations of the Consultant to be disclosed. The Consultant will use its best efforts to safeguard from unauthorized disclosure to third parties any such information given to it. The Town agrees not to disclose to third parties confidential or proprietary information provided to it by the Consultant without prior written permission except that disclosure shall be subject to the Tennessee Public Meetings Law. The work performed by Consultant and its subconsultants as part of this Project shall be the property of the Town. However, Consultant shall have the right to include representations of the Project, including photographs, plans, and drawings among its promotional and educational materials, provided confidential or proprietary information remains undisclosed.

9. LAW GOVERNING AGREEMENT/VENUE. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in Thompson's Station and the County of Williamson, State of Tennessee, and shall be governed by the laws of the State of Tennessee. Venue shall be in the courts of Williamson County, Tennessee.

10. TERMINATION. Either party may terminate this Agreement without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the Town have cause to terminate this Agreement or if the Consultant is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to the Consultant of the cause for termination. In the event this agreement is terminated, Consultant shall be entitled to payment for all services rendered to the time of termination, subject to any claims that Town may have against Consultant.

11. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the professional services of the Consultant for the Town, and in reference to any of the matters or things herein provided

for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

12. NOTICE. Any notices required under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the Town or the Consultant at the following addresses:

TOWN:

Town of Thompson's Station
1550 Thompson's Station Road West
Thompson's Station, TN 37179
(615) 794-4333

CONSULTANT:

PlaceMakers, LLC
5136 Sevilla Ave., NW
Albuquerque NM 87120
(505) 975-3258

(Remainder of this page intentionally blank.)

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____
day of _____, 2016.

APPROVED AS TO FORM AND CONTENT:

Joe Cosentini
Town Administrator
Town of Thompson's Station, Tennessee

CONSULTANT

TOWN

Hazel Borys
Managing Principal
PlaceMakers, LLC

Corey Napier
Mayor
Town of Thompson's Station, Tennessee

ORDINANCE NO. 2016-012

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION,
TENNESSEE, TO AMEND TITLE 8 OF THE MUNICIPAL CODE BY
ADDING A NEW CHAPTER 2 RELATED TO THE SALE OF WINE IN
RETAIL FOOD STORES.**

WHEREAS, state law allows for the sale of wine in retail food (grocery) stores effective July 1, 2016 in jurisdictions in which such sales have been approved by referendum; and

WHEREAS, the sale of wine in retail food stores was approved in Thompson's Station in 2014; and

WHEREAS, state law requires the Town to issue a certificate of compliance for the sale of wine in retail food stores within its jurisdiction and authorizes the imposition of an inspection fee; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to amend the Municipal Code to address these issues.

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

Section 1. That Title 20 of the Municipal Code, Miscellaneous, is hereby amended by added a new Chapter 2, as set forth below:

ALCOHOLIC BEVERAGES OTHER THAN BEER

SECTION

8-201. Authority and purpose.

8-202. Definitions.

8-203. Certificate of compliance.

8-204. Certificate valid at one location only; Compliance with Land Development Ordinance.

8-205. Application disclosures; misrepresentations; revocation.

8-206. Inspection fee.

8-201. Authority and purpose. This ordinance is adopted pursuant to the powers enumerated in T.C.A. Title 57, Chapter 3.

8-202. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Alcoholic beverage or beverage means and includes all alcohol, spirits, liquor, wine, high alcohol content beer and other liquids included in the definition of "alcoholic beverage" contained in T.C.A. § 57-3-101(a), as the same may be amended, supplemented or replaced.

Certificate or certificate of compliance means the certificate required pursuant to T.C.A. §§ 57-3-208 or 57-3-806, as the same may be amended, supplemented or replaced, and subject to the provisions set forth in this article for issuance of such a certificate.

License means a license issued by the alcoholic beverage commission of the state pursuant to T.C.A. §§57-3-204 or 57-3-803, as the same may be amended, supplemented or replaced, provided that the issuance of licenses shall be subject to the restrictions set forth in this article.

Licensee means any person to whom a license has been issued.

Retail sale means a sale to a consumer or to any person for any purpose other than for resale.

Retail food store means an establishment which is eligible for the issuance of a retail food store wine license by the alcoholic beverage commission of the state, pursuant to T.C.A. Title 57, Chapter 3, Part 8.

Wholesale means a sale to any person for purposes of resale, except that sales by a person licensed under T.C.A. § 57-3-204 to a charitable, nonprofit or political organization possessing a valid special occasion license for resale by such organizations pursuant to their special occasion license shall not be construed as such a sale.

Wholesaler means any person who sells at wholesale any beverage for the sale of which a license is required under the provisions of T.C.A. Title 57, Chapter 3.

Wine means the product of the normal alcoholic fermentation of the juice of fresh, sound, ripe grapes, as further defined by T.C.A. §§ 57-3-101 and 57-3-802, as the same may be amended, supplemented or replaced.

8-203. Certificate of compliance. Any person intending to apply for a state license for the sale of wine at a retail food store shall first apply for a certificate of compliance from the Town, pursuant to T.C.A. § 57-3-208. The application for a certificate shall be in writing on a form furnished by the Town Recorder. Upon verification that the applicant meets the requirements of T.C.A. § 57-3-208(b), the mayor may issue the certificate. Alternatively, members of the Board of Mayor and Aldermen may sign the certificate and the certificate shall be issued when a majority of the members have signed it. The certificate shall be granted or denied within 60 days after the application for the certificate is submitted to the Recorder. A certificate of compliance for the sale of wine at a retail food store shall expire and become void if the applicant to whom the certificate was granted fails to apply for a license from the alcoholic beverage commission within six months of the date of the certificate, or if the retail food store for which a certificate was granted is not in operation within 12 months following the issuance of

the certificate; provided, however, that the mayor or a majority of the board may, upon written request of the applicant, extend the expiration date of a certificate for up to three additional months in the event of circumstances beyond the applicant's control. If a certificate becomes void, no new certificate may be issued to the same applicant unless a new application is submitted and all applicable requirements of this article are met at the time the new application is received.

