

**Town of Thompson's Station
Board of Mayor and Aldermen
Special Called Meeting Agenda
August 2, 2021**

Meeting Called To Order

Pledge Of Allegiance

Guest

Sheriff Dusty Rhoades

Consent Agenda

A. Consideration Of The Minutes Of The June 8, 2021, Regular Meeting.

Documents:

[ITEM A - BOMA MINUTES 6_8_2021.PDF](#)

Public Comments-

Unfinished Business:

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

Documents:

[ITEM 1 - MEMO FOR ORD 2021-010 LDO AMEND.PDF](#)
[ITEM 1 - ORD 2021-010 LDO TREES, BONDS, AND OS TEXT AMEND 5-25-21 PC REVISED.PDF](#)

2. Approve Second Reading Of Ordinance 2021-011 An Ordinance Of The Town Of Thompson's Station, Tennessee To Amend Title 5 Of The Thompson's Station Municipal Code By Adding Chapter 5 Adopting A Hotel And Motel Privilege Tax:

Documents:

[ITEM 2 - ORDINANCE 2021-011 HOTEL MOTEL PRIVILEGE TAX TO AMEND TITLE 5 ADDING CHAPTER 5 MUNICIPAL CODE.PDF](#)
[ORDINANCE TO AMEND TITLE 5 ADDING CHAPTER 5 OF THE TOWN OF THOMPSONS STATION MUNICIPAL CODE RED-LINED.PDF](#)

New Business:

3. Approve Memorandum Of Understanding (MOU) Regarding Wastewater Taps At Roderick Place:

Documents:

[ITEM 3 - RESOLUTION 2021-011 TO APPROVE THE MOU WITH TS AND EAST PARK - RODERICK PLACE DEVELOPMENT 7.25.21.PDF](#)
[ITEM 3 - MOU - IN RE EAST PARK FKA RODERICK PLACE AND](#)

4. Approve Bid For Repaving Of Pratt Road.

Documents:

ITEM 4 - PAVING BID FOR PRATT ROAD RECOMMENDATION FOR AWARD.PDF

5. Critz Lane Updates & Change Orders:

1. HB&TS Update
2. MTE Update
3. ATMOS Update
4. Ragan-Smith Update on Critz Lane Project & Change Order
5. Rogers Group, Inc.

Documents:

ITEM 5A - H BANDTS LETTER.PDF
ITEM 5B - RESOLUTION 2021-012 TO APPROVE FUNDS FOR MTE UTILITY POLE RELATED TO PHASE I OF THE CRITZ LANE PROJECT.PDF
ITEM 5B RELOCATION OF UTILITY POLES SALES ORDER.PDF
RESOLUTION APPROVING RAGANSMITH ADDITIONAL WORK SUPPLEMENT NO. 2021-013.PDF
RESOLUTION APPROVING CHANGE ORDER FROM ROGERS GROUP INC. REGARDING PHASE I CRITZ LANE NO. 2021-014.PDF
CRITZ LANE GAS LINE EXHIBIT 2021.08.02.PDF
2021.08.02_CRITZLANE_RS_ADDITIONALWORKSUPPLEMENT.PDF

6. Approve Interlocal Agreement With The City Of Spring Hill Regarding Thompson's Station Road, East:

Documents:

ITEM 6 - RESOLUTION 2021-015 TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND THE CITY OF SPRING HILL.PDF
ITEM 6 - SPRING HILL EXECUTED DOCUMENT 2021-07-19 RESOLUTION 21-97 INTERLOCAL AGMT. BETWEEN COSH THOMPSONS STATION.PDF
ITEM 6 - EXHIBIT_ TSRDEAST_ROADSHARING_V2.PDF

7. Approve Reservation Agreement With Parsons Valley Development:

Documents:

ITEM 7 - RESERVATION WW CAPACITY AGREEMENT PARSONS VALLEY- PEARL STREET PARTNERS.PDF

8. Approve Contract With Sharon Bryant, William Burt, Karen Valk And Anthony Valk Regarding Purchase Of Property For The Wastewater Plant:

Documents:

ITEM 8 - RESOLUTION 2021-016 APPROVING THE PURCHASE

AGREEMENT OF THE EASEMENTS AND PROPERTY FOR MBR.PDF
ITEM 8 - CONTRACT FOR PURCHASE AGREEMENT OF ADDITIONAL
PROPERTY AND EASEMENTS - MBR - 072121 FINAL.PDF

Adjourn

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

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Minutes
June 8, 2021, 7:00 p.m.**

Call to Order:

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on June 8, 2021. Members and staff attending were Mayor Corey Napier, Alderman Shaun Alexander, Alderman Brandon Bell, Alderman Brian Stover, Alderman Andrew Zinn, Town Administrator Ken McLawhon, Finance Director Steve Banks, IT Coordinator Tyler Rainey, Town Clerk Regina Fowler, Waste Water Operator Kenny Bond, Maintenance Supervisor Bryan King and Town Attorneys Andrew Mills and Kirk Vandivort. An additional participant attending was Matthew Johnson, Barge Design.

Pledge of Allegiance:

a. Approve Consent Agenda:

Consideration of the Minutes of the May 11, 2021, regular meeting. Alderman Brandon Bell made a motion to approve the Consent Agenda, consideration of the Minutes of the May 11, 2021, regular meeting. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Announcements:

None

Public Comments:

None

Unfinished Business:

1. Public Hearing and Second Reading of Ordinance 2021-009: An Ordinance of the Town of Thompson's Station, TN Adopting the Annual Budget, and Tax Rate for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022. Alderman Brandon Bell made a motion to approve a Public Hearing and Second Reading of Ordinance 2021-009: An Ordinance of the Town of Thompson's Station, TN adopting the Annual Budget, and Tax Rate for the Fiscal Year Beginning July 1, 2021, and Ending June 30, 2022. The motion was seconded by Brian Stover and carried unanimously.

New Business:

2. Approval of Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station - Americus Drive unnumbered, 1990 Tollgate Boulevard, Elliston Way unnumbered and 987 Elliston Way: Alderman Brian Stover made a motion to approve the Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station- Americus Drive unnumbered, 1990 Tollgate Boulevard, Elliston Way unnumbered and 997 Elliston Way. The motion was seconded by Andrew Zinn and carried with a 3 yea – 2 nay votes.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Nay	Alderman Stover	Yea
Alderman Zinn	Yea	Mayor Napier	Nay		
Yea	3	Nay	2	Abstain	0
				Absent	0

Motion carried.

3. Approval of First Reading of Ordinance 2021-010 – An Amendment to the Land Development Ordinance to revise certain sections in Articles 3, 4 and 5 related to the Preservation of Trees, the Installation of Required Public Improvements and Open Space Standards. Alderman Shaun Alexander made a motion to approve First Reading of Ordinance 2021-010 - An amendment to the Land Development Ordinance to revise certain sections in Articles 3, 4 and 5 related to the Preservation of Trees, the Installation of required Public Improvements and Open Space Standards. The motion was seconded by Alderman Brandon Bell and carried unanimously.

4. Approval of Resolution 2021-010 – A Resolution of the Town of Thompson’s Station, Tennessee to Establish a committee consisting of the current Board of Mayor and Aldermen for Consideration of Wards. Alderman Brandon Bell made a motion to approve Resolution 2021-010 – A Resolution of the Town of Thompson’s Station, Tennessee to establish a committee consisting of the current Board of Mayor and Aldermen for consideration of Wards. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

5. Approval to Accept the TN Comptroller’s Sr. Advisor as the GIS Consultant for the Ward Committee for the Town of Thompson’s Station. Alderman Andrew Zinn made a motion to approve the acceptance of the TN Comptroller’s Sr. GIS Consultant Matthew Hill as an advisor to the Ward Committee for the Town of Thompson’s Station. The motion was seconded by Brian Stover and carried unanimously.

6. Approve Resolution 2021-009 Quit Claim Deed for Open Space in Blackberry Estates to the Blackberry Estate HOA: Alderman Brandon Bell made a motion to approve Resolution 2021-009 Quit Claim Deed for Open Space in Blackberry Estates to the Blackberry Estate HOA. The motion was seconded by Shaun Alexander and carried unanimously.

7. Approve Ordinance 2021-011 An Ordinance of the Town of Thompson’s Station, Tennessee to Amend Title 5 of the Thompson’s Station Municipal Code by Adding Chapter 5 Adopting a Hotel & Motel Privilege Tax: Alderman Andrew Zinn made a motion to approve Ordinance 2021-011 - An Ordinance of the Town of Thompson’s Station, Tennessee to amend Title 5 of the Thompson’s Station Municipal Code by Adding Chapter 5 adopting a Hotel & Motel Privilege Tax. The motion was seconded by Shaun Alexander and carried unanimously.

8. Approve Barge Design Professional Service Agreement for 2022 Wastewater System General Support Services: Alderman Brian Stover made a motion to approve Barge Design Professional Service Agreement for 2022 Wastewater System General Support Services. The motion was seconded by Brandon Bell and carried unanimously.

Adjourn:

9. There being no further business, Brian Stover made a motion to adjourn. The motion was seconded by Brandon Bell and the meeting was adjourned at 8:03 p.m.

Corey Napier, Mayor

Regina Fowler, Town Clerk



DATE: August 2, 2021

TO: BOMA

FROM: Micah Wood, AICP
Planning Director

SUBJECT: Item 1 – Ordinance 2021-010 – Land Development Ordinance Amendment

There have been no changes to the Ordinance since first reading past at the June BOMA meeting.

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

Section I: Updates to the Tree Protection Standards

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

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

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

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

Section III: Removed

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

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Section IV: Residential Open Space Amenity Permit Requirement

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

Planning Commission Recommendation

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

Staff Recommendation

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

Attachments

Ordinance 2021-010
Exhibit A

ORDINANCE NO. 2021-010

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

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

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

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

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

Section 1. That the Town of Thompson’s Station’s Land Development Ordinance is hereby amended by adopting the changes as set out in Exhibit A attached hereto and incorporated herein by reference. After final passage, Town Staff is directed to incorporate these changes into an updated, codified Land Development Ordinance document with the date of BOMA approval and said document shall constitute the Zoning Ordinance and Subdivisions Regulations of the Town.

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee, on the ____ day of _____, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the _____, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2021.

Recommended for approval by the Planning Commission on _____, 2021.

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

EXHIBIT "A"

Words noted with a ~~strikethrough~~ are to be deleted and words in **red text** includes new language to be added.

Section I. UPDATES TO TREE PROTECTION STANDARDS

Section 3.3.14 Tree Protection- revise entire section

- a. ~~The resource inventory map must identify all non-invasive trees of 18 inches in caliper and greater measured at 4½ feet above the natural grade of the tree. All clusters of trees and tree rows must also be identified on the inventory map. Removal of mature, indigenous trees in healthy condition is discouraged. During the preliminary plat process, trees that are proposed for removal shall require tree removal approval from the Planning Commission for all trees 18 inches in caliper and greater and replacement trees shall be required at a 1.5:1 ratio for each inch removed. Replacement or relocated trees must be planted on site or Planning Commission approval is required for an off-site location.~~
- b. ~~Approval of removal of trees shall be considered through the preliminary plat process. A licensed arborist or other licensed professional shall prepare a protection plan and mitigation and/or re-placement of removed trees. The protection plan shall include a tree inventory which shall document all trees that are 18 inches or greater in diameter that are indigenous to the region.~~
- c. ~~Trees that are designated to remain shall be subject to the following requirements to minimize disturbance to the tree:~~
 - i. ~~All trees that will remain on site shall have protective fencing installed be installed around the dripline of the tree to protect the root system for the tree.~~
 - ii. ~~If earthwork is necessary within the dripline of the protected tree, hand digging shall be re-quired.~~
 - iii. ~~No equipment, supplies or any other material shall be stored within the dripline of any-protected trees.~~
 - iv. ~~No dirt or other fill material shall be stockpiled within the dripline.~~
 - v. ~~No signage shall be permitted on any protected tree.~~
 - vi. ~~Any protected trees that are damaged by any construction, demolition, grading or other development work shall be evaluated by a licensed arborist or other licensed professional for treatment of the impacted trees. In the event that the tree cannot be saved the tree shall be replaced. All replacement trees shall be similar in size and species approved by the Planning Commission.~~

a. Purpose

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

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

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

b. Applicability
 i. General

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

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

a) Tree Removal Permit Required

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

b) Review for Compliance

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

c) Removal Without a Permit

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

c. Exemptions

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

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

d. Tree Canopy Retention

i. Where Required

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

ii. Tree Inventory

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

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

e. Tree Canopy Retention Standards

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

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

NOTES:

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

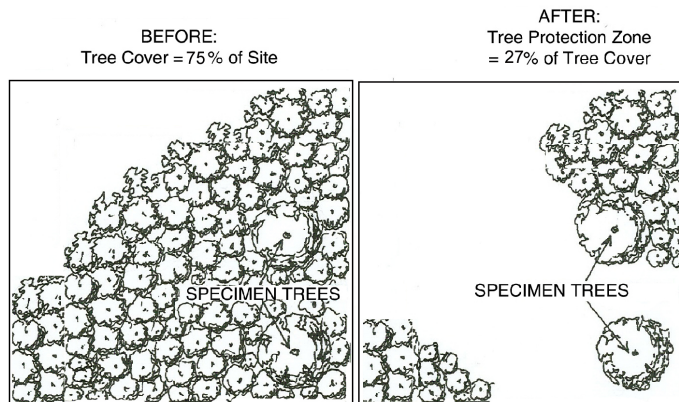
Illustrative example:

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

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

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

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



iv. Credit Towards Open Space and Landscape Requirements

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

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

approved by Town Staff; or

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

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

i. Purpose and Intent

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

ii. Where Required

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

iii. Removal Standards

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

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

iv. Replacement

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

g. Protection of Specimen Trees

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

i. General Protections

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

a) Cutting, Removal, or Harm Prohibited

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

- b) Disturbance Prohibited

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

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

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

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

 - a) Replacement Trees Required

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

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

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

- a) Where Required

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

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

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

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

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

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

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

a) Arborist Report

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

b) Soil Compaction

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

c) Effluent

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

i. Monitoring and Maintenance of Tree Protection

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

Throughout Article 3

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

Section 4.14 Landscape Standards

4.14.1 General to all zoning districts

...

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

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

Section 5.2.9 Surety Required

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

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

...

(c) Time to post surety and Planning Commission Review

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

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

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

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

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

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

Section 5.2.19 Maintenance of Public Improvements

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

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

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

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

Section III. REMOVED BY PLANNING COMMISSION

Section IV. RESIDENTIAL OPEN SPACE AMENITY PERMIT REQUIREMENT

Section 3.5.3 Residential Open Space Amenity Permit

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

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

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

ORDINANCE NO. 2021-011

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

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

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

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

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to adopt the new Chapter 5 of Title 5; and

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

Section 1. That the Town of Thompson’s Station’s Municipal Code, Title 5, is amended by adopting a new chapter, Chapter 5, as provided hereinafter.

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

...

CHAPTER 5

HOTEL & MOTEL PRIVILEGE TAX

SECTION

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

5-501. Definitions.

As used in this ordinance:

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

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

5-502. Privilege tax levied: use.

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

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

5-503. Payment of tax.

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

5-504. Interest and penalty for late payment.

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

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

5-505. Compensation to the Hotel.

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

5-506. Records Requirement.

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

5-507. Enforcement and severability.

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

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

...

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

Section 4. If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 5. This ordinance shall take effect upon the final reading and approval by the Board of Mayor and Aldermen, the public welfare requiring it.

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

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

ORDINANCE NO. 2021-011

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

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

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

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

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to adopt the new Chapter 5 of Title 5; and

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

Section 1. That the Town of Thompson’s Station’s Municipal Code, Title 5, is amended by adopting a new chapter, Chapter 5, as provided hereinafter.

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

...

CHAPTER 5

HOTEL & MOTEL PRIVILEGE TAX

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5-501. Definitions.

As used in this ordinance:

- (1) “Consideration” means the consideration charged, whether or not received, for the occupancy in a hotel valued in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever;
- (2) “Hotel” means any structure or space, or any portion thereof, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist camp, tourist cabin, motel or any place in which rooms, lodgings or accommodations are furnished to transients for a

consideration;

- (3) "Occupancy" means the use or possession, or the right to use or possession, of any room, lodgings or accommodations in any hotel;
- (4) "Operator" means the person operating the hotel whether as owner, lessee or otherwise.
- (5) "Persons" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit; and
- (6) "Transient" means any person who exercises occupancy or is entitled to occupancy of any rooms, lodgings or accommodations in a hotel for a period of less than thirty (30) continuous days.

5-502. Privilege tax levied: use.

(1) Pursuant to the provisions of **TCA 67-4-1401 through 67-4-1425**, ~~including but not limited to that certain amendment by Public Acts of 2003, Chapter No. 370 signed on June 17, 2003~~, there is hereby levied a privilege of occupancy tax in any hotel of each transient, from and after the operative date of this ordinance. The rate of the levy shall be ~~Five-Four~~ Percent (~~45~~%) of the consideration charged by the operator. This privilege tax shall be collected pursuant to and subject to the provisions of these statutory provisions. The Town Administrator, or his or her designee, shall be designated as the authorized collector to administer and enforce this ordinance and these statutory provisions.

(2) The proceeds received from this tax shall be designated for use by the Town for ~~the Town's parks and~~ tourism and tourism development recreation or as such future ordinance may direct, pursuant to Tenn. Code Ann. § 67as amended. Proceeds of this tax may not be used for any other purpose, including as a subsidy in any form to any hotel or motel.

5-503. Payment of tax.

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

5-504. Interest and penalty for late payment.

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

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

5-505. Compensation to the Hotel.

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

5-506. Records Requirement.

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

5-507. Enforcement and severability.

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

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

...

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

Section 4. If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 5. This ordinance shall take effect upon the final reading and approval by the Board of Mayor and Aldermen, the public welfare requiring it.

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

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

RESOLUTION NO. 2021-011

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE THE MEMORANDUM OF UNDERSTANDING AS TO EAST PARK
F/K/A RODERICK PLACE DEVELOPMENT**

WHEREAS, the Town is aware that Developer, Samson Development, LLC is the successor in interest to both TS Basin and C & L under the Development Agreement in connection with the East Park Development f/k/a Roderick Place Development as to taps allocated to the Development; and

WHEREAS, the Town is of the opinion that such transfer, assignment and assumption needs to be acknowledged by all parties and memorialized and to ensure a continued commitment to the obligations related to the taps, verification of capacity fees paid and the effluent disposal fees to be paid;

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve the Memorandum of Understanding In Re East Park f/k/a Roderick Place Development, attached hereto with the Exhibit.

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

That Samson Development, LLC is the successor of interest to the TS Basin and C & L under the Development Agreement in connection with East Park f/k/a Roderick Place Development, LLC as to the taps allocated to the Development;

That the Town does approve the Memorandum of Understanding In Re East Park f/k/a Roderick Place Development, attached hereto with the Exhibit.

The Board of Mayor and Alderman do hereby approve, and the Mayor is authorized to sign the appropriate documents on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

Corey Napier, Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

MEMORANDUM OF UNDERSTANDING
IN RE EAST PARK F/K/A RODERICK PLACE DEVELOPMENT

This Memorandum of Understanding (hereinafter referred to as this “MOU” or this “Memorandum of Understanding”) is dated as of _____, 2021, by and between the Town of Thompson’s Station, Tennessee, a municipal corporation (the “Town”), and Samson Investment, LLC, a Tennessee limited liability company (the “Developer”).

RECITALS

A. 370 sewer taps (“East Park Taps”) have been and are reserved and available for use by the East Park f/k/a Roderick Place development (the “Development”) pursuant to that certain Agreement dated May 24, 2006, between the Town and TS Basin Builders, LLC, a Tennessee limited liability company (“TS Basin”), as amended and modified by that certain Agreement for Assignment and Guarantee of Sewer Capacity dated November 20, 2006, among C & L Development, LLC, a Tennessee limited liability company (“C & L”), TS Basin, and the Town, that certain First Amendment to Agreement for Assignment and Guarantee of Sewer Capacity dated May 17, 2017, between C & L and the Town, and that certain Roderick Place Preliminary Plat Master Plan approved by the Town on February 25, 2020 (collectively, the “Development Agreement”).

B. Developer is the successor in interest to both TS Basin and C & L under the Development Agreement in connection with the East Park Taps allocated to the Development and is the current owner of the real property comprising the Development.

C. The Town and Developer now desire to set forth and clarify certain terms of the Development Agreement pursuant to this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the Recitals and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Developer covenant, agree and acknowledge as follows:

1. Guaranty of the Capacity. The East Park Taps are vested and will continue to remain in effect and available for use for the Development throughout the duration of the Development’s development approvals, as such approvals may be amended from time to time (the “Approval Term”), including without limitation through any extension thereto under Tennessee Code Annotated Section 13-3-413 or Tennessee Code Annotated Section 13-4-310, as amended from time to time (collectively, the “Vested Rights Act”). For clarity, the Approval Term will be coterminous with the vested rights associated with the Roderick Place Preliminary Plat Master Plan approved by the Town on February 25, 2020 (*i.e.*, presently three years from the date of approval), as the same may be further extended under the Vested Rights Act and/or other applicable law.

2. Capacity Fees. Developer, through its predecessors in interest under the Development Agreement, paid an amount equal to \$933,625.00 (Nine Hundred, Thirty-three Thousand, Six Hundred and Twenty-five Dollars and no cents, to the Town which constitutes “the

total sewer fee required for[, *inter alia*, the East Park Taps.]” (Agreement for Assignment and Guarantee of Sewer Capacity dated November 20, 2006, Section 3.) Confirmation of payment of the foregoing fee to guarantee availability of the East Park Taps is attached hereto as Exhibit A. The Town and Developer acknowledge and agree that in “no event shall any additional amounts be due and owing by Developer” to ensure the continued reservation and availability of the East Park Taps during the Approval Term, including without limitation under Section 18-307 of the Thompson’s Station Municipal Code adopted under Ordinance No. 2020-007. *Id.* Further, the only remaining fee associated with the East Park Taps is the fee for “effluent irrigation disposal costs and/or fees” per East Park Tap (the “Effluent Disposal Fee”), which Effluent Disposal Fee will be payable per East Park Tap at then-current rates, as set by the Town and due upon the issuance of the building permit associated with each East Park Tap(s), ; provided, however that Developer must pay the Effluent Disposal Fee for any East Park Taps not used as of the date occurring 90 days prior to the expiration of the Approval Term by such date to preserve the right to use any such then-unused East Park Tap(s) after the expiration of the Approval Term. Failure to pay the Effluent Disposal Fee prior to the expiration of the Approval Term shall result in the lapse of any East Park Tap(s) for which Developer has not paid the Effluent Disposal Fee and the and reversion to the Town of such East Park Taps for which Developer has not paid the Effluent Disposal Fee.

3. Counterpart Execution. This MOU may be executed in any number of counterparts or counterpart signature pages, each of which, when so executed, will be deemed an original, but all such counterparts will constitute but one and the same instrument.

4. Jurisdiction, Venue, and Law. The parties agree should any dispute arise concerning this Memorandum of Understanding the Chancery Court of Williamson County, Tennessee shall have jurisdiction and venue of this matter under and pursuant to the laws of the State of Tennessee.

(Signature page follows.)

IN WITNESS WHEREOF, this MOU is executed as of the date first above written.

TOWN:

The Town of Thompson's Station, Tennessee

By: _____
Corey Napier, Mayor

DEVELOPER:

Samson Investments, LLC

By: _____
Name: _____
Title: _____

TRANSFEROR S SETTLEMENT SHEET

DATE November 20 2006
 TRANSFEROR TS Basin Builders LLC
 TRANSFEREE Town of Thompson s Station, Tennessee
 PROJECT Waste Water Treatment Facility Thompson s Station Tennessee

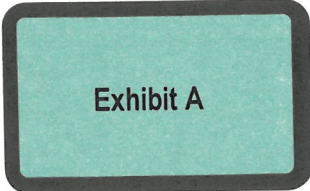
	Debits	Credits
Assets Transferred		\$7 097 975 00
Town of Thompson s Station Operating Reserve	300 000 00	
Payoff Loan to C & L Development	964 084 00	
Development/Construction Contract to Tollgate Farms LLC	4 909 606 00	
Completion Escrow to John T Cook, P C	210 000 00	
Williamson County Rollback Taxes Map 132 Parcel 41 02 (August 23 2005 to December 31 2005)	807 23	
Williamson County Taxes (Current Year 2006) Map 132 Parcel 41 02	2 692 00	
<hr/>		
Proceeds due Transferor	710 785 77	
<hr/>		
TOTALS	\$ 7 097 975 00	\$ 7 097 975 00

The undersigned acknowledges and understands the above itemized debits and credits and hereby certifies that same are true and correct and are herewith approved

TRANSFEROR

TS Basin Builders LLC

By Leon C Heron
 Leon C Heron, Chief Manager



TRANSFEREE S SETTLEMENT SHEET

DATE November 20 2006
 TRANSFEROR TS Basin Builders LLC
 TRANSFEREE Town of Thompson s Station, Tennessee
 PROJECT Waste Water Treatment Facility Thompson s Station Tennessee

	Debits	Credits
Assets Received	\$7 097,975 00	
Funding Provided by Tollgate Farms LLC		2 286 775 00
Funding Provided by Hood Development		2,689 325 00
Funding Provided by Bridgemore Development		1 188 250 00
Funding Provided by C & L Development		933 625 00
Funds Required from Transferee	0	
TOTALS	\$ 7 097 975 00	\$7 097 975 00

The undersigned acknowledges and understands the above itemized debits and credits and hereby certifies that same are true and correct and are herewith approved

TRANSFEREE

Town of Thompson s Station, Tennessee

By Chery Jackson

Statement of Funds for C & L Development
related to TS Basin Builders LLC
November 20 2006

	Credits	Debits
Payoff of Loan provided to TS Basin Builders LLC	\$964 084 00	
Funds Required for Assignment of Sewer Capacity		933 625 00
Williamson County Rollback Taxes Map 132 Parcel 41 06 (which are a lien on Parcel 41 02)		1 366 00
Williamson County Rollback Taxes Map 132 Parcel 41 02 (Tax Years 2003 and 2004)		4 492 66
Williamson County Rollback Taxes Map 132, Parcel 41 02 (Jan 1 2005 to August 22 2005)		1 439 10
Excess Funds Refunded to C&L Development		23 161 24
TOTALS	\$964 084 00	\$964 084 00

The undersigned acknowledges and understands the above itemized debits and credits and hereby certifies that same are true and correct and are herewith approved

TRANSFeree

C & L Development, LLC

By Ann L. Henry



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

June 4, 2021

Mr. Bryan King
Town of Thompson's Station
1550 Thompson's Station Road West
Thompson's Station, Tennessee 37179

**RE: PRATT ROAD REPAVING
RECOMMENDATION FOR AWARD
G&M FILE #1402-01**

Dear Mr. King,

On May 25, 2021, bids were received and opened for the above referenced project. Five (5) bids were submitted and opened. The certified bid tabulation is attached hereto. The apparent low, responsive bidder is **Wright Paving Contractors** (Contractor) of Fayetteville, Tennessee at **\$117,551.50**.

I have verified that the Contractor has a valid and current Tennessee contractor's license with the proper license category and monetary limit to be considered a responsive bidder.

Assuming you have no budgetary constraints and based on the above information, we recommend awarding the unit price contract in the amount of \$117,551.50 to the apparent low bidder, Wright Paving Contractors.

Please note that the City reserves the right to reject any and all bids for any reason and re-bid the project if desired. Also note that this project was bid as a unit price project with estimated quantities for the proposed scope of work to be conducted. As such, the final contract payment amount will be adjusted to reflect the actual quantities that are installed as opposed to the estimated quantities that were the basis for the bids.

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.

**PRATT ROAD REPAVING
THOMPSONS STATION, TENNESSEE
BID DATE: MAY 25, 2021 AT 2:00 PM CDT
GRIGGS AND MALONEY, INC. PROJECT NO. 1402-01**

Contractor's Name & Address				Wright Paving Contractors 372 Shelbyville Hwy. Fayetteville, TN 37334		Volunteer Paving 750 Hwy 99 Lewisburg, TN 37091		Rogers Group Inc. 1511 Nashville Hwy., Ste C Columbia, TN 38401	
No.	Description	Unit	Est. Quan.	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Asphaltic Concrete Paving Binder Type "B", complete in place, compacted, including tack coat and finishing, includes striping as necessary to match striping of existing roads	TON	1,400	\$66.71	\$93,394.00	\$69.87	\$97,818.00	\$72.50	\$101,500.00
2	Asphaltic Concrete Paving Type "307-CS" for leveling/scratch course, complete in place, compacted, including tack coat.	TON	250	\$72.23	\$18,057.50	\$83.75	\$20,937.50	\$85.00	\$21,250.00
3	Crushed Stone Base, Section 303 Pugmill mix for subgrade repair as directed by Engineer, complete in place including compaction, excavation and subgrade preparation	TON	5	\$1,220.00	\$6,100.00	\$420.00	\$2,100.00	\$285.00	\$1,425.00
TOTAL BASE BID				\$117,551.50		\$120,855.50		\$124,175.00	

I certify this Bid Tabulation to be an accurate and complete summary of the Bids received 05/25/2021 at 2:00 PM CDT.



Will Owen, P.E., Griggs & Maloney, Inc.

5/26/2021
Date

**PRATT ROAD REPAVING
THOMPSONS STATION, TENNESSEE
BID DATE: MAY 25, 2021 AT 2:00 PM CDT
GRIGGS AND MALONEY, INC. PROJECT NO. 1402-01**

Contractor's Name & Address				Tennessee Valley Paving Co. 135 Old Carters Creek Pk. Franklin, TN 37064		Four Star Paving 1441 Elm Hill Pike Nashville, TN 37210	
No.	Description	Unit	Est. Quan.	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1	Asphaltic Concrete Paving Binder Type "B", complete in place, compacted, including tack coat and finishing, includes striping as necessary to match striping of existing roads	TON	1,400	\$75.25	\$105,350.00	\$90.39	\$126,546.00
2	Asphaltic Concrete Paving Type "307-CS" for leveling/scratch course, complete in place, compacted, including tack coat.	TON	250	\$104.00	\$26,000.00	\$108.91	\$27,227.50
3	Crushed Stone Base, Section 303 Pugmill mix for subgrade repair as directed by Engineer, complete in place including compaction, excavation and subgrade preparation	TON	5	\$1,000.00	\$5,000.00	\$247.00	\$1,235.00
TOTAL BASE BID				\$136,350.00		\$155,008.50	

I certify this Bid Tabulation to be an accurate and complete summary of the Bids received 05/25/2021 at 2:00 PM CDT.



Will Owen, P.E., Griggs & Maloney, Inc.

5/26/2021
Date

H. B. & T. S. Utility District

505 Downs Blvd Franklin, Tennessee 37064
615 -794-7796 Fax: 615 - 591-9094

June 24, 2021

Kenneth McLawhon
Town Administrator
Town of Thompson's Station
1550 Thompson's Station Road
Thompson's Station, Tennessee 37179

Email: k.mclawhon@thompsons-station.com

RE: CRITZ LANE ROAD IMPROVEMENTS
INVOICE for HB&TS waterline relocation cost at the Clayton Arnold
Road Roundabout
Reference: Town of Thompson's Station Resolution No. 2021-002.

This is to advise that HB&TS has completed the relocation of 18" and 12" water transmission mains and appurtenances, that was necessary due to the Town's proposed construction of Critz Lane Road improvements at the roundabout.

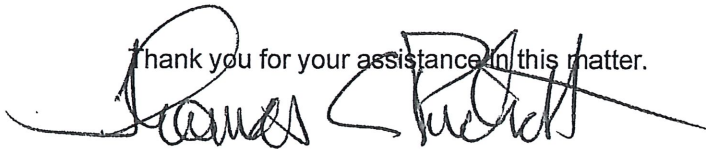
Hughes Excavating LLC, was the low bid contractor that performed subject water facilities relocation. The Detailed breakdown of Contract Items for the relocation Contract Items is shown in SCHEDULE "B" of the contractors *Final Payment Request Estimate No.5*, which is enclosed.

HB&TS Invoice to Thompson's Station for cost of relocation is as follows:

Construction	\$ 93,754.33
Engineering	\$ 8,323.77
Total	\$102,077.60

Subject Town Resolution authorized \$143,000 for this work. Because our contractor was able to re-use valves and to coordinate the work with installation of water lines with the Avenue Downs development, the final cost was \$40,922.40 less than the estimate and authorized reimbursement of \$143,000.

Thank you for your assistance in this matter.



THOMAS C. PUCKETT
General Manager
HB&TS Utility District
tpuckett_hbts@bellsouth.net



CC: James C. Hailey Engineers
Dewey Branstetter, Attorney

RESOLUTION NO. 2021-012
A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE FUNDS FOR THE RELOCATION OF UTILITY POLES OWNED AND
MAINTAINED BY MIDDLE TENNESSEE ELECTRIC (MTE) RELATED TO PHASE I OF THE
CRITZ LANE PROJECT

WHEREAS, the Town of Thompson's Station (the "Town") has contracted with Rogers Group, Inc. to perform the improvements related to the public right-of-way known as Critz Lane, specifically Phase I of the same ("Critz Lane Project"); and

WHEREAS, certain utilities necessarily must be relocated due to the aforementioned improvements to Critz Lane; and

WHEREAS, MTE has provided to the Town a sales order / receipt for the relocation of ten (10) utility poles effected by the Critz Lane Project along Critz Lane; and

WHEREAS, MTE has sent and confirmed the amount owed by the Town for the relocation of the utility poles, in the amount of \$44,994.70, via sales order / receipt, which is attached hereto as Exhibit "A"; and

WHEREAS, the work to be performed by MTE has been reviewed by the Town's engineer for the Critz Lane Project, Ragan-Smith, and the same has been deemed acceptable.

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

That the Town of Thompson's Station, Tennessee does hereby authorize and approve funds for the necessary utility pole relocation by MTE, and said funds are to be remitted to MTE upon passage of this Resolution.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

Corey Napier , Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

TOWN OF THOMPSONS STATION
 PO BOX 100
 THOMPSONS STATION TN 37179-0100

Account: 511834

Page 1 of 1

Description: Critz In improvements Electric line Relocate, from Clayton Arnold rd to Bridgemore

CATALOG ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
	Relocation of 10 poles on Critz In	1.000	EA	44,994.7000	44,994.70	

MESSAGES

TOTAL ORDER AMOUNT: \$ 44,994.70

RESOLUTION NO. 2021-013

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE THE RAGANSMITH ADDITIONAL WORK SUPPLEMENT FOR THE
CRITZ LANE PROJECT**

WHEREAS, the Town of Thompson's Station has previously entered into a contract with RaganSmith for engineering services related to the Critz Lane Project;

WHEREAS, RaganSmith has engaged in necessary work to reduce overall project costs and manage the project needs; and

WHEREAS, the Town of Thompson's Station finds the work performed and to be performed by RaganSmith to be in the best interests of the Critz Lane Project and, therefore, the citizens of the Town;

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

That the Additional Work Supplement submitted by RaganSmith in the amount of \$24,000.00 based upon work that has been and will be performed in connection with the Critz Lane Project is hereby approved, and the Mayor is authorized to sign the agreement on behalf of the Town of Thompson's Station.

RESOLVED AND ADOPTED this ____ day of August, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

RESOLUTION NO. 2021-014

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CHANGE ORDER / REVISED PROPOSAL WITH ROGERS
GROUP, INC. REGARDING THE PHASE I OF THE CRITZ LANE PROJECT**

WHEREAS, the Town of Thompson's Station has previously entered into a contract with Rogers Group, Inc. as the low bidder for Phase I of the Critz Lane Project;

WHEREAS, RaganSmith, the Town's engineer for Phase I of the Critz Lane Project, has altered the plans for the project to accommodate certain underground utilities and save the Town from have to relocate the same; and

WHEREAS, the Town of Thompson's Station finds the change order / revised proposal submitted by Rogers Group, Inc. and reviewed by RaganSmith to be necessary for Phase I of the Critz Lane Project;

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

That the change order / revised proposal submitted by Rogers Group, Inc. and reviewed by RaganSmith is necessary to proceed with Phase I of the Critz Lane Project. Accordingly, the revised proposal is approved in an amount not to exceed \$90,000.00 based upon the change to the engineering plans by RaganSmith and the increase in certain unit prices. The Mayor is authorized to sign the change order / revised proposal on behalf of the Town of Thompson's Station.

RESOLVED AND ADOPTED this ____ day of August, 2021.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

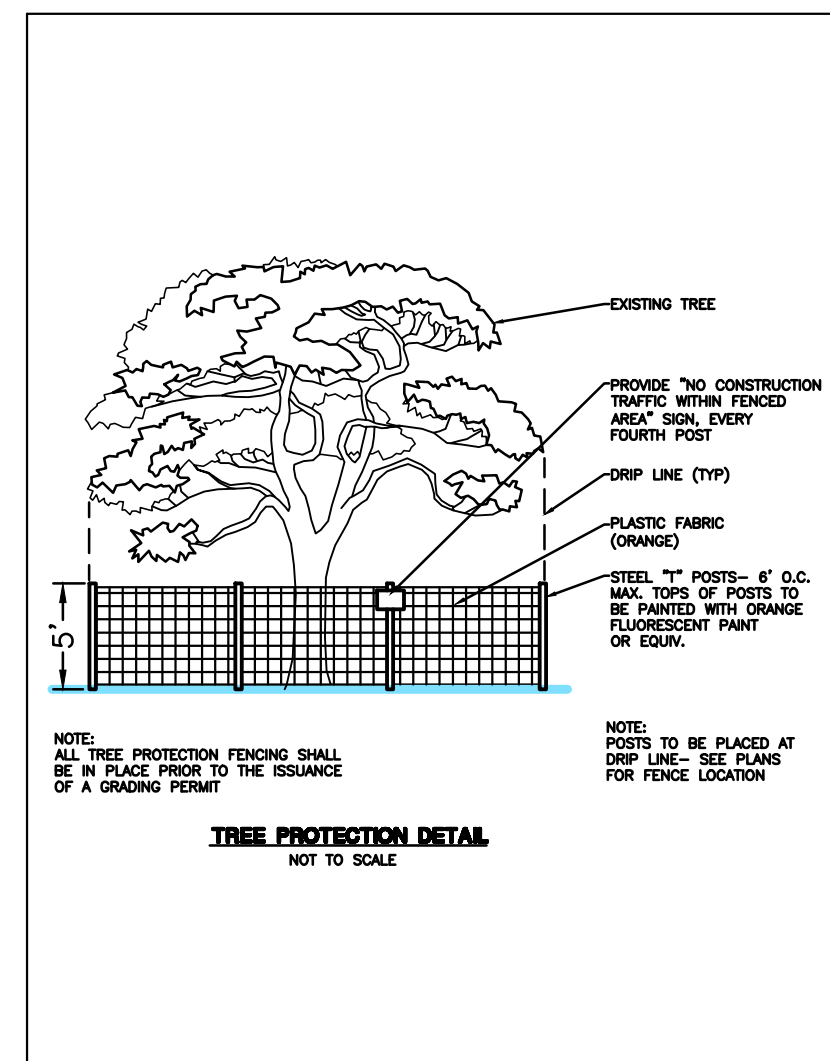
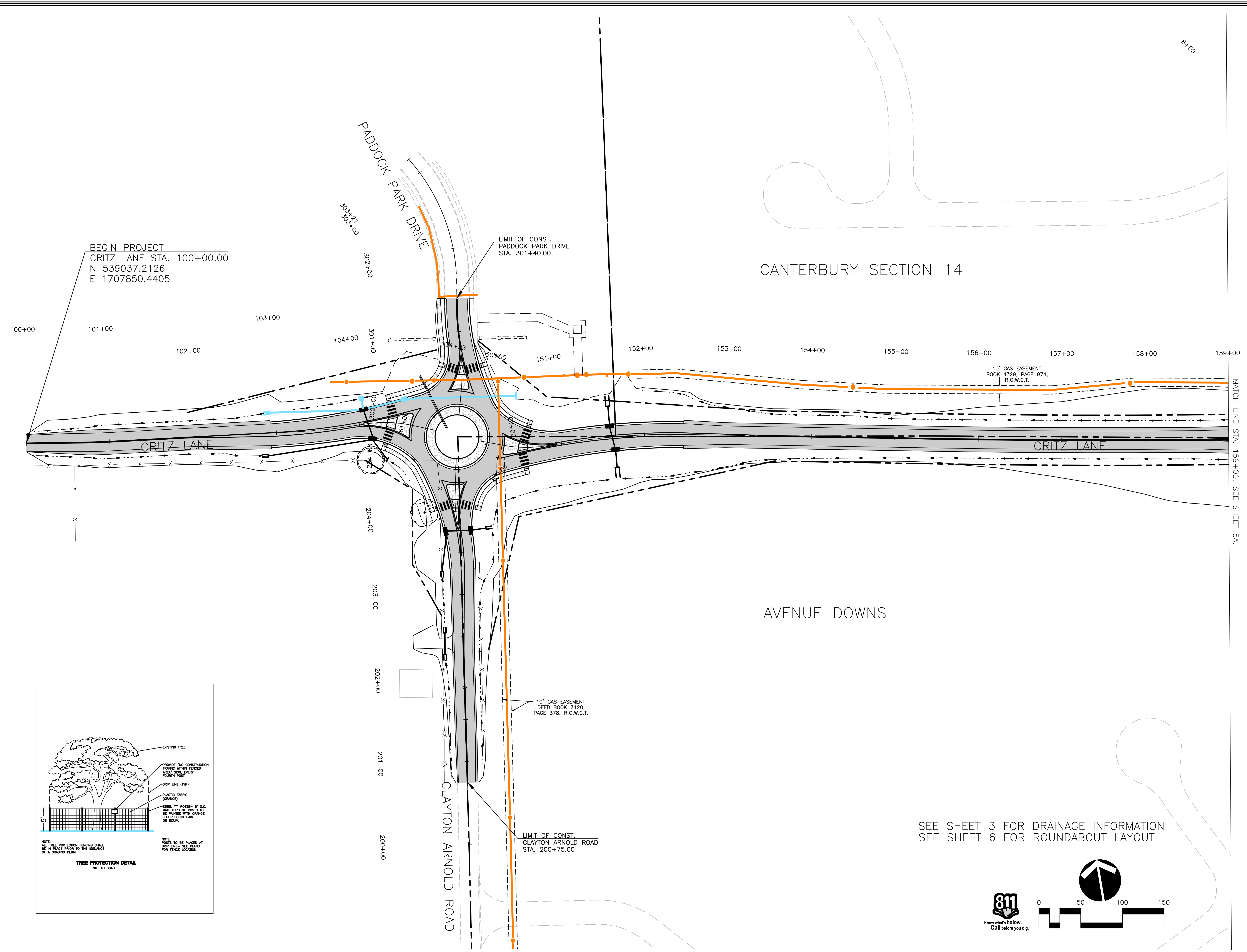
Town Attorney

CRITZ LANE IMPROVEMENTS
 FOR
TOWN OF THOMPSON'S STATION, TN
 TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE

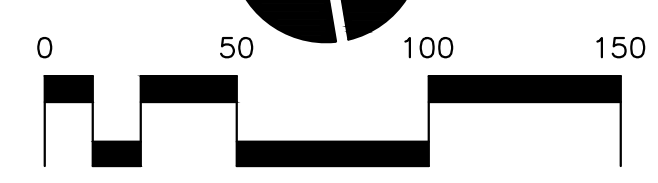
JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:	REV. #	DESCRIPTION:
18190	1349	FLR	FLR	1"=50'	JULY 13, 2020	1	REVISED DESIGN TO ACCOMMODATE 12" CONDUIT UNDER ROUNDABOUT
						2	07-09-2021

PROPOSED LAYOUT

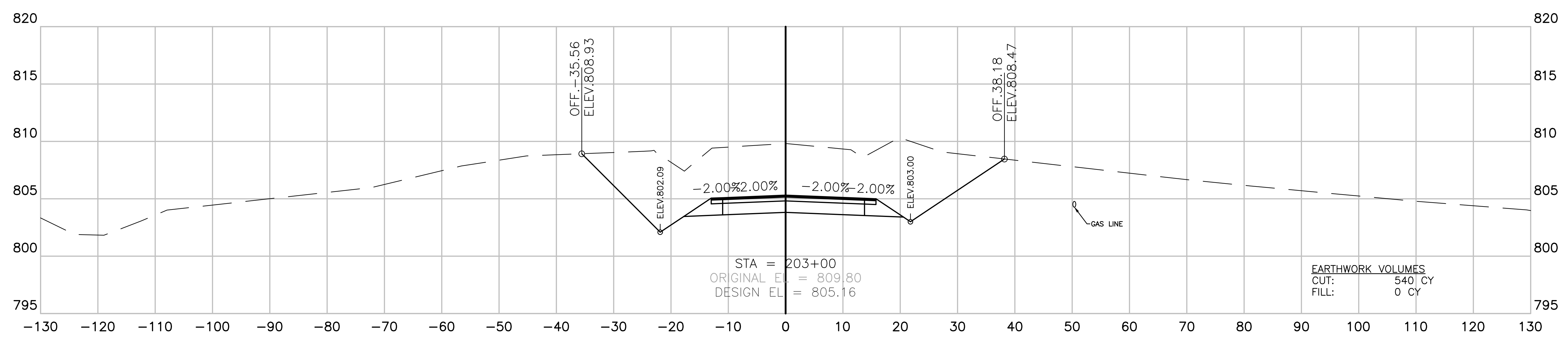
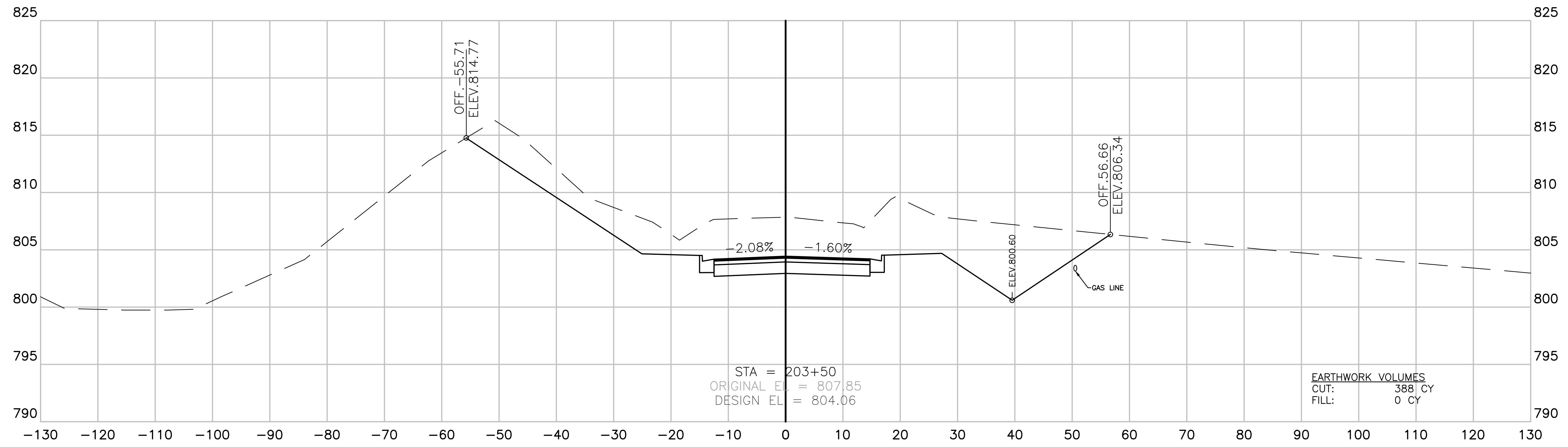
4A



SEE SHEET 3 FOR DRAINAGE INFORMATION
 SEE SHEET 6 FOR ROUNDABOUT LAYOUT



CLAYTON ARNOLD ROAD IMPROVEMENTS AND INTERSECTION WITH CRITZ LANE, AS INDICATED BY THE DASHED LINES.
 PLOTTED BY: GARDNER ON 08/02/2020 10:32 AM. LAST UPDATED BY: GARDNER ON 08/02/2020 10:32 AM



CLAYTON ARNOLD ROAD

SECTION VIEW: 1"=10' HORIZONTAL
 1"=5' VERTICAL

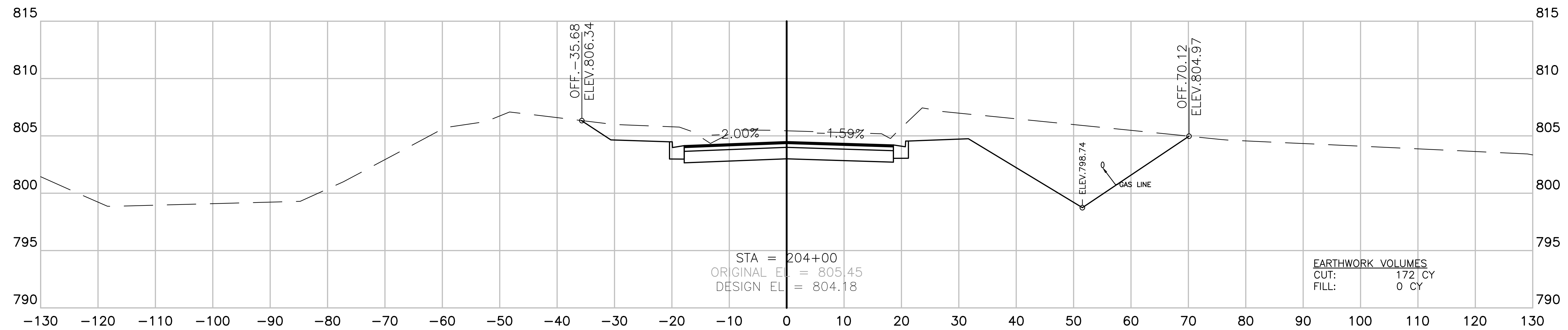
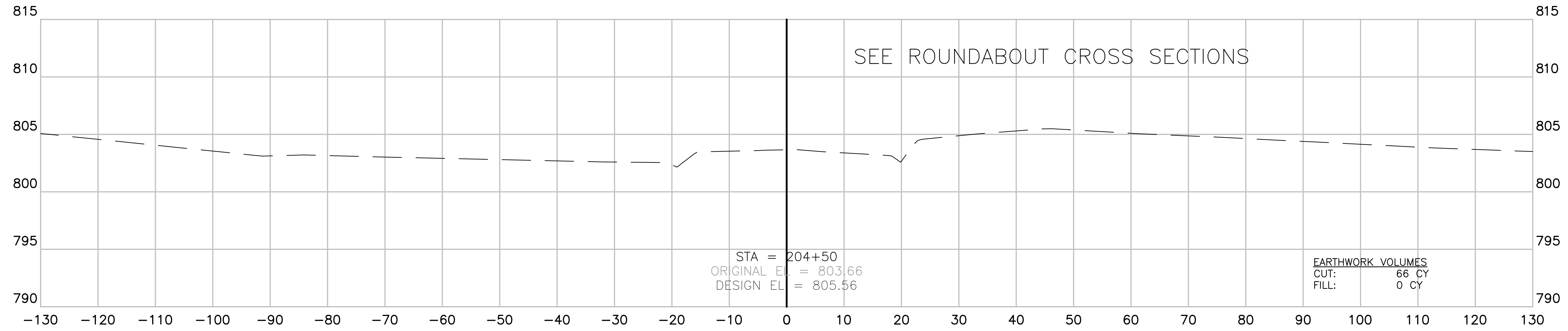
CRITZ LANE IMPROVEMENTS
 FOR
TOWN OF THOMPSON'S STATION, TN
 TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE

REV. #	DATE	DESCRIPTION

CROSS SECTIONS

X23

CLAYTON ARNOLD ROAD IMPROVEMENTS AND RECONSTRUCTION, FINAL CROSS SECTIONS
 PLOTTED BY: GARDNER ON 7/20/20 11:53 AM. LAST UPDATED BY: GARDNER 7/20/20 11:57 AM



CRITZ LANE IMPROVEMENTS
 FOR
TOWN OF THOMPSON'S STATION, TN
 TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:	REV. #	DESCRIPTION:
18190	1349	FLR	FLR	AS SHOWN	JULY 13, 2020		

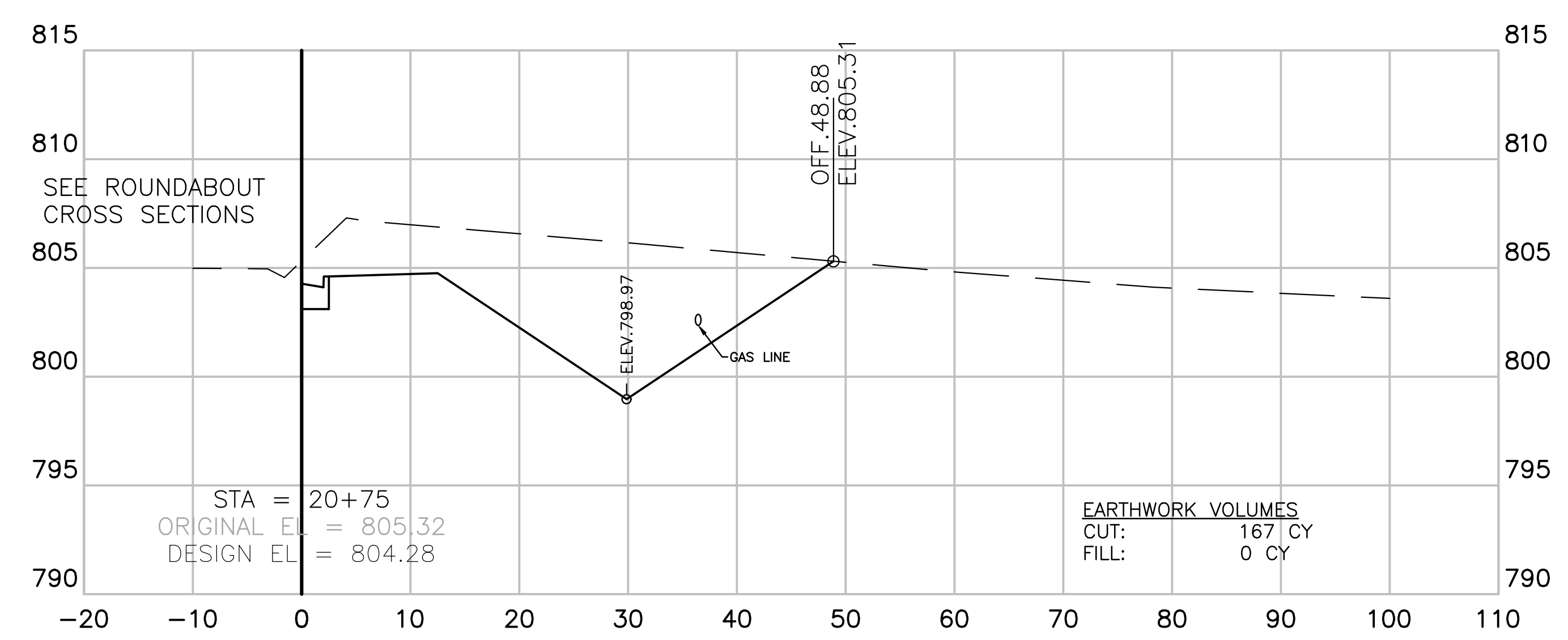
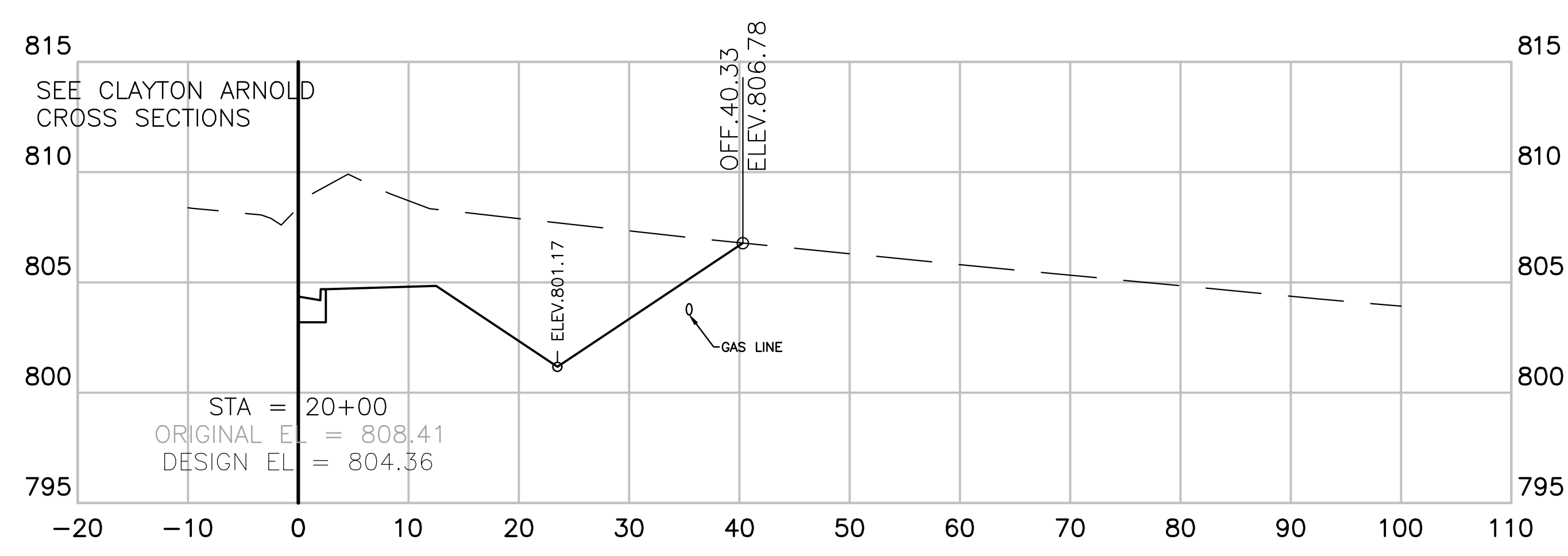
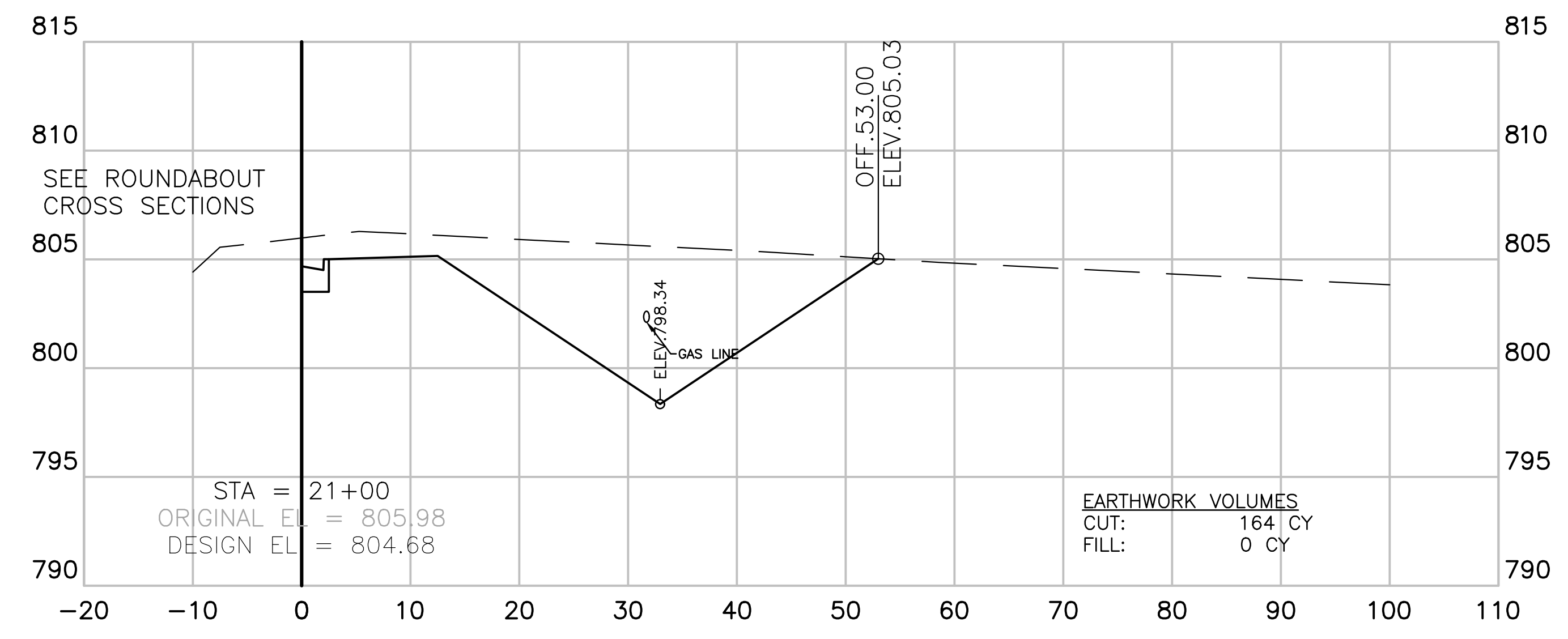
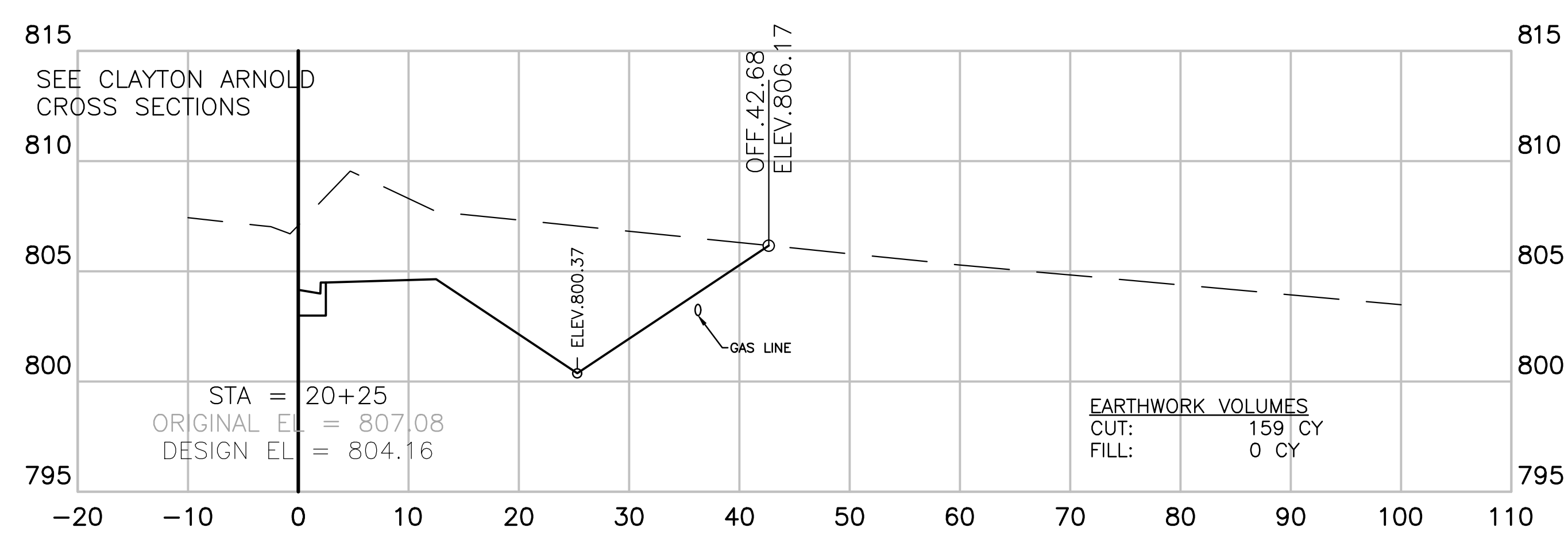
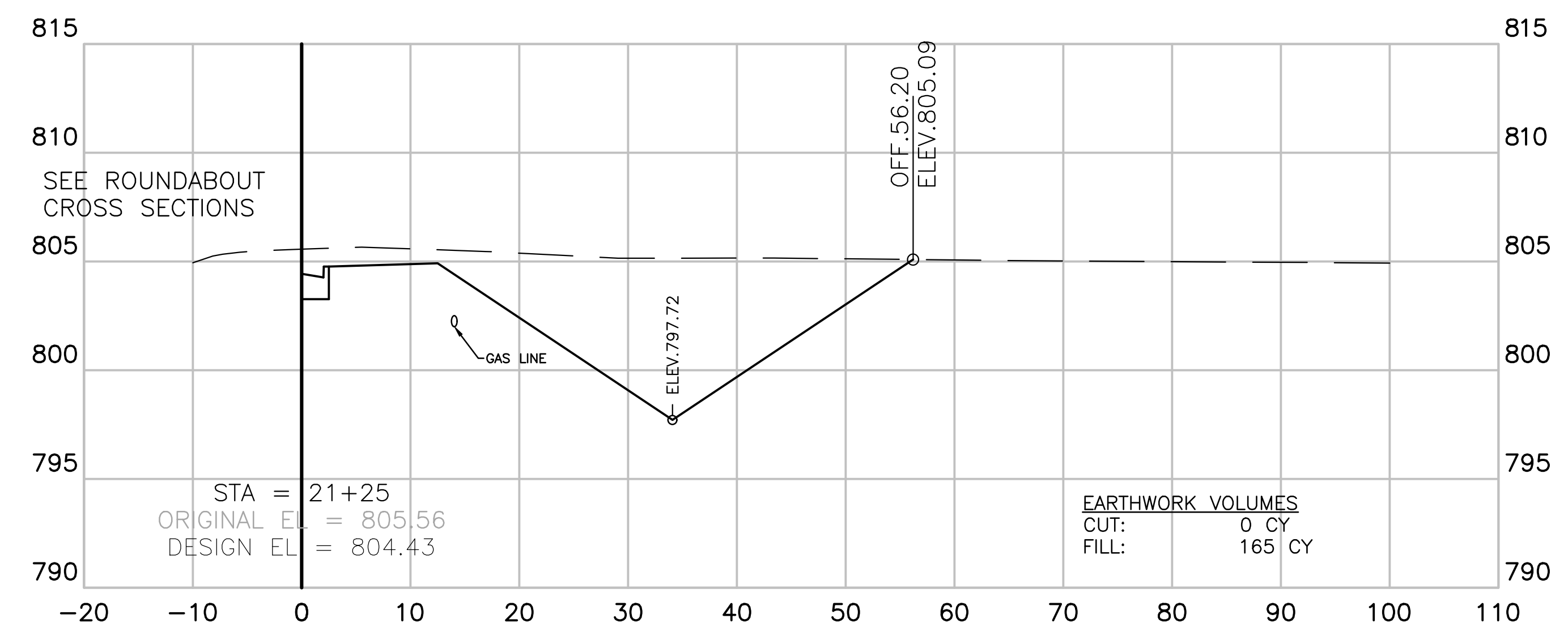
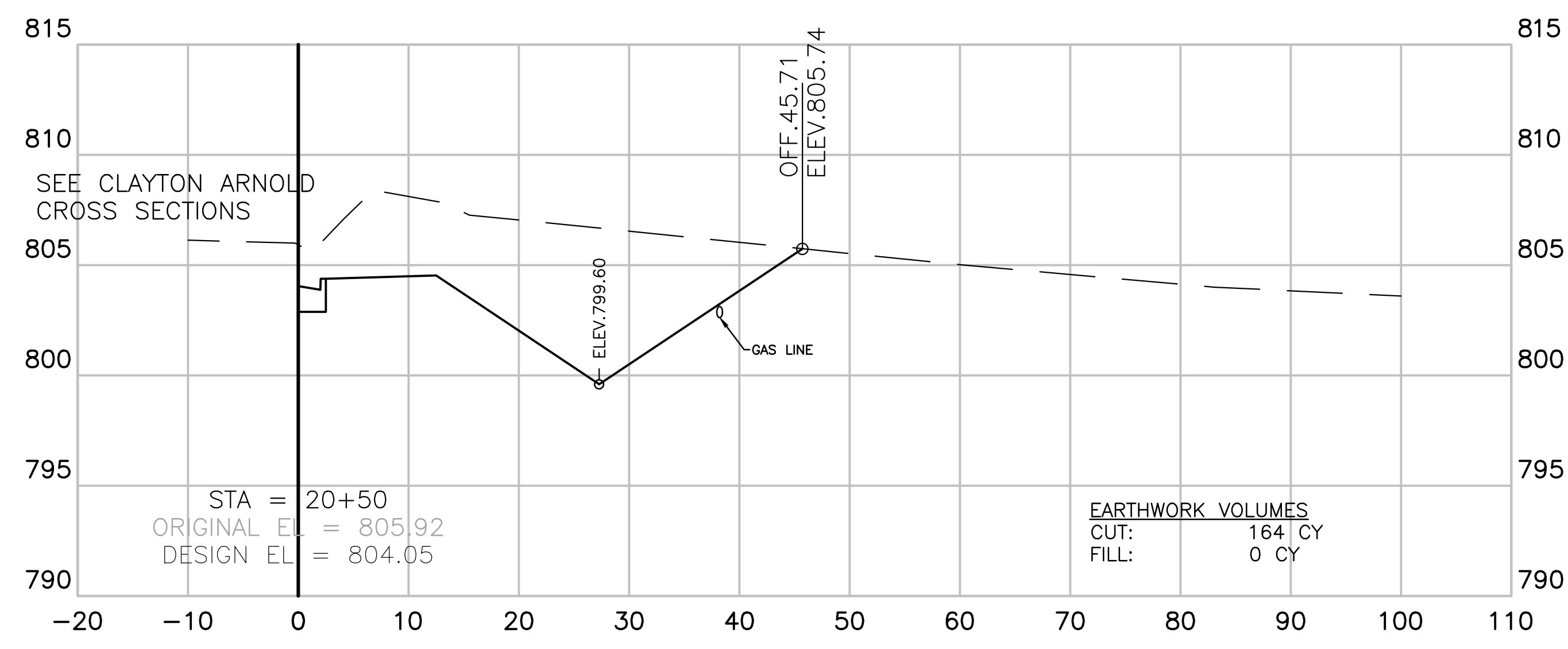
CROSS SECTIONS

X24

CLAYTON ARNOLD ROAD
 SECTION VIEW: 1"=10' HORIZONTAL
 1"=5' VERTICAL

CLAYTON ARNOLD ROAD IMPROVEMENTS AND RECONSTRUCTION, FINAL CROSS SECTIONS
 PLOTTED BY: GARDNER ON 7/20/20 11:54 AM. LAST UPDATED BY: GARDNER 7/20/20 11:57 AM

CRITZ LANE IMPROVEMENTS
 FOR
TOWN OF THOMPSON'S STATION, TN
 TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE



SE QUADRANT
 SECTION VIEW: 1"=10' HORIZONTAL
 1"=5' VERTICAL

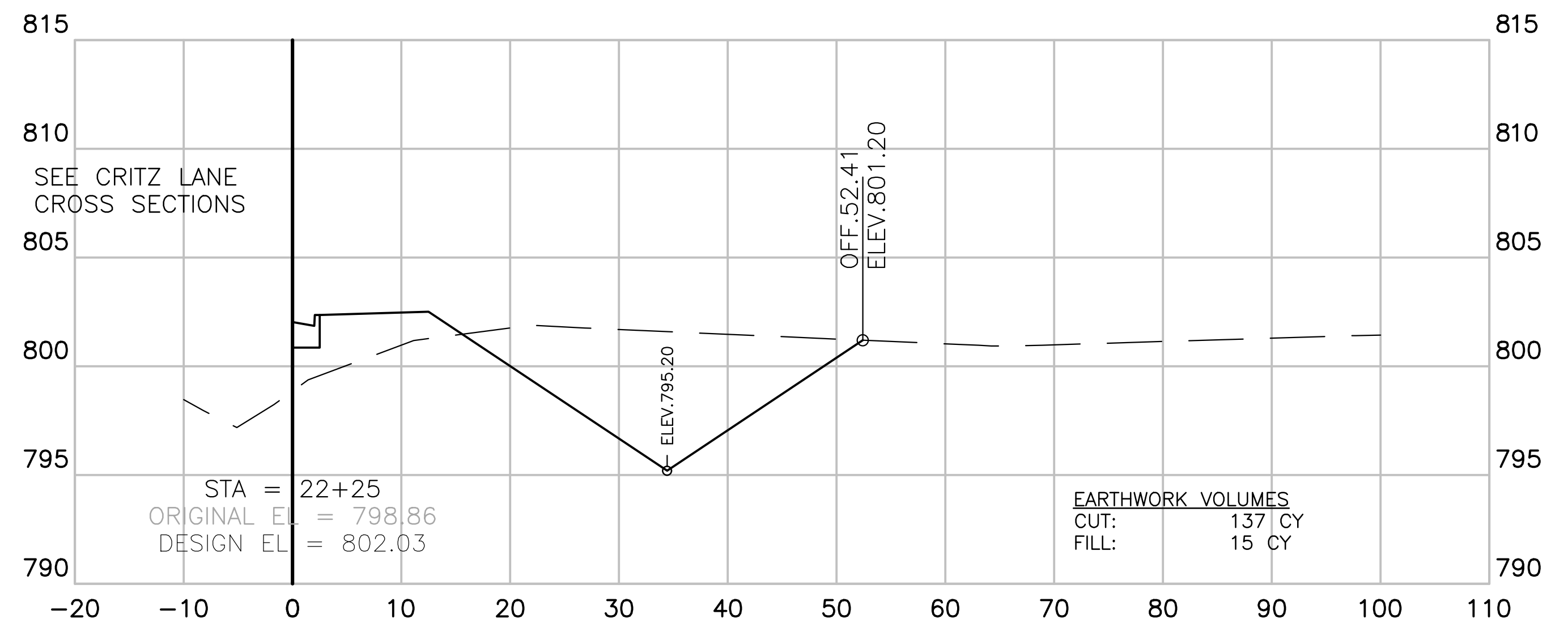
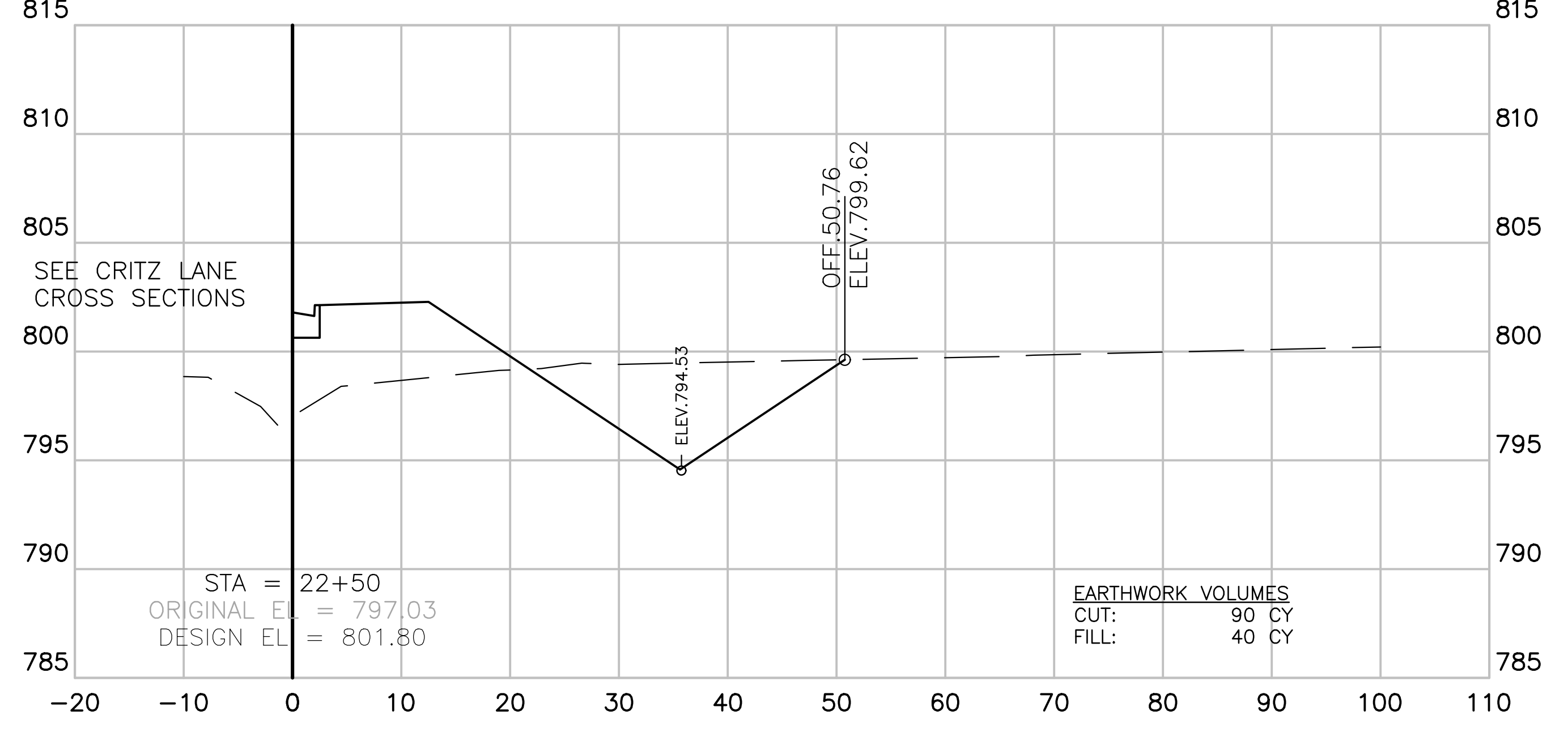
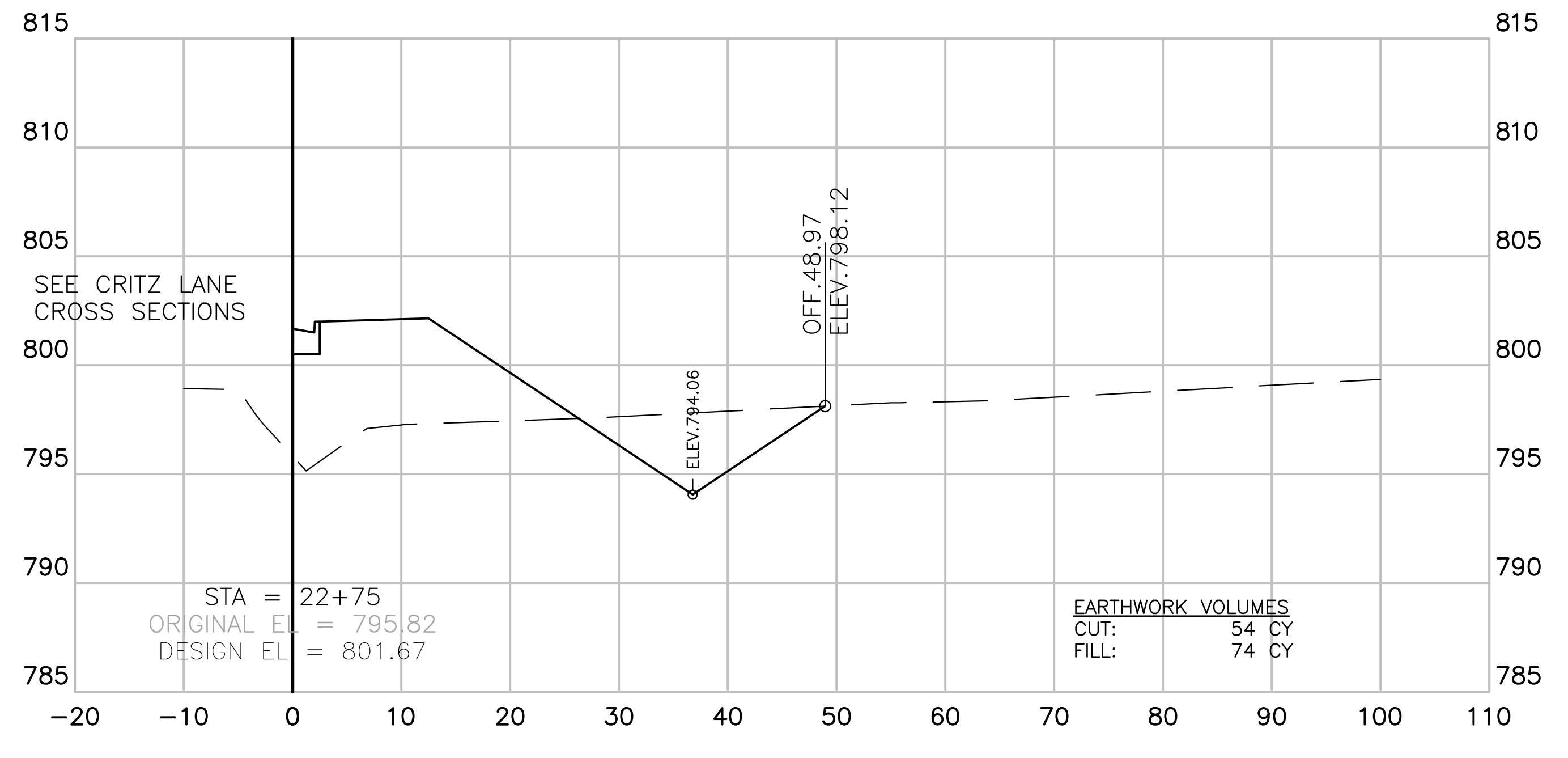
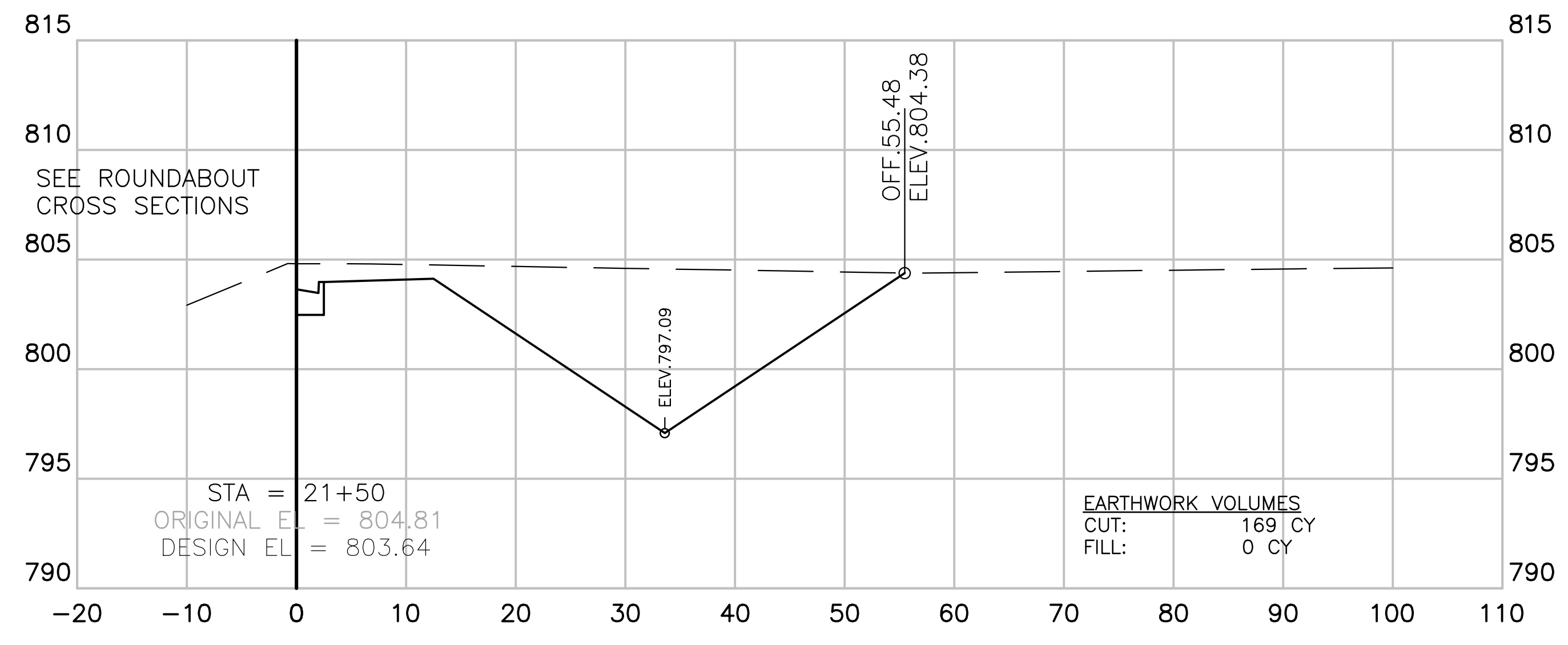
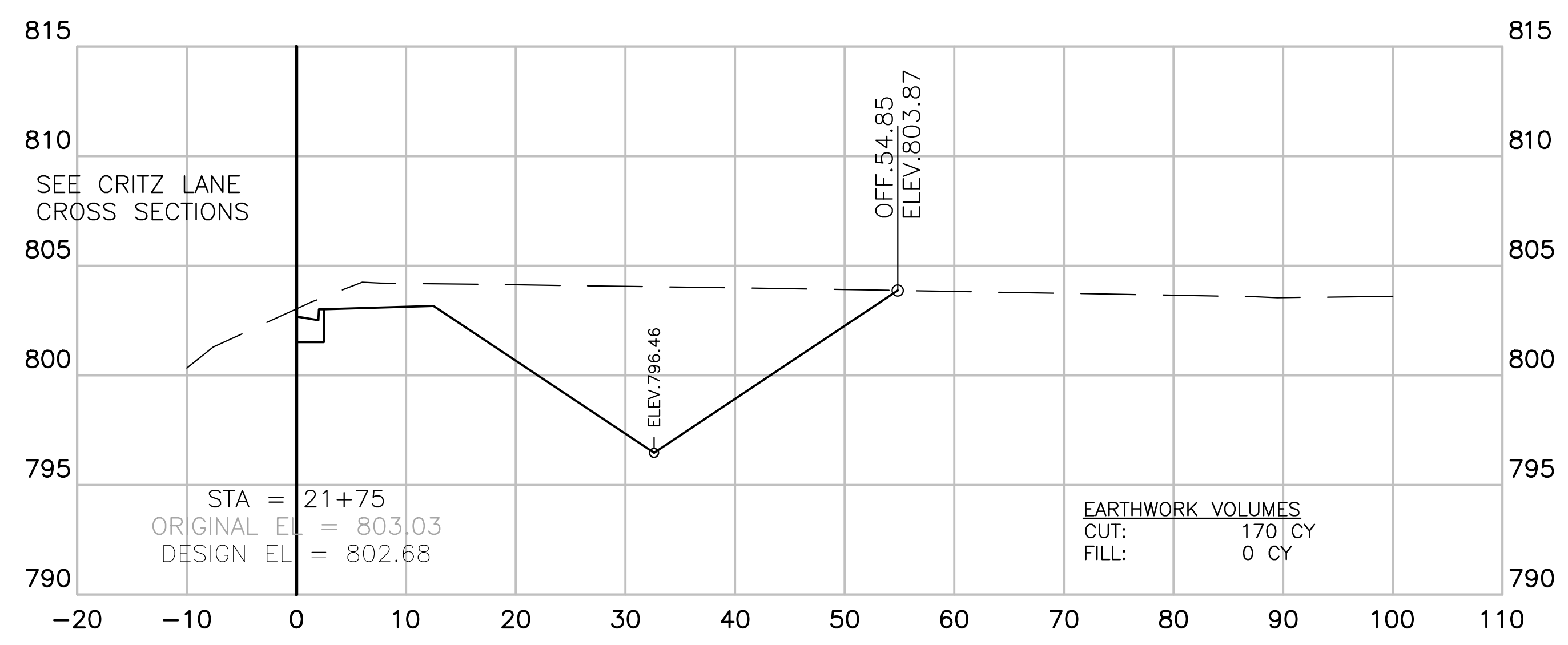
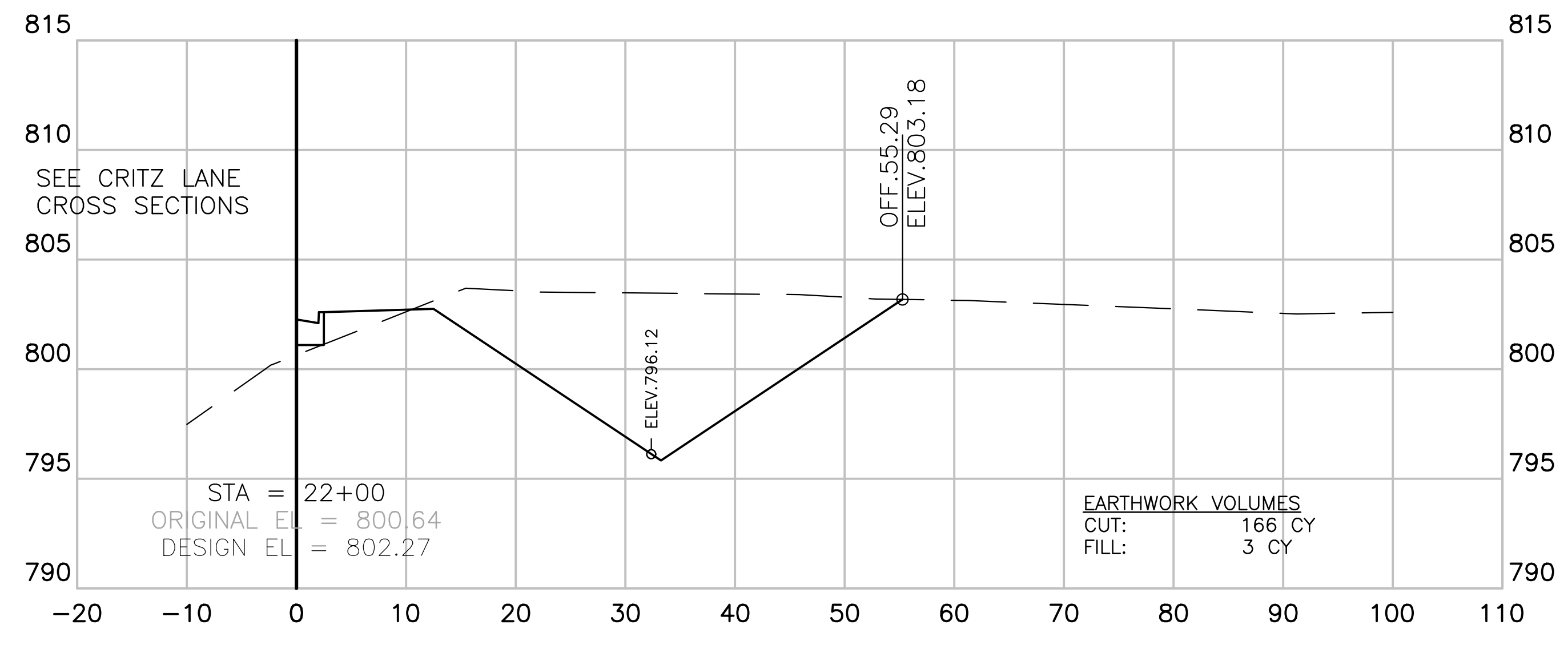
JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:	REV. #	DESCRIPTION:
18190	1349	FLR	FLR	AS SHOWN	JULY 13, 2020		

CROSS SECTIONS

X30

CLAYTON ARNOLD TRANSMISSION AND DISTRIBUTION SYSTEMS, 31' FINAL CROSS SECTIONS
 PLOTTED BY: GARDNER ON 10/20/21 8:54 AM. LAST UPDATED BY: GARDNER 10/20/21 8:54 AM

CRITZ LANE IMPROVEMENTS
 FOR
TOWN OF THOMPSON'S STATION, TN
 TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE



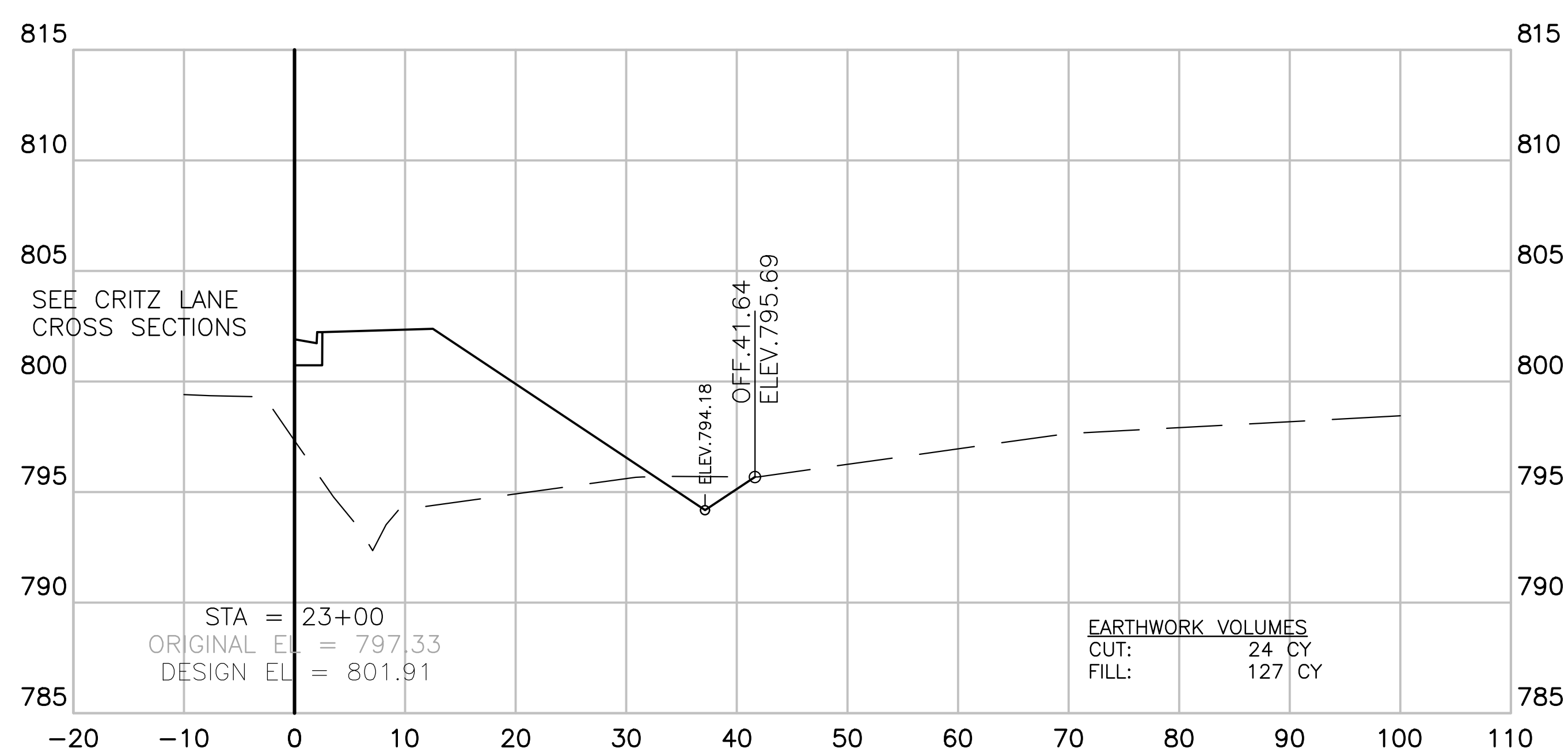
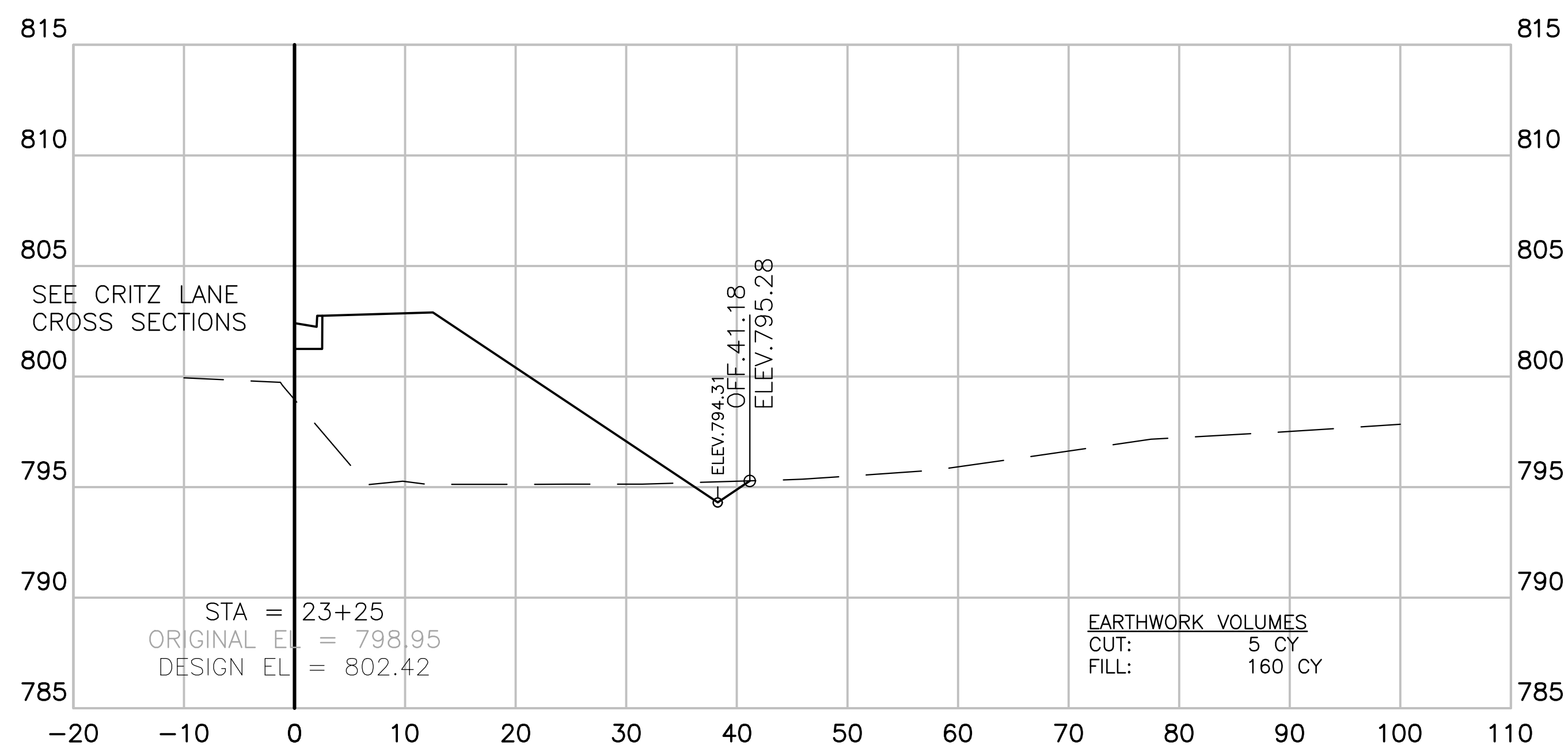
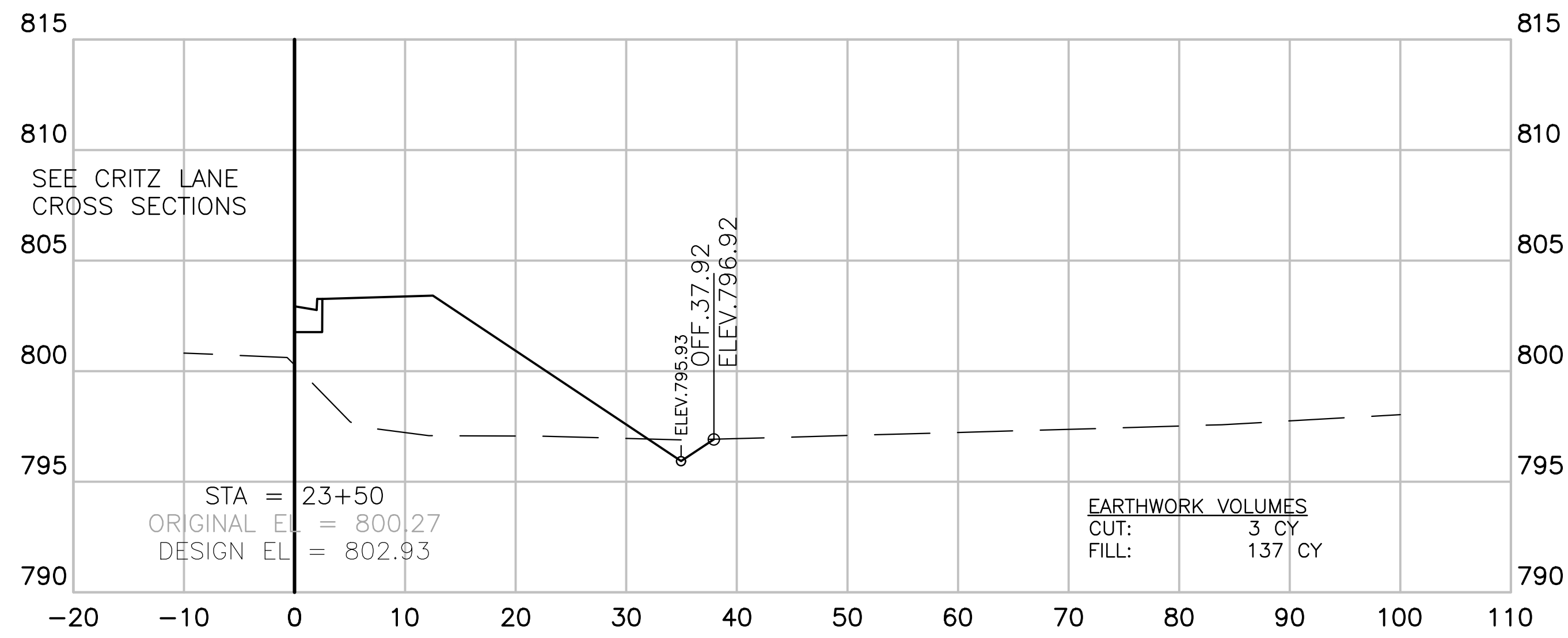
SE QUADRANT
 SECTION VIEW: 1"=10' HORIZONTAL
 1"=5' VERTICAL

JOB NO.	WK. ORDER	DESIGNED:	FLR	DRAWN:	FLR	SCALE:	AS SHOWN	DATE:	REV. #	DATE:	DESCRIPTION:
18190	1349							JULY 13, 2020			

CROSS SECTIONS

X31

CRITZ LANE IMPROVEMENTS AND ROUNDABOUTS, SE QUADRANT SECTION VIEW
 PLOTTED BY: G. W. HARRIS ON 7/13/2020 11:54 AM. LAST UPDATED BY: G. W. HARRIS ON 7/13/2020 11:54 AM



SE QUADRANT
 SECTION VIEW: 1"=10' HORIZONTAL
 1"=5' VERTICAL

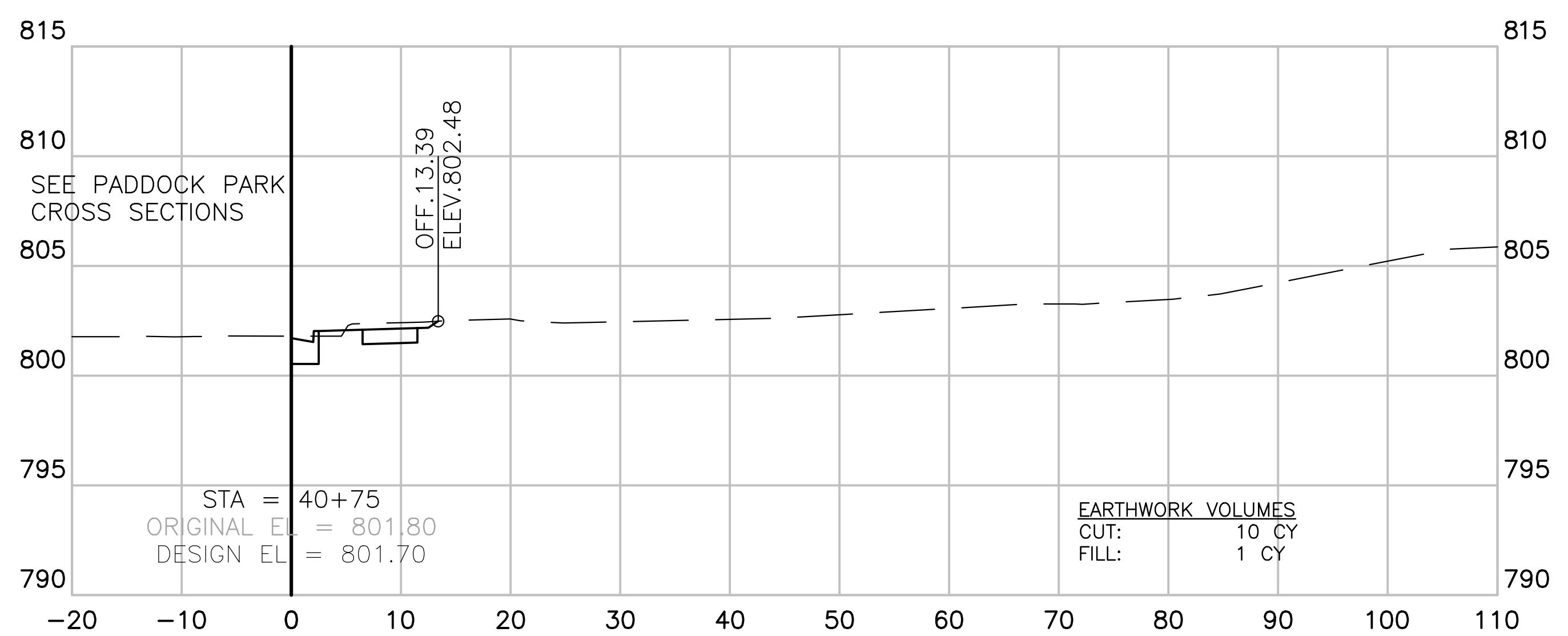
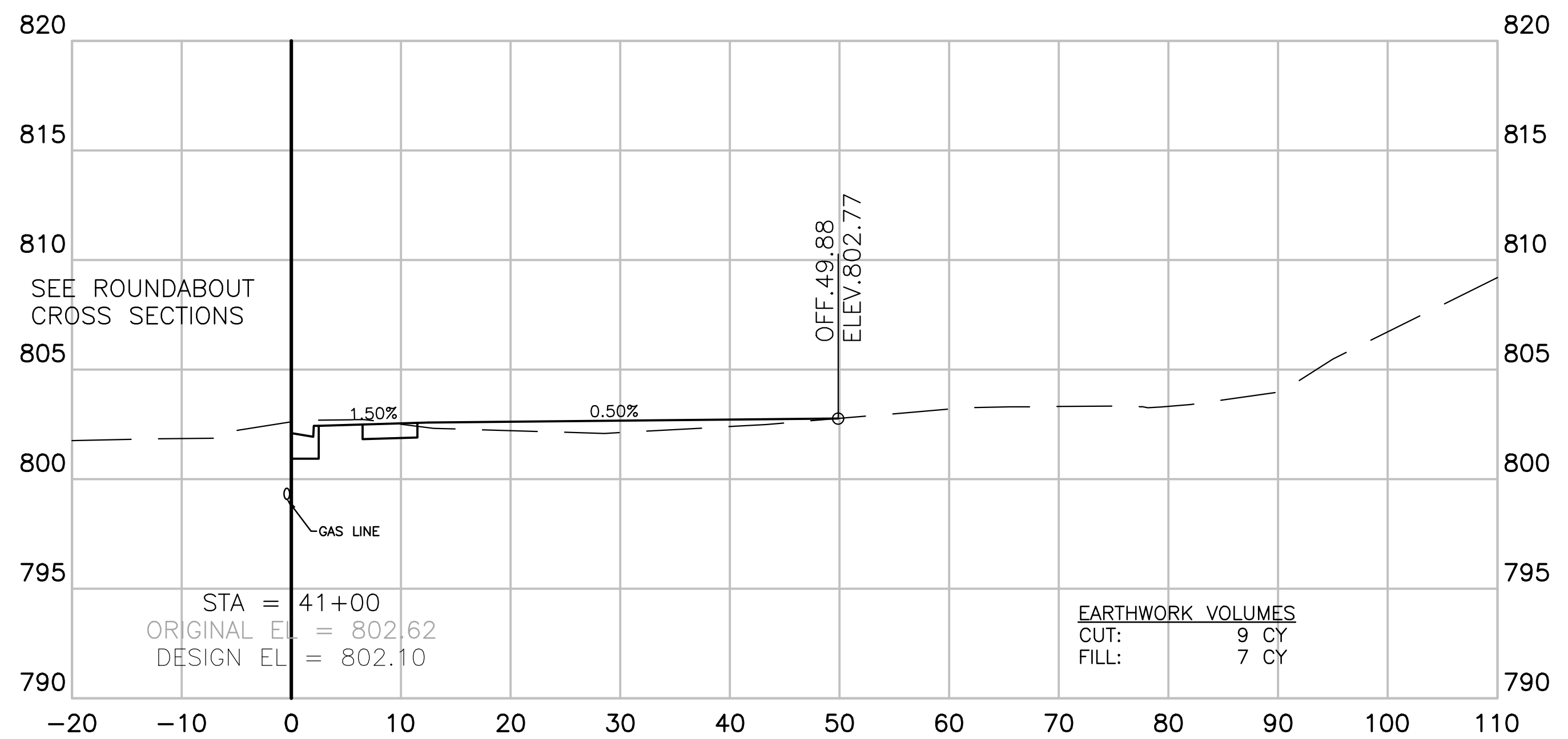
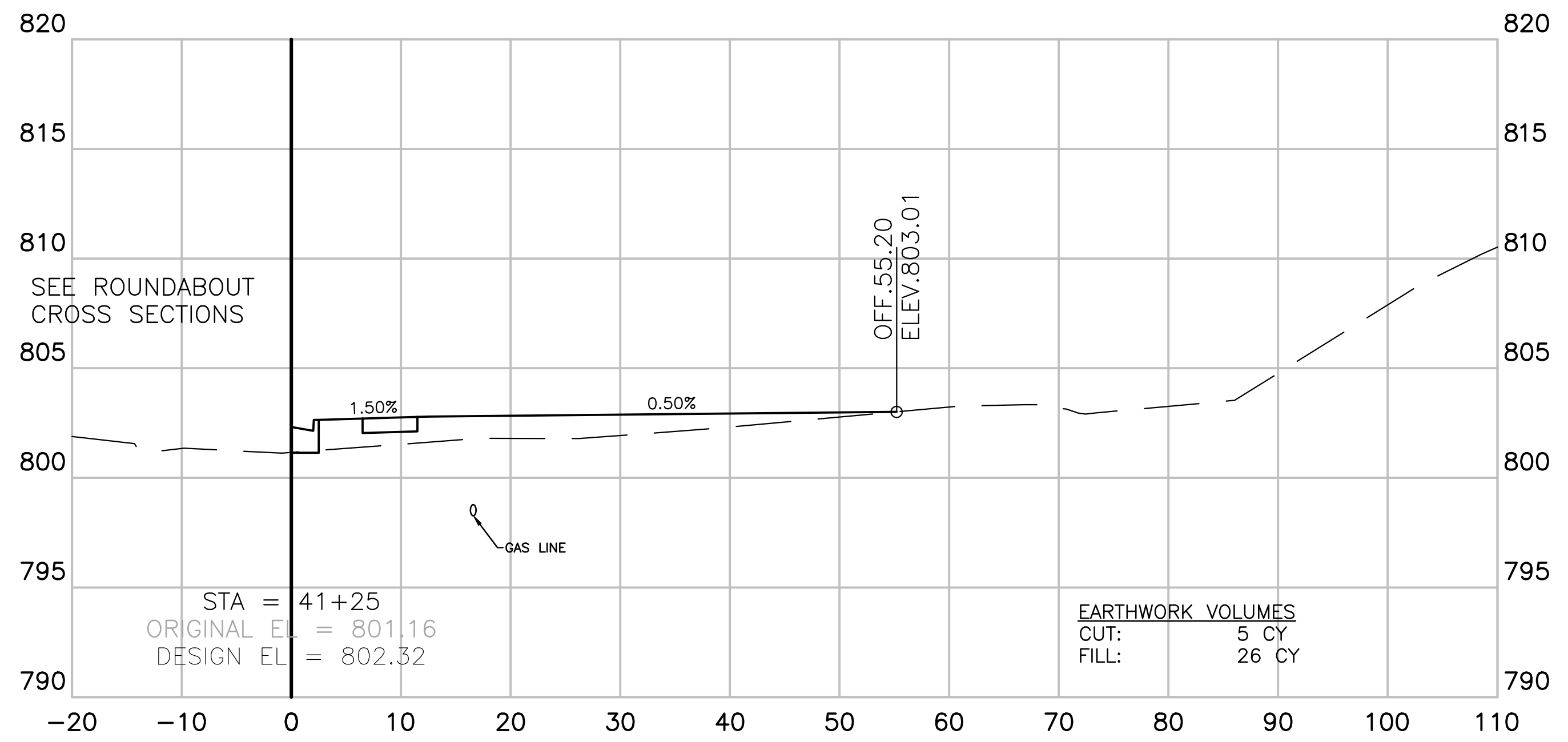
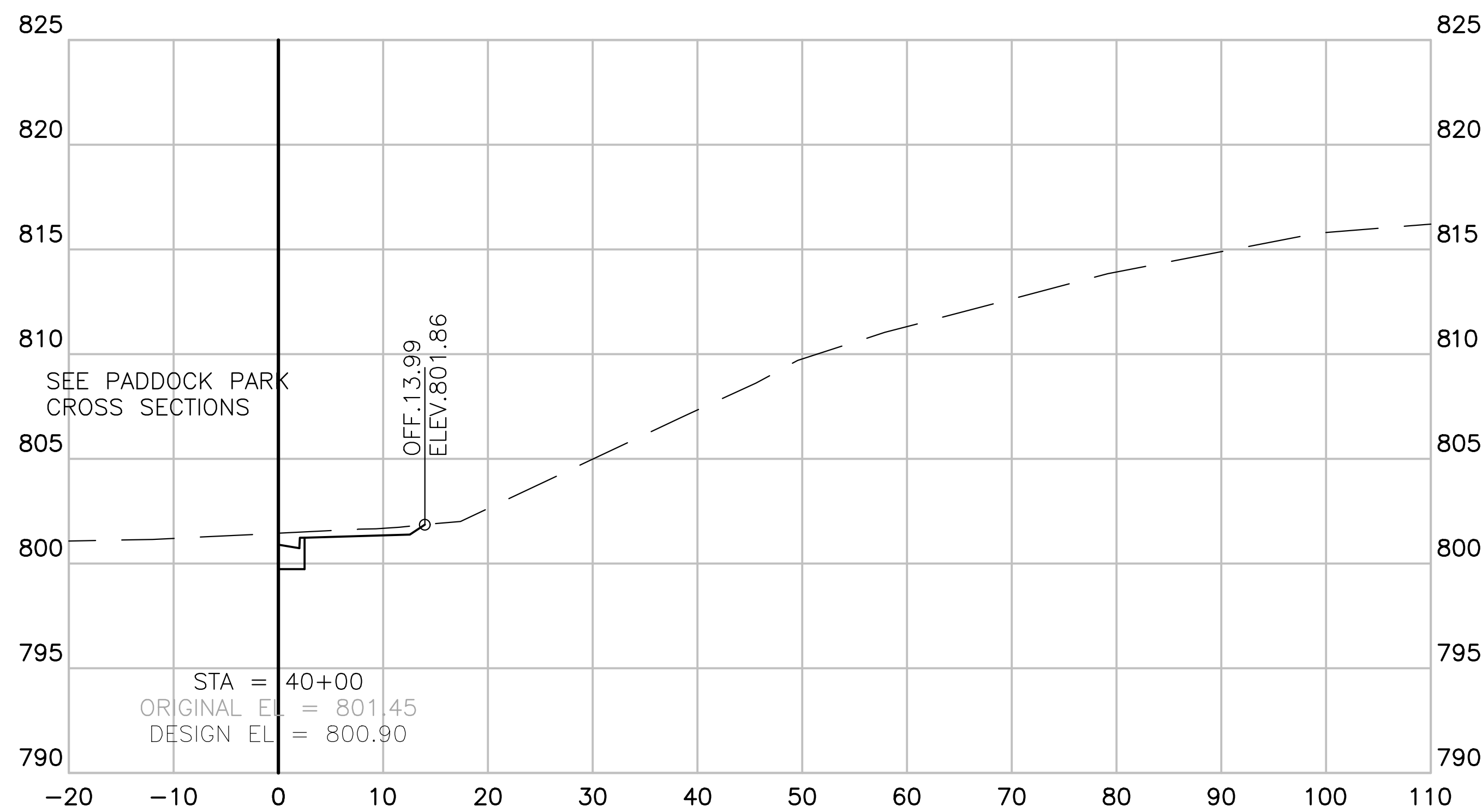
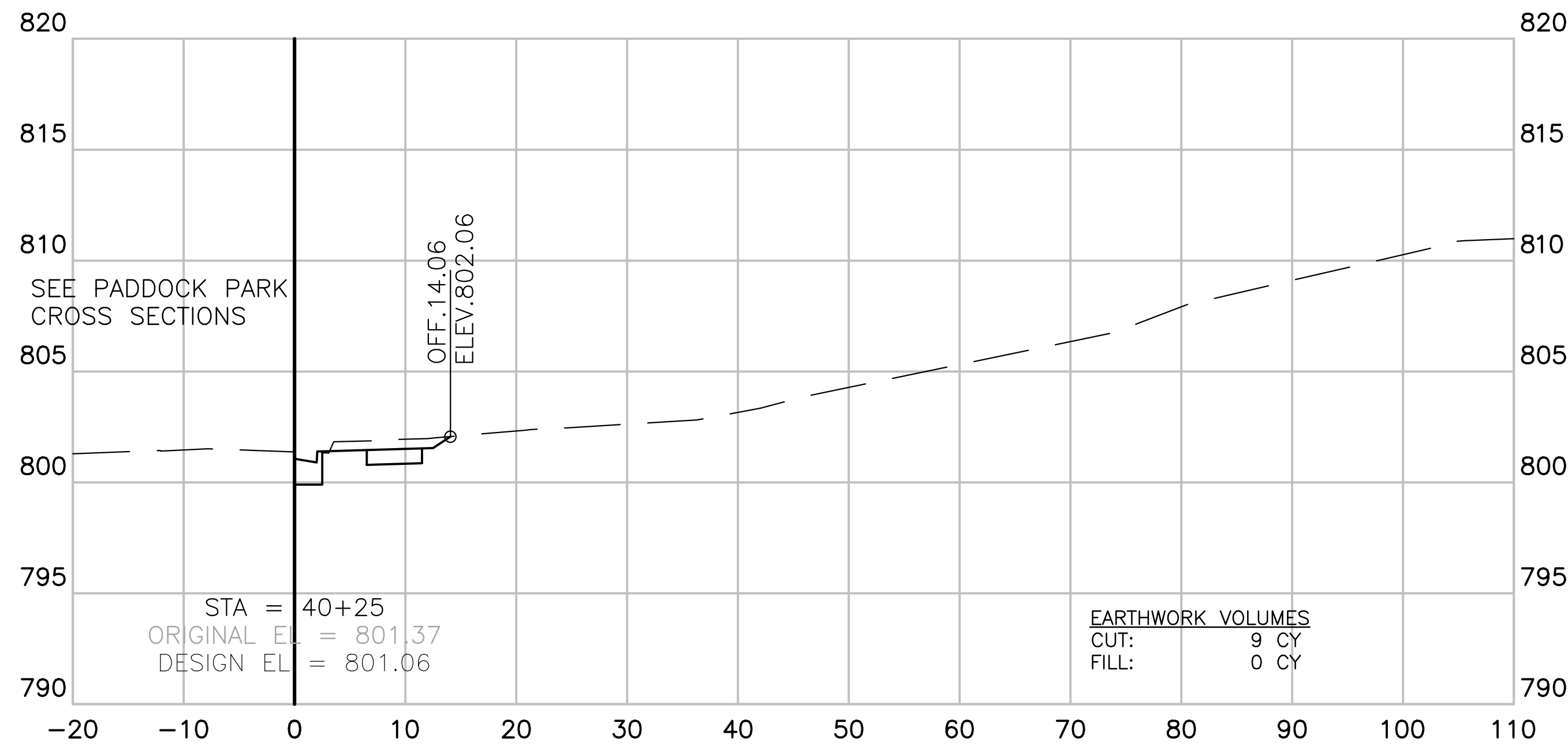
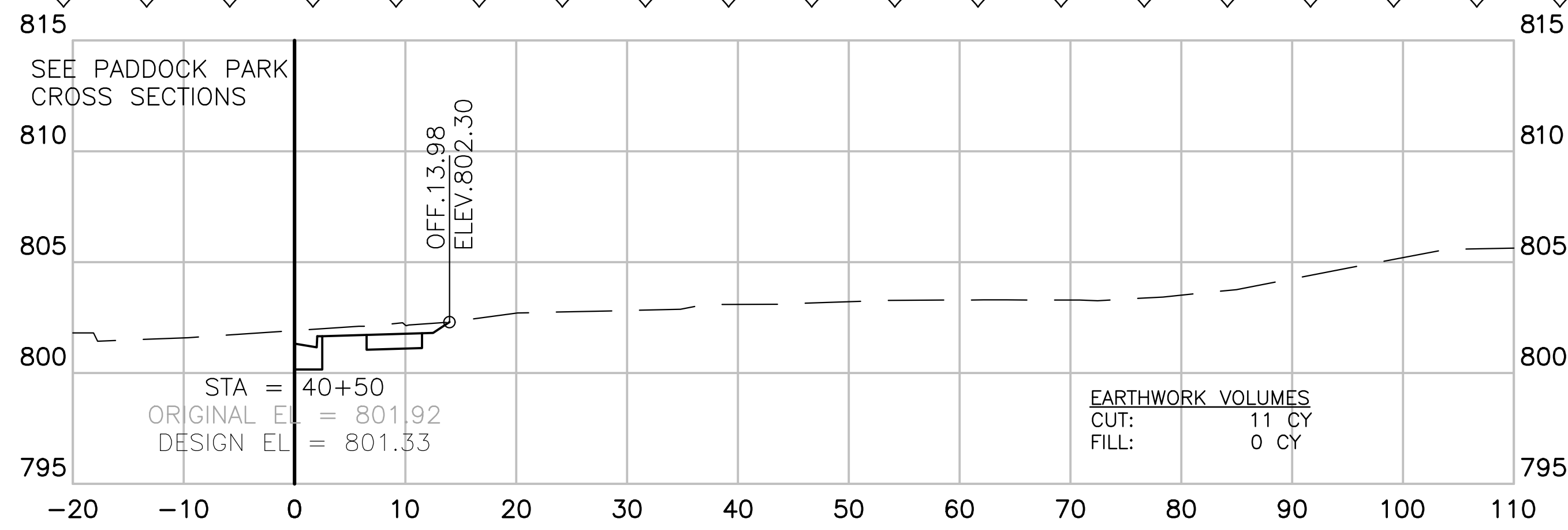
CRITZ LANE IMPROVEMENTS
 FOR
TOWN OF THOMPSON'S STATION, TN
 TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:	REV. #	DESCRIPTION:
18190	1349	FLR	FLR	AS SHOWN	JULY 13, 2020		

CROSS SECTIONS

X32

CRITZ LANE IMPROVEMENTS AND TOWN OF THOMPSON'S STATION, TN - FINAL CROSS SECTIONS
 PLOTTED BY: GREGORY W. HARRIS ON 7/20/20 11:54 AM LAST UPDATED BY: GREGORY W. HARRIS ON 7/20/20 11:57 AM



NW QUADRANT
SECTION VIEW: 1"=10' HORIZONTAL
1"=5' VERTICAL

CRITZ LANE IMPROVEMENTS
FOR
TOWN OF THOMPSON'S STATION, TN

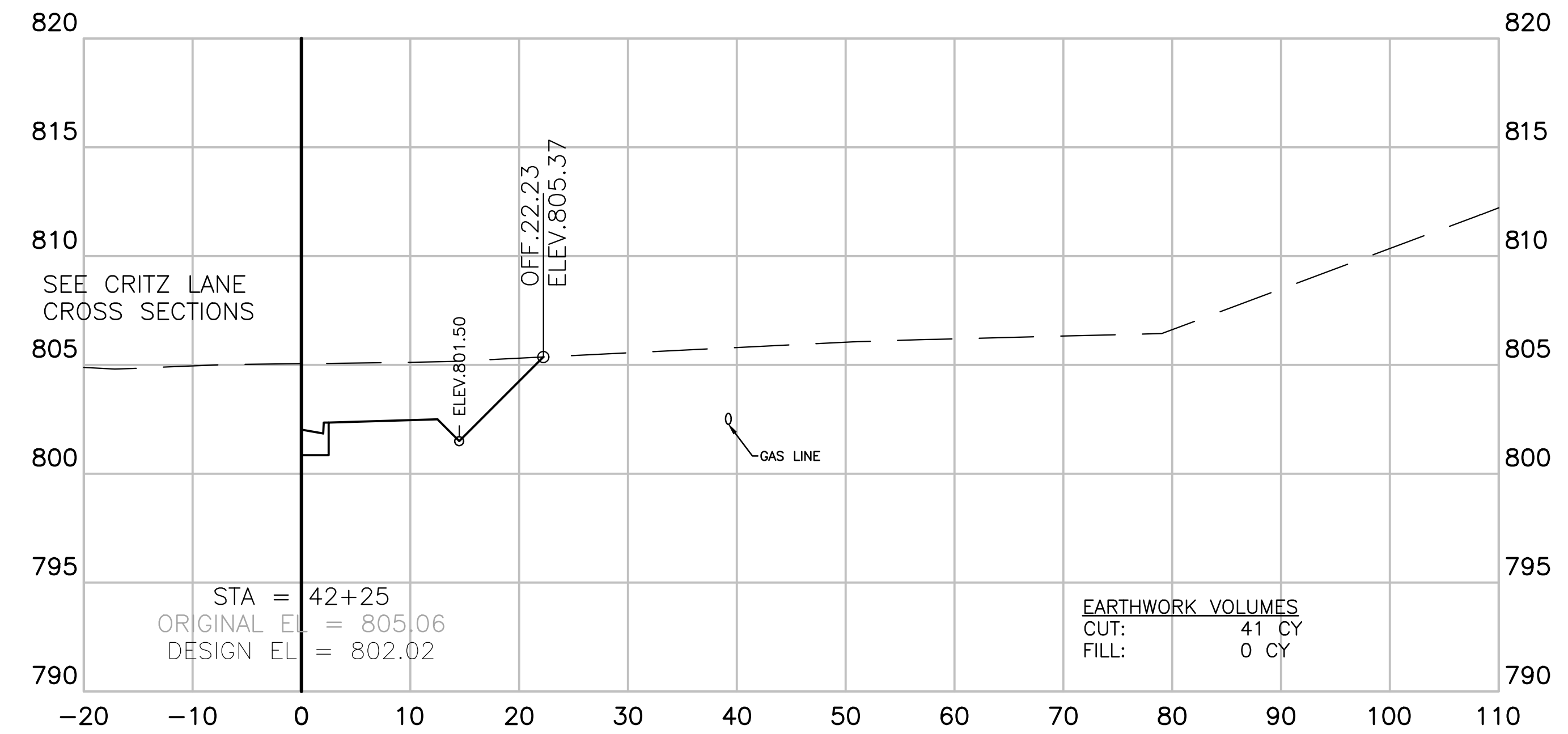
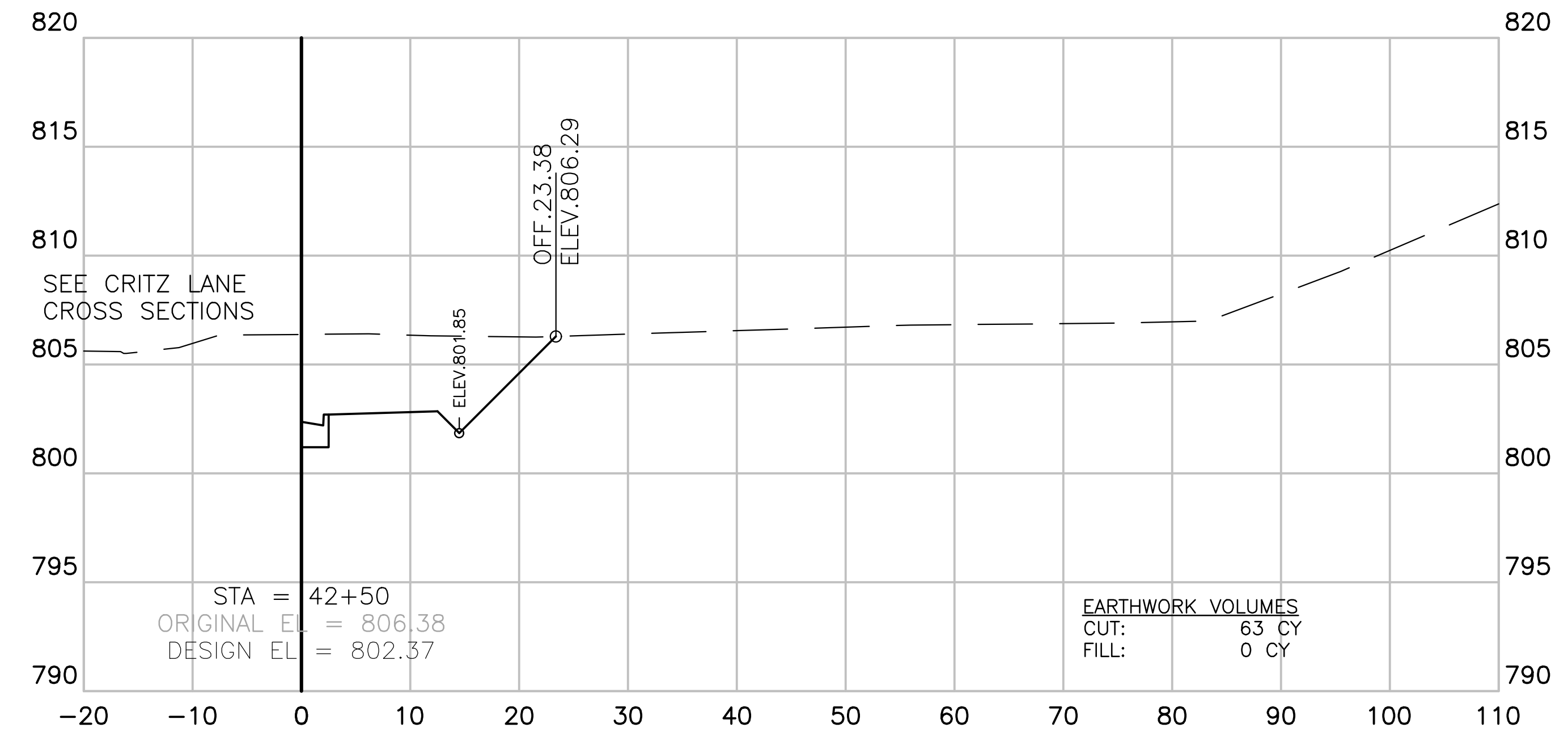
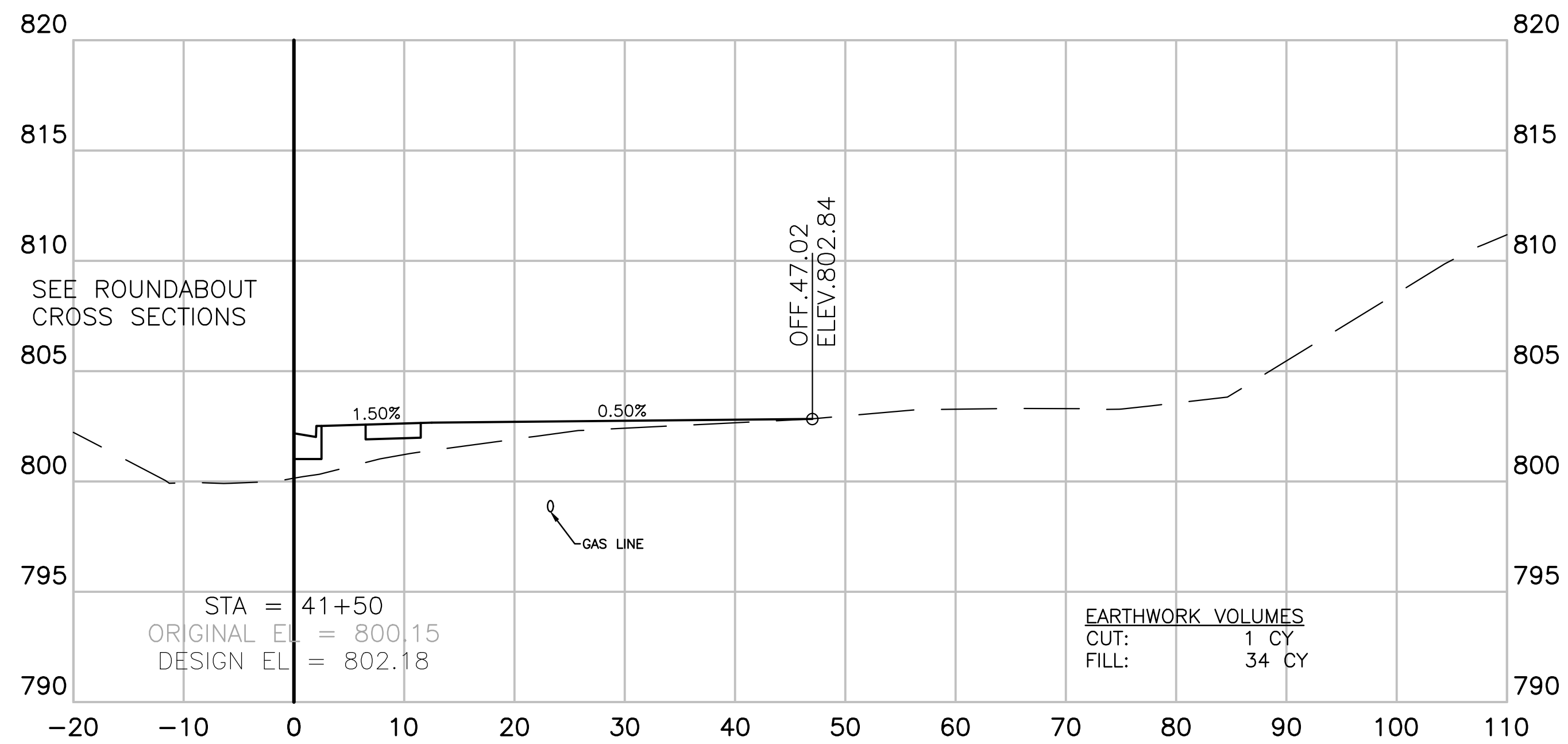
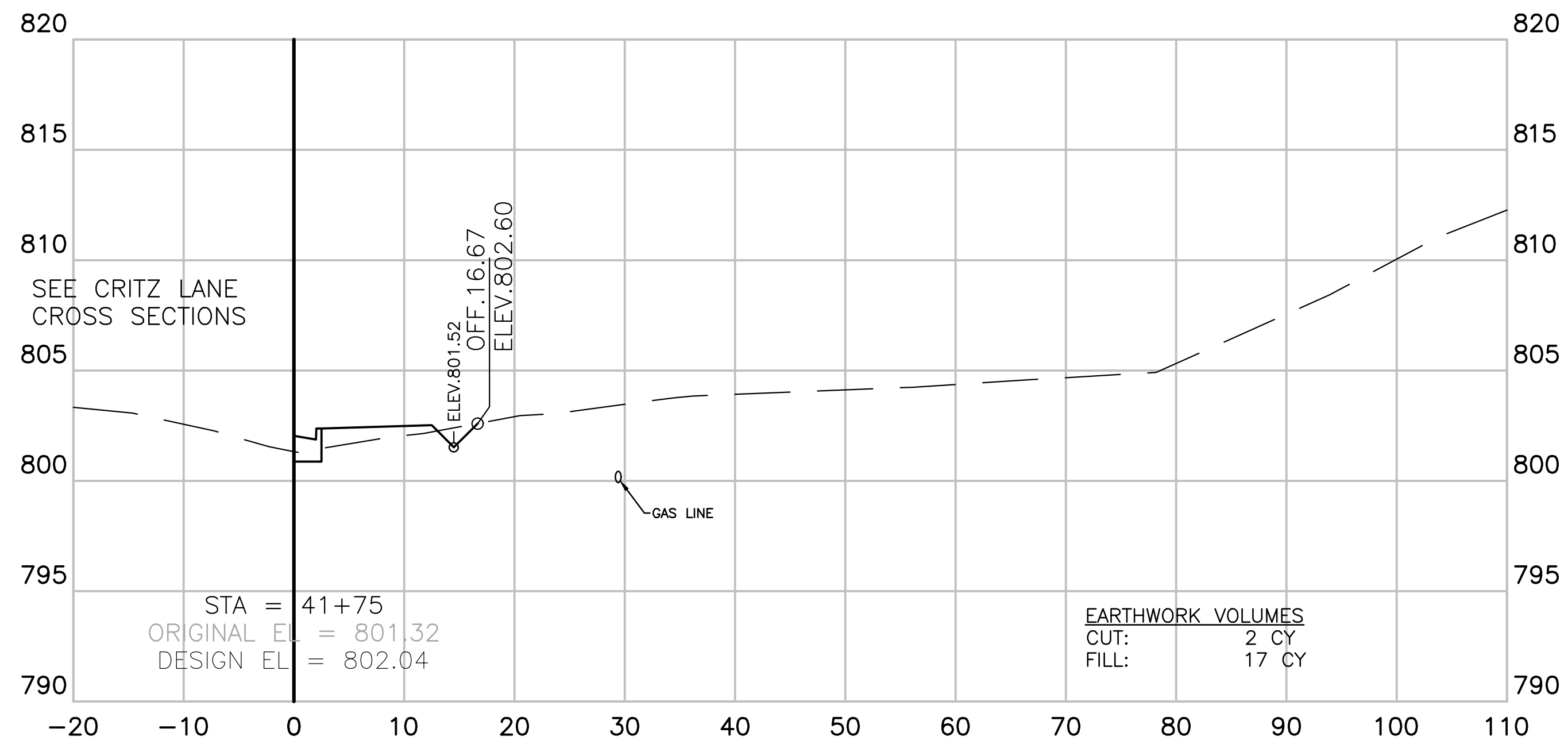
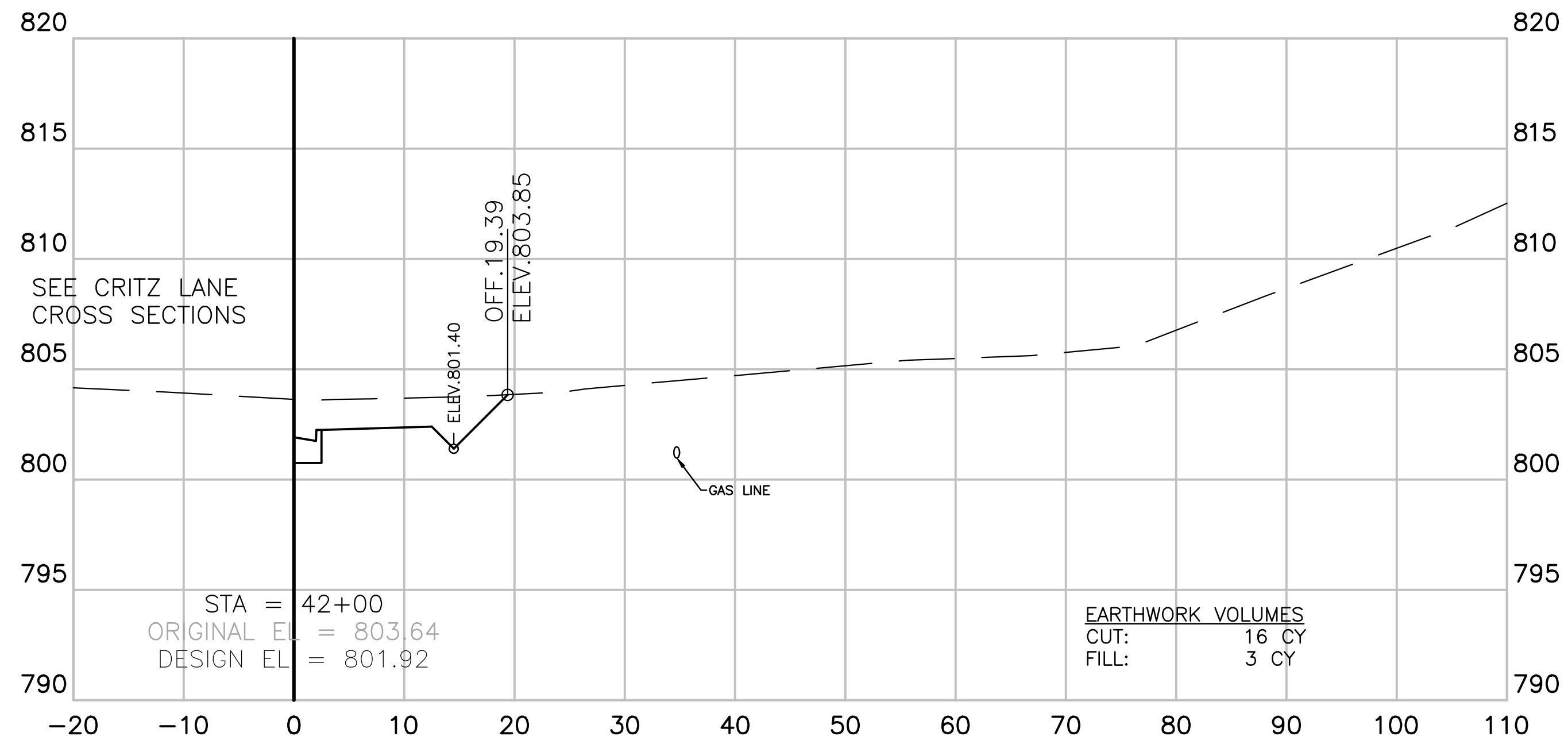
TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE

WK. ORDER	FLR	FLR	REV.	DATE	DESCRIPTION
1349			2	07-09-2021	REVISED DESIGN TO ADD AMOS LINES
AS SHOWN					

CROSS SECTIONS

X36

CLING AND TRANSMISSIONS AND REVISIONS TO FINAL CROSS SECTIONS
PLOTTED BY COMPILED ON 10/20/21 8:41 AM LAST UPDATED BY GREEN ON 10/20/21 9:57 AM



NW QUADRANT
SECTION VIEW: 1"=10' HORIZONTAL
1"=5' VERTICAL

FOR
CRITZ LANE IMPROVEMENTS
TOWN OF THOMPSON'S STATION, TN

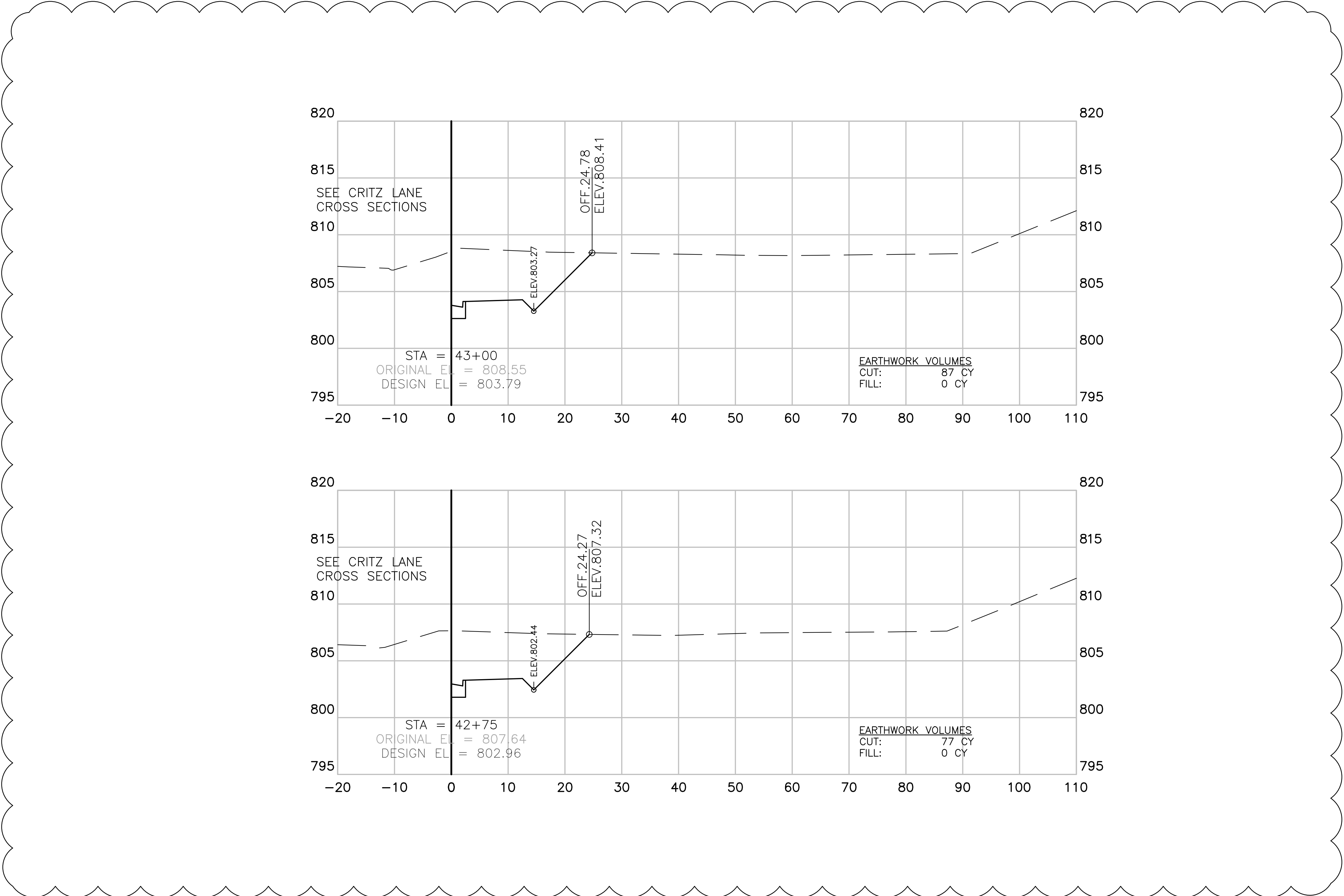
TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE

WK. ORDER	FLR	REV.	DATE	DESCRIPTION
1349	FLR			
2	FLR	AS SHOWN	JULY 13, 2020	REVISED DESIGN TO ADD ALIGN LINES

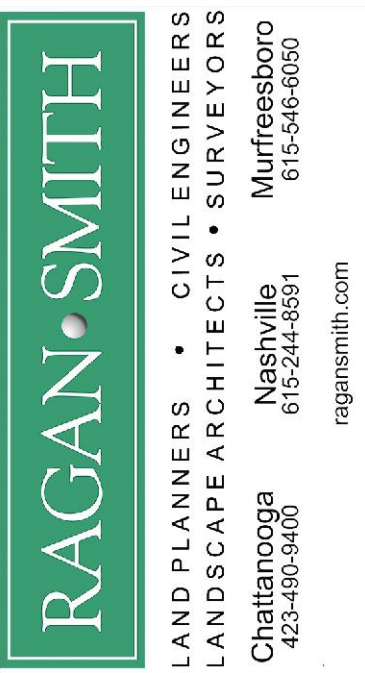
CROSS SECTIONS

X37

CIVIL AND TRANSPORTATION ENGINEERING, INC. • FINAL CROSS SECTIONS
 PLOTTED BY: GARDNER ON 10/20/21 10:44 AM • LAST UPDATED BY: GARDNER 10/20/21 10:44 AM



NW QUADRANT
 SECTION VIEW: 1"=10' HORIZONTAL
 1"=5' VERTICAL



CRITZ LANE IMPROVEMENTS
 FOR
TOWN OF THOMPSON'S STATION, TN
 TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE

REV. #	DATE	DESCRIPTION
2	07-09-2021	REVISED DESIGN TO ADD AMOS LINES
AS SHOWN	JULY 13, 2020	

CROSS SECTIONS

X38



RaganSmith

August 2, 2021

VIA EMAIL: kmclawhon@thompsons-station.com

Mr. Ken McLawhon
Town Administrator
Town of Thompson's Station
1550 Thompson's Station Road W
Thompson's Station, Tennessee 37179

**RE: PROFESSIONAL SERVICES PROPOSAL – ADDITIONAL WORK SUPPLEMENT
PRE-BID SERVICES CRITZ LANE IMPROVEMENTS
TOWN OF THOMPSON'S STATION, TENNESSEE
18190/1810**

Dear Ken:

As has been discussed and coordinated with Town staff and Town legal representatives, we are requesting an additional work supplement to the Critz Lane Pre-Bid Services project related to efforts to reduce the overall project costs to the Town of Thompson's Station and manage the evolving project needs. These additional services have included project review and status meetings, coordination with utilities, utility-related design updates, right-of-way revisions, and plan revisions that are outside of the original scope of services shown in the Critz Lane Pre-Bid Services proposal agreement dated January 3, 2020.

Based on the work needed to complete the design updates, plan revisions, right-of-way revisions, project review and status meetings, coordination with utilities, and utility-related design updates and plan revisions, the **additional work supplement amount is \$24,000.00**.

The specific justification for additional reimbursement is described in the categories listed below.

Gas Utility Coordination & Plan Revisions

Existing gas lines are located along Critz Lane generally outside of the right-of-way in a public utility and drainage easement near Paddock Park Drive and Clayton Arnold Road and in an exclusive gas easement in Canterbury sections 14 and 15 west of Paddock Park Drive. Information from the gas utility company indicated that relocation costs based on the proposed project could not be finalized but that they anticipated the cost of relocating the gas line could be approximately \$500,000. In response to the gas utility's relocation estimate, RaganSmith coordinated with Town staff and representatives of the gas utility to reduce the gas line impacts through design revisions and plan updates summarized below:

- Modify the roadway side slopes on the north side of Critz Lane east of Paddock Park Drive to have no impact on the existing, exclusive gas easement to the north of Critz Lane.
- Complete updated drainage analysis and new drainage system design at the intersection of Critz Lane at Paddock Park Drive/Clayton Arnold Road to eliminate physical conflicts of proposed ditches with the existing gas line location by adding drainage structures and pipe to convey water under the proposed intersection.

Based on information received from the gas utility on July 20, 2021, and discussions with gas utility staff on July 22, 2021, it is our understanding that the proposed design updates and plan revisions have eliminated the physical conflicts of the proposed road work with the existing gas lines.

NASHVILLE

315 Woodland Street
Nashville, TN 37206
(615) 244-8591

MURFREESBORO

100 East Vine Street, Suite 402
Murfreesboro, TN 37130
(615) 546-6050

CHATTANOOGA

1410 Cowart Street, Suite 200
Chattanooga, TN 37408
(423) 490-9400



Water Utility Coordination & Design Alternatives

Existing water lines are located along Critz Lane and Clayton Arnold Road within the project limits. Water utility staff previously indicated that proposed water line upgrades were planned in the Critz Lane project vicinity as part of overall system needs and due to new development in the area. East of Clayton Arnold Road, the water utility was provided with a new easement for the installation of an upgraded water line. Along Clayton Arnold Road, information from the water utility indicated that conflicts were expected between the existing water line and the proposed intersection reconstruction. In response to the water utility's relocation needs, RaganSmith coordinated with Town staff and representatives of the water utility as summarized below:

- Meetings with utility staff to review the Critz Lane plan and water line plans, identify areas of potential conflicts, and discuss methods to reduce the relocation cost.
- Development of design modifications that would reduce or eliminate water line impacts. Plan revisions were not prepared reflecting the design modifications due to right-of-way impacts and impacts to other utilities that would not result in a project savings.

The water line relocation work was authorized with an estimate cost of \$143,000 and was completed at a cost of \$102,077.60, which is \$40,922.40 lower than the initial relocation estimate.

Additional Meetings and Project Coordination

In addition to the specific utility coordination items discussed previously, there have been many meetings, communication, and coordination efforts with Town staff, officials, and representatives, as well as other utility companies and project stakeholders. In addition to ongoing communication with Town staff, consultants, and representatives, specific meetings that were conducted after bids were opened and after the project was awarded for construction are listed below.

- Detour route and communication discussion with multiple Town officials
- Utility coordination meeting for all utility owners within the project limits

Right-of-Way Coordination and Revisions

Town staff, representatives, and right-of-way consultants requested that RaganSmith assist in working with an adjacent property owner on the project. RaganSmith prepared enlarged exhibits of the affected property, attended on-site meetings with the property owner, made design changes and plan revisions based on the property owner's input and requests, and updated the right-of-way descriptions and exhibits related to the proposed acquisition of right-of-way for the Critz Lane and Clayton Arnold Road improvements.

Design and Plan Revisions due to Town Staff Comments

The Town's engineering review consultant provided plan review comments during the advertisement of the project that RaganSmith addressed and incorporated into the final set of plans for bidding with no delay to the bid opening date. The plan review comments included items related to sidewalk design, erosion control measures, drainage, inspection responsibilities, and proof roll requirements.

Wastewater Utility Relocation Coordination

RaganSmith coordinated with the Town's wastewater engineering consultant during the design of the wastewater line relocation and as requests arose during the wastewater line relocation construction. The coordination efforts included communication about design details and requirements, project bidding and construction schedules, utility easement locations and status, and project material changes.



Pending Coordination

A change order from the Critz Lane road construction contractor is currently being prepared based on the plan updates that have been completed as part of the effort to reduce gas line impacts within the project. The change order with the Critz Lane road construction contractor will be completed in accordance with the requirements of the project's contract and in coordination with RaganSmith's CEI staff.

In addition to the efforts and revisions detailed above, information from the gas utility is expected to be received for this project based on plans that have already been submitted for review and discussions that have already occurred with the gas utility staff. The additional information provided by the gas utility is not anticipated to result in additional design revisions and any associated plan updates are anticipated to be minor. If the information from the gas utility does result in design revisions or other significant project impacts, RaganSmith will notify Town staff immediately to discuss the appropriate course of action.

As always, we are thankful for the opportunity to continue our good working relationship with the Town of Thompson's Station. We look forward to hearing from you on this proposal and will be happy to answer any questions or comments on this submittal.

Sincerely,

RAGAN-SMITH-ASSOCIATES, INC.

Brandon S. Baxter, P.E., PTOE
Associate

Scott M. Niesen, P.E.
Principal

RESOLUTION NO. 2021-015
A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF
THOMPSON'S STATION, TENNESSEE AND THE CITY OF SPRING HILL, TENNESSEE
FOR MAINTENANCE OF A PORTION OF THOMPSON 'S STATION ROAD EAST

WHEREAS, the Town of Thompson's Station ("Town") shares a municipal boundary with the City of Spring Hill ("Hill") along Thompson's Station Road East; and

WHEREAS, certain developments and future developments have necessitated the need for the Town and the City to agree as to their mutual municipal boundary and the shared maintenance of Thompson's Station Road East; and

WHEREAS, with the development by the Town and the City in and around the mutual municipal boundary, the amount of traffic on and along Thompson's Station Road East will increase; and

WHEREAS, the Town and the City desire to enter into an Interlocal Agreement ("Agreement") for the maintenance and shared responsibility, per the Agreement, of those pertinent portions of Thompson's Station Road East that comprises the mutual municipal boundary; and

WHEREAS, the Agreement is in the best interests of the Town.

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

That the Interlocal Agreement between the Town of Thompson's Station, Tennessee and the City of Spring Hill, Tennessee, attached hereto, is approved, and the Mayor is authorized to sign the Interlocal Agreement upon the passage of this Resolution.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

Corey Napier , Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

RESOLUTION 21-97

A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPRING HILL, TENNESSEE AND THE TOWN OF THOMPSON'S STATION, TENNESSEE FOR MAINTENANCE OF A PORTION OF THOMPSON'S STATION ROAD

WHEREAS, the City of Spring Hill ("City") shares a municipal boundary with the Town of Thompson's Station ("Town") along Thompson's Station Road; and

WHEREAS, the signalized intersection of Thompson's Station Road and Buckner Lane will be relocated to the east of the current location as part of the Buckner Lane widening for the I-65 Interchange; and

WHEREAS, with the new development in Spring Hill in this area, the amount of traffic on Thompson's Station Road will increase substantially; and

WHEREAS, the City and the Town desire to enter into an Interlocal Agreement ("Agreement") for the maintenance of the shared portion of the road and the traffic signal at the intersection, as noted on Exhibit A of the Agreement attached hereto; and

WHEREAS, the Agreement includes terms on items to include, but not limited to, mutual road maintenance (generally), minor road maintenance, major road maintenance, signage and traffic signals, timing of traffic signals, speed limits, culverts and bridges, drainage issues, future connections, future development and roadwork standards.

NOW, THEREFORE BE IT RESOLVED, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the Interlocal Agreement between the City of Spring Hill, Tennessee and the Town of Thompson's Station, Tennessee for maintenance of a portion of Thompson's Station Road, attached hereto.
2. Authorize the Mayor to sign the Interlocal Agreement, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of July, 2021.



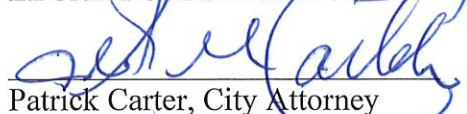
Jim Hagan, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into by and between the **Town of Thompson's Station, Tennessee** (the "Town") and the **City of Spring Hill** (the "City") as of this 19th day of July, 2021.

WITNESSETH:

WHEREAS, the Town and the City share a municipal boundary along portions of Thompson's Station Road East (the "Road");

WHEREAS, the Town and the City have a mutual interest in maintaining the Road for use by both the citizen of the Town and the City;

WHEREAS, the Town has historically maintained the entirety of the Road;

WHEREAS, the Town and the City wish to enter into this Agreement in order to outline ownership, maintenance costs, and requirements for future development by both along the Road;

WHEREAS, the Tennessee General Assembly has provided authority for such arrangements by public act to include, without limitation, the authority granted to counties and cities pursuant to Tenn. Code Ann. § 12-9-101, et seq., known as the "Interlocal Cooperation Act." This Agreement is made and entered into pursuant to said Act.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Municipal Boundary. It is agreed, by and between the Town and the City, that the Road known as Thompson's Station Road East (the "Road") shall serve, in pertinent portions, as the boundary between the two municipalities. Specifically, the centerline of portions of the Road where the property on the north side is within the municipal limits of the Town and the property on the south side is within the municipal limits of the City shall serve as the municipal boundary between the two. Attached hereto and incorporated herein is Exhibit "A", which depicts a Map of Thompson's Station Road East delineating the pertinent portions of the same for the purposes of this Agreement. Said pertinent portions shall be known as the Shared Road.

2. Term. Either party to this Agreement may terminate its participation in this Agreement by giving one hundred eighty (180) days' written notice to the other municipality. This Agreement shall remain in effect until its termination in accordance with the provisions of this Section.

3. Mutual Maintenance/Generally. The Town and the City agree that mutual maintenance of the Shared Road is in the best interests of both the Town and the City. The Town and City shall work together to establish a regular maintenance schedule in their respective

capital improvement programs. The Town and the City shall work together to report and address issues on and about the Shared Road.

4. Minor Maintenance. Minor, spot maintenance of the Shared Road shall be performed by the pertinent municipality, where minor maintenance on the north side of the Shared Road shall be performed by the Town, and minor maintenance on the south side of the Shared Road shall be performed by the City. In the rare occasion that a minor maintenance issue is discovered on the centerline of the road, the Town shall be responsible for said maintenance, and the cost of said maintenance shall be proportionately divided between the Town and the City. The Town and the City agree to work together and notify the other of minor, spot maintenance work on the Shared Road. Said minor, spot maintenance shall be conducted in a timely, expeditious fashion. In the unlikely event one municipality does not address a minor maintenance issue on the Shared Road, the other municipality shall provide the other with fourteen (14) days' notice of the discovered issue. If the minor maintenance issue is not resolved within said time frame, the notifying municipality may perform the minor maintenance and charge the other municipality for the reasonable cost thereof, and said costs shall be paid by the non-performing municipality.

5. Major Maintenance. For major maintenance on parts of or all of the Shared Road, in accordance with the Town's maintenance schedule as determined in its capital improvement program, the Town shall give the City at least one hundred eighty (180) days' notice of any and all planned major maintenance, which shall include but not be limited to: resurfacing, repaving, widening, or other significant, non-minor work, including but not limited to infrastructure improvements. The Town and the City shall plan, coordinate and budget for said major maintenance, as necessary. The Town will be responsible for bidding out all major maintenance, and the City agrees to reimburse the Town for a proportionate share of all costs associated with all major maintenance of the Shared Road within sixty (60) days of receipt from the Town of an invoice for the same. The aforementioned proportionate share of all costs shall be determined by assigning to the City fifty percent (50%) of all costs for major maintenance along the Shared Road. The staffs for both municipalities shall work together, and the City shall be allowed to present recommendations to the Town for its consideration on all major maintenance projects.

6. Signage and Traffic Signals. The Town will be responsible for all maintenance, erection, and costs associated with signage on the north side of the Shared Road. The City will be responsible for all maintenance, erection, and costs associated with signage on the south side of the Shared Road. Traffic signal responsibility shall be determined by the location of the control box, with the City responsible for traffic signals with control boxes placed on the south side of the Shared Road and the Town responsible for traffic signals with control boxes placed on the north side of the Shared Road, and the Town and the City shall split the costs associated with maintenance and operation of any traffic signals on the Shared Road. All signs and traffic signals shall be installed and maintained pursuant to the latest edition of the Manual for Uniform Traffic Control Devices ("MUTCD").

7. Timing of Traffic Signals. The Town and the City shall work together to determine the appropriate timing for the signals along the Shared Road in order to ensure optimal

performance of traffic signals during morning and afternoon peak operating periods. If a mutual agreement cannot be reached, then the Town and the City shall split the costs of a timing study conducted by a licensed traffic engineer agreeable to both the City and the Town. Once traffic signal timing has been established, neither the City nor the Town shall modify the timing of the traffic signals without the mutual consent of the other municipality.

8. Speed Limits. The Town and the City shall work together to determine the appropriate speed limit(s) along the Shared Road. If a mutual agreement cannot be reached, then the Town and the City shall split the costs of a speed study conducted by a licensed traffic engineer agreeable to both the City and the Town. As outlined in Paragraph 6 above, each municipality shall be responsible for the maintenance, erection, and costs associated with speed limit signage along their respective side of the Shared Road pursuant to the MUTCD.

9. Culverts and Bridges. The Town and the City agree to notify the other of any work performed on any culvert, bridge, or other infrastructure, drainage in nature or otherwise, within the right-of-way of the Shared Road. Said notification shall occur at least six (6) months in advance, and the municipalities shall work together in good faith to address traffic, safety, and other issues stemming from said work. Further, said notification is designed to allow the other municipality to determine if work on the infrastructure is needed on said municipality's side of the Shared Road. In the event said work is determined necessary, the Town and the City shall work together to determine if the work, overall, can be bid out as one project for cost saving and efficiency purposes. The municipality in charge of bidding out cooperative work under this paragraph shall be determined by agreement on a case-by-case basis, depending on the location, nature and extent of the work contemplated to be performed. In the event of an emergency repair, the discovering municipality shall immediately notify the other municipality of the emergency and initiate an emergency response with the responsibility of the cost to be determined after the fact based on the location and nature of the emergency.

10. Drainage Issues. The Town and the City agree to work together and communicate drainage issues along the Shared Road and to help determine appropriate next steps to address any drainage issues discovered. In the event of an emergency repair, the discovering municipality shall immediately notify the other municipality of the emergency and initiate an emergency response with the responsibility of the cost to be determined after the fact based on the location and nature of the emergency.

11. Future Connections. Prior to any future connection of any road to the Shared Road, the Town and the City agree to meet, by and between their respective staff, to coordinate such a connection to the extent possible, including, but not limited to, drainage, turn lanes, additional lanes, shoulder widening, signs, traffic signals, street lighting, and associated traffic and speed limit studies. The intent of the foregoing is to facilitate communication as well as planning and mitigating of future issues for the benefit of both municipalities. It is understood, by and between the Town and the City, that certain projects and developments have received preliminary and/or final development approvals from one or both of the parties. This Agreement is neither intended to nor shall it be permitted to violate the vested rights of any property owner.

However, it is the intent and purpose of this Agreement to facilitate better coordination on the Shared Road.

12. Future Development. The Town and the City agree to provide notice to the other of any property development along the Shared Road. Said notice shall be given as expeditiously as possible. If any development is a major subdivision or planned development, the respective staffs for the municipalities shall meet to discuss the same. It is understood, by and between the Town and the City, that certain projects and developments have received preliminary and/or final development approvals from one or both of the parties. This Agreement is neither intended to nor shall it be allowed to violate the vested rights of any property owner. However, it is the intent and purpose of this Agreement to facilitate better coordination on the Shared Road.

13. Roadwork Standards. All roadwork along the Shared Road shall comply with the Town's road standards, or, as applicable, state standards unless otherwise agreed to in writing by the municipalities.

14. Compliance with Law. The Town and the City each agree to comply with all applicable laws, rules, regulations, and procedures required of them in providing the services contemplated by this Agreement.

15. Force Majeure. The parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The parties agree to notify each other of the existence and nature of any delay.

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

17. Survival. All of the terms, conditions, covenants, agreements, warranties and representations contained herein not fully performed by any party hereto upon any termination or expiration of this Agreement shall survive such termination or expiration.

18. Board Approval. This Agreement is subject to the approval of the legislative body or governing board for each party to this Agreement.

19. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral

agreements relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement. This Agreement may be modified only by a written instrument signed by the parties hereto.

20. Jurisdiction, Venue, and Law. The parties agree and acknowledge that jurisdiction and venue for any dispute regarding this Agreement shall be in the Chancery Court for Williamson County, Tennessee with application of the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Mayor for each of the municipalities has executed this Agreement to be effective as of the date of the last to sign below.

THE TOWN OF THOMPSON'S STATION:

By: _____
Corey Napier, Mayor

Date: _____

THE CITY OF SPRING HILL:

By:  _____
Jim Hagaman, Mayor

Date: July 19, 2021

Thompson's Station Rd East Exhibit

Shared Road Sections with Spring Hill

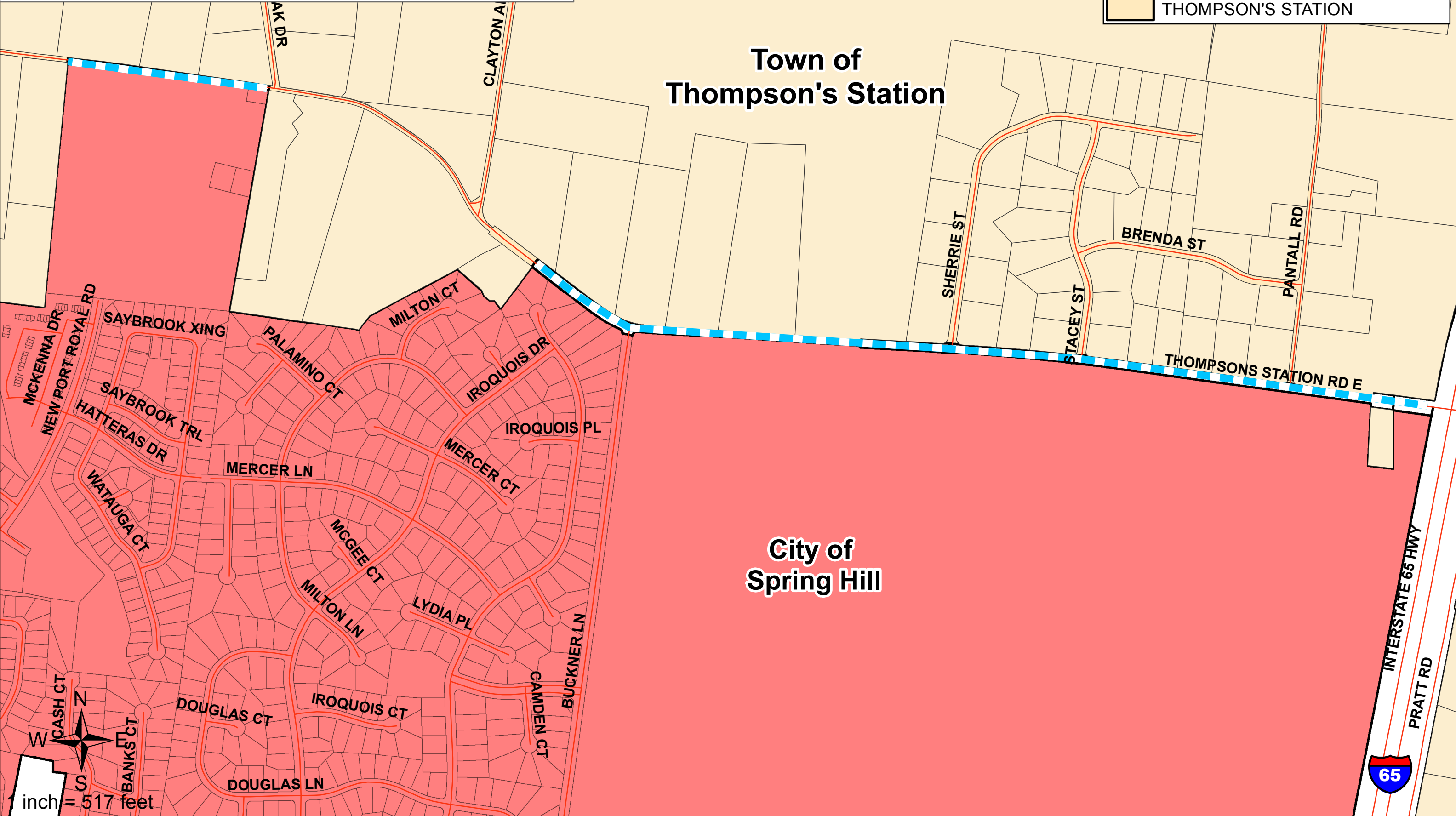
Sections of Thompsons Station Rd E

Cities

- SPRING HILL
- THOMPSON'S STATION

**Town of
Thompson's Station**

**City of
Spring Hill**



W CASH CT
W BANKS CT

1 inch = 517 feet

INTERSTATE 65 HWY
PRATT RD

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the 2nd day of August, 2021 (hereinafter the "Effective Date"), by and between Pearl Street Partners, LLC with principal offices located at 205 Powell Place, Suite 208, Brentwood, TN 37027 (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Owner, Richard Lauer/Lutheran Church Extension Fund, is the owner of real property located on 4738 Columbia Pike and identified as Williamson County tax map 153, parcel 23. The property contains approximately 118.83 acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned & D3 (High Intensity Residential).
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as Parsons Valley, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as Collective Exhibit "A" and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated July 23, 2021. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated July 23, 2021 which is attached hereto and incorporated herein by reference, as Exhibit "B".
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as Exhibit "B".

7. This agreement is subject to compliance by the Developer/Owner to install necessary and required public improvements (hereinafter “Public Improvements”) the wastewater system necessary to accommodate the flow proposed by the development, as well as all other improvements designated herein, at no cost to the Town, as attached as **Exhibit C** hereto.
8. The Developer/Owner agrees to install and maintain private improvements and amenities, as applicable and as shown on the necessary project documents, including, but not limited to: private streets and alleys, fences, walls, lakes, common open space, open space amenities, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town, except as required by ordinance.
9. The Town agrees to reserve wastewater capacity for the Project subject to the Developer/Owner’s compliance with applicable Town rules and regulations and the conditions set forth herein, to include, but not be limited to, the Town’s Land Development Ordinance (LDO) and, further, the Town agrees to provide customary services to the Project in accordance with the Town’s rules and regulations after Final Acceptance, as defined herein and by Town policy.

II. GENERAL CONDITIONS

1. *Payment* – Where applicable, prior to the assignment by the Town to the Developer/Owner of the reservation of wastewater capacity, the Developer/Owner shall deliver to the Town the requisite payment pursuant to the terms and conditions as provided in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances.
2. *Approval of the Necessary Project Documents* - The Necessary Project Documents, which are attached hereto as **Collective Exhibit “A”** and incorporated herein by reference, shall be those required by the Town Staff, provided that the same are in compliance with Town rules and regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit “B”**.
3. *Construction:* - The Developer/Owner shall not carry on or permit construction activities under this Agreement at the Project location unless and until the Town has provided approval, pursuant to the terms and conditions herein and compliance by the Developer/Owner requirements, of **Collective Exhibit “A”**.
4. *Capacity Reservation:* - The Developer/Owner agrees, acknowledges, and accepts that the reservation of capacity is subject to the terms of the Engineer Letter of Findings (ELF) of which capacity may be dedicated permanently to the development provided:
 - a. All necessary water/sewer construction, as determined by the Town, has been completed, accepted, and dedicated to the Town of Thompson’s Station to accommodate the reservation of Wastewater capacity as provided in the Engineer Letter of Findings (ELF);
 - b. All necessary construction submissions, as determined by the Town Staff, have been submitted by the Developer/Owner;

- c. All required payments have been submitted by the Developer/Owner to the Town pursuant to Town code, ordinance and/or Land Development Ordinance (LDO);
 - d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.
 - e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.
5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.
6. *Developer/Owner's Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.
7. *Developer/Owner's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.
- a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
 - b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.
 - c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.
 - d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
 - e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.
8. *Duration of Reservation of Capacity* – The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance and dedication of the Membrane Bioreactor pump system (MBR) or the regional treatment plant facilities and of other requirements as provided herein. Further, the Town and the

Developer/Owner agree the duration of the reservation for the (1) one-year term and possible renewal, pursuant to the terms enumerated in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, shall toll and commence upon written notice to the Developer/Owner of the availability of such reserved wastewater capacity to the Developer/Owner. The purpose of this section is to clarify that the (1) one-year duration of the reservation of capacity shall start upon the written notice by the Town to the Developer/Owner of when such time period shall commence based on and subject to the provisions as provided herein. Such one year time period may be extended pursuant to the provisions as provided within the Ordinance/Code. During the one (1) year reservation of capacity, the Developer/Owner shall be responsible for obtaining all required approvals of the Project by the Town relating to all development plans/documents, to include, but not limited to: annexations, rezonings, site plans, and/or plat approvals, detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, policies, applicable permits, applicable sureties, as well as Federal and State laws, which shall be referred to as the Town's Regulations. Upon the Developer/Owner obtaining approval by the Town as provided hereinabove of the Project relating to all Town Regulations, the Town shall allocate to the Developer/Owner the wastewater capacity that had been reserved for the Project. The Town shall grant such allocation of capacity for a period of (5) five years as to the use of the wastewater capacity by the Developer/Owner at which time the allocation shall terminate and revert to the Town, at no cost to the Town, unless within (6) six months of the expiration of the (5) five year term, the Developer/Owner makes application in writing and obtains approval by the Town, for an extension for a period of up to (3) three years as to the allocation as to the remaining wastewater capacity available for the Project. After the (3) three-year period has elapsed, the capacity shall revert to the Town, at no cost to the Town.

9. *Indemnity* - Developer/Owner shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer/Owner's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer/Owner, any subcontractor of the Developer/Owner, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer/Owner or subcontractor of the Developer/Owner. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer/Owner changing the volume or velocity of water leaving the Developer/Owner's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.
10. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.
 - a. If the Developer/Owner has not corrected the violation identified in the NOV, then the Developer/Owner agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all

- expenses incurred in performing the work. Developer/Owner shall reimburse the Town for all such expenses plus an additional reasonable administrative cost equal to twenty-five percent (25%) of such expense.
- b. Prior to releasing any Security hereunder and as herein defined, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer/Owner.
 - c. The Town may issue a Stop Work Order (SWO) if the Developer/Owner does not promptly correct any deficiency or violation identified in the NOV in the reasonable time determined by the Town. The Developer/Owner agrees to comply with any SWO issued by the Town. If Developer/Owner fails to comply with a SWO, the Developer/Owner shall be responsible for all costs the Town incurs, including reasonable attorneys' fees, in seeking a restraining order or other injunctive relief or legal action to remedy any deficiency or violation.
11. *Ownership of Public Improvements* - The Developer/Owner shall be responsible for all Public Improvements required by the Town and the Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance of the Public Improvement(s) occurs in accordance with the LDO and Town policy.
12. *Relocation of Existing Improvements* - The Developer/Owner shall be responsible for the cost and liability of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site, along with the responsibility for obtaining necessary right-of-way (ROW) and/or easements for such infrastructure relocation, modification, and/or removal, at no cost to the Town.
13. *Right of Entry* - The Developer/Owner agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it, as determined by the Town in its sole and absolute discretion. The Developer/Owner will reimburse the Town for the costs incurred by the Town in making said repairs, plus an additional reasonable fee for administrative costs not to exceed twenty-five percent (25%).
14. *Safety* - The Developer/Owner shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site at all reasonable and necessary times.
15. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.
16. *Termination of Agreement* – This Agreement may be terminated by the Town if the Developer/Owner fails to comply fully with the terms and conditions of this Reservation Agreement.
- a. The Town will give the Developer/Owner/Owner sixty (60) days written notice of the intent of the Town to terminate the Reservation Agreement, stating the reasons for termination, and giving the Developer/Owner a reasonable time to correct any failures in compliance, as determined by the Town.

- b. If after receiving a Notice of Termination of the Reservation Agreement by the Town, the Developer/Owner corrects the non-compliance within the time specified in the Notice of Termination, the Reservation Agreement shall remain in full force and effect.
- c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

If the Town terminates the Reservation Agreement, the Developer/Owner shall cease all work on the Project except as necessary to ensure the safety of all persons. The Developer/Owner/Owner (or a subsequent Developer/Owner) may apply to the Town for approval of a new Development Agreement, which approval shall not be withheld provided that all violations of this Agreement have been remedied.

17. *Transfers of Project Ownership* - Until all obligations of the Developer/Owner under this Reservation Agreement have been fully met and satisfied, the Developer/Owner agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a thirty (30) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee. Additionally, such transfer shall be subject to written approval by the Town as provided herein and no transfer shall be acknowledged and effective unless and until approved by the Town.

- a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.
- b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.
- c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.
- d. The Developer/Owner agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Reservation Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

18. *Developer/Owner Agreement, Building Permits and All Submissions and Approvals* – The Developer/Owner understands and agrees the intent of this Agreement is for the reservation of Wastewater capacity between the Town and the Developer/Owner and doesn't alleviate the Developer/Owner from pursuing all required submissions and approvals by the Town for the Project pursuant to the Town of Thompson's Station's Code, and LDO, to include, but not limited to, obtaining a Developer/Owner Agreement, Plat Approval, or Building Permit(s), along with all state and federal requirements, where applicable.

III. REQUIRED IMPROVEMENTS

The Developer/Owner agrees to pay the full cost of all the project improvements listed below, if applicable, to the Project.

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of **250** gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of **250** gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

1. *Notices* - All notices, demands and requests required or permitted by this Reservation Agreement shall be in writing (including telecopy communications) and shall be sent by email, certified mail, or hand delivery. Any notice, demand or request which is mailed, hand delivered or sent by courier shall be deemed given for all purposes under this Reservation Agreement when delivered to the intended address.

TOWN

Town of Thompson's Station
P. O Box 100
Thompson's Station, TN 37179

DEVELOPER

Pearl Street Partners, LLC
205 Powell Place, Suite 208
Brentwood, TN 37027

2. *Change of Address* - Any party to this Agreement may change such party's address for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address

shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

3. *Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.
4. *Joinder of Owner* - If the Developer/Owner is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer/Owner.
5. *Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
6. *No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.
7. *Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.
8. *Authority to Execute* – Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR

Date: _____

Exhibit "A"
Necessary Project Documents

December 7, 2020

Micah Wood
Planning Director
Town of Thompson's Station
1550 Thompson's Station Road, West
Thompson's Station, TN 37179



Parson's Valley Wastewater Capacity Reservation

Dear Mr. Wood:

Please find attached the Wastewater Capacity Reservation Application Form completed and executed. We are also enclosing a check in the amount of \$250. This is the same for I had emailed to you last week to confirm that it was completed correctly and you informed me it had. Please let us know if you require anything further to process this application and what the next steps are and timing of such.

Thank you for all of your guidance in getting this form completed and submitted correctly. We look forward to the opportunity to launch this new community in your town!

Sincerely,

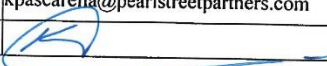
A handwritten signature in blue ink, appearing to be "Khris Pascarella", written over a horizontal line.

Khris Pascarella
Principal

Wastewater Capacity Reservation Application Form

A Wastewater Capacity Reservation application must be submitted when a property owner proposes new development or re-development of property that may increase the demand on existing infrastructure. The guidelines for determining capacity and issuing points of connection are located within the Capacity Reservation System Technical Memorandum. Complete the following and return to Town Hall with proof of property ownership: recorded deed, recorded deed of trust, title report, or title insurance. Applicant shall also provide map locating proposed connection point.

Title Owner Information					
Name	Richard Lauer				
Company	Lutheran Church Extension Fund				
Address	10733 Sunset Office Drive				
City	St. Louis	State	MO	Zip Code	63127
Email	Rick.Lauer@LCEF.ORG			Phone Number	(314) 413-2618
Signature	Richard Lauer				

Applicant Information					
Name	Khris Pascarella				
Company	Pearl Street Partners, LLC				
Address	205 Powell Place; Suite 208				
City	Brentwood	State	TN	Zip Code	37027
Email	kpascarella@pearlstreetpartners.com			Phone Number	615-604-3714
Signature					

Parcel / Property Information					
Service Address					
City		State		Zip Code	
Property Tax Account Number (s)					
Building Project Number					
Tract Size (Acres or Sq. Ft.)					

Type of Development					
X	New Construction		Replacement		Interior Only Remodel
	Additional Building		Exterior Addition		Other:
	Tenant Build-Out		Conversion		

OFFICE USE ONLY			
Project Number:		Date:	

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

*If vacant skip to next section

Proposed Development	
Single Family Residence (# of units) *	353
Proposed Facility/Building Type	123 townhomes and 230 single family residences
Proposed Number of Occupants/ Employees	Existing Flow (GPD) N/A
Proposed Facility/Building Square Footage	TBD
Proposed Development Acreage	118.02 acres
Proposed Flow (GPD)	Typical for townhomes and single family dwellings
Additional Property Information (# of bathrooms, # of washers, etc.)	TBD

*Single family residences include apartment, condos, and townhomes.

Exhibit “B”
Engineer’s Letter of Findings (ELF)

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



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

MEMO

DATE: July 23, 2021
TO: Khris Pascarella
FROM: Micah Wood, AICP *Micah Wood*
Planning Director
SUBJECT: Wastewater Future Capacity Reservation Memo & Engineer Letter of Findings:
Parsons Valley Updated

Please find attached the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment for your requested development as Developer/Owner.

Findings

Per the Development Capacity Assessment, the Town's future wastewater system has sufficient capacity and certain improvements have been identified for the development of your project, as defined in the Reservation of Future Capacity Application.

Next Step

If you agree with the Development Capacity Assessment, a Reservation Agreement, template enclosed, must be entered and approved by the Board of Mayor and Aldermen (BOMA) within 60 days of the date of this letter in order to reserve future wastewater capacity as outlined in the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment. Otherwise, the Engineer Letter of Findings shall be considered lapsed for this project. At the time of the signing and submission of the Reservation Agreement by the Developer/Owner to the Town for approval by the BOMA, the payment of the required deposit amount of 25% of the allotted wastewater tap fees for the project must be remitted to the Town.

Plan Review & Agenda Process

Subject to the terms of the Reservation Agreement as approved by the BOMA, a Developer/Owner may seek approval for projects and submit application(s) for a concept plan, rezoning, preliminary plat, and/or construction documents from the Planning Commission, as per the standards of the Land Development Ordinance. No site plan, final plat, or building permit for development with a Reservation Agreement shall be considered by the Planning Commission or Town Staff until the Town's new wastewater treatment facility is operational, as defined by the State of Tennessee.

Please let me know if you would like to set a meeting to discuss this letter at your earliest convenience.

Enclosure: Engineer Letter of Findings
Template Reservation Agreement



Town of Thompson's Station, Tennessee

Engineer Letter of Findings

Development Overview

Date Submitted:	12/9/2020
Development ID:	5
Development Name:	Parsons Valley
Description:	353 Single Family Homes
Requested Load (GPD):	88,250
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	No
Requestor Name:	Chris Pascarella



Capacity Assessment Results Overview

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

Description of Improvements:

- The size of the necessary collection system improvements will be determined by contributing flows from other developments and additional capacity included by the Town. The developer will be responsible for the percentage of sewer capacity contributed by the development.
- Pipe connecting the site's onsite collection system to an existing manhole at Thompson's Station Road
- Upgrade pump station on Highway 31 at Thompson's Station Church
- A combination of new force main and new gravity main from the new pump station at Thompson's Station Church to a tie-in location to the existing gravity sewer at Critz Lane.

Exhibit "C"
Public Improvements

Description of Improvements:

- The size of the necessary collection system improvements will be determined by contributing flows from other developments and additional capacity included by the Town. The developer will be responsible for the percentage of sewer capacity contributed by the development.
- Pipe connecting the site's onsite collection system to an existing manhole at Thompson's Station Road
- Upgrade pump station on Highway 31 at Thompson's Station Church
- A combination of new force main and new gravity main from the new pump station at Thompson's Station Church to a tie-in location to the existing gravity sewer at Critz Lane.

RESOLUTION NO. 2021-016

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
APPROVING THE PURCHASE OF GRANT OF EASEMENTS AND PROPERTY**

WHEREAS, the Town of Thompson's Station desires and has approved proceeding to expand the Regional Wastewater Treatment Facility by the installation of the new Membrane Bioreactor (MBR) Facility as designed by Barge Design Solutions, Inc. and for that reason there exist the need for additional easement access and additional real property at the current location;

WHEREAS, the Town of Thompson's Station has proceeded with the necessary due diligence by and through its representatives and consultants, namely Barge Design Solutions, Inc, Boozer and Associates for the appraisal and legal counsel to negotiate a purchase agreement with owners of the certain real property on which the current treatment facility exist and on which the expansion will occur;

WHEREAS, the Town of Thompson's Station, relying on their consultants and representatives and having been presented with the Purchase Agreement to acquire the grant of (2) easements and certain real property for the purchase price of \$135,600.00 (One Hundred and Thirty-Five Thousand and Six-Hundred Dollars and no cents) for the necessary expansion of the Regional Wastewater Treatment Facility by the installation of the new Membrane Bioreactor (MBR) Facility;

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town of Thompson's Station to approve the Purchase Agreement as presented and attached hereto for the purchase of the easements and the real property as provided therein for the expansion of the Regional Wastewater Treatment Facility by the installation of the new Membrane Bioreactor (MBR) Facility as designed by Barge Design Solutions, Inc.

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

That the Town of Thompson's Station hereby approves the Purchase Agreement as presented and attached hereto for the purchase of the easements and the real property as provided therein for the expansion of the Regional Wastewater Treatment Facility by the installation of the new Membrane Bioreactor (MBR) Facility under the terms and conditions described, and

That the Purchase Agreement is hereby approved, and the Mayor is authorized to sign the contract or any and all appropriate and necessary documents to effectuate the purchase as provided in the Purchase Agreement on behalf of the Town of Thompson's Station.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

Corey Napier, Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

REAL ESTATE PURCHASE AGREEMENT AND GRANT OF EASEMENT

THIS REAL ESTATE PURCHASE AGREEMENT and GRANT OF EASEMENT (the "Agreement") is entered into by and between the Undersigned Sellers and Grantors, William Allen Burt, Sharon Lynn Bryant, Anthony Valk and Karen Bryant Valk (the "Sellers") and the Undersigned Buyer, Town of Thompson's Station (the "Buyer") to be effective as of the Effective Date (as hereinafter defined).

ARTICLE 1

PURPOSE OF THIS AGREEMENT

1.1 Background, Premises, Consideration. The Sellers are the owners of certain real property located south of Interstate 840 and west of Columbia Pike, Williamson County Tennessee, being the same property described in deed of record in Book Volume 4950, Page 969, in the Register's Office of Williamson County, Tennessee, (the "Property"), which is reflected in **Collective Exhibit A, pages 1-4** attached hereto. The Buyer has offered to purchase the Property as provided in Tract A consisting of .20 acres +/-, pursuant to the terms and subject to the conditions of this Agreement. Additionally, Buyer seeks and request easements for access to Tract A as provided in **Collective Exhibit A, pages 1-4** and identified as Easement No. 1 and Easement No. 2. The consideration for this Agreement includes all of the parties' mutual agreements and promises, their respective representations, warranties, and covenants contained in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

1.2 Purpose of this Agreement. The purpose of this Agreement is to permit the Buyer to purchase the Property and the Sellers to sale the property, along with the request by the Buyer and grant by the Sellers of (2) easements all as reflected in **Collective Exhibit A, pages 1-4**, as described hereinafter.

ARTICLE 2

PURCHASE AND SALE

2.1 Property to be Sold/ Purchased/ Description: The Sellers and the Buyer to this Agreement do represent and agree that the property to be sold and purchased shall consist of no more than (.20) acres in **Collective Exhibit A, page 1-4** of the property located south of Interstate 840 and west of Columbia Pike, Williamson County Tennessee as specifically referenced above in **Collective Exhibit A, pages 1-4**. The specific legal description is provided in this Agreement as defined by **Collective Exhibit A, pages 1-4**. Additionally, the sale shall be "as is" as located on the property.

2.2 Purchase and Sale. The Sellers, acknowledge they are the exclusive owners of the property and own the Property in fee simple, which is located entirely in Williamson County, Tennessee. The Buyer hereby agrees to purchase the Property from the Sellers, and the Sellers hereby agree to sell, assign, and convey the Property to the Buyer, as provided in this Agreement. The "Property," as such term is used herein, does not include any of Sellers's tangible personal property or fixtures located in or about the property and buildings that are located on, and a part of, the Property.

(a) Purchase of Tract A: The Sellers, specifically, agree to sell and the Buyer agrees to purchase Tract A, consisting of .20 acres as defined in the legal description attached hereto as **Collective Exhibit A, page 1 and plat on page 4.**

(b) Purchase of Easement No. 1: The Sellers, specifically, agree to sell and the Buyer agrees to purchase an easement consisting of a 35 feet area consisting of .41 acres as defined in the legal description attached hereto as **Collective Exhibit A, page 2 and plat on page 4.**

(c) Purchase of Easement No. 2: The Sellers, specifically, agree to sell and the Buyer agrees to purchase an easement consisting of .36 acres as defined in the legal description attached hereto as **Collective Exhibit A, page 3 and plat on page 4.**

(d) Easement No. 1 and Easement No. 2 shall be non-exclusive; and Seller reserves the right of use thereof for the benefit of the tract of land described in deed of record in Book Volume 4950, page 969, in the Register's Office of Williamson County, Tennessee, upon which tract said easements are located, including, without limitation, utilities and access for said tract as it may from time to time be developed, improved or used, in such a manner as shall not materially interfere with Buyer's use. Buyer acknowledges that paving and installing curbs and walks upon the surface of the easements shall not be a material interference, and Buyer shall repair all damage to pavement, curbs and walks resulting from its use of the easements. These provisions shall be incorporated into the Transaction Documents and shall run with the land.

2.3 Total Purchase Price. The Buyer shall pay to the Sellers the sum of **(\$135,600.00) One Hundred and Thirty-Five Thousand and Six Hundred Dollars and no/100 cents** (the "Purchase Price") at Closing by Cashiers Check for the combined purchase price for Tract A, Easement No. 1 and Easement No. 2 as defined in the legal description attached hereto as **Collective Exhibit A, page 3 and plat on page 4.**

(a) Purchase Price of Tract A: The Buyer shall pay to the Seller the sum (\$ 40,000.00) Forty Thousand Dollars and no/100 cents (the "purchase price of Tract A") as part of the total purchase price as referenced above, for Tract A defined in the legal description attached hereto as **Collective Exhibit A, page 1 and plat on page 4.**

(b) Purchase Price of Easement No. 1: The Buyer shall pay to the Sellers the sum (\$60,600.00) Sixty Thousand and Six Hundred Dollars and no/100 cents (the "purchase price of Easement No. 1") as part of the total purchase price as referenced above, for Easement No. 1 as defined in the legal description attached hereto as **Collective Exhibit A, page 2 and plat on page 4.**

(c) Purchase Price of Easement No. 2: The Buyer shall pay to the Sellers the sum (\$35,000.00) Thirty-five Thousand Dollars and no/100 cents (the "purchase price of Easement No. 2") as part of the total purchase price as referenced above, for Easement No. 2 as defined in the legal description attached hereto as **Collective Exhibit A, page 3 and plat on page 4.**

2.4 The Purchase. At the closing between the Buyer and the Sellers, the Sellers shall deliver the Sellers's Deed and such other Transaction Documentation as shall be reasonable and appropriate. Any other provision contained in this Agreement to the contrary notwithstanding, the Buyer is purchasing the Property "as-is", and the Buyer has determined from its own investigation that the Property is suitable for the Buyer intended use and purpose.

2.5 Title Policy. The Sellers will sign such documents as may reasonably be requested by the Title Insurer (such as the Title Insurer's preprinted "owner's affidavit") or the closing attorneys. The Buyer shall be responsible for the premium associated with any title insurance policy (the "Title Policy"), if requested by the Buyer.

2.6 Earnest Money Deposit. Buyer shall pay into the title company or closing attorney, as provided hereinafter, the amount of \$1000.00, which shall be applied to the purchase price.

ARTICLE 3

TRANSACTION DOCUMENTS

3.1 The Sellers; Transaction Documents. The Sellers and the Buyer hereby execute this Agreement, and agree to execute the other documentation required for this transaction (the "Transaction Documentation", or "Transaction Documents"). As used herein, the Transaction Documentation includes, but is not limited to, this Agreement, all deeds, bills of sale, and other instruments of conveyance necessary or useful in this transaction, the final closing documents, and all other documents and instruments necessary, reasonable or appropriate for effectuating this transaction.

3.2 The Closing Documents. The Sellers shall execute and deliver to the Buyer the Sellers's Deed and Grant of Easement documents at the closing between the Sellers and the Buyer. The Sellers's Deed shall be a Warranty Deed as to Tract A to the Buyer conveying any and all interest of which the Sellers holds.

3.3 Possession. The Sellers shall deliver possession of the Property to Buyer upon execution of the Warranty Deed and the right of ingress and egress with the Grant of Easement documents as to Easements No. 1 and No. 2 as defined in the legal description attached hereto as **Collective Exhibit A, pages 1-4.**

3.4 Cooperation, Etc. The Sellers and the Buyer agree to cooperate diligently and fully each with the other to effectuate this transaction.

3.5 Commissions, Etc. The parties hereto agree that there are no real estate commissions to be paid in connection with the transaction(s) described herein.

3.6 Commitment; Title Policy. The Buyers will provide a commitment (the "Commitment") for the Title Policy related to the Property, at their own expense.

3.7 Closing. The term "Closing" (or "Closing Time" or "Closing Date") means the time and date that the Sellers conveys the Property to the Buyer. The Closing shall take place on or before August 31st, 2021 or on such other date as the parties may mutually agree. The Closing shall take place at the offices of *Bankers Title and Escrow Dickson, LLC, 214 East College Street, Dickson, TN*, or at such other place as the parties shall agree (the "Closing Attorney").

3.8 Costs and Expenses: Preparation of Documents. Costs and expenses shall be apportioned in the following manner:

- 3.8.1 Buyer shall pay the recording costs and transfer taxes related to this transaction.
- 3.8.2 The Buyer shall be responsible for the cost of the premium for the Title Policy, if requested.
- 3.8.3 Except as provided above, each party shall pay its own attorneys fees in connection with this transaction and the Transaction Documents.
- 3.8.4 The Buyer shall prepare, and be responsible for the cost to prepare, the Sellers's Deed.
- 3.8.5 The Buyer shall pay the cost of the standard closing fee charged by the Closing Attorney.

3.9 Adjustments. Real estate taxes shall be paid by the Buyer and Sellers on a pro-rated basis for 2021. All back taxes with respect to the Property will be paid by Sellers. All rollback and greenbelt taxes shall be the responsibility of the Buyer. If the amount of taxes for the year in which the Closing takes place are not known at Closing, they shall be paid by the Buyer. The Buyer and Sellers shall coordinate to have all utilities serving the Property transferred into the Buyer name as of (a) the commencement of the possession, and (b) the date of Closing, and the Sellers shall be responsible for all utility charges accruing through the end of the day immediately preceding the commencement of the possession.

ARTICLE 4

CONDITIONS

4.1 Conditions to Buyer Obligations, Etc. The Buyer waives all conditions to closing, and agrees to close on the purchase of the Property on the date set for Closing hereinabove.

ARTICLE 5

CONDEMNATION, BREACH, ETC.

5.1 Condemnation. If any authority having the power of eminent domain shall commence negotiations with the Sellers or shall commence legal action against the Sellers for the damaging, taking, or acquiring of all or any part of the Property, either temporarily or permanently, in any condemnation proceeding or by exercise of the power of eminent domain, the Sellers shall immediately give notice of the same to the Buyer, and any proceeds received from the authority for the condemnation shall be credited toward the purchase price to be paid by the Buyer to the Sellers for the purchase of the Property. In the event of any negotiations regarding the payment of any such awards or proceeds, Sellers will inform the Buyer of all such negotiations of which the Sellers has notice or knowledge and will permit the Buyer to take part therein.

5.2 Cure Period(s) for Any Breach of this Agreement, Etc. Any party learning of a material breach of this Agreement by the other party shall give such party prompt written notice of such breach (and, in any event, shall notify such party within ten (10) days after receiving clear, actual knowledge thereof). Such notice shall include a demand for curing the breach, if cure is desired. The breaching party shall have fifteen (15) days to cure or otherwise remedy the breach. Notwithstanding anything to the contrary in the Agreement, if an objection to title is raised by Buyer, and Seller is unable or unwilling to cure the objection,

ction within 15 days, then Buyer in its sole discretion may (i) withdraw the objection and proceed to closing or (ii) terminate the Agreement and recover the earnest money deposit as its sole remedy. The standard for determining whether a breach is material, or whether it has been cured or otherwise reasonably remedied, shall be an objective standard. Non-material breaches shall not be grounds for termination by any party. However, the parties recognize that a series of breaches that are individually "non-material" may be material in the aggregate, thus giving rise to the right of termination by the injured party.

5.3 Termination by Sellers, Etc. The Sellers may elect to terminate (a "Termination") this Agreement for any material uncured breach of this Agreement by the Buyer, or may seek specific performance and/or damages for any such breach.

5.4 Termination by Buyer, Etc. The Buyer may elect to terminate (a "Termination") this Agreement for any material uncured breach of this Agreement by the Sellers, or may seek specific performance and/or damages for any such breach.

5.5 Unilateral and Mutual Termination, Etc. Either party may terminate this Agreement if the closing of this transaction is enjoined by a court of competent jurisdiction at the instigation of any person or entity that is neither the Sellers nor the Buyer, nor a relative or affiliate thereof, in a non-collusive lawsuit. This Agreement may be terminated at any time by mutual agreement of the parties.

5.6 Attorneys' Fees; Costs. In the event of any breach of this Agreement, either party may bring an action against the other party to enforce the terms of this Agreement. In the event that either party institutes an action against the other party with respect to a claim which arises under this Agreement, the party who prevails in such litigation by receiving a favorable, final judgment, on the merits of such claim, shall be entitled to be paid by the opposing party all expenses, costs and attorneys' fees incurred by such prevailing party in connection with such action. This provision is intended to encourage the parties *not* to engage in litigation on claims that lack merit.

ARTICLE 6

SELLERS'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 Sellers's Representations and Warranties, Etc. Sellers warrants and represents that:

6.1.1 Except as otherwise set forth herein, there exists no agreement, or claim of an agreement, to sell, convey, mortgage, lease, develop, manage, operate, or otherwise encumber the Property.

6.1.2 Sellers is the owner the property located in Williamson County, Tennessee, and a citizen of the United States of America.

6.1.3 The Sellers are duly authorized to enter into this transaction, and all of the Transaction Documents (when executed and delivered) will be fully binding on and enforceable against the Sellers.

6.1.4 The Sellers is solvent and the Sellers will not be rendered insolvent by virtue of this transaction; nor will the Sellers violate any contract, law, rule, regulation, judgment, court or

der or other material obligation or restriction applicable to such Sellers by entering into and/or performing under this Agreement and/or any of the other Transaction Documents.

6.1.5 No labor has been performed or material furnished for the Property for or on behalf of Sellers, in any material amounts, for which Sellers has not heretofore fully paid, or for which any mechanics' or materialmen's lien or liens, or any other lien, can be claimed by any person, party or entity. As of the Closing Date, Sellers represents that Sellers will not be indebted to any contractor, laborer, mechanic, materialman, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person could claim a lien against the Property.

6.1.6 There are no condemnation or eminent domain proceedings pending, or to Sellers's knowledge, threatened or contemplated against the Property or any part thereof, and Sellers has not received notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

6.1.7 Sellers has good and marketable title to the Property, free and clear of all security interests, mortgages, encumbrances, liens charges or adverse claims of any kind or character except those set forth on the Commitment.

6.1.8 There are no liens or encumbrances on or affecting the Property.

6.2 Sellers's Covenants, Etc. The Sellers agrees and covenants with the Buyer that Sellers will: work cooperatively to provide good and marketable title of the real property to Buyer.

6.2.1 Comply with all laws, rules, and regulations applicable to the Sellers.

6.2.2 Not create, incur, assume or permit to exist any lien on all or any portion of the Property that will exist beyond the Closing.

6.2.3 Not convey in any manner, by operation of law or otherwise, all or any part of the Sellers's interest in or rights to the Property (or any portion thereof) or to any of the Transaction Document(s), or delegate any of the Sellers's duties under the Transactions Document(s).

6.3 Best Efforts. Sellers agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

6.4 Execution of Additional Documents. Each party hereto will at any time, and from time to time after the Closing Date, upon request of the other party hereto, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further action, as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Property being transferred hereunder, and to protect the right, title and interest in and enjoyment of the Property sold, granted, assigned, transferred, delivered and conveyed pursuant to this Agreement; provided, however, that this Agreement shall be effective regardless of whether any such additional documents are executed.

6.5 Surrender Possession of the Property: Sellers agrees to immediately surrender possession of the property to the Buyer upon the execution of the Warranty Deed and receipt of the Purchase Price.

ARTICLE 7

BUYER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 7.1 Buyer Representations and Warranties, Etc. The Buyer represents and warrants to the Sellers that:
- 7.1.1 Not, prior to Closing, disclose to any person or entity whatsoever (a) the Purchase Price, and/or (b) the other terms and conditions of this Agreement.
- 7.1.2 Not, prior to Closing, disclose the terms of this Agreement to any person or entity whatsoever except as required by law.
- 7.1.3 The Buyer is the Town of Thompson's Station, Tennessee, a governmental entity with authority by statute and law to purchase the property.
- 7.1.4 The Buyer is duly authorized by its members to enter into contracts, and has obtained all needed approvals and consents to enter into this transaction, and all of the Transaction Documents (when executed and delivered) will be fully binding on and enforceable against the Buyer.
- 7.1.5 The Buyer is not insolvent and the Buyer will not be rendered insolvent by virtue of this transaction; nor will the Buyer violate any contract, law, rule, regulation, judgment, court order or other material obligation or restriction applicable to the Buyer by entering into this Agreement and/or any of the other Transaction Documents and performing under them.
- 7.1.6 The Buyer has not made any misrepresentation or omission in connection with the transactions herein described.

ARTICLE 8

GENERAL TERMS

8.1 Notices, Etc. All communications under or in connection with this Agreement, the Property, and/or any of the other Transaction Documents shall be in writing and shall be mailed by first class mail, postage prepaid, and be simultaneously delivered by email or other electronic means. All such communications shall be mailed, sent or delivered to the parties at their respective addresses set forth on the signature page(s) hereof. Any party may send notice in accordance with this Section of a new address to be used to contact such party. Any communication so addressed and mailed by registered or certified mail shall be deemed to be given three (3) Business Days after being so mailed. The Sellers and Buyers addresses are as follows:

SELLERS:

Karen and Anthony Valk
144 Ontario Drive
Kingsport, TN 37664

Sharon Bryant and W. Allen Burt
12721 Comblain Rd.
Knoxville, TN 37934

BUYERS:

C/O of Mayor
Town of Thompson's Station
P.O. Box 100
Thompson's Station, TN 37179

8.2 Prompt Cure. Any defects in the creation, issuance, and delivery of any deeds or other Transaction Documents in order to fully perform and effect the conveyances contemplated herein and/or in the other Transaction Documents will be promptly cured.

8.3 Waivers to Be In Writing, Etc. No act or omission of any party shall constitute a waiver of any condition or agreement of any Transaction Document, nor shall any course of dealing have such effect. To be effective, any waiver must be in writing, must be signed by the party to be charged, and must be reasonably specific as to the particular matter being waived.

8.4 Amendments to Be In Writing, Etc. In order to amend or deviate from the terms of any of the Transaction Documents, the party seeking the amendment or deviation must first obtain the prior written consent of the other party, which consent may be withheld or granted in the other party's sole discretion. No amendment(s), modification(s), deviations from agreements or covenants, or waiver(s) of any provision of this Agreement, or of any of the other Transaction Documents, shall in any event be effective unless the same shall be in writing and duly signed by the Sellers and the Buyer.

8.5 Date of Agreement. The effective date of this Agreement shall be deemed to be the date of execution of this Agreement by the last party to sign (the "Effective Date").

8.6 Transaction Documents to Conform. All provisions of this Agreement shall apply with equal force and effect to each and all Transaction Documents hereinafter executed.

8.7 Survival of Representations and Warranties, Etc. All representations and warranties of the parties herein, and all covenants and agreements herein not fully performed at or before the Closing Time of this Agreement, shall survive such date. In the event that any one or more of the provisions contained in this Agreement or in any other Transaction Document shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other Transaction Document, unless the same individually or collectively defeats the esse

ntial purpose of this transaction for the Buyer, in which event the intent of the parties is to attempt to restore each party to the position each held immediately preceding the time that the Agreement became effective.

8.8 Successors and Assigns. All covenants and agreements given by or on behalf of either party in any of the Transaction Documents, including this Agreement, shall bind such party's successors and assigns and shall inure to the benefit of the other party and its successors and assigns.

8.9 Governing Law. This Agreement and the other Transaction Documents constitute a contract made under and shall be construed in accordance with, and governed by, the procedural and substantive laws of the State of Tennessee.

8.10 Time of the Essence. Time is of the essence with regard to each and every provision of this Agreement and all of the other Transaction Documents.

8.11 Risk of Loss. Risk of casualty loss shall remain with Sellers until commencement of the Lease term, and thereafter shall be with the Buyer. In the event the Property is substantially damaged by fire or other casualty before closing, this Agreement may be canceled by the Sellers, or the Sellers may elect to credit any proceeds received by the Sellers (from its insurer related to the casualty) toward the purchase price to be paid by the Buyer to the Sellers pursuant to this Agreement.

8.12 Headings. Headings of the Sections of this Agreement are for the convenience of the parties only, and shall be given no substantive or interpretive effect whatsoever.

8.13 Counterparts. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.14 Exhibits, Schedules, Etc. All Exhibits referred to in the Transaction Documents shall be timely, accurately, and completely furnished to the Buyer as provided in the appropriate Section or, if not so provided, within ten (10) calendar days of its creation, filing, or dissemination. The exhibits, schedules and appendices attached to this Agreement are incorporated herein and shall be considered a part of this Agreement.

8.15 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Sellers and the Buyer and (except as expressly set forth herein) it is not for the benefit of any other Person or third party.

8.16 Entire Agreement. This Agreement, together with the Exhibits, Schedules and other documents contemplated hereby, constitute the final written expression of all of the agreements between the parties, and is a complete and exclusive statement of those terms. It supersedes all understandings and negotiations concerning the matters specified herein. Any representations, promises, warranties or statements made by any party that differ in any way from the terms of this written Agreement, and the Exhibits, Schedules and other documents contemplated hereby, shall be given no force or effect. The parties specifically represent, each to the other, that there are no additional or supplemental agreements between them related in any way to the matters herein contained unless specifically included or referred to herein. No addition to or modification of any provision of this Agreement shall be binding upon any party unless made in writing and signed by all parties. All exhibits and schedules are hereby incorporated herein by reference.

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EXPRESS WAIVER OF TRIAL BY JURY

BY THEIR SIGNATURES BELOW, THE SELLERS AND THE BUYER HEREBY WAIVE ALL RIGHTS TO A TRIAL BY A JURY IN ANY ACTION ARISING OUT OF OR IN ANY MANNER RELATING TO THE PROPERTY, ANY TRANSACTION DOCUMENT(S), AND/OR TO TRANSACTIONS RELATED TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in the State of Tennessee to be effective on the Effective Date (as herein defined).

BUYER:

SELLERS:

TOWN OF THOMPSON'S STATION
TENNESSEE
AUTHORIZED REPRESENTATIVE

SHARON LYNN BRYANT

WILLIAM ALLEN BURT

KAREN BRYANT VALK

ANTHONY VALK

Date: _____, 2021

Date: _____, 2021

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, **SHARON LYNN BRYANT**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, **W. ALLEN BURT**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, **KAREN BRYANT VALK**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, **ANTHONY VALK**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

STATE OF _____)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public of said County and State, **COREY NAPIER, Mayor and Authorized Representative of the Town of Thompson's Station**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this ____ day of _____, 2021.

Notary Public

My Commission Expires: _____

COLLECTIVE EXHIBIT A
PAGES 1-4

SURVEYOR'S DESCRIPTION

Tract "A"

Tax Map 132 Part of Parcel 41.00

Being land in the Fourth Civil District of Williamson County, Tennessee, located south of Interstate 840 and west of Columbia Pike, being a portion of W. Allen Burt and Sharon Lynn Bryant of record in Book 4950, page 969 and Karen Bryant Valk of record in Book 1872, page 109, in the Register's Office for Williamson County, Tennessee, being more particularly described as follows:

BEGINNING at the southwest corner of property conveyed to Town of Thompson's Station of record in Book 4629, page 523, R.O.W.C., same being N 81° 30' 10" W, 746.95 feet from a fence post being a common corner with W. Allen Burt and Sharon Lynn Bryant and Datcat 7 Investments, LLC of record in Book 7087, page 472, R.O.W.C.;

THENCE, leaving Town of Thompson's Station with Datcat 7 Investments, LLC, N 81° 30' 10" W, 35.40 feet;

THENCE, with a new line severing said W. Allen Burt, Sharon Lynn Bryant, and Karen Bryant Valk the following calls:

N 08° 27' 41" E, 70.00 feet,

S 81° 14' 58" E, 138.29 feet,

S 36° 14' 58" E, 56.57 feet,

S 08° 45' 02" W, 29.21 feet to the northerly line of Datacat 7 Investments, LLC, same being common with Bryant;

THENCE, with same N 81° 30' 10" W, 92.54 feet to the southeast corner of said Town of Thompson's Station;

THENCE, with Town of Thompson's Station the following calls:

N 08° 29' 50" E, 60.00 feet,

N 81° 30' 10" W, 50.00 feet,

S 08° 29' 50" W, 60.00 feet to the **POINT OF BEGINNING**.

Containing 8,598 square feet or 0.20 acre, more or less.

EASEMENT NO. 1
35' ACCESS AND UTILITY EASEMENT

Map No. 132
Parcel No. 41.00

A 35-foot wide Access and Utility Easement on a tract of land in the 4th Civil District of Williamson County, Town of Thompson's Station, Tennessee, being a portion of property conveyed to W. Allen Burt and Sharon Lynn Bryant of record in Book 4950, page 969 and Karen Bryant Valk of record in Book 1872, page 109, in the Register's Office for Williamson County, Tennessee, being more particularly described as follows:

BEGINNING on the south line of W. Allen Burt, Sharon Lynn Bryant, and Karen Bryant Valk, said line being common with the north line Datacat 7 Investments, LLC, of record in Book 7087, page 472, R.O.W.C., same being the northeast corner of said Datacat 7 Investments, LLC;

THENCE, with the line of W. Allen Burt, Sharon Lynn Bryant, and Karen Bryant Valk, and said north line of Datacat 7 Investments, LLC, N 81° 30' 10" W, 388.65 feet to the east line of the ingress/egress easement of record in Book 4629, page 527, R.O.W.C.;

THENCE, crossing W. Allen Burt, Sharon Lynn Bryant, and Karen Bryant Valk the following calls:

N 39° 35' 49" W, 52.40 feet,

S 81° 30' 10" E, 475.38 feet,

S 55° 29' 41" E, 60.33 feet to the westerly right of way line of Columbia Pike;

THENCE, with same S 31° 39' 05" W, 35.04 feet;

THENCE, leaving the westerly right of way line of Columbia Pike crossing the W. Allen Burt, Sharon Lynn Bryant, and Karen Bryant Valk property with the following calls:

N 55° 29' 41" W, 54.00 feet,

N 81° 30' 10" W, 39.64 feet to the **POINT OF BEGINNING**.

Containing 17,815 square feet or 0.41 acre, more or less.

EASEMENT NO. 2
ACCESS AND UTILITY EASEMENT

Map No. 132

Parcel No. 41.00

Easement on a tract of land in the 4th Civil District of Williamson County, Town of Thompson's Station, Tennessee, being a portion of property conveyed to W. Allen Burt and Sharon Lynn Bryant of record in Book 4950, page 969 and Karen Bryant Valk of record in Book 1872, page 109, in the Register's Office for Williamson County, Tennessee, being more particularly described as follows:

COMMENCING from the southwest corner of property conveyed to Town of Thompson's Station of record in Book 4629, page 523, said southwest corner being on the north line Datacat 7 Investments, LLC, of record in Book 7087, page 472, R.O.W.C.;

THENCE, with said north line of Datacat 7 Investments, LLC, N 81° 30' 10" W, 35.40 feet;

THENCE, leaving said north line of Datacat 7 Investments, crossing W. Allen Burt, Sharon Lynn Bryant, and Karen Bryant Valk, N 08° 27' 41" E, 50.00 feet to the **TRUE POINT OF BEGINNING**;

THENCE, N 81° 30' 10" W, 239.51 feet to the east line of property conveyed to Town of Thompson's Station of record in Book 4128, page 523, R.O.W.C.;

THENCE, with same, N 07° 31' 38" W, 9.61 feet;

THENCE, leaving said east line of property conveyed to Town of Thompson's Station crossing W. Allen Burt, Sharon Lynn Bryant, and Karen Bryant Valk the following calls:

S 83° 59' 08" E, 239.89 feet,

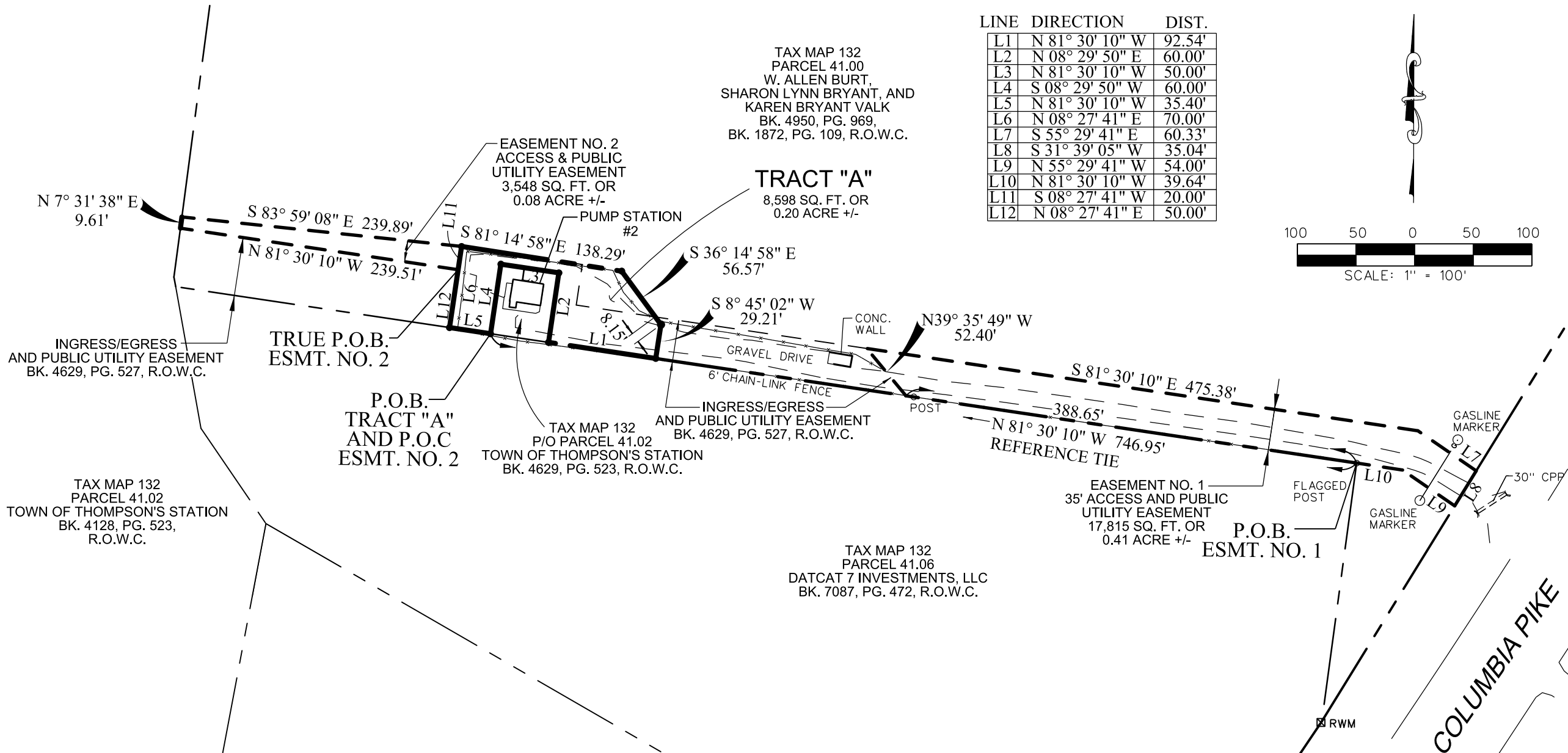
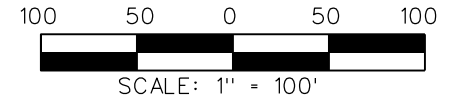
S 08° 27' 41" W, 20.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 3,548 square feet or 0.08 acre, more or less.

TAX MAP 132
 PARCEL 41.00
 W. ALLEN BURT,
 SHARON LYNN BRYANT, AND
 KAREN BRYANT VALK
 BK. 4950, PG. 969,
 BK. 1872, PG. 109, R.O.W.C.

TRACT "A"
 8,598 SQ. FT. OR
 0.20 ACRE +/-

LINE	DIRECTION	DIST.
L1	N 81° 30' 10" W	92.54'
L2	N 08° 29' 50" E	60.00'
L3	N 81° 30' 10" W	50.00'
L4	S 08° 29' 50" W	60.00'
L5	N 81° 30' 10" W	35.40'
L6	N 08° 27' 41" E	70.00'
L7	S 55° 29' 41" E	60.33'
L8	S 31° 39' 05" W	35.04'
L9	N 55° 29' 41" W	54.00'
L10	N 81° 30' 10" W	39.64'
L11	S 08° 27' 41" W	20.00'
L12	N 08° 27' 41" E	50.00'



INGRESS/EGRESS
 AND PUBLIC UTILITY EASEMENT
 BK. 4629, PG. 527, R.O.W.C.

TRUE P.O.B.
 ESMT. NO. 2

P.O.B.
 TRACT "A"
 AND P.O.C
 ESMT. NO. 2

TAX MAP 132
 PARCEL 41.02
 TOWN OF THOMPSON'S STATION
 BK. 4128, PG. 523,
 R.O.W.C.

TAX MAP 132
 P/O PARCEL 41.02
 TOWN OF THOMPSON'S STATION
 BK. 4629, PG. 523, R.O.W.C.

INGRESS/EGRESS
 AND PUBLIC UTILITY EASEMENT
 BK. 4629, PG. 527, R.O.W.C.

TAX MAP 132
 PARCEL 41.06
 DATCAT 7 INVESTMENTS, LLC
 BK. 7087, PG. 472, R.O.W.C.

EASEMENT NO. 1
 35' ACCESS AND PUBLIC
 UTILITY EASEMENT
 17,815 SQ. FT. OR
 0.41 ACRE +/-

P.O.B.
 ESMT. NO. 1

COLUMBIA PIKE

BARGE
 DESIGN SOLUTIONS

615 Third Avenue South, Suite 700, Nashville, Tennessee 37210
 PHONE (615)254-1500 FAX (615) 255-6572

TOWN OF THOMPSON'S STATION

4521 COLUMBIA PK
WASTEWATER TREATMENT PLANT
 4TH CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE

DRAWN BY: JMO	CHECKED BY: BTT
DRAWING NO.: EXH_1	
PROJECT NO.: 3672403	DATE: 6/16/2021