

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
June 14, 2022**

Meeting Called To Order

Pledge Of Allegiance

Consent Agenda:

- a. Consideration of the Minutes of the May 10, 2022, regular meeting.
- b. Amendment A-Extension to Interlocal Agreement between Williamson County, Tennessee, and the Town of Thompson's Station.

Documents:

[ITEM A BOMA MINUTES 5_10_2022.PDF](#)
[ITEM B CONSENT AGENDA INTERLOCAL AGREEMENT WILLIAMSON COUNTY.PDF](#)

Announcements/Agenda Requests

Public Comments-

Unfinished Business:

- 1. Approve Public Hearing And Second Reading Of Ordinance 2022-009: An Ordinance Of The Town Of Thompson's Station, TN Adopting The Annual Budget, And Tax Rate For The Fiscal Year Beginning July 1, 2022, And Ending June 30, 2023:**

Documents:

[ITEM 1 - ORDINANCE 2022-009.PDF](#)

New Business:

- 2. Approve Resolution 2022-012: A Resolution Of The Town Of Thompson's Station, Tennessee To Establish A Uniform Capitalization Policy That Complies With Federal And State Financial Reporting Requirements:**

Documents:

[ITEM 2 - RESOLUTION 2022-012 FOR CAPITALIZATION.PDF](#)
[ITEM 2 - CAPITALIZATION POLICY DRAFT.PDF](#)

- 3. Approve Low Bidder For Bridgemore Sewer Rehabilitation Project:**

Documents:

[ITEM 3 - BIDTAB_BRIDGEMORE_REHAB.PDF](#)

- 4. Approve Resolution 2022-016 State Revolving Fund Loan Application For SRF 2022-469 For The Financing Of The Construction Of A Water Facilities**

Project, Including Authorizing The Execution Of Application, Contractual Agreements, And Other Necessary Documents, And Making Certain Representations, Certifications, And Pledges Of Certain Revenue In Connection With Such Financing:

Documents:

[ITEM 4 - BUDGET RE-BUDGET
X02SRFREBUDGFRMMULTCONTRACTS1-1_M TJ.PDF](#)
[ITEM 4 - TITLE VI PRE-AUDIT SURVEY FINAL.PDF](#)
[ITEM 4 - APPLICATION SRF 469 FINAL_RS.PDF](#)

5. Approve Resolution 2022-017 For State Revolving Fund Loan Application SRF 2022-470 Authorizing And Providing For The Financing Of The Construction Of A Water Facilities Project, Including Authorizing The Execution Of Application Contractual Agreements, And Other Necessary Documents, And Making Certain Representations, Certifications, And Pledges Of Certain Revenue In Connection With Such Financing:

Documents:

[ITEM 5 - BUDGET RE-BUDGET
X02SRFREBUDGFRMMULTCONTRACTS1-1_M TJ.PDF](#)
[ITEM 5 - TITLE VI PRE-AUDIT SURVEY FINAL.PDF](#)
[ITEM 5 - APPLICATION SRF 2022 470 FINAL_RS.PDF](#)

6. Approve Resolution 2022-019 A Resolution Of The Town Of Thompson's Station, Tennessee Approving And Adopting The Policy Of Nondiscrimination Under Title VI, A Limited English Proficiency Plan Under Title VI, And Procedures For Review Of Title VI Complaints:

Documents:

[ITEM 6 - RESOLUTION 2022-019 TO ADOPT TITLE VI REQUIREMENTS
BY THE TOWN WITH 3 EXHIBITS.PDF](#)

7. Discussion Of Tollgate Infrastructure/Consideration Of Action Regarding Sureties:

Documents:

[ITEM 7- STAFF MEMO FOR TOLLGATE INFRASTRUCTURE 6-7-22.PDF](#)

Adjourn

Information Only:

A. Financial Report

Documents:

[BOMA FINANCE MAY 2022.PDF](#)

B. Key Projects Monthly Updates

1. Barge Designs - Matthew Johnson
2. Kimley-Horn - Alisha Eley
3. RaganSmith - Brandon Baxter

Documents:

XBARGE DESIGN
THOMPSONS_STATION_PROJECT_STATUS_JUN2022.PDF
XKIMLEY HORN UPDATE TEMPLATE.PDF
XRAGANSMITH THOMPSONS STATION-CRITZ LANE PROGRESS
MEETING AGENDA 5-25-2022.PDF

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

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Minutes
May 10, 2022, 7:00 p.m.**

Call to Order:

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on May 10, 2022. Members and staff attending were Mayor Corey Napier, Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Brian Stover; Alderman Andrew Zinn; Town Administrator Ken McLawhon; Finance Director Steve Banks; Maintenance Supervisor Bryan King, Waste Water Operator Kenny Bond; Town Clerk Regina Fowler and Town Attorneys Andrew Mills and Kirk Vandivort.

Pledge of Allegiance:

Consent Agenda:

- a. **Consideration of the Minutes of the April 12, 2022, regular meeting.**
- b. **Development Agreement for Tollgate Village Section 2-B – Town Center with Regent Homes, LLC.**

Approve Consent Agenda:

- a) Consideration of the Minutes of the April 12, 2022, regular meeting.
- b) Development Agreement for Tollgate Village Section 2-B – Town Center with Regent Homes, LLC.

Alderman Brandon Bell made a motion to approve the Consent Agenda. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

Announcements: None

Public Comments:

Corey Howse – 2732 Thompson's Station Road, East, T. S.: Paster of Connection Hill Primitive Baptist Church and representing T. S. community. We would ask that you vote in favor of access to sewer for our church. Residents in community have no access to sewer. We would ask that you give the residents living in and near the downtown area of T. S. the opportunity to access sewer. Should grants become available we would ask that you keep these residents in mind to assist them in the process of obtaining sewer.

Joshua Sandler – 4650 Gander Branch Road: I do not live in the town city limits however, the Firstbank Amphitheatre is affecting our community. If Thompson's Station is on our doorstep, please reach out to event venue to assist in reducing venue capacity, especially during week nights. We do not feel that the venue or Thompson's Station are being good neighbors.

Jane Sandler – 4650 Gander Branch Road: We are still having issues with Firstbank Amphitheatre. It is my understanding the owner has reached out to TDOT for permission to make road improvements. Where does he stand with TDOT? If TDOT does not grant special permission for improvements, what is the Town willing to do? I am distributing pictures of traffic congestion from the Miranda Lambert concert. We need help, it is not just a traffic issue as much as it is health and safety issues. Please reach out to the Williamson County Mayor's office,

Sheriff's office, and the Transportation office to collaborate with them to determine a viable solution. Something needs to be done before there is a tragic situation.

Malcolm Nevills – Lives around the road circling the Town. Prior Town administrators and elected officials met with us and told us if we were willing to grant the Town four feet of land, they would install sidewalks with sewer and drainage. We have waited patiently and quietly until Whistle Stop Subdivision began building. Whistle Stop has sewer and they are right behind our homes. I know buildings in the downtown are on sewer, yet we are 20' away and we do not have sewer. We have been in this town for years and I appeal to you for consideration to provide sewer for these people.

Paulette Johnson – Franklin, TN: Connection Hill Primitive Baptist Church member and longtime past resident of T.S. The Church has been at this original site since 1878. Mr. S. A. Pointer, a landowner in the 11th district of Williamson County, that same year the land was deeded to the trustees for \$5.00 for the future welfare and prosperity of the colored race of this section and the education of their children for their use and benefit at the colored Primitive Baptist Church of Tennessee. If the property ceased to be used for this purpose it would revert back to Mr. Pointer's estate. In 1943 the pastor saw the need for a new church building. The trustees obtained a clear deed to the property and in 1950 purchased it for \$350.00.

Mildred & Marilyn Buford – Members of Connection Hill Primitive Baptist Church members. We have friends and family in the T. S. area who do not have sewer. In the words of Spike Lee, "we ask that you do the right thing."

Rich McEachern, Owner of FirstBank Amphitheatre – 4510 Graystone Quarry Lane. We are engaged weekly with TDOT officials, and a set of plans need to be developed and approved quickly. We feel that we are in the final stages of approval and if so, construction would begin immediately. Life safety issues have been mentioned, we are working with all county emergency services, response units for fire, emergency, hospital, and dispatch to insure they are aware of events and have alternate traffic routes to get to our events if needed. We have on-site personnel to respond to emergencies and we have clearance with Vanderbilt LifeFlight if a helicopter is needed. We have two-way radios with county officials, and we would clear traffic for their services if needed. With the addition of developments in the past and new development construction, we are making designs to improve access but, it will not alleviate all traffic in the area. You have our commitment to do what we can, and we are spending millions of dollars of our own money to make this project better.

Alvin Smith – Member of Connection Hill Primitive Baptist Church. I come before you as I did approximately 25 years ago to discuss traffic and safety concerns amid construction of new developments. Please consider land for a helipad for emergency services, alternate traffic routes for ingress/egress for our Town. Please work with the State and County officials to improve roadways amid safety concerns.

Rayna Reddish – I live in the Bethesda community. I have concerns with the effects of what Firstbank Amphitheatre has done to our community. If you dump 4,000 vehicles into the middle of rush hour traffic, what would you get? A giant traffic jam and nightmare that we live with and had no say in. I appreciate that you are trying to ameliorate the situation however, it should have been done before the Amphitheatre was opened. I ask that you make limitations on the event venue, so we are not inconvenienced by traffic. My community has been grossly affected by this. As far as safety issues are concerned you have provisions in place for venue attendees but

are the services available to my community? My community has been harmed and I am asking you to that ameliorate with common sense solutions.

Ms. Andrews - 1595 Thompson's Station Road, E. T. S. – I live in the curve just past the railroad tracks past this community center. When it rains it floods my yard. It has never been in my home, but it will if nothing is done. Please fix the curve, the road and add speed bumps in front of my house to slow down traffic. Come and look at my yard the next time we have heavy rains. Please do something!

Unfinished Business:

1. Approve Reservation of Wastewater Capacity Agreements deferred at the April 12, 2022, BOMA Meeting:

- a. Reservation Agreement for 4561 Columbia Pike, Cooper Magli applicant.
- b. Reservation Agreement for 2732 Thompson's Station Road East, Connection Hill Primitive Baptist Church applicant.
 - Alderman Shaun Alexander made a motion to **defer** the Reservation of Wastewater Capacity Agreement for 4561 Columbia Pike, Cooper Magli applicant. The motion was seconded by Alderman Brian Stover, and it carried unanimously.
 - Alderman Brian Stover made a motion to approve Reservation of Wastewater Capacity Agreement at 2732 Thompson's Station Road, East, Connection Hill Primitive Baptist Church applicant. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

2. Approve Barge Design Solutions, Inc. Additional Services Amendment Number 3 for the Regional Wastewater Treatment Plant Upgrades:

Alderman Brandon Bell made a motion to approve the Barge Design Solutions, Inc., Additional Services Amendment Number 3 for the Regional Wastewater Treatment Plant Upgrades. The motion was seconded by Alderman Brian Stover and carried 4 yay 1 nay with Alderman Shaun Alexander casting the nay vote.

3. Approve Resolution 2022-013: A Resolution of the Town of Thompson's Station, Tennessee to Approve the Implementation of a Sewer Network Plan and Necessary Engineering to Develop such plan for the Town of Thompson's Station.

Alderman Brian Stover made a motion to approve Resolution 2022-013: A Resolution of the Town of Thompson's Station, Tennessee to Approve the Implementation of a Sewer Network Plan and Necessary Engineering to Develop such plan for the Town of Thompson's Station. The motion was seconded by Alderman Brandon Bell and carried unanimously.

4. Approve Resolution 2022-014: A Resolution of the Town of Thompson's Station, Tennessee to Approve Amendment #3 of the Settlement Agreement between the Town and Whistle Stop Farms, LLC.

Alderman Andrew Zinn made a motion to approve the Resolution 2022-014: A Resolution of the Town of Thompson's Station, Tennessee to Approve Amendment #3 of the Settlement Agreement between the Town and Whistle Stop Farms, LLC releasing six water taps back to the Town of Thompson's Station. The motion was seconded by Alderman Brandon Bell and carried unanimously.

5. Approve Resolution 2022-015: A Resolution of the Town of Thompson's Station, Tennessee to Approve Limiting Approval of Request for the Reservation of Wastewater Capacity Pending Implementation of a Sewer Network Plan and Committing Funding for the Expansion of the MBR for the Town of Thompson's Station.

Alderman Brandon Bell made a motion to approve Resolution 2022-015: A Resolution of the Town of Thompson's Station, Tennessee to Approve Limiting Approval of Request for the Reservation of Wastewater Capacity pending Implementation of a Sewer Network Plan and Committing Funding for the Expansion of the MBR for the Town of Thompson's Station. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

New Business:

6. Approve First Reading of Ordinance 2022-009: An Ordinance of the Town of Thompson's Station, TN Adopting the Annual Budget, and Tax Rate for the Fiscal year beginning July 1, 2022, and ending June 30, 2023:

Alderman Brandon Bell made a motion to approve First Reading of Ordinance 2022-009: An Ordinance of the Town of Thompson's Station, TN adopting the Annual Budget and Tax Rate for the fiscal year beginning July 1, 2022, and ending June 30, 2023:

Adjourn:

There being no further business, the meeting was adjourned at 8:21 p.m.

Corey Napier, Mayor

Regina Fowler, Town Recorder/Clerk

AMENDMENT A
EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE
AND THE TOWN OF THOMPSON'S STATION, TENNESSEE

THIS AMENDMENT A ("Amendment") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee, on behalf of the Williamson County Sheriff's Office ("Sheriff's Office"), and the TOWN OF THOMPSON'S STATION, TENNESSEE ("Town"), to extend the terms of the original Interlocal Agreement ("Agreement"), for the provision of dedicated law enforcement coverage within the Town's jurisdiction. In the event of any conflict in language or in purpose between this Amendment and the Agreement, exhibits, or any other previously executed documents, this Amendment shall control.

- WHEREAS** in 2018 the parties agreed to an interlocal agreement upon approval of their respective legislative bodies, for the cooperation in the provision of law enforcement services;
- WHEREAS,** the parties are committed to providing and improving efficient and effective support of the delivery of law enforcement services to the citizens within their jurisdictions;
- WHEREAS,** the purpose of this Amendment is to extend the Agreement for an additional one (1) year term;
- WHEREAS,** the current term of the Agreement shall terminate on June 30, 2022 if the parties do not agree to extend the Agreement; and
- WHEREAS,** the parties have agreed to continue to be bound by all provisions of the Agreement for the additional term:

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to amend the Agreement as follows:

1. The parties have agreed to exercise the option to extend the Agreement for an additional one (1) year term as provided in the Agreement and made a part of the Agreement. The current term of the Agreement shall continue on July 1, 2022 without interruption and shall terminate on June 30, 2023 unless otherwise terminated or extended by written agreement of the parties. The parties have the ability to extend the Agreement for one (1) additional term of one (1) year upon written agreement of the parties as provided in Section 6 of the Agreement. The option to extend shall be exercised and in the discretion of the Williamson County Mayor. To be effective, any extension must be approved by the County's Attorney and the Williamson County Sheriff and signed by the Williamson County Mayor. The Agreement may not be extended beyond June 30, 2024. In no event shall the term of the Agreement extend beyond the maximum period provided by law.
2. All extensions are subject to and conditioned on the parties' legislative bodies appropriating funds required to fulfill the obligations contained in the Agreement.
3. The person of contact for the Williamson County Sheriff's Office shall be the Sheriff and the person of contact for the Town shall be the Town Administrator. All other terms included in the Agreement which do not conflict with this Amendment shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on this the ____ day of _____, 2022.

WILLIAMSON COUNTY, TENNESSEE:

Rogers Anderson, Williamson County Mayor

Dusty Rhoades, Williamson County Sheriff

Nena Graham, Budget Director



Williamson County Attorney

TOWN OF THOMPSON'S STATION, TENNESSEE:

Signature

Title

ORDINANCE 2022-009

**AN ORDINANCE OF THE TOWN OF THOMPSON’S STATION, TENNESSEE
ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023.**

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

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

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

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

SECTION 1: That the governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2023:

	FY 2020-2021	FY 2021-2022	FY 2022-2023
General Fund Revenues	Actual	Estimated	Proposed
Local taxes	\$2,065,209	\$2,760,282	\$2,346,871
Licenses, Permits and Fees	999,566	1,254,524	1,280,700
Intergovernmental	678,288	873,956	746,000
Other Revenue	93,562	109,469	148,600
State Aid and Grants	241,546	1,111,107	200,000
Total Revenues	4,078,171	6,109,338	4,722,171
Beginning Fund Balance	7,104,995	8,619,903	10,870,236
Total Available Funds	\$11,183,166	\$14,729,241	\$15,592,407

	FY 2020-2021	FY 2021-2022	FY 2022-2023
State Street Aid Fund Revenue	Actual	Estimated	Proposed
Intergovernmental	\$180,386	\$248,660	\$217,000
Total Revenues	180,386	248,660	217,000
Beginning Fund Balance	428,255	531,597	616,005
Total Available Funds	\$608,641	\$780,257	\$833,005

	FY 2020-2021	FY 2021-2022	FY 2022-2023
Wastewater Fund Revenue	Actual	Estimated	Proposed
Wastewater Fees	\$1,303,682	\$1,709,230	\$1,897,770
Tap Fees	779,056	987,951	1,130,010
Other Revenue	4,864	877	15,000
Grants	0	974,259	1,806,581
Loan Proceeds	0	0	9,188,276
Total Revenues	2,087,602	3,672,317	14,037,637
Beginning Fund Balance	3,987,362	2,915,456	4,699,113
Total Available Funds	\$6,074,964	\$6,587,773	\$18,736,750

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

(continued on Page 3)

	FY 2020-2021	FY 2021-2022	FY 2022-2023
General Fund Expenditures	Actual	Estimated	Proposed
Government Administrative	\$1,389,576	\$911,817	\$1,098,975
Community Development	0	372,248	457,499
Streets	25,708	0	0
Public Works	0	292,052	425,758
Capital Outlay	840,059	944,940	2,493,215
Parks	13,365	27,899	50,975
Debt Service	294,555	1,310,049	120,229
Total Appropriations	2,563,263	3,859,005	4,646,651
Surplus/(Deficit)	1,514,908	2,250,333	75,520
Ending Fund Balance	\$8,619,903	\$10,870,236	\$10,945,756
Employees	13	14	15

	FY 2020-2021	FY 2021-2022	FY 2022-2023
State Street Aid Fund Exp.	Actual	Estimated	Proposed
Street Expenditures	\$77,044	\$54,252	\$126,000
Capital Improvements Streets	\$0	110,000	91,000
Total Appropriations	77,044	164,252	217,000
Surplus/(Deficit)	103,342	84,408	0
Ending Fund Balance	\$531,597	\$616,005	\$616,005

	FY 2020-2021	FY 2021-2022	FY 2022-2023
Wastewater Fund Expenses	Actual	Estimated	Proposed
Wastewater Department	\$1,230,209	\$1,323,423	\$1,777,724
Debt Service	118,218	115,081	101,851
Capital Assets/Projects	1,811,081	450,156	12,024,264
Total Appropriations	3,159,508	1,888,660	13,903,839
Surplus/(Deficit)	(1,071,906)	1,783,657	133,798
Ending Fund Balance	\$2,915,456	\$4,699,113	\$4,832,911
Employees	2	2	3

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

General Fund	\$10,870,236
State Street Aid Fund	\$ 616,005
Wastewater Fund	\$4,699,113

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

Bonded or Other Indebtedness	Debt Principal	Interest Requirements	Debt Authorized and Unissued	Principal Outstanding at June 30
Bonds	\$0	\$0	\$0	\$0
Notes	\$332,452	\$7,820	\$0	\$332,452
Capital Leases	\$0	\$0	\$0	\$0
Other Debt	\$0	\$0	\$0	\$0

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

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

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

SECTION 8: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller’s Designee for approval if the Town has notes issued pursuant to Title 9, Chapter 21, *Tennessee Code Annotated* or loan agreements with a public building authority issued pursuant to Title 12, Chapter 10, *Tennessee Code Annotated* approved by the Comptroller of the Treasury or Comptroller’s Designee within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller’s Designee in accordance with Title 9, Chapter 21, *Tennessee Code Annotated* (the “Statutes”.) If the Comptroller of the Treasury or Comptroller’s Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller’s Designee. If the Town does not have such debt outstanding, it will file this annual operating budget and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller’s Designee.

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

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

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

SECTION 12: This ordinance shall take effect July 1, 2022, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Submitted to Public Hearing on June 14, 2022 at 7:00 p.m. after publication of notice of public hearing by advertisement in the Williamson A.M. newspaper on Sunday, May 22, 2022.

Passed 1st Reading: _____

Passed 2nd Reading: _____

Town of Thompson's Station
Proposed Budget
General Fund
07/01/2022-06/30/2023

	Admin	Community Develop	Public Works	Parks	Capital Projects	Revenues	TOTAL
Revenues							
34100 Total Property Tax Revenues						413,871	413,871
34200 Total Sales Tax Revenues						2,506,000	2,506,000
34400 Total Building /Impact Fees						1,277,800	1,277,800
34500 Total Alcohol tax Revenues						143,900	143,900
34600 Total Grants						200,000	200,000
34600 Total All Other Revenues						180,600	180,600
Total Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,722,171	\$ 4,722,171
Expenditures							
43100 Total Payroll Costs	414,456	342,484	311,808				1,068,748
43200 Total Maint & Vehicles		2,000	76,500				78,500
43300 Total Professional and Legal Fees	233,500	80,000					313,500
43400 Total Operating Costs (includes IT)	309,800	33,015	37,450	50,975			431,240
43500 Total County Services	141,219						141,219
43500 Total Capital Improvement Costs					2,493,215		2,493,215
Total Expenditures	\$ 1,098,975	\$ 457,499	\$ 425,758	\$ 50,975	\$ 2,493,215	\$ 0	\$ 4,526,422

State Street Aid Fund

Revenues	
34300 Total Gas Tax Tevenues	217,000
Expenditures	
43200 Total Streets and Roads	126,000
49900 Total Capital Improvement Costs	91,000
Total Expenditures	\$ 217,000

Wastewater Fund

Income	
34090 Wastewater Fees	1,897,770
341090 Tap Fees	1,130,010
34700 All Other (Grants/Loans)	11,009,857
Total Income	14,037,637
Expenses	
43100 Payroll costs	372,149
43300 Professional Fees	277,500
43400 Operating Costs	1,128,075
43600 Interest Expense	1,248
Total Expenses	1,778,972
Depreciation Expense	599,425
Total Other Expenses	599,425

RESOLUTION NO. 2022-012
A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE THE CAPITALIZATION POLICY

WHEREAS, the Board of Mayor and Alderman for the Town of Thompson's Station recognizes the need to establish a threshold that dictates when expenditures may be capitalized in accordance with generally accepted accounting principles

WHEREAS, the Town of Thompson's Station needs to establish a different threshold for each asset class in order to maintain effective managerial control.

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

That the Board of Mayor and Alderman finds the attached Exhibit A as the Capitalization policy for the Town of Thompson's Station.

That the Board of Mayor and Alderman finds that based on that recommendation and other considerations, it is in the best interest of the Town and does approve the Capitalization Policy for the Town of Thompson's Station.

The Board of Mayor and Alderman do hereby approve and authorize the Mayor to sign the appropriate documents on behalf of the Town for that purpose.

RESOLVED AND ADOPTED this ____ day of _____ 2022.

Corey Napier , Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney



EXHIBIT A:

Capitalization Policy of Thompson's Station

The purpose of this policy is to establish a uniform capitalization policy that complies with federal and state financial reporting requirements.

Fixed assets are items of tangible property, both real and personal, having a value of \$10,000 or more and an estimated useful life of two years or more. Fixed assets are distinguishable from intangible property, such as money or securities, and consumable tangible property, such as office supplies.

Capitalization Defined

"Capital Expenditures" are defined as expenditures for the acquisition cost of capital assets (land, buildings, equipment), or expenditures to make improvements to existing capital assets that materially increase the asset's value or useful life. The acquisition cost of a capital asset includes all of the costs necessary to place the asset in service for its intended use. In general, this should include, but not necessarily be limited to, the net invoice price of the asset including the cost of any attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired. Also included in the acquisition cost are freight, transit insurance and installation charges. Management should exercise good judgment and consistent treatment with regard to what costs should be included.

For donated assets, the fair market value at the date of the gift will be used as the acquisition cost.

All capitalized assets must be owned by the Town of Thompson's Station.

Repairs and maintenance which do not materially add to the useful life of the asset or increase the asset's value should be expensed, not capitalized.