8-204. Certificate valid at one location only; Compliance with Land Development Ordinance. A certificate issued under this article for the sale of wine at a retail food store shall be valid only for the premises proposed in the application, and any change of location of the business shall be cause for immediate nullification of the certificate. No certificate of compliance shall be issued for the sale of wine at a retail food store where such store would be prohibited under the Town's Land Development Ordinance.

8-205. Application disclosures; misrepresentations; revocation. (a) Each application for a certificate shall identify each person who is to be in actual charge of the business and, if a corporation, each executive officer and each individual in control of the business. For the purposes of this section, an individual who owns at least 50 percent of the stock of a business is considered to be in control of the business.

(b) Misrepresentation of a material fact, or concealment of a material fact required to be shown in the application for a certificate, shall be a violation of this ordinance. The Town may refuse to issue a certificate if, upon investigation, the Town finds that the applicant for a certificate has concealed or misrepresented in writing or otherwise any material fact or circumstance concerning the operation of the business, or if the interest of any person in the operation of the business is not truly stated in the application, or in case of any fraud or false statements by the applicant pertaining to any matter relating to the operation of the business.

(c) If the provisions of this section are alleged to have been violated, the Town may revoke any certificate which has been issued, after first providing an opportunity for the applicant or licensee to refute such allegations and/or to show cause why the certificate should not be revoked. The mayor may revoke a certificate for the sale of wine at a retail food store, provided that the applicant or licensee may appeal the revocation to the board of mayor and aldermen which may reverse the mayor's action by majority vote.

8-206. Inspection fee. Pursuant to T.C.A. § 57-3-501 et seq. there is hereby imposed an inspection fee of five percent (5%) of the wholesale price of alcoholic beverages supplied by wholesalers to licensees under this article. This fee shall be collected by the wholesaler making such sales, who shall remit the fees to the Town at such times and in such manner as provided in T.C.A. § 57-3-503, accompanied by such forms and other information as the Town finance director may prescribe. Wholesalers collecting and remitting this inspection fee shall be allowed to deduct the collection fee authorized by the above statute. The failure of the wholesaler to remit the appropriate fees and documentation to the Town may result in the suspension or revocation of the retail food store's certificate of compliance.

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

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2016, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2016.

APPROVED AS TO FORM AND LEGALITY:

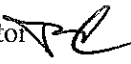
Todd Moore, Town Attorney

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

MEMO

DATE: June 7, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator 
SUBJECT: Wine in Grocery Stores

When the State passed the legislation allowing for the sale of wine in grocery stores it enabled the Town to collect a fee that was previously unavailable as we did not have liquor stores operating within the Town. The attached ordinance would establish the "inspection fee" and provide the process for the issuance of a certificate of compliance.

This would be a new revenue for the Town and is not included in the budget for next fiscal year since we do not have a good way to estimate potential revenues.

BOMA Action:

Approve first reading of Ordinance 2016-012 as presented and schedule the public hearing and second reading for August 9, 2016.

LEGEND

	EXISTING INDEX CONTOUR		PROPOSED LOT LINE
	EXISTING INTERMEDIATE CONTOUR		PROPOSED LOT NUMBER
	EXISTING OVERHEAD ELECTRIC		PROPOSED RIGHT-OF-WAY
	EXISTING WATER LINE		PROPOSED CURB
	EXISTING STORM LINE		PROPOSED STORM DRAINAGE PIPE
	ADJOINING PROPERTY LINE		PROPOSED STORM DRAINAGE CURB INLET
	PROPERTY LINE		PROPOSED STORM DRAINAGE HEADWALL
	IRON PIN FOUND		PROPOSED STORM DRAINAGE OUTLET STRUCTURE
	IRON PIN SET		PROPOSED SANITARY SEWER LINE
	EXISTING UTILITY/TELEPHONE POLE		PROPOSED SANITARY SEWER FORCE MAIN
	EXISTING CATCH BASIN		PROPOSED SANITARY SEWER MANHOLE
	EXISTING T-POST		PROPOSED WATER MAIN
			PROPOSED WATER VALVE
			PROPOSED FIRE HYDRANT

NOTES:

- SEE SHEET C001 FOR GENERAL NOTES, SANITARY SEWER AND UTILITY NOTES.
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REFERENCE:

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BENCHMARK:

