

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
August 9, 2022**

Meeting Called To Order

Pledge Of Allegiance

Consent Agenda

- a. Consideration of the Minutes of the June 14, 2022, regular meeting.
- b. Approval of Development Agreement for Thomas Downs.

Documents:

[ITEM A - BOMA MINUTES 6_14_2022.PDF](#)

[ITEM B - THOMAS DOWNS DEVELOPMENT AGREEMENT 8-2-22.PDF](#)

Item C - BOMA Bond Action Agenda 8-9-22

Documents:

[ITEM C - BOMA BOND ACTION AGENDA 8-9-22.PDF](#)

Item D - Tollgate MBSC Bond Release BOMA Action 8-9-22

Documents:

[ITEM D - TOLLGATE MBSC BOND RELEASE BOMA ACTION 8-9-22.PDF](#)

Announcements/Agenda Requests

Public Comments-

Unfinished Business:

New Business:

Item 1 - Resolution 2022-021 Investment Account Resolution Update

Documents:

[ITEM 1 - RESOLUTION 2022-021 INVESTMENT ACCOUNT RESOLUTION UPDATE.PDF](#)

Item 1 - T. S. Investment Policy Executed Ordinance 2022-013

Documents:

[ITEM 1 - T. S. INVESTMENT POLICY EXECUTED ORDINANCE 2022-013.PDF](#)

Item 2 - Resolution 2022-023 Internal Controls Resolution Update

Documents:

[ITEM 2 - RESOLUTION 2022-023 INTERNAL CONTROLS RESOLUTION UPDATE.PDF](#)

Item 2 - Internal Control Policy

Documents:

[ITEM 2 - THOMPSONS STATION INTERNAL CONTROL MANUAL 2022.PDF](#)

Item 3 - Resolution 2022-024 Municipal Elections 2022

Documents:

[ITEM 3 - RESOLUTION 2022-024 MUNICIPAL ELECTIONS 2022.PDF](#)

Item 4 - Ordinance 2022-010 Property Maintenance Code Update Ordinance

Documents:

[ITEM 4 - ORDINANCE 2022-010 PROPERTY MAINTENANCE CODE UPDATE ORDINANCE.PDF](#)

Item 4 - Staff Report For Ordinance 2022-010 Property Maintenance Code Update

Documents:

[ITEM 4 - STAFF REPORT FOR ORDINANCE 2022-010 PROPERTY MAINTENANCE CODE UPDATE.PDF](#)

Item 5 - Resolution 2022-022 BCBS Healthy Places Grant

Documents:

[ITEM 5 - RESOLUTION 2022-022 BCBS HEALTHY PLACES GRANT.PDF](#)

Item 5 - Staff Report For Resolution 2022-022 Healthy Place Grant

Documents:

[ITEM 5 - STAFF REPORT FOR RESOLUTION 2022-022 HEALTHY PLACE GRANT.PDF](#)

Item 5 - BCBS Healthy Place Grant Info

Documents:

[ITEM 5 - BCBS HEALTHY PLACE GRANT INFO.PDF](#)

Item 6a - Reservation WW Capacity Agreement 4561 Columbia Pk- Cooper Magli Updated 8-9-22

Documents:

[ITEM 6A - RESERVATION WW CAPACITY AGREEMENT 4561 COLUMBIA PK-COOPER MAGLI UPDATED 8-9-22.PDF](#)

Item 6b - Reservation WW Capacity Agreement West Harpeth Rd - Brandon Roberston 8-9-22

Documents:

[ITEM 6B - RESERVATION WW CAPACITY AGREEMENT WEST HARPETH RD - BRANDON ROBERSTON 8-9-22.PDF](#)

Item 6c - Reservation WW Capacity Agreement 1705 School St- Janie Brown 8-9-22

Documents:

[ITEM 6C - RESERVATION WW CAPACITY AGREEMENT 1705 SCHOOL ST- JANIE BROWN 8-9-22.PDF](#)

Item 6d - Reservation WW Capacity Agreement Park At Thompsons Station Development- Aubrey Preston 8-9-22

Documents:

[ITEM 6D - RESERVATION WW CAPACITY AGREEMENT PARK AT THOMPSONS STATION DEVELOPMENT- AUBREY PRESTON 8-9-22.PDF](#)

Item 7 - FY23_WW_Oncall_Thompsons_Station_PSA

Documents:

[ITEM 7 - FY23_WW_ONCALL_THOMPSONS_STATION_PSA.PDF](#)

Item 8 - Approve Barge Design Solutions, Inc. Professional Services Agreement For Sewer Network Plan

Item 9 - Critz Lane Update

Adjourn

Information Only:

XKimley Horn Update

Documents:

[XKIMLEY HORN UPDATE.PDF](#)

XRagan Smith - Critz Lane Progress Update

Documents:

[XRAGAN SMITH - CRITZ LANE PROGRESS UPDATE.PDF](#)

BOMA Finance Report

Documents:

[XBOMA FINANCE REPORT JUNE 2022.PDF](#)

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

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Minutes
June 14, 2022, 7:00 p.m.**

Call to Order:

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on May 10, 2022. Members and staff attending were Mayor Corey Napier, Alderman Shaun Alexander, Alderman Brandon Bell, Alderman Brian Stover, Town Administrator Ken McLawhon, Finance Director Steve Banks, Planning Director Micah Wood, Town Clerk Regina Fowler and Town Attorneys Andrew Mills and Kirk Vandivort. Matthew Johnson, Barge Design and Will Owen, Griggs & Malone Inc. were also present. Alderman Andrew Zinn and Town Administrator Ken McLawhon were absent.

Pledge of Allegiance:

Consent Agenda:

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

Approve Consent Agenda:

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

Alderman Brandon Bell made a motion to approve the Consent Agenda **as amended**. The motion was seconded by Alderman Shaun Alexander and carried 4 yay 0 nay.

Announcements: Alderman Brian Stover made a motion for an update on the Critz Lane project at the end of this meeting. The motion was seconded by Alderman Shaun Alexander and carried 4 yay 0 nay.

Public Comments:

Josh Sandler – 4650 Gander Branch Road: After the last meeting it was his understanding that Whistle Stop had additional sewer taps that will not be used. Would it be possible to donate those taps to local residents who have any interest in access to those unused taps? The developer might have interest in donating any unused taps and would save those residents several thousand dollars as most of them are on fixed incomes and would be a sign of good faith from the Town and the developer.

Unfinished Business:

The Public Hearing was opened for discussion of Second Reading of Ordinance 2022-009 and after no response the Public Hearing was closed.

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

Alderman Brandon Bell made a motion to approve Second Reading of Ordinance 2022-009: An Ordinance of the Town of Thompson's Station, TN Adopting the Annual Budget, and Tax Rate for the Fiscal year beginning July 1, 2022, and ending June 30, 2023. The motion was seconded by Alderman Brian Stover and carried 4 yay 0 nay.

New Business:

2. Approve Resolution 2022-012: A Resolution of the Town of Thompson's Station, Tennessee to establish a uniform Capitalization Policy that complies with Federal and State Financial Reporting requirements.

Alderman Brian Stover made a motion to approve Resolution 2022-012: A Resolution of the Town of Thompson's Station, Tennessee to establish a uniform Capitalization Policy that complies with Federal and State Financial Reporting. The motion was seconded by Alderman Brandon Bell and carried 4 yay 0 nay.

3. Approve Resolution 2022-020: A Resolution of the Town of Thompson's Station, Tennessee to Approve the Bridgemore Sewer Rehabilitation Project and related Bidder for Bridgemore Sewer Rehabilitation Project.

Alderman Brandon Bell made a motion to Approve Resolution 2022-020: A Resolution of the Town of Thompson's Station, Tennessee to Approve the Bridgemore Sewer Rehabilitation Project and related Bidder for Bridgemore Sewer Rehabilitation Project. The motion was seconded by Alderman Brian Stover and carried 4 yay 0 nay.

4. Approve Resolution 2022-016: State Revolving Fund Loan Application for SRF 2022-469 for the Financing of the Construction of a Water Facilities Project, including authorizing the execution of application, contractual agreements, and other necessary documents, and making certain representation, certifications, and pledges of certain revenue in connection with such financing.

Alderman Brandon Bell made a motion to Approve Resolution 2022-016: State Revolving Fund Loan Application for SRF 2022-469 for the Financing of the Construction of a Water Facilities Project, including authorizing the execution of application, contractual agreements, and other necessary documents, and making certain representation, certifications, and pledges of certain revenue in connection with such financing. The motion was seconded by Alderman Brian Stover and carried 4 yay 0 nay.

5. Approve Resolution 2022-017: for State Revolving Fund Loan Application SRF 2022-470 authorizing and providing for the financing of the construction of a water facilities project, including authorizing the execution of application contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connection with such financing.

Alderman Brian Stover made a motion to Approve Resolution 2022-017: for State Revolving Fund Loan Application SRF 2022-470 authorizing and providing for the financing of the construction of a water facilities project, including authorizing the execution of application contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connection with such financing. The motion was seconded by Alderman Brandon Bell and carried 4 yay 0 nay.

6. Approve Resolution 2022-019: A Resolution of the Town of Thompson’s Station, Tennessee Approving and Adopting the Policy of Nondiscrimination under Title VI, A Limited English Proficiency Plan under Title VI, and Procedures for Review of Title VI Complaints.

Alderman Brandon Bell made a motion to Approve Resolution 2022-019: A Resolution of the Town of Thompson’s Station, Tennessee Approving and Adopting the Policy of Nondiscrimination under Title VI, A Limited English Proficiency Plan under Title VI, and Procedures for Review of Title VI Complaints. The motion was seconded by Alderman Brian Stover and carried 4 yay 0 nay.

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

An estimate of \$857,180 of punch list items were outstanding as of 11/30/2021. As of 6/14/2022 and estimate of \$169,300 is left which equates to 80% of the dollar value of work completed. Out of 142 punch list items there are now 14 items that have not been fully completed which equates to 90% completion.

Attachment A - Engineer's estimate of remaining work on Tollgate Village punch list items							
Section	Type	Amount	Bond / LOC #	Financial Institution	11/29/2021 Engineer Estimate of Remaining Work	6/14/2022 Engineer Estimate of Remaining Work	% Complete
1-11	RDEC & Sewer Maint.	\$100,000	230	Triumph Bank / Metropolitan	\$ 76,880.00	\$ 8,800.00	89%
6 & 33	RDEC	\$10,000	CASH BOND	Remitter: MBSC TN	\$ 500.00	\$ -	100%
12A	RDEC Maint.	\$25,200	224	Triumph Bank	\$ -	\$ -	
12B	RDEC Maint.	\$43,000	226	Triumph Bank	\$ 2,700.00	\$ 500.00	81%
13A	RDEC Maint.	\$86,000	228	Triumph Bank	\$ 12,800.00	\$ -	100%
13B	RDEC	\$25,000	PB120380000012	Philadelphia Indemnity Ins. Co. (BB&T)	\$ 100.00	\$ -	100%
13C	RDEC	\$126,000	PB120380000010	Philadelphia Indemnity Ins. Co. (BB&T)	\$ 1,800.00	\$ -	100%
14A	RDEC	\$165,000	PB120380000014	Philadelphia Indemnity Ins. Co. (BB&T)	\$ 298,100.00	\$ 75,000.00	75%
14B	RDEC	\$175,000	PB120380000015	Philadelphia Indemnity Ins. Co. (BB&T)	\$ 189,600.00	\$ 40,000.00	79%
15	RDEC	\$356,000	231	Triumph Bank	\$ 187,800.00	\$ 30,000.00	84%
16A	RDEC	\$456,000	259	Triumph Bank	\$ -	\$ -	
17	RDEC	\$380,000	248	Triumph Bank	\$ 86,900.00	\$ 15,000.00	83%
TOTALS					\$ 857,180.00	\$ 169,300.00	80%

Alderman Brandon Bell made a motion to grant an extension of the forbearance agreement for Tollgate Village with the calculation of days to include Saturdays and provide a weekly milestone agenda to Town Staff with the understanding that Staff will immediately notify BOMA of any delays via email. If, after fifteen working days the project has not been completed, the forbearance process would recommence immediately by Town Attorneys. The motion was seconded by Alderman Shaun Alexander and carried 4 yay 0 nay.

8. Critz Lane Detour Discussion and Update: Due to the incorrect installation of a pipe and the need of a reconfiguration of the road, Phase 1 will need to stay in effect a little longer. The plans are being changed by Rogers Group. The Town will need a timeline update for information to be sent to BOMA and residents.

Alderman Brian Stover made a motion to authorize the purchase of a traffic counter not to exceed \$1,500.00 and to obtain costs on traffic calming measures (speed humps etc.) and to utilize our neighborhood traffic calming policy as a guideline while deferring to the Town Engineer for locations of said counter. The motion was seconded by Alderman Shaun Alexander and carried 4 yay 0 nay.

Adjourn:

Alderman Brandon Bell made a motion to adjourn. The motion was seconded by Alderman Brian Stover and carried 4 yay 0 nay. There being no further business, the meeting was adjourned at 8:12 p.m.

Corey Napier, Mayor

Regina Fowler, Town Recorder/Clerk

**Development Agreement for
Thomas Downs Subdivision (all sections)**

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter the “Agreement”), is made effective this the **9th** day of **August, 2022** (hereinafter the “Effective Date”), by and between **A 1 Homebuilders Inc.** with principal offices located at **2020 Fieldstone Parkway, Suite 900-220, Franklin, TN 37069**, (hereinafter the “Developer(s)"); and the Town of Thompson’s Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the “Town”).

I. PURPOSE OF THE AGREEMENT

1. The Developer is the owner of real property located on **1550 West Harpeth Road** and identified as Williamson County tax map **118**, parcel **7.01**. The property contains approximately **11.42** acres +/-, (hereinafter the “Project Site”). The Project Site is currently zoned **D2 (Medium Intensity Residential)**.
2. The Developer desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **Thomas Downs**, (hereinafter the “Project”), under the regulations of the Town current on the Effective Date of the approval of Preliminary Plat.
3. This Agreement is subject to Town approval of the Final Project Documents for the Project, which includes but is not limited to plat approvals (with conditions as determined by the Town), detailed construction plans and specifications, in accordance with the Town’s charter, ordinances, rules, regulations, and policies (hereinafter “Town Regulations”) as well as State law, and applicable sureties. The Developer and Town agree that all Final Project Documents shall be attached to this Agreement as **Collective Exhibit “A”** and incorporated herein by reference after their approvals by the Town.
4. The Developer agrees to install necessary and required public improvements (hereinafter “Public Improvements”) as shown on the Final Project Documents including, but not limited to: water lines, fire hydrants, sanitary sewer and sanitary sewer lines, grading, streets, curbs, gutters, sidewalks, street name signs, traffic control devices, street lights and underground electrical power and gas utilities, as well as all other improvements designated herein, at no cost to the Town.
5. The Developer agrees to install and maintain private improvements and amenities, as applicable and as shown on the Final Project Documents, including, but not limited to: private streets and alleys, fences, walls, lakes, common open space, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town.
9. The Town agrees to approve the Project subject to the Developer’s compliance with applicable Town Regulations and the conditions set forth herein in **Exhibit “B”**, and the Town agrees to provide customary services to the Project in accordance with the Town’s Regulations after Final Acceptance, as defined herein.

