

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
August 9, 2016**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

Consideration Of The Minutes Of The June 14, 2016 Meeting.

Documents:

[06142016 MINUTES.PDF](#)

Public Comments-

Reports-

BOMA Report

Town Administrator Report

Documents:

[TA REPORT 08092016.PDF](#)

Finance Report

Documents:

[TW 1 2016 07 CASH REPORT.PDF](#)
[TW 2 2016 07 GENERAL FUND REVENUE ANALYSIS.PDF](#)
[TW 3 2016 07 GENERAL FUND EXPENDITURES ANALYSIS.PDF](#)
[TW 4 2016 07 WASTEWATER ANALYSIS.PDF](#)
[TW 5 BILLING SAMPLE MEMO.PDF](#)

Unfinished Business:

1. Public Hearing And Second Reading Of Ordinance 2016-011

- An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Land Development Ordinance.

Documents:

[LDO AMENDMENT ORDINANCE 2016-011.PDF](#)
[EXHIBIT A LDO ORDINANCE 2016-011.PDF.PDF](#)
[LDO AMENDMENTS 2ND READING.PDF](#)

2. Public Hearing And Second Reading Of Ordinance 2016-012

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

Documents:

New Business:

3. First Reading Of Ordinance 2016-008

- An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Town's zoning map by rezoning certain properties generally located North of Thompson's Station Road East, along the West side of Lewisburg Pike (State Route 106/Highway 431), East of Interstate 65 (Tax Map 154 50.00) from D1 - Low Intensity to Transect Community (TC) as shown on the attached map.

Documents:

[PLEASANT CREEK REZONING MEMO \(JOE\).PDF](#)
[PLEASANT CREEK ORDINANCE 2016-008.PDF](#)
[PLEASANT CREEK 1ST READING STAFF REPORT.DOCX.PDF](#)
[PLEASANT CREEK REZONE MAP.PDF](#)
[PLEASANTCREEK ORD 2016-008 EXHIBITA.PDF](#)

4. First Reading Of Ordinance 2016-013

- LDO Amendments re: Residential Land Uses

Documents:

[EXHIBIT A LDO AMENDMENT RESIDENTIAL USES.PDF](#)
[LDO AMENDMENTS 1ST READING RESIDENTIAL USES.PDF](#)
[LDO AMENDMENT ORDINANCE 2016-013 RESIDENTIAL USES.PDF](#)

5. First Reading Of Ordinance 2016-014

- An Ordinance Granting a Franchise to Atmos Energy Corporation, Its Successors and Assigns for Period of Fifteen (15) Years to Erect, Construct, Reconstruct, Maintain and Operate a Natural Gas Plant or Plants for the Manufacturing and Processing of any and all kinds of Gas and for the Distribution of Natural Gas and for the Installation and Maintenance of Mains, Pipes, Pipelines, Distribution Lines, and Other Equipment Necessary or Incidental to Distribution of Said Gas Upon, Across, Along and Under the Highways, Streets, Avenues, Roads, Alleys, Lanes and Other Public Grounds of the Town of Thompson's Station, Williamson County, Tennessee.

Documents:

[ATMOS GAS FRANCHISE MEMO.PDF](#)
[ORDINANCE 2016-014 ATMOS FRAN RENEWAL.PDF](#)

6. Resolution 2016-013

- A Resolution of the Town of Thompson's Station, Tennessee to Approve a Subdivision Development Agreement with BluePrint Properties for Phase 6 of Bridgemore Village and to Authorize the Mayor to Execute Said Agreement.

Documents:

[RESOLUTION 2016-013 BLUEPRINT DEVELOPMENT AGREEMENT PHASE 6.PDF](#)
[SUBDIVISION AGREEMENT - BLUEPRINT.PDF](#)

7. Resolution 2016-014

- A Resolution of the Town of Thompson's Station, Tennessee to Approve a Subdivision Development agreement with Hood Development LLC for Phase 11 of Fields of Canterbury and to Authorize the Mayor to Execute Said Agreement.

Documents:

[RESOLUTION 2016-014 HOOD DEVELOPMENT AGREEMENT PHASE 11.PDF](#)
[SUBDIVISION AGREEMENT - HOOD.PDF](#)

8. Dedication Of Public Improvements

- Fields of Canterbury Phases 2 and 3 - Roads, Drainage and Sewer.

Documents:

[FOC 3 SPRDSHT.PDF](#)
[- FOC 2 MNTNCE.PDF](#)
[- FOC 3 MNTNCE.PDF](#)
[CANTERBURY PHASE 2 AND 3 MEMO.PDF](#)
[FOC 2SPRDSHT.PDF](#)
[CANTERBURY PHASE 2 AND 3 MAP.PDF](#)

Adjourn

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

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
June 14, 2016

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:02 p.m. on Tuesday, June 14, 2016 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brinton Davis; Alderman Sarah Benson; Alderman Graham Shepard; Alderman Brandon Bell; Town Administrator Joe Cosentini; Town Planner Wendy Deats; Town Finance Director Tammy Womack; Town Attorney Todd Moore and Town Clerk Jennifer Jones.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the June 14, 2016 Regular Meeting were submitted.

Alderman Benson moved to accept the minutes of the June 14, 2016 Regular Meeting. The motion was seconded and carried unanimously.

Public Comments:

Josh Denton & Doug Hale – On behalf of Whistle Stop, LLC. Seeking approval of preliminary plat for Whistle Stop.

BOMA Reports.

Alderman Bell just returned from the Tennessee Municipal League conference in Chattanooga where he accepted the Small Town Progress award for the Town's Land Development Ordinance on the Town's behalf.

Mayor Napier, Town Administrator Joe Cosentini, and Town Planner Wendy Deats all just returned from Detroit, Michigan where the Town received Honorable Mention for the Driehaus Form Based Code Award.

Town Administrator's Report

Mr. Cosentini reviewed his report regarding potential, and very preliminary development opportunities within the Town.

The Town has also received word that the Columbia Pike (SIA) project was not ready to be bid and will be pushed out until August.

The pre-construction meeting for the Greenway Trail Project was just held and the anticipated completion date for the Trail is projected for October 15th.

Improvements have just been made to Thompson's Station Park, including new park signage, a climbing wall, and new mulch.

The Town has received a letter from DSH and Associates regarding the waste water for Two Farms proposing an alternative collection system from a 3rd party, rather than having the Town take over. This would require deviation from the current ordinance and require an amendment allowing this to happen.

Finance Report

Mrs. Womack reviewed the financial report noting that the Town had made a couple of large purchases and also saw an increase in Business Tax Licenses revenue.

Unfinished Business:

- 1. Public Hearing and second reading of Ordinance 2016-009 – An amendment to the Land Development Ordinance to include a minimum lot width for townhomes in the D3 zoning district.**

Public Comment:

None

Mrs. Deats reviewed the Staff report and recommended that the Board of Mayor and Aldermen adopt Ordinance 2016-009 to amend the Land Development Ordinance.

After discussion, Alderman Bell made a motion to approve Ordinance 2016-009, an amendment to the Land Development Ordinance to include a minimum lot width for townhomes in the D3 zoning district.

- 2. Public Hearing and second reading of Ordinance 2016-010 – An amendment to the annual budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016.**

Public Comment:

None

After discussion, Alderman Davis made a motion to approve Ordinance 2016-010, an amendment to the annual budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

New Business:

- 3. Public Hearing and Resolution 2016-012 – A Resolution of the Town of Thompson’s Station, Tennessee to approve the annual tax rate for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017.**

Mr. Cosentini reviewed his staff report and recommended approval of Resolution 2016-012 as presented.

Public Comment:

None

After discussion, Alderman Bell made a motion to approve Resolution 2016-012, a resolution of the Town of Thompson’s Station, Tennessee to approve the annual tax rate for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017. The motion was seconded and carried unanimously.

4. Federal Communications Commission – Petition for Declaratory Ruling of the Board of Mayor and Aldermen for the Town of Thompson’s Station, Tennessee.

Mr. Cosentini reviewed his Staff report and recommended approval of the petition of declaratory ruling as presented.

After discussion, Alderman Bell made a motion to approve the Petition as amended. The motion was seconded and carried by all.

5. First Reading of Ordinance 2016-011 – An Ordinance to amend the Land Development Ordinance.

Mr. Cosentini reviewed his Staff report and recommended approval with the understanding the multi-family uses will be amended further prior to second reading. Additionally, the Town’s design standards for commercial, multifamily, and mixed use structures will be updated per the PlaceMakers contract.

After discussion, Alderman Davis made a motion to approve the first reading of ordinance 2016-011 but removing the multi-family section, an Ordinance to amend the Land Development Ordinance and to amend section 5.28 to require development agreements to come to BOMA prior to preliminary plat. The motion was seconded and carried by all.

6. Resolution 2016-011 – A Resolution of the Town of Thompson’s Station, Tennessee to approve an agreement with PlaceMakers, LLC for Professional Services related to proposed amendments to the Town’s Design Review Guidelines and the Land Development Ordinance.

Mr. Cosentini reviewed his Staff report and recommended to approve Resolution 2016-011 as presented.

After discussion, Alderman Bell made a motion to approve Resolution 2016-011 - A Resolution of the Town of Thompson’s Station, Tennessee to approve an agreement with PlaceMakers, LLC for Professional Services related to proposed amendments to the Town’s Design Review Guidelines and the Land Development Ordinance. The motion was seconded and carried unanimously.

7. Ordinance 2016-012 – An Ordinance of the Town of Thompson’s Station TN to amend Title 8 of the Municipal Code by adding a new Chapter 2 related to the sale of wine in food stores.

Mr. Cosentini reviewed his Staff report and recommended approval of the first reading of Ordinance 2016-012 as presented and schedule the public hearing and second reading for August 9, 2016.

After discussion, Alderman Bell made a motion to approve Ordinance 2016-012 –An Ordinance of the Town of Thompson’s Station TN, to amend Title 8 of the Municipal Code by adding a new Chapter 2 related to the sale of wine in food stores. The motion was seconded and carried by a vote of 4 to 1 with Alderman Shepard casting the opposing vote because he feels we (the Town) do not need it.

8. Dedication of Public Improvements – Allenwood Pump Station and Force Main.

Mr. Cosentini reviewed his Staff report and recommended that the Board approve the request for acceptance of the Allenwood pump station and force main and set the maintenance bond at \$16,200.

After discussion Alderman Davis made a motion to accept the Allenwood pump station and force main and set the maintenance bond at \$16,200. The motion was seconded and carried by all.

9. Resolution 2016-010 – A Subdivision Development Agreement between the Town of Thompson’s Station and Shaw Enterprises, LLC for Phase 5 of the Bridgemore Subdivision.

Mr. Cosentini reviewed his report and recommended approval for adoption as presented.

After discussion, Alderman Shepard made a motion to approve Resolution 2016-010 A Subdivision Development Agreement between the Town of Thompson’s Station and Shaw Enterprises, LLC for Phase 5 of the Bridgemore Subdivision as proposed by Town Staff with the addition to SECTION 7, item 10, that there are not any private technology easements shown on preliminary plat and developer will agree that there will not be any technology easements in Phase 5 of Bridgemore Village. The motion was seconded and carried unanimously.

Adjourn

There being no further business, the meeting was adjourned at 8:46 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

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

DATE: August 2, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: TA Report 8/9/2016

Non-Agenda Updates:

Future Development Discussions:

New School at Bridgemore – Construction plans for the new school on Clayton Arnold Road have been reviewed and approved. The pre-construction meeting was held on Thursday, August 4 and grading activities will likely begin very soon.

Critz Lane/Columbia Pike – Staff has received a preliminary conceptual plan for the potential convenience center at this intersection. The plan is under review and Staff will meet with the applicant once comments are generated.

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

TDOT Columbia Pike Project (SIA):

The Town has been notified that the project is still scheduled for August 17. The Town has requested appraisals for the properties that will be impacted by the Critz Lane realignment.

Tollgate and Bridgemore Village:

Attached are letters that were sent to the developer of Bridgemore Village and Tollgate Village regarding the ongoing dispute regarding roadway maintenance and completion of infrastructure work. The letters request information be submitted to the Town explaining the issues that are causing the work to be delayed. No information has been received from the developer team at the time of writing this report.

The Planning Commission has approved updated surety amounts on all phases of Bridgemore and Tollgate that are currently platted and without proper surety in place. If no additional information is received before the next Planning Commission meeting, Staff will recommend suspending future plats in these subdivisions.



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

	May 2016	July 2016
General Fund:		
Checking Account	262,524	224,474
Money Market Investment Accounts	6,068,474	6,472,779
Total General Fund Cash	6,330,997	6,697,253
Less: Developer Cash Bonds Held	(474,800)	(474,800)
Less: County Privilege Tax Held	(148,576)	(79,108)
Less: County Mixed Drink Tax Payable	(515)	(1,409)
Less: Capital Projects		
Greenway Trail	(823,765)	(822,433)
Mars PetCare SIA (State Industrial Access)	(100)	(100)
Parks	(90,302)	(65,283)
Community Center Design	(12,200)	(12,200)
Town Center	(350,000)	(350,000)
Critz Lane Design	(46,825)	(46,825)
Miscellaneous	(22,587)	(22,587)
Cash Available - General Fund	4,361,328	4,822,507
Wastewater Fund:		
Checking Account	172,148	199,191
Money Market Investment Accounts	1,613,777	2,264,329
Total Wastewater Fund Cash	1,785,925	2,463,521
Cash Available - Wastewater Fund	1,785,925	2,463,521
Total Cash Available	6,147,253	7,286,028



**Town of Thompson's Station
General Fund Revenue Analysis
As of July 31, 2016**

**Year to Date
Actual versus Budget**

	<u>July 2016</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
31111 Real Property Tax Revenue	527	150,000	0%	
31310 Interest & Penalty Revenue	25	-		
31610 Local Sales Tax - Trustee	68,908	700,000	10%	
31710 Wholesale Beer Tax	8,892	100,000	9%	
31720 Wholesale Liquor Tax	244	-		
31810 City Portion of County Priv Tax	3,708	35,000	11%	
31900 CATV Franchise Fee Income	478	12,000	4%	
32000 Beer Permits	-	500	0%	
32200 Building Permits	25,786	396,000	7%	
32230 Submittal & Review Fees	2,379	30,000	8%	
32242 Miscellaneous Fees	20	105	19%	
32260 Business Tax Revenue	481	75,000	1%	
32300 Impact Fees	38,341	742,500	5%	
33320 TVA Payments in Lieu of Taxes	-	29,000	0%	
33510 Local Sales Tax - State	18,070	170,000	11%	
33520 State Income Tax	377,065	100,000	377%	Hall Income Tax
33530 State Beer Tax	-	1,000	0%	
33535 Mixed Drink Tax	1,409	4,000	35%	
33552 State Streets & Trans. Revenue	455	5,500	8%	
33553 SSA - Motor Fuel Tax	4,440	48,000	9%	
33554 SSA - 1989 Gas Tax	720	7,700	9%	
33555 SSA - 3 Cent Gas Tax	1,336	14,300	9%	
33725 Greenways & Trails Grant	-	599,000	0%	
36120 Interest Earned - Invest. Accts	1,173	7,500	16%	
37746 Pavilion & Comm. Ctr. Rental	150	10,000	2%	
37747 Pavilion Comm. Ctr Dep Refund	(600)	(6,000)	10%	
37990 Other Revenue	950	-		
39999 Budgeted Fund Balance - GF	-	-		
Total Revenue	554,957	3,231,105		



Town of Thompson's Station
General Fund Expenditure Analysis
As of July 31, 2016

Year to Date
Actual versus Budget

	<u>July 2016</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
<u>BOMA</u>				
41110 Salaries	6,285	30,000	21%	
41141 FICA	388	2,000	19%	
41142 Medicare	91	500	18%	
41147 SUTA	150	300	50%	
41161 General Expenses	-	1,000	0%	
TOTAL BOMA	6,914	33,800		
<u>Town Administration</u>				
41110 Salaries	10,581	140,000	8%	
41141 FICA	655	9,000	7%	
41142 Medicare	153	2,000	8%	
41147 SUTA	1	1,000	0%	
41235 Memberships & Subscriptions	867	1200	71%	TML Membership
41280 Travel	29	1500	2%	
41285 Continuing Education	-	500	0%	
41289 Retirement	528	7000	8%	
TOTAL Town Administration	12,814	162,200		
<u>Finance</u>				
41110 Salaries	5,733	110,000	5%	
41141 FICA	355	7,000	5%	
41142 Medicare	83	1,500	6%	
41147 SUTA	1	1,000	0%	
41235 Memberships & Subscriptions	-	500	0%	
41253 Prof. Fees - Auditor	-	13,500	0%	
41280 Travel	-	500	0%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	561	5,500	10%	
41551 Trustee Commission	11	3,000	0%	
41691 Bank Charges	-	2,000	0%	
TOTAL Finance	6,744	145,500		
<u>Planning & Zoning</u>				
41110 Salaries	5,639	115,000	5%	
41141 FICA	346	7,500	5%	
41142 Medicare	81	1,800	5%	
41147 SUTA	13	800	2%	
41230 Recording & Filing Fees	-	1,000	0%	
41231 Legal Notices	-	3,000	0%	
41235 Memberships & Subscriptions	-	500	0%	
41254 Prof. Fees - Consulting Engineers	7,058	40,000	18%	
41280 Travel	-	500	0%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	254	5,750	4%	
TOTAL Planning & Zoning	13,391	176,850		



Town of Thompson's Station
General Fund Expenditure Analysis
As of July 31, 2016

Year to Date
Actual versus Budget

	<u>July 2016</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
<u>Building & Codes Enforcement</u>				
41110 Salaries	5,457	135,000	4%	
41141 FICA	337	8,500	4%	
41142 Medicare	79	2,000	4%	
41147 SUTA	1	1,000	0%	
41235 Memberships & Subscriptions	-	500	0%	
41285 Continuing Education	115	1,000	12%	
41289 Retirement	262	6,750	4%	
TOTAL Building & Codes Enforcement	6,251			
<u>Streets & Maintenance</u>				
41110 Salaries	6,961	95,000	7%	
41141 FICA	430	6,000	7%	
41142 Medicare	101	1,500	7%	
41147 SUTA	1	1,000	0%	
41235 Memberships & Subscriptions	-	500	0%	
41264 Repairs & Maintenance - Vehicles	-	10,000	0%	
41266 Repairs & Maintenance - Buildings	428	30,000	1%	
41268 Repairs & Maintenance - Roads	2,015	291,005	1%	
41269 SSA - Street Repair Expense	-	70,000	0%	
41270 Vehicle Fuel & Oil	-	15,000	0%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	346	4,750	7%	
TOTAL Streets & Maintenance	10,282	525,755		
<u>Information Technology</u>				
41110 Salaries	3,411	45,000	8%	
41141 FICA	211	3,000	7%	
41142 Medicare	49	700	7%	
41147 SUTA	-	500	0%	
41235 Memberships & Subscriptions	-	500	0%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	170	2,250	8%	
TOTAL Information Technology	3,841	52,950		
<u>Town Hall</u>				
41211 Postage	47	1,000	5%	
41221 Printing, Forms & Photocopy	378	6,000	6%	
41241 Utilities - Electricity	-	14,000	0%	Timing
41242 Utilities - Water	-	2,300	0%	Timing
41244 Utilities - Gas	76	2,000	4%	
41245 Telecommunications Expense	200	4,500	4%	
41259 Prof. Fees - Other	2,000	50,000	4%	
41300 Economic Development	668	7,500	9%	
41311 Office Expense	480	15,000	3%	
41511 Insurance - Property	2,559	2,800	91%	Paid annually
41512 Insurance - Workers Comp.	7,933	14,600	54%	Paid annually
41513 Insurance - Liability	4,446	4,500	99%	Paid annually
41514 Insurance - Medical	8,655	100,000	9%	
41515 Insurance - Auto	1,676	2,300	73%	Paid annually
41516 Insurance - E & O	10,695	12,000	89%	Paid annually
41720 Donations	-	100,000	0%	



**Town of Thompson's Station
General Fund Expenditure Analysis
As of July 31, 2016**

**Year to Date
Actual versus Budget**

	<u>July 2016</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
<u>Town Hall Con't</u>				
41899 Other Expenses	22	10,000	0%	
49030 Capital Outlay Note Payment	-	160,000	0%	
TOTAL Town Hall	39,835	508,500		
<u>Legal</u>				
41252 Prof. Fees - Legal Fees	-	100,000	0%	Timing
41255 Prof. Fees - Municipal Court	-	6,000	0%	
TOTAL Legal	-	106,000		
<u>Parks & Recreation</u>				
41265 Parks & Recreation Expense	819	20,000	4%	
TOTAL Parks & Recreation	819			
<u>Animal Control</u>				
41291 Animal Control Services	-	3,300	0%	
TOTAL Animal Control	-			
<u>Transfers</u>				
41940 Transfer to Capital	500	1,341,500	0%	
TOTAL Transfers	500			
<u>Combined Total</u>				
41110 Salaries	44,067	670,000	7%	
41141 FICA	2,722	43,000	6%	
41142 Medicare	637	10,000	6%	
41147 SUTA	167	5,600	3%	
41161 General Expenses	-	1,000	0%	
41211 Postage	47	1,000	5%	
41221 Printing, Forms & Photocopy	378	6,000	6%	
41230 Recording & Filing Fees	-	1,000	0%	
41231 Legal Notices	-	3,000	0%	
41235 Memberships & Subscriptions	853	3,700	23%	
41241 Utilities - Electricity	-	14,000	0%	Timing
41242 Utilities - Water	-	2,300	0%	Timing
41244 Utilities - Gas	76	2,000	4%	
41245 Telecommunications Expense	200	4,500	4%	
41252 Prof. Fees - Legal Fees	-	100,000	0%	
41253 Prof. Fees - Auditor	-	13,500	0%	
41254 Prof. Fees - Consulting Engineers	7,058	40,000	18%	
41255 Prof. Fees - Municipal Court	-	6,000	0%	
41259 Prof. Fees - Other	2,000	50,000	4%	
41264 Repairs & Maintenance - Vehicles	-	10,000	0%	
41265 Parks & Recreation Expense	819	20,000	4%	
41266 Repairs & Maintenance - Buildings	428	30,000	1%	
41268 Repairs & Maintenance - Roads	2,015	291,005	1%	
41269 SSA - Street Repair Expense	-	70,000	0%	
41270 Vehicle Fuel & Oil	-	15,000	0%	
41280 Travel	29	2,500	1%	
41285 Continuing Education	115	5,500	2%	
41289 Retirement	2,121	32,000	7%	
41291 Animal Control Services	-	3,300	0%	
41300 Economic Development	668	7,500	9%	



**Town of Thompson's Station
General Fund Expenditure Analysis
As of July 31, 2016**

**Year to Date
Actual versus Budget**

	<u>July 2016</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
<u>Combined Total Con't</u>				
41311 Office Expense	480	15,000	3%	
41511 Insurance - Property	2,559	2,800	91%	Paid annually
41512 Insurance - Workers Comp.	7,933	14,600	54%	Paid annually
41513 Insurance - Liability	4,446	4,500	99%	Paid annually
41514 Insurance - Medical	8,643	100,000	9%	
41515 Insurance - Auto	1,676	2,300	73%	Paid annually
41516 Insurance - E & O	10,695	12,000	89%	Paid annually
41551 Trustee Commission	11	3,000	0%	
41691 Bank Charges	-	2,000	0%	
41720 Donations	-	100,000	0%	
41899 Other Expenses	22	10,000	0%	
41940 Transfer to Capital	500	1,341,500	0%	
49030 Capital Outlay Note Payment	-	160,000	0%	
TOTAL	101,365	3,231,105		
 NET INCOME	 453,592	 -		



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

Year to Date
Actual versus Budget

	<u>July 2016</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
Revenue				
3100 Wastewater Treatment Fees	71,753	550,000	13%	
3101 Septage Disposal Fees	-	10,000	0%	
3105 Late Payment Penalty	1,350	-	100%	
3109 Uncollectible Accounts	-	(5,000)	0%	
3300 Tap Fees	476,026	687,500	69%	
3902 Interest Income - Invest Accts	298	500	60%	
4009 Returned Check Charges	35	-	100%	
TOTAL REVENUE	549,462	1,243,000		
Expense				
4010 Payroll Expense	3,917	110,000	4%	
4100 Capital Expenditures	-	328,500	0%	
4150 WW Infrastructure Installed	-	25,000	0%	
4210 Permits & Fees Expense	-	10,000	0%	
4220 Laboratory Water Testing	-	12,000	0%	
4230 Supplies Expense	-	7,500	0%	
4240 Repairs & Maint. Expense	-	82,000	0%	
4250 Fuel & Oil Expense	-	4,000	0%	Timing
4280 Billing Charges	423	16,000	3%	
4310 Utilities - Electric	-	100,000	0%	Timing
4320 Utilities - Water	291	2,500	12%	
4390 Insurance Expense	20,975	20,000	105%	True allocation
4400 Prof. Fees-Consulting Engineers	-	75,000	0%	
4420 Prof. Fees - Auditor	-	2,000	0%	
4490 Prof. Fees - Other	-	10,000	0%	
4710 Payroll Taxes - FICA	242	7,000	3%	
4720 Payroll Taxes - Medicare	57	2,000	3%	
4730 Payroll Taxes - SUTA	-	1,000	0%	
4789 Employee Retirement Expense	195	6,000	3%	
4800 Bank Charges	13	500	3%	
4900 Other Expense	520	1,000	52%	TAUD dues
4990 Depreciation Expense	22,917	275,000	8%	
4993 Loan Repayment-Franklin Synergy	9,259			Budgeting error
4994 Interest Expense	1,566	22,000	7%	Budgeting error
4995 Interest Expense - Interfund Loan	-	12,000	0%	Budgeting error
TOTAL EXPENSE	60,375	1,131,000		
NET INCOME	489,087	112,000		

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

DATE: August 5, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Tammy Womack, Finance Director
SUBJECT: Outsourcing of Wastewater Billings

It is anticipated the August 2016 wastewater billings will be printed and mailed by Pinnacle Data Systems (Pinnacle), a document processing service based in Birmingham, Alabama. Staff has been working with Pinnacle since early May to design the format and define data elements needed to produce accurate billings. A sample bill has been provided for your review.

In addition to taking the burden of manual billing production from staff, the enhanced features available from Pinnacle will benefit all wastewater customers. These benefits include faster mailing times, provided remit envelopes, and professionally formatted statements.

ORDINANCE NO. 2016-011

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE LAND DEVELOPMENT ORDINANCE

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

WHEREAS, after a thorough review of the LDO, Town Staff is recommending several changes to the text of the ordinance; and

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

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: June 14, 2016

Passed Second Reading: _____

Submitted to Public Hearing on the 9th day of August, 2016, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 17th day of July, 2016.

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

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT A – ORD 2016-011

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

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

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

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

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

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

Table 4.3 T2 Lot Standards (page 78). Revise the table pertaining to access width to setback requirement of 12 feet. The T2 zone is an agricultural zone which promotes farm and agricultural uses. Vehicles and equipment found within this zone cannot make the turning radius for a 12 foot wide access drive. Therefore, Staff is recommending either the removal of the access width requirement or an increase of the requirement to a width that is adequate.

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

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

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

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

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

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

Table 4.22 General Sign Restrictions (page 117). Wall signage is permitted for commercial buildings with a maximum height of 18 inches for the text of the sign. However, wall signs are often two or three lines of text including the company logo. The code allows for multiple lines of text in the commercial district, however, does not identify a provision for multiple lines of text within the transect zones. Therefore, Staff recommends the addition of the “36 inches for more than one line of copy.

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

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

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

In addition to the penalties reference above, upon the recommendation of the Town Planner or Building Official, or upon the request of a property owner who would be specifically damaged by a violation of this ordinance, the Town Administrator may direct the Town Attorney to institute an injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; or to correct or abate such violation; or to prevent occupancy of such building, structure, or land. Where construction, excavation, demolition, grading or any other activity has begun on any

building, dwelling, structure, sign or use in violation of this ordinance or any other Town ordinance, the Town Administrator may, in addition to taking other authorized enforcement action, issue a stop work order pending the responsible party or parties bringing such construction, use or other activity into compliance with the ordinances of the Town. The party or parties may appeal the issuance of a stop work order to the Board of Zoning Appeals and the BZA shall hold a hearing on the order in accordance with § 5.5.4 of this ordinance. The BZA hearing on an appeal of a stop work order shall be heard as soon as possible after publishing the required notice, but not soon than fifteen (15) days after the filing of such appeal with the Town Planner, and not greater than thirty (30) days from the filing of such appeal.

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

Site plan review and approval shall be required for all multi-family and nonresidential developments.

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

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

- a. Development Agreement;
- b. Preliminary plat approval;
- c. Construction plan approval by the Town Engineer(s) and Town Planner; and
- d. The issuance of a grading permit by the Town Planner.

Following the review of the concept plan, a draft development agreement shall be prepared by the Town Planner. The draft development agreement shall substantially conform to the Development Agreement contained in Appendix “A” and shall incorporate by reference both the approved plat, including any conditions on said approval, and the approved construction plans. The draft development agreement shall require that ~~proposed~~ construction methods and materials meet or exceed minimum standards established by the Town.

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

Section 5.2.9 Surety Required (page 131).

Prior to recording the final subdivision plat, the applicant shall provide a surety conforming to Section 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 Section 5.2.8 such an agreement shall be provided at this time. The approval of the development agreement shall follow the same procedure as set forth in Section 5.2.8. Such surety instruments shall comply with all statutory requirements and shall be satisfactory to the Town Attorney as to form, sufficiency, and manner of execution, as set forth in these regulations.

Section 5.2.10 Surety Standards and Requirements (page 131).

a. General

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

b. Amount of surety

The developer shall post a good and sufficient surety with the Town in the amount of one hundred ten (110%) of the Town Engineers' estimate of cost to assure completion of the work. Good and sufficient surety shall include the types of surety specified in Section 5.2.10c. Each surety shall reference and secure compliance with the development agreement required by Section 5.2.8 where the developer agrees to make and install the improvements in accordance with the approved plans and specifications.

c. Types of ~~bond~~ surety

Subject to the standards and requirement of this Article and acceptance by the Planning Commission and approval by the Town Attorney, the following types of surety may be accepted for purposes of guaranteeing completion of improvements required by these regulations:

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

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

Irrevocable standby letters of credit

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

- a. Any letter of credit shall be drafted so as to represent an obligation of the financial institution to the town and not an obligation to the permittee;
- b. Such letter shall be valid for one (1) year and shall be automatically renewed for successive one (1) year periods until released by the Town;
- c. Said letters may be revoked only after giving the Town 90 days prior written notice with the opportunity to cash the letter and such notice shall be by certified mail, return receipt requested;
- d. All letters of credit shall be cashable in Williamson County, or in a County which adjoins Williamson County (within 60 mile radius) and shall be substantially in the form as show in Appendix B;

- e. The financial institution issuing the letter of credit or bond must demonstrate its good standing with the State of Tennessee and shall not issue in excess of 10% of its total capital to an applicant; and
- f. The branch of the issuing financial institution shall be located within a 60 mile radius of Thompson's Station, TN. This branch must also be available for contact and for making draws on the letter of credit or surety.

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

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

Escrow deposits for improvements

- a. No changes
- b. Procedures on Escrow Fund

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

- c. Time to post surety.

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

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



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

DATE: August 9, 2016
TO: Board of Mayor and Aldermen
FROM: Wendy Deats, Town Planner
SUBJECT: **Second Reading/Public Hearing** – Land Development Ordinance Amendments
(Zone Amend 2016-005 - Ordinance 2016-0011)

On April 26, 2016, the Planning Commission recommended to the Board the adoption of amendments to the Land Development Ordinance. On June 14, 2016, the Board passed the amendments excluding the amendment related to apartments and directed Staff to work with the Town's Planning Consultant to incorporate additional changes related to the provisions for residential uses. The ordinance was adequately noticed for public hearing on July 17, 2016.

PROPOSED REVISIONS

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

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

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

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

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

No cut trees, timber, construction debris, junk, rubbish, or other waste materials of any kind shall be buried in any land, left on any lot, or deposited in any natural drainage way (such as

sinkholes, underground streams/ channels, or wet weather stream beds or floodways) or public way at the time of the issuance of the certificate of occupancy for the lot, ~~and removal of such waste shall be required prior to issuance of any certificate of occupancy.~~ Waste shall not be left or deposited in any area of the subdivision at any times. Debris dumpsters **with lids** shall be required for construction debris disposal. **A dumpster shall be required for every two adjacent lots at the time any construction activity begins.** ~~Such~~**The** dumpsters shall be of adequate size, **maintained in a clean manner, the location shall be placed with clear site distance.** ~~The~~ **dumpsters** and shall be removed in a timely manner **upon the completion of construction activities.** All natural, vegetated material shall be shredded, chipped, or other means to us on site. Burning of materials on site shall be prohibited unless otherwise approved by the Planning Commission.

Table 4.3 T2 Lot Standards (page 78). Revise the table pertaining to access width to setback requirement of 12 feet. The T2 zone is an agricultural zone which promotes farm and agricultural uses. Vehicles and equipment found within this zone cannot make the turning radius for a 12 foot wide access drive. Therefore, Staff is recommending either the removal of the access width requirement or an increase of the requirement to a width that is adequate.

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

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

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

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

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

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

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Table 4.22 General Sign Restrictions (page 117). Wall signage is permitted for commercial buildings with a maximum height of 18 inches for the text of the sign. However, wall signs are

often two or three lines of text including the company logo. The code allows for multiple lines of text in the commercial district, however, does not identify a provision for multiple lines of text within the transect zones. Therefore, Staff recommends the addition of the “36 inches for more than one line of copy.

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

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

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

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

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

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

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

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

- a. **Development Agreement;**

- b. Preliminary plat approval;
- c. Construction plan approval by the Town Engineer(s) and Town Planner; and
- d. The issuance of a grading permit by the Town Planner.

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

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

Section 5.2.9 Bond Surety Required (page 131).

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

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

a. General

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

b. Amount of bond surety

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

where the developer agrees to make and install the improvements in accordance with the approved plans and specifications.

c. Types of ~~bond~~ surety

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

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

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

Irrevocable standby letters of credit

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

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

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

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

Escrow deposits for improvements

- a. No changes
- b. Procedures on Escrow Fund

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

- c. Delete performance bond section.
- d. Time to post ~~bond~~ surety.

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

RECOMMENDATION

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

ATTACHMENTS

Ordinance 2016-011
Exhibit A

ORDINANCE NO. 2016-012

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

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

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

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

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

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

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

ALCOHOLIC BEVERAGES OTHER THAN BEER

SECTION

8-201. Authority and purpose.

8-202. Definitions.

8-203. Certificate of compliance.

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

8-205. Application disclosures; misrepresentations; revocation.

8-206. Inspection fee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: 06/14/2016

Passed Second Reading: _____

Submitted to Public Hearing on the 9th day of August 2016, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 17th day of July, 2016.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

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



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

MEMO

DATE: August 4, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Pleasant Creek Rezoning

The rezoning request by the Pleasant Creek developers was withdrawn from the May BOMA agenda with the intent that it would be rescheduled for the August BOMA meeting. As stated in the attached staff report, the request is for the re-classification of the entire property from the D1 zoning (low intensity) to TC (transect community). This change is authorized under our General Plan and has been recommended by our Planning Commission. Should the rezoning be approved, the applicant will still need to obtain wastewater approvals and provide a compliant concept plan utilizing the hamlet community type.

Rezoning requests are approved by ordinance and require two readings by the Board of Mayor and Aldermen. The Board can approve the rezoning request, approve with conditions, or deny the request as presented. Additional information can also be requested between first and second reading, if necessary.

Overall, Staff is supportive of the use of transect communities within Town where appropriate as it provides for more diverse and vibrant planned communities.

BOMA Action:

Approve first reading of Ordinance 2016-008 for the rezoning of the Pleasant Creek property and the use of hamlet community types with the condition that the proposed zoning districts are updated to comply with the hamlet designation prior to second reading.

ORDINANCE NO. 2016-008

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE TOWN'S ZONING MAP BY REZONING CERTAIN PROPERTIES GENERALLY LOCATED NORTH OF THOMPSON'S STATION ROAD EAST, ALONG THE WEST SIDE OF LEWISBURG PIKE (STATE ROUTE 106/HIGHWAY 431), EAST OF INTERSTATE 65 (TAX MAP 154 50.00) FROM D1 – LOW INTENSITY TO TRANSECT COMMUNITY (TC) AS SHOWN ON THE ATTACHED MAP

WHEREAS, the property owners have requested that the territory described herein and shown on the attached map be zoned from D1 – Low Intensity to a Transect Community (TC) under the Town's Land Development Ordinance; and

WHEREAS, the Town's Planning Commission has recommended that the 212.2 acres located along the west side of Lewisburg Pike, east of Interstate 65 be rezoned that is located north of I-840 be zoned as a Transect Community; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station has determined that the proposed zoning for the transect community is consistent with the General Plan and will not have a deleterious effect on surrounding properties or the Town as a whole.

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 Zoning Map of the Town of Thompson's Station, Tennessee is hereby amended by rezoning certain territory generally located along the west side of Lewisburg Pike, east of Interstate 65 from D1 – Low Intensity to Transect Community (TC); said territory being more particularly described on the map attached hereto as Exhibit A.

Section 2. This ordinance shall take effect immediately upon the publication of its caption in a newspaper of general circulation after final reading by the Board of Mayor and Aldermen, the public welfare requiring it.

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading:

Passed Second Reading: _____

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

Recommended for approval by the Planning Commission on the _____ day of _____, 2016.

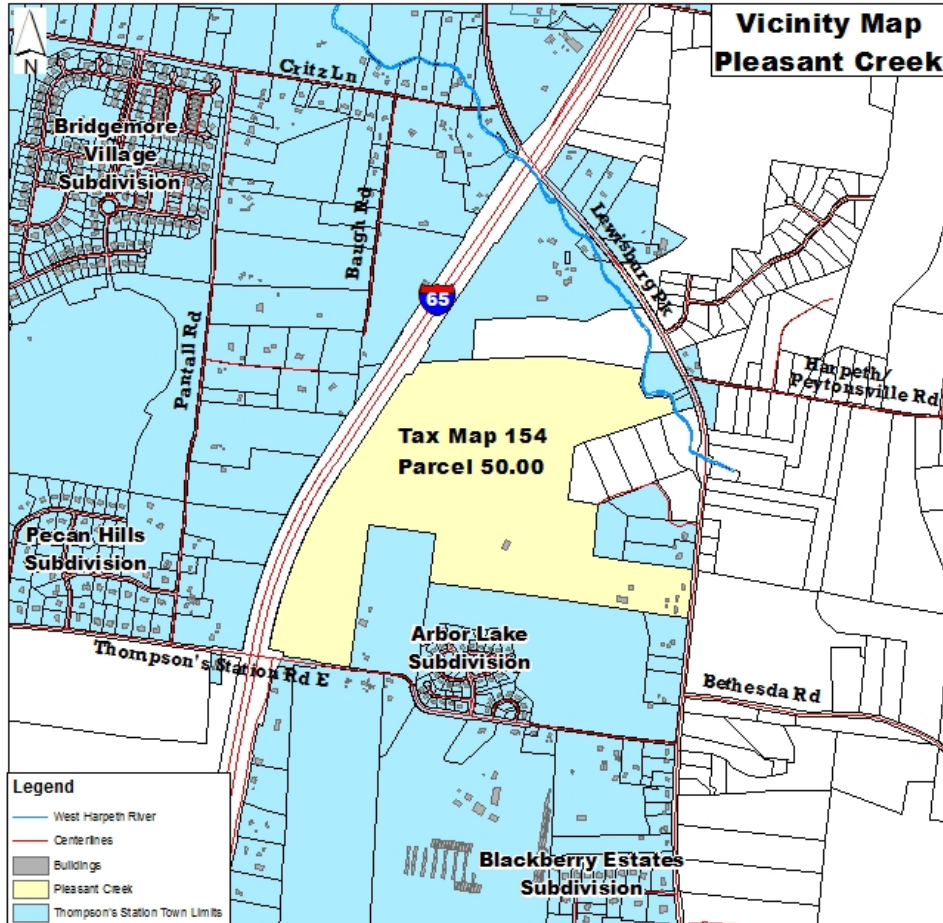
APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

Thompson's Station Board of Mayor and Aldermen
Staff Report –Zone Amend 2016-003
August 9, 2016
Rezone for Pleasant Creek (Map 154 50.00) from D1 zoning
to Transect Community (TC) zoning.

PROJECT DESCRIPTION

A request from Pleasant Creek, LLC to rezone 212.2 acres north of Thompson's Station Road East, along the west side of State Route 106/Highway 431 (Lewisburg Pike), east of Interstate 65 to Transect Community (TC) for the Pleasant Creek neighborhood.



The land is zoned D1 which is a low intensity residential district that permits the development of single family residential. The site is bounded by agricultural and residential to the north, residential and vacant land to the east, and residential and commercial (Riverbend Nurseries) to the south.

PURPOSE OF A ZONING MAP AMENDMENT OR REZONING REQUEST

Amendments to the zoning ordinance or the zoning map are considered on a case by case basis upon request or petition. Zoning to the Transect Community (TC) must be “predicated by a finding that the proposed amendment is consistent with the intent of the Town’s General Plan and the proposed amendment will not have a deleterious effect on surrounding properties or the Town as a whole” (LDO 5.3.3).

Changing the zoning of a particular parcel will allow the owner of the parcel to develop or use their property based on the corresponding use table within the Land Development Ordinance (Table 4.1 Land Use and Building Type). The Planning Commission evaluated the request based on the General Plan and made a formal recommendation to the Board of Mayor and Aldermen. The Board decision can be one of denial, approval, or approval with conditions.

THE REQUEST

The subject site is located within the G1 – Controlled Growth sector of the General Plan and is zoned as D1– Low Intensity Residential. The applicant is requesting approval of a zone change to the transect zone.

A transect plan was submitted for the project showing the conceptual development of two villages on the subject site along with a site survey that states how they propose the project would be consistent with the Town’s General Plan. The application describes the project as a “residential subdivision using Transect Zones to provide a mix of housing types in clustered nodes of residential development and open space preservation.”

STAFF FINDINGS

The subject property is located north of Thompson’s Station Road East and east of Interstate 65 and is located within the G1 – Controlled Growth Sector. The General Plan permits the development of land as a Transect Community within this sector. Per the Land Development Ordinance, the development of villages requires wastewater service, transportation adjacency and community adjacency. Wastewater service is anticipated to be onsite and the project is in proximity to a residential subdivision and a commercial operation. However, though the site has access to Lewisburg Pike and Thompson’s Station Road and is in proximity to State Route 840, it does not meet the criteria for village development due to the transportation adjacency criteria which requires the project to be within a ½ mile of intersecting arterial roads. Should re-zoning be approved the applicant would be limited to the Hamlet community type.

The project’s characteristics will include the preservation of land, inclusion of civic spaces and development in conjunction with the development standards for each transect district. In addition, technical studies related to traffic, geotechnical, biology, archeology and other natural or cultural resources will be required at concept plan to fully evaluate the proposal. These studies would be reviewed by the Town Planning Commission and staff prior to any formal approvals.

Therefore, the TC zoning with hamlet community types for the property north of Thompson’s Station Road East is consistent with the General Plan and will need to be developed in accordance with the Town’s Land Development Ordinance so as to not have a negative effect on the surrounding properties.

PC RECOMMENDATION

Based on the findings for General Plan consistency, the Planning Commission recommends adoption of Ordinance 2016-008 to rezone the land north of Thompson’s Station Road East, along the west side of Lewisburg Pike (State Route 106/431), east of Interstate 65 (Map 154 50.00) for the Pleasant Creek neighborhood as Transect Community (TC).

ATTACHMENTS

- Rezone Map
- Ordinance 2016-008
- Exhibit A

**Pleasant Creek PUD Subdivision
 Rezoning Request**

Parcel 02 on Tax Map 155 / Parcel 80 Tax Map 144
 Town of Thompson's Station, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
 144 SOUTHEAST PARKWAY
 SUITE 200
 FRANKLIN, TENNESSEE 37064
 GREG GAMBLE
 greggamble200@gmail.com
 615.975.5765

rev. date
 ▲ April 18, 2016
 ▲ April 20, 2016
 ▲ August 2, 2016
 Date: FEBRUARY 24, 2016

SITE DATA:

OWNER:
 PLEASANT CREEK INVESTMENTS LLC
 144 SOUTHEAST PARKWAY, SUITE 230
 FRANKLIN, TN 37064
 JOHN FRANKS

APPLICANT:
 GAMBLE DESIGN COLLABORATIVE
 144 SOUTHEAST PARKWAY, SUITE 200
 FRANKLIN, TN 37064
 GREG GAMBLE

PROPERTY IDENTIFICATION:
 MAP 154, PARCEL 50

NO 100 YEAR FLOOD PLAIN ON PROPERTY. FEMA MAP#47187C0365F, 9/29/2006

Description of property.

The property, identified as Map 154, Parcel 50, is located east of Interstate 65 and south of Lewisburg Pike. It is comprised of approximately 21.2 acres, and is a mix of open farm land and woodland. The property is consistent with the gentle rolling terrain of Middle Tennessee and forms a valley that flows into a Creek along Lewisburg Pike. The property is bordered to the west by Interstate 65, to the east by Lewisburg Pike, and to the south by Thompson's Station Road.

Existing Use of Land:

Residential and Agricultural

Current Zoning

Zoning District: D1
 Sector: G1 (Controlled Growth Sector)

Proposed Community Unit Type(s):

Accessory dwelling, duplex, multi-family dwelling, town house, senior housing, single family detached

Proposed Designation of Zoning District

Transect Community (TC) - for purposes of a Transect Community Hamlet.

Statement as to how the re-zoning request is consistent with the Thompson's Station General Plan.

The request to re-zone the property at issue, so that it may be developed into a Transect Community Hamlet, is completely consistent with the Thompson's Station General Plan and the Land Development Ordinance ("LDO").

As a preliminary matter, one of the stated goals of the Town's General Plan is the establishment of a Sector Plan and various Growth Sectors. See General Plan at pp. 6, 7 and 20. The Town, through its LDO, adopted the Sector Plan in support and in furtherance of the General Plan. See LDO, Section 2.1. That Sector Plan prescribes the various community types that are expressly permitted within each Growth Sector. The property at issue in this re-zoning request is located within the G1 Controlled Growth Sector.

Thompson's Station has sought to balance its rural atmosphere with a desire for higher-density housing by identifying suitable locations for this type of housing to be in proximity to major thoroughfares. The Town's General Plan states:

[I]n recent years, *higher density housing has started to occur in locations suitable to providing easy access to commercial activities.* These developments, including Tollgate Village, Bridgemore Village and Fields of Canterbury offer a variety of housing in *proximity to major thoroughfares.* Interstate 65, State Route 840, *Lewisburg Pike* and Columbia Pike provide easy access north of Thompson's Station into the Franklin/Cool Springs area. *These major roadways also provide valuable opportunities for locating commercial land uses that will have a positive economic impact while maintaining the integrity and rural atmosphere of the community as a whole.*

General Plan at p. 4; see also General Plan at pp. 6, 8, 10 ("locating higher intensity uses near the *major thoroughfares and freeways*" and locating "higher intensity commercial land uses in proximity to State Route 840 and *major arterials.*")

As provided for in the Town's General Plan, the properties located near these major roadways are suitable for higher-density housing. The proposed Pleasant Creek development is located adjacent to these major thoroughfares - bordered by a freeway (Interstate 65) and one of two arterials in the Town (Lewisburg Pike). See General Plan at pp. 10-11. Further, the General Plan seeks to "[i]nject the rural character of the Town while permitting hamlets and villages to development (sic) within the Controlled Growth Sector." General Plan at p. 7 (emphasis supplied). As noted, in furtherance of the General Plan, the Sector Plan permits hamlets and villages in the G1 Controlled Growth Sector. See LDO, Section 2. The Pleasant Creek development, located in the G1 Controlled Growth Sector, is consistent with the Town's General Plan to utilize these areas for a higher-density housing development in the form of a Transect Community Hamlet. Additionally, in keeping with the community overview and Transect T3/T4 overviews in the General Provisions of the LDO, the Pleasant Creek development will incorporate a variety of housing types, with compact residential design, to allow for a range of open spaces to be distributed throughout the neighborhood.

The following goals further evidence how the proposed re-zoning is consistent with the General Plan:

Goal 1 - Preserve the rural characteristics of the community while accommodating for future growth in an orderly and sustainable manner.

The proposed Transect Community will provide the opportunity for a unique, master-planned neighborhood within the Interstate 65 Corridor. Natural areas identified as environmental resources will be preserved and integrated into an open space network where recreation and preservation co-mingle. A diverse mix of residential housing will be provided with higher intensities closer to Interstate 65 and lower intensities closer to Lewisburg Pike - helping to transition into a more rural atmosphere. Homes will be clustered adjacent to open space and civic areas will be designed to be focal points and gathering spaces within the neighborhood blocks. These civic spaces shall serve as common destinations for pedestrian sheds, the development of which is expressly encouraged under the General Plan.

Goal 2 - Achieve a balanced mix of uses within the Town.

The Transect Community provides the opportunity for a mix of housing types and more recreational opportunities within the community. A clustered mix of housing types allows for a wide range of residential intensities and a range of economic options. Homes for this Transect Community include senior housing, "Big House" condominiums, town homes, and single family detached. Preserved open space areas and parks link the clustered neighborhood blocks through both sidewalks and walking trails within the neighborhood. This connectivity promotes recreation activities and socialization.

Goal 3 - Achieve a balanced mix of non-residential uses within the Town.

There is limited commercial potential within the proposed neighborhood. However, residential use in this location will promote and potentially expand opportunities for commercial uses along Lewisburg near Interstate 65. The BP Market located at Lewisburg Pike and Harpeth Peayonville Road, and Riverbend Nursery are examples of a local commercial services that are and have been successful in this corridor. Walkable pedestrian connections to Lewisburg Pike and clustered residential housing will promote the success of these neighborhood service retailers. Within the neighborhood, amenities such as a fitness club, residents' pool club, and outdoor gathering spaces will be within walkable distances from the neighborhood clusters, and will promote socialization and recreation among the residents. Senior housing is a proposed use for this neighborhood. This housing type will be supported by the internal amenities as well as benefit from the close proximity to local commercial activities and easy access to major thoroughfares and freeways to Franklin/Cool Springs.

Goal 4 - Encourage design flexibility for future developments, in consideration of site grading, increased impermeable surfaces.

The master-planned neighborhood approach allows for the clustering of homes in areas suitable for development where minimal grading and land disturbance would occur. Stormwater is considered holistically and is held in common to be maintained by a Home Owner's Association.

Goal 5 - Encourage cluster development for preservation of natural and cultural resources where feasible and consistent with surrounding land uses.

The Transect Community provides the opportunity to cluster residential within areas suitable for development. Land with steep slopes, natural features, and wooded areas are set aside for preservation.

Goal 6 - Evaluate the jobs/housing balance and update plans as necessary to ensure that job opportunities are available through the possible development of land as economically feasible.

This property is located in proximity to the Cool Springs Corridor and is recognized as "a desirable place for families to reside who want a rural atmosphere while keeping in proximity to goods and services." Varying intensities of clustered housing are suitable in this location to provide easy access to community activities.

Goal 7 - Develop a predictable strategy for the location and intensity of future development.

The recognition of this property as a Transect Community affords the Town a new neighborhood with a diverse residential housing mix. The proposed community, Pleasant Creek, will have access to two main thoroughfares with access to the Interstate 65 corridor. The proposed subdivision will be buffered along Lewisburg Pike by existing large residential lots and preserved natural features. This transition area will maintain the rural character of the Town along Lewisburg Pike and complement future and existing localized neighborhood commercial.

LEGAL DESCRIPTION

A parcel of land in the Eleventh Civil District of Williamson County, Tennessee, and a being a portion of the Lands owned by Darrel E. Reifschneider and being more particularly described as follows:

Point of Beginning is at a point in the easterly Right-of-Way of Interstate 65 (Right-of-Way Varies), also being the northwest corner of Property Map 155, Parcel 2.00 of record in Deed Book 3064, Page 922, R.O.W.C., TN, which is included in this description, and also being the southwest corner of Property Map 144, Parcel 32.00 of record in Deed Book 1662, Page 557, Register's Office for Williamson County, Tennessee (R.O.W.C.);

Thence, leaving said 1-65 right-of-way, with the southerly line of Parcel 32.00, generally along a fence; North 87°04'55" East, a distance of 618.23 feet to an iron rod (new) lying at the southwest corner of property conveyed to S.L. Parsley, Jr. as recorded in Deed Book 260, Page 286, R.O.W.C.;

Thence, with the southerly line of said Parsley property and the northerly line of the herein described tract for the next four (4) calls:
 1) North 87°29'33" East, a distance of 810.66 feet to an iron rod (new); thence,
 2) North 87°39'00" East, a distance of 255.72 feet to an iron rod (new); thence,
 3) South 81°32'03" East, a distance of 248.98 feet to an iron rod (old); thence,
 4) South 80°19'44" East, a distance of 722.40 feet to an iron rod (new) lying at the common northerly corner of Lot 1 and Lot 2 of the final plat entitled, "Minor Subdivision Plat for Darrel E. Reifschneider" of record in Plat Book 31, Page 42, R.O.W.C.;

Thence, with the common lot line of said Lots 1 and 2 of Plat Book 31, Page 42, R.O.W.C. for the next four (6) calls:
 1) South 28°45'23" West, a distance of 145.85 feet to an iron rod (new); thence,
 2) South 33°02'10" East, a distance of 108.92 feet to an iron rod (new); thence,
 3) North 84°00'30" East, a distance of 143.49 feet to an iron rod (new); thence,
 4) South 82°30'12" East, 82.77 feet to an iron rod (new);
 5) South 43°25'29" East, a distance of 129.72 feet to an iron rod (new); thence
 6) South 16°52'46" East, a distance of 122.65 feet to an iron rod (new) lying in the northerly line of property conveyed to Rita A. Hudgens of record in Deed Book 876, Page 651, R.O.W.C.;

Thence, with Hudgens' northerly line, South 73°02'27" West, a distance of 196.46 feet to an iron rod (old) lying at the northwest corner of said Hudgens property and the northeast corner of Lot 2 of the final plat entitled, "Savannah Springs" of record in Plat Book 27, Page 40, R.O.W.C.;

Thence, with the northerly line of said Savannah Springs Subdivision, South 70°51'45" West, a distance of 1066.58 feet to an iron rod (old) lying at the northwest corner of Lot 5 of said Savannah Springs Subdivision and being the southwest corner of Lot 2 of said Minor Subdivision Plat for Darrel E. Reifschneider;

Thence, with the westerly line of said Lot 5 Savannah Springs Subdivision, South 05°26'36" West, a distance of 636.45 feet to an iron rod (old) at the common lot corner of Lot 6 and Lot 5 of said Savannah Springs Subdivision;

Thence, with the common lot line of said Lots 5 and 6, South 81°37'22" East, a distance of 356.09 feet to an iron rod (old), said iron rod (old) being the northwest corner of property conveyed to Jacob F. and Amy B. Gordon of record in Deed Book 6177, Page 241, R.O.W.C.;

Thence, with the common line of said Lot 6 and said Gordon property, South 05°51'42" West, a distance of 623.77 feet to an iron rod (new) lying at the southwest corner of said Gordon property and the southeast corner of said Lot 6;

Thence, leaving Lot 6, with the southerly line of said Gordon property, South 81°33'40" East, a distance of 352.32 feet to an iron rod (old) lying at the northeast corner of property conveyed to Darrel E. Reifschneider of record in Deed Book 1795, Page 852, R.O.W.C. (Tax Maps refer to Deed Book 3064, Page 920 in error);

Thence, with the southerly line of said Reifschneider property, South 81°36'09" East, a distance of 826.24 feet to an iron rod (old) lying in the westerly right-of-way line of said Highway 431;

Thence, with the westerly right-of-way line of said Highway 431, South 05°44'46" West, a distance of 540.00 feet to an iron rod (old) lying at the northwest corner of property conveyed to Ozzad Property Management, LLC of record in Deed Book 2995, Page 473, R.O.W.C.;

Thence, with the northerly line of said Ozzad property, North 81°52'28" West, a distance of 1148.60 feet to an iron rod (new) lying in the northerly line of property conveyed to Ozzad Property Management, LLC of record in Deed Book 1051, Page 242, R.O.W.C.;

Thence, continuing with said Ozzad property for the next three (3) calls:
 1) North 82°04'01" West, a distance of 596.53 feet to an iron rod (new); thence,
 2) North 81°57'56" West, a distance of 536.89 feet to an iron rod (old); thence,
 3) North 82°09'47" West, a distance of 788.28 feet to an iron rod (new) lying in the easterly line of property conveyed to Davis Barbara Wilhoite of record in Deed Book 62, Page 143, R.O.W.C.;

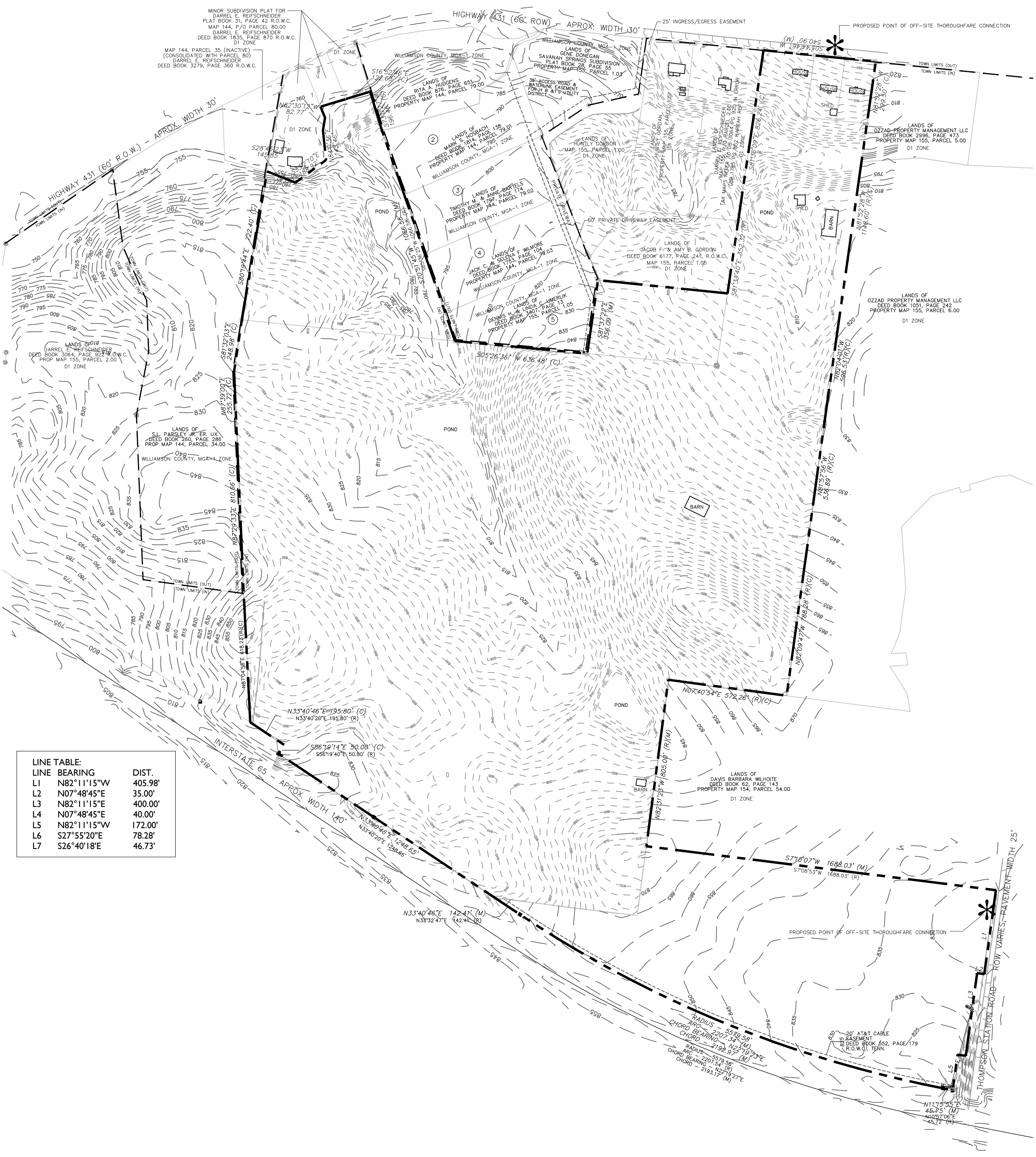
Thence, with the easterly line of said Wilhoite property, North 07°40'54" East, a distance of 572.26 feet to an iron rod (old) at the northwest corner of said Wilhoite property;

Thence, with Wilhoite's north line, North 82°31'23" West, a distance of 805.00 feet to an iron rod (old) at the northeast corner of property conveyed to Darrel E. Reifschneider of record in Deed Book 3064, Page 918, R.O.W.C. and being identified as Parcel 50.00 on Williamson County property map no. 154;

Thence, with the common line of said Wilhoite and Reifschneider, South 07°10'07" West, a distance of 1688.03 feet to an iron rod (new) lying in the northerly right-of-way of Thompson Station Road (right-of-way varies);

Thence, with the northerly right-of-way of said Thompson Station Road for the next five (5) calls:
 1) North 82°11'15" West, a distance of 405.98 feet to an iron rod (old); thence,
 2) North 07°48'45" East, a distance of 35.00 feet to an iron rod (new); thence,
 3) North 82°11'15" West, a distance of 400.00 feet to an iron rod (old); thence,
 4) North 07°48'45" East, a distance of 40.00 feet to an iron rod (new); thence,
 5) North 82°11'15" West, a distance of 172.00 feet to a concrete monument (old) lying in the easterly right-of-way of Interstate 65 (right-of-way varies) and being the southwest corner of the herein described tract of land;

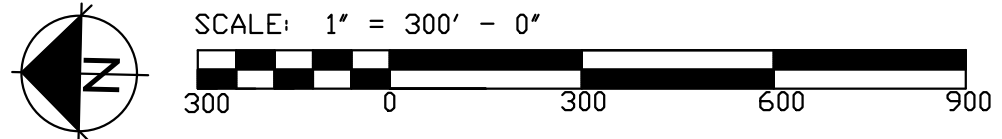
Thence, with said easterly right-of-way of Interstate 65 for the next six (6) calls:
 1) North 11°15'55" East, a distance of 45.75 feet to a concrete monument (old) at the beginning of a curve; thence,
 2) Along said curve concave to the east having a radius of 5579.58 feet and a central angle of 22°40'00" and a distance of 2207.34 feet being subtended by a chord which bears North 22°19'23" East 2192.97 feet to a concrete monument (old); thence,
 3) North 33°40'46" East, a distance of 142.41 feet to an iron rod (old); thence,
 4) North 33°40'46" East, a distance of 1248.65 feet to a concrete monument (old); thence,
 5) South 56°19'14" East, a distance of 50.00 feet to an iron rod (old); thence,
 6) North 33°40'46" East, a distance of 195.80 feet to the Point of Beginning, containing 5243387 square feet or 212.20 acres, more or less, as calculated by the above described courses and distances, according to an ALTA/ACSM Land Title Survey prepared by Harrah & Associates, Roger Harrah, PLS #2039, dated April 18, 2016.



LINE TABLE:	LINE BEARING	DIST.
L1	N82°11'15"W	405.98'
L2	N07°48'45"E	35.00'
L3	N82°11'15"E	400.00'
L4	N07°48'45"E	40.00'
L5	N82°11'15"W	172.00'
L6	S27°55'20"E	78.28'
L7	S26°40'18"E	46.73'

BASE AND SURVEY DATA PROVIDED BY:
 HARRAH & ASSOCIATES
 504 AUTUMN SPRINGS COURT, SUITE B-15
 FRANKLIN, TN
 ROGER HARRAH

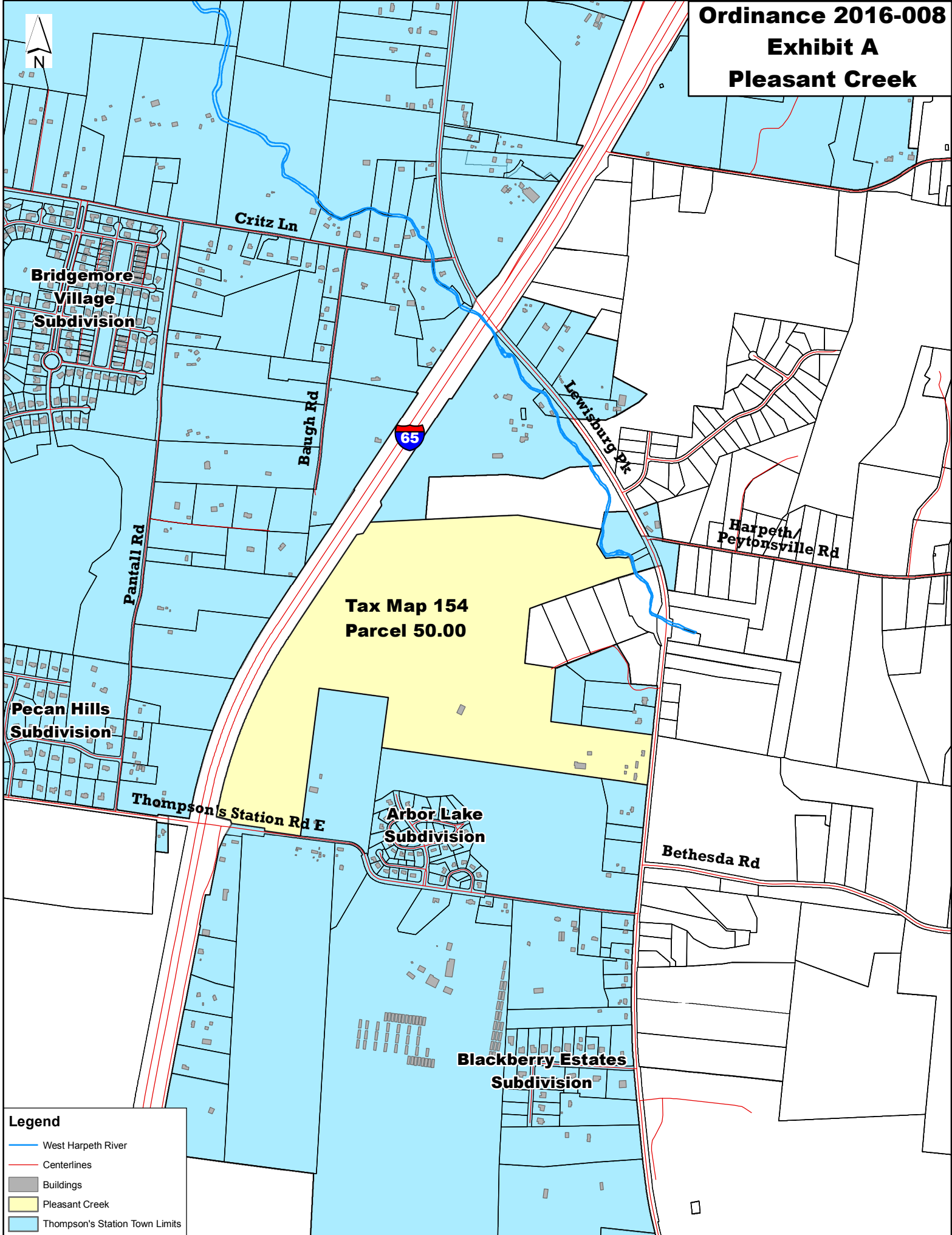
COUNSEL:
 JOSHUA R. DENTON
 GUILLET SANFORD ROBINSON & MARTIN
 150 3RD AVE S, #2800
 NASHVILLE, TN 37201



Revised per Planning Commission condition to remove Transect Community Village and replace with Transect Community Hamlet.

August 2, 2016

Ordinance 2016-008
Exhibit A
Pleasant Creek



Legend

- West Harpeth River
- Centerlines
- Buildings
- Pleasant Creek
- Thompson's Station Town Limits

Regulatory Flood Protection Elevation: The elevation not less than one (1) foot above the water surface profile associated with the Regulatory Flood.

Renovation: means physical improvements that increase the value of the real property.

Residential Use: characterizing premises available for long-term human dwelling. Residential uses have definitions applicable to ownership and definitions applicable to building type as follows:

Residential Ownership:

Apartment: Any residential building containing four or more residential units for occupancy of four separate families living independent of one another with the individual units leased to occupants.

Condominium: A form of ownership of less than the whole of a building or system of buildings under the provisions of Title 66, Chapter 27, Tennessee Code, which provides the mechanics and facilities for formal filing and recordation of divided interests in real property, whether the division is vertical or horizontal.

Fee Simple: A form of absolute ownership that is free of any other claims against the title such as a single family detached property.

Residential Building Types:

Duplex: Two (2) dwelling units sharing a detached building, each dwelling unit provides a residence for a single family.

Garden Apartment: A cluster of low-rise buildings, usually no more than two or three stories high, on single piece of property. Open lawns, landscaping, and pathways are considered common areas for garden apartment rentals, and some garden apartment complexes have amenities such as pools, clubhouses, playgrounds, and gyms on the property as well.

Mixed Use Building: Residential use combined with commercial use within the same building through superimposition or adjacency. This building type is urban in character and frequently is a multi-story building with residential uses above commercial uses.

Multifamily Dwelling: A dwelling or group of dwellings on one lot containing separate living units for three or more families including apartments or condominiums.

Single-family: A detached building used as a residence for a single family. This is a general term and may apply to a house or a townhouse with fee simple ownership.

Townhouse: a single-family dwelling that shares a party wall with another of the same type and occupies the full frontage line.

Triplex: Three (3) dwelling units sharing a detached building, each dwelling unit provides a residence for a single family.

Resubdivision: A change in a map of any approved or recorded subdivision plat altering the lots incorporated within the confines of the original plat.

Retail: characterizing premises available for the sale of merchandise and food service.

Retail Frontage: a frontage designated on a regulating plan that requires or recommends the provision of a shopfront, encouraging the ground level to be available for retail use. See special requirements.

Retirement home: age restricted housing units designed to meet the needs of persons 55 years and older.

Ridgeline: the crest or line of the hill that connects the two highest points.

Right-of-Way: A strip of land occupied or intended to be occupied by a public way crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer line, or for another similar use. The usage of the term "right-of-way", for land platting purposes, shall mean that every right-of-way hereafter established and shown on a final plat is to be separate and distinct from the lots or parcels adjoining such right-of-way and shall not be included within the dimensions or areas of such lots or parcels.

Riverine: relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Road (RD): a local, rural and suburban thoroughfare of low-to-moderate vehicular speed and capacity. Roads tend to be

Town of Thompson's Station

ARTICLE 4 ZONING

4.1 General

4.1.1 Map of Zoning Districts

Zoning districts established by this Ordinance are as shown on the Official Zoning Map of Thompson's Station, which, together with all explanatory materials thereon, is, hereby, made a part of this Ordinance.

4.1.2 Interpretation of District Boundaries

The following rules shall be used to determine the precise location of any zone boundary shown on the Official Zoning Map of Thompson's Station:

- a. Boundaries shown as following or approximately following the limits of any municipal corporation or its urban growth boundary shall be construed as following such limits.
- b. Boundaries shown as following or approximately following streets or railroad lines shall be construed as following the centerlines of such streets or railroad lines.
- c. Boundaries shown as following or approximately following platted lot lines or other property lines as shown on the Thompson's Station Tax Maps shall be construed as following such lines.
- d. Boundaries shown as following or approximately following the centerlines of streams, rivers, or other water courses shall be construed as following the channel centerline of such water courses, and, in the event of a natural change in the location of such streams, rivers, or other water courses, the zone boundary shall be construed as moving with the channel centerline.
- e. Boundaries shown as following or approximately following ridgelines or watersheds shall be construed as following such lines.

4.1.3 Zoning Districts and Bulk Standards

This Article contains the basic performance standards of the district and the site capacity calculations that must be met by proposed land uses. The following apply to all uses:

- a. All front setbacks shall be measured from the property line. When the deed reads to the middle of the thoroughfare the right of way is assumed to be 50 feet and the setback shall be measured from the assumed edge of right of way.
- b. All lots on individual septic systems must comply with the Williamson County Department of Sewage Disposal Management's regulations.
- c. Lots with frontage on roadways with differing classifications shall take access from the lesser, classified roadway unless otherwise approved by the Planning Commission.
- d. Lots accessed by easement must be approved by the Planning Commission.
- e. With the exception of minor (two lot) subdivisions, all developments must prepare and submit a resource inventory map.

4.1.4 This Article sets forth the standards applicable to the development and modification of structures and other elements of the built environment within private lots.

4.1.5 Plans required by this section are subject to administrative approval by the Town Planner in accordance with Article 5 Administration and Process.

4.2 Nonconformities

4.2.1 Any lawful use of land or structures or any structure, existing at the date of passage of this Zoning ordinance, or subsequent amendment thereto, and located in a zoning district in which it would not be permitted as a new use or structure under the terms of this Zoning Ordinance, is declared to be a legal

nonconforming use.

- 4.2.2 Any legal nonconforming lot, use, sign, or structure may be continued so long as it remains otherwise lawful, except as otherwise provided in this article. All nonconforming uses shall be encouraged to convert to conformity wherever possible and shall be required to convert to conforming status as required by this Section.
- 4.2.3 The burden of establishing that any nonconforming use is a legal nonconforming use, as defined by this Section, shall, in all cases, be upon the owner of the nonconforming use and not upon the Town.
- 4.2.4 A nonconforming structure which is damaged may be restored, provided the restoration is started within six months of the damage and does not exceed the original footprint or volume.
- 4.2.5 A structure or parcel which has been nonconforming, and which hereafter becomes vacant and remains vacant or is not used for a continuous period of 30 months or more is not to be occupied thereafter except by a conforming use and form as specified in the regulations of the zone in which such structure is located.

4.3 Special Requirements

- 4.3.1 A concept plan may designate any of the following special requirements to be applied according to the standards of this article. These restrictions are applied to the plat by the applicant, and shall be applied as follows:
- a. A differentiation of the thoroughfares as a-grid and b-grid. Frontages located more than 100' from the a-grid can be considered for private frontage exceptions by the Town Planner. The frontages assigned to the b-grid shall not exceed 30% of the total length of frontages within a pedestrian shed.
 - b. Mandatory and/or recommended retail frontage, requiring or advising that a building provide a shopfront at sidewalk level along the entire length of its private frontage. The shopfront shall be no less than 50% glazed in clear glass as generally described in Table 4.17 and specified in §4.8 Transect Zoning District Frontage Requirements.
 - c. Build-to line, requiring the placement of the building facade along the line.
 - d. Mandatory and/or recommended terminated vista locations, requiring or advising that the building be provided with architectural articulation of a type and character that responds visually to the location.
 - e. Cross block passages, requiring that a minimum 8-foot-wide pedestrian access be reserved between buildings.

4.4 Lot Standards

- 4.4.1 Lot size is limited for newly platted lots, lot assemblies and lot subdivisions according to Table 4.6 – Table 4.16. Lot width is measured along the primary frontage. See Table 3.2 Facades, Elevations, and Lot Lines Illustrated.
- a. Lot widths on curves may be reduced to 35 feet minimum in T3, D1, D2, and D3.
- 4.4.2 New Transect Communities require a mix of lot sizes as follows:
- a. Applicable to T3.
 - i. Pedestrian sheds shall have no less than three lot sizes varying by a minimum of five feet in width.
 - ii. Blocks shall be composed of a minimum of two different lot sizes varying by a minimum of five feet in width.
 - iii. No single lot width may represent more than 60 percent of the total number of lots within a pedestrian shed.
 - b. Applicable to T4.

Town of Thompson’s Station

- i. Pedestrian sheds shall have no less than two lot sizes varying by a minimum of five feet in width.
- ii. Blocks shall be composed of a minimum of two different lot sizes varying by a minimum of five feet in width.
- iii. No single lot width may represent more than 60 percent of the total number of lots within a pedestrian shed.

4.4.3 Utilities and Telecommunication Easements

- a. Easements shall be provided for all proposed utilities and technology (public and private), including but not limited to water, electric, sewer, fiber optic, cable, telecommunications, etc. to the satisfaction of the utility provider and the Town Planning Commission.
- b. Except as otherwise specifically provided herein, all building or building areas on lots within the Town shall have permanent and direct access to a public easement for utilities and/or telecommunication.
- c. No building may be constructed within the Town without such access. Access shall be suitable to provide ingress and egress to the buildings and other structures for water, sewer, telephone, cable, internet or any other similar telecommunication service, whether such service is offered through public and/or private entities. Any obstruction or encumbrance on such access, including any private easement that purports to prohibit or restrict access, shall be deemed a nuisance and in violation of this ordinance.
- d. Easements a minimum of five (5) feet in width shall be provided for dry utilities, and easements a minimum of ten (10) feet in width shall be provided for wet utilities. The subdivider shall take such actions as necessary to ensure the coordination and continuation of utility easements established on adjacent properties. All easements, including but not limited to water, sewer, electric, cable, telecommunications, etc. shall be indicated on the plat.

4.5 Lot Use Restrictions

4.5.1 General to all zones:

- a. Lot use and building type is limited according to Table 4.1, Table 4.2, Table 4.3 and Table 4.4. Any use not listed may be considered a permitted use under the broad categories of residential, lodging, office, retail, service, institutional, agriculture, automotive, civil support, education, and industrial by the Planning Commission.
- b. Home occupations in compliance with Table 4.1, Table 4.2, and Table 4.4 shall be permitted in all zoning districts pursuant to the restrictions of Table 4.5 Building Intensity.
- c. Uses permitted by Table 4.1, Table 4.2, Table 4.3 and Table 4.4 may be limited further by the restrictions of Table 4.5 Building Intensity.
- d. Coexistence of Uses. All of the uses permitted by Table 4.1, Table 4.2, Table 4.3 and Table 4.4 shall be permitted to coexist on a lot simultaneously.

4.5.2 General Transect Zone Restrictions

- a. Accessory Buildings in T4 and T5 are limited to housing related to the principal dwelling, rental housing, home office, office and lodging uses.

4.5.3 Transect Zone Restrictions for Residential Use

- a. Accessory dwelling units in T3 and T4 are limited to housing related to the principal dwelling, rental housing and home office uses, not exceeding 900 square feet.
- b. G3 Sector Residential Use:
 - i. Apartments in any building type are permitted by right in the G3 sector.

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- c. **O2, G1, G2 Sectors Residential Use:**
 - i. No residential building type on the list below may represent more than 60 percent of the total number of residential buildings within a pedestrian shed.
 - a) Apartment building
 - b) Condominium building
 - c) Townhouse
 - ii. Apartment buildings may be permitted pursuant to the requirements of the Village of Thompson’s Station Design Guidelines.
 - iii. Apartments in mixed use buildings are permitted by right in all sectors.

TABLE 4.1 G3 SECTOR RESIDENTIAL USES

USE	T1	T2	T3	T4	T4O	T5
RESIDENTIAL						
Accessory dwelling unit			P	P	P	P
Apartment building				P	P	P
Assisted living				S	P	P
Condominium building				P	P	P
Convalescent care					S	P
Day care in home (adult, child, group)		S	S	S	P	P
Duplex				P	P	
Group home			P	P	P	P
Live-work unit				P	P	P
Mixed use building					P	P
Single family			P	P	P	
Senior housing			P	P	P	P
Triplex				P	P	
Townhouse				P	P	P

KEY: "P" = Permitted by Right; "S" = Special Exception (BZA Approval required); " " = Prohibited

TABLE 4.2 O2, G1, G2 SECTORS RESIDENTIAL USES

USE	T1	T2	T3	T4	T4O	T5
RESIDENTIAL						
Accessory dwelling unit			P	P	P	P
Apartment building					P	P
Assisted living				S	P	P
Condominium building				P	P	P
Convalescent care					S	P
Day care in home (adult, child, group)		S	S	S	P	P
Duplex				P	P	P
Group home			P	P	P	P
Live-work unit				P	P	P
Mixed use building					P	P
Single family			P	P	P	P
Senior housing			P	P	P	P
Triplex				P	P	P
Townhouse				P	P	P

KEY: "P" = Permitted by Right; "S" = Special Exception (BZA Approval required); " " = Prohibited

TABLE 4.3 TRANSECT ZONE NON-RESIDENTIAL USES

USE	T1	T2	T3	T4	T4O	T5
LODGING						
Bed & Breakfast (up to 6 rooms)		P	P	P	P	P
Hotel (no room limit)					P	P

KEY: "P" = Permitted by Right; "S" = Special Exception (BZA Approval required); " " = Prohibited

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TABLE 4.3 TRANSECT ZONE NON-RESIDENTIAL USES

USE	T1	T2	T3	T4	T4O	T5
Inn (up to 12 rooms)				P	P	P
COMMERCIAL						
Adult business						
Animal services						
Breeding		P	S	S		
Day care		P	P	P	P	
Grooming		P			P	P
Kennels		P			P	P
Riding and livery stables		P	S	S	S	S
Veterinarian hospital/clinic		P			P	P
Commercial laundries					P	P
Day care						P
Drive through facility						S
Equipment rental						
Financial service					P	P
Food truck				P	P	P
Funeral homes and crematory services						
Gallery					P	P
Kiosk					P	P
Large format retail, over 50,000 sq. ft.						
Live-work unit				P	P	P
Medical clinic					P	P
Microbrewery					P	P
Microdistillery					P	P
Mixed use building					P	P
Non-banking financial services						
Office building					P	P
Open market building		P		P	P	P
Personal service				P	P	P
Recording studios					P	P
Retail building				P	P	P
Restaurant			P	P	P	P
Self-storage						
INSTITUTIONAL						
Cemetery		S	P			
Clubs – public or private						P
Community buildings, public or private			P	P	P	P
Convention or exhibition halls						
Correction and detention institutions						
Cultural centers					P	P
Education						
College						
Elementary, middle school			P	P	P	
High school						
Entertainment facilities, not adult					P	P
Exhibition center						P
Farmers market		S	S	S	P	P
Heliport / helipad						
Hospital						
Library				P	P	P
Museum					P	P
Park (See Table 3.1.)						
Nature conservancy	P	P	P	P		

KEY: "P" = Permitted by Right; "S" = Special Exception (BZA Approval required); " " = Prohibited

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TABLE 4.3 TRANSECT ZONE NON-RESIDENTIAL USES

USE	T1	T2	T3	T4	T4O	T5
Park		P	P	P		
Green			P	P	P	P
Square			P	P	P	P
Plaza					P	P
Playground		P	P	P	P	P
Community garden		P	P	P	P	P
Neighborhood multipurpose field			P	P	P	
Ramble			P	P		
Recreation and sports facility		P				
Parking facilities						P
Religious institution		S	S	P	S	S
Theater					P	P
Utility substation		P	P	P	P	P
Sports stadium						
Wireless communications facility						
AGRICULTURE						
Beekeeping		P	P	P		
Crop production other than community gardens		P	P	P		
Dairy		S				
Equestrian facility		P	S	S		
Horticulture		P			P	P
Plant and forest nursery		P			P	
AUTOMOTIVE						
Automotive sales						
Auto cleaning and repair						
Auto painting						
Auto towing						
Auto wash						
Boat sales and repair						
Commercial storage						
Gasoline sales						
INDUSTRIAL						
Light industrial						
Medium industrial						
Recycling facilities						
Warehousing						

KEY: "P" = Permitted by Right; "S" = Special Exception (BZA Approval required); " " = Prohibited

TABLE 4.4 O2, G1, G2 USE ZONES LAND USE

USE	D1	D2	D3	NC	CC	IL	IM
RESIDENTIAL							
Accessory dwelling unit	P	P	P				
Assisted living		S	S	S	P		
Convalescent care		S	S	S	P	P	
Day care in home (adult, child, group)	S	S	S	S			
Duplex		P	P				
Group home	P	P	P	P			
Live-work unit			P				
Mixed use building				P	P	P	
Multifamily dwelling					P		
Single family residential	P	P	P				
Senior housing	P	P	P				
Townhouse			P				

KEY: "P" = Permitted by Right; "S" = Special Exception (BZA Approval required); " " = Prohibited

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TABLE 4.4 O2, G1, G2 USE ZONES LAND USE

USE	D1	D2	D3	NC	CC	IL	IM
LODGING							
Bed & Breakfast (up to 6 rooms)		P		S	P		
Hotel (no room limit)				P	P		
Inn (up to 12 rooms)				S	P		
COMMERCIAL							
Adult business							S
Animal services							
Breeding	S	S					
Day care	P	P				P	
Grooming				P	P		
Kennels						P	
Riding and livery stables	S	S					
Veterinarian hospital/clinic				P	P	P	
Commercial laundries				P	P	P	
Coin operated laundromat					P	P	
Dry cleaner				P	P	P	
Day care				P	P	P	
Drive through facility					P	P	P
Equipment rental						P	P
Financial service				P	P	P	
Food truck				P	P		
Funeral homes and crematory services					P	P	P
Gallery				P	P		
Kiosk					P		
Large format retail					P	P	
Live-work unit							
Medical clinic				P	P	P	P
Microbrewery					P		
Microdistillery					P		
Mixed use building				P	P	P	
Non-banking financial services					P	P	
Office building				P	P	P	P
Open market building						P	P
Personal service				P	P	P	
Recording studios				P	P	P	P
Retail building				P	P	P	P
Restaurant				P	P	P	P
Self-storage						S	S
INSTITUTIONAL							
Cemetery						P	P
Clubs – public or private					P	P	
Community buildings, public or private	P	P	P	P	P		
Convention or exhibition halls					P	P	
Correction and detention institutions							P
Cultural centers				P	P		
Education							
College						P	
Elementary, middle school	P	P	P		P	P	
High school					P	P	
Entertainment facilities, not adult					P	P	
Exhibition center					P	P	
Farmers market	S			P	P		
Helipad / heliport						P	P

KEY: "P" = Permitted by Right; "S" = Special Exception (BZA Approval required); " " = Prohibited

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TABLE 4.4 O2, G1, G2 USE ZONES LAND USE

USE	D1	D2	D3	NC	CC	IL	IM
Hospital					P	P	
Library				P	P		
Museum				P	P	P	
Park (See Table 3.1.)							
Nature conservancy	P						
Park	P						
Green		P	P	P			
Square		P	P	P			
Plaza				P	P	P	
Playground	P	P	P	P			
Community garden		P	P	P			
Neighborhood multipurpose field		P	P	P			
Ramble		P	P				
Recreation and sports facility					P	P	
Parking facilities					P	P	P
Religious institution	S	S	S	S	P	P	P
Theater					P	P	P
Utility substation	P	P	P	P	P	P	P
Sports stadium					P	P	P
Wireless communications facility					P	P	P
AGRICULTURE							
Beekeeping	P	P					
Crop production	P	P					
Dairy							S
Equestrian facility	S	S					
Horticulture					P	P	
Plant and forest nursery	S	S	S			P	P
AUTOMOTIVE							
Automotive sales							P
Auto cleaning and repair					P	P	P
Auto painting							P
Auto towing							P
Auto wash					S	P	P
Boat sales and repair							P
Commercial storage							P
Gasoline sales					P	P	P
INDUSTRIAL							
Light industrial						P	P
Medium industrial							P
Recycling facilities							P
Warehousing						P	P

KEY: "P" = Permitted by Right; "S" = Special Exception (BZA Approval required); " " = Prohibited

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TABLE 4.5 BUILDING INTENSITY

USE	RESTRICTED	LIMITED		OPEN	
RESIDENTIAL	The number of dwellings on each lot is restricted to one principle residence and one accessory residence. Both dwellings shall be under single ownership. The habitable area of the accessory unit shall not exceed 500 sq. ft. of living area.	T2		The number of dwellings on each lots is only restricted by the bulk standards of this Article.	T4
		T3			T40
		D1			T5
LODGING	The number of bedrooms available for lodging per lot is limited to six. The lodging shall be owner occupied. Food service may be provided in the morning. The maximum length of stay shall not exceed ten days.	T2	The number of bedrooms available for lodging per lot is limited to six. Food service may be provided in the morning. The maximum length of stay shall not exceed fourteen days.	The number of bedrooms available for lodging per lot are only restricted by the bulk standards of this Article. Food service may be provided at all times.	T40
		T3			T5
					NC
					CC
OFFICE	The building area available for office use on each lot is restricted to 600 sq. ft. within the principal building or to the accessory building.	T2	The building area available for office use on each lot is limited to the first story of the principal building and/or to the accessory building.	The office area within a building or a lot is only restricted by the bulk standards of this Article.	T40
		T3			T5
		D1			NC
					CC
RETAIL	The building area available for retail use may not exceed 1,500 square feet. Food service is limited to no more than 600 square feet of seating area.	T3	Food service is limited to no more than 1,800 square feet of seating area.	The retail area within a building or a lot is only restricted by the bulk standards of this article.	T40
					T5
					NC
					CC

4.6 Building Placement Standards

- 4.6.1 Buildings shall be setback from the boundaries of the lot as specified in Table 4.6 through Table 4.16.
- 4.6.2 For lots with more than one frontage, front setback requirements pertain to the primary frontage and secondary front setback requirements pertain to the secondary frontages. See Table 3.2 Facades, Elevations, and Lot Lines Illustrated.
- 4.6.3 Lot coverage by buildings shall not exceed the percentage of net lot area specified in Table 4.6 through Table 4.16.
- 4.6.4 Building facades shall occupy a minimum percentage of the primary frontage as specified in Table 4.6 through Table 4.16 as minimum frontage buildout.
- 4.6.5 Setbacks for principal buildings shall be as shown in Table 4.6 through Table 4.16. Setbacks may be adjusted by up to 10% by administrative waiver to accommodate specific site conditions. The Town

Planner or designee shall make the following written findings:

- a. The waiver is consistent with the provisions of §1.2 Intent.
 - b. The waiver is consistent with the General Plan.
 - c. The building placement will not materially endanger the public health or safety.
 - d. The building placement will not substantially injure the value of adjoining property; or that the use is a public necessity.
 - e. The location and character of the building placement, if developed according to the plans and information approved, will be in harmony with proximate land uses, and consistent with the purposes of the district.
 - f. The building placement will not adversely affect the district by altering its character.
- 4.6.6 Rear setbacks for accessory buildings shall be a minimum of 5 feet measured from the property line. In the absence of rear alley or rear lane, the rear setback shall be as shown in Table 4.6 through Table 4.16.
- 4.6.7 Fireplaces and bay windows may encroach side setbacks up to 2.5 ft. in all zones. Distances between structures shall meet building and fire code restrictions.

4.7 Height Restrictions

- 4.7.1 Building height is limited according to Table 4.6 through Table 4.16, measured as follows:
- a. Building height is measured in above ground stories and feet.
 - b. Stories are measured from finished floor to finished ceiling.
 - c. Stories above the ground floor are limited to 14 feet after which height they are counted as two stories.
 - d. For residential uses, a ground floor story of 18 feet or less is counted as one story. Ground floors exceeding 18 feet in height are counted as two stories.
 - e. For non-residential and mixed-uses a ground floor story shall be no less than 11 feet in height. A ground floor story of 25 feet or less is counted as one story. Ground floors exceeding 25 feet in height are counted as two stories.
 - f. Height limits do not apply to unfinished attics, masts, belfries, clock towers, chimney flues, water tanks, or elevator bulkheads.
- 4.7.2 Parking structure height is measured as follows:
- a. Parking structure height is measured in feet above average adjacent grade but in no case shall exceed 45 feet in height.
 - b. Parking structures lined for a minimum of 80% along frontages may exceed height restrictions and are limited in height to the eave of lining buildings.

**Thompson's Station Board of Mayor and Aldermen
Staff Report – (File: Zone Amend 2016-006)
August 9, 2016
Land Development Ordinance Amendments – Residential Uses**

PROJECT DESCRIPTION

Amendments to the Land Development Ordinance are attached as Exhibit A. All amended sections are highlighted.

PROPOSED REVISIONS

Section 1.3. The definitions for different residential use types will be consolidated under “Residential Uses” in the definition section. Exhibit A shows how this new definition section will look within the LDO. These definitions may be further clarified prior to the Planning Commission meeting on August 23rd.

Section 4.4.2. Inserted a new 4.4.2 that requires a mix of lot sizes in a pedestrian shed which is intended to encourage different product type.

Section 4.5. This section was reorganized to add specific lot use restrictions within the transect districts. In addition, limitations were placed on uses outside of the Targeted Growth Sector (G3) which is our Town Center area.

Table 4.1 Land Use and Building Type. We’ve separated the use table for transect and use districts by sector. The intent here is to allow for maximum density in the Town Center area (G3 Targeted Growth Sector) and protect areas where significant density may not be appropriate.

RECOMMENDATION

Staff recommends that the Board of Mayor and Aldermen pass on first reading the proposed amendment to the Land Development Ordinance and set a public hearing for September 13, 2016

ATTACHMENTS

Ordinance 2016-013
Exhibit A

ORDINANCE NO. 2016-013

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE LAND DEVELOPMENT ORDINANCE TO PROVIDE CLARIFICATION RELATED TO RESIDENTIAL USES.

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

WHEREAS, after a thorough review of the LDO, Town Staff is recommending changes to clarify the residential land uses within the ordinance; and

WHEREAS, the Planning Commission will review these proposed changes on August 23, 2016 and provide a recommendation to the Board of Mayor and Aldermen; and

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading:

Passed Second Reading: _____

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

Recommended for approval by the Planning Commission on the ____ day of _____, 2016.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

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



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

MEMO

DATE: August 1, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Atmos Gas Franchise renewal

The Town's existing franchise agreement with Atmos Gas is set to expire in October, 2016. Franchise agreements allow the requesting agency to operate within the Town limits and utilize public rights of way. These agreements can vary greatly in length ranging from 5-20 years or longer. In addition, fees are typically collected by the utility and paid to the municipality in exchange for granting the franchise agreement. The State of Tennessee does not require establishing a fee when granting a franchise nor does it limit the percentage of the fee to be collected.

At present, the Town does not charge a franchise fee on the Atmos Gas agreement. Franchise fees are a typical revenue source for most municipalities and are considered unrestricted general fund revenues. The proposed franchise ordinance is for a 15 year term and establishes a 5% franchise fee. Either of these terms can be adjusted per BOMA direction.

The adoption of a franchise ordinance requires two readings and a public hearing. Franchise agreements are also subject to approval of the Tennessee Regulatory Agency.

BOMA Action:

Approve first reading of Ordinance 2016-014 granting a franchise to Atmos Energy Company Corp. and to schedule a public hearing for Tuesday, September 13, 2016

ORDINANCE NO. 2016-014

AN ORDINANCE GRANTING A FRANCHISE TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PERIOD OF FIFTEEN (15) YEARS TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS PLANT OR PLANTS FOR THE MANUFACTURING AND PROCESSING OF ANY AND ALL KINDS OF GAS AND FOR THE DISTRIBUTION OF NATURAL GAS AND FOR THE INSTALLATION AND MAINTENANCE OF MAINS, PIPES, PIPELINES, DISTRIBUTION LINES, AND OTHER EQUIPMENT NECESSARY OR INCIDENTAL TO DISTRIBUTION OF SAID GAS UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC GROUNDS OF THE TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE:

Article I

DEFINITIONS:

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) "Agency" refers to and is the Tennessee Regulatory Authority the state utility regulatory agency having jurisdiction over the rates, services and operations of Grantee within the State of Tennessee or other administrative or regulatory authority succeeding to the regulatory powers of the Agency.
- (B) "Council" or "City Council" refers to and is the governing body of the Town of Thompson's Station.
- (C) "City" refers to and is the Town of Thompson's Station, Williamson County, Tennessee, and includes to territory as currently is or may in the future be included within the boundaries of the Town of Thompson's Station.
- (D) "Force Majeure" shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to

transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.

(E) “*Franchise*” shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.

(F) “*Grantee*” shall mean Atmos Energy Corporation.

(G) “*Grantor*” shall mean the Town of Thompson’s Station, Tennessee.

(H) “*Public Right-of-Way*” shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor’s geographical limits or boundaries established by applicable law.

(I) “*System*” shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Article II

GRANT OF FRANCHISE:

(A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.

(B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein.

Additionally, it is agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

Article III

TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

(A) The term of this Franchise shall be for a term of fifteen (15) years.

(B) The franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of Ordinance 91-004 are superseded by the terms and conditions hereof.

(D) On the expiration of this franchise, in the event the same is not renewed, or on the termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article X (B).

Article IV

GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the

Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

Article V

OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Article VI

DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities and shall not

affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widening's, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) system facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

Article VII

SERVICE TO NEW AREAS.

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle

immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Article VIII
COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND
CONSIDERATION FOR FRANCHISE

(A) In consideration for the granting an exercise of the rights and privileges created hereunder, and in further consideration of the grant the Franchisee of the right to make use of the Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a sum equal to 5% of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each quarter after the effective date hereof, and the Grantee shall furnish to Grantor quarterly statement of Grantee's Revenues.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a franchise fee, in an amount that is sufficient to recover the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

(C) The franchise fee provided here in, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by Grantee under applicable law shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of franchise fee being paid to the City.

Article IX

BREACH OF FRANCHISE; REMEDIES:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X

ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.

(C) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this _____ day of _____, _____.

TOWN OF THOMPSON'S STATION,

TENNESSEE

BY: _____
Mayor

ATTEST:

City Clerk

ATMOS ENERGY CORPORATION

BY: _____
John Kevin Akers, President
Kentucky/Mid-States Division

City's Mailing Address and Phone Number:

RESOLUTION NO. 2016-013

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A SUBDIVISION DEVELOPMENT AGREEMENT WITH BLUEPRINT PROPERTIES, LLC FOR PHASE 6 OF BRIDGEMORE VILLAGE AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Blueprint Properties ("Developer") is developing Phase 6 of Bridgemore Village and has received preliminary plat approval for such phase;

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

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to approve the attached Subdivision Development Agreement with Developer to allow for the continued development of Phase 6 of Bridgemore.

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

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

RESOLVED AND ADOPTED this _____ day of August, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

SUBDIVISION DEVELOPMENT AGREEMENT

This Agreement is entered into on this 9th day of August, 2016, between the Town of Thompson's Station, Tennessee (the "Town"), and Blueprint Properties, LLC (the "Developer").

WITNESSETH:

WHEREAS, the Developer intends to develop a subdivision to be known as Bridgemore Village, Phase 6; and

WHEREAS, Phase 6 of the Bridgemore Village subdivision received approval from the Thompson's Station Municipal Planning Commission (the "Planning Commission") pursuant to the laws of the State of Tennessee and the Subdivision Regulations of the Town:

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

SECTION 1. Construction of Subdivisions

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

SECTION 2. Bonding

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

SECTION 3. Interpretation, venue, attorney's fees

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

SECTION 4. Transferability

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

SECTION 5. Acceptance of Improvements

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

SECTION 6. Warranty

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

SECTION 7. Special Provisions

The Developer and the Town further agree to the following:


1. A drainage study evaluating the entire 545 acres of the development has been submitted to verify that drainage is managed adequately on site.
2. Prior to the approval of construction plans, all applicable codes and regulations shall be addressed to the satisfaction of the Town Engineer.
3. Prior to the approval of construction plans, a geotechnical report shall be submitted identifying the location of any sinkholes.
4. Prior to submittal of the final plat, all side yard setbacks shall be in compliance with Zoning Ordinance requirements.
5. Prior to the submittal of the final plat for phases 6 and 7, a site plan for the proposed amenities area shall be reviewed and approved.
6. Developer shall comply with the tree replacement plan approved by the Planning Commission. All lot and street trees shall be planted in accordance with the approved

Development Agreement
Bridgemore Village Phase 6

plan prior to occupancy. Prior to recordation of final plats, all open space trees shall be planted

7. Sewer tap connections have been approved for Bridgemore Village Phase 6.
8. All construction vehicles shall use Clayton Arnold Road to Robbins Nest Road and right onto Creamery Bridge Road into Phase 6.
9. Developer shall not permit any private technology easement on any lot.

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


Developer Bluesaint Properties Date 6-21-16

TOWN OF THOMPSON'S STATION, TENNESSEE

BY:

Mayor Date

APPROVED AS TO FORM AND LEGALITY:

Town Attorney Date

RESOLUTION NO. 2016-014

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A SUBDIVISION DEVELOPMENT AGREEMENT WITH HOOD DEVELOPMENT FOR PHASE 11 OF THE FIELDS OF CANTERBURY AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, Hood Development ("Developer") is developing Phase 11 of The Fields of Canterbury and has received preliminary plat approval for such phase;

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

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to approve the attached Subdivision Development Agreement with Developer to allow for the continued development of Phase 11 of The Fields of Canterbury.

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

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

RESOLVED AND ADOPTED this _____ day of August, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

SUBDIVISION DEVELOPMENT AGREEMENT

This Agreement is entered into on this 9th day of August, 2016, between the Town of Thompson's Station, Tennessee (the "Town"), and Hood Development, LLC (the "Developer").

WITNESSETH:

WHEREAS, the Developer intends to develop the next phase in the Fields of Canterbury subdivision; Phase 11 (File: PP 2015-005), which includes the creation of 29 single family lots and three (3) open space lots; and

WHEREAS, the plat of said phase within the Fields of Canterbury subdivision received approval of a preliminary plat from the Thompson's Station Municipal Planning Commission (the "Planning Commission") on September 22, 2015, pursuant to the laws of the State of Tennessee and the Subdivision Regulations of the Town.

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

SECTION 1. Construction of Subdivisions

The Developer shall construct all required improvements and complete the subdivision in accordance with the Town's Subdivision Regulations, the approved construction plans, and the preliminary subdivision plat approved by the Planning Commission. Any modifications proposed shall require Planning Commission review and approval. Required improvements shall include all streets, storm drainage systems, storm water detention and retention structures, water systems, fire hydrants, sanitary sewer, street lights, all other utilities, curb and gutter, sidewalks, lot and subdivision corner monuments, street name signs, traffic control signs and devices, fences, and any required off-site improvements in accordance with the approved construction plans for this development, which are incorporated in the agreement by reference as if included herein.

SECTION 2. Bonding

Prior to the recordation of each final subdivision plat, the Developer shall post a cash bond or letter of credit ("Bond") subject to the regulations set forth within the Subdivision Regulations and in the amount recommended by the Town Engineer and approved by the Planning Commission, this amount being 10% greater than the estimated amount necessary to complete required improvements, including roads, sidewalks, drainage, and other improvements specified by the plans and plats of the development approved by the Town and the Planning Commission. The Bond may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the Bond. The Bond will not be released until there has been full compliance with this Agreement and certification by a licensed engineer that the development has been completed in full compliance with the approved plat and construction plans.

SECTION 3. Interpretation, venue, attorney's fees

This agreement shall bind the Developer upon execution and may not be revoked without permission of the Town. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Circuit Court for Williamson County, Tennessee, and Tennessee appellate courts. In the event this Agreement is breached by the Developer and litigation is commenced, the Developer

shall be responsible for the reasonable attorney's fees and expenses incurred by the Town as a result of the Developer's breach.

SECTION 4. Transferability

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

SECTION 5. Acceptance of Improvements

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

SECTION 6. Warranty

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

SECTION 7. Special Provisions

The Developer and the Town further agree to the following:

1. All applicable codes and regulations have been addressed to the satisfaction of the Town Engineer and any changes shall be submitted and reviewed.
2. A drainage study shall be submitted to verify that drainage is managed adequately on site.
3. A geotechnical report shall be submitted identifying the location of any sinkholes.
4. Prior to the approval of construction plans, a mass grading plan shall be submitted for review and approval.
5. The approved tree replacement plan shall be completed.
6. Street cross sections for all roadways shall incorporate a five foot sidewalk.
7. Prior to the submittal of a final plat, the applicant shall prepare a schedule of improvements for the secondary access located within Phase 10.
8. Developer shall not permit any private technology easement on any lot at any time.

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

HP Ingram

Developer

TOWN OF THOMPSON'S STATION, TENNESSEE

Mayor

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

7/29/2016
 maintenance
 FOC 3

103 lots

0.7 mi length new road
 7392 ft of curb

9856 SY area

				cost							cost		
		qty	unit cost		Bond %	amount			qty	unit cost	cost	Bond %	amount
Pavement													
8" stone	SY	9856	7.35	72442	15%	10866.24	Saintary Sewer	lf	4365	54	235710	15%	35356.5
2" binder	SY	9856	8.3	81805	15%	12270.72							
1.5" surf	SY	9856	6.9	68006	15%	10200.96	sa manholes	ea	26	2100	54600	15%	8190
						0	services	ea	103	1500	154500	0%	0
Curbs	LF	7392	3.5	25872	15%	3880.8							
						0							
						0							
Drainage Inlets / man	ea	26	1700	44200	15%	6630					\$444,810		\$43,547
Headwalls	ea	1	1550	1550	15%	232.5							\$44,000 bond amou
RCP						0							
15 inch	lf	0	48	0	15%	0							
18 inch	lf	1029	51	52479	15%	7871.85							
24 inch	lf	374	63	23562	15%	3534.3							
30 inch	lf	448	66	29568	15%	4435.2							
36 inch	lf	234	72	16848	0%	0							
42 inch	lf	280	89	24920	15%	3738							
48 inch	lf	280	104	29120	15%	4368							
Erosion Control	ls	1		10000	0%	0							
Grading	ls	1		0		0							
				\$480,372		\$68,029							
				1.1		\$69,000							

int

7/29/2016

FOC 2
Maintenance Bond

Section three has 32 lots and 0.27 mi. road and is completely built out and roadways completed to surface.

Maintenance bond for RDEC \$23,000

Sanitary sewer is built out and the sewer has been in place and operating for quite some time.

Maintenance bond for sanitary sewer: \$12,900

7/29/2016

FOC 3
Maintenance Bond

Section three has 103 lots and 0.7 mi. road and is completely built out and roadways completed to surface.

Maintenance bond for RDEC \$69,000

Sanitary sewer is built out and the sewer has been in place and operating for quite some time.

Maintenance bond for sanitary sewer: \$44,000

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

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EMO

DATE: August 4, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Fields of Canterbury Phases 2 & 3

The developer of the Fields of Canterbury subdivision has requested the Town's acceptance of all infrastructure within phases 2 and 3. All necessary improvements have been completed and installation requirements have been met. The developer has submitted all as-built documents and has followed all testing and inspection procedures for dedication. Our wastewater operators and engineer have evaluated the phases and are comfortable with the infrastructure being accepted.

If accepted, the Town would be assuming responsibility for all public infrastructure within these phases including storm drains, roadways, and wastewater facilities. The plats for both of these sections include a note that indicates sidewalks will be the responsibility of the Town. Sidewalks are typically maintained by adjacent property owners or Homeowner Associations within subdivisions. Though it is likely this will not be an issue for years to come, the Town may end up having a significant financial liability in the future if the note is not removed from the plat. In addition, the Town's Land Development Ordinance includes the following section:

- 3.9.20 *Sidewalks*
c. *Sidewalks shall be maintained by Property Owner Associations, Home Owner Associations, or adjacent property owners.*

The Town Engineer has evaluated the phases and recommends that maintenance surety be set at the following levels:

Phase 2 –	
Roads, Drainage, and Erosion Control	\$23,000
Wastewater	\$12,900
Phase 3 –	
Roads, Drainage, and Erosion Control	\$69,000
Wastewater	\$44,000

These amounts will be held in place for one year.

BOMA Action:

Approve the request for acceptance of the roads, storm drains, and wastewater facilities in Phases 2 and 3 in the Fields of Canterbury subdivision and set maintenance bond amounts as recommended. In addition, the plats for phases 2 and 3 will need to be amended to remove the note regarding sidewalks being maintained by the Town of Thompson's Station and assign this responsibility to the Home Owners Association per our LDO.

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