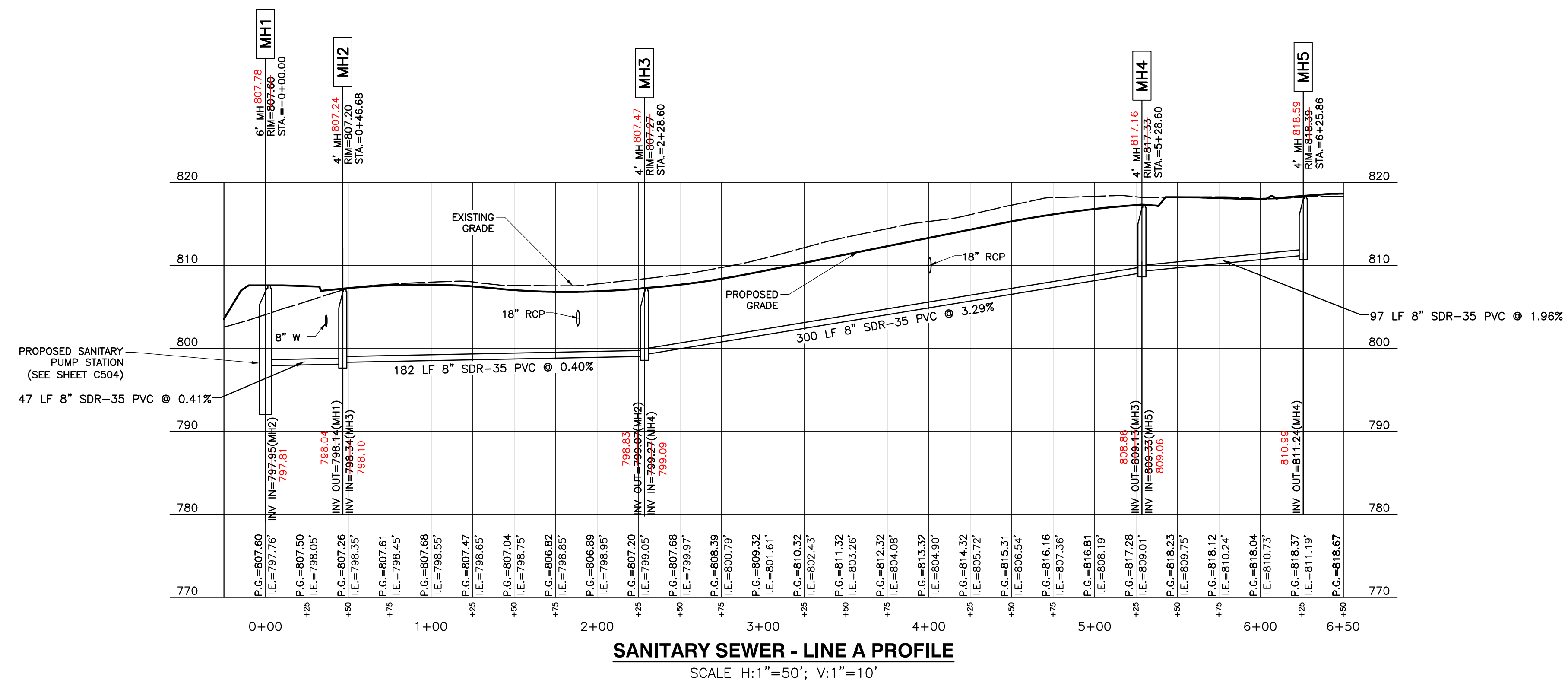
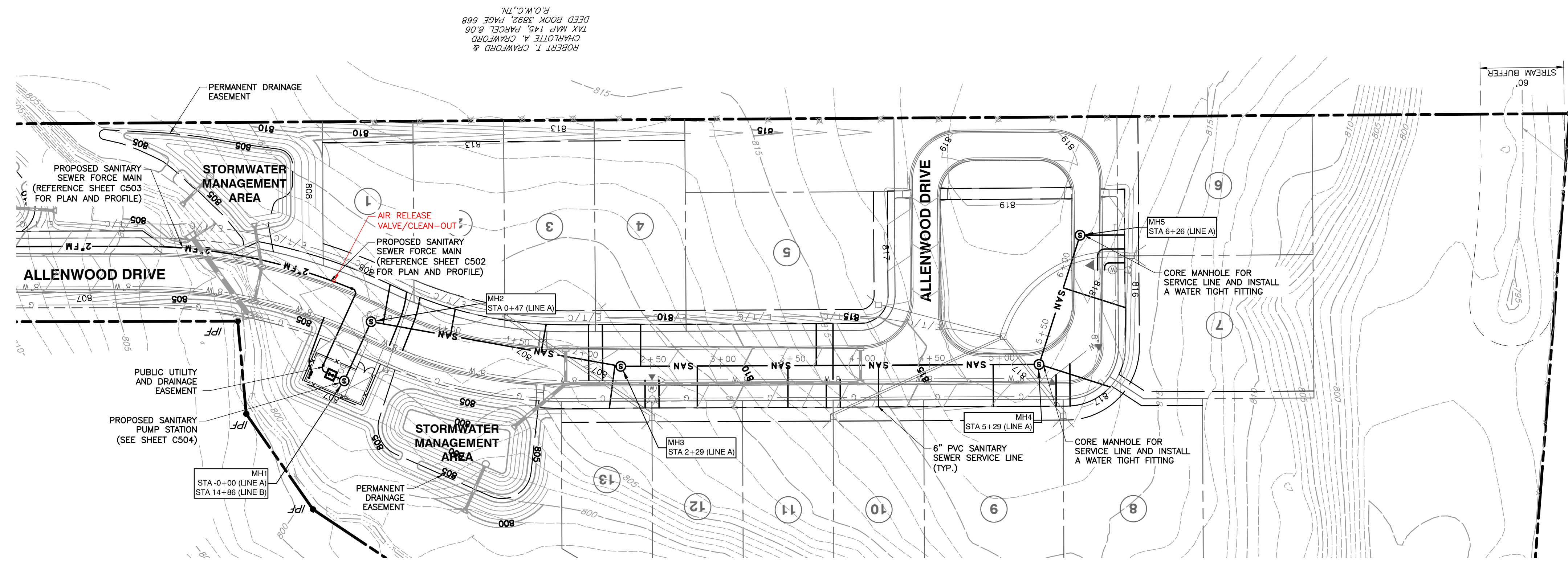
IRON PIN & CAP
 N=536,745.50
 E=1,708,002.99
 ELEV.=817.24 (NAVD88)

PROFILE ABBREVIATIONS

- E.G. = EXISTING GRADE
- P.G. = PROPOSED GRADE
- I.E. = INVERT ELEVATION

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SANITARY SEWER INFORMATION SHOWN HEREON IN RED IS BASED ON AN AS-BUILT SURVEY PERFORMED IN THE FIELD ON 10-12-15 AND IS TRUE AND CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



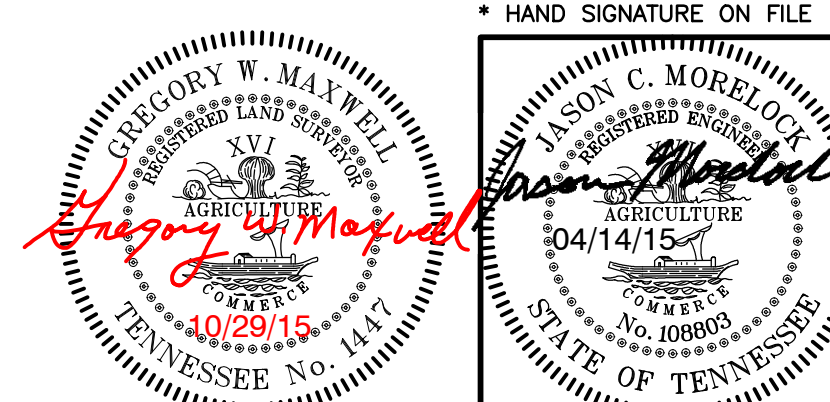
SANITARY SEWER - LINE A PROFILE
 SCALE H:1"=50'; V:1"=10'

NOTE TO CONTRACTOR:

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NO.	DATE	DESCRIPTION

C&E
Civil & Environmental Consultants, Inc.
 325 Seaboard Lane - Suite 170 - Franklin, TN 37067
 615-333-7797 - 800-763-2326
 www.ceinc.com

ALLENWOOD DEVELOPMENT PARTNERS, LLC
ALLENWOOD SUBDIVISION
THOMPSON'S STATION
 WILLIAMSON COUNTY, TENNESSEE

SANITARY SEWER PLAN & PROFILE (LINE A)

DATE: APRIL 2015
 DWG SCALE: 1/8"=1'-0"
 PROJECT NO: 132-764

BPH
 DRAFT
 132-764
 DRAFT

APPROVED BY: _____

DRAWING NO.: **C501**

A:\2015\132-764-C&E\Drawings\2015-10-29-SS AS-BUILT.dwg (C501) SANITARY SEWER PLAN & PROFILE (LINE A) L5(10/29/2015 12:54 PM) - LP: 10/29/2015 12:54 PM

LEGEND

850	EXISTING INDEX CONTOUR	---	PROPOSED LOT LINE
---	EXISTING INTERMEDIATE CONTOUR	①	PROPOSED LOT NUMBER
OH-E	EXISTING OVERHEAD ELECTRIC	---	PROPOSED RIGHT-OF-WAY
W-W	EXISTING WATER LINE	---	PROPOSED CURB
ST-ST	EXISTING STORM LINE	---	PROPOSED STORM DRAINAGE PIPE
---	ADJOINING PROPERTY LINE	□	PROPOSED STORM DRAINAGE CURB INLET
---	PROPERTY LINE	▽	PROPOSED STORM DRAINAGE HEADWALL
● IPF	IRON PIN FOUND	○	PROPOSED STORM DRAINAGE OUTLET STRUCTURE
○ IPS	IRON PIN SET	— SAN	PROPOSED SANITARY SEWER LINE
⊗	EXISTING UTILITY/TELEPHONE POLE	— 2" FM	PROPOSED SANITARY SEWER FORCE MAIN
⊠	EXISTING CATCH BASIN	⊙	PROPOSED SANITARY SEWER MANHOLE
⊗	EXISTING T-POST	— 8" W	PROPOSED WATER MAIN
		⊙	PROPOSED WATER VALVE
		⊕	PROPOSED FIRE HYDRANT
		— G	PROPOSED GAS
		— E/T/C	PROPOSED ELECTRIC/TELEPHONE/CABLE

NOTES:

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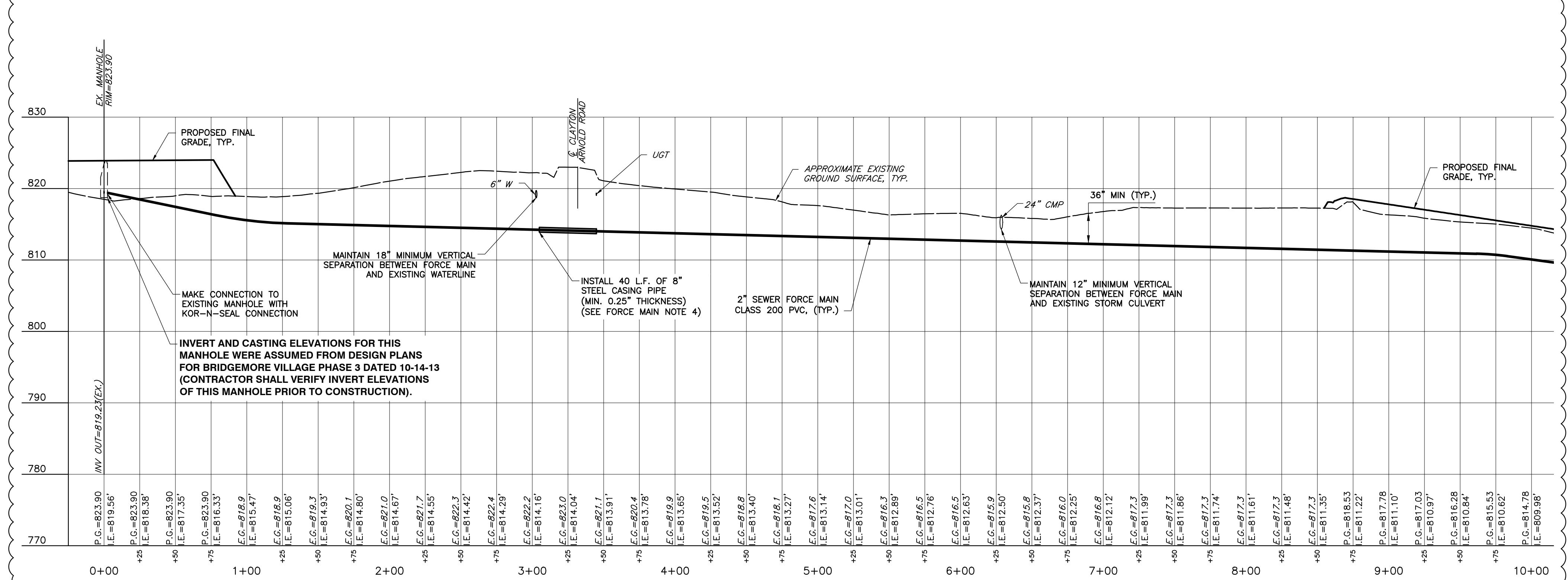
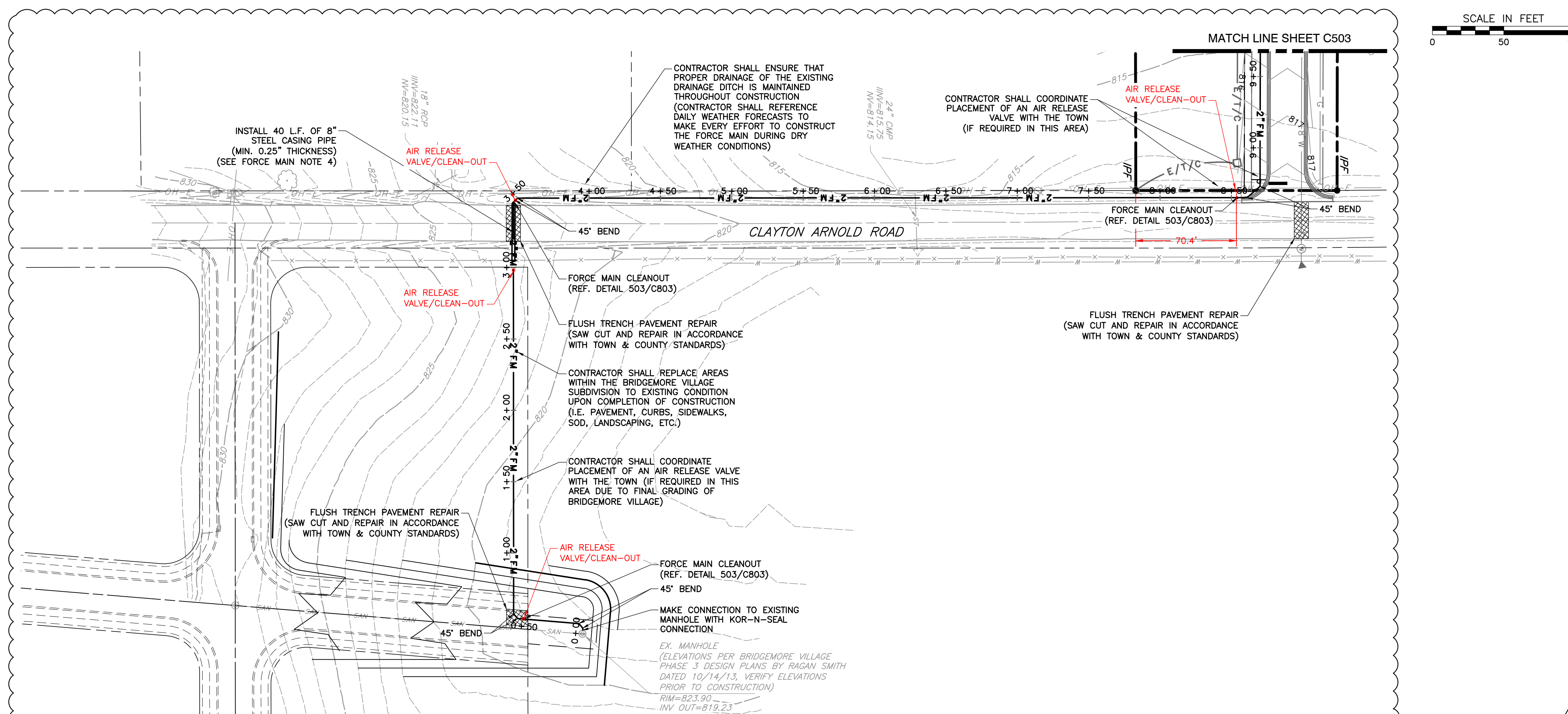
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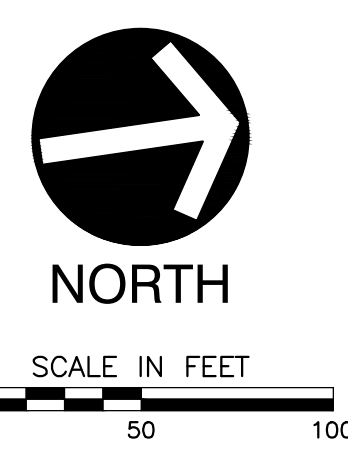
IRON PIN & CAP
N=536,745.50
E=1,708,002.99
ELEV.=817.24 (NAVD88)

FORCE MAIN NOTES:

- ALL SANITARY SEWER FORCE MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CURRENT STANDARDS, SPECIFICATIONS, DETAILS AND REQUIREMENTS OF THE TOWN OF THOMPSON'S STATION, TENNESSEE.
- FORCE MAIN IS TO BE CONSTRUCTED WITH AN UP-SLOPE GRADE FROM BEGINNING TO END. LAYING UP-SLOPE TO A POINT, TURNING DOWN, AND RISING AGAIN IS NOT ALLOWED WITHOUT INSTALLING AN AIR/VACUUM RELEASE VALVE.
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SANITARY SEWER - LINE B PROFILE
SCALE H:1"=50'; V:1"=10'



REVISION RECORD

NO.	DATE	DESCRIPTION
1	10/29/15	FORCE MAIN REVISIONS

Allenwood Development Partners, LLC
Allenwood Subdivision
Thompson's Station
Williamson County, Tennessee

Civil & Environmental Consultants, Inc.
325 Seaboard Lane - Suite 170 - Franklin, TN 37067
615-333-7797 - 800-763-2326
www.cecninc.com

ALLENWOOD DEVELOPMENT PARTNERS, LLC
ALLENWOOD SUBDIVISION
THOMPSON'S STATION
WILLIAMSON COUNTY, TENNESSEE

SANITARY SEWER PLAN & PROFILE (LINE B)

DATE: APRIL 2015 | DRAWN BY: BPH | DRAFT
DWG SCALE: 1"=50' | CHECKED BY: 132-764 | DRAFT
PROJECT NO.: 132-764 | APPROVED BY: 132-764 | DRAFT

DRAWING NO.: **C502**

811
Know what's below.
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NOTE TO CONTRACTOR:
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Gregory W. Maxwell
Professional Engineer
No. 10880
10/29/15
STATE OF TENNESSEE

Gregory W. Maxwell
Professional Engineer
No. 10880
10/29/15
STATE OF TENNESSEE

A:1301132-764 - CADD (revised) 2015-10-29-29-SS AS-BUILT 132784-C502.dwg (C502) SANITARY SEWER PLAN & PROFILE (LINE B) 15/10/29/2015 12:53 PM

LEGEND

850	EXISTING INDEX CONTOUR	---	PROPOSED LOT LINE
---	EXISTING INTERMEDIATE CONTOUR	①	PROPOSED LOT NUMBER
OH-E	EXISTING OVERHEAD ELECTRIC	---	PROPOSED RIGHT-OF-WAY
W-W	EXISTING WATER LINE	---	PROPOSED CURB
ST-ST	EXISTING STORM LINE	▬	PROPOSED ASPHALT PAVEMENT
---	ADJOINING PROPERTY LINE	▬	PROPOSED STORM DRAINAGE PIPE
---	PROPERTY LINE	□	PROPOSED STORM DRAINAGE CURB INLET
● IPF	IRON PIN FOUND	▽	PROPOSED STORM DRAINAGE HEADWALL
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⊠	EXISTING CATCH BASIN	— 2" FM —	PROPOSED SANITARY SEWER FORCE MAIN
⊗	EXISTING T-POST	⊙	PROPOSED SANITARY SEWER MANHOLE
		8" W	PROPOSED WATER MAIN
		⊕	PROPOSED WATER VALVE
		⊕	PROPOSED FIRE HYDRANT
		G	PROPOSED GAS
		E/T/C	PROPOSED ELECTRIC/TELEPHONE/CABLE

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SURVEYOR'S CERTIFICATION:

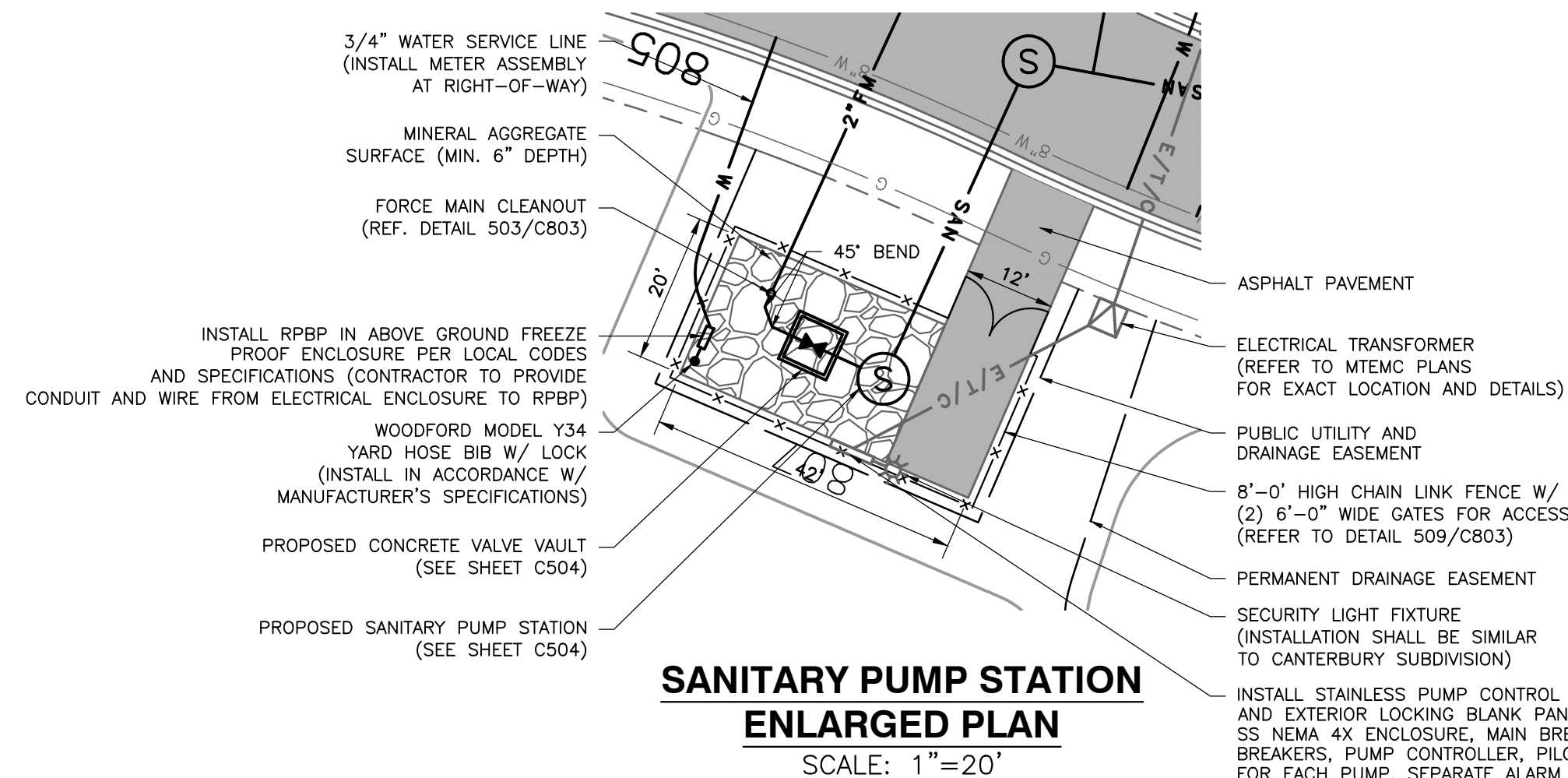
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BENCHMARK:

IRON PIN & CAP
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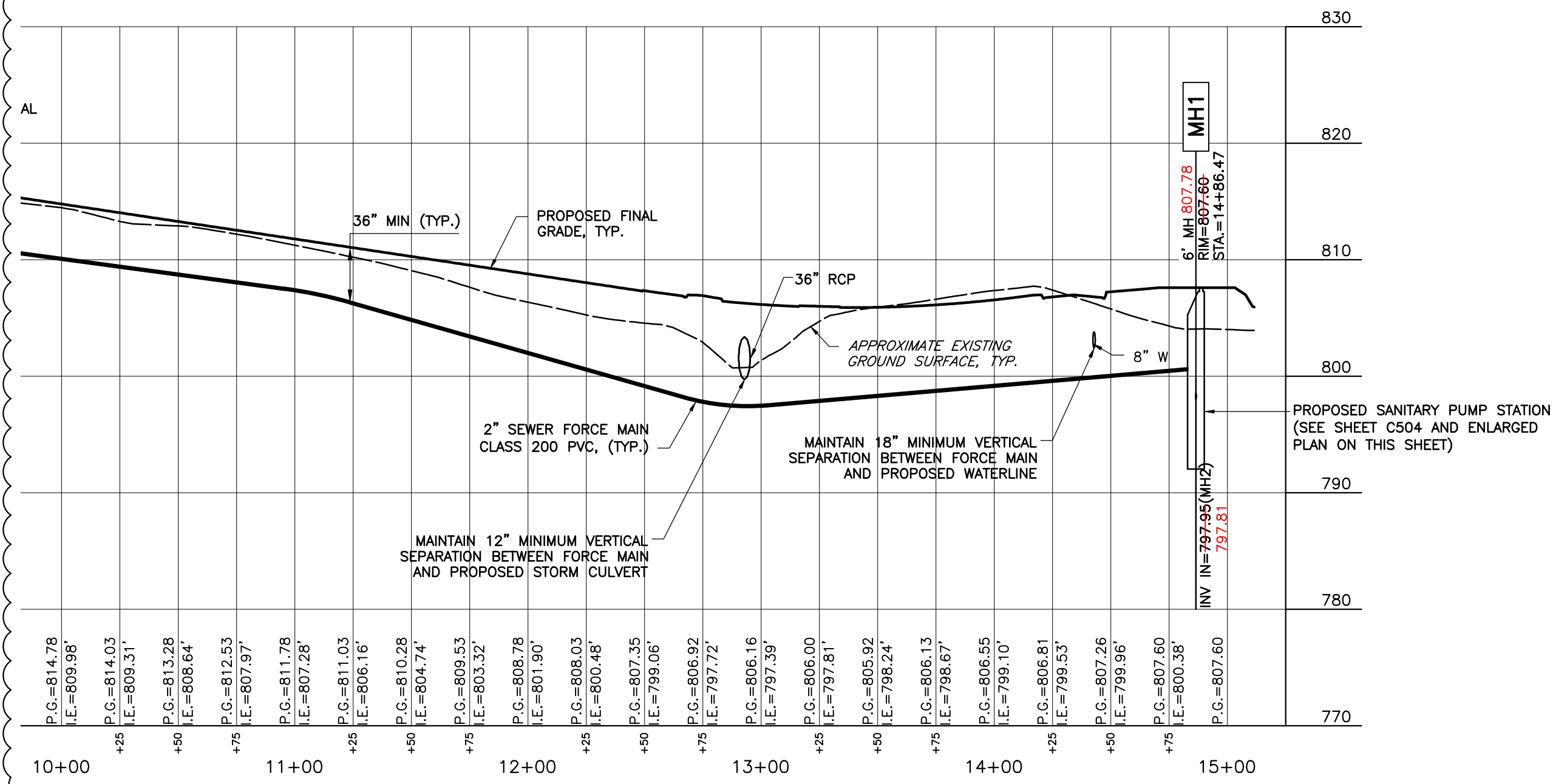
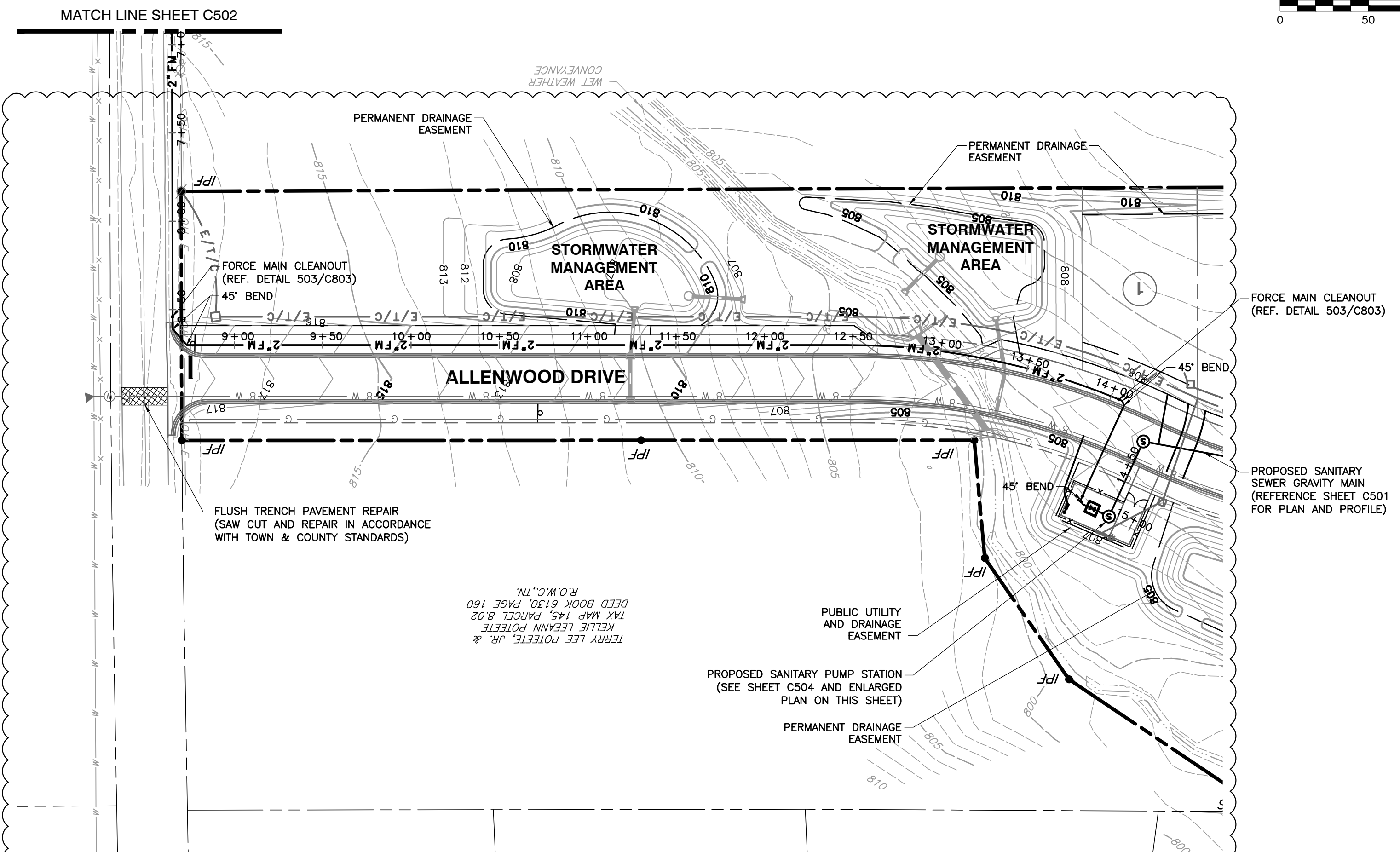
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Phone: (615) 794-4333
Fax: (615) 794-3313
www.thompsons-station.com



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

MEMO

DATE: June 7, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator 
SUBJECT: Allenwood Pump Station and Force Main

The developers of the Allenwood subdivision have requested the Town's acceptance of their onsite pump station and associated force main. All necessary improvements have been completed and installation requirements have been met. The developers have submitted all necessary as-built documents and have followed all testing and start-up procedures for the station. Our wastewater operators and engineer have inspected the infrastructure and are comfortable with the operation.

The construction costs for the pump station and force main were approximately \$108,000.00. The maintenance bond of 15% would equal \$16,200.00 and would be held for one year. All other surety for the subdivision will remain in place at current levels.

BOMA Action:

Approve the request for acceptance of the Allenwood pump station and force main and set the maintenance bond at \$16,200.00.

RESOLUTION NO. 2016-010

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A SUBDIVISION DEVELOPMENT AGREEMENT WITH SHAW ENTERPRISES, LLC FOR PHASE 5 OF BRIDGEMORE VILLAGE AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Shaw Enterprises, LLC ("Developer") is developing Phase 5 of Bridgemore 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 to allow for the continued development of Phase 5 of Bridgemore Village.

NOW, THEREFORE, BE IT 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 June, 2016.

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 12th day of April 2016, between the Town of Thompson's Station, Tennessee (the "Town"), and Shaw Enterprises, LLC (the "Developer").

WITNESSETH:

WHEREAS, the Developer intends to develop a subdivision to be known as Bridgemore Village, Phase 5; and

WHEREAS, Phase 5 of the Bridgemore Village subdivision received approval 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 Subdivision Regulations, the approved construction plans, and the final subdivision plat. 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. Bonding

Prior to the recording of the final subdivision plat, the Developer shall post a cash bond or letter of credit ("Bond") 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 Bond may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the Bond. The Bond 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 bond to pay for said repairs. Additionally, the Developer shall execute a maintenance bond as required by the Subdivision Regulations.

SECTION 7. Special Provisions

The Developer and the Town further agree to the following:

1. A drainage study evaluating the entire 545 acres of the development has been submitted to verify that drainage is managed adequately on site.
2. All applicable codes and regulations have been addressed to the satisfaction of the Town Engineer.
3. A geotechnical report has been submitted identifying the location of any sinkholes.
4. The Developer shall execute this development agreement for Bridgemore Village Phases 5 prior to the approval submittal of the final plat.
5. Prior to submittal of the final plat, all side yard setbacks shall be revised to 10 feet or in compliance with Zoning Ordinance requirements.
6. Sewer tap connections are approved for Bridgemore Village Phase 5.
7. Developer shall comply with the tree replacement plan approved by the Planning Commission as described below.

8. Prior to the recordation of any final plats within Phase 5, all trees located within common area shall be planted in accordance with the approved replacement plan.
9. Prior to certificate of occupancy, all lot trees shall be planted in accordance with the approved replacement plan.

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



Developer *Date*

4-6-16

TOWN OF THOMPSON'S STATION, TENNESSEE

BY:

Mayor *Date*

APPROVED AS TO FORM AND LEGALITY:

Town Attorney *Date*