II. GENERAL CONDITIONS

1. *Affidavit of Payment* - Prior to Final Acceptance, the Developer shall deliver to the Town an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the Public Improvements required under this Agreement have been paid in full. The Developer shall also provide a written release of any and all liens and/or security instruments, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the Public Improvements.
2. *Approval of the Final Project Documents* - The Final Project Documents, which are attached hereto as **Collective Exhibit "A"** and incorporated herein by reference, shall be stamped as approved by the Town, provided that the same are in compliance with Town Regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit "B"**.
3. *Construction Activity Periods* - The Developer will not carry on or permit construction activity under this Agreement earlier than 7:00 a.m. and not later than 6:00 p.m., Monday through Saturday, and no construction activity shall occur on Sundays or holidays. Construction hours shall be enforced by the Town at the Developer's expense.
4. *Construction Standards* - The Developer shall construct the Project as shown on the approved Final Project Documents in accordance with requirements of the Town Regulations.
5. *Demolition* - The Developer agrees to secure all required permits from the necessary governmental entities, including the Town, for the demolition of structures on the Project Site. The Developer further agrees that it will haul all scrap, buildings, materials, debris, rubbish and other degradable materials to an authorized landfill and shall not bury such materials within the Project Site.
6. *Deposition of materials in street prohibited* - All construction material, including, without limitation, mud, silt, dirt, and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown, or carried into an existing street, the Developer shall take immediate steps to remove such materials. If the Developer does not remove such materials after notification by the Town, and the Town deems it necessary to clean the affected streets, the Developer agrees to reimburse the Town for all such cleaning expenses, plus an additional twenty-five percent (25%) for administrative expenses related to the same.
7. *Development Agreement Modification Fees* - The Developer agrees to pay the fee for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer, including, but not limited to, time extensions, addendums, or amendments.
8. *Developer's Default* - The Developer agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money

due and owing or liability arising incidental to the Agreement, Developer shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.

9. *Developer's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or any way the suitability of the property for Project.
 - a. The Town Planner or his or her designee may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
 - b. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property.
 - c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer from liability, and the Town does not accept any liability from the Developer.
 - d. The Developer will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
 - e. Neither observations by the Town, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.
10. *Duration of Obligations* - The obligations of the Developer hereunder shall run with the Project Site until the Developer's obligations have been fully met, as determined by the Town in its sole and absolute discretion. Any party taking title to the Project Site, or any part thereof, prior to Final Acceptance shall take said real property subject to such obligations. The Developer shall not be released of its obligations under this agreement without the express, written approval of the Town.
11. *Easements* - The Developer agrees that it will grant all necessary easements and rights-of-way, as determined by the Town, across its property necessary to satisfy the requirements of this Agreement without expense to the Town and will waive any claim for damages from the Town. Any off-site easements and/or right-of-way owned by others but required for the project must be obtained by Developer, recorded prior to approval of the Agreement, and noted on the Final Project Documents.
12. *Emergency Response* - In emergencies affecting the safety or protection of persons or the work or property at the Project Site or adjacent thereto, the Developer, without special instruction or authorization from the Town, is obligated to act to prevent threatened or eminent damage, injury, or loss.
13. *Indemnity* - Developer shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer, any subcontractor of the Developer, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer or subcontractor of the Developer. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right

of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer changing the volume or velocity of water leaving the Developer's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.

14. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.
 - a. If the Developer has not corrected the violation identified in the NOV, then the Developer agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer shall reimburse the Town for all such expenses plus an additional reasonable administrative cost not to exceed twenty-five percent (25%).
 - b. Prior to releasing any Security hereunder and as herein defined, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer.
 - c. The Town may issue a Stop Work Order (SWO) if the Developer does not promptly correct any deficiency or violation identified in the NOV in the reasonable time determined by the Town. The Developer agrees to comply with any SWO issued by the Town. If Developer fails to comply with a SWO, the Developer shall be responsible for all costs the Town incurs, including reasonable attorneys' fees, in seeking a restraining order or other injunctive relief or legal action to remedy any deficiency or violation.
15. *Ownership of Public Improvements* - The Developer shall be responsible for all Public Improvements until Final Acceptance by the Town. Developer shall have no claim, direct or implied, in the title or ownership of the Public Improvements after Final Acceptance. The Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance of the Public Improvement(s).
16. *Permit Availability* - A copy of all required permits and Final Project Documents must be kept on the Project Site at all times. If a NPDES Storm Water Construction Permit is required by TDEC, or any other permit required by any governmental entity, a copy of the Notice of Intent and the Notice of Coverage, or equivalent documents, shall be provided to the Town Engineer prior to commencement of construction for the Project.
17. *Relocation of Existing Improvements* - The Developer shall be responsible for the cost and liability of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site.
18. *Right of Entry* - The Developer agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it, as determined by the Town in its sole and absolute discretion. The Developer will reimburse the Town for the costs incurred by the Town in making said repairs, plus an additional reasonable fee for administrative costs not to exceed twenty-five percent (25%).

19. *Safety* - The Developer shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site at all reasonable and necessary times.
20. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.
21. *Termination of Agreement* – This Agreement may be terminated by the Town if the Developer fails to comply fully with the terms and conditions of this Development Agreement.
 - a. The Town will give the Developer sixty (60) days written notice of the intent of the Town to terminate the Development Agreement, stating the reasons for termination, and giving the Developer a reasonable time to correct any failures in compliance, as determined by the Town.
 - b. If after receiving a Notice of Termination of the Development Agreement by the Town, the Developer corrects the non-compliance within the time specified in the Notice of Termination, the Development Agreement shall remain in full force and effect.
 - c. Failure by the Developer to correct the non-compliance will result in termination of the Development Agreement and collection of the Security by the Town.

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

22. *Transfers of Project Ownership* - Until all obligations of the Developer under this Agreement have been fully met and satisfied, the Developer agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a fifteen (15) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee.
 - a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Agreement, the Developer agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, by which the transferee agrees to perform the obligations required under this Agreement that are applicable to the property to be acquired by the proposed transferee.
 - b. Unless otherwise agreed to by the Town, the Developer will not be released from any of its obligations hereunder by such transfer and the Developer and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee will be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.
 - c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Agreement, the transferee must satisfy all applicable

requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.

d. The Developer agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

23. *Underground Utilities* - All electrical utilities shall be installed underground unless the requirement is expressly waived by the Planning Commission.

24. *Building Permits* – The Developer understands and agrees that, if the Developer applies for a building permit from the Town, the building permit shall be subject to all Town Regulations, as well as applicable State and Federal laws and regulations, in existence at the time the building permit is applied for and obtained.

25. *Soil Dedication and Mapping*. – The Developer understands and agrees that the Developer shall dedicate one and one-half (1 and ½) times the amount of soils the Town requires for effluent wastewater disposal as determined by the number of taps to be allocated per the Final Plat. The dedication must occur at the time of approval of the Final Plat. Prior to dedication, the Developer must present the Town with an extra high intensity soil map, per Tennessee Department of Environment and Conservation standards and requirements, of the soils contemplated for dedication. All soils must meet the needs of the Town for effluent wastewater disposal, including but not limited to use and area. In the event the Developer cannot dedicate the required amount of soils as determined herein, in whole or in part, the Developer must pay a fee in lieu of dedication as to said soils in an amount equal to one hundred percent (100%) of the value of said soils, as determined by the Town, at the time of approval of the Final Plat. Said fee shall be remitted to the Town’s wastewater fund.

III. REQUIRED IMPROVEMENTS

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

1. *Water System* - The Developer agrees to pay the cost of a State of Tennessee approved potable water system, including, without limitation: water mains, fire hydrants, valves, service lines, and accessories, located within the Project, and water mains, fire hydrants, valves, service lines, and accessories, located outside the Project but required to serve the Project. The Developer acknowledges that the Town does not provide water service and will not accept any water system infrastructure. The Developer agrees to bear the cost of all engineering, inspection, and laboratory costs incurred by Developer incidental to the water service system in or to the Project.

2. *Sanitary Sewer System* - The Developer agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town Regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but

required to provide sanitary sewer service to the Project. **The Developer is approved for 16 single family homes.** The Developer agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

3. *Streets* - The Developer agrees to dedicate and improve and/or construct, at no cost to the Town, all public and/or private streets, including but not limited to: curbs, gutters, and sidewalks, located within or required by this Project to comply with Town Regulations in accordance with the Final Project Documents.
 - a. In some circumstances, the Town may require the payment of an in-lieu of construction fee as an alternate to the construction of the required improvements by the Developer. The amount of any in-lieu construction fee will be one hundred and twenty-five percent (125%) of the estimated construction cost of the improvements, as determined by the Town in its sole and absolute discretion.
 - b. The Developer shall furnish and install base asphalt and a final wearing surface asphalt course on all streets, public and private, in accordance with the Town Regulations and the Final Project Documents. The Developer shall make all necessary adjustments to manholes, valve boxes, and other appurtenances as required to meet finished surface grade and to repair any areas designated by the Town, as required prior to the installation of the final surface asphalt.
 - c. The Developer agrees to install permanent street signposts and markers at all street intersections in the Project and to install traffic control devices, signage, and striping relative to and as required for the Project. All traffic control devices, signage, and striping shall be installed as per the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Town Engineer.
 - d. The Developer agrees to pay the cost of all engineering, inspection, and laboratory costs incurred by the Developer incidental to the construction of street(s) to be constructed or improved pursuant to this Agreement, including, but not limited to: material and density testing, and, if the Town Planner or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.
4. *Streetlights* - The Developer agrees to pay the cost of installation of Street Lighting along all public roadways improved as part of the Project, with said Street Lighting determined by Town Regulations and Final Project Documents.
5. *Power Distribution Poles* – The Developer agrees to pay the full cost difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project frontage. If the Project frontage is along both sides of the public road, the Developer agrees to pay the full cost difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project. If the Project is only along one side of the public road, the Developer agrees to pay one-half the cost of the difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project frontage.
6. *Gas and Electric Service* - The Developer shall install underground electric and natural gas service to the Project in accordance with Town Regulations in effect at the time of such installation.

7. *Stormwater Management System* - The Developer agrees that all storm water management systems and related facilities, including, without limitation: permanent post-construction storm water runoff management best management practices, ditch paving, bank protection, and fencing adjacent to open ditches, made necessary by the development of the Project are to be constructed and maintained by the Developer.
8. *Stormwater Pollution Prevention Plan* - The Developer agrees that it will prepare, implement, and maintain a Stormwater Pollution Prevention Plan for the Project in accordance with all Town, State, or Federal regulations, and as approved in the Final Project Documents.
9. *Best Management Practices* - The Developer agrees that it will provide all necessary best management practices (BMPs) for erosion and sediment control. BMPs to control erosion and sediment during construction, include, but are not limited to, temporary vegetation, construction exit, inlet protection, and silt fence.
 - a. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched, seeded and/or sodded, or otherwise protected as required by the Town Engineer to prevent erosion.
 - b. In the event the Town Engineer determines that necessary erosion and sediment control is not being provided by the Developer, the Town Engineer may issue a Notice of Violation (NOV) to the Developer.
10. *Engineer's Certification* - The Developer shall provide the written opinion of a professional engineer, currently licensed to practice in Tennessee, attesting that the entire watershed where the Project Site is located has been reviewed, and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed development of the Project will not increase, alter, or affect the flow of surface runoff water, nor contribute to same, so as to damage, flood, or adversely affect any downstream property.
11. *Stream Buffers* - The Developer agrees to provide stream buffers along all regulated watercourses in accordance with Town Regulations and the TDEC General Construction Permit.
12. *Changes and Substitutions* - Should the Developer determine that changes or substitutions to the approved Final Project Documents may be necessary or desirable, the Developer shall notify the Town Engineer, in writing, requesting approval of the desired changes or substitutions, explaining the necessity or desirability of the proposed changes or substitutions. The request by the Developer must be accompanied by sufficient documentation, including drawings, calculations, specifications, or other materials necessary for the Town to evaluate the request. No changes are to be made in the field until express, written permission is granted by the Town Engineer.

IV. PROJECT SCHEDULE

1. *Approved Final Project Documents* – Prior to the recording of the Final Plat, the Developer shall provide to the Town electronic copies (PDF scans) of the Approved Final Project Documents (Collective Exhibit A) along with a signed acknowledgment that the documents submitted are incorporated into this Agreement by reference.

2. *Demolition Permits* - If demolition of any improvement on the Project Site is anticipated, a demolition permit from the Town must be obtained by the Developer.
3. *Certificate of Insurance* - Prior to the recording of the Final Plat, the Developer will furnish to the Town a Certificate of Insurance evidencing the required coverage and listing the Town as additional insured. The furnishing of the aforesaid insurance shall not relieve the Developer of its obligation to indemnify and hold harmless the Town in accordance with the provisions of this Agreement.
4. *Surety* - The Developer must pay all fees, furnish all required Sureties, as determined by the Town, prior to the recording of the Final Plat.
5. *Commencement of Construction* - The Developer agrees to commence construction within twenty-four (24) calendar months from the Effective Date. The failure of the Developer to commence Construction within twenty-four (24) months of the Effective Date will be considered an expiration of the Agreement, and a new agreement shall and must be approved before any Construction may begin.
6. *Project Duration* – It is anticipated that the Developer shall substantially complete the Project on a timely schedule and in an expeditious manner, with the date of Substantial Completion to be not later than **60 months** from when the Developer commences construction of the Project.
7. *Request for Extension* - The Developer agrees that, if due to unforeseen circumstances it is unable to Substantially Complete all work included in this Agreement on or before the Substantial Completion Date specified above, it will submit a written request for extension of the Substantial Completion Date to the Town at least sixty (60) days prior to the specified date, stating the reason for its failure to complete the work as agreed, and a revised Substantial Completion Date. The Town will not unreasonably withhold approval of extensions of time where the Developer has complied with the requirements of notice to the Town and provided any required additional Security.
8. *Breach of Agreement for Time Extension* - The Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Agreement, and the Town may take legal action, in its discretion, as described herein and as allowed by Town Regulations and applicable law.
9. *Withholding or Withdrawal of Service* - The Developer agrees that, should it fail to complete any part of the work outlined in this Agreement in a good and workmanlike manner, the Town shall reserve the right to withhold and/or withdraw all building permits and/or water and sewer service within the Project until all items of this Agreement have been fulfilled by the Developer, or as an alternative draw upon the Security to complete the work.

V. PROJECT CLOSEOUT

1. *As-Built Drawings* - Prior to Final Acceptance, the Developer shall submit as-built plans / as-built drawings of the improvements installed as part of the Project, including but not limited to: the potable water system, the sanitary sewer system, the drainage/detention/stormwater management system, landscaping, irrigations system, photometric plan, and streets including

curbs and gutters and sidewalks, signed and sealed by a Design Professional, confirming that the installed improvements are in compliance with Town Regulations and the approved Final Project Documents.

2. *Letter of Completeness* – Prior to Final Acceptance, the Town shall conduct a site check visit and if appropriate issue a Letter of Completeness that the Project is ready to be considered for acceptance by the Board of Mayor and Aldermen. The Letter of Completeness does not constitute acceptance of the Project by the Town. Until Final Acceptance by the Board of Mayor and Aldermen any part of the Project is subject to correction. Developer shall comply with the Town’s Dedication of Public Improvements Policy.
3. *Curbs and Gutters* - All required curbs and gutters must be completed and without defect prior to Final Acceptance of the Project. The Developer shall be responsible for repairing any latent defects and/or failures in the curbs and gutters which may occur prior to formal dedication and acceptance of the Project.
4. *Final Construction Cost* - The Developer shall furnish in writing the itemized as-built construction costs of all public improvements prior to issuance of a Letter of Completeness for the Project.
5. *Tree Mitigation/Replacement* - Prior to the issuance of a Letter of Completeness, the Developer shall submit an as-built landscaping plan that reflects the required tree mitigation and replacement as well as all revisions to the mitigation plan as approved by the Planning Commission. Tree mitigation/replacement shall be reviewed by the Town Planner.
6. *Sidewalks* - All required sidewalks shall be completed and without defect prior to acceptance of the Project. The Developer shall be responsible for repairing any latent defects in the sidewalks prior to acceptance of the Project. All references to sidewalks include required handicap ramps. Nothing herein shall be construed to require acceptance of sidewalks by the Town for a Project.