Capital Asset Classifications

1. **Land** - All purchases or donations of land will be capitalized regardless of value. The acquisition costs of Land should include the purchase price, closing costs, all costs incurred in preparing the land for its intended use and improvements to the land that have indefinite lives and are permanent in nature. Land is not depreciated.
2. **Land Improvements** - Improvements to land with limited lives such as fencing and gates, driveways, paving, parking lots, yard lighting and landscaping should be recorded as land improvements. Land improvements in excess of \$10,000 should be capitalized. Land Improvements should be recorded as a separate asset from Land.



- Buildings** - All structures used for operating purposes including all permanently attached fixtures, machinery, and other components that cannot be removed without damage, such as boilers, air conditioners, wiring, and lighting fixtures.

If a building is acquired by purchase, the capitalized cost should include the purchase price plus other expenses incurred at the time of acquisition. A purchase of both land and buildings requires that the cost be allocated between the assets.

If a building is constructed, the capitalized cost should include, but not limited to material, labor, building permit fees, title costs, architectural, engineering and legal fees.

- Building Improvements** - All alterations, renovations and repairs to existing structures in excess of \$10,000 that increase the value of the property, make it more useful, or increase its useful life. This includes additions, roof replacements, replacement of central air conditioning or heating systems or other major renovations. Work to maintain the facility in its existing condition, such as painting or repairs, should be expensed.
- Infrastructure** - long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams and lighting systems.
- Furniture and Equipment** - Any moveable, nonexpendable personal property, not permanently affixed to a building, with a life expectancy of more than one year and an acquisition cost of \$10,000 or more per single unit. A single unit is defined as a piece of equipment/ furniture that when assembled functions as a stand-alone unit. This includes capital equipment, capital furniture & fixtures, computers, and vehicles.
- Library Books and Other Materials** - Library books and other materials will be not capitalized.
- Computer Equipment** - having a useful life of two years or more and a cost of \$5,000 per unit.
- Aggregate Purchases** - When a group of fixed assets are acquired for one area/room and collectively the purchase total exceeds \$10,000, then the total of the assets purchased should be capitalized. An example is furniture and equipment purchased to furnish a new building.

If a group of like assets are acquired together and will be utilized in one capacity, then even though the individual acquisition costs are less than the threshold for capitalization, then the assets should be capitalized if the aggregate acquisition cost exceeds \$10,000. An example would be new computer equipment for a department.

- Construction in Progress** - Construction in progress should be capitalized at the end of each fiscal year. Construction in progress is not depreciated. When the construction is complete and

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

the asset placed into service, the construction in progress total is transferred to the respective asset account such as Building Improvement, and depreciation then begins in accordance with the guidelines below.

Depreciation Guidelines

All depreciable assets will be depreciated using the straight-line method, with half-year convention. The straight-line method allocates an equal amount of the net cost of the asset to each accounting period in the asset's useful life. All depreciable property will have a 0% salvage value.

The following useful lives will be used for depreciation purposes:

- Site improvements 20 years
- Building and structures 40 years
- Infrastructure 40 years
- Machinery and equipment 7 years
- Furnishings and Accessories 7 years
- Vehicles 5 years
- Computer equipment 3 years

Physical Inventory

A physical inventory of capital assets must be taken and the results reconciled with the Town's financial records at a minimum of once every two years.

At the close of the inventory process, adjusting journal entries will be done where applicable for assets which have been taken out of service, or otherwise disposed.

Disposition

Capital assets which are obsolete, worn out, or no longer meet the requirements of a department may be sold as surplus, traded-in or discarded.

In accordance with Resolution No. 2019-019

******* BID TABULATION *******

**Bridgemore Sewer
Rehabilitation Project
Town of Thompson's Station
Thompson's Station, TN**

BID: May 5th, 2022 2:00 P.M.

Bidder	Bid Total	Bid Bond Amount	Surety Company
Granite Inliner, LLC Orleans, IN	\$229,400.00	5% of Bid Amount	Everest Reinsurance Company

*indicates math error corrected

Bridgemore Sewer Rehabilitation Project Town of Thompson's Station				Granite Inliner, LLC Orleans, IN	
Item No.	Description	Estimated Qty.	Unit	Unit Price	Extended Price
1.	Mobilization	1	LS	\$12,750.00	\$12,750.00
2.	8-inch Sewer Rehab with CIPP	2,000	LF	\$37.50	\$75,000.00
3.	Service Lateral Rehabilitation				
a.	6-Inch CIPP Lateral Lining (up to 25 feet)	25	EA	\$4,700.00	\$117,500.00
b.	6-Inch CIPP Lateral Lining Beyond First 25 Feet	100	LF	\$65.00	\$6,500.00
c.	Service Lateral Reinstatement by Coning and Brushing on 8-Inch Sewer	25	EA	\$95.00	\$2,375.00
4.	Pipeline Cleaning and Inspection				
a.	Cleaning – 8-Inch Sewer	4,000	LF	\$2.00	\$8,000.00
b.	Cleaning – Heavy (add-on)	250	LF	\$7.00	\$1,750.00
c.	CCTV Pipeline Inspection – 8-Inch Sewer	1700	LF	\$3.25	\$5,525.00
BID TOTAL, ITEMS 1 THROUGH 4, INCLUSIVE, THE AMOUNT OF					\$229,400.00

*indicates math error corrected



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE REVOLVING FUND LOAN PROGRAM

STATE REVOLVING FUND LOAN
BUDGET/RE-BUDGET FORM

PROJECT # SRF 2022-470 & 469

CHECK ONE:

LEGAL NAME OF APPLICANT: Town of Thompson's Station
 ADDRESS: 1550 Thompson's Station Rd West
 CITY, STATE, ZIP: Thompons's Station, TN 37179

Clean Water
 Drinking Water

CLASSIFICATIONS OF COSTS	(1)	(2)*	(3)*=(1)+(2)*	(4)	(5)	(6)	(7)	(8)=(1)+(4)+(7) OR, IF RE-BUDGET, (8)=(3)+(6)+(7)
	CURRENT SRF BUDGET (\$)	SRF ADJUSTMENT* (\$)	REVISED SRF BUDGET* (\$)	LOCAL SHARE (\$)	LOCAL SHARE ADJUSTMENT* (\$)	REVISED LOCAL SHARE* (\$)	OTHER FUNDS (\$)	CURRENT TOTAL PROJECT COSTS (\$)
(a) Administrative & Legal Fees	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00
(b) Land Costs, Appraisals	\$0.00	\$0.00	\$0.00	\$135,600.00	\$0.00	\$135,600.00	\$0.00	\$135,600.00
(c) Planning Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(d) Design Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(e) Engineering Basic Fees	\$0.00	\$0.00	\$0.00	\$1,520,000.00	\$0.00	\$1,520,000.00	\$0.00	\$1,520,000.00
(f) Other Engineering Fees	\$0.00	\$0.00	\$0.00	\$21,800.00	\$0.00	\$21,800.00	\$0.00	\$21,800.00
(g) Project Inspection Fees	\$0.00	\$0.00	\$0.00	\$402,600.00	\$0.00	\$402,600.00	\$0.00	\$402,600.00
(h) Construction and Project Improvement Costs								
(h1)	\$12,300,000.00	\$0.00	\$12,300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,300,000.00
(h2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h7)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h8)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(i) Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(j) Miscellaneous Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(k) Contingencies	\$3,100,000.00	\$0.00	\$3,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,100,000.00
TOTALS	\$15,400,000.00	\$0.00	\$15,400,000.00	\$2,100,000.00	\$0.00	\$2,100,000.00	\$0.00	\$17,500,000.00

ENGINEER'S OR AUTHORIZED REPRESENTATIVE'S SIGNATURE _____

DATE _____

*Applicable only to budget revisions.
 **Only forms submitted with original signatures will be processed.
 NOTE: Additional columns may be added, if necessary, to accommodate additional funding agencies.
 Form Revised 8-2002



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
OFFICE OF POLICY AND PLANNING
William R. Snodgrass TN Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN 37243

TITLE VI PRE-AUDIT SURVEY

Name of entity: Town of Thompson's Station Phone number: (615) 794-4333

Type of entity. (choose one): Government/Municipality Private Business Non-Profit

Address: 1550 Thompson's Station Road West

City: Thompson's Station State: TN Zip Code: 37179 County: Williamson

The Tennessee Department of Environment and Conservation (TDEC) is a recipient of federal financial assistance. Recipients are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, which bars discrimination on the basis of race, color, or national origin by any agency receiving Federal funds. The Civil Rights Restoration Act of 1987 clarifies that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance. As a sub-recipient of TDEC, you are required to comply with Title VI and related nondiscrimination laws and regulations.

The following data is being collected for compliance with Title VI and will be used in accordance with applicable federal law. This form must be completed and returned to the TDEC program that administers your grant or loan so that your compliance efforts can be reviewed.

Complete this survey and return it along with applicable copies with your grant application.

1. What is the racial composition of the population in your geographic service area? (U.S. Census) White-90.06%; Black or African American-0.8%; American Indian-Asian-0.7%; Native Hawaiian-0.0%; Two or More Races-7.7%; Hispanic or Latino-2.9%
2. What is the racial composition of your advisory or governing board? White - 100%
3. How does your advisory or governing board ensure that its racial composition reflective of the community's population? The Board of Mayor and Alderman are elected at large.
4. Provide a copy of your agency's written policy of nondiscrimination stating that services or opportunities will be provided to all persons without regard to race, color, or national origin. If you do not have one, adopt TDEC's sample policy: <https://www.tn.gov/environment/program-areas/opsp-policy-and-sustainable-practices/opsp-title-vi-and-environmental-justice.html>, and provide the date of your adoption: 06/14/2022

5. Provide a copy of your agency's Limited English Proficiency (LEP) Plan to communicate with persons who do not speak English as their primary language or have limited ability to read, speak, write, or understand English.

If you do not have one, adopt TDEC's sample plan (hyperlink provided above) and provide the date of your adoption: 06/14/2022

6. How does your agency provide and ensure Title VI training of its staff? TDEC's online training module
-
7. Provide a copy of your Title VI training program.

If your agency does not currently have a Title VI training program, use TDEC's online training module, and retain the Certificates of Completion for each staff member: <https://tdec.tn.gov/title6/index.html>.

8. How do you advertise your projects and programs to the public? By the paper of general circulation in Williamson County
-
9. Provide a copy of your agency's procedures on reviewing Title VI complaints.

If you do not have one, use TDEC's sample procedures (hyperlink provided above in number 4) and provide the date of your adoption: 06/14/2022

10. Has a federal or state agency found you in noncompliance with civil rights requirements? Yes No
If yes, please attach a copy of the complaint and findings.

11. Has a civil rights compliance review been conducted onsite by a federal or state agency within the past two years? Yes No

Attach your Title VI policy and procedure, LEP policy and procedure, and Title VI training program.

Declaration of Respondent: I declare that I have completed the data in this survey and to the best of my knowledge and belief; it is true, correct and complete.

Compliance Officer:

Printed Name and Title: Steve Banks, Finance Director

Signature: _____

Date: 06/14/2022

Declaration of Chief Administrator or Supervising Authority: I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Sec. 39-16-702(a)(4), this declaration is made under penalty of perjury.

Chief Administrator or Supervising Authority:

Printed Name and Title: Ken McLawhon, Town Administrator

Signature: _____

Date: 06/14/2022



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
State Revolving Fund Loan Program
 William R. Snodgrass Tower, 312 Rosa L. Parks Avenue, 12th Floor
 Nashville, Tennessee 37243
STATE REVOLVING FUND LOAN APPLICATION

Section 1. Applicant Information (Authorized representative responsible for project, signs certification below and hereby makes an application for a Project Loan to fund the following described activities or tasks concerning a facility or plan (the "Project").

Legal Applicant Name: Corey Napier		Signatory's Title or Position: Mayor	
Facility Name: Town of Thompson's Station		Type of Entity: Town	
Mailing Address: 1550 Thompson's Station Road West		City: Thompson's Station	State: TN Zip:37179
Phone: 615-504-8425		E-mail: cnapier@thompsons-station.com	
UEI:YL9FCEKPWFC5	Population Served: 7,485	County(ies) Served: Williamson	

Section 2. Contact/Consultant Information (a consultant is not required)

Alternate Contact Name: Matthew Johnson			
Company: Barge Design Solutions		Title or Position: PE, Project Manager	
Mailing Address: 615 3 rd Ave. S, #700		City: Nashville	State: TN Zip: 37210
Phone: 615-252-4236		E-mail: matthew.johnson@bargedesign.com	
Phone:			

Section 3. Project Information (Check all that apply)

- Clean Water Project Green Project Reserve
 Drinking Water Project Special Project

Detailed Project Description: Green- WWTP Expansion- Secondary Treatment (Expansion of the existing WWTP from 0.47 MGD to 1.0 MGD).

The entire Project is estimated to cost:	\$18,170,000
Amount of State Revolving Fund Loan Requested:	\$5,000,000
Requested Term of Loan:	20 Years

Section 4. Project Funding Information (Completed by SRFLP Office)

Project Number: CG9 2022-469	Loan Amount:	\$5,000,000
	Loan Forgiveness Amount:	\$0
	Term of Loan in Years:	20
	Bond Buyer Index Rate and Date:	2.26% As of March 28, 2022
	ATPI:	100% (Tier 4)
	Interest Rate:	(2.26% X 100%) - (0.3%) = 1.96%

Section 5. Previous Loans (Completed by SRFLP Office)		
Program Loans:	The total amount of outstanding or applied for program loans under the Health Loan Programs of the Tennessee Local Development Authority is:	\$0
Project Loans:	The total amount of outstanding or applied for project loans and the State Revolving Fund is: (this application is excluded)	\$0

Section 6. Pledge of State-Shared Taxes or Security Deposit (Completed by SLF Office)		
Municipality:	State-Shared Taxes pledged to payment of outstanding obligations of the Local Government Unit in addition to the Program Loans and Project Loans listed above:	
	Amount of State-Shared Taxes received in prior fiscal year of the state:	\$684,003
Utility District/ Authority:	A Security Deposit will be required in an amount equal to MADS.	
	Anticipated MADS:	-0-\$

Section 7. Signature of Applicant or Signatory Authority (*Application must be signed and dated. By signing, applicant verifies that all information supplied on this application is correct to the best of his/her knowledge. This application expires 90 days from the date the loan application is sent from SRFLP to the Applicant.*)

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Signature: Corey Napier, Mayor

Date

Section 8. Signature of Department of Environment and Conservation

David W. Salyers, P.E., Commissioner

Date

TOWN OF THOMPSON'S STATION
CG9 2022-469
AUTHORIZING RESOLUTION #2022-016

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the Town of Thompson's Station is a public and governmental body in Thompson's Station (Williamson County), Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number CG9 2022-469 (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 et. seq., provide for the lending of funds in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for project loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of five million dollars (\$5,000,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the application for a Project Loan in the principal amount of five million dollars (\$5,000,000), for the purpose of funding all or a portion of the total estimated cost of the Project, which is eighteen million one hundred seventy thousand dollars (\$18,170,000), by Corey Napier, the Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Corey Napier, Mayor

**GENERAL CERTIFICATE
TOWN OF THOMPSON'S STATION
CG9 2022-469**

The undersigned, by Corey Napier, the Mayor of Town of Thompson's Station (Williamson County), Tennessee ("Local Government"), **CERTIFIES** as follows:

1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
2. The resolution or ordinance of the Local Government duly adopted on June 14, 2022, a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project for:

 the Drinking Water Revolving Loan Fund Act of 1997 ("Project") has not been amended, modified, supplemented, or rescinded since its date of adoption: or

 the Wastewater Facilities Act of 1987 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.
3. The resolution or ordinance of the Local Government duly adopted on March 9, 2021, a copy of which is attached, establishing the rate and fee structure for the wastewater system of which the Project is a part has not been amended, modified, supplemented, or rescinded since its date of adoption.
4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Corey Napier, Mayor

**REPRESENTATION OF
LOANS AND STATE-SHARED TAXES
TOWN OF THOMPSON'S STATION
CG9 2022-469**

As security for payments due under a State Revolving Fund (SRF) Loan Agreement, a local government pledges user fees, charges, and ad valorem taxes as necessary to meet its obligations under a SRF Loan Agreement. As an additional security for such payments due, a local government pledges and assigns its unobligated state-shared taxes (SSTs) in an amount equal to maximum annual debt service (MADS) requirements.

1. State-Shared Taxes

The total amount of SSTs, as identified pursuant to Tenn. Code Ann. § 4-31-105(c)(2), received by the local government in the prior fiscal year of the State is \$684,003.

2. Prior Obligations

(a.) Prior SRF loans which have been funded or approved for which the Local Government has pledged its SSTs are as follows:

Loan Type	Loan #	Base Loan*	Principal Forgiveness*	MADS**
SRF/Sewer				

* If applicable, the original approved amount is adjusted for decreases and approved increases

**MADS is an estimate until final expenses have been determined

The total MADS from section 2(a.) having a lien on SSTs is \$0.

(b.) Other prior obligations which have been funded or approved for which the local government has pledged its SSTs are as follows:

Type of Obligation	Identifying #	Loan Amount	Principal Forgiveness	MADS
QZAB/QSCB				
TLDA/Public Health				
TLDA/Transportation				

The total MADS from section 2(b.) having a lien on SSTs is \$0.

(c.) The total MADS from prior obligations having a lien on SSTs [subsections 2(a)+2(b)] is \$0.

3. Loan Requests

The loan(s) which have been applied for and for which state-shared taxes will be pledged:

Loan Type	Loan #	Anticipated Interest Rate	Base Loan	Principal Forgiveness	Anticipated MADS
SRF/Sewer	CG9 2022-469	1.96%	\$5,000,000	\$0	\$302,395
SRF/Sewer	SRF 2022-470	2.26%	\$10,400,000	\$0	\$646,824

The anticipated total maximum annual pledge of state-shared taxes pursuant to loan request(s) is \$949,219.

4. Unobligated SSTs

The amount set forth in section (1) less the total amounts set forth in sections 2 and 3 is \$-265,216.

The Local government hereby represents the information presented above is accurate and understands that funding for the loan request(s) presented is contingent upon approval by the TLDA.

Duly signed by an authorized representative of the Local Government on this 14 day of June, 2022.

This is the Comptroller's certificate as required by TCA 4-31-108.

LOCAL GOVERNMENT

BY: _____
Corey Napier, Mayor

REQUIREMENT FOR REPORT ON DEBT OBLIGATION
(FORM CT-0253)
TOWN OF THOMPSON'S STATION
CG9 2022-469

Pursuant to Tenn. Code Ann. § 9-21-134, a Report on Debt Obligation (the "Report") must be prepared for all debt obligations issued or entered into by any public entity and filed with its governing body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee. The purpose of the Report is to provide clear and concise information to members of the governing or legislative body that authorized and is responsible for the debt issued.

Public entities that fail to comply with the requirements of Tenn. Code Ann. § 9-21-134 are not permitted to enter into any further debt obligations until they have complied with the law. A State Revolving Fund (SRF) loan program applicant that is not in compliance with this law should file the Report as soon as possible and provide notification of filing to the SRF loan program so that it may proceed with the loan application. Instructions on how to file the Report are located in the "Debt" category for "Local Finance" on the website of the Tennessee Comptroller of the Treasury.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

The applicant, Town of Thompson's Station, attests that it is in compliance with Tenn. Code Ann. § 9-21-134 for its debt obligations and understands that the Report is required to be filed once the SRF loan has been approved by the Tennessee Local Development Authority and the agreement has been executed by the borrower. The applicant further acknowledges that it may be responsible to perform continuing disclosure undertakings related to SEC Rule 15c2-12. Local governments should always consult bond counsel in order to obtain advice on appropriate disclosures related to this rule.

Corey Napier, Mayor

Date

**STATE REVOLVING FUND PROJECT LOAN AGREEMENT
TOWN OF THOMPSON'S STATION
CG9 2022-469**

This Loan Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the Town of Thompson's Station (Williamson County) (the "Local Government"), which is a Tennessee governmental entity authorized to own operate and manage water and/or wastewater facilities. The purpose of this Loan Agreement is to provide the financing of all or a portion of a wastewater facility by the Local Government. The Local Government applied for financing on December 8, 2020 which is hereby incorporated into this Loan Agreement.

1) DEFINITIONS.

Unless the context in this Loan Agreement indicates another meaning, the following terms shall have the following meaning:

- a) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with Tenn. Code Ann. §§ 68-221-1004(a) and 68-221-1204(a), both as amended;
- b) **"Agreement"** means this Loan Agreement providing financing for the Project from the Fund;
- c) **"Facility"** means either a wastewater facility or a water system;
- d) **"Fund"** means:
 - i) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, Tenn. Code Ann. §§ 68-221-1001 to -1015, as amended, and rules and regulations promulgated thereunder; or
 - ii) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder;
- e) **"Initiation of Operation"** means the date when all, but minor components of the Project have been built, all treatment equipment is operational, and the Project is capable of functioning as designed and constructed;
- f) **"Local Government"** means the governmental entity borrowing under this Loan Agreement described in (1) Tenn. Code Ann. § 68-221-1003(7), as amended, if a wastewater facility and (2) Tenn. Code Ann. § 68-221-1203(6), as amended, if a water system;
- g) **"Obligations"** means bonds, notes and any other evidence of indebtedness lawfully issued or assumed by the Local Government;
- h) **"Period of Performance"** allows for the payment of expenses if they incurred during the time period stated in the contract; and if the loan recipient received prior approval from the

program in writing to include the cost listing in the request for reimbursement, then it would be acceptable to pay.

- i) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Local Government to be financed pursuant to this Loan Agreement;
- j) **"Project Cost"** means the total amount of funds necessary to complete the Project;
- k) **"Project Loan"** means the funds loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Loan Agreement;
- l) **"Revenues"** means all fees, rents, tolls, rates, rentals, interest earnings, or other charges received or receivable by the Local Government from the water or wastewater system which is the Project, or of which the Project is or will be a component, including any revenues derived or to be derived by the Local Government from a lease, agreement or contract with any other local government, local government instrumentality, the state, or a state or federal agency for the use of or in connection with the system, or all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the Local Government from the operation of the system or arising from the system;
- m) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- n) **"State-Shared Taxes"** has the meaning established by Tenn. Code Ann. Section 4-31-102, as amended; and
- o) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2) PROJECT.

a) **Description.**

The description of the Project is as described in the application submitted by the Local Government.

b) **Funding Sources.**

The Local Government estimates the total Project Cost to be (\$ 18,170,000) which is expected to be funded as follows:

Project Loan	\$ 5,000,000
Principal Forgiveness	\$0
Local Funds	\$ 2,770,000
Other Funds (SRF 2022-470)	<u>\$10,400,000</u>
 TOTAL	 <u><u>\$18,170,000</u></u>

c) **Type of Project. (Please check one)**

- i) Planning. (Project schedule is required)
The following project schedule is established:
 - (1) Submission of facilities plans on or before N/A.
- ii) Planning and Design. (Project schedule is required)
The following project schedule is established:
 - (1) Submission of facilities plans on or before -N/A.
 - (2) Submission of engineering plans and specifications on or before N/A.
- iii) Planning, Design, and Construction. (A project schedule is required)
The following project schedule is established:
 - i) Submission of engineering plans and specifications on or before December 31, 2021
 - ii) Start construction on or before January 20, 2023
 - iii) Initiate operation on or before July 31, 2024
 - iv) Complete construction on or before September 30, 2024

The Department's State Revolving Fund Loan Program may amend the project schedule above upon written request and for good cause shown.

The written request to amend the project schedule above should be submitted to the Department within 60 days prior to the end date of the milestones established above. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule.

Failure to adhere to the project schedule established above or secure an amended project schedule from the State Revolving Fund Loan Program, will constitute a breach of contract, and may result in loss of principal forgiveness, loss of interest rate reduction or both.

The State Revolving Fund Loan Program may take other such actions as may be necessary relative to breach of contract against a borrower that fails to carry out its obligations under Tenn. Comp. R. & Regs. Chapter 0400-46-06 and this loan agreement up to and including cancellation of loan funding.

d) **Land Ownership, Easement, and Right-of-Ways.**

Land Acquisition.

- (1) Owner of a dwelling. The term owner of a dwelling means a person who is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property:(i) Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition per 40 CFR 24(20).
- (2) Additionally, the borrower must own easements and/or land, or have taken condemnation proceedings needed to construct the project before plans and

specifications for a construction loan will be approved by the Department as per State Rule 0400-46-06-.06.

- (3) By checking this box, the Local Government certifies that all property, easements, and rights-of-way necessary to construct the Project is owned or, in the case of right-of-way, is permitted for use by the Local Government.
- (4) By checking this box, the Local Government certifies that it has acquired or has entered into condemnation proceedings for all real property including easements and rights-of-way that are or will be required for the construction (erection, extension, modification, addition), operation, and maintenance of the entire wastewater treatment works funded under this Project.

3) PROJECT FILES.

The State of Tennessee and/or the United States Environmental Protection Agency shall have access to the official project files and job site.

4) FISCAL SUSTAINABILITY PLAN (FSP) REQUIREMENTS. (CLEAN WATER PROJECTS ONLY)

The Local Government will comply with the Fiscal Sustainability Plan (FSP) requirements set out in the Clean Water Act section 603(d)(1)(E) by developing and implementing an FSP that includes:

- a) an inventory of critical assets that are a part of the treatment works;
- b) an evaluation of the condition and performance of inventoried assets or asset groupings;
- c) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
- d) a plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities; or
- e) a certification that the recipient has developed and implemented a plan that meets the requirements under Type of Project.

5) LOAN.

a) Loan and use of proceeds.

The State shall lend to the Local Government from funds available in the Fund an aggregate principal amount not to exceed \$5,000,000 to bear interest as described in (b) below. The Project Loan shall be used by the Local Government for completion of the Project and in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Loan Agreement. Interest on the Project loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 of this Loan Agreement.

b) **Interest rate.**

The rate of interest for this Project Loan is 1.96%, which is the rate established by the Authority at the meeting at which this Project Loan is approved and stated on the payment schedule which is incorporated into and attached to this Loan Agreement.

c) **Administrative fee.**

The Authority shall collect a fee equal to eight basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

d) **Payment schedule.**

The Local Government expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Loan Agreement.

6) REPAYMENT OF PROJECT LOAN.

a) **Payments.**

i) The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Loan Agreement. The payment schedule will require payments of interest to begin after the first disbursement pursuant to Section 6 of this Loan Agreement. The payment schedule will require repayments of principal to begin the earlier of:

(1) Within ninety (90) days after Initiation of Operation of the Project for construction loans or within two (2) years of loan approval for planning and design loans; or

(2) Within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed.

ii) Notwithstanding Section 5(a)(i)(1), the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project.

b) **Reduction.**

i) The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available; or

(2) The amount actually disbursed by the State to the Local Government pursuant to the Loan Agreement as the Project Loan.

ii) If any of the conditions set out in Section (b)(i)(1) or (b)(i)(2) occur, a new payment schedule reflecting such changes shall be submitted to the Local Government to be attached to this

Loan Agreement, superseding any previous schedules.

c) **Prepayment.**

The Local Government, at its option, may prepay all or any portion of the Project Loan.

d) **Principal Forgiven.**

A portion of the original principal amount of the Project loan may be forgiven by the State. The principal forgiven shall be zero percent 0% of the original principal amount of the project loan, or if the full original amount of the Project loan is not used, then zero percent 0% of the amount of the project loan actually disbursed. Notwithstanding Section 4 no interest shall accrue on the amount of principal forgiven pursuant to this Section 5(d).

7) DISBURSEMENT OF PROJECT LOAN.

a) **Payment Methodology.**

The Local Government shall receive disbursements of the Project Loan only for actual, reasonable, and necessary costs based upon the current approved Project Budget, not to exceed the Project Loan amount listed in Section 4(a). Upon progress toward the completion of the Project, as described in Section 4 of the Project Loan Application, the Local Government shall submit disbursement requests, including invoices and supporting documents of actual expenditures, prior to any reimbursement of allowable costs.

b) **Disbursement Requirements.**

The Local Government shall request disbursement from the State no more often than monthly with all necessary supporting documentation. Each disbursement request shall be sent to the contact indicated in Section 27 and shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i) Addressed to:

Department of Environment and Conservation
State Revolving Fund Loan Program
William R. Snodgrass Tower, 312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243

ii) Via Email: SRF.Payments@tn.gov

iii) Reference Number (assigned by the Local Government).

iv) Date.

v) Period to which the disbursement request is applicable.

vi) Project Loan Number (assigned by the Department).

vii) Local Government Name.

- viii) Local Government Tennessee Edison Registration ID Number Referenced in Preamble of this Loan Agreement.
 - ix) Local Government Remittance Address.
 - x) Local Government Contact for Invoice Questions (name, phone, or fax).
 - xi) Itemization of Disbursement Requested for the Disbursement Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount disbursed by Project Budget line-item to date.
 - iii. The total amount disbursed under the Project Loan to date.
 - iv. The total amount requested (all line-items) for the Disbursement Period.
- c) **The Local Government understands and agrees to all of the following:**
- i) A disbursement request under this Loan Agreement shall include only requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Loan Agreement and shall be subject to the Project Budget and any other provision of this Loan Agreement relating to allowable disbursements.
 - ii) A disbursement request under this Loan Agreement shall not include any request for future expenditures.
 - iii) The period of performance for a disbursement request (§200.77) means the time during which the Local Government may incur new obligations to carry out the work authorized under the Loan Agreement. The Local Government must include start and end dates of the period of performance in the Loan Agreement.
 - iv) The Local Government agrees that any pre-award costs (§200.458), which are costs incurred prior to the effective date of the Loan Agreement directly pursuant to the negotiation and in anticipation of the Loan Agreement where such costs necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of Loan Agreement and **only** with the prior written approval of the State. If charged to the Loan Agreement, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity.
 - v) **Planning Loans Only**
 - (1) The maximum allowable disbursement is 80% of the loan until the Facilities Plan is **received** by SRF.
 - (2) The maximum allowable disbursement is 90% of the loan until the Facilities Plan is **approved** by SRF.
 - vi) **Planning and Design Loans Only**

- (1) The maximum allowable disbursement is 80% of the planning fees until the Facilities Plan is **received** by SRF.
- (2) The maximum allowable disbursement is 90% of the planning fees until the Facilities Plan is **approved** SRF.
- (3) The maximum allowable disbursement is 80% of the Design Loan or design fees until plans and specifications are **received** by SRF.
- (4) The maximum allowable disbursement is 90% of the Design Loan until plans and specifications are **approved** by SRF.

d) **Budget Line-items.**

Expenditures and disbursements under this Loan Agreement shall adhere to the Project Budget. Any increases or decreases within the Project Budget's grand total amounts shall require the Local Government to submit a request to amend the Project Budget and receive approval from the Department.

e) **Travel Compensation.**

Disbursement to the Local Government for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Project Budget funding for said disbursement.

f) **Procurement.**

If other terms of this Loan Agreement allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Local Government shall maintain documentation for the basis of each procurement for which a disbursement is made pursuant to this Loan Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Local Government is a sub-recipient, the Local Government shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

g) **Retainage.**

- i) All construction contracts for the Project may provide for the withholding of retainage; provided, however, that the retainage amount may not exceed five percent (5%) of the amount of the contract.
- ii) Proof of retainage deposits must be submitted with each disbursement request. In the instance of the first payment, documented proof of the retainage account must be submitted. Subsequent payments the Local Government must provide proof that retainage was deposited into the established retainage bank account. Upon the final payment requested from the Local Government, the Local Government will provide proof the all retainage is paid to its contractors.
- iii) The Local Government shall release and pay all retainages for work completed pursuant to the terms of any contract to the prime contractor within 90 days after completion of

the work or within 90 days after substantial completion of the project for work completed, whichever occurs first. As used in this subsection, work completed shall mean the completion of the scope of the work and all terms and conditions covered by the contract under which the retainage is being held. The prime contractor shall pay all retainages due to any subcontractor within 10 days after receipt of the retainages from the owner. Any subcontractor receiving the retainage from the prime contractor shall pay to any sub-subcontractor or material supplier all retainages due the sub-subcontractor or material supplier within 10 days after receipt of the retainages.

- iv) Any default in the making of the payments shall be subject to those remedies provided in this Loan Agreement.

- v) In the event that the Local Government or its prime contractor withholds retainage that is for the use and benefit of the prime contractor or its subcontractors pursuant to Tenn. Code Ann. § 66-34-104(a) and (b), neither the prime contractor nor any of its subcontractors shall be required to deposit additional retained funds into an escrow account in accordance with Tenn. Code Ann. § 66-34-104(a) and (b).

- vi)
 - (1) It is an offense for a person, firm, or corporation to fail to comply with Tenn. Code Ann. §66-34-104(a).
 - (2) A violation of this subsection (e) is a Class A misdemeanor, subject to a fine of three thousand dollars (\$3,000).
 - (3) Each day a person, firm or corporation fails to comply with subsection (a) or (b) or Tenn. Code Ann. § 66-34-104(a) is a separate violation of this subsection (e).
 - (4) Until the violation of this subsection (e) is remediated by compliance, the punishment for each violation shall be consecutive to all other such violations.
 - (5) In addition to the fine imposed pursuant to subdivisions (e)(2)(A) and (B), the court shall order restitution be made to the owner of the retained funds. In determining the appropriate amount of restitution, the formula stated in Tenn. Code Ann. § 40-35-304 shall be used.

h) Request for Disbursement as Certification.

Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

i) Payment Certification.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. The

amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

j) **90% of the Project Loan.**

No more than 90% of the Project Loan shall be paid to the Local Government prior to the time:

- (1) the construction of the Project has been completed;
- (2) the facilities constituting the Project are, in the opinion of the Department, in proper operation; and
- (3) the Project has been approved by the Department. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

8) ADDITIONAL FUNDING REQUEST.

a) **Increase in Project Loan.**

If the final Project Cost is greater than estimated in Section 2(b), then the Project Loan may be increased by an amendment executed by the parties to this Loan Agreement if the following conditions are fulfilled:

- i) Amounts in the Fund are authorized and available for such increase;
- ii) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
- iii) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Local Government

b) **Loan Number and Interest Rate.**

A companion or supplemental loan will be issued with an new loan number and the current interest rate will be applied.

c) **Other Amendments and Modifications.**

Any other amendment or modification of this Loan Agreement must first be approved by the Authority and must be in writing executed by the parties to this Loan Agreement.

9) NOTIFICATION OF DEFAULT OR DELAY OF PROJECT PERFORMANCE.

The Local Government shall provide written notice to the Department within 30 days of becoming aware of any event that prevents or causes the default or delay in the performance of its obligations under this Loan Agreement. The written notice should describe in reasonable detail the nature of the default or delay and any efforts, workaround plans, alternative sources, or other means being conducted to resume performance. If the Local Government's failure to perform is longer than 180 days, the Department may, upon notice to Local Government: (a) cancel principal forgiveness; or (b) cancel the loan funding, in whole or in part, and place the loan in repayment. The Local Government may reapply for another SRF loan once a resolution is reached by the Local Government and the Department.

10) TERMINATION FOR CONVENIENCE.

The State may terminate this Project Loan without cause for any reason. A termination for convenience shall not be a breach of this Loan Agreement. The State shall give the Local Government at least thirty (30) days written notice before the effective termination date. The Local Government shall be entitled to disbursement of loan funds for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Local Government for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Local Government shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State its exercise of its right to terminate for convenience.

11) TERMINATION FOR CAUSE.

If the Local Government fails to properly perform its obligations under this Project Loan, or if the Local Government violates any terms of this Project Loan, the State shall have the right to immediately terminate this Project Loan and withhold payments in excess of fair disbursements for completed services. Notwithstanding the exercise of the State's right to terminate this Project Loan for cause, the Local Government shall not be relieved of liability to the State and Department for damages sustained by virtue of any breach of this Project Loan by the Local Government.

12) REPRESENTATIONS AND PLEDGES OF LOCAL GOVERNMENT.

The Local Government hereby represents, agrees, and covenants with the State as follows:

- a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, rules, regulations, procedural guidelines, and grant conditions;
- b) To comply with:
 - i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and
 - ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" adopted on September 21, 2016, with any amendments made as of the date of execution of the Project Loan Agreement, the terms, and conditions of which are adopted by reference as if fully set forth herein;
- c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;
- d) To provide for the Local Government's share of the cost of the Project;
- e) To comply with applicable federal requirements including the laws and executive orders listed on Attachment A to this Loan Agreement;

- f) To advise the Department before applying for federal or other state assistance for the Project;
- g) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;
- h) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;
- i) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;
- j) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- k) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;
- l) The Local Government is subject to the jurisdiction of the Water and Wastewater Financing Board ("WWFB") established in Tenn. Code Ann. § 68-221-1008 or of the Utility Management Review Board ("UMRB") created in Tenn. Code Ann. § 7-82-701 as provided by law. If the Authority, in its sole discretion, determines that the Local Government's obligations under this Loan Agreement have been or may be impaired, the Authority may refer the Local Government to the WWFB or UMRB (each a "Board") as appropriate. In the event of default under this Loan Agreement, the Authority shall refer the Local Government to the Board having jurisdiction over the entity. In such event, the Local Government covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Local Government to fulfill its obligations to the Authority under this Loan Agreement. The Local Government agrees to supply the Board with any information that the Board may request in connection with its analysis of the Local Government's system. The Local Government agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Local Government to fulfill its obligations to the Authority under this Loan Agreement.

Towns, Cities, and Counties.

- m) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Loan Agreement;
- n) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Loan Agreement;
- o) To receive the approval of the Authority prior to pledging or encumbering the Local Government's State-Shared Taxes; and

Utility Districts & Commissions.

- p) To establish and collect, and to increase user fees and charges sufficient to meet a 1.20X debt service coverage to net revenues. Net revenues are gross earnings, fees and charges, less current expenses. Current expenses are those incurred in the operation of the system, determined in accordance with generally accepted accounting principles ("GAAP"), including the reasonable and necessary costs of operating, maintaining, repairing, and insuring the system, salaries, wages, cost of material and supplies, and insurance premiums, but shall specifically exclude depreciation and debt service payments;
- q) No additional debt payable from Revenues will be issued or entered into unless:
 - i) Prior approval is received from the Authority;
 - ii) The annual audit required by the terms of this Loan Agreement for the most recent fiscal year has been delivered within six (6) months after the end of such fiscal year;
 - iii) The covenant this Loan Agreement is met for the most recent fiscal year;
 - iv) The net revenues of the system for the next three fiscal years ending after the issuance of the additional debt will be sufficient to comply with the covenant in this Loan Agreement; and
 - v) The Local Government has adopted a revised schedule of rates and fees and taken action to put such revisions in effect at or prior to the issuance of the additional debt.

13) SECURITY AND DEFAULT.

- a) **Towns, Cities, and Counties.** As security for payments due under this Loan Agreement, the Local Government pledges users' fees, and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Local Government further pledges such other additional

available sources of Revenues as are necessary to meet the obligations of the Local Government under this Loan Agreement.

As further security for payments due under this Loan Agreement, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Loan Agreement. If the Local Government fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within five days of such failure and the Authority shall suspend making disbursements as provided in Section 6 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Loan Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Loan Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Loan Agreement.

If the Local Government breaches any other provision of this Loan Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of such breach. The Local Government's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Loan Agreement.

- b) **Utility Districts and Commissions.** As security for payments due under this Loan Agreement, the Local Government pledges user fees and charges, and covenants and agrees that it shall increase such fees and charges as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Loan Agreement.

Prior to the first disbursement of funds under this Loan Agreement, the Local Government will deposit with the Authority an amount of funds equal to the maximum annual debt service (the "security deposit"). The amount of the security deposit will be adjusted to reflect adjustments in the payment schedule. The Authority will credit the Local Government with interest earnings on the security deposit on at least an annual basis pursuant to policy of the Authority.

As further security for payments due under this Loan Agreement, the Local Government pledges, and assigns, subject to the provisions herein, any funds due to the Local Government from the State.

If the Local Government fails either to fully fund the security deposit as provided above or to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail written notice of such failure to the Local Government within seven days of such failure and the Authority shall suspend making disbursements as provided in Section 6 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 15 days of the receipt of such notice, such failure shall constitute an event of default under this Loan Agreement, and in addition, the Authority shall apply from the security deposit only the funds necessary to liquidate the amount of the delinquency of the Local Government to the Authority as of that date. If the funds deposited in the security deposit are not sufficient to cure the delinquency, the Authority shall notify the Commissioner of Finance and Administration, and the Commissioner shall withhold such amount from any funds otherwise due to the Local Government from the State and pay such amount to the Authority for deposit into the Fund. The Local Government acknowledges that it has no claim on such funds withheld or paid over as permitted under this Loan Agreement. The Local Government shall replenish the security deposit within 60 days from any withdrawal of funds from that account by the Authority to liquidate the delinquency as provided above. Failure to replenish the security deposit within 60 days shall constitute an event of default under this Loan Agreement.

If the Local Government breaches any other provision of the Loan Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of the breach. The Local Government's failure to cure any breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Loan Agreement.

- c) **Applicable to ALL.** Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies. The Local Government shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Loan Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

14) CONDITIONS PRECEDENT.

This Loan Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:

- a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Loan Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- b) An opinion of the attorney or special counsel to the Local Government stating:
 - i) The Local Government has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement;

- ii) This Loan Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;
 - iii) This Loan Agreement is not in conflict in any material way with any contracts, resolutions, or ordinances of the Local Government; and
 - iv) There is no litigation materially adversely affecting this Loan Agreement or the financial condition of the Local Government;
- c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government, as set forth in Paragraph 11(k) above;
 - d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project;
 - e) If the Local Government is a **Utility District or Commission** and the Project for the expansion of a wastewater facility rather than remedial (correction of public health problem), the Local Government shall submit written evidence of consent to the expansion by the relevant governing bodies;
 - f) If the Local Government is a **Town, City, or County**, a representation of the Local Government as to loans and State-Shared Taxes.

15) NONDISCRIMINATION.

The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Project Loan or in the employment practices of the Local Government on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16) PUBLIC NOTICE.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Local Government in relation to this Project Loan shall include the statement, "This project is funded by the Tennessee State Revolving Loan Program." All notices by the Local Government in relation to this Project Loan shall be approved by the State.

17) RECORDS.

The Local Government and any approved subcontractor shall maintain documentation for all charges under this Project Loan. The books, records, and documents of the Local Government, insofar as they relate to work performed or money received under this Project Loan, shall be

maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

- a) The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- b) In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Local Government shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- c) The Local Government shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Local Government shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- d) Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

18) LICENSURE.

Any person performing work funded through this Loan Agreement shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

19) AUDIT REPORT.

- a) The Local Government shall be audited in accordance with applicable Tennessee law.
- b) The Local Government will comply with the following 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- c) The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.
- d) The funding for this Project Loan is:
CFDA Title: Capitalization Grants for Clean Water State Revolving Funds CFDA#: 66.458
Research and Development Award: Number

Grant Number: CS47000121

Federal Awarding Agency: Environmental Protection Agency

- e) Confirmations of funds disbursed can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Local Government Audit's Website at <https://comptroller.tn.gov/>. Any questions regarding sources of funds should be directed to the Department.
- f) At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), loan(s), and amount(s).
- i) 2 C.F.R. Part 200.501, 200.505, 200.512 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2 C.F.R. § 200.501 states, "A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part."

2 C.F.R. § 200.512 states, "(1) The audit must be completed, and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day."

2 C.F.R. § 200.505 states, "In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in § 200.338 Remedies for noncompliance."

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

20) DAVIS-BACON ACT.

The Davis-Bacon Act, 46 Stat. 1494 (Pub. Law 71-800), and Related acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The Davis-Bacon Act (DBA) and Related Acts require contractors and subcontractors to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The prevailing Davis-Bacon Act wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of

pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The Local Government will comply with the following:

- a) The Local Government must adhere to the most current Wage Rate (Davis-Bacon Act) applicable to the project.
- b) The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
- c) The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
- d) The wage rate information can be obtained at www.wdol.gov/.

21) AMERICAN IRON AND STEEL.

The American Iron and Steel (AIS) provision requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States. This requirement applies to projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Clean Water Act (CWA) includes permanent requirements for the use of AIS in CWSRF projects. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act of FY 2014. As such, all CWSRF projects must comply with Section 608 of the CWA for implementation of the permanent AIS requirements. Therefore, all guidance's adopted for FY 2014 apply for the permanent AIS requirements for the CWSRF. The AIS provision is a permanent requirement for CWSRF treatment works projects. The America's Water Infrastructure Act of 2018 amended the Safe Drinking Water Act to extend the AIS provision for DWSRF projects through Fiscal Year 2023.

Waiver. Each Local Government that receives CWSRF and/or DWSRF water infrastructure financial assistance is required to use American made iron and steel products in the construction of its project. However, if the recipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by EPA, the AIS requirement must be adhered to as described in the Act.

EPA's implementation memorandum on AIS requirements includes specific instructions for communities interested in applying for a waiver.

How to Request a Waiver

General Steps:

- a) Community prepares the waiver request and submits it to the State SRF. The request should include project specifications for the product.
- b) State SRF reviews and submits the request to EPA.

- c) EPA posts the waiver request for public comment for 15 days (see the Waiver Requests Received by EPA tab).
- d) EPA provides a response and posts it on the website.

22) DISADVANTAGED BUSINESS ENTERPRISE (MBE)/WOMEN'S BUSINESS ENTERPRISE (WBE)

In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in sub-agreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment.

Pursuant to 40 C.F.R. § 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure Disadvantaged Business Enterprises (DBE) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and local Government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e).

23) TITLE VI COMPLIANCE.

Local Government shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:

- a) Provide name and contact information of Local Government's Title VI Coordinator to State.
- b) Ensure Policies and Procedures Manual contains a Title VI section with information on:
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and
(g) Retaliation.
- c) Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d) Annually complete and submit a Title VI self-survey as supplied by Department.
- e) Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.
- f) Additional Title VI resources may be found at: [Title VI Compliance Program Website](#).

24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

This Project Loan requires the Local Government to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable FFATA requirements are met and that the Local Government provides information to the State as required.

25) DATA UNIVERSAL NUMBERING SYSTEM (DUNS).

The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Project Loan. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/> or the Local Government has obtained a UEI No. YL9FCEKPWFC5.

26) GOVERNING LAW.

This Loan Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Loan Agreement. The Local Government acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Loan Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. Title 9, Chapter 8.

27) SEVERABILITY.

In the event any covenant, condition or provision of this Loan Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions, or provisions hereof.

28) NOTICES COMMUNICATIONS AND CONTACTS.

All instructions, notices, consents, demands, or other communications required or contemplated by this Project Loan shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below: Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Rep. John Lewis Way N.
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Local Government: Town of Thompson’s Station
1550 Thompson’s Station Road West
Thompson’s Station, Tennessee 37179
ATTN: Corey Napier, Mayor

29) SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Loan Agreement.

30) EFFECTIVE DATE.

The effective date of this Loan Agreement shall be the date on which the Authority approves this Loan Agreement as by the signature.

IN WITNESS WHEREOF, the parties to this Loan Agreement have caused the Loan Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: Town of Thompson's Station
(Town)

Name: _____

Signature: _____
Mayor Corey Napier

Signature: _____

Date: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

APPROVED AS TO FUNDING:

COMMISSIONER, DEPARTMENT OF ENVIRONMENT AND CONSERVATION

COMMISSIONER OF FINANCE AND ADMINISTRATION

Signature: _____
David W. Salyers, P.E., Commissioner

Signature: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION
OFFICE OF GENERAL COUNSEL**

Signature: _____

Date: _____



REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

ATTORNEYS AT LAW | RPRVLAW.COM

STANLEY Q. REYNOLDS
TIMOTHY V. POTTER**
BRIAN RAGAN
KIRK VANDIVORT*
HILARY H. DUKE
ANDREW E. MILLS
JENNIFER FOSTER

210 E. COLLEGE STREET
DICKSON, TENNESSEE 37055
TELEPHONE: 615.446.2221
FACSIMILE: 615.446.2232

*RULE 31 LISTED MEDIATOR - FAMILY

** RULE 31 LISTED MEDIATOR - GENERAL CIVIL

June 14, 2022

OF COUNSEL:
LISA LITTLETON HOLLEY

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

**RE: Town of Thompson's Station (Williamson County), Tennessee
CG9 2022-469
WWTP Expansion-Secondary Treatment Project**

Dear Madam/Sir:

I am the Town Attorney for Town of Thompson's Station (Williamson County), Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$5,000,000.

Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the Town of Thompson's Station furnish you with my opinion as to certain matters. It is my opinion that:

1. The Town of Thompson's Station, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the Town of Thompson's Station, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the Town of Thompson's Station, Tennessee, municipality; and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the Town of Thompson's Station, Tennessee, a municipality.

Sincerely,
REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

Kirk Vandivort



June 14, 2022

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: Town of Thompson's Station (Williamson County), Tennessee
CG9 2022-469
WWTP Expansion-Secondary Treatment Project

Dear Madam/Sir:

We are the consulting engineers for the Town of Thompson's Station, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$5,000,000 to finance the above referenced project, you have requested that the Town of Thompson's Station furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the Town of Thompson's Station, Tennessee are sufficient based on a Rate Study dated June 12, 2021 to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated Project costs are reasonable; and
3. The estimated completion date of the Project will be September 30, 2024.

Sincerely,

Matthew Johnson, PE, Project Manager

Barge Design Solutions, Inc.

ATTACHMENT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Environmental Justice, Executive Order 12898, 59 Fed. Reg. 7629 (1994), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management) and as further amended by Executive Order 13690, 80 FR 6425 (2015), as amended.

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

Fish and Wildlife Coordination Act, (Pub. L. 85-624, 16 U.S.C. § 661 et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972, (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

Water Resources Reform and Development Act (WRRDA), (Pub. L. 113-121).

America's Water Infrastructure Act of 2018 (AWIA), (Pub. L. 115-270).

Archeological and Historic Preservation Act of 1974, (Pub. L. 86-523, 16 U.S.C. 469-469c), as amended

Improper Payment Elimination and Recovery Act of 2010, (31 U.S.C. § 3321 et seq.).

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Inter-governmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Procurement Prohibitions under Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Kickbacks from Public Works Employees Prohibited, 18 U.S.C. § 874.

Requirements for Public Work Contractors to Comply with U.S. Dept. of Labor Regulations (Pub. L. 103-322, Title XXXIII, § 330016(1)(K), 40 U.S.C. § 3145), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L 114-181, 29 U.S.C. § 621, et seq.), as amended.

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Equal Employment Opportunity, Executive Order 11246 [30 Fed. Reg. 12319, 12935 (1965)].

Executive Order 11375 (32 Fed. Reg. 14303 (1967)), and Executive Order 13672 (79 Fed. Reg. 42971 (2014)).

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

ORDINANCE NO. 2021-005

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND ORDINANCE NOS. 07-016 AND 10-007 AND TITLE 18, CHAPTER 2 OF THE
THOMPSON'S STATION'S MUNICIPAL CODE REGARDING WASTEWATER SYSTEM
USER RATES**

WHEREAS, the Utility Board and Town Staff for the Town of Thompson's Station is recommending based on a report from the Municipal Technical Assistant Services (MTAS) an amendment to certain provisions of the Town's Ordinance Nos. 07-016 and 10-007 and Subsection 18-203 of Title 18, Chapter 2 of the Municipal Code for the Town of Thompson's Station, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of amendments to Ordinance Nos. 07-016 and 10-007 and Subsection 18-203 of Title 18, Chapter 2 as proposed herein to remove the maximum monthly residential sewer fee of user rate of \$55.00.

WHEREAS, the Board of Mayor and Alderman understand there exist growth in the population of the Town, and further, understand the occurrence of expansion of development to accommodate that growth in population, and further recognize a greater demand for wastewater treatment needs as a result of the growth and expansion; and

WHEREAS, the Board of Mayor and Alderman further have for consideration an increase of wastewater user rates to a base rate of \$29.00 and a uniform cost per gallon of 1,000 gallons of sewer set at \$8.10, effective starting July 1, 2022. Additionally, there would be a bi-annual review starting on or about January 1, 2023, for the purpose of consideration of the need for a rate increase based on the evaluation of the operational expense and associated cost of the regional treatment facility.

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to amend the language of Ordinance No. 07-016, Section 3 and Ordinance No. 10-007, Section 2, to remove the language of the use of "Residential and Nonresidential uses: 107.5 % of water fees and Maximum Residential Maximum Residential Fee: \$55.00" and of the "Maximum Monthly Residential Fee: \$55.00"; respectively, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of Town to amend the current language in Subsection 18-203 of Title 18, Chapter 2, entitled, "Maximum Residential Fee" in its entirety and replace with the language as provided hereinafter; and

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

Section 1. That the Town of Thompson's Station's Ordinance No. 07-016, Section 3, and Ordinance No. 10-007, Section 2 is amended, as provided hereinafter, and Subsection 18-203 of Title 18, Chapter 2 is amended with replacement language as provided hereinafter.

Section 2. That Ordinance No.07-016, Section 3, entitled "Maximum Residential Fee" be struck in its entirety.

Section 3. That Ordinance No. 10-007, Section 2, *User Rates*, is amended by striking the below language from the Ordinance:

Maximum Monthly Residential Fee: \$55.00

Section 4. That Title 18, Chapter 2, Subsection 18-203 is amended to remove the following language and to insert replacement language as provided:

Maximum residential fee: The maximum monthly sewer fee that will be assessed against one residential structure shall be fifty-five dollars (\$55.00). This maximum fee shall not apply to multi-unit structures, multi-family residences, multiple structures on the same property or any other circumstances where residential structures represents more than one (1) residential unit. (Ord. #07-016, Jan.2008)

Replacement language as follows:

Residential and Nonresidential User Rates:

Residential and Nonresidential wastewater user rates shall be set as follows:

A base rate is set at the amount of \$29.00 per user.

A uniform cost per 1,000 gallons of sewer used is set at a rate of \$8.10 per 1,000 gallons.

The rates shall be effective starting July 1, 2022. Additionally, there shall be a bi-annual review starting on or about January 1, 2023, for the purpose of consideration of the need for a rate increase based on the evaluation of the operational expense and associated cost of the regional treatment facility.

Section 5. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

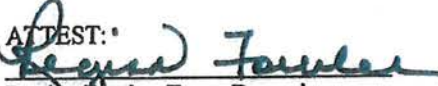
Section 6. If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 7. This ordinance shall take effect upon the final reading as prescribed in the ordinance and approval by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the 9th day of March, 2021.


Corey Napier, Mayor

ATTEST:


Regina Fowler, Town Recorder

Passed First Reading: February 9, 2021

Passed Second Reading: 3-9-2021

APPROVED AS TO FORM AND LEGALITY:


Town Attorney



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE REVOLVING FUND LOAN PROGRAM

STATE REVOLVING FUND LOAN
BUDGET/RE-BUDGET FORM

PROJECT # SRF 2022-470 & 469

CHECK ONE:

LEGAL NAME OF APPLICANT: Town of Thompson's Station
ADDRESS: 1550 Thompson's Station Rd West
CITY, STATE, ZIP: Thompsn's Station, TN 37179

Clean Water
 Drinking Water

CLASSIFICATIONS OF COSTS	(1)	(2)*	(3)*=(1)+(2)*	(4)	(5)	(6)	(7)	(8)=(1)+(4)+(7) OR, IF RE-BUDGET, (8)=(3)+(6)+(7)
	CURRENT SRF BUDGET (\$)	SRF ADJUSTMENT* (\$)	REVISED SRF BUDGET* (\$)	LOCAL SHARE (\$)	LOCAL SHARE ADJUSTMENT* (\$)	REVISED LOCAL SHARE* (\$)	OTHER FUNDS (\$)	CURRENT TOTAL PROJECT COSTS (\$)
(a) Administrative & Legal Fees	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00
(b) Land Costs, Appraisals	\$0.00	\$0.00	\$0.00	\$135,600.00	\$0.00	\$135,600.00	\$0.00	\$135,600.00
(c) Planning Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(d) Design Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(e) Engineering Basic Fees	\$0.00	\$0.00	\$0.00	\$1,520,000.00	\$0.00	\$1,520,000.00	\$0.00	\$1,520,000.00
(f) Other Engineering Fees	\$0.00	\$0.00	\$0.00	\$21,800.00	\$0.00	\$21,800.00	\$0.00	\$21,800.00
(g) Project Inspection Fees	\$0.00	\$0.00	\$0.00	\$402,600.00	\$0.00	\$402,600.00	\$0.00	\$402,600.00
(h) Construction and Project Improvement Costs								
(h1)	\$12,300,000.00	\$0.00	\$12,300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,300,000.00
(h2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h7)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h8)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(i) Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(j) Miscellaneous Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(k) Contingencies	\$3,100,000.00	\$0.00	\$3,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,100,000.00
TOTALS	\$15,400,000.00	\$0.00	\$15,400,000.00	\$2,100,000.00	\$0.00	\$2,100,000.00	\$0.00	\$17,500,000.00

ENGINEER'S OR AUTHORIZED REPRESENTATIVE'S SIGNATURE _____

DATE _____

*Applicable only to budget revisions.

**Only forms submitted with original signatures will be processed.

NOTE: Additional columns may be added, if necessary, to accommodate additional funding agencies.

Form Revised 8-2002



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
OFFICE OF POLICY AND PLANNING
William R. Snodgrass TN Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN 37243

TITLE VI PRE-AUDIT SURVEY

Name of entity: Town of Thompson's Station Phone number: (615) 794-4333

Type of entity. (choose one): Government/Municipality Private Business Non-Profit

Address: 1550 Thompson's Station Road West

City: Thompson's Station State: TN Zip Code: 37179 County: Williamson

The Tennessee Department of Environment and Conservation (TDEC) is a recipient of federal financial assistance. Recipients are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964, which bars discrimination on the basis of race, color, or national origin by any agency receiving Federal funds. The Civil Rights Restoration Act of 1987 clarifies that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance. As a sub-recipient of TDEC, you are required to comply with Title VI and related nondiscrimination laws and regulations.

The following data is being collected for compliance with Title VI and will be used in accordance with applicable federal law. This form must be completed and returned to the TDEC program that administers your grant or loan so that your compliance efforts can be reviewed.

Complete this survey and return it along with applicable copies with your grant application.

1. What is the racial composition of the population in your geographic service area? (U.S. Census) White-90.06%; Black or African American-0.8%; American Indian-Asian-0.7%; Native Hawaiian-0.0%; Two or More Races-7.7%; Hispanic or Latino-2.9%
2. What is the racial composition of your advisory or governing board? White - 100%
3. How does your advisory or governing board ensure that its racial composition reflective of the community's population? The Board of Mayor and Alderman are elected at large.
4. Provide a copy of your agency's written policy of nondiscrimination stating that services or opportunities will be provided to all persons without regard to race, color, or national origin. If you do not have one, adopt TDEC's sample policy: <https://www.tn.gov/environment/program-areas/opsp-policy-and-sustainable-practices/opsp-title-vi-and-environmental-justice.html>, and provide the date of your adoption: 06/14/2022

5. Provide a copy of your agency's Limited English Proficiency (LEP) Plan to communicate with persons who do not speak English as their primary language or have limited ability to read, speak, write, or understand English.

If you do not have one, adopt TDEC's sample plan (hyperlink provided above) and provide the date of your adoption: 06/14/2022

6. How does your agency provide and ensure Title VI training of its staff? TDEC's online training module
-
7. Provide a copy of your Title VI training program.

If your agency does not currently have a Title VI training program, use TDEC's online training module, and retain the Certificates of Completion for each staff member: <https://tdec.tn.gov/title6/index.html>.

8. How do you advertise your projects and programs to the public? By the paper of general circulation in Williamson County
-
9. Provide a copy of your agency's procedures on reviewing Title VI complaints.

If you do not have one, use TDEC's sample procedures (hyperlink provided above in number 4) and provide the date of your adoption: 06/14/2022

10. Has a federal or state agency found you in noncompliance with civil rights requirements? Yes No
If yes, please attach a copy of the complaint and findings.

11. Has a civil rights compliance review been conducted onsite by a federal or state agency within the past two years? Yes No

Attach your Title VI policy and procedure, LEP policy and procedure, and Title VI training program.

Declaration of Respondent: I declare that I have completed the data in this survey and to the best of my knowledge and belief; it is true, correct and complete.

Compliance Officer:

Printed Name and Title: Steve Banks, Finance Director

Signature: _____

Date: 06/14/2022

Declaration of Chief Administrator or Supervising Authority: I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tennessee Code Sec. 39-16-702(a)(4), this declaration is made under penalty of perjury.

Chief Administrator or Supervising Authority:

Printed Name and Title: Ken McLawhon, Town Administrator

Signature: _____

Date: 06/14/2022



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
State Revolving Fund Loan Program
 William R. Snodgrass Tower, 312 Rosa L. Parks Avenue, 12th Floor
 Nashville, Tennessee 37243
STATE REVOLVING FUND LOAN APPLICATION

Section 1. Applicant Information (Authorized representative responsible for project, signs certification below and hereby makes an application for a Project Loan to fund the following described activities or tasks concerning a facility or plan (the "Project").

Legal Applicant Name: Corey Napier		Signatory's Title or Position: Mayor	
Facility Name: Town of Thompson's Station		Type of Entity: Town	
Mailing Address: 1550 Thompson's Station Road West		City: Thompson's Station	State: TN Zip:37179
Phone: 615-504-8425		E-mail: cnapier@thompsons-station.com	
UEI:YL9FCEKPWFC5	Population Served: 7,485	County(ies) Served: Williamson	

Section 2. Contact/Consultant Information (a consultant is not required)

Alternate Contact Name: Matthew Johnson			
Company: Barge Design Solutions		Title or Position: PE, Project Manager	
Mailing Address: 615 3 rd Ave. S, #700		City: Nashville	State: TN Zip: 37210
Phone: 615-252-4236		E-mail: matthew.johnson@bargedesign.com	
Phone:			

Section 3. Project Information (Check all that apply)

- Clean Water Project** **Green Project Reserve**
 Drinking Water Project **Special Project**

Detailed Project Description: Green- WWTP Expansion- Secondary Treatment (Expansion of the existing WWTP from 0.47 MGD to 1.0 MGD).

The entire Project is estimated to cost:	\$18,170,000
Amount of State Revolving Fund Loan Requested:	\$10,400,000
Requested Term of Loan:	20 Years

Section 4. Project Funding Information (Completed by SRFLP Office)

Project Number: SRF 2022-470	Loan Amount:	\$10,400,000
	Loan Forgiveness Amount:	\$0
	Term of Loan in Years:	20
	Bond Buyer Index Rate and Date:	2.26% As of March 28, 2022
	ATPI:	100% (Tier 4)
	Interest Rate:	2.26% X 100% = 2.26%

Section 5. Previous Loans (Completed by SRFLP Office)		
Program Loans:	The total amount of outstanding or applied for program loans under the Health Loan Programs of the Tennessee Local Development Authority is:	\$0
Project Loans:	The total amount of outstanding or applied for project loans and the State Revolving Fund is: (this application is excluded)	\$5,000,000

Section 6. Pledge of State-Shared Taxes or Security Deposit (Completed by SLF Office)		
Municipality:	State-Shared Taxes pledged to payment of outstanding obligations of the Local Government Unit in addition to the Program Loans and Project Loans listed above:	
	Amount of State-Shared Taxes received in prior fiscal year of the state:	\$684,003
Utility District/ Authority:	A Security Deposit will be required in an amount equal to MADS.	
	Anticipated MADS:	-0-\$

Section 7. Signature of Applicant or Signatory Authority (Application must be signed and dated. By signing, applicant verifies that all information supplied on this application is correct to the best of his/her knowledge. This application expires 90 days from the date the loan application is sent from SRFLP to the Applicant).

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Signature: Corey Napier, Mayor

Date

Section 8. Signature of Department of Environment and Conservation

David W. Salyers, P.E., Commissioner

Date

TOWN OF THOMPSON'S STATION
SRF 2022-470
AUTHORIZING RESOLUTION #2022-017

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the Town of Thompson's Station is a public and governmental body in Thompson's Station (Williamson County), Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number SRF 2022-470 (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 et. seq., provide for the lending of funds in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for project loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of ten million four hundred thousand dollars (\$10,400,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the application for a Project Loan in the principal amount of ten million four hundred thousand dollars (\$10,400,000), for the purpose of funding all or a portion of the total estimated cost of the Project, which is eighteen million one hundred seventy thousand dollars (\$18,170,000), by Corey Napier, the Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the water system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution are and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Corey Napier, Mayor

**GENERAL CERTIFICATE
TOWN OF THOMPSON'S STATION
SRF 2022-470**

The undersigned, by Corey Napier, the Mayor of Town of Thompson's Station (Williamson County), Tennessee ("Local Government"), **CERTIFIES** as follows:

1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.

2. The resolution or ordinance of the Local Government duly adopted on June 14, 2022, a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project for:

 the Drinking Water Revolving Loan Fund Act of 1997 ("Project") has not been amended, modified, supplemented, or rescinded since its date of adoption: or

 the Wastewater Facilities Act of 1987 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.

3. The resolution or ordinance of the Local Government duly adopted on March 9, 2021, a copy of which is attached, establishing the rate and fee structure for the wastewater system of which the Project is a part has not been amended, modified, supplemented, or rescinded since its date of adoption.

4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this _____ day of _____, 2022.

I certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision. The submitted information is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. As specified in Tenn. Code Ann. § 39-16-702(a)(4), this declaration is made under penalty of perjury.

Corey Napier, Mayor

**REPRESENTATION OF
LOANS AND STATE-SHARED TAXES
TOWN OF THOMPSON'S STATION
SRF 2022-470**

As security for payments due under a State Revolving Fund (SRF) Loan Agreement, a local government pledges user fees, charges, and ad valorem taxes as necessary to meet its obligations under a SRF Loan Agreement. As an additional security for such payments due, a local government pledges and assigns its unobligated state-shared taxes (SSTs) in an amount equal to maximum annual debt service (MADS) requirements.

1. State-Shared Taxes

The total amount of SSTs, as identified pursuant to Tenn. Code Ann. § 4-31-105(c)(2), received by the local government in the prior fiscal year of the State is \$ 684,003.

2. Prior Obligations

(a.) Prior SRF loans which have been funded or approved for which the Local Government has pledged its SSTs are as follows:

Loan Type	Loan #	Base Loan*	Principal Forgiveness*	MADS**
SRF/Sewer				

* If applicable, the original approved amount is adjusted for decreases and approved increases
 **MADS is an estimate until final expenses have been determined

The total MADS from section 2(a.) having a lien on SSTs is \$0.

(b.) Other prior obligations which have been funded or approved for which the local government has pledged its SSTs are as follows:

Type of Obligation	Identifying #	Loan Amount	Principal Forgiveness	MADS
QZAB/QSCB				
TLDA/Public Health				
TLDA/Transportation				

The total MADS from section 2(b.) having a lien on SSTs is \$0.

(c.) The total MADS from prior obligations having a lien on SSTs [subsections 2(a)+2(b)] is \$0.

3. Loan Requests

The loan(s) which have been applied for and for which state-shared taxes will be pledged:

Loan Type	Loan #	Anticipated Interest Rate	Base Loan	Principal Forgiveness	Anticipated MADS
SRF/Sewer	SRF 2022-470	2.26%	\$10,400,000	\$0	\$646,824
SRF/Sewer	CG9 2022-469	1.96%	\$5,000,000	\$0	\$302,395

The anticipated total maximum annual pledge of state-shared taxes pursuant to loan request(s) is \$949,219.

4. Unobligated SSTs

The amount set forth in section (1) less the total amounts set forth in sections 2 and 3 is \$-265,216.

The Local government hereby represents the information presented above is accurate and understands that funding for the loan request(s) presented is contingent upon approval by the TLDA.

Duly signed by an authorized representative of the Local Government on this 14th day of June, 2022.

This is the Comptroller's certificate as required by TCA 4-31-108.

LOCAL GOVERNMENT

BY:

Corey Napier, Mayor

REQUIREMENT FOR REPORT ON DEBT OBLIGATION
(FORM CT-0253)
TOWN OF THOMPSON'S STATION
SRF 2022-470

Pursuant to Tenn. Code Ann. § 9-21-134, a Report on Debt Obligation (the "Report") must be prepared for all debt obligations issued or entered into by any public entity and filed with its governing body with a copy sent to the Office of State and Local Finance/Comptroller of the Treasury for the State of Tennessee. The purpose of the Report is to provide clear and concise information to members of the governing or legislative body that authorized and is responsible for the debt issued.

Public entities that fail to comply with the requirements of Tenn. Code Ann. § 9-21-134 are not permitted to enter into any further debt obligations until they have complied with the law. A State Revolving Fund (SRF) loan program applicant that is not in compliance with this law should file the Report as soon as possible and provide notification of filing to the SRF loan program so that it may proceed with the loan application. Instructions on how to file the Report are located in the "Debt" category for "Local Finance" on the website of the Tennessee Comptroller of the Treasury.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered into after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

The applicant, Town of Thompson's Station, attests that it is in compliance with Tenn. Code Ann. § 9-21-134 for its debt obligations and understands that the Report is required to be filed once the SRF loan has been approved by the Tennessee Local Development Authority and the agreement has been executed by the borrower. The applicant further acknowledges that it may be responsible to perform continuing disclosure undertakings related to SEC Rule 15c2-12. Local governments should always consult bond counsel in order to obtain advice on appropriate disclosures related to this rule.

Corey Napier, Mayor

Date

**STATE REVOLVING FUND PROJECT LOAN AGREEMENT
TOWN OF THOMPSON'S STATION
SRF 2022-470**

This Loan Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the Town of Thompson's Station (Williamson County) (the "Local Government"), which is a Tennessee governmental entity authorized to own, operate and manage water and/or wastewater facilities. The purpose of this Loan Agreement is to provide the financing of all or a portion of a wastewater facility by the Local Government. The Local Government applied for financing on December 8, 2020 which is hereby incorporated into this Loan Agreement.

1) DEFINITIONS.

Unless the context in this Loan Agreement indicates another meaning, the following terms shall have the following meaning:

- a) **"Administrative fee"** means the fee to be collected by the Authority for administration of the loan in accordance with Tenn. Code Ann. §§ 68-221-1004(a) and 68-221-1204(a), both as amended;
- b) **"Agreement"** means this Loan Agreement providing financing for the Project from the Fund;
- c) **"Facility"** means either a wastewater facility or a water system;
- d) **"Fund"** means:
 - i) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, Tenn. Code Ann. §§ 68-221-1001 to -1015, as amended, and rules and regulations promulgated thereunder; or
 - ii) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, Tenn. Code Ann. §§ 68-221-1201 to -1207, as amended, and rules and regulations promulgated thereunder;
- e) **"Initiation of Operation"** means the date when all, but minor components of the Project have been built, all treatment equipment is operational, and the Project is capable of functioning as designed and constructed;
- f) **"Local Government"** means the governmental entity borrowing under this Loan Agreement described in (1) Tenn. Code Ann. § 68-221-1003(7), as amended, if a wastewater facility and (2) Tenn. Code Ann. § 68-221-1203(6), as amended, if a water system;
- g) **"Obligations"** means bonds, notes and any other evidence of indebtedness lawfully issued or assumed by the Local Government;
- h) **"Period of Performance"** allows for the payment of expenses if they incurred during the time period stated in the contract; and if the loan recipient received prior approval from the

program in writing to include the cost listing in the request for reimbursement, then it would be acceptable to pay.

- i) **"Project"** means the activities or tasks concerning a facility described in the application submitted by the Local Government to be financed pursuant to this Loan Agreement;
- j) **"Project Cost"** means the total amount of funds necessary to complete the Project;
- k) **"Project Loan"** means the funds loaned from the Fund to finance the Project and, except for principal forgiven, if any, required to be repaid pursuant to this Loan Agreement;
- l) **"Revenues"** means all fees, rents, tolls, rates, rentals, interest earnings, or other charges received or receivable by the Local Government from the water or wastewater system which is the Project, or of which the Project is or will be a component, including any revenues derived or to be derived by the Local Government from a lease, agreement or contract with any other local government, local government instrumentality, the state, or a state or federal agency for the use of or in connection with the system, or all other charges to be levied and collected in connection with and all other income and receipts of whatever kind or character derived by the Local Government from the operation of the system or arising from the system;
- m) **"State"** means the state of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- n) **"State-Shared Taxes"** has the meaning established by Tenn. Code Ann. Section 4-31-102, as amended; and
- o) **"Unobligated State-Shared Taxes"** means State-Shared Taxes which have not been pledged or applied to any other prior indebtedness.

2) PROJECT.

a) **Description.**

The description of the Project is as described in the application submitted by the Local Government.

b) **Funding Sources.**

The Local Government estimates the total Project Cost to be (\$ 18,170,000) which is expected to be funded as follows:

Project Loan	\$ 10,400,000
Principal Forgiveness	\$0
Local Funds	\$ 2,770,000
Other Funds (CG9 2022-469)	<u>\$ 5,000,000</u>
 TOTAL	 <u><u>\$18,170,000</u></u>

c) **Type of Project. (Please check one)**

- i) Planning. (Project schedule is required)
The following project schedule is established:
(1) Submission of facilities plans on or before N/A.
- ii) Planning and Design. (Project schedule is required)
The following project schedule is established:
(1) Submission of facilities plans on or before -N/A.
(2) Submission of engineering plans and specifications on or before -N/A.
- iii) Planning, Design, and Construction. (A project schedule is required)
The following project schedule is established:
 - i) Submission of engineering plans and specifications on or before December 31, 2021
 - ii) Start construction on or before January 20, 2023
 - iii) Initiate operation on or before (July 31, 2024
 - iv) Complete construction on or before September 30, 2024

The Department's State Revolving Fund Loan Program may amend the project schedule above upon written request and for good cause shown.

The written request to amend the project schedule above should be submitted to the Department within 60 days prior to the end date of the milestones established above. The written request should detail the nature of the delay(s); the amended milestone dates; and any efforts to be implemented to adhere to the amended project schedule.

Failure to adhere to the project schedule established above or secure an amended project schedule from the State Revolving Fund Loan Program, will constitute a breach of contract, and may result in loss of principal forgiveness, loss of interest rate reduction or both.

The State Revolving Fund Loan Program may take other such actions as may be necessary relative to breach of contract against a borrower that fails to carry out its obligations under Tenn. Comp. R. & Regs. Chapter 0400-46-06 and this loan agreement up to and including cancellation of loan funding.

d) **Land Ownership, Easement, and Right-of-Ways.**

Land Acquisition.

- (1) Owner of a dwelling. The term owner of a dwelling means a person who is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property:(i) Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition per 40 CFR 24(20).
- (2) Additionally, the borrower must own easements and/or land, or have taken condemnation proceedings needed to construct the project before plans and

specifications for a construction loan will be approved by the Department as per State Rule 0400-46-06-.06.

- (3) By checking this box, the Local Government certifies that all property, easements, and rights-of-way necessary to construct the Project is owned or, in the case of right-of-way, is permitted for use by the Local Government.

- (4) By checking this box, the Local Government certifies that it has acquired or has entered into condemnation proceedings for all real property including easements and rights-of-way that are or will be required for the construction (erection, extension, modification, addition), operation, and maintenance of the entire wastewater treatment works funded under this Project.

3) PROJECT FILES.

The State of Tennessee and/or the United States Environmental Protection Agency shall have access to the official project files and job site.

4) FISCAL SUSTAINABILITY PLAN (FSP) REQUIREMENTS. (CLEAN WATER PROJECTS ONLY)

The Local Government will comply with the Fiscal Sustainability Plan (FSP) requirements set out in the Clean Water Act section 603(d)(1)(E) by developing and implementing an FSP that includes:

- a) an inventory of critical assets that are a part of the treatment works;
- b) an evaluation of the condition and performance of inventoried assets or asset groupings;
- c) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
- d) a plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities; or
- e) a certification that the recipient has developed and implemented a plan that meets the requirements under Type of Project.

5) LOAN.

a) **Loan and use of proceeds.**

The State shall lend to the Local Government from funds available in the Fund an aggregate principal amount not to exceed \$10,400,000 to bear interest as described in (b) below. The Project Loan shall be used by the Local Government for completion of the Project and in accordance with engineering plans and specifications and special conditions, approved and required by the Department and hereby incorporated into this Loan Agreement. Interest on the Project loan will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 of this Loan Agreement.

b) **Interest rate.**

The rate of interest for this Project Loan is 2.26%, which is the rate established by the Authority at the meeting at which this Project Loan is approved and stated on the payment schedule which is incorporated into and attached to this Loan Agreement.

c) **Administrative fee.**

The Authority shall collect a fee equal to eight basis points of the total Project Loan, where one basis point is equal to one-hundredth of one percent (0.01%). This fee shall be payable in monthly installments equal to one-twelfth (1/12) of the annual fee amount as stated on the payment schedule.

d) **Payment schedule.**

The Local Government expressly agrees to make all payments of principal and interest in accordance with the payment schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the payment schedule shall not be deemed to be an amendment of this Loan Agreement.

6) REPAYMENT OF PROJECT LOAN.

a) **Payments.**

i) The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the payment schedule established by the Authority and attached to this Loan Agreement. The payment schedule will require payments of interest to begin after the first disbursement pursuant to Section 6 of this Loan Agreement. The payment schedule will require repayments of principal to begin the earlier of:

(1) Within ninety (90) days after Initiation of Operation of the Project for construction loans or within two (2) years of loan approval for planning and design loans; or

(2) Within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed.

ii) Notwithstanding Section 5(a)(i)(1), the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after Initiation of Operation of the Project.

b) **Reduction.**

i) The Project Loan, and the required payments made pursuant to the payment schedule, shall be reduced to reflect:

(1) Funding not listed in Section 2(b) which subsequently becomes available; or

(2) The amount actually disbursed by the State to the Local Government pursuant to the Loan Agreement as the Project Loan.

ii) If any of the conditions set out in Section (b)(i)(1) or (b)(i)(2) occur, a new payment schedule reflecting such changes shall be submitted to the Local Government to be attached to this

Loan Agreement, superseding any previous schedules.

c) **Prepayment.**

The Local Government, at its option, may prepay all or any portion of the Project Loan.

d) **Principal Forgiven.**

A portion of the original principal amount of the Project loan may be forgiven by the State. The principal forgiven shall be zero percent 0% of the original principal amount of the project loan, or if the full original amount of the Project loan is not used, then zero percent 0% of the amount of the project loan actually disbursed. Notwithstanding Section 4 no interest shall accrue on the amount of principal forgiven pursuant to this Section 5(d).

7) DISBURSEMENT OF PROJECT LOAN.

a) **Payment Methodology.**

The Local Government shall receive disbursements of the Project Loan only for actual, reasonable, and necessary costs based upon the current approved Project Budget, not to exceed the Project Loan amount listed in Section 4(a). Upon progress toward the completion of the Project, as described in Section 4 of the Project Loan Application, the Local Government shall submit disbursement requests, including invoices and supporting documents of actual expenditures, prior to any reimbursement of allowable costs.

b) **Disbursement Requirements.**

The Local Government shall request disbursement from the State no more often than monthly with all necessary supporting documentation. Each disbursement request shall be sent to the contact indicated in Section 27 and shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):

i) Addressed to:

Department of Environment and Conservation
State Revolving Fund Loan Program
William R. Snodgrass Tower, 312 Rosa L. Parks Avenue, 12th Floor
Nashville, Tennessee 37243

ii) Via Email: SRF.Payments@tn.gov

iii) Reference Number (assigned by the Local Government).

iv) Date.

v) Period to which the disbursement request is applicable.

vi) Project Loan Number (assigned by the Department).

vii) Local Government Name.

- viii) Local Government Tennessee Edison Registration ID Number Referenced in Preamble of this Loan Agreement.
 - ix) Local Government Remittance Address.
 - x) Local Government Contact for Invoice Questions (name, phone, or fax).
 - xi) Itemization of Disbursement Requested for the Disbursement Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Project Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount disbursed by Project Budget line-item to date.
 - iii. The total amount disbursed under the Project Loan to date.
 - iv. The total amount requested (all line-items) for the Disbursement Period.
- c) **The Local Government understands and agrees to all of the following:**
- i) A disbursement request under this Loan Agreement shall include only requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Loan Agreement and shall be subject to the Project Budget and any other provision of this Loan Agreement relating to allowable disbursements.
 - ii) A disbursement request under this Loan Agreement shall not include any request for future expenditures.
 - iii) The period of performance for a disbursement request (§200.77) means the time during which the Local Government may incur new obligations to carry out the work authorized under the Loan Agreement. The Local Government must include start and end dates of the period of performance in the Loan Agreement.
 - iv) The Local Government agrees that any pre-award costs (§200.458), which are costs incurred prior to the effective date of the Loan Agreement directly pursuant to the negotiation and in anticipation of the Loan Agreement where such costs necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of Loan Agreement and **only** with the prior written approval of the State. If charged to the Loan Agreement, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity.
 - v) **Planning Loans Only**
 - (1) The maximum allowable disbursement is 80% of the loan until the Facilities Plan is **received** by SRF.
 - (2) The maximum allowable disbursement is 90% of the loan until the Facilities Plan is **approved** by SRF.
 - vi) **Planning and Design Loans Only**

- (1) The maximum allowable disbursement is 80% of the planning fees until the Facilities Plan is **received** by SRF.
- (2) The maximum allowable disbursement is 90% of the planning fees until the Facilities Plan is **approved** SRF.
- (3) The maximum allowable disbursement is 80% of the Design Loan or design fees until plans and specifications are **received** by SRF.
- (4) The maximum allowable disbursement is 90% of the Design Loan until plans and specifications are **approved** by SRF.

d) **Budget Line-items.**

Expenditures and disbursements under this Loan Agreement shall adhere to the Project Budget. Any increases or decreases within the Project Budget's grand total amounts shall require the Local Government to submit a request to amend the Project Budget and receive approval from the Department.

e) **Travel Compensation.**

Disbursement to the Local Government for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Project Budget funding for said disbursement.

f) **Procurement.**

If other terms of this Loan Agreement allow disbursements for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Local Government shall maintain documentation for the basis of each procurement for which a disbursement is made pursuant to this Loan Agreement. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Local Government is a sub-recipient, the Local Government shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

g) **Retainage.**

- i) All construction contracts for the Project may provide for the withholding of retainage; provided, however, that the retainage amount may not exceed five percent (5%) of the amount of the contract.
- ii) Proof of retainage deposits must be submitted with each disbursement request. In the instance of the first payment, documented proof of the retainage account must be submitted. Subsequent payments the Local Government must provide proof that retainage was deposited into the established retainage bank account. Upon the final payment requested from the Local Government, the Local Government will provide proof the all retainage is paid to its contractors.
- iii) The Local Government shall release and pay all retainages for work completed pursuant to the terms of any contract to the prime contractor within 90 days after completion of

the work or within 90 days after substantial completion of the project for work completed, whichever occurs first. As used in this subsection, work completed shall mean the completion of the scope of the work and all terms and conditions covered by the contract under which the retainage is being held. The prime contractor shall pay all retainages due to any subcontractor within 10 days after receipt of the retainages from the owner. Any subcontractor receiving the retainage from the prime contractor shall pay to any sub-subcontractor or material supplier all retainages due the sub-subcontractor or material supplier within 10 days after receipt of the retainages.

iv) Any default in the making of the payments shall be subject to those remedies provided in this Loan Agreement.

v) In the event that the Local Government or its prime contractor withholds retainage that is for the use and benefit of the prime contractor or its subcontractors pursuant to Tenn. Code Ann. § 66-34-104(a) and (b), neither the prime contractor nor any of its subcontractors shall be required to deposit additional retained funds into an escrow account in accordance with Tenn. Code Ann. § 66-34-104(a) and (b).

vi)

(1) It is an offense for a person, firm, or corporation to fail to comply with Tenn. Code Ann. §66-34-104(a).

(2) A violation of this subsection (e) is a Class A misdemeanor, subject to a fine of three thousand dollars (\$3,000).

(3) Each day a person, firm or corporation fails to comply with subsection (a) or (b) or Tenn. Code Ann. § 66-34-104(a) is a separate violation of this subsection (e).

(4) Until the violation of this subsection (e) is remediated by compliance, the punishment for each violation shall be consecutive to all other such violations.

(5) In addition to the fine imposed pursuant to subdivisions (e)(2)(A) and (B), the court shall order restitution be made to the owner of the retained funds. In determining the appropriate amount of restitution, the formula stated in Tenn. Code Ann. § 40-35-304 shall be used.

h) Request for Disbursement as Certification.

Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Loan Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Loan Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

i) Payment Certification.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the payment schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. The

amount of any principal forgiven shall be allocated on a pro-rata basis to each disbursement made.

j) **90% of the Project Loan.**

No more than 90% of the Project Loan shall be paid to the Local Government prior to the time:

- (1) the construction of the Project has been completed;
- (2) the facilities constituting the Project are, in the opinion of the Department, in proper operation; and
- (3) the Project has been approved by the Department. Following approval of the Project by the Department, the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or planning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or planning and design.

8) ADDITIONAL FUNDING REQUEST.

a) **Increase in Project Loan.**

If the final Project Cost is greater than estimated in Section 2(b), then the Project Loan may be increased by an amendment executed by the parties to this Loan Agreement if the following conditions are fulfilled:

- i) Amounts in the Fund are authorized and available for such increase;
- ii) The increased Project Loan otherwise meets the applicable statutory requirements and the rules adopted thereunder; and
- iii) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution, or ordinance of the Local Government

b) **Loan Number and Interest Rate.**

A companion or supplemental loan will be issued with an new loan number and the current interest rate will be applied.

c) **Other Amendments and Modifications.**

Any other amendment or modification of this Loan Agreement must first be approved by the Authority and must be in writing executed by the parties to this Loan Agreement.

9) NOTIFICATION OF DEFAULT OR DELAY OF PROJECT PERFORMANCE.

The Local Government shall provide written notice to the Department within 30 days of becoming aware of any event that prevents or causes the default or delay in the performance of its obligations under this Loan Agreement. The written notice should describe in reasonable detail the nature of the default or delay and any efforts, workaround plans, alternative sources, or other means being conducted to resume performance. If the Local Government's failure to perform is longer than 180 days, the Department may, upon notice to Local Government: (a) cancel principal forgiveness; or (b) cancel the loan funding, in whole or in part, and place the loan in repayment. The Local Government may reapply for another SRF loan once a resolution is reached by the Local Government and the Department.

10) TERMINATION FOR CONVENIENCE.

The State may terminate this Project Loan without cause for any reason. A termination for convenience shall not be a breach of this Loan Agreement. The State shall give the Local Government at least thirty (30) days written notice before the effective termination date. The Local Government shall be entitled to disbursement of loan funds for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Local Government for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Local Government shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State its exercise of its right to terminate for convenience.

11) TERMINATION FOR CAUSE.

If the Local Government fails to properly perform its obligations under this Project Loan, or if the Local Government violates any terms of this Project Loan, the State shall have the right to immediately terminate this Project Loan and withhold payments in excess of fair disbursements for completed services. Notwithstanding the exercise of the State's right to terminate this Project Loan for cause, the Local Government shall not be relieved of liability to the State and Department for damages sustained by virtue of any breach of this Project Loan by the Local Government.

12) REPRESENTATIONS AND PLEDGES OF LOCAL GOVERNMENT.

The Local Government hereby represents, agrees, and covenants with the State as follows:

- a) To construct, operate, and maintain the Project in accordance, and to comply, with all applicable federal and state statutes, rules, regulations, procedural guidelines, and grant conditions;
- b) To comply with:
 - i) The Project schedule, engineering plans and specifications, and any and all special conditions established and/or revised by the Department; and
 - ii) Any special conditions established and/or revised by the Authority including, but not limited to, the Authority's "State Revolving Fund Policy and Guidance for Borrowers" adopted on September 21, 2016, with any amendments made as of the date of execution of the Project Loan Agreement, the terms, and conditions of which are adopted by reference as if fully set forth herein;
- c) To commence operation of the Project on its completion and not to contract with others for the operation and management of, or to discontinue operation or dispose of, the Project without the prior written approval of the Department and the Authority;
- d) To provide for the Local Government's share of the cost of the Project;
- e) To comply with applicable federal requirements including the laws and executive orders listed on Attachment A to this Loan Agreement;

- f) To advise the Department before applying for federal or other state assistance for the Project;
- g) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;
- h) To provide and maintain competent and adequate engineering supervision and inspection of the Project to ensure that the construction conforms with the engineering plans and specifications approved by the Department;
- i) To abide by and honor any further guarantees or granting of security interests as may be required by the State which are not in conflict with state or federal law;
- j) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
- k) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part;
- l) The Local Government is subject to the jurisdiction of the Water and Wastewater Financing Board ("WWFB") established in Tenn. Code Ann. § 68-221-1008 or of the Utility Management Review Board ("UMRB") created in Tenn. Code Ann. § 7-82-701 as provided by law. If the Authority, in its sole discretion, determines that the Local Government's obligations under this Loan Agreement have been or may be impaired, the Authority may refer the Local Government to the WWFB or UMRB (each a "Board") as appropriate. In the event of default under this Loan Agreement, the Authority shall refer the Local Government to the Board having jurisdiction over the entity. In such event, the Local Government covenants, to the extent permitted by law, to request advisory technical assistance from the Board and to request that the Board propose any and all management, fiscal and/or rate changes necessary to enable the Local Government to fulfill its obligations to the Authority under this Loan Agreement. The Local Government agrees to supply the Board with any information that the Board may request in connection with its analysis of the Local Government's system. The Local Government agrees that it will implement any and all technical, management, fiscal and/or rate changes recommended by the Board and determined by the Authority to be required for the Local Government to fulfill its obligations to the Authority under this Loan Agreement.

Towns, Cities, and Counties.

- m) To receive the approval of the Authority prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be on parity or superior to the lien position created under this Loan Agreement;
- n) To notify the Assistant Secretary to the Authority in writing prior to issuing any Obligations that are payable all or in part from any part of the Revenues if such Obligations are intended to be subordinate to the lien position created under this Loan Agreement;
- o) To receive the approval of the Authority prior to pledging or encumbering the Local Government's State-Shared Taxes; and

Utility Districts & Commissions.

- p) To establish and collect, and to increase user fees and charges sufficient to meet a 1.20X debt service coverage to net revenues. Net revenues are gross earnings, fees and charges, less current expenses. Current expenses are those incurred in the operation of the system, determined in accordance with generally accepted accounting principles ("GAAP"), including the reasonable and necessary costs of operating, maintaining, repairing, and insuring the system, salaries, wages, cost of material and supplies, and insurance premiums, but shall specifically exclude depreciation and debt service payments;
- q) No additional debt payable from Revenues will be issued or entered into unless:
 - i) Prior approval is received from the Authority;
 - ii) The annual audit required by the terms of this Loan Agreement for the most recent fiscal year has been delivered within six (6) months after the end of such fiscal year;
 - iii) The covenant this Loan Agreement is met for the most recent fiscal year;
 - iv) The net revenues of the system for the next three fiscal years ending after the issuance of the additional debt will be sufficient to comply with the covenant in this Loan Agreement; and
 - v) The Local Government has adopted a revised schedule of rates and fees and taken action to put such revisions in effect at or prior to the issuance of the additional debt.

13) SECURITY AND DEFAULT.

- a) **Towns, Cities, and Counties.** As security for payments due under this Loan Agreement, the Local Government pledges users' fees, and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess. The Local Government further pledges such other additional

available sources of Revenues as are necessary to meet the obligations of the Local Government under this Loan Agreement.

As further security for payments due under this Loan Agreement, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Loan Agreement. If the Local Government fails to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within five days of such failure and the Authority shall suspend making disbursements as provided in Section 6 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 60 days of the receipt of such notice, such failure shall constitute an event of default under this Loan Agreement and, in addition, the Authority shall notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Loan Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Loan Agreement.

If the Local Government breaches any other provision of this Loan Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of such breach. The Local Government's failure to cure the breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Loan Agreement.

- b) **Utility Districts and Commissions.** As security for payments due under this Loan Agreement, the Local Government pledges user fees and charges, and covenants and agrees that it shall increase such fees and charges as needed to pay the monthly installments due under this Loan Agreement, as well as the other costs of operation and maintenance of the system, including depreciation. The Local Government further pledges such other additional available sources of Revenues as are necessary to meet the obligations of the Local Government under this Loan Agreement.

Prior to the first disbursement of funds under this Loan Agreement, the Local Government will deposit with the Authority an amount of funds equal to the maximum annual debt service (the "security deposit"). The amount of the security deposit will be adjusted to reflect adjustments in the payment schedule. The Authority will credit the Local Government with interest earnings on the security deposit on at least an annual basis pursuant to policy of the Authority.

As further security for payments due under this Loan Agreement, the Local Government pledges, and assigns, subject to the provisions herein, any funds due to the Local Government from the State.

If the Local Government fails either to fully fund the security deposit as provided above or to remit the monthly payments as established in the payment schedule, the Authority shall deliver by certified mail written notice of such failure to the Local Government within seven days of such failure and the Authority shall suspend making disbursements as provided in Section 6 until such delinquency is cured. If the Local Government fails to cure payment delinquency within 15 days of the receipt of such notice, such failure shall constitute an event of default under this Loan Agreement, and in addition, the Authority shall apply from the security deposit only the funds necessary to liquidate the amount of the delinquency of the Local Government to the Authority as of that date. If the funds deposited in the security deposit are not sufficient to cure the delinquency, the Authority shall notify the Commissioner of Finance and Administration, and the Commissioner shall withhold such amount from any funds otherwise due to the Local Government from the State and pay such amount to the Authority for deposit into the Fund. The Local Government acknowledges that it has no claim on such funds withheld or paid over as permitted under this Loan Agreement. The Local Government shall replenish the security deposit within 60 days from any withdrawal of funds from that account by the Authority to liquidate the delinquency as provided above. Failure to replenish the security deposit within 60 days shall constitute an event of default under this Loan Agreement.

If the Local Government breaches any other provision of the Loan Agreement, the Authority shall deliver by certified mail a written notice of such breach to the Local Government within 30 days of the Authority learning of the breach. The Local Government's failure to cure any breach within 60 days from receipt of notice of such breach shall constitute an event of default under this Loan Agreement.

- c) **Applicable to ALL.** Upon an event of default, the Authority may declare all unpaid principal and interest to be immediately due and payable as well as pursue all available legal and equitable remedies. The Local Government shall be responsible for all costs that the Authority incurs in enforcing the provisions of this Loan Agreement after an event of default, including, but not limited to, reasonable attorneys' fees.

14) CONDITIONS PRECEDENT.

This Loan Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:

- a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Loan Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
- b) An opinion of the attorney or special counsel to the Local Government stating:
 - i) The Local Government has been duly created and is validly existing and has full power and authority (under its charter and by-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Loan Agreement;

- ii) This Loan Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;
 - iii) This Loan Agreement is not in conflict in any material way with any contracts, resolutions, or ordinances of the Local Government; and
 - iv) There is no litigation materially adversely affecting this Loan Agreement or the financial condition of the Local Government;
- c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges and any other fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government, as set forth in Paragraph 11(k) above;
 - d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project;
 - e) If the Local Government is a **Utility District or Commission** and the Project for the expansion of a wastewater facility rather than remedial (correction of public health problem), the Local Government shall submit written evidence of consent to the expansion by the relevant governing bodies;
 - f) If the Local Government is a **Town, City, or County**, a representation of the Local Government as to loans and State-Shared Taxes.

15) NONDISCRIMINATION.

The Local Government hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Project Loan or in the employment practices of the Local Government on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Local Government shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

16) PUBLIC NOTICE.

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Local Government in relation to this Project Loan shall include the statement, "This project is funded by the Tennessee State Revolving Loan Program." All notices by the Local Government in relation to this Project Loan shall be approved by the State.

17) RECORDS.

The Local Government and any approved subcontractor shall maintain documentation for all charges under this Project Loan. The books, records, and documents of the Local Government, insofar as they relate to work performed or money received under this Project Loan, shall be

maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Local Government's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

- a) The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- b) In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Local Government shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- c) The Local Government shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Local Government shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- d) Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

18) LICENSURE.

Any person performing work funded through this Loan Agreement shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

19) AUDIT REPORT.

- a) The Local Government shall be audited in accordance with applicable Tennessee law.
- b) The Local Government will comply with the following 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- c) The funding for this loan could be disbursed from federal or state sources or both. Therefore, the recipient should consider that all funding received is a federal award and abide by all relevant federal and/or state compliance requirements.
- d) The funding for this Project Loan is:
CFDA Title: Capitalization Grants for Clean Water State Revolving Funds CFDA#: 66.458
Research and Development Award: Number

Grant Number: CS47000121

Federal Awarding Agency: Environmental Protection Agency

- e) Confirmations of funds disbursed can be obtained at fiscal year-end from the Tennessee Comptroller of the Treasury, Division of Local Government Audit's Website at <https://comptroller.tn.gov/>. Any questions regarding sources of funds should be directed to the Department.
- f) At fiscal year-end, contact state SRF Loan Program for a breakdown by specific grant period(s), loan(s), and amount(s).
- i) 2 C.F.R. Part 200.501, 200.505, 200.512 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2 C.F.R. § 200.501 states, "A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part."

2 C.F.R. § 200.512 states, "(1) The audit must be completed, and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day."

2 C.F.R. § 200.505 states, "In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in § 200.338 Remedies for noncompliance."

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

20) DAVIS-BACON ACT.

The Davis-Bacon Act, 46 Stat. 1494 (Pub. Law 71-800), and Related acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The Davis-Bacon Act (DBA) and Related Acts require contractors and subcontractors to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The prevailing Davis-Bacon Act wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of

pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The Local Government will comply with the following:

- a) The Local Government must adhere to the most current Wage Rate (Davis-Bacon Act) applicable to the project.
- b) The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
- c) The wage determination (including any additional classifications and wage rates conformed) and a WH-1321 - Davis-Bacon Poster English and a WH-1321 - Davis Bacon Poster Spanish must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.
- d) The wage rate information can be obtained at www.wdol.gov/.

21) AMERICAN IRON AND STEEL.

The American Iron and Steel (AIS) provision requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States. This requirement applies to projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Clean Water Act (CWA) includes permanent requirements for the use of AIS in CWSRF projects. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act of FY 2014. As such, all CWSRF projects must comply with Section 608 of the CWA for implementation of the permanent AIS requirements. Therefore, all guidance's adopted for FY 2014 apply for the permanent AIS requirements for the CWSRF. The AIS provision is a permanent requirement for CWSRF treatment works projects. The America's Water Infrastructure Act of 2018 amended the Safe Drinking Water Act to extend the AIS provision for DWSRF projects through Fiscal Year 2023.

Waiver. Each Local Government that receives CWSRF and/or DWSRF water infrastructure financial assistance is required to use American made iron and steel products in the construction of its project. However, if the recipient can justify a claim made under one of the categories below, a waiver may be granted. Until a waiver is granted by EPA, the AIS requirement must be adhered to as described in the Act.

EPA's implementation memorandum on AIS requirements includes specific instructions for communities interested in applying for a waiver.

How to Request a Waiver

General Steps:

- a) Community prepares the waiver request and submits it to the State SRF. The request should include project specifications for the product.
- b) State SRF reviews and submits the request to EPA.

- c) EPA posts the waiver request for public comment for 15 days (see the Waiver Requests Received by EPA tab).
- d) EPA provides a response and posts it on the website.

22) DISADVANTAGED BUSINESS ENTERPRISE (DBE)/WOMEN'S BUSINESS ENTERPRISE (WBE)

In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in sub-agreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services, and equipment.

Pursuant to 40 C.F.R. § 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure Disadvantaged Business Enterprises (DBE) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State, and local Government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e).

23) TITLE VI COMPLIANCE.

Local Government shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission’s Title VI Compliance Office, by completing all of the following items:

- a) Provide name and contact information of Local Government’s Title VI Coordinator to State.
- b) Ensure Policies and Procedures Manual contains a Title VI section with information on:
(a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals;
(e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and
(g) Retaliation.
- c) Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
- d) Annually complete and submit a Title VI self-survey as supplied by Department.
- e) Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.
- f) Additional Title VI resources may be found at: [Title VI Compliance Program Website](#).

24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).

This Project Loan requires the Local Government to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable FFATA requirements are met and that the Local Government provides information to the State as required.

25) DATA UNIVERSAL NUMBERING SYSTEM (DUNS).

The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Project Loan. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/> or the local government has obtained a UEI# - YL9FCEKPWFC5.

26) GOVERNING LAW.

This Loan Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Loan Agreement. The Local Government acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees, including but not limited to, the Department, the Authority, and the employees thereof, arising under this Loan Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. Title 9, Chapter 8.

27) SEVERABILITY.

In the event any covenant, condition or provision of this Loan Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions, or provisions hereof.

28) NOTICES COMMUNICATIONS AND CONTACTS.

All instructions, notices, consents, demands, or other communications required or contemplated by this Project Loan shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below: Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
312 Rosa L. Parks Ave, 12th Floor
Nashville, TN 37243
ATTN: Administrative/Financial Manager

To Authority: Tennessee Local Development Authority
Cordell Hull Building
425 Rep. John Lewis Way N.
Nashville, TN 37243-3400
ATTN: Assistant Secretary

To Local Government: Town of Thompson's Station
1550 Thompson's Station Road West
Thompson's Station, Tennessee 37179
ATTN: Corey Napier, Mayor

29) SECTION HEADINGS.

Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Loan Agreement.

30) EFFECTIVE DATE.

The effective date of this Loan Agreement shall be the date on which the Authority approves this Loan Agreement as by the signature.

IN WITNESS WHEREOF, the parties to this Loan Agreement have caused the Loan Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

TENNESSEE LOCAL DEVELOPMENT AUTHORITY

Name: Town of Thompson's Station
(Town)

Name: _____

Signature: _____
Mayor Corey Napier

Signature: _____

Date: _____

Date: _____

Meeting Approval Date: _____

Interest Rate: _____

APPROVED AS TO FUNDING:

COMMISSIONER, DEPARTMENT OF ENVIRONMENT AND CONSERVATION

COMMISSIONER OF FINANCE AND ADMINISTRATION

Signature: _____
David W. Salyers, P.E., Commissioner

Signature: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION
OFFICE OF GENERAL COUNSEL**

Signature: _____

Date: _____



REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

ATTORNEYS AT LAW | RPRVLAW.COM

STANLEY Q. REYNOLDS
TIMOTHY V. POTTER**
BRIAN RAGAN
KIRK VANDIVORT*
HILARY H. DUKE
ANDREW E. MILLS
JENNIFER FOSTER

210 E. COLLEGE STREET
DICKSON, TENNESSEE 37055
TELEPHONE: 615.446.2221
FACSIMILE: 615.446.2232

June 14, 2022

*RULE 31 LISTED MEDIATOR - FAMILY
** RULE 31 LISTED MEDIATOR - GENERAL CIVIL

OF COUNSEL:
LISA LITTLETON HOLLEY

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

**RE: Town of Thompson's Station (Williamson County), Tennessee
SRF 2022-470
WWTP Expansion-Secondary Treatment Project**

Dear Madam/Sir:

I am the Town Attorney for Town of Thompson's Station (Williamson County), Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$10,400,000.

Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the Town of Thompson's Station furnish you with my opinion as to certain matters. It is my opinion that:

1. The Town of Thompson's Station, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the Town of Thompson's Station, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the Town of Thompson's Station, Tennessee, municipality; and

There is no litigation materially adversely affecting the Agreement or the financial condition of the Town of Thompson's Station, Tennessee, a municipality.

Sincerely,

REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

Kirk Vandivort



June 14, 2022

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
Attention: State Revolving Fund Loan Program
Rosa L Parks Ave, 12th Floor
Nashville, TN 37243

RE: Town of Thompson's Station (Williamson County), Tennessee
SRF 2022-470
WWTP Expansion-Secondary Treatment Project

Dear Madam/Sir:

We are the consulting engineers for the Town of Thompson's Station, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$10,400,000 to finance the above referenced project, you have requested that the Town of Thompson's Station furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the Town of Thompson's Station, Tennessee are sufficient based on a Rate Study dated June 12, 2021 to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated Project costs are reasonable; and
3. The estimated completion date of the Project will be September 30, 2024.

Sincerely,

Matthew Johnson, PE, Project Manager

Barge Design Solutions, Inc.

ATTACHMENT A

FEDERAL LAWS AND EXECUTIVE ORDERS

ENVIRONMENTAL:

Clean Air Act (Pub. L. 101-549, 42 U.S.C. § 7401, et seq.), as amended.

Endangered Species Act (Pub. L. 93-205, 16 U.S.C. § 1531, et seq.), as amended.

Environmental Justice, Executive Order 12898, 59 Fed. Reg. 7629 (1994), as amended.

Floodplain Management, Executive Order 11988 42 Fed Reg. 26951 (1977), as amended by Executive Order 12148, 44 FR 43239 (1979) (pertaining to Federal Emergency Management) and as further amended by Executive Order 13690, 80 FR 6425 (2015), as amended.

Protection of Wetlands, Executive Order 11990, 42 Fed Reg. 26961 (1977), as amended.

Farmland Protection Policy Act, (Pub. L. 97-98, 7 U.S.C. § 4201, et seq.), as amended.

Fish and Wildlife Coordination Act, (Pub. L. 85-624, 16 U.S.C. § 661 et seq.), as amended.

National Historic Preservation Act of 1966, (Pub. L. 113-287, 54 U.S.C. § 300101 et seq.), as amended.

Water Pollution Control Act of 1972, (Pub. L. 114-181, 33 U.S.C. § 1251 et seq.), as amended.

Safe Drinking Water Act (Title XIV of the Public Health Service Act, Pub. L. 93-523, 42 U.S.C. § 300f et seq.), as amended.

Wild and Scenic Rivers Act, (Pub. L. 90-542, 28 U.S.C. § 1271, et seq.), as amended.

Water Resources Reform and Development Act (WRRDA), (Pub. L. 113-121).

America's Water Infrastructure Act of 2018 (AWIA), (Pub. L. 115-270).

Archeological and Historic Preservation Act of 1974, (Pub. L. 86-523, 16 U.S.C. 469-469c), as amended

Improper Payment Elimination and Recovery Act of 2010, (31 U.S.C. § 3321 et seq.).

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, (Pub. L. 89-754, 42 U.S.C. § 3331, et seq.), as amended.

Inter-governmental Review of Federal Programs, Executive Order 12372, 47 Fed. Reg. 30959 (1982), as amended.

Procurement Prohibitions under Section 306 of the Clean Air Act, 42 U.S.C. § 7606, and Section 508 of the Clean Water Act, 33 U.S.C. § 1368, including Executive Order 11738, 38 Fed. Reg. 25161(1973) (Administration of Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants and Loans), as amended.

Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646, 42 U.S.C § 4601, et seq.), as amended.

Debarment and Suspension, Executive Order 12549, 51 Fed. Reg. 6370 (1986), as amended.

Kickbacks from Public Works Employees Prohibited, 18 U.S.C. § 874.

Requirements for Public Work Contractors to Comply with U.S. Dept. of Labor Regulations (Pub. L. 103-322, Title XXXIII, § 330016(1)(K), 40 U.S.C. § 3145), as amended.

Contract Work Hours and Safety Standards Act (Pub. L. 111-350, 40 U.S.C. § 3701, et seq.), as amended.

SOCIAL POLICY AUTHORITIES:

Age Discrimination in Employment Act (Pub. L 114-181, 29 U.S.C. § 621, et seq.), as amended.

Title VI of Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. § 2000d, et seq.), as amended, and related anti-discrimination statutes.

Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 U.S.C. § 701), as amended, and Executive Order 12250 (45 Fed. Reg. 72995 (1980)).

Equal Employment Opportunity, Executive Order 11246 [30 Fed. Reg. 12319, 12935 (1965)].

Executive Order 11375 (32 Fed. Reg. 14303 (1967)), and Executive Order 13672 (79 Fed. Reg. 42971 (2014)).

Women's and Minority Business Enterprise Executive Orders 11625 (36 Fed. Reg. 19967 ((1971)), 12138 (44 Fed. Reg. 29637 (1979)), and 12432 (48 Fed. Reg. 32551 (1983)).

Section 129 of Small Business Administration Reauthorization and Amendment Act (Pub. L. 100-590, 15 USC § 637), as amended.

ORDINANCE NO. 2021-005

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND ORDINANCE NOS. 07-016 AND 10-007 AND TITLE 18, CHAPTER 2 OF THE
THOMPSON'S STATION'S MUNICIPAL CODE REGARDING WASTEWATER SYSTEM
USER RATES**

WHEREAS, the Utility Board and Town Staff for the Town of Thompson's Station is recommending based on a report from the Municipal Technical Assistant Services (MTAS) an amendment to certain provisions of the Town's Ordinance Nos. 07-016 and 10-007 and Subsection 18-203 of Title 18, Chapter 2 of the Municipal Code for the Town of Thompson's Station, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of amendments to Ordinance Nos. 07-016 and 10-007 and Subsection 18-203 of Title 18, Chapter 2 as proposed herein to remove the maximum monthly residential sewer fee of user rate of \$55.00.

WHEREAS, the Board of Mayor and Alderman understand there exist growth in the population of the Town, and further, understand the occurrence of expansion of development to accommodate that growth in population, and further recognize a greater demand for wastewater treatment needs as a result of the growth and expansion; and

WHEREAS, the Board of Mayor and Alderman further have for consideration an increase of wastewater user rates to a base rate of \$29.00 and a uniform cost per gallon of 1,000 gallons of sewer set at \$8.10, effective starting July 1, 2022. Additionally, there would be a bi-annual review starting on or about January 1, 2023, for the purpose of consideration of the need for a rate increase based on the evaluation of the operational expense and associated cost of the regional treatment facility.

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to amend the language of Ordinance No. 07-016, Section 3 and Ordinance No. 10-007, Section 2, to remove the language of the use of "Residential and Nonresidential uses: 107.5 % of water fees and Maximum Residential Maximum Residential Fee: \$55.00" and of the "Maximum Monthly Residential Fee: \$55.00"; respectively, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of Town to amend the current language in Subsection 18-203 of Title 18, Chapter 2, entitled, "Maximum Residential Fee" in its entirety and replace with the language as provided hereinafter; and

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

Section 1. That the Town of Thompson's Station's Ordinance No. 07-016, Section 3, and Ordinance No. 10-007, Section 2 is amended, as provided hereinafter, and Subsection 18-203 of Title 18, Chapter 2 is amended with replacement language as provided hereinafter.

Section 2. That Ordinance No.07-016, Section 3, entitled "Maximum Residential Fee" be struck in its entirety.

Section 3. That Ordinance No. 10-007, Section 2, *User Rates*, is amended by striking the below language from the Ordinance:

Maximum Monthly Residential Fee: \$55.00

Section 4. That Title 18, Chapter 2, Subsection 18-203 is amended to remove the following language and to insert replacement language as provided:

Maximum residential fee: The maximum monthly sewer fee that will be assessed against one residential structure shall be fifty-five dollars (\$55.00). This maximum fee shall not apply to multi-unit structures, multi-family residences, multiple structures on the same property or any other circumstances where residential structures represents more than one (1) residential unit. (Ord. #07-016, Jan.2008)

Replacement language as follows:

Residential and Nonresidential User Rates:

Residential and Nonresidential wastewater user rates shall be set as follows:

A base rate is set at the amount of \$29.00 per user.

A uniform cost per 1,000 gallons of sewer used is set at a rate of \$8.10 per 1,000 gallons.

The rates shall be effective starting July 1, 2022. Additionally, there shall be a bi-annual review starting on or about January 1, 2023, for the purpose of consideration of the need for a rate increase based on the evaluation of the operational expense and associated cost of the regional treatment facility.

Section 5. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

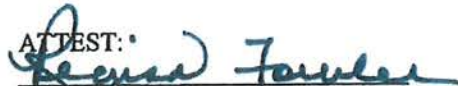
Section 6. If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 7. This ordinance shall take effect upon the final reading as prescribed in the ordinance and approval by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the 9th day of March, 2021.


Corey Napier, Mayor

ATTEST:


Regina Fowler, Town Recorder

Passed First Reading: February 9, 2021

Passed Second Reading: 3-9-2021

APPROVED AS TO FORM AND LEGALITY:


Town Attorney

RESOLUTION NO. 2022-019

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
APPROVING AND ADOPTING THE POLICY OF NONDISCRIMINATION UNDER
TITLE VI, A LIMITED ENGLISH PROFICIENCY PLAN UNDER TITLE VI, AND
PROCEDURES FOR REVIEW OF TITLE VI COMPLAINTS**

WHEREAS, the Town of Thompson's Station desires to adopt policies and procedures to be in compliance with State and Federal law under Title VI of the Civil Rights Act of 1964 and Civil Rights Restoration Act of 1987; and

WHEREAS, the Town of Thompson's Station recognizes the need to approve and adopt the Title VI policies and procedures as stated and attached hereto as **Exhibit A**; and

WHEREAS, the Town of Thompson's Station recognizes the need to approve and adopt the Limited English Proficiency Plan pursuant to Title VI, as stated and attached hereto as **Exhibit B**; and

WHEREAS, the Town of Thompson's Station recognizes the need to approve and adopt the policy and procedures for review of complaints under Title VI, as stated and attached hereto as **Exhibit C**; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to adopt and approve the attached Exhibits A, B, and C as the policies of the Town of Thompson's Station related to Title VI of the Civil Rights Act of 1964 and Civil Rights Restoration Act of 1987 to ensure compliance with State and Federal law;

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

The Town of Thompson's Station does adopt and approve the attached (**Exhibit "A"**) as the Title VI policy of nondiscrimination;

The Town of Thompson's Station does adopt and approve the attached (**Exhibit "B"**) as the policy regarding the Limited English Proficiency Plan under Title VI;

The Town of Thompson's Station does adopt and approve the attached (**Exhibit "C"**) as the policy regarding the review of complaints under Title VI;

The Town of Thompson's Station does authorize the Mayor to execute documents as necessary to implement the aforementioned adopted and approved policies on behalf of the Town.

RESOLVED AND ADOPTED this 14th day of June, 2022.

Corey Napier, Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

TOWN OF THOMPSON'S STATION

Title VI Policy

The Town of Thompson's Station complies with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which states that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Any person who believes that discrimination has occurred by the Town of Thompson's Station on the basis of race, color or national origin, including limited English proficiency (LEP), in violation of Title VI may file a written complaint with the Tennessee Human Rights Commission. Complaints must be filed within 180 days of the alleged discriminatory act. Complaints may also be filed with the state or federal agency involved, or the United States Department of Justice. For more information, please contact the Tennessee Human Rights Commission.

THE TOWN OF THOMPSON'S STATION

1550 Thompson's Station Road West, Thompson's Station, TN 37179

(615) 794-4333 Fax: (615) 794-3313

TITLE VI COMPLIANCE PROGRAM

THE TOWN OF THOMPSON'S STATION LIMITED ENGLISH PROFICIENCY (LEP) POLICY

The Town of Thompson's Station will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The policy of The Town of Thompson's Station is to ensure meaningful communication with persons that experience LEP and their authorized representatives. This policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights and consent forms. [Review factors found in State of Tennessee Title VI Policy Guidance # 11-02 and U.S. Department of Justice Guidance on LEP dated June 18, 2002 to determine applicability of written translation requirements]. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served.

Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

The Town of Thompson's Station will conduct a regular review of the language access needs of our service population, as well as update and monitor the implementation of this policy and these procedures, as necessary.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The Town of Thompson's Station will promptly identify the language and communication needs of the LEP person. If necessary, staff will use a language identification card (or "I speak cards") or posters to determine the language. In addition, when records are kept of past interactions with individuals or their family members, the language used to communicate with LEP person will be included as [part of the record].

2. OBTAINING A QUALIFIED INTERPRETER

Town Administrator at (615)-794-4333 is/are responsible for:

EXHIBIT B

- (a) Maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual staff (provide the list, if applicable);
- (b) Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- (c) Obtaining an outside interpreter if a bilingual staff interpreter is not available or does not speak the needed language.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the department or agency. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as a n interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children (e.g., persons under the age of 18) will not be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

[Review factors found in State of Tennessee Title VI Policy Guidance #11-02 and U.S. Department of Justice Guidance on LEP dated June 18, 2002 to determine applicability of written translation requirements.]

- (a) When translation of vital documents is needed, each division or unit in The Town of Thompson's Station will submit documents for translation into frequently encountered languages to Town Administrator. Original documents being submitted for translation will be in final, approved form.
- (b) The Town of Thompson's Station will set benchmarks for translation of vital documents into additional languages over time.

4. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, The Town of Thompson's Station will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, The Town of Thompson's Station will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, equipment used for the delivery of language assistance, complaints filed by LEP persons, and feedback from the public and community organizations.

TOWN OF THOMPSON'S STATION
TITLE VI COMPLAINTS OF DISCRIMINATION
PROCESS AND PROCEDURES

Title VI complaints must be submitted *in writing, signed, and submitted within 180 calendar days of the alleged discriminatory act.* The complaint may be filed with the allegedly discriminating agency, the Tennessee Human Rights Commission (THRC), the relevant state agency, or the relevant federal agency.

The following information should be included in a Title VI complaint:

- The name, address, and telephone number of the complaining party. **The complaint must be signed and filed within 180 calendar days of the alleged discriminatory act.** If you are filing on behalf of another person, include your name, address, telephone number and your relation to that person (for example: friend, attorney, parent, etc.).
- The name and address of the agency, institution, or department alleged to have committed the discriminatory act.
- How, why, and when the discriminatory act(s) occurred. Please include as much background information as possible about the alleged acts of discrimination. Include names of individuals involved in the discrimination, if you know them, as well as any other relevant information.
- The names, addresses, and phone numbers of any witnesses, if known, that the investigating agency may contact for additional information to support or clarify your allegations.
- The complaint should be sent to the [TOWN OF THOMPSON'S STATION - TITLE VI COORDINATOR, (Town Administrator); at 1550 Thompson's Station Road West, Thompson's Station, TN 37179].
- The Tennessee Human Rights Commission's (THRC) Title VI Compliance Program will be notified of any complaints within ten (10) business days of receipt.

DISCLAIMER: Please do not submit confidential information, such as your Social Security Number, Driver's License number, or birthdate with your Title VI Complaint.

Upon receipt of the complaint, the Town of Thompson's Station's - Title VI staff will evaluate jurisdiction, the need for additional information, and investigate the merit of the complaint. If the complaint is filed by an internal party, the Town of Thompson's Station, does not have jurisdiction and will forward it to the appropriate agency having jurisdiction to review it.

If the Town of Thompson's Station has jurisdiction to investigate, the Town of Thompson's Station will investigate the complaint and notify parties of the final decision in writing. If the investigation indicates that a violation did not occur, the Town of Thompson's Station will notify the parties of the final decision in writing.

EXHIBIT C

If complainant is not satisfied with the results of the investigation, the complainant may appeal to the appropriate Federal agency.

Complainants also have the option to file a complaint directly with THRC or the appropriate Federal agency within 180 days of the alleged discrimination. THRC may be reached by phone at (615) 741-5825 or toll free at 1(800) 251-3589 or at:

William R. Snodgrass Tennessee Tower
312 Rosa L Parks Ave, 23rd Floor
Nashville, TN 37243

For more information regarding the Town of Thompson's Station's Title VI program, please contact:

Title VI Coordinator:

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



DATE: June 7, 2022

TO: BOMA

FROM: Micah Wood, AICP Planning Director
Will Owen, Town Engineer
Andrew Mills, Town Attorney

SUBJECT: Item 7 – Tollgate Infrastructure

The Forbearance Agreement between the Town and MBSC specified all work on the required public improvements in the Tollgate Subdivision was to be completed by June 1. On May 20, 2022, Town Engineer Will Owen, provided a memo for the Planning Commission and BOMA to outline the progress to-date from a site observation conducted on May 10, 2022. In his memo, the Town Engineer noted that 67% of the dollar value of the work has been completed and that approximately 87% of the punchlist items have been completed. As of June 2, there are still outstanding items to be completed in Tollgate that are the responsibility of MBSC.

In accordance with the terms of the Forbearance Agreement, on June 2, the Town Attorney asked the Town Engineer to prepare a final assessment of work that is incomplete. As of the writing of this memo, that assessment is on-going and will be provided to the BOMA as soon as it is completed.

This agenda item is provided to allow the BOMA to discuss the status of the work completed to-date and a possible short-term extension to the Forbearance Agreement. In Staff's analysis, the fastest path to returning the Tollgate neighborhood, and especially those along Americus Drive, to working order is to let the developer complete their obligation to finish all required public improvements. The developer has noted that all work can be completed within the month of June. Therefore, Staff recommends a short-term extension of the Forbearance Agreement with MBSC until July 1.

ATTACHMENTS

Town Engineer Memo 5-20-22



P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

May 20, 2022

Mr. Micah Wood
Town of Thompson's Station
1550 Thompson's Station Road West
Thompson's Station, Tennessee 37179

**RE: TOLLGATE VILLAGE – PUNCH LIST PROGRESS UPDATE
G&M FILE #1402-01**

Mr. Wood,

On May 10, 2022, Bryan King and I conducted a site observation visit at Tollgate Village for the purpose of documenting the progress that had been made to date on the punch list items for Sections 1 through 17 and 33 of Tollgate Village.

You may recall, we provided the Town with an engineer's estimate of the punch list items that were outstanding as of **November 30, 2021**. That estimate totaled **\$857,180**.

Our engineer's estimate of the remaining punch list items as of May 10, 2022 is \$286,700.

That equates to approximately **67%** of the dollar value of the work being completed as of May 20, 2022. Attachment A shows the breakdown comparison of the estimates for each section.

Also attached are the marked-up punch lists for each section (Attachment B) with the items that have been completed marked through in red. Please note there were a total of **142** punch list items that were outstanding when we compiled our engineer's estimate on **November 30, 2021**.

As of **May 10, 2022**, there were **19** punch list items that have not been fully completed.

From an item completion standpoint, that would equate to approximately **87%** of the punch list items having been completed as of May 10, 2022.

If you have any questions or concerns about this project, please do not hesitate to contact me at (615) 895-8221.

Sincerely,
GRIGGS & MALONEY, INC.

Will Owen, P.E.

Attachment A - Engineer's estimate of remaining work on Tollgate Village punch list items

Section	Type	Amount	Bond / LOC #	Financial Institution	11/29/2021 Engineer Estimate of Remaining Work	5/10/2022 Engineer Estimate of Remaining Work	% Complete
1-11	RDEC & Sewer Maint.	\$100,000	230	Triumph Bank / Metropolitan	\$ 76,880.00	\$ 8,800.00	89%
6 & 33	RDEC	\$10,000	CASH BOND	Remitter: MBSC TN	\$ 500.00	\$ -	100%
12A	RDEC Maint.	\$25,200	224	Triumph Bank	\$ -	\$ -	
12B	RDEC Maint.	\$43,000	226	Triumph Bank	\$ 2,700.00	\$ 500.00	81%
13A	RDEC Maint.	\$86,000	228	Triumph Bank	\$ 12,800.00	\$ 10,000.00	22%
13B	RDEC	\$25,000	PB120380000012	Philadelphia Indemnity Ins. Co. (BB&T)	\$ 100.00	\$ -	100%
13C	RDEC	\$126,000	PB120380000010	Philadelphia Indemnity Ins. Co. (BB&T)	\$ 1,800.00	\$ -	100%
14A	RDEC	\$165,000	PB120380000014	Philadelphia Indemnity Ins. Co. (BB&T)	\$ 298,100.00	\$ 100,000.00	66%
14B	RDEC	\$175,000	PB120380000015	Philadelphia Indemnity Ins. Co. (BB&T)	\$ 189,600.00	\$ 80,000.00	58%
15	RDEC	\$356,000	231	Triumph Bank	\$ 187,800.00	\$ 34,500.00	82%
16A	RDEC	\$456,000	259	Triumph Bank	\$ -	\$ -	
17	RDEC	\$380,000	248	Triumph Bank	\$ 86,900.00	\$ 52,900.00	39%

TOTALS	\$ 857,180.00	\$ 286,700.00	67%
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Attachment B



Memorandum

TO: FROM: Randy Moore

DATE: January 18, 2022 (Revised 2-14-2022)

REFERENCE: TOLLGATE VILLAGE
Sections 1-7 and 10-17

JOB NUMBER: 10-081/9260

Note: Reference Punchlist prepared April 8, 2019, and Revised 4-20-2021

Summary of Punchlist Items (Revised 4-20-21)

- **Item added to summary 2-14-22**

Concur Section 1 : Complete

Concur Section 2: Complete

Section 3: Item #26, Intersection of Americus Drive and Tollgate Boulevard install H.C. Ramp and bring brick pavers to grade. **All utility boxes in paver areas to be lowered so they are flush with surrounding pavers.**

Concur Section 4: ~~Item #18, 3628 Wareham Drive (alley) install asphalt berm for drainage diversion to existing structure as per plan (coordinate with Town Inspector).~~
~~Item #19, 3080 Americus Drive (alley) mill and pave asphalt area as marked approximately 16' x 22'.~~
~~Item #20, 3613 Wareham Drive mill and pave asphalt area as marked approximately 12' x 24'.~~

Section 5: ~~Item #3, 1005 Rochelle Lane mill and pave asphalt area as marked approximately 12' x 24'.~~
~~Item #6, 1013 1017 Rochelle Lane mill and pave asphalt area as marked 2 at approximately 12' x 24'.~~
~~Item #7, mill and pave asphalt area as marked approximately 12' x 16'.~~
~~Item #20, 1089 Rochelle Lane in curve at asphalt trail clean curb cuts, provide positive drainage, stabilize swale with rip rap.~~

Punch list item #15 still needs attention, concur with remaining items shown hereon

- ~~Item #15. 3601 Wareham Drive (near alley) replace approximately 28 LF of curb and gutter.~~



Sections 6
and 7:

~~Concur, except item #3 has since been adequately addressed~~

~~Item #3, 2013 Bungalow Drive saw cut and remove broken asphalt approximately 2' x 6' and pave.~~

~~Item #5, 2051 Bungalow Drive saw cut, and pave approximately 1' x 6' area.~~

Item #10, Newark Lane from Newark Court entire length seal cracks in asphalt, coordinate with Town Inspector

Item #12, 3001 Americus Drive (Newark Lane) replace asphalt areas as marked approximately 27' x 14' and 16' x 6'.

Concur Section 10:

Item #1, intersection of Millerton Way and Somers Lane fill cracks in asphalt as required Coordinate with Town Inspector.

~~Item #2, 3013 Millerton Way replace approximately 6 l.f. of curb and gutter, backfill drainage structure, grout brick risers inside, remove inlet protection.~~

~~Item #4, 3834 Somers Lane replace one section of concrete sidewalk marked SW1. (two sections)~~

Section 11:

~~Punch list item #10 still needs attention, concur with remaining items shown hereon~~

~~Item #3, 3660 Wareham Drive repair (fall-out area) in roadway, replace asphalt area as marked approximately 6' x 12'.~~

~~Item #6, 3873 Somers Lane replace two sections of sidewalk marked SW2.~~

~~Item #7, 3833 Somers Lane replace four sections of sidewalk marked SW3.~~

~~Item #8, 3813 Somers Lane replace one section of sidewalk marked SW4.~~

~~Item #9, 3801 Somers Lane replace one section of sidewalk marked SW5.~~

~~Item #12, 3801 Somers Lane (at alley) replace handicap ramp marked SW6.~~

- ~~Item #10. Intersection of Somers Lane and Ashmore Drive replace cracked portion of handicap ramp.~~

~~Punch list item #13 still needs attention, concur with remaining items shown hereon~~

Section 12:

~~Item #9, 3202 Natoma Circle (alley) remove inlet protection from structure.~~

Item #12, 2932 Americus Drive (alley) fill asphalt cracks.

- ~~Item #13. 2896 Americus Drive (alley) replace 2 l.f. post curb at return, 10 l.f. post curb in alley return.~~

Concur Section 13A:

~~Item #1, 3057 Millerton Way (across street) replace 7 l.f. of curb and gutter, 3 l.f. of curb and gutter and 2 l.f. of curb and gutter as marked.~~

Item #2, install sidewalk in open space at Wareham Drive and Hazelton Drive intersection as per plan.

~~Item #6, 3149 Hazelton Drive replace two 5' sections of sidewalk as marked.~~

~~Item #7, 3049 Millerton Way replace two 5' sections of 5' sidewalk and 16 l.f. of curb and gutter.~~

Concur Section 13B:

~~Item #1, 3791 Wareham Drive at alley intersection replace 10 l.f. of post transition curb.~~

Concur Section 13C:

~~Item #1, 3061 Millerton Way at alley replace 11 l.f. and 16 l.f. of curb and gutter as marked.~~

Item #2, 3076 Millerton Way remove accessible ramp replace/repair curb as required, replace 3 l.f. of curb

Done but need to backfill behind new curb section



Significant work is currently being conducted in 14A and 14B but has not progressed to completion yet.

TOLLGATE VILLAGE
January 18, 2022
(Revised 2-14-2022)
Memorandum

Section 14A: All Items **Concur, except items 3, 6, & 7 have since been adequately addressed.**

Section 14B: All items **Concur, except items 12, 16, 17, 18, 19, 20, 22, 23, 24, 25 have since been adequately addressed.**

~~Section 15:
Concur, except
item #23 has since
been adequately
addressed~~

~~Item #1, install truncated domes at all accessible ramps
Item #8, detention area, mow, remove sediment and stabilize pond floor and outlet area.~~

~~Item #18, 3379 Vinemont Drive replace three 5' sections of sidewalk.~~

~~Item #22, replace full width asphalt alley section adjust/reset castings as necessary to provide positive drainage Vinemont Alley 3276- 3200.~~

~~Item #23, Willmore Drive and alley intersection replace 6 l.f. of curb and gutter.~~

~~Item #49, replace storm grate and Delmar and alley 3200 Vinemont replace one section of sidewalk and curb returns~~

~~Item #50, 3433 Milford replace 11 l.f. of post curb at sidewalk.~~

~~Item #51, 3428 Milford replace 8 l.f. of curb and gutter on Wilmore.~~

Complete except final asphalt surface

Concur Section 16A: Complete

Section 17: ~~Item #2, complete open space areas as per approved construction documents (sidewalks etc.).~~

~~Punch list item #25 still needs attention, concur with remaining items shown hereon~~

~~Item #6, northerly open space area install sidewalk, back fill behind curbs and ensure positive drainage of open space.~~

~~Item #11, mow and clean pond.~~

~~Item #13, 2189 Maytown Circle replace one 5' section of sidewalk, match grade with remaining sections.~~

~~Item #26, complete sidewalk backfill behind curbs and ensure positive drainage in southern open space area.~~

~~Item #30, 2000 Rockhurst Drive replace 3-5' sections of sidewalk at accessible ramp.~~

~~Item #31, 2125 Maytown Circle add accessible ramp as per plan~~

~~Item #32, 2113 Maytown Circle replace one 5' section of sidewalk.~~

~~Item #36, 2016 Rockhurst Drive replace one section of sidewalk on Maytown Circle.~~

~~Item #25 Lot 1775 Maytown Circle replace 17 l.f. of curb and gutter, replace 3 l.f. of curb and gutter at accessible ram~~

Per developer's engineer, the north entrance to Tollgate off Columbia Pike has the following punch list items that are being required by TDOT as a part of the TDOT permit for the street connection to Columbia Pike:

- Install final asphalt paving surface with the following noted:
 - 1) No stop bar
 - 2) No single white line before stop bar per TDOT drawings
 - 3) Adjust water cover (box) to be flush with final asphalt surface
 - 4) Right turn symbol
 - 5) Right turn symbol

Monthly Finance Report

Town of Thompsons Station

For the period ended May 31, 2022



Prepared by

Steve Banks, Finance Director

Prepared on

June 10, 2022

Town of Thompson's Station

	Actual	Revised	%	%
	YTD 05/31/2022	Budgeted	Budget	Remaining
		FY 2021-2022		
GENERAL FUND				
All Revenue sources	\$ 5,861,056	\$ 4,695,899	124.8%	-24.8%
LESS:				
Administrative Expenditures	\$ 836,956	\$ 1,049,479	79.7%	20.3%
Community Development Expenditures	\$ 337,382	\$ 590,409	57.1%	42.9%
Public Works Department	\$ 261,895	\$ 374,991	69.8%	30.2%
Park Expenditures	\$ 20,410	\$ 45,100	45.3%	54.7%
Total Debt Service	\$ 1,318,169	\$ 1,362,452	96.7%	3.3%
Capital Improvement Projects	\$ 881,957	\$ 3,046,988	28.9%	71.1%
Fund Increase (Decrease)	\$ 2,204,287	\$ (1,773,521)		
STATE STREET AID				
Gas Tax Revenues	\$ 230,252	\$ 184,000	125.1%	-25.1%
LESS:				
Road and Street Expenditures	\$ 40,184	\$ 129,400	31.1%	68.9%
Capital Improvement Projects - Roads	\$ 108,272	\$ 187,292	57.8%	42.2%
Fund Increase (Decrease)	\$ 81,796	\$ (132,692)		
WASTEWATER FUND				
Total Wastewater Revenues	\$ 1,544,295	\$ 1,508,066	102.4%	-2.4%
LESS:				
Operating Expenses	\$ 1,192,839	\$ 1,419,755	84.0%	16.0%
Net Income (Loss)	\$ 351,456	\$ 88,311		
Total Effluent Development Fees	\$ 700,606	\$ 847,508	82.7%	17.3%
Loan Proceeds		\$ 11,000,000	0.0%	100.0%
Capital Improvement Plan/Projects costs	\$ 151,986	\$ 11,750,500	1.3%	98.7%
Net Fund Increase (Decrease)	\$ 900,076			

Town of Thompson's Station

	3/31/2022	4/30/2022	5/31/2022
GENERAL FUND			
Checking	\$ 5,035,641	\$ 4,827,280	\$ 4,817,162
Savings	\$ 7,678,669	\$ 6,900,760	\$ 6,901,081
Reserve	\$ (1,044,667)	\$ (1,045,104)	\$ (1,045,326)
Total Cash	\$ 11,669,643	\$ 10,682,936	\$ 10,672,918
Add:			
Accounts Receivable	\$ -	\$ -	\$ -
Less:			
Accounts Payable	\$ 211,557	\$ 12,165	\$ -
Due To WW	\$ 480,622	\$ 539,583	\$ 530,909
Outstanding Purchase Orders	\$ 2,104,007	\$ 1,690,213	\$ 1,690,213
Loans	\$ 1,390,600	\$ 120,229	\$ 120,229
Total Available Funds	\$ 7,482,857	\$ 8,320,746	\$ 8,331,567

WASTEWATER FUND			
Checking	\$ 890,068	\$ 945,893	\$ 1,013,667
Savings	\$ 4,443,317	\$ 4,443,386	\$ 4,443,457
Reserve	\$ (708,998)	\$ (708,997)	\$ (708,996)
Total Cash	\$ 4,624,387	\$ 4,680,282	\$ 4,748,128
Add:			
Accounts Receivable	\$ 171,366	\$ 175,909	\$ 193,808
Due from GF	\$ 480,622	\$ 539,583	\$ 553,509
Less:			
Accounts Payable	\$ 6,987	\$ 8,256	\$ -
Customer Deposits	\$ 67,625	\$ 68,975	\$ 70,625
Reservation Deposits	\$ 1,800,567	\$ 1,800,568	\$ 1,800,569
Outstanding Purchase Orders	\$ 430,266	\$ 415,425	\$ 415,425
Loans	\$ 129,403	\$ 120,144	\$ 110,884
Total Available Funds	\$ 2,841,527	\$ 2,982,405	\$ 3,097,942

Town of Thompsons Station - General Fund
Expenditures by Dept
July 2021 - May 2022

	Com Dev	Public Works	Admin	Parks	CIP	SSA	TOTAL
Expenditures							
43100 Total Payroll Costs							
41110 Payroll Expense	196,677.39	179,549.03	175,572.64				551,799.06
41141 Payroll Taxes - FICA	12,543.25	11,389.30	18,590.15				42,522.70
41142 Payroll Taxes - Medicare	2,482.70	2,286.92	4,119.79				8,889.41
41147 Payroll Taxes - SUTA	162.74	375.19	419.60				957.53
41289 Employee Retirement Expense	9,216.56	8,551.43	13,383.21				31,151.20
41514 Insurance - Employee Medical			104,643.88				104,643.88
Total 43100 Total Payroll Costs	\$ 221,082.64	\$ 202,151.87	\$ 316,729.27	\$ 0.00	\$ 0.00	\$ 0.00	\$ 739,963.78
43200 Total Streets and Roads							
41264 Repairs & Maint - Vehicles	1,128.85	1,186.54					2,315.39
41268 Repairs & Maint-Roads, Drainage		11,989.12					11,989.12
41269 SSA - Street Repair Expense						38,283.51	38,283.51
41270 Vehicle Fuel & Oil Expense	298.87	22,418.81					22,717.68
Total 43200 Total Streets and Roads	\$ 1,427.72	\$ 35,594.47	\$ 0.00	\$ 0.00	\$ 0.00	\$ 38,283.51	\$ 75,305.70
43300 Total Professional Fees							
41252 Prof. Fees - Legal Fees			197,335.50				197,335.50
41253 Prof. Fees - Auditor			13,855.25				13,855.25
41254 Prof. Fees-Consulting Engineers	41,472.04						41,472.04
41259 Prof. Fees - Other	54,390.04		1,000.00				55,390.04
Total 43300 Total Professional Fees	\$ 95,862.08	\$ 0.00	\$ 212,190.75	\$ 0.00	\$ 0.00	\$ 0.00	\$ 308,052.83
43400 Total Operating Costs							
41211 Postage, Freight & Express Chgs	36.90		723.51				760.41
41231 Publication of Legal Notices			2,814.10				2,814.10
41235 Memberships & Subscriptions			12,322.91				12,322.91
41241 Utilities - Electricity		1,790.17	11,496.12	1,931.43		1,900.04	17,117.76
41242 Utilities - Water		301.66	2,907.06	1,355.22			4,563.94

	Com Dev	Public Works	Admin	Parks	CIP	SSA	TOTAL
41244 Utilities - Gas			1,980.48				1,980.48
41245 Telecommunications Expense	394.97	109.99	14,760.13				15,265.09
41255 Software subscription/maint	5,567.45		9,386.78				14,954.23
41260 Repairs & Maint WW							0.00
41265 Parks & Rec. Expense				17,123.30			17,123.30
41266 Repairs & Maint - Bldg	400.00	21,624.62	15,676.86				37,701.48
41280 Travel Expense			2,713.65				2,713.65
41285 Continuing Education Expense	6,445.88	150.00	1,756.04				8,351.92
41300 Economic Development Expense			1,700.50				1,700.50
41311 Office Expense	5,164.39	171.82	28,154.91				33,491.12
41312 Small Equipment			6,090.05				6,090.05
41511 Insurance - Property			18,318.00				18,318.00
41512 Insurance - Workers Comp.			15,404.00				15,404.00
41513 Insurance - Liability			20,473.00				20,473.00
41515 Insurance - Auto			2,197.00				2,197.00
41516 Insurance - E & O			5,601.00				5,601.00
41691 Bank Charges			304.19				304.19
42100 Permits and Fees	1,000.00		126.00				1,126.00
Total 43400 Total Operating Costs	\$ 19,009.59	\$ 24,148.26	\$ 174,906.29	\$ 20,409.95	\$ 0.00	\$ 1,900.04	\$ 240,374.13
43500 Total County Services							
41291 Animal Control Services			8,130.00				8,130.00
41720 Donations			25,000.00				25,000.00
41800 Emergency Services			100,000.00				100,000.00
Total 43500 Total County Services	\$ 0.00	\$ 0.00	\$ 133,130.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 133,130.00
43600 Total Interest Expense							
41633 Interest Expense - Note Payable			16,820.00				16,820.00
Total 43600 Total Interest Expense	\$ 0.00	\$ 0.00	\$ 16,820.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 16,820.00
49030 Debt Service			1,301,349.05				1,301,349.05
49900 Total Capital Improvement Costs							
41940 Capital Projects							
Approved Budget Capital Expenditures					89,735.92		89,735.92
Critz Lane Phase 1					562,604.38		562,604.38

	Com Dev	Public Works	Admin	Parks	CIP	SSA	TOTAL
Maint Equipment					4,200.00		4,200.00
Park Improvements					126,224.00		126,224.00
Road Improvements					99,192.56	106,029.79	205,222.35
SSA CIP						2,242.00	2,242.00
Total 41940 Capital Projects	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 881,956.86	\$ 108,271.79	\$ 990,228.65
Total 49900 Total Capital Improvement Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 881,956.86	\$ 108,271.79	\$ 990,228.65
Total Expenditures	\$ 337,382.03	\$ 261,894.60	\$ 2,155,125.36	\$ 20,409.95	\$ 881,956.86	\$ 148,455.34	\$ 3,805,224.14
CHANGE IN POSITION	-\$ 337,382.03	-\$ 261,894.60	-\$ 2,155,125.36	-\$ 20,409.95	-\$ 881,956.86	-\$ 148,455.34	-\$ 3,805,224.14
NET CHANGE IN POSITION	-\$ 337,382.03	-\$ 261,894.60	-\$ 2,155,125.36	-\$ 20,409.95	-\$ 881,956.86	-\$ 148,455.34	-\$ 3,805,224.14

Town of Thompson's Station - General Fund Statement of Activity

July 2021 - May 2022

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022
Revenues								
34100 Total Property Tax Revenues								
31111 Real Property Tax Revenue	2,353	21	116		4,754	13,742	250,913	28,821
Total 34100 Total Property Tax Revenues	\$ 2,353	\$ 21	\$ 116	\$ 0	\$ 4,754	\$ 13,742	\$ 250,913	\$ 28,821
34200 Total Sales Tax Revenues								
31610 Local Sales Tax - Trustee	146,675	152,033	147,293	160,526	153,634	220,463	178,589	256,362
31810 Adequate School Facilities Tax	6,441	5,417	4,449		12,616	14,413	6,331	6,502
32260 Business Tax Revenue	4,507	2,485	23,916	2,466	830	65	813	768
33320 TVA Payments in Lieu of Taxes					19,489		19,369	
33510 Local Sales Tax - State	44,830	47,749	44,197	65,482	67,313	67,667	70,183	82,523
Total 34200 Total Sales Tax Revenues	\$ 202,453	\$ 207,684	\$ 219,855	\$ 228,473	\$ 253,883	\$ 302,608	\$ 275,284	\$ 346,155
34300 Total Gas Tax Revenues								
33552 State Streets & Trans. Revenue	782	782	782	1,143	1,143	1,143	1,143	1,143
33553 SSA - Motor Fuel Tax	7,943	8,217	7,745	11,866	11,503	11,095	11,140	11,447
33554 SSA - 1989 Gas Tax	1,266	1,265	1,269	1,866	1,729	1,764	1,743	1,735
33555 SSA - 3 Cent Gas Tax	2,345	2,344	2,351	3,458	3,204	3,268	3,229	3,215
33556 SSA - 2017 Gas Tax	3,973	4,141	3,861	5,960	5,824	5,571	5,587	5,785
Total 34300 Total Gas Tax Revenues	\$ 16,309	\$ 16,749	\$ 16,008	\$ 24,295	\$ 23,404	\$ 22,841	\$ 22,842	\$ 23,326
34400 Total Building/Impact Fees								
32200 Building Permits	32,369	35,577	45,982	27,957	29,736	42,255	24,317	54,147
32230 Submittal & Review Fees	9,070	250			250	1,536		250
32300 Impact Fees	47,383	35,930	75,453	53,817	53,895	46,709	25,151	213,158
Total 34400 Total Building/Impact Fees	\$ 88,822	\$ 71,757	\$ 121,435	\$ 81,774	\$ 83,881	\$ 90,500	\$ 49,468	\$ 267,555
34500 Total Alcohol Tax Revenues								
31710 Wholesale Beer Tax	12,211	10,808	16,904	11,897	9,685	10,318	11,285	6,902
31720 Wholesale Liquor Tax	1,742	1,610	2,270	1,565	1,971	2,460	457	1,551
32000 Beer Permits	350		100	350	300	400	100	
33535 Mixed Drink Tax	1,080	1,467	1,294	10,696	4,389	4,055	1,056	1,113
Total 34500 Total Alcohol Tax Revenues	\$ 15,383	\$ 13,885	\$ 20,568	\$ 24,507	\$ 16,344	\$ 17,233	\$ 12,899	\$ 9,566

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022
41252 Prof. Fees - Legal Fees		16,940	20,160	23,440	17,460	19,400	16,680	25,373
41253 Prof. Fees - Auditor			3,000		7,000	2,828		1,028
41254 Prof. Fees-Consulting Engineers	14,368			12,786		3,331		10,987
41259 Prof. Fees - Other	400				5,293	10,479	5,646	
Total 43300 Total Professional Fees	\$ 14,768	\$ 16,940	\$ 23,160	\$ 36,226	\$ 29,753	\$ 36,037	\$ 22,326	\$ 37,387
43400 Total Operating Costs								
41211 Postage, Freight & Express Chgs			63	116	130		116	
41231 Publication of Legal Notices	1,386		489					63
41235 Memberships & Subscriptions		2,259		1,036	378		497	7,796
41241 Utilities - Electricity	994	1,104	1,121	970	931	1,117	1,000	1,258
41242 Utilities - Water	210	384	635	575	761	184	552	173
41244 Utilities - Gas	84	84	84	84	85		326	
41245 Telecommunications Expense	1,004	1,004	1,004	5,137	1,004	1,004	1,332	1,074
41255 Software subscription/maint	4,224	758	1,789	782	918		918	913
41260 Repairs & Maint WW							70	
41265 Parks & Rec. Expense	1,132	500	554	5,950	2,484	1,970	712	500
41266 Repairs & Maint - Bldg	2,890	2,966	4,924	3,410	4,531	4,915	3,882	2,361
41280 Travel Expense		80		322				2,299
41285 Continuing Education Expense	210	249	369	2,040			405	1,210
41300 Economic Development Expense	798							903
41311 Office Expense	5,090	2,134	2,383	5,140	2,064	4,887	3,527	1,104
41312 Small Equipment	503	1,444	503	21	1,249	925	508	103
41511 Insurance - Property	18,318							
41512 Insurance - Workers Comp.	14,217				1,187			
41513 Insurance - Liability	22,223		-1,750					
41515 Insurance - Auto	2,197							
41516 Insurance - E & O	5,601							
41691 Bank Charges						137	104	
42100 Permits and Fees				1,000				
Total 43400 Total Operating Costs	\$ 81,082	\$ 12,967	\$ 12,168	\$ 26,581	\$ 15,722	\$ 15,138	\$ 13,949	\$ 19,757
43500 Total County Services								
41291 Animal Control Services	8,130							
41720 Donations							25,000	

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022
41800 Emergency Services	100,000							
Total 43500 Total County Services	\$ 108,130	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 25,000	\$ 0
43600 Total Interest Expense								
41633 Interest Expense - Note Payable								
Total 43600 Total Interest Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
49030 Debt Service			137,049					
49900 Total Capital Improvement Costs								
41940 Capital Projects								
Approved Budget Capital Expenditures	5,606				1,120			3,360
Critz Lane Phase 1					8,012		66,550	4,307
Maint Equipment	4,200							
Park Improvements	35,630	14,000	19,703		20,489	24,855		5,967
Road Improvements	1,644	48,500	48,716		106,363			
SSA CIP		2,242						
Total 41940 Capital Projects	\$ 47,080	\$ 64,742	\$ 68,419	\$ 0	\$ 135,983	\$ 24,855	\$ 66,550	\$ 13,634
Total 49900 Total Capital Improvement Costs	\$ 47,080	\$ 64,742	\$ 68,419	\$ 0	\$ 135,983	\$ 24,855	\$ 66,550	\$ 13,634
Total Expenditures	\$ 318,101	\$ 162,595	\$ 307,588	\$ 141,646	\$ 252,474	\$ 179,172	\$ 212,591	\$ 139,681
CHANGE IN POSITION	\$ 113,213	\$ 156,807	\$ 81,480	\$ 227,503	\$ 1,118,171	\$ 282,471	\$ 419,632	\$ 549,971
NET CHANGE IN POSITION	\$ 113,213	\$ 156,807	\$ 81,480	\$ 227,503	\$ 1,118,171	\$ 282,471	\$ 419,632	\$ 549,971

	Mar 2022	Apr 2022	May 2022	Total
Revenues				
34100 Total Property Tax Revenues				
31111 Real Property Tax Revenue	87,418	51,830	2,911	442,881
Total 34100 Total Property Tax Revenues	\$ 87,418	\$ 51,830	\$ 2,911	\$ 442,881
34200 Total Sales Tax Revenues				
31610 Local Sales Tax - Trustee	166,039	161,023	187,382	1,930,018
31810 Adequate School Facilities Tax	6,741	9,164	5,274	77,348
32260 Business Tax Revenue	2,392	2,911	64,763	105,917
33320 TVA Payments in Lieu of Taxes		19,429		58,286
33510 Local Sales Tax - State	61,522	63,370	76,892	691,727
Total 34200 Total Sales Tax Revenues	\$ 236,694	\$ 255,896	\$ 334,310	\$ 2,863,295
34300 Total Gas Tax Revenues				
33552 State Streets & Trans. Revenue	1,143	1,143	1,143	11,494
33553 SSA - Motor Fuel Tax	10,344	8,752	12,316	112,367
33554 SSA - 1989 Gas Tax	1,657	1,298	1,880	17,471
33555 SSA - 3 Cent Gas Tax	3,070	2,404	3,484	32,373
33556 SSA - 2017 Gas Tax	5,180	4,435	6,228	56,546
Total 34300 Total Gas Tax Revenues	\$ 21,393	\$ 18,032	\$ 25,052	\$ 230,252
34400 Total Building/Impact Fees				
32200 Building Permits	32,139	51,078	49,296	424,854
32230 Submittal & Review Fees	1,109	4,728	8,310	25,504
32300 Impact Fees	50,302	68,267	35,930	705,995
Total 34400 Total Building/Impact Fees	\$ 83,551	\$ 124,073	\$ 93,536	\$ 1,156,352
34500 Total Alcohol Tax Revenues				
31710 Wholesale Beer Tax	7,915	10,753	13,600	122,278
31720 Wholesale Liquor Tax	1,742	1,938	1,860	19,165
32000 Beer Permits				1,600
33535 Mixed Drink Tax	1,753	2,195	2,950	32,047
Total 34500 Total Alcohol Tax Revenues	\$ 11,411	\$ 14,886	\$ 18,410	\$ 175,091

	Mar 2022	Apr 2022	May 2022	Total
34600 Total Grants				
33725 Greenways & Trails Grant				20,280
33730 St of TN Grants				1,061,107
Total 34600 Total Grants	\$ 0	\$ 0	\$ 0	\$ 1,081,387
34700 Total All Other Revenues				
31900 CATV Franchise Fee Income		2,242	15,183	34,359
33520 State Income Tax				4,355
34685 Sports Betting Tax			2,325	2,325
36120 Interest Earned - Invest. Accts	365	533	321	3,945
37746 Parks Revenue	2,954	1,345	-141	7,067
37747 Parks Deposit Return				300
Total 37746 Parks Revenue	\$ 2,954	\$ 1,345	-\$ 141	\$ 7,367
37750 Park Impact Fees	6,832	9,272	4,880	80,200
37990 Other Revenue	1,150	650	900	9,500
Total 34700 Total All Other Revenues	\$ 11,300	\$ 14,042	\$ 23,468	\$ 142,051
Total Revenues	\$ 451,767	\$ 478,759	\$ 497,687	\$ 6,091,308
GROSS REVENUES	\$ 451,767	\$ 478,759	\$ 497,687	\$ 6,091,308
Expenditures				
43100 Total Payroll Costs				
41110 Payroll Expense	47,988	45,868	46,263	551,799
41141 Payroll Taxes - FICA	3,738	3,626	3,808	42,523
41142 Payroll Taxes - Medicare	852	705	552	8,889
41147 Payroll Taxes - SUTA	35	22	22	958
41289 Employee Retirement Expense	2,672	3,020	2,588	31,151
41514 Insurance - Employee Medical	6,774	12,608	9,691	104,644
Total 43100 Total Payroll Costs	\$ 62,060	\$ 65,848	\$ 62,925	\$ 739,964
43200 Total Streets and Roads				
41264 Repairs & Maint - Vehicles	385			2,315
41268 Repairs & Maint-Roads, Drainage	6,533	436	160	11,989
41269 SSA - Street Repair Expense	1,456	659		38,284
41270 Vehicle Fuel & Oil Expense	1,572	2,785	2,005	22,718
Total 43200 Total Streets and Roads	\$ 9,945	\$ 3,881	\$ 2,166	\$ 75,306
43300 Total Professional Fees				

	Mar 2022	Apr 2022	May 2022	Total
41252 Prof. Fees - Legal Fees	21,523	20,128	16,233	197,336
41253 Prof. Fees - Auditor				13,855
41254 Prof. Fees-Consulting Engineers				41,472
41259 Prof. Fees - Other	18,597	7,159	7,816	55,390
Total 43300 Total Professional Fees	\$ 40,119	\$ 27,287	\$ 24,048	\$ 308,053
43400 Total Operating Costs				
41211 Postage, Freight & Express Chgs	183		153	760
41231 Publication of Legal Notices	125	509	243	2,814
41235 Memberships & Subscriptions		160	197	12,323
41241 Utilities - Electricity	1,145	4,186	3,292	17,118
41242 Utilities - Water	734	180	173	4,564
41244 Utilities - Gas	840	246	147	1,980
41245 Telecommunications Expense	1,074	550	1,079	15,265
41255 Software subscription/maint	198	2,481	1,974	14,954
41260 Repairs & Maint WW				70
41265 Parks & Rec. Expense	2,100	664	558	17,123
41266 Repairs & Maint - Bldg	3,548	2,519	1,686	37,631
41280 Travel Expense	13			2,714
41285 Continuing Education Expense	2,197		1,672	8,352
41300 Economic Development Expense				1,701
41311 Office Expense	3,500	755	2,909	33,491
41312 Small Equipment	835			6,090
41511 Insurance - Property				18,318
41512 Insurance - Workers Comp.				15,404
41513 Insurance - Liability				20,473
41515 Insurance - Auto				2,197
41516 Insurance - E & O				5,601
41691 Bank Charges			64	304
42100 Permits and Fees	126			1,126
Total 43400 Total Operating Costs	\$ 16,616	\$ 12,249	\$ 14,146	\$ 240,374
43500 Total County Services				
41291 Animal Control Services				8,130
41720 Donations				25,000

	Mar 2022	Apr 2022	May 2022	Total
41800 Emergency Services				100,000
Total 43500 Total County Services	\$ 0	\$ 0	\$ 0	\$ 133,130
43600 Total Interest Expense				
41633 Interest Expense - Note Payable		16,820		16,820
Total 43600 Total Interest Expense	\$ 0	\$ 16,820	\$ 0	\$ 16,820
49030 Debt Service	3,304	1,160,996		1,301,349
49900 Total Capital Improvement Costs				
41940 Capital Projects				
Approved Budget Capital Expenditures	50,500		29,150	89,736
Critz Lane Phase 1	115,876	15,471	352,389	562,604
Maint Equipment				4,200
Park Improvements	2,770	1,140	1,670	126,224
Road Improvements				205,222
SSA CIP				2,242
Total 41940 Capital Projects	\$ 169,146	\$ 16,611	\$ 383,209	\$ 990,229
Total 49900 Total Capital Improvement Costs	\$ 169,146	\$ 16,611	\$ 383,209	\$ 990,229
Total Expenditures	\$ 301,190	\$ 1,303,692	\$ 486,494	\$ 3,805,224
CHANGE IN POSITION	\$ 150,577	-\$ 824,933	\$ 11,193	\$ 2,286,084
NET CHANGE IN POSITION	\$ 150,577	-\$ 824,933	\$ 11,193	\$ 2,286,084

Town of Thompson's Station - Wastewater Fund

Statement of Activity

July 2021 - May 2022

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022
Revenues										
34090 Total Wastewater Fees										
31000 Wastewater Treatment Fees	175,153	147,571	172,153	138,684	144,381	120,973	127,326	136,783	112,848	125,950
31010 Septage Disposal Fees	800	800	1,100		650	650	900	550	600	900
Total 34090 Total Wastewater Fees	\$ 175,953	\$ 148,371	\$ 173,253	\$ 138,684	\$ 145,031	\$ 121,623	\$ 128,226	\$ 137,333	\$ 113,448	\$ 126,850
341090 Total Tap Fees										
31015 Effluent Disposal Fee	79,101	33,900	96,050	39,550	79,101	67,801	22,600	84,751	73,451	84,751
Total 341090 Total Tap Fees	\$ 79,101	\$ 33,900	\$ 96,050	\$ 39,550	\$ 79,101	\$ 67,801	\$ 22,600	\$ 84,751	\$ 73,451	\$ 84,751
34700 Total All Other Revenues										
36120 Interest Earned - Invest. Accts		101	199	40	39		120	50	110	69
Total 34700 Total All Other Revenues	\$ 0	\$ 101	\$ 199	\$ 40	\$ 39	\$ 0	\$ 120	\$ 50	\$ 110	\$ 69
Total Revenues	\$ 255,054	\$ 182,372	\$ 269,503	\$ 178,274	\$ 224,171	\$ 189,424	\$ 150,946	\$ 222,134	\$ 187,008	\$ 211,670
GROSS REVENUES	\$ 255,054	\$ 182,372	\$ 269,503	\$ 178,274	\$ 224,171	\$ 189,424	\$ 150,946	\$ 222,134	\$ 187,008	\$ 211,670
Expenditures										
43100 Total Payroll Costs										
41110 Payroll Expense	21,623	21,623	21,756	21,623	21,623	27,508	21,623	21,623	21,623	21,623
41141 Payroll Taxes - FICA	700	774	635	700	627	992	627	627	700	700
41142 Payroll Taxes - Medicare	73		149	73	147	232	147	147	73	73
41147 Payroll Taxes - SUTA							81	31		
41289 Employee Retirement Expense	506	506	512	506	506	758	506	506	506	506
41514 Insurance - Employee Medical	1,614	1,614	1,614	1,614	1,614	1,614	1,614	1,614	1,614	1,614
Total 43100 Total Payroll Costs	\$ 24,516	\$ 24,516	\$ 24,666	\$ 24,516	\$ 24,516	\$ 31,104	\$ 24,597	\$ 24,547	\$ 24,516	\$ 24,516
43200 Total Streets and Roads										
41270 Vehicle Fuel & Oil Expense	396					63			446	251
Total 43200 Total Streets and Roads	\$ 396	\$ 0	\$ 0	\$ 0	\$ 0	\$ 63	\$ 0	\$ 0	\$ 446	\$ 251
43300 Total Professional Fees										
41252 Prof. Fees - Legal Fees		5,540	7,600	4,340	4,440	4,740	4,800	6,240	5,480	5,500
41254 Prof. Fees-Consulting Engineers		3,675	2,306	3,940	7,108	5,435	14,225	10,108	1,831	9,365

	<u>Jul 2021</u>	<u>Aug 2021</u>	<u>Sep 2021</u>	<u>Oct 2021</u>	<u>Nov 2021</u>	<u>Dec 2021</u>	<u>Jan 2022</u>	<u>Feb 2022</u>	<u>Mar 2022</u>	<u>Apr 2022</u>
Total Other Expenditures	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166
NET OTHER CHANGES	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166
NET CHANGE IN POSITION	\$ 145,175	\$ 78,553	-\$ 10,138	\$ 48,057	\$ 119,661	\$ 70,342	\$ 46,234	\$ 121,163	\$ 92,033	\$ 113,698

Friday, Jun 10, 2022 11:08:40 AM GMT-7 - Accrual Basis

	<u>May 2022</u>	<u>Total</u>
Revenues		
34090 Total Wastewater Fees		
31000 Wastewater Treatment Fees	133,925	1,535,747
31010 Septage Disposal Fees	800	7,750
Total 34090 Total Wastewater Fees	\$ 134,725	\$ 1,543,497
341090 Total Tap Fees		
31015 Effluent Disposal Fee	39,550	700,606
Total 341090 Total Tap Fees	\$ 39,550	\$ 700,606
34700 Total All Other Revenues		
36120 Interest Earned - Invest. Accts	71	798
Total 34700 Total All Other Revenues	\$ 71	\$ 798
Total Revenues	\$ 174,346	\$ 2,244,900
GROSS REVENUES	\$ 174,346	\$ 2,244,900
Expenditures		
43100 Total Payroll Costs		
41110 Payroll Expense	21,623	243,870
41141 Payroll Taxes - FICA	627	7,710
41142 Payroll Taxes - Medicare	147	1,260
41147 Payroll Taxes - SUTA		112
41289 Employee Retirement Expense	506	5,822
41514 Insurance - Employee Medical	1,614	17,754
Total 43100 Total Payroll Costs	\$ 24,516	\$ 276,528
43200 Total Streets and Roads		
41270 Vehicle Fuel & Oil Expense		1,155
Total 43200 Total Streets and Roads	\$ 0	\$ 1,155
43300 Total Professional Fees		
41252 Prof. Fees - Legal Fees	8,000	56,680
41254 Prof. Fees-Consulting Engineers	13,976	71,969

	<u>May 2022</u>	<u>Total</u>
41259 Prof. Fees - Other	1,442	33,017
Total 43300 Total Professional Fees	\$ 23,419	\$ 161,666
43400 Total Operating Costs		
41211 Postage, Freight & Express Chgs		8,149
41220 Lab Water Testing	258	3,191
41221 Printing, Forms & Photocopy Exp		3,457
41235 Memberships & Subscriptions		1,644
41241 Utilities - Electricity	5,048	85,941
41242 Utilities - Water	398	2,278
41245 Telecommunications Expense	290	7,134
41255 Software subscription/maint		2,250
41260 Repairs & Maint WW		66,707
41311 Office Expense		2,750
41312 Small Equipment		7,073
41320 Supplies Expense	191	46,535
41511 Insurance - Property		17,400
41691 Bank Charges	518	5,700
42100 Permits and Fees		3,670
Total 43400 Total Operating Costs	\$ 6,704	\$ 263,878
43600 Total Interest Expense		
41633 Interest Expense - Note Payable	246	3,786
Total 43600 Total Interest Expense	\$ 246	\$ 3,786
49900 Total Capital Improvement Costs		
41940 Capital Projects		
Approved Budget Capital Expenditures		2,845
Critz Lane Phase 1		147,311
WWTP and Other improvements		1,830
Total 41940 Capital Projects	\$ 0	\$ 151,986
Total 49900 Total Capital Improvement Costs	\$ 0	\$ 151,986
Total Expenditures	\$ 54,884	\$ 858,999
CHANGE IN POSITION	\$ 119,462	\$ 1,385,901
Other Expenditures		
Depreciation	44,166	485,826

	<u>May 2022</u>	<u>Total</u>
Total Other Expenditures	\$ 44,166	\$ 485,826
NET OTHER CHANGES	<u>-\$ 44,166</u>	<u>-\$ 485,826</u>
NET CHANGE IN POSITION	\$ 75,296	\$ 900,075

New Residential Permits Issued 2016 -2021

Monthly Comparison

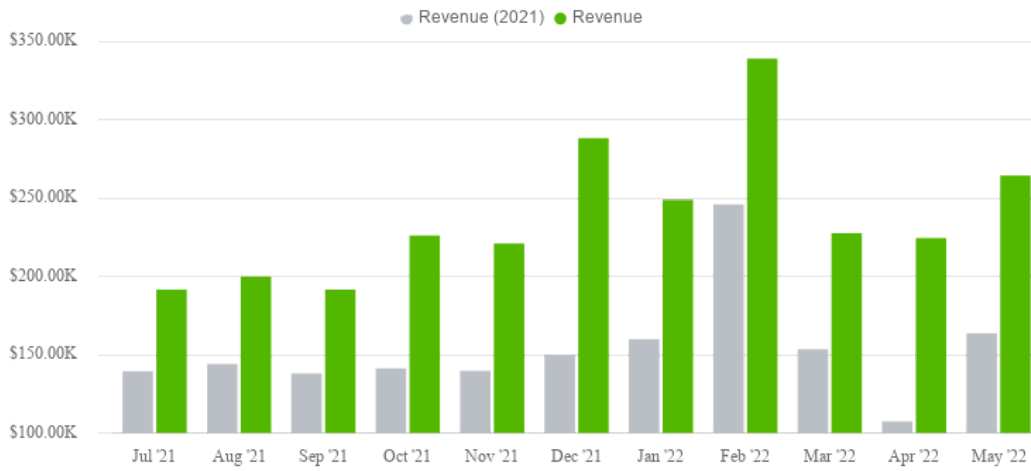
	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
January	17	11	12	19	9	21
February	16	29	24	6	13	11
March	23	21	17	16	11	11
April	19	6	24	33	21	10
May	23	18	15	23	16	22
June	24	13	10	14	22	15
July	10	21	17	13	12	17
August	19	17	31	25	6	13
September	4	26	21	15	19	20
October	17	9	17	8	10	16
November	13	43	12	15	5	11
December	13	8	5	16	9	12
TOTAL FOR YEAR:	<u>198</u>	<u>222</u>	<u>205</u>	<u>203</u>	<u>153</u>	<u>179</u>

Town of Thompsons Station

STATE AND COUNTY SALES TAX REVENUES
This fiscal year to last month

\$2,621,744.72

Total revenue



Filtered by
2 income:

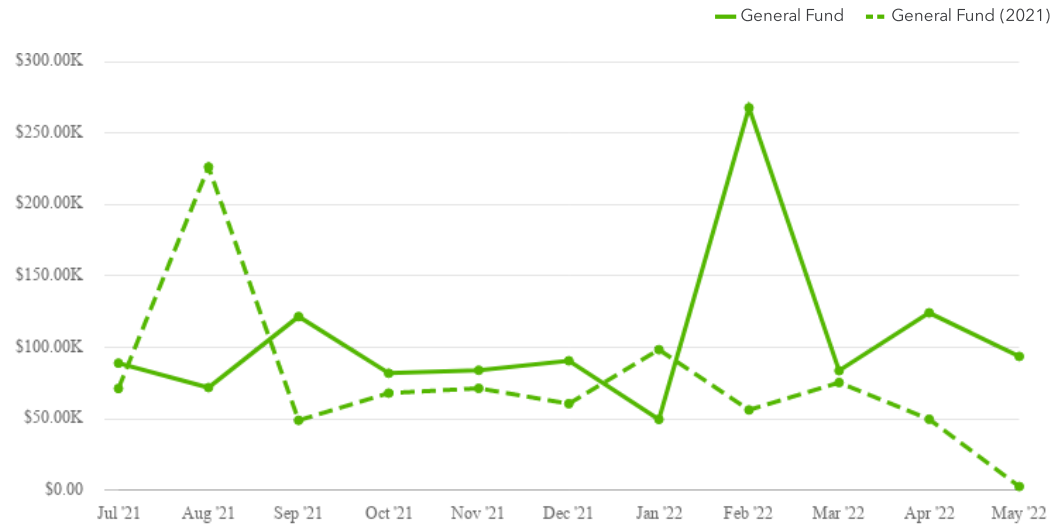
Time period	Revenue (2021)	Revenue
Jul '21	\$139,422.46	\$191,504.53
Aug '21	\$144,090.18	\$199,781.99
Sep '21	\$138,029.11	\$191,489.59
Oct '21	\$141,227.84	\$226,007.27
Nov '21	\$139,710.51	\$220,947.37
Dec '21	\$149,937.71	\$288,129.92
Jan '22	\$159,863.38	\$248,772.32
Feb '22	\$245,800.50	\$338,884.40
Mar '22	\$153,462.75	\$227,560.62
Apr '22	\$107,421.14	\$224,392.64
May '22	\$163,672.11	\$264,274.07

Town of Thompsons Station

BUILDING AND IMPACT FEES
This fiscal year to last month

\$1,156,351.61

Total revenue



Filtered by
3 income:

Time period	General Fund	General Fund (2021)
Jul '21	\$88,822.05	\$71,098.88
Aug '21	\$71,757.05	\$226,126.40
Sep '21	\$121,435.05	\$48,796.35
Oct '21	\$81,774.21	\$67,856.30
Nov '21	\$83,881.35	\$71,200.15
Dec '21	\$90,499.79	\$60,444.65
Jan '22	\$49,467.90	\$98,279.05
Feb '22	\$267,555.20	\$56,088.15
Mar '22	\$83,550.68	\$75,228.85
Apr '22	\$124,072.78	\$49,579.70
May '22	\$93,535.55	\$2,489.70

Thompson's Station
Wastewater Projects Status
June 2022

Project	Barge Primary Contact	General Project Description	Recent Actions	Upcoming Actions
<p style="text-align: center;"><u>Regional Wastewater Treatment Facility Expansion</u></p>	<p style="text-align: center;"><i>Matthew Johnson</i></p>	<p>Expansion of Regional Facility to increase treatment capacity.</p>	<ul style="list-style-type: none"> - FONSI was issued to Town and is currently out for public notice. - Loan documents were provided to the Town by SRF. - Begin incorporating design elements to bring plant capacity to 1.5 million gallons per day. 	<ul style="list-style-type: none"> - Complete public notice period of FONSI. - Continue to coordinate with SRF regarding review and application requirements. - Continue design.
<p style="text-align: center;"><u>Regional System I/I Investigation</u></p>	<p style="text-align: center;"><i>Matthew Johnson</i></p>	<p>Investigation to source of inflow/infiltration (I/I) in the wastewater collection system.</p>	<ul style="list-style-type: none"> - Bids were received on May 5, 2022. - The low bidder was Granite Inliner, LLC with a bid of \$229,400. 	<ul style="list-style-type: none"> - BOMA to approve the low bidder. - Begin construction contract execution.
<p style="text-align: center;"><u>Alexander Property Drip Fields</u></p>	<p style="text-align: center;"><i>Matthew Johnson</i></p>	<p>Soils investigation, surveying, and eventual development of drip fields to serve the wastewater system and expand system effluent disposal capacity.</p>	<ul style="list-style-type: none"> - All areas have been reviewed and acreage has been finalized. - The site has yielded approximately 36 acres of usable soil. 	<ul style="list-style-type: none"> - None.

Kimley-Horn
214 Oceanside Drive
Nashville, TN 37204

1. Greenway Ph 3 – ROW Phase
 - a. Property inspections completed within 30 days, appraisals within 60 days
 - b. Jennifer completing Title VI package
 - c. KH coordinating with 1 remaining utility for resolution before submitting utility coordination package to TDOT
1. Greenway Ph 2 – NEPA Phase
 - a. Section 4(f) proposed approach being reviewed by TDOT
1. Clayton Arnold
 - a. Town working on land acquisition

Alisha Eley, PLA, LEED AP, ASLA | Associate

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PROGRESS MEETING – AGENDA
Progress Meeting No. 05 (Virtual)

Town of Thompson's Station – Critz Lane Improvements
Date: May 25, 2022

Project Progress – As of 05/25/2022, Day 164 / 500

- a. Time: 27.42 % Money: 28.9% - Estimate #3 through 4/30/2022
- b. Project Start Date: December 13, 2021
- c. Project Completion Date: April 28, 2023

1) Work to Date – Rogers Group

- Grading, basestone, paving (to binder) and striping complete from east end of project to Avenue Downs entrance

2) Look Ahead – Rogers Group

- Once the storm headwall structure conflict is resolved, contractor plans to continue grading to the west of Avenue Downs to the Clayton Arnold roundabout. Traffic shift Phase 2 to be installed once storm conflict is resolved.

3) Maintenance of Traffic

- Barricades are constantly moved by the public. There will be a gap in time for the next phase of construction so the contractor should monitor the project frequently to re-establish any traffic control measures.

4) Environmental Item / Concerns / Issues



5) **Request for Information (RFI) / Shop Drawings / Submittals**

6) **Construction Item / Concerns / Issues**

- The Town expressed some concern regarding Structure #16 being close to the edge of the road. Structure #16 was installed by the contractor using the CAD file. CAD files should not be used for construction layout. The structure table found on Sheet 3 shows the structure to be set with a 31' offset from centerline. The structure was installed near the new edge of pavement. There is some discrepancy with the pipe table showing a shorter distance of pipe being installed from Structure #15 to Structure #16. RSA will evaluate the existing conditions and propose a resolution to this concern. A plan revision will be forthcoming.

- There is a waterline service that is in conflict

7) **Plan or Field Revisions**

8) **Contract Administration**

9) **General Comments**

- **Next Meeting Date: June 29, 2022 at 10:00 am Central**
- **Meeting adjourned**