VI. SECURITY

1. *Cost Estimates* - The Developer shall furnish to the Town estimates as to quantity and cost of all public improvements relative to the Project, such estimate being set forth on **Exhibit “C”** attached hereto and incorporated herein by reference. These estimates will be used to assist the Town Engineer in establishing the amount of Security required for the Project.
2. *Security for Public Improvements* - The Developer shall provide, at the time of final plat to the Town, a Performance Security instrument in the amount which sum represents and totals to one hundred and ten percent (110%) of the estimated cost of all approved public improvements.
3. The Performance and Maintenance Security shall have an expiration date of one (1) year after the Effective Date, but **shall automatically renew** for successive one (1) year periods without effort or action by the Town until the Security is released by the Town at the time of acceptance, and the Performance and Maintenance Security documentation shall reflect the aforementioned requirements.
4. *Form of Security* - The form and substance of any Security shall be subject to the approval of the Town Attorney. A copy of the Performance Security is attached to this Agreement as

Exhibit “D” and made a part hereof guaranteeing, to the extent of the Security, the faithful performance of this Agreement by the Developer. The Security, if a Letter of Credit, shall provide that the physical presence of a representative of the Town shall not be required for presentation and that venue and jurisdiction shall be in a court of competent jurisdiction in Williamson County, Tennessee.

5. *Notification of Non-Renewal* - Should the Issuer or Developer elect to not renew the Performance Security, written notice must be received by the Town no later than ninety (90) days prior to its expiration date, at which time the Town may draw up to the face value of the Performance Security in the Town’s unfettered discretion. Failure to provide notice as herein described shall be considered a material breach of this Agreement and the Security, and the Town may institute legal proceedings as provided herein and be awarded reasonable attorney’s fees and litigation costs for said legal proceedings.
6. *Maintenance Security* - The amount of the Performance Security may be reduced to a reasonable sum as determined by the Town Engineer to cover Developer’s warranty obligations hereunder, thus establishing a Maintenance Security instrument. The Maintenance Security shall remain in place until the Security is released by the Town at the time of dedication and acceptance.
7. *Full Financial Responsibility* - It is understood and agreed by the Developer that the Performance Security and the Maintenance Security, subject to their limits, are to furnish Security for the Developer’s obligations hereunder, but that such obligations are not limited by the amount of such Security. The Security shall remain in force until the Security is released by the Town, although the same may be reduced from time to time as provided herein. All collection expenses, court costs, attorney’s fees, and administration costs incurred by the Town in connection with collection under the Security shall be paid by the Developer and such obligations are included in the amount of the Security.
8. *Right of Town to Performance Security* - The Town reserves the right to draw upon the Performance Security, in an amount deemed necessary by the Town in its sole discretion, upon failure of the Developer to comply with any obligations of Developer contained in this Agreement which arise prior to, or as a condition to, acceptance.
9. *Right of Town to Maintenance Security* - The Town reserves the right to draw upon the Maintenance Security, in an amount deemed necessary by the Town in its sole discretion, upon failure of the Developer to comply with any obligations of Developer contained in this Agreement which arise prior to, or as a condition to, acceptance.
10. *Current Project Cost* – The Developer agrees that if the Security furnished to secure the obligations of the Developer under this Agreement, due to inflation and/or rising costs, previous errors in estimation, or any other reason, is inadequate to secure such obligations at the time an extension of time is sought, the Developer will provide additional Security to bring the Security amount in line with current cost projections made by the Town Engineer.

VII. WARRANTY

1. *Warranty Period* - The Developer is required to complete the Public Improvements and all other improvements required herein and by Town Regulations relative to the Project, in accordance

with the terms of this Agreement. Further, the Developer is to correct any defects or failures as directed by the Town Planner or his or her designee that occur to any such improvements within one (1) year following acceptance.

2. *Scheduled Inspections* - Prior to the expiration of the Warranty Period, Town staff may inspect the streets, curbs and gutters, sidewalks, drainage/detention/stormwater management system, landscaping, lighting, irrigation, fencing and all other required improvements to determine any defects or failures of the same.
 - a. Prior to the end of the Warranty Period, the Town will perform an inspection and prepare a list of defects and/or other work that maybe required for the Town to accept the improvements for permanent maintenance. The list of defects and/or other required work will be furnished to the Developer no later than forty-five (45) days from the end of the Warranty Period.
 - b. If no defects or failures are found by the Town at such inspection, or if a defect is found by the Town but same is cured prior to the end of the Warranty Period, the Town Planner or his or her designee shall recommend that the Board of Mayor and Aldermen (BOMA) accept the improvements for permanent maintenance and any remaining Maintenance Security may be released.

Nothing herein shall be construed to impose a duty on the Town to inspect the required improvements or to relieve Developer of any liability related to these improvements.

3. *Re-Inspection* - If all deficiencies noted in the inspection have not been corrected by the Developer prior to the expiration of the Warranty Period, Town staff shall re-inspect the Project and provide an updated list of deficiencies. The Developer shall have a specified number of days, as determined by the Town, to make the remaining corrections, and the Warranty Period will be extended to allow the deficiencies to be corrected. If all corrections are not made by the Developer by the end of the time extension, the Town may demand payment on the Security and draw upon the same, and, upon collection, shall proceed to make the corrections. If and when the Developer or the Town, as the case may be, has corrected all failures and defects, the Town Planner or his or her designee shall recommend Final Acceptance by the BOMA and any remaining Maintenance Security may be released.
4. *Formal Acceptance* – Upon recommendation of the Town Planner or her designee, the BOMA may approve acceptance of the Project, including the release of the Maintenance Security, and assume full ownership and maintenance responsibility for all public improvements associated with the Project, if the BOMA determines that acceptance of the dedication of the Public Improvements by the Developer is warranted under Town Regulations and applicable State and Federal laws.

VIII. INSURANCE

1. *Comprehensive General Liability Insurance* - The Developer shall purchase and maintain comprehensive general liability and all other necessary and required insurance that shall insure against claims arising out of the Developer's performance, or non-performance, under this Agreement, whether such claims arise out of the actions or lack of action of the Developer, any

subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose actions or lack of action any of them may be liable, including, without limitation:

- a. Claims for the personal injury, occupational illness or death of the Developer's employees, if any;
 - b. Claims for the personal injury, illness or death of any person other than the Developer's employees or agents;
 - c. Claims for injury to or destruction of tangible property, including loss of use resulting therefrom;
 - d. Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle; and,
 - e. Claims by third parties for personal injury and property damage arising out of the Developer's failure to comply with the Developer's obligations under this Agreement.
 - f. Claims brought under worker's compensation; provided, however, if Developer has no employees who are eligible to be covered under worker's compensation insurance, the Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same.
2. *Coverage Required* - The insurance coverage required by this Agreement shall include the coverage specified above with policy limits of not less than \$1,000,000 Combined Single Limit general liability and \$500,000 Combined Single Limit automobile liability per occurrence.
- a. The comprehensive general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to the Developer's obligations under this Agreement.
 - b. Each insurance policy shall contain a provision stating that the insurer will give the Town thirty (30) days prior written notice of its intent to cancel or materially change the policy. All such insurance shall remain in effect until the BOMA approves acceptance and releases of Security of the completed Project.
 - c. In addition, the Developer shall maintain completed operations insurance for at least one (1) year after the BOMA approves acceptance and release of the applicable Security.
 - d. The Developer shall furnish the Town with evidence of the continuation of all such insurance at the time of issuance of the notice of acceptance and release of Security.

XII. MISCELLANEOUS PROVISIONS

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

TOWN

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

DEVELOPER /OWNER

A 1 Home Builders Inc.
2020 Fieldstone Parkway, Suite 900-220
Franklin, TN 37069

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

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date:_____

OWNER (if applicable):

Print Name

Date:_____

TOWN OF THOMPSON'S STATION:

Mayor Corey Napier

Date:_____

Exhibit "A"

Final Project Documents

Preliminary Plat approved by TSPC on 5-24-22 - included below.

Construction Documents Approved & Stamped on XX-XX-22 - included by reference.

Thomas Downs Subdivision

1550 West Harpeth Road

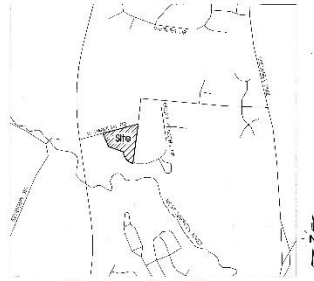
Thompson's Station, Tennessee

Preliminary Plat

Drawing Index

Sheet No.	Title
CO.0	Cover Sheet
CL.1	Master Site Plan
CL.0	Preliminary Plat

Purpose Statement:
This site is on the south side of West Harpeth Rd and West of the existing Indian Meadows Subdivision. This development is proposing to construct 16 single family residential lots with public infrastructure.



Site Location Map
Not To Scale

Watershed: West Harpeth River

Owner/Developer:

A. J. Hume Builders, Inc.
601 Franklin Boulevard
2000 Parkside Parkway
Lawrenceville, GA 30046
Phone: 770.962.8671

Floodplain Note:

A Flood Hazard Analysis (FHA) Map No. 4187030357, dated Sept. 25, 2006, prepared by the US Army Corps of Engineers, is on file at the following address:

Land Data:
16.81 Acres (Lot 1) - 1.42 Acres
2006.02

Lot Setbacks:

Front: 30'
Side: 10'
Rear: 20'

Deed Reference:

The parcel is located in the following:
F. H. Hume, et al.
1/1/06

Approved by the City of Thompson Station Planning Commission, with a condition that the owner of the site shall file a Certificate of Compliance with the City of Thompson Station.

Contacts:

Middle Tennessee Elec. Member Corp.
2100 Liberty Lane East
Franklin, TN 37067
Phone: 615.796.5000
Fax: 615.796.5000

Engineer/Surveyor:
John J. Hume, P.E., S.E.
1000 N. Main Street, Suite 100
Thompson's Station, TN 37087
Phone: 615.796.5000
Fax: 615.796.5000

Map & Title:
1000 N. Main Street, Suite 100
Thompson's Station, TN 37087
Phone: 615.796.5000
Fax: 615.796.5000

Address:
1000 N. Main Street, Suite 100
Thompson's Station, TN 37087
Phone: 615.796.5000
Fax: 615.796.5000

SEC, Inc. SITE ENGINEERING CONSULTANTS

1000 N. Main Street, Suite 100
Thompson's Station, TN 37087
Phone: 615.796.5000
Fax: 615.796.5000

By: *Richard Houze* Date: 4/1/12
Richard Houze, P.E. TN. Reg. #108494



The plat is subject to the approval of the Oazad agreement with BOMA.

Open Space is provided per the BOMA agreement for this property.

Sheet: CL.0
Project: Thomas Downs Subdivision
Drawing: Preliminary Plat
Date: 4/1/2012
Revised:

Exhibit “B”

Conditions of approval established by the Thompson’s Station Planning Commission (TSPC)

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

PLANNING COMMISSION ACTION FORM

May 25, 2022

To: Richard Houze via email to: rhouze@sec-civil.com

Project: Thomas Downs Subdivision, Preliminary Plat

From: Micah Wood, AICP *Micah Wood*

At the May 25, 2022, Planning Commission meeting, this project was approved by the Thompson's Station Planning Commission with the following contingencies:

1. The applicant shall set a pre-application meeting with Town Staff prior to the submittal of the constructions plans for this development.
2. Prior to the approval of construction plans, the developer shall enter into a development agreement for the project.
3. Prior to the approval of construction plans, the developer shall obtain any necessary permits through the Tennessee Department of Environment and Conservation.
4. Prior to the approval of construction plans, all applicable codes and regulations shall be addressed to the satisfaction of the Town Engineer.
5. Any signage proposed for the subdivision shall comply requirements set forth within the Land Development Ordinance and shall be located within the open space and maintained by the homeowner's association.
6. Streetlights shall be incorporated in accordance with the Land Development Ordinance and shall be documented on the construction drawings and final plat(s) for this development.

Exhibit “C”

Estimated Cost of Public Improvements:

**Per the LDO and to be provided at the time of final plat approval by the Thompson’s Station
Planning Commission.**

Exhibit “D”

Performance and Maintenance Security Documents

Per the LDO and to be provided prior to signature on the Certification of Approval for Recording by the Secretary of the Thompson’s Station Planning Commission on each and every final plat submitted for this development.



DATE: August 9, 2022

TO: BOMA

FROM: Micah Wood, AICP
Planning Director

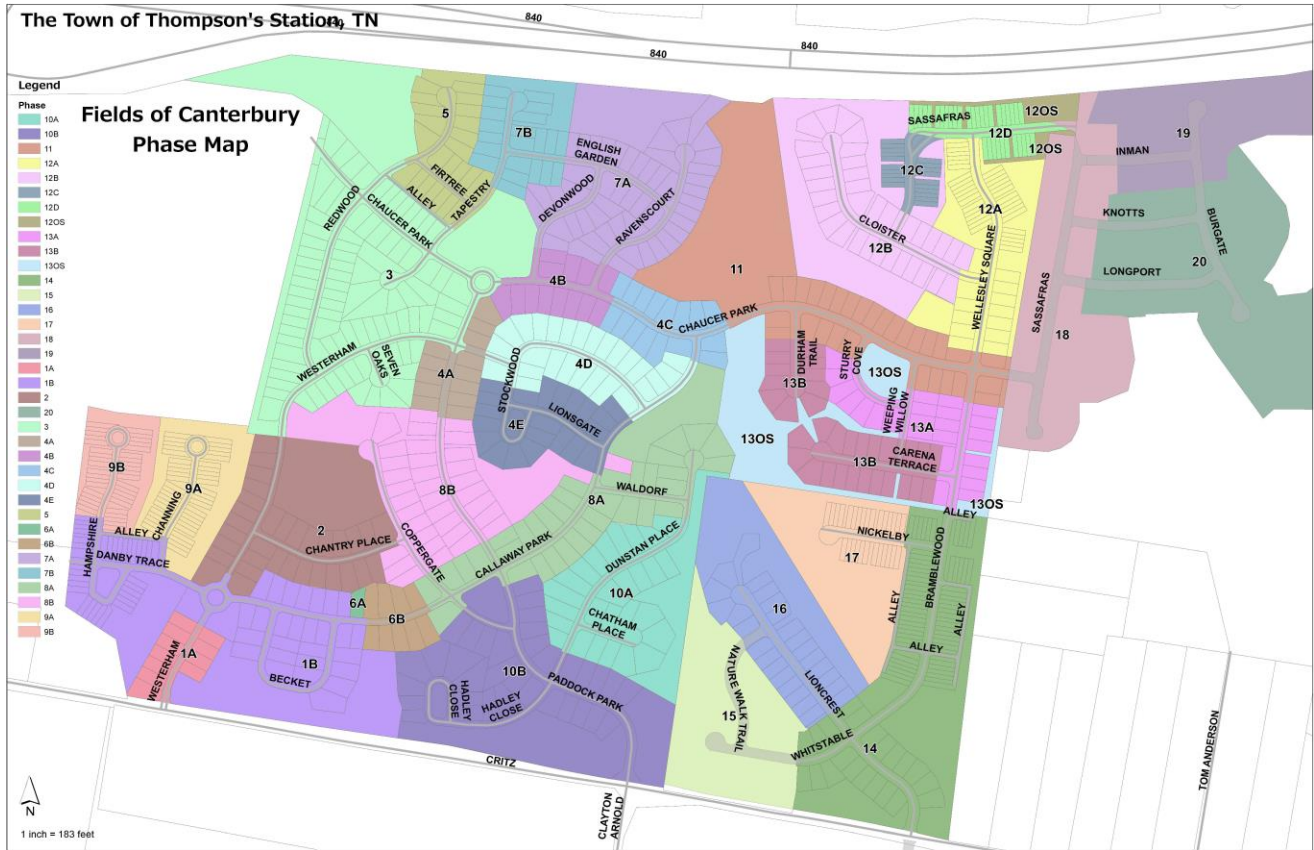
SUBJECT: Item c – Bond Action Agenda

The following bonds are on the Bond Action Agenda. The actions from Planning Commission and recommendations are summarized for each item, below.

1. Bond Actions

- a. Canterbury Section 14 Sewer Performance Bond Release:
Planning Commission released the Performance Bond, established a Maintenance Bond, and recommends that BOMA accept the public improvement.
- b. Canterbury Section 16 Sewer Performance Bond Release:
Planning Commission released the Performance Bond, established a Maintenance Bond, and recommends that BOMA accept the public improvement.
- c. Canterbury Section 17 Sewer Maintenance Bond Release:
Planning Commission released the Performance Bond, established a Maintenance Bond, and recommend that BOMA accept the public improvement.

Items 1(a)-(c) may be considered as 1 action item the BOMA with approval of the Bond Action Agenda. If there are questions/concerns on any item, it can be removed from the Bond Action Agenda and any others may be approved as a whole.



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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

THOMPSON'S STATION BOND ACTION FORM

BOND	<p>Canterbury Subdivision, Section 14 Sewer Performance Bond</p> <p><u>Original Amount:</u> \$550,000 <u>Maintenance Bond Amount:</u> \$55,000</p>
ACTION REQUEST	<p>Release Maintenance Bond, Town acceptance of the dedication of the public improvement.</p>
PLANNING COMMISSION ACTION	<p>Released the Maintenance Bond after the 1-year timeframe & recommend BOMA accept dedication of the public improvement.</p>
PUBLIC IMPROVEMENT ACTION	<p>Planning Commission and Staff recommends release of the Maintenance Bond, subject to contingency of submittal of as-builts & CC TV, & recommendation to BOMA to accept dedication of the public improvement.</p>
BOMA ACTION	<p>Accept dedication of the public improvement, subject to submittal of As-built and CCTV.</p>

Bond History

On April 28, 2020, Section 14 was approved for the creation of single-family lots within Canterbury. The plat was approved with a surety for sewer in the amount of \$550,000.

Planning Commission released the Maintenance Bond at the 7/26/22 TSPC Meeting. Planning Commission and Staff recommends acceptance of the dedication of the public improvement, subject to the following contingency:

1. The applicant shall provide the Town with as-builts and CC TV of the sewer.

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

THOMPSON'S STATION BOND ACTION FORM

BOND	<p>Canterbury Subdivision, Section 16 Sewer</p> <p><u>Original Amount: \$154,500</u> <u>Maintenance Bond Amount: \$16,000</u></p>
ACTION REQUEST	Release Maintenance Bond, Town acceptance of the dedication of the public improvement.
PLANNING COMMISSION ACTION	Released the Maintenance Bond after the 1-year timeframe.
PUBLIC IMPROVEMENT ACTION	Planning Commission and Staff recommends release of the Maintenance Bond, subject to contingency of submittal of as-builts & CC TV, & recommendation to BOMA to accept dedication of the public improvement.
BOMA ACTION	Accept dedication of the public improvement, subject to submittal of As-built and CCTV.

Bond History

On April 28, 2020, Section 16 was approved for the creation of single-family lots within Canterbury. The plat was approved with a surety for sewer in the amount of \$797,500.

Planning Commission released the Maintenance Bond at the 7/26/22 TSPC Meeting. Planning Commission and Staff recommends acceptance of the dedication of the public improvement, subject to the following contingency:

1. The applicant shall provide the Town with as-builts and CC TV of the sewer.

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



1550 Thompson's Station Road W.
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 Thompson's Station, TN 37179

THOMPSON'S STATION BOND ACTION FORM

BOND	<p>Canterbury Subdivision, Section 17 Sewer</p> <p><u>Original Amount: \$110,000</u> <u>Maintenance Amount: \$11,000</u></p>
ACTION REQUEST	<p>Release Maintenance Bond, Town acceptance of the dedication of the public improvement.</p>
PLANNING COMMISSION ACTION	<p>Release the Maintenance Bond after the 1-year timeframe & recommend BOMA accept dedication of the public improvement.</p>
PUBLIC IMPROVEMENT ACTION	<p>Planning Commission and Staff recommends release of the Maintenance Bond, subject to contingency of submittal of as-builts & CC TV, & recommendation to BOMA to accept dedication of the public improvement.</p>
BOMA ACTION	<p>Accept dedication of the public improvement, subject to submittal of As-built and CCTV.</p>

Bond History

On April 28, 2020, Section 17 was approved for the creation of residential lots within Canterbury Subdivision. The plat was approved with a surety for sewer in the amount of \$110,000.

Planning Commission released the Maintenance Bond at the 7/26/22 TSPC Meeting. Planning Commission and Staff recommends acceptance of the dedication of the public improvement, subject to the following contingency:

1. The applicant shall provide the Town with as-builts and CC TV of the sewer.



DATE: August 9, 2022
TO: BOMA
FROM: Micah Wood, Planning Director
SUBJECT: Bond Actions- Release of Long-held Bonds MBSC TN Homebuilder, LLC / Tollgate Village Subdivision Sureties

This memorandum provides an overview of the release of long-held bonds in Tollgate held by MBSC TN Homebuilder, LLC ("MBSC") for Sections 1 through 17 in the Tollgate Village Subdivision.

Background

In late 2019, Town Staff began a review of the long-held bonds and sureties within the Town. These were identified as bonds and sureties in existing subdivisions that have not achieved the final dedication approval for meeting the Town's specifications for construction on the required public improvements. As part of this analysis process, Town Staff focused efforts on the longest held sections, which were all located in the Tollgate Subdivision. A Tollgate section map is provided on page 2 of this memorandum, and a section-by-section breakdown follows on pages 3-7.

The developer has completed the items identified in the Tollgate Punchlist and has satisfied the requirements of the Forbearance Agreement. In addition, the Engineer of Record has certified all public improvements have been installed according to approved plans and per Town standards. Town Staff and the Town Engineer have reviewed the work on the public improvements and agree with the Engineer of Record's certifications. Therefore, these bonds may be released and/or new Maintenance Bonds established, as is described per Section in this memo. The following provides a summary of TSPC actions on 7-26-22 and the recommended BOMA actions.

Summary of Actions:

The Planning Commission acted to:

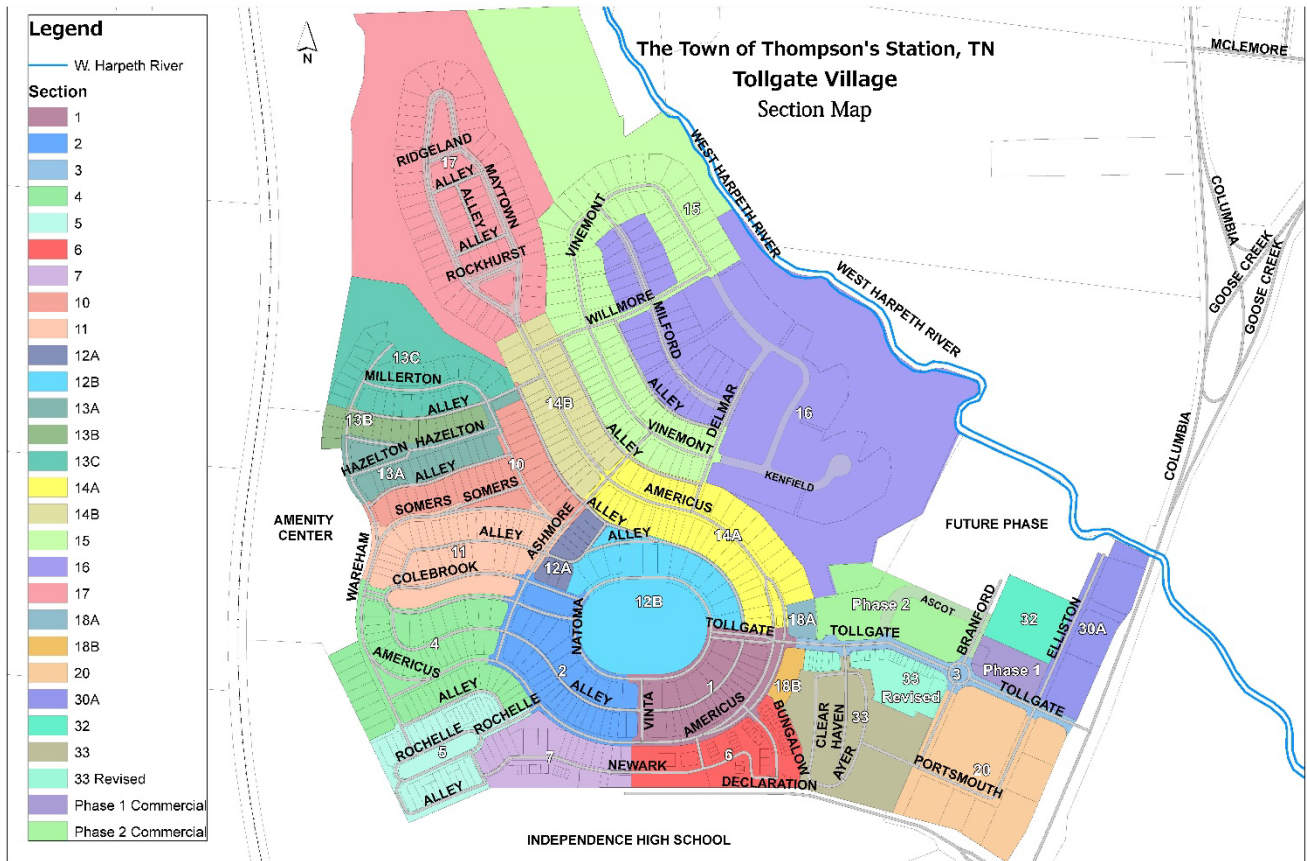
- Released the Maintenance Bonds for Sections 1-13 with a contingency that As-builts be provided to the Town and recommended that BOMA accept dedication of these public improvements.
- Established Maintenance Bonds for 1-year for the following and recommended BOMA accept the public improvements:
 - Tollgate Section 14A RDEC Maintenance Bond in the amount of \$90,000
 - Tollgate Section 14B RDEC Maintenance Bond in the amount of \$80,000
 - Tollgate Section 15 RDEC Maintenance Bond in the amount of \$60,000
 - Tollgate Section 16 RDEC Maintenance Bond in the amount of \$70,000
 - Tollgate Section 17 RDEC Maintenance Bond in the amount of \$70,000

BOMA Action:

Planning Commission and Town Staff recommend that the BOMA:

- Accept dedication of public improvements in Section 1-13.
- Accept the public improvement after release of the performance bonds for Section 14A, 14B, 15, 16, and 17. These improvements are under a Maintenance Bond for a 1-year period.

See attached for Tollgate section map & individual bond action record.





Tollgate Section 1

Section 1 (to be differentiated from 1A, which is owned by Regents) is located along the southern portion of Americus Drive and Natoma Circle, both south of Tollgate Boulevard. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 2

Section 2 (to be differentiated from 2A or 2B, which is owned by Regents) is located along the southern portion of Americus Drive and Natoma Circle, both south of Lake Jackson. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 3

Section 3 includes Tollgate Boulevard from Columbia Pike to the intersection with Americus Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 4

Section 4 is located in the southwestern section of Tollgate along Rochelle Drive and Americus Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.



Tollgate Section 5

Section 5 is located in the southwestern corner of Tollgate along Rochelle Avenue. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 6

Section 6 is located along the southern edge of Tollgate along Newark Lane. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 7

Section 7 is located along the southern edge of Tollgate along Newark Lane. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 10

Section 10 is located along Millerton Way and Somers Lane. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.



Tollgate Section 11

Section 11 is located along Wareham Drive, Colebrook Drive, and Somers Lane. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 12

Section 12 (includes sections 12A and 12B) is located along Natoma Circle north of Lake Jackson, and along Ashmore Drive and Colebrook Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 13A

Section 13A is located along the south side of Hazelton Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 13B

Section 13B is located along the north side Hazelton Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.



Tollgate Section 13C

Section 13C is located along Millerton Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed.

PC Action: Released the Maintenance Bond subject to as-builts and recommend BOMA accept dedication of this public improvement.

BOMA Action: Accept dedication of the public improvements.

Tollgate Section 14A

Section 14A is located along Americus Drive north of Tollgate Boulevard. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed. The new paving in this section requires establishment of a Maintenance Bond for 1-year.

PC Action: Released the Performance Bond, established a Maintenance Bond in the amount of \$90,000 and recommend BOMA accept this public improvement.

BOMA Action: Accept the public improvements.

Tollgate Section 14B

Section 14B is located along Americus Drive north of Tollgate Boulevard. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed. The new paving in this section requires establishment of a Maintenance Bond for 1-year.

PC Action: Released the Performance Bond, established a Maintenance Bond in the amount of \$80,000 and recommend BOMA accept this public improvement.

BOMA Action: Accept the public improvements.

Tollgate Section 15

Section 15 is located along Vinemont Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed. The new paving in this section requires establishment of a Maintenance Bond for 1-year.

PC Action: Released the Performance Bond, established a Maintenance Bond in the amount of \$60,000 and recommend BOMA accept this public improvement.

BOMA Action: Accept the public improvements.



Tollgate Section 16A

Section 16A is located along Delmar Drive and Milford Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed. The new paving in this section requires establishment of a Maintenance Bond for 1-year.

PC Action: Released the Performance Bond, established a Maintenance Bond in the amount of \$70,000 and recommend BOMA accept this public improvement.

BOMA Action: Accept the public improvements.

Tollgate Section 17

Section 17 is located along Maytown Circle, Rockhurst Drive, and Ridgeland Drive. Per the Engineer of Record & the Town Engineer, all public improvements in the section have been completed. The new paving in this section requires establishment of a Maintenance Bond for 1-year.

PC Action: Released the Performance Bond, established a Maintenance Bond in the amount of \$70,000 and recommend BOMA accept this public improvement.

BOMA Action: Accept the public improvements.

RESOLUTION NO. 2022-021

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO ESTABLISH INVESTMENT ACCOUNTS WITH CHASE BANK**

WHEREAS, the Board of Mayor and Alderman has determined that it is in the best interest of the Town to establish an investment account with Chase Bank that would be funded by both the General Fund and Wastewater Fund according to the Investment Policy (Ordinance 2022-013) and to designate the Mayor, Town Administrator and Finance Director as authorized signatories on said account.

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

That the Mayor, Town Administrator and Finance Director may execute any agreements and related documents necessary to open such account.

RESOLVED AND ADOPTED this 9th day of August 2022.'

Corey Napier, Mayor

Town of Thompson's Station

Investment Policy



Adopted on January 11, 2022

Exhibit A

TOWN OF THOMPSON'S STATION, TENNESSEE INVESTMENT POLICY

1. SCOPE

This policy applies to the investment of all funds of the Town of Thompson's Station, Tennessee. Investments of employees' post benefit retirement funds are covered by a separate policy. Except for special funds that are otherwise specifically provided for, the Town of Thompson's Station will consolidate the balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation of capital in the overall portfolio in accordance with generally accepted accounting principles.

2. POLICY

It is the policy of the Town of Thompson's Station to invest idle public funds in a manner that is in compliance with Tennessee Code Annotated (T.C.A.) § 6-56-106 and meets the daily cash flow demands of the Town.

3. OBJECTIVES

The Town's investments shall be managed to accomplish the following hierarchy of objectives: a) Safety of Principal, b) Maintenance of Liquidity, and c) Achieve a Market Return.

A) Safety of Principal

Safety of principal is the single most important objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate the following risks:

i. Credit Risk

The Town will minimize credit risk, which is the risk of loss due to the failure of the investment issuer or backer, by:

- Limiting the portfolio to the types of investments pursuant to T.C.A. § 6-56-106;
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

ii. Interest Rate Risk

The Town will minimize interest rate risk, which is the risk that the market value of investments in the portfolio will fall due to changes in market interest rates, by:

- Structuring the portfolio to meet the cash requirements of ongoing operations, thereby mitigating the need to liquidate investments at a loss prior to maturity;
- Investing operating funds primarily in shorter-term investments and limiting the average maturity of the portfolio in accordance with this policy in accordance with T.C.A. § 6-56-106.

iii. Concentration Risk

The Town will minimize Concentration of Credit Risk, which is the risk of loss due to having a significant portion of resources invested in a single issuer, by diversifying the investment portfolio as described in *Portfolio Diversification* section. Diversification so that the impact of potential losses from any one type of security or issuer will be minimized. Investments issued or explicitly guaranteed by the U.S. government or Tennessee Bank Collateral Pool, Tennessee Local Government Investment Pool (LGIP) and any other external investment pools authorized by that are authorized by the State are excluded from this requirement.

iv. Custodial Credit Risk

The Town will minimize Custodial Credit Risk for deposits, which is the risk that in the event of the failure of a depository financial institution the deposits or collateralized investments that are in the possession of an outside party would not be able to be recovered. See *Collateralization* below.

The Town will minimize Custodial Credit Risk for investments, which is the risk that in the event of the failure of the counterparty to a transaction the value or collateralized investments that are in the possession of an outside party would not be able to be recovered. See *Safekeeping and Custody* below.

B) Maintenance of Liquidity

The Town Portfolio shall be managed in such a manner that assures that funds are available as needed to meet those immediate and/or future operating requirements of the Town, including but not limited to payroll, accounts payable, capital projects, debt service and any other payments.

C) Achieve a Market Return

The investment portfolio shall be designed with the objective of achieving a market return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a market return relative to the risk being assumed.

4. STANDARDS OF CARE**A) Prudence**

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this Investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The Town may employ an outside investment manager(s) to assist in managing some or all of the Town Portfolio. Such outside investment manager(s) must be registered under the Investment Advisors Act of 1940. While the standard of prudence to be used by the "Investment Officer" who are Town officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the Investment Advisor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

B) Ethics and Conflicts of Interest

Town employees involved in the investment process for the Town shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Town employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. Further, said employees and officers shall disclose any personal finance or investment positions that could be related to the performance of the Town Portfolio. Town employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Town.

C) Delegation of Authority

Authority to manage the investment program is granted to the Town's Finance Director, hereinafter referred to as the *Investment Officer*. In the event investments have a maturity date exceed two years or are in an amount exceeding \$500,000.00, said investments shall also be approved by the Town Administrator.

The Investment Officer and Town Administrator, acting in accordance with this Investment Policy and exercising due diligence, shall be relieved of personal responsibility for the failure of any investment to perform according to expectations, provided that the Investment Officer shall report any deviations from expectations in a timely fashion.

5. AUTHORIZED FINANCIAL INSTITUTIONS

A list will be maintained of financial institutions and depositories authorized to provide investment services. All financial institutions who desire to become qualified for investment transactions must supply the following as appropriate:

- A. Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines;
- B. Proof of membership in the Tennessee Bank Collateral Pool; and
- C. Certification of having read and understood and agreeing to comply with the City's Investment Policy.

Nothing in Section No. 5 precludes the Town from using a qualified financial advisory/investment firm or investment services, the standard of care to be exercised by such a professional service provider outlined in Section 4(A).

6. AUTHORIZED AND SUITABLE INVESTMENTS

The Town of Thompson's Investment Officer, in order to provide a safe temporary medium for investment of idle funds, shall have the authority to purchase and invest prudently as authorized in Appendix A and by T.C.A. § 6-56-106 or as it may be amended (Appendix B).

7. COLLATERALIZATION

In accordance with State law T.C.A. § 9-4-105 and the GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit, except when the institution issuing the certificate of deposit belongs to the Tennessee Bank Collateral Pool.

8. REPORTING

The Investment Officer shall prepare an investment report not less than quarterly of the status of the current investments. The report will include the following:

- A. Percent invested in each security type (CD, US Treasury, etc.); and
- B. Listing of investments by maturity date.

9. PORTFOLIO DIVERSIFICATION

It is the policy of the Town to reduce overall risks while attaining average market rates of return by diversifying its investments. The investments shall be diversified by:

- A. Limiting investments to avoid over concentration in eligible securities from a specific issuer or business sector (excluding U.S. Treasury securities); and
- B. Investing a portion of the portfolio in readily available funds such as the Tennessee Local Government Investment Pool (LGIP) or collateralized money market funds to ensure that

appropriate liquidity is maintained in order to meet ongoing obligations.

- C. Portfolio maturities shall be staggered to avoid undue concentration of assets with similar maturity dates.

10. SAFEKEEPING AND CUSTODY

The Town Administrator shall approve a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties or unanticipated changes in financial markets.

11. AMENDMENTS

This Investment Policy shall be reviewed at minimum every three years.

Appendix B

Tenn. Code Ann. § 6-56-106

Tennessee Code Annotated
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Title 6 Cities And Towns'
Municipal Government Generally
Chapter 56 Fiscal Affairs
Part 1 General Provisions

6-56-106. Authorized investments.

(a) In order to provide a safe temporary medium for investment of idle funds, municipalities are authorized to invest in the following:

- (1) Bonds, notes or treasury bills of the United States;
- (2) Nonconvertible debt securities of the following federal government sponsored enterprises that are chartered by the United States congress; provided, that such securities are rated in the highest category by at least two (2) nationally recognized rating services:
 - (A) The federal home loan bank;
 - (B) The federal national mortgage association;
 - (C) The federal farm credit bank; and
 - (D) The federal home loan mortgage corporation;
- (3) Any other obligations not listed in subdivisions (a)(1) and (2) that are guaranteed as to principal and interest by the United States or any of its agencies;
- (4) Certificates of deposit and other evidences of deposit at state and federally chartered banks, and savings and loan associations. Notwithstanding any other public or private act to the contrary, all investments made pursuant to this subdivision (a)(4) shall be secured by collateral in the same manner and under the same conditions as state deposits under title 9, chapter 4, parts 1 and 4, or as provided in a collateral pool created under title 9, chapter 4, part 5;
- (5) Obligations of the United States or its agencies under a repurchase agreement for a shorter time than the maturity date of the security itself if the market value of the security itself is more than the amount of funds invested; provided, that municipalities may invest in repurchase agreements only if the comptroller of the treasury or the comptroller's designee approves

repurchase agreements as an authorized investment, and if such investments are made in accordance with procedures established by the state funding board;

(6) The local government investment pool created by title 9, chapter 4, part 7;

(7) (A) Municipalities having a population in excess of one hundred fifty thousand (150,000), according to the 1990 federal census or any subsequent federal census, may also permit investment of idle funds in the following investment instruments:

(i) Prime banker's acceptances that are eligible for purchase by the federal reserve system; and

(ii) Prime commercial paper that is rated at least A1 or equivalent by at least two (2) nationally recognized rating services;

(B) Municipalities having a population of not less than twenty thousand (20,000) nor more than one hundred fifty thousand (150,000), according to the 1990 federal census or any subsequent federal census, may also permit investment of idle funds in prime commercial paper in accordance with the following:

(i) Such paper shall be rated in the highest category by at least two (2) commercial paper rating services; and

(ii) The paper shall have a remaining maturity of ninety (90) days or less;

(C) Investment in the instruments set forth in this subdivision (a)(8) shall first be authorized by the municipality's legislative body, acting by resolution or ordinance. In addition, investment in such instruments shall be prohibited until the legislative body has adopted written policies to govern the use of such instruments, with such policies being no less restrictive than those established by the state funding board to govern state investments in such instruments;

(8) The municipality's own bonds or notes issued in accordance with title 9, chapter 21; and

(9) (A) Investment in the instruments set forth in subdivision (a)(2), (a)(5), (a)(7), or any type of investment authorized pursuant to a municipality's charter that is of a type that is not included in this part shall require the following:

(i) The municipality's legislative body must authorize the investment by ordinance; and

(ii) The legislative body must adopt a written enforceable investment policy by ordinance to govern the use of investments, with the policies being no less restrictive than those established by the state funding board to govern state investments in these types of instruments.

(B) Investment in instruments covered by this subdivision (a)(9) shall be prohibited until the legislative body has adopted written policies to govern the use of the investments or an ordinance has been passed to authorize the investment.

(b) The investments listed in subdivisions (a)(1)-(4) may have a maturity of not greater than four (4) years from the date of investment; however, such investments may have a maturity of greater than four

(4) years from the date of investment if such maturity is approved by the comptroller of the treasury or the comptroller's designee.

(c) (1) Proceeds of bonds, notes and other obligations issued by municipalities, reserves held in connection therewith and the investment income therefrom, may be invested in obligations that:

(A) Are rated in either of the two (2) highest rated categories by a nationally recognized rating agency of such obligation;

(B) Are direct general obligations of a state of the United States, or a political subdivision or instrumentality thereof, having general taxing powers; and

(C) Have a final maturity on the date of investment of not to exceed forty-eight (48) months or that may be tendered by the holder to the issuer thereof, or an agent of the issuer, at not less than forty-eight-month intervals.

(2) Such proceeds and the investment income thereon may also be invested as otherwise set forth in this section.

(d) The investments authorized by this section are in addition to those authorized in any other general law or in any municipality's charter.

History: Acts 1943, ch. 47, § 1; mod. C. Supp. 1950, § 3516.29 (Williams, § 3516.31); T.C.A. (orig. ed.), § 6-805; Acts 1985, ch. 299, § 1; 1988, ch. 632, § 1; 1990, ch. 814, § 1; 1991, ch. 165, § 1; 1992, ch. 592, § 7; 1993, ch. 448, § 3; 1994, ch. 752, § 7; 1994, ch. 794, § 1; 1994, ch. 806, § 2; 2000, ch. 996, §§ 4-6; 2004, ch. 466, §§ 1, 2; 2006, ch. 693, §§ 5-7; 2010, ch. 868, §§ 14, 15.

RESOLUTION NO. 2022-023

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

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

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

That the Internal Financial Controls Policy attached hereto, updates and replaces Resolution 2017-011 and incorporated herein by reference, is hereby adopted.

RESOLVED AND ADOPTED this 9th day of August 2022.

Corey Napier, Mayor

TOWN OF THOMPSON'S STATION
INTERNAL CONTROL MANUAL



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Internal Control Manual

2 INTRODUCTION

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

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

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

THREE (3) OBJECTIVES OF INTERNAL CONTROLS:

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

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

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

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

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

CONTROL ENVIRONMENT:

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

RISK ASSESSMENT:

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

CONTROL ACTIVITIES:

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

INFORMATION AND COMMUNICATION:

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

MONITORING:

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

Source: GAO. GAO-14-704G.

3 CONSIDERATIONS IN DEVELOPMENT OF INTERNAL CONTROL

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

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

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

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

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

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

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

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

4 FIVE COMPONENTS OF INTERNAL CONTROL

4.1 CONTROL ENVIRONMENT

Overview

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

OBJECTIVES

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

Policies

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

Procedures

Procedures for policy 1

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

4.1 Control Environment (Continued)

Procedures for policy 2

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

4.2 RISK ASSESSMENT

Overview

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

- Property and Casualty
- Liability
- Worker Compensation

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

Objectives

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

4.2 Risk Assessment (Continued)

Risk

Objective 1

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

Risk

Objective 2

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

Risk

Objective 3

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

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

4.3 CONTROL ACTIVITIES

Overview

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

4.3.1 General Collections

Objectives

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

Policies

Objective 1

1. The Community Development department prepares and invoice for permits to be issued in the town software system. Finance Director or their directive, prepares wastewater billings in the town software monthly.
2. A receipt will be issued for each collection/payment made via electronic copy or hard copy.
3. All funds will be deposited within three business days of receipt.
4. There will be no checks or cash left out of a deposit. If there is a question as to how it should be processed, it will be deposited as miscellaneous revenue in the General Fund to be resolved at the end of the month upon the completion of the bank reconciliation.

Procedures

Procedures for policies 1-4

- Checks are collected, date stamped and recorded by the clerk in the town software system. Printing a summary report.
- The Finance Director will then deposit checks and reconcile bank statements monthly.
- Receipts will be reviewed for accurate amounts and other required information.

4.3.1 General Collections (Continued)

Policies

Objective 2

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

Procedures

Procedures for policies 5-7

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

Policies

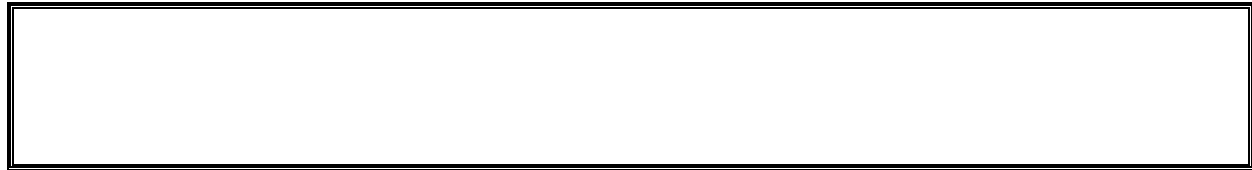
Objective 3

8. Chart of accounts codes will be reviewed on a regular basis.
9. Internal Control procedures are to be reviewed and update annually.

Procedures

Procedures for polices 8-9

- The Finance Director is responsible for maintaining the chart of accounts
- The Finance Director will review and update the Internal Control procedures annually.



4.3.2 General Disbursements

Objectives

1. Disbursements are for a valid town purpose and necessary.
2. Disbursements are timely.
3. Disbursements are accurately coded and recorded in the accounting system.
4. Disbursements are legally appropriated.
5. Disbursements may be made via; check, ACH, Wire, Debit/Credit Card, e-check

Policies

- Objective 1 -5
1. All mail is picked up and date stamped by the town clerk and distributed to the correct departments.
 2. Payments to vendors are written as required to ensure invoices are paid timely.
 3. All payments require two signatures.
 4. All payment records have documentation attached at the time of signing.

Procedures

Procedures for policies 1-4

- Invoices and other supporting documentation is reviewed and approved by the Town Administrator and included with checks during the signing process.
- Checks require two signatures, at least one of which is either the Town Administrator or Finance Director.
- No matter form of payment, approval of payments may be done by original signature, email approval or e-signatures.

4.3.2 General Disbursements (continued)

Policies

Objective 3 and 4

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

Procedures

Procedures for policies 5-6

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

4.3.2.1 Payroll disbursements and payroll liabilities

Objectives

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

Policies

Objective 1

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

4.3.2.1 Payroll disbursements and payroll liabilities (Continued)

Procedures

Procedures for policies 1-2

- The Finance director will maintain a payroll file for each employee
- Master Pay Forms will be approved by the Town Administrator each year or as needed. These original forms will be given to the Finance Director to be maintained in the payroll file.
- For each payroll run, detail Payroll Summaries will be maintained by the Finance Director. These Payroll Summaries will include timesheets and any documentation for changes in rates.

Policies

Objectives 2-3

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

Procedures

Procedures for policy 3

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

4.3.3 Safeguarding of Assets

Objectives

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

Policies

Objectives 1-3

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

Procedures

Procedures for policies 1-4

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

4.4 INFORMATION AND COMMUNICATION

Overview

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

Objectives

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

Policies

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

4.4 Information and Communication (Continued)

Procedures

Procedures for policy 1

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

Procedures for policy 2

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

4.5 MONITORING

Overview

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

Objectives

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

Policies

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

Procedures

Procedures for policies 1

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

Procedures for policy 2

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

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

Laws and Regulations - Section APP.D
June 2015

4. Selected State Laws Affecting Municipalities

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

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

Selected Tennessee Code Annotated References for Municipalities

Charters

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

Books and Records

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

Audits and Other Regulatory Reporting to Local Government Audit

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

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

Laws and Regulations - Section APP.D
June 2015

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

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

Taxes

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

Purchasing

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

Investing and Banking

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

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

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Debt

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

Disbursements

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

Deficits and Unaccounted for Water

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

Landfills/Solid Waste

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

Municipal Utilities

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

Police and City Courts

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

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

Laws and Regulations - Section APP.D
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Police and City Courts (continued)

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

Criminal Statutes

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

Other

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

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

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Other (continued)

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

5. Municipal Donations to Nonprofit Organizations

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

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

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

EXHIBIT B EXCERPT OF LOCAL GOVERNMENT RELATED TN ATTORNEY GENERAL OPINIONS

Laws and Regulations - Section APP.D
June 2015

7. Selected Attorney General Opinions

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

The following is a summary of select opinions of interest;

Books and Records

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

Audit

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

Bids

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

Disbursements

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

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EXHIBIT B EXCERPT OF LOCAL GOVERNMENT RELATED TN ATTORNEY GENERAL OPINIONS

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

Disbursements (Continued)

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

Police and City Courts

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

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RESOLUTION NO. 2022-024

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE,
REQUESTING THE TOWN OF THOMPSON'S STATION, TENNESSEE MUNICIPAL
ELECTION BE HELD IN CONJUNCTION WITH THE NOVEMBER 8, 2022, STATE
OF TENNESSEE GENERAL ELECTION**

WHEREAS, The State of Tennessee General Election is scheduled for Tuesday, November 8, 2022, and,

WHEREAS, it is in the best interest of the citizens of the Town of Thompson's Station, Tennessee to have the Municipal Election for the Town of Thompson's Station, Tennessee conducted on the same date, Tuesday, November 8, 2022 and,

WHEREAS, the Administrator of Elections for Williamson County, Tennessee must have a Resolution from the Board of Commissioners for the Town of Thompson's Station, Tennessee relative to the said election and the Board of Mayor and Aldermen for the Town's desire to have the Town of Thompson's Station, Tennessee, Municipal Election conducted in conjunction with the State of Tennessee General Election to be conducted Tuesday, November 8, 2022.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND
ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE.**

1. The Municipal Election for the Town of Thompson's Station, Tennessee, shall be conducted in conjunction with the Tuesday, November 8, 2022, State of Tennessee General Election.
2. The Newspaper for the publication of the required legal election notices is the *Williamson AM*.
3. **The Town of Thompson's Station, Tennessee, Offices to be elected are Three (3) Members of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, consisting of two (2) Aldermen and one (1) Mayor.** The qualifications for these offices are those required for election to the offices of Alderman and Mayor and are listed in the Town of Thompson's Station, Tennessee Charter, C-30, which is the general act charter located at Tenn. Code Ann. § 6-3-103, which states as follows:

(A) No person shall be eligible for the office of mayor unless such person has resided within the municipality for at least one (1) year next preceding the election.

(B) No person shall be eligible for the office of alderman unless such person has resided within the ward for at least one (1) year next preceding the election.

(C) Residence within any area annexed in a year preceding an election shall be counted in meeting the residence requirement of this section.

(D) Any officer moving from such officer's ward, in the case of an alderman, or moving from the municipality, in the case of the mayor, during the term of office shall be presumed

to have vacated the office, and it shall be declared vacant, and filled as provided in § 6-3-107.

4. It is understood and accepted by the Town of Thompson's Station, Tennessee that the qualifying deadline for both offices will be Thursday, August 18, 2022, at 12:00 Noon.

5. The Town Attorney of the Town of Thompson's Station, Tennessee is authorized to communicate this Resolution in whatever manner prescribed to the Williamson County Election Commission (Administrator of Elections).

2. This Resolution shall be in full force and effect from and after its date of adoption by the Town of Thompson's Station Board of Mayor and Aldermen.

RESOLVED AND ADOPTED THIS ____ DAY OF _____, 2022.

Corey Napier, Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

ORDINANCE NUMBER 2022-010

AN ORDINANCE ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE ESTABLISHING THE MINIMUM REGULATIONS GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE, AND THE CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF SUCH STRUCTURES; KNOWN AS THE PROPERTY MAINTENANCE CODE.

WHEREAS, *The Town Code of Thompson's Station, Tennessee* Title 12 Chapter 1 adopts Codes by Reference; and

WHEREAS, Section 12-101(9) of the Town Codes adopted the 2015 International Property Maintenance Code by reference; and

WHEREAS, Periodic updates to the Town Building and Property Maintenance Codes are necessary and prudent to ensure that the health, safety, and welfare of the public in the Town is protected; and

WHEREAS, the Board of Mayor and Aldermen deems the update to the Property Maintenance Code necessary.

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

Section 1. That the International Property Maintenance Code, 2021 edition, a copy of which is on file in the office of the Town Recorder of the Town of Thompson's Station, being as published by the International Code Council, Inc., be and is hereby adopted as the Property Maintenance Code of the Town of Thompson's Station, Tennessee; for the control of property buildings, , and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code are hereby referred to, adopted, and made a part thereof, as if fully set out in this ordinance.

Section 2. That Section 12-101(9) of the Title 12 is hereby amended to remove reference to the International Property Maintenance Code, 2015 edition, and replace it with the International Property Maintenance Code, 2021 edition, for adoption by reference.

Section 3. That any ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. Penalties. Any person who shall violate a provision of the building and property maintenance code of the city, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Such fines shall be \$50.00 per day of violation and shall hereafter be cited as the Town of Thompson’s Station general penalty clause. Each day of violation after due notice has been served shall be deemed as a separate offense.

Section 6. That the Town Recorder shall certify to the adoption of this ordinance and cause the same to be published as required by law; and this ordinance shall take effect and be in force from and after its approval as required by law.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted the Public Hearing on the ____ day of _____, 2022, at 7:00 p.m., after being advertised in the *Tennessee* Newspaper on the _____ day of _____, 2022.

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

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



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

DATE: August 9, 2022

TO: BOMA

FROM: Micah Wood, AICP Planning Director
Jerome Mathews, Building Official

SUBJECT: **Item 4 - Ordinance 2022-010:** An Ordinance to Update the Town's Property Maintenance Code

In 2019, the Town adopted, by reference, the 2015 Property Maintenance Code to ensure the proper regulation all property, buildings, and structures in the Town related to establishing minimum standards for basic sanitation, vermin control, ventilation, heating, and fire safety. Essentially, these standards are meant to protect the public's health, safety, and welfare. The Property Maintenance Code is a standard code used by municipalities across the country to ensure that minimum standards are clearly established; that responsibility is established with property owners, operators, and occupants; and that a clear and predictable system for administration, enforcement, and penalties is instituted.

Periodically, the standard building and property maintenance codes are updated by the International Code Council. The Town Building Official suggested this as the first code update prior to the adoption of the new versions of the building code, which are anticipated to be presented for BOMA review early next year. This update to the Property Maintenance Code will bring the Town up to the latest version of the Property Maintenance Code and allow for Town Staff to enforce the newest code. There are no significant changes from the 2015 Property Maintenance Code, only incremental updates.

RECOMMENDATION

Approve Ordinance 2022-010.

ATTACHMENTS

Ordinance 2022-010

RESOLUTION NO. 2022-022

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
IN SUPPORT OF AN APPLICATION FOR
THE BLUECROSS OF TENNESSEE FOUNDATION HEALTHY PLACE GRANT**

WHEREAS, BlueCross of Tennessee Foundation offers a grant opportunity for local jurisdictions each year called BlueCross Healthy Place Grant; and

WHEREAS, this grant application is available for submittal by August 31, 2022; and

WHEREAS, this grant would provide a 100% allocation of funds to the Town to upgrade, modernize, and allow for an ADA accessible and inclusive playground area in Sarah Benson Park and

WHEREAS, these upgrades to the playground area would be subject to the branding requirements of BlueCross Healthy Place Grant; and

WHEREAS, upgrades to the playground area in Sarah Benson Park are a key priority of the Parks Board and Board of Mayor and Alderman; and

WHEREAS, it is agreed that the Town of Thompson's Station will comply with the terms of the grant; and

WHEREAS, this Parks Board and Board of Mayor and Aldermen has determined that the filing of an application for the grant, and receipt of any funds awarded, is in the best interests of the citizens of Thompson's Station, Tennessee, and Town Staff is hereby authorized to submit the application to BlueCross of Tennessee Foundation Healthy Place Grants.

NOW, THEREFORE, BE IT RESOLVED by the Thompson's Station Parks and Recreation Advisory Board, meeting in regular session on the 2nd day of August, 2022 and the Board of Mayor and Aldermen for the Town of Thompson's Station, Tennessee, meeting in regular session on the 9th day of August, 2022, that the Town Staff is authorized to file on behalf of the Town of Thompson's Station an application for a BlueCross of Tennessee Foundation Healthy Place Grants, as described above, and that the Town Mayor and/or Town Administrator, or as designated, is hereby authorized to sign the application and all necessary assurances and agreements necessary to consummate the application and to accept an award of any grant awarded as a result of such application.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage, the public welfare requiring it.

RESOLVED AND ADOPTED THIS 9^h DAY OF AUGUST, 2022.

RECOMMENDED FOR APPROVAL

Matthew Barker, Chair of Parks Board

APPROVED

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney



DATE: August 9, 2022

TO: BOMA

FROM: Micah Wood, AICP Planning Director

SUBJECT: Item 5 - Resolution 2022-022: A Resolution in Support of the Town's Application for the BCBS of Tennessee Foundation Healthy Place Grant

Each year, the BlueCross Blue Shield of Tennessee Foundation offers local communities the opportunity to submit for a 100% grant for a healthy place, which is typically in a public park. This grant has been identified by the Parks Board over the past couple of last several years as a possible opportunity for the Town, with Town Staff inquiring about the details. Additionally, the Parks Board and Town Staff have identified a need to update the playground area in Sarah Benson Park. The updates to this area are needed for two main reasons. First, the current playground equipment has reached the end of its durability and will need to be replaced. Second, any updates or upgrades to the playground equipment need to take accessibility into account. Town Staff expects the Parks Master Plan, set to kick off later this year, to identify that the Sarah Benson playground equipment will need to be fully replaced in the next several budget years.

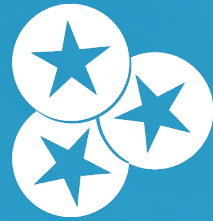
As noted, accessibility is a key goal of any updates to the playground area. By partnering with BCBS Foundation, the Town would achieve the goal of accessibility without any of the financial burden of this necessary update. The Town would have to agree to the BlueCross Healthy Place branding and naming as a condition of the grant. Staff has toured some neighboring parks with a Healthy Place playground and would consider their equipment to be equal to what the Town would select apart from this grant. Town Staff has also had preliminary discussion with representatives about keeping a train-themed to the playground and these talks have been encouraging.

RECOMMENDATION

Approve Resolution 2022-022

ATTACHMENTS

Resolution 2022-022



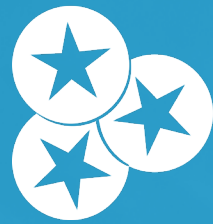
BlueCross
HEALTHY
PLACESM



of Tennessee
FOUNDATION

BlueCross Healthy Place Program

Keith King, Manager



BlueCross
HEALTHY
PLACESM



of Tennessee
FOUNDATION

The BlueCross Foundation focuses 75% of its annual giving on the BlueCross Healthy Place program, which develops spaces that help neighbors connect, form new relationships and enjoy healthy activity.

BlueCross Healthy Place Projects



Complete



In progress

5

Years

22

Projects

\$41.6m

Total Investment

6

Urban Parks

16

Rural Parks

Project Priorities

- Free and open to all
- Build is fully funded by the BlueCross Foundation, no partner match required
- Projects for communities of all sizes
- Create sustained and significant impact over time (maintenance fund)
- Active, healthy, recreation and community facilities



Eligibility Criteria

- Government entity (e.g., city, county, state) or non-profit organization
- Free and open to public in Tennessee communities
- Must agree to exclusive BlueCross Healthy Place branding and naming
- Must be the legal titleholder of the property with full approval to execute the project
- Must seek community input on the project before proposal submission
- Must be able to provide a shovel ready site, if selected

2023 BlueCross Healthy Place RFP

CUSTOM:

Tell us what your community needs in their BlueCross Healthy Place. Select from a list of amenities and features and/or describe something new. This option allows you to design a project that fits in your space and fits your community's needs

PRE-DESIGNED PACKAGES

Select from four pre-designed packages, each featuring a mix of inclusive play, fitness and activity assets for your community.



2023 BlueCross Healthy Place RFP: CUSTOM

CUSTOM: Play



CUSTOM: Sports



CUSTOM: Community



CUSTOM: Fitness





Tell us what your community needs!



2022 BlueCross Healthy Place RFP: PREDESIGNED



The **Community Hub** Package includes a pavilion surrounded by fitness and play elements. This package features a two different play areas with poured-in-place surfacing; one for those aged 2-5, and a ramped one for those aged 5-12 , a swing area, three outdoor fitness stations for cardio, balance and strength workouts, and a pavilion with picnic tables and trash receptacles. Here, the entire community can enjoy fitness, play, walking and picnics.

FEATURES

- Play systems for ages 2-5 and 5-12 with accessible poured-in-place surfacing
- Swing area with tot swing, Expression Swing and traditional belt seats
- 20x24 pavilion with picnic tables and trash receptacles
- 50 feet of sidewalk to access play and fitness amenities
- Benches
- Bike rack



FAMILY FUN

The **Family Fun** Package provides fun activities for children — and their parents. This package features inclusive play systems for ages 2-5 and 5-12. Play activities include an inclusive Rock and Raft, Merry-Go-All, sensory seats, slide transfers and climbers. Children and adults can swing together on Expression Swings and accessible Zero G swing seats. Adults can keep a close eye on the kids while working out in the nearby fitness zone, which includes equipment for strength training and balance.

FEATURES

- 2-5 and 5-12 play systems with poured-in-place surfacing
- Swing area with Zero G swings, Expression Swing and traditional belt seats
- Fitness station with 5 unique activities
- 50 feet of sidewalk to access play and fitness amenities
- Benches
- Bike rack
- Trash receptacles



FITNESS AND FUN

Your community will enjoy the best of both worlds with the **Fitness and Fun** Package. This package includes a ramped play area for ages 2-5 and an inclusive 5-12 play system with a handful of challenging play and accessible activities, a fitness station that sits next to an artificial grass lawn and a challenge course. The play and challenge course areas will be installed on accessible poured-in-place surfacing.

FEATURES

- Two play systems with poured-in-place surfacing for ages 2-5 (ramped) and 5-12
- Fitness station with 6 activities
- A Challenge Course 3000 with poured-in-place surfacing
- Benches
- Artificial grass lawn next to the fitness station



THRIVE AND PLAY

The **Thrive and Play** Package features exciting amenities for communities seeking an inclusive and multi-generational space. This package includes an inclusive, ramped playground for ages 2-12 with accessible poured-in-place surfacing, a swing area, a community pavilion with seating, and a Thrive exercise system for children and adults 13+ years.

FEATURES

- Inclusive, ramped playground for ages 2-12 and freestanding play elements
- Swing area with inclusive swing seats and Expression Swing
- Community pavilion with picnic tables
- Thrive 450 fitness station for ages 13+
- Sidewalk
- Bike rack
- Trash receptacles

Some of the things we ask for in the application:

Approvals:

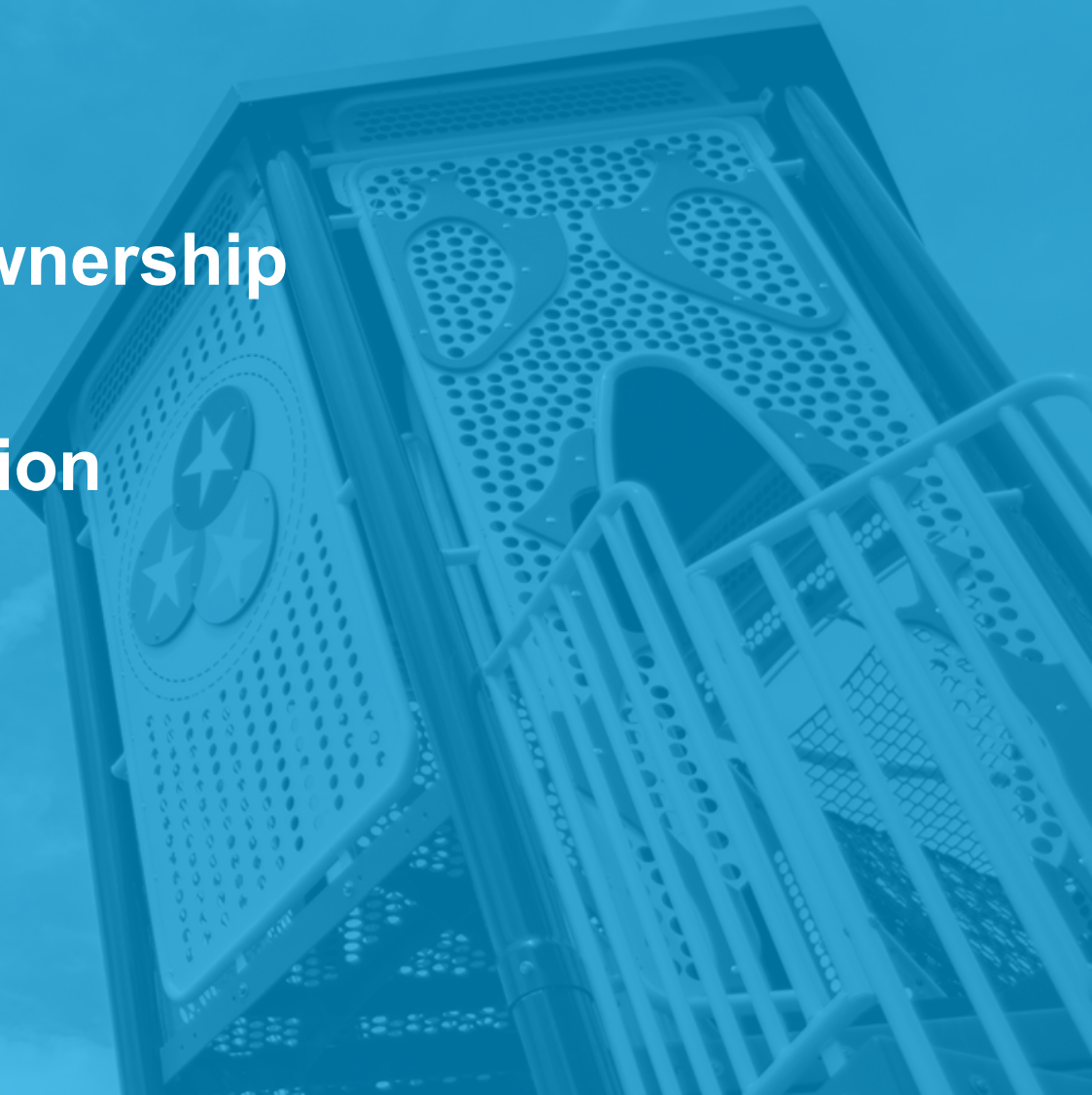
- **Approval to execute project**
 - **Departmental signature form:**
 - Fire marshal, Planning department, Zoning department, Stormwater engineering, Utility department, Parks & rec department, Construction department, Permitting department. Etc.
- **Naming**
- **Signage/branding**
 - (each project has an archway sign that is 15.4 feet tall by 10.4 feet wide)
- **Contract review**



Some of the things we ask for in the application:

Project Site info:

- Available square footage
- Legal documentation of land ownership
- Most recent land survey
- Metes and Bounds documentation
- Map of utility locations



Some of the things we ask for in the application:

Community Info:

- Proof of community engagement
- Population
- General community demographics
- Three letters of support



Site Preparation Requirements:

What is expected:

- Grantees' sites are expected to be clear, level (flat 1.5% slope), free of obstacles, buried utilities, tree stumps, bedrock, or any concealed materials or conditions that result in additional construction labor or material costs.
- If local requirements dictate, site topography or soil conditions necessitate a professional land or geotechnical survey, the cost will be borne by the grantee.
- Sites shall permit unrestricted access for large construction equipment and delivery trucks and include a staging area for unloading and storage of build materials prior to installation.



Tips and advice:

- Provide more information
- Community engagement should be a focus
- We prioritize projects that serve your whole community
- Dream big
- Remove obstacles, be ready to hit the ground running

Questions?

Keith_king@bcbst.com

RFP goes live on August 1 at
www.bluecrosshealthyplaces.com



BlueCross
HEALTHY
PLACESM



of Tennessee
FOUNDATION

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the **9th** day of **August, 2022** (hereinafter the "Effective Date"), by and between **Cooper Magli, Everwood LLC** with principal offices located at **301 Public Square, Franklin, TN 37064** (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Owner, **Raymond Fields**, is the owner of real property located at **4561 Columbia Pike** and identified as Williamson County tax map **145**, parcels **1**. The property contains approximately **25.22** acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned & **CC (Community Commercial)**.
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **4561 Columbia Pike Development**, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated **June 8, 2022**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **June 8, 2022**, which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit "B"**.

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

II. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of **17,800** gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of **17,800** gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

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

TOWN

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

Owner

Raymond Fields
2300 Crutcher Road
Chapel Hill, TN 37034

Developer

Everwood, LLC
301 Public Square
Franklin, TN 37064

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

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

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

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

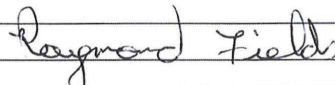
TOWN MAYOR


Date: _____

Exhibit “A”
Necessary Project Documents

Wastewater Capacity Reservation Application Form

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

Title Owner Information					
Name	Raymond Fields				
Company					
Address	2300 Crutcher Road				
City	Chapel Hill	State	TN	Zip Code	37034
Email				Phone Number	
Signature					

Applicant Information					
Name	Greg Gamble				
Company	Gamble Design Collaborative				
Address	324 Liberty Pike, Suite 145				
City	Franklin	State	TN	Zip Code	37064
Email	greg.gamble@gdc-tn.com			Phone Number	615-975-5765
Signature					

Parcel / Property Information					
Service Address	4561 Columbia Pike				
City	Thompson's Station	State	TN	Zip Code	37179
Property Tax Account Number (s)	145 00100				
Building Project Number					
Tract Size (Acres or Sq. Ft.)	25.2 Ac				

Type of Development					
X	New Construction		Replacement		Interior Only Remodel
	Additional Building		Exterior Addition		Other:
	Tenant Build-Out		Conversion		
OFFICE USE ONLY					
Notes:					
Check Number:	1210			Date Received:	1-26-22

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

*If vacant skip to next section

Proposed Development		
Single Family Residence (# of units) *		
Proposed Facility/Building Type	Mixed Use	
Proposed Number of Occupants/ Employees	Existing Flow (GPD)	
Proposed Facility/Building Square Footage		
Proposed Development Acreage	25.2 Ac	
Proposed Flow (GPD)	35,404 gpd	
Additional Property Information (# of bathrooms, # of washers, etc.)		

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



4561 COLUMBIA PIKE
SEWER CONNECTION
January 17, 2022



Magli - Thompson Station Sewer Reservation			
Use	Project GPD Units	Quantity Proposed	Project Quantity (GPD)
Commercial			
Gas Station/Service Station	1000/fuel island	8	4,000
Restaurant	35/seat	50	1,750
Restaurant	35/seat	50	1,750
Industrial			
Warehouse/Office/Showroom	0.1/square foot	110,000	11,000
Retail	20 per 225 sq ft	50,000	4,444
Total Proposed GPD			22,944

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

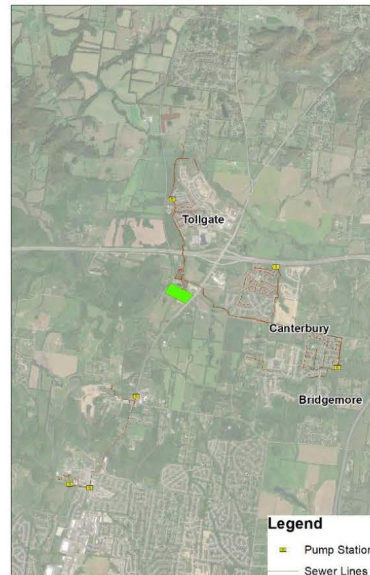


Town of Thompson's Station, Tennessee

Engineer Letter of Findings

Development Overview

Date Submitted:	6/8/2022
Development ID:	14A
Development Name:	4561 Columbia Pike
Description:	2 restaurants with 50 seats each, 110,000 sq. ft. warehouse, 50,000 sq. ft. of retail, and gas station
Requested Load (GPD):	17,800 gpd
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	No
Requestor Name:	Raymond Fields



Capacity Assessment Results Overview

Capacity Certification Results: Subject to availability of sufficient capacity, and upon completion of construction at the Regional wastewater plant and expansion thereof, as overall plant capacity availability and operations may be approved by the Town over and above the one million gallons per day treatment capacity.

Description of Improvements: Developer will need to provide wastewater infrastructure to connect to existing sewer system adjacent to property.

Exhibit “C”
Public Improvements

Description of Improvements: Developer will need to provide wastewater infrastructure to connect to existing sewer system adjacent to property.

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the **9th** day of **August, 2022** (hereinafter the "Effective Date"), by and between **Brandon Robertson, A-1 Home Builders, Inc** with principal offices located at **2020 Fieldstone Parkway #900-220, Franklin, TN 37069** (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Owner, **Brandon Robertson/ A-1 Home Builders, Inc**, is the owner of real property located at **unnumbered West Harpeth Road** and identified as Williamson County tax map **118**, parcels **7.00 and 7.02**. The property contains approximately **149.21** acres +/-, (hereinafter the "Project Site"). The Project Site is currently outside the Town limits and has Williamson County Zoning.
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **A-1 Home Builders, Inc Development**, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated **July 26, 2022**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **July 26, 2022**, which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve

capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit “B”**.

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

II. GENERAL CONDITIONS

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

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

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

9. *Indemnity* - Developer/Owner shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer/Owner's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer/Owner, any subcontractor of the Developer/Owner, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer/Owner or subcontractor of the Developer/Owner. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer/Owner changing the volume or velocity of water leaving the Developer/Owner's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.
10. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.

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

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

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

17. *Transfers of Project Ownership* - Until all obligations of the Developer/Owner under this Reservation Agreement have been fully met and satisfied, the Developer/Owner agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a thirty (30) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee. Additionally, such transfer shall be subject to written approval by the Town as provided herein and no transfer shall be acknowledged and effective unless and until approved by the Town.
- a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.
 - b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.
 - c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.
 - d. The Developer/Owner agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Reservation Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to

assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

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

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of **83,750** gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of **83,750** gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

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

TOWN

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

Owner/Developer

Brandon Robertson / A-1 Home Builders, Inc
2020 Fieldstone Parkway #900-220
Franklin, TN 37069

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

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR

Date: _____

Exhibit “A”
Necessary Project Documents

Wastewater Capacity Reservation Application Form

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

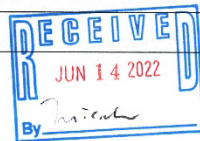
Title Owner Information					
Name	BRANDON ROBERTSON				
Company	A1 HOME BUILDERS, INC.				
Address	2020 FIELDSTONE PARKWAY #900-220				
City	FRANKLIN	State	TN	Zip Code	37069-4337
Email	brandon@a1hbs.com			Phone Number	770-231-9917
Signature					

Applicant Information					
Name	BRANDON ROBERTSON				
Company	A1 HOME BUILDERS, INC.				
Address	2020 FIELDSTONE PARKWAY #900-220				
City	FRANKLIN	State	TN	Zip Code	37069-4337
Email	brandon@a1hbs.com			Phone Number	770-231-9917
Signature					

Parcel / Property Information					
Service Address	WEST HARPETH RAOD				
City	FRANKLIN (TS)	State	TN	Zip Code	37064
Property Tax Account Number (s)	MAP 118 PARCELS 007.00 (113.358 acres) 007.02 (35.854 acres)				
Building Project Number					
Tract Size (Acres or Sq. Ft.)	149.212 acres				

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

OFFICE USE ONLY					
Notes:					
Check Number:	1502	Date Received:			



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

*If vacant skip to next section

Proposed Development		
Single Family Residence (# of units) *	335	
Proposed Facility/Building Type	single family residential	
Proposed Number of Occupants/ Employees	Existing Flow (GPD)	
Proposed Facility/Building Square Footage		
Proposed Development Acreage	149.212	
Proposed Flow (GPD)	125,625 gpd (250gpd x 335units x 150%)	
Additional Property Information (# of bathrooms, # of washers, etc.)		

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

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

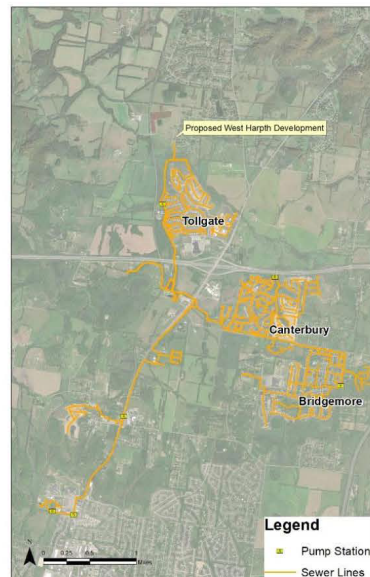


Town of Thompson's Station, Tennessee

Engineer Letter of Findings

Development Overview

Date Submitted:	6/14/2022
Development ID:	22
Development Name:	West Harpeth
Description:	335 Single Family Residential Units
Requested Load (GPD):	83,750
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	No
Requestor Name:	Brandon Robertson A1 Home Builders, Inc.



Capacity Assessment Results Overview

Capacity Certification Results: Collection System - Insufficient capacity at Ozzad Drip Field lift station. Improvements will be required for tie-in to system as detailed below. Additionally, subject to availability of sufficient capacity, and upon completion of construction at the Regional wastewater plant and expansion thereof, as overall plant capacity availability and operations may be approved by the Town over and above the one million gallons per day treatment capacity.

Description of Improvements:

- Improve the Ozzad Drip Field lift station to adequately service existing flow and the proposed development. New pump station will be 425 gallons per minute and meet the Town's wastewater infrastructure standards. The existing force main from the existing Ozzad Drip Field lift station can be utilized to serve the new lift station.
- Provide gravity sewer to tie proposed development to new pump station.

Issued 7-26-22

Exhibit “C”
Public Improvements

Description of Improvements:

- Improve the Ozzad Drip Field lift station to adequately service existing flow and the proposed development. New pump station will be 425 gallons per minute and meet the Town's wastewater infrastructure standards. The existing force main from the existing Ozzad Drip Field lift station can be utilized to serve the new lift station.
- Provide gravity sewer to tie proposed development to new pump station.

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the **9th** day of **August, 2022** (hereinafter the "Effective Date"), by and between **Janie Brown** with principal offices located at **1705 School Street, Thompson's Station, TN 37179** (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Owner, **Janie Brown**, is the owner of real property located at **1705 School Street** and identified as Williamson County tax map **146**, parcels **2**. The property contains approximately **0.54** acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned & **T4 (Neighborhood Medium Intensity)**.
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **1705 School Street**, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated **May 23, 2022**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **May 23, 2022**, which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit "B"**.

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

II. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

III. REQUIRED IMPROVEMENTS

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

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

IV. MISCELLANEOUS PROVISIONS

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

TOWN

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

Owner

Janie Brown
1705 School Street
Thompson's Station, TN 37179

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

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

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

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR

Date: _____

Exhibit “A”
Necessary Project Documents

Wastewater Capacity Reservation Application Form

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

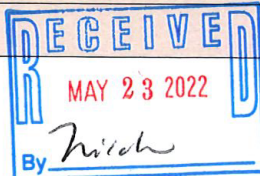
Title Owner Information					
Name	JANIS L. BROWN				
Company					
Address	1705 School St.				
City	Thompson Station	State	TN	Zip Code	37179
Email	jlbrown6476@gmail.com			Phone Number	615-400-7620
Signature	<i>Janis L. Brown</i>				

Applicant Information					
Name	JANIS L. BROWN				
Company					
Address	1705 School St.				
City	Thompson Station	State	TN	Zip Code	37179
Email	jlbrown6476@gmail.com			Phone Number	615-400-7620
Signature	<i>Janis L. Brown</i>				

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

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

OFFICE USE ONLY			
Notes:			
Check Number:	6203	Date Received:	5/23/22



Existing Development	
Vacant (only if undeveloped) *	
Facility/Building Type	
Existing Number of Occupants/ Employees	1
Existing Facility Square Footage	
Existing Flow (GPD)	
Additional Property Information (# of bathrooms, # of washers, etc.)	
	1 1/2 Bath 1 Washer

*If vacant skip to next section

Proposed Development	
Single Family Residence (# of units) *	
Proposed Facility/Building Type	
Proposed Number of Occupants/ Employees	Existing Flow (GPD)
Proposed Facility/Building Square Footage	
Proposed Development Acreage	
Proposed Flow (GPD)	
Additional Property Information (# of bathrooms, # of washers, etc.)	

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



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

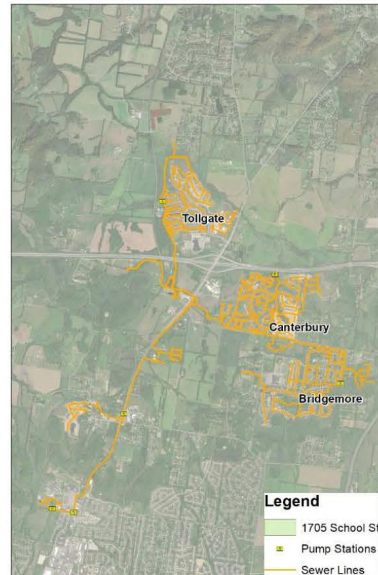


Town of Thompson's Station, Tennessee

Engineer Letter of Findings

Development Overview

Date Submitted:	5/23/2022
Development ID:	19
Development Name:	1705 School Street
Description:	1 single family residence
Requested Load (GPD):	250 gpd
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	Yes
Requestor Name:	Janie Brown



Capacity Assessment Results Overview

Capacity Certification Results: Subject to availability of sufficient capacity, and upon completion of construction at the Regional wastewater plant and expansion thereof, as overall plant capacity availability and operations may be approved by the Town over and above the one million gallons per day treatment capacity.

Description of Improvements: No improvements identified.

Exhibit “C”
Public Improvements

No public improvements required.

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the **9th** day of **August, 2022** (hereinafter the "Effective Date"), by and between **Aubrey Preston, Michele Preston, and Michele Barrett** with principal offices located at **4295 Old Hillsboro Road, Franklin, TN 37064** (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Owners, **Aubrey Preston, Michele Preston, and Michele Barrett**, are the owners of real property located at **1497 Thompson's Station Road West, 1501 Thompson's Station Road East, 4707 Columbia Road, and 4700 Columbia Pike** and identified as Williamson County tax map **146**, parcels **50, 54, 55, 56, 57**; map **153**, parcel **20**; and map **146** parcel **58**. The property contains approximately **10.71** acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned & **T5 (Neighborhood High Intensity)**.
2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **The Park at Thompson's Station**, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.
3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..
4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.
5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated **July 26, 2022**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **July 26, 2022**, which is attached hereto and incorporated herein by reference, as **Exhibit "B"**.
6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve

capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit “B”**.

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

II. GENERAL CONDITIONS

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

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

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

9. *Indemnity* - Developer/Owner shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer/Owner's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer/Owner, any subcontractor of the Developer/Owner, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer/Owner or subcontractor of the Developer/Owner. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer/Owner changing the volume or velocity of water leaving the Developer/Owner's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.
10. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.

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

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

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

17. *Transfers of Project Ownership* - Until all obligations of the Developer/Owner under this Reservation Agreement have been fully met and satisfied, the Developer/Owner agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a thirty (30) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee. Additionally, such transfer shall be subject to written approval by the Town as provided herein and no transfer shall be acknowledged and effective unless and until approved by the Town.
- a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.
 - b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.
 - c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.
 - d. The Developer/Owner agrees that if it transfers said property without providing the notice of transfer and assumption agreement, or equivalent, as required herein, it will be in breach of this Reservation Agreement and the Town may require that all work be stopped relative to the Project and may require payment of the Performance and Maintenance Security to

assure the completion of the Project, as determined by the Town in its sole and absolute discretion.

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

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of **93,700** gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of **93,700** gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

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

TOWN

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

Owners

Aubrey Preston, Michele Preston, and
Michele Barrett
4295 Old Hillsboro Road
Franklin, TN 37064

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

WITNESS the due execution hereof:

OWNER:

Print Name & Title

Date: _____

OWNER:

Print Name & Title

Date: _____

OWNER:

Print Name

Date: _____

DEVELOPER (if applicable):

Print Name & Title

Date: _____

TOWN OF THOMPSON'S STATION:

TOWN MAYOR

Date: _____

Exhibit "A"

Necessary Project Documents

Wastewater Capacity Reservation Application Form

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

Title Owner Information					
Name	Michele Barrett				
Company					
Address	4295 Old Hollsboro Road				
City	Franklin	State	TN	Zip Code	37064
Email	aubrey Preston@mac.com			Phone Number	
Signature					

Applicant Information					
Name	Greg Gamble				
Company	Gamble Design Collaborative				
Address	3020 Stansberry Lane, Suite 201				
City	Franklin	State	TN	Zip Code	37069
Email	greg.gamble@gdc-tn.com			Phone Number	615-975-5765
Signature					

Parcel / Property Information					
Service Address	1497 & 1501 Thompson's Station Road and 4707 Columbia Pike				
City	Thompson's Station	State	TN	Zip Code	37179
Property Tax Account Number (s)	Map 146, Parcels 50, 54, 55, 56, and 57; Map 153, Parcel 20				
Building Project Number					
Tract Size (Acres or Sq. Ft.)	10.71 AC				

Type of Development					
<input checked="" type="checkbox"/>	New Construction		Replacement		Interior Only Remodel
	Additional Building		Exterior Addition		Other:
	Tenant Build-Out		Conversion		
OFFICE USE ONLY					
Notes:					
Check Number:				Date Received:	

Wastewater Capacity Reservation Application Form

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

Title Owner Information					
Name	Aubrey and Michele Preston				
Company					
Address	4295 Old Hollsboro Road				
City	Franklin	State	TN	Zip Code	37064
Email	aubreypreston@mac.com		Phone Number		
Signature					

Applicant Information					
Name	Greg Gamble				
Company	Gamble Design Collaborative				
Address	3020 Stansberry Lane, Suite 201				
City	Franklin	State	TN	Zip Code	37069
Email	greg.gamble@gdc-tn.com		Phone Number	615-975-5765	
Signature					

Parcel / Property Information					
Service Address	4700 Columbia Pike				
City	Thompson's Station	State	TN	Zip Code	37179
Property Tax Account Number (s)					
Building Project Number	Map 146, Parcel 58				
Tract Size (Acres or Sq. Ft.)	7.64 Ac				

Type of Development					
<input checked="" type="checkbox"/>	New Construction	<input type="checkbox"/>	Replacement	<input type="checkbox"/>	Interior Only Remodel
<input type="checkbox"/>	Additional Building	<input type="checkbox"/>	Exterior Addition	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Tenant Build-Out	<input type="checkbox"/>	Conversion		
OFFICE USE ONLY					
Notes:					
Check Number:			Date Received:		

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

*If vacant skip to next section

Proposed Development		
Single Family Residence (# of units) *	365	
Proposed Facility/Building Type	Mixed Use	
Proposed Number of Occupants/ Employees	Existing Flow (GPD)	
Proposed Facility/Building Square Footage	12,000 sf	
Proposed Development Acreage	18.35 AC	
Proposed Flow (GPD)	121,240 gpd	
Additional Property Information (# of bathrooms, # of washers, etc.)		

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

Thompson's Station Sewer Reservation

1497, 1501 Thompson's Station Road; 4707, 4700 Columbia Pike

Commercial				
	Retail	20/employee	22 employees	440
	Restaurant	35/seat	50 seats	1,750
	Office	25/employee	17 employees	425
Residential				
	Single-Family Units (includes apartment, condo, townhomes)	325/unit	365	118,625
Total Proposed GPD				121,240

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

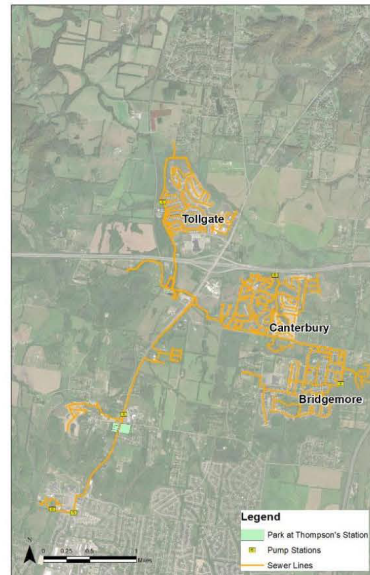


Town of Thompson's Station, Tennessee

Engineer Letter of Findings

Development Overview

Date Submitted:	6/28/2022
Development ID:	23
Development Name:	Park at Thompson's Station
Description:	365 single family units, office space, restaurant with 50 seats, and retail space
Requested Load (GPD):	93,700
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	No
Requestor Name:	Greg Gamble Gamble Design Collaborative



Capacity Assessment Results Overview

Capacity Certification Results: Collection System - Insufficient capacity at pump station at Thompson's Station Church. Improvements will be required for tie-in to system as detailed below. Additionally, subject to availability of sufficient capacity, and upon completion of construction at the Regional wastewater plant and expansion thereof, as overall plant capacity availability and operations may be approved by the Town over and above the one million gallons per day treatment capacity.

Description of Improvements:

- Upgrades to Thompson's Station Church pump station are currently under design. Developer shall contribute to upgrade of pump station in proportional amount of proposed development flow, 93,700 gallons per day.
- Provide gravity sewer to tie proposed development to new pump station.

Issued 7-26-22

Exhibit “C”
Public Improvements

Description of Improvements:

- Upgrades to Thompson's Station Church pump station are currently under design. Developer shall contribute to upgrade of pump station in proportional amount of proposed development flow, 93,700 gallons per day.
- Provide gravity sewer to tie proposed development to new pump station.

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of _____ by and between Town of Thompson's Station (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Fiscal Year (FY) 2023 Wastewater System General Support Services

Location: Thompson's Station, Tennessee

Description of Project: The project consists of 1) the review of wastewater capacity reservation requests; 2) provide Board of Mayor and Aldermen (BOMA) and Utility Board meeting assistance; and 3) coordination with developments and plans review.

I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See Exhibit A

II. **COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:

See Exhibits A and B

III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE**'s control. If such delay or suspension extends more than six months (cumulatively), **BARGE**'s compensation shall be equitably adjusted.

V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.

- VII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.
- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any cause or causes shall not exceed the amount of **BARGE's** fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

XIV. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee. The venue for any litigation regarding this contract shall be in the Williamson County Chancery Court, Franklin, Tennessee.

Town of Thompson's Station	Barge Design Solutions, Inc.
By:	By:
Printed Name: Corey Napier	Printed Name: Jonathan Childs, PE
Title: Mayor	Title: Senior Vice President
Address: 1550 Thompson's Station Rd W Thompson's Station, TN 37179	Address: 615 Third Ave S, Suite 700 Nashville, TN 37210
Date Signed:	Date Signed:

Barge Design Solutions, Inc. (Barge) will provide the following scope of services for Town of Thompson's Station (Client) for the FY 2023 Wastewater System General Support Services, in accordance with the Professional Services Agreement (Agreement). The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Compensation

I. Project Description

The project consists of the following elements: 1) the review of wastewater capacity reservation requests. Developers and other entities interested in tying into the Client's wastewater system will submit requests to reserve wastewater system capacity for proposed developments. The Client will submit the information provided by the applicants to Barge. Barge will review the information, determine whether there is sufficient wastewater system capacity in the system, and will provide a summary of the evaluation to the Client. 2) attendance and support services for the Town's Board of Mayor and Aldermen (BOMA) and Utility Board meetings outside of the existing contracted scope. 3) Coordination with developers and the review of wastewater infrastructure plans prepared by developers for proposed developments in the Town of Thompson's Station. Barge will update the Client as work progresses on the budget status and if additional budget may be required to review all of the requests received.

II. Scope of Services

The scope of services is summarized into the following major tasks:

- Task 1 - Wastewater System Capacity Reservation Request Review
- Task 2 - BOMA and Utility Board Meeting Support
- Task 3 – Development Coordination and Plans Review

The following sections provide a description of the purpose, activities, deliverables, and assumptions anticipated for each of the tasks. Throughout the following tasks, Barge will manage the activities of our staff and submit monthly invoices with updated schedules and budgets as applicable. The project is assumed to run through the end of the Client's 2023 fiscal year, June 30, 2023.

Task 1 – Wastewater System Capacity Reservation Request Review

Barge will perform the following services related to the wastewater system capacity review process.

- Barge will review the information provided by wastewater system capacity reservation applicants. If all information has not been provided as required by the Client's ordinances, Barge will notify the Client and will resume the review once all applicable information has been received.
- Barge will enter the proposed wastewater flow information into the existing wastewater system model. The system model will be run to determine if there is sufficient capacity in the system to accommodate the proposed additional flow. Barge will note capacity constraints downstream of the proposed development tie-in location identified by the model.
- A letter will be provided to the Client summarizing the findings of the model run. If the model results indicate insufficient system capacity to accommodate the proposed development, up to two options for alternative tie-in location or improvements to allow the desired capacity increase will be determined and a brief scope will be provided in the letter.
- Once a proposed development has paid a deposit to reserve the requested system capacity and upon notification by the Client, Barge will indicate the reserved capacity in the system model.

Deliverables:

The following deliverables will be provided as part of this task:

- Letter describing modeling results of wastewater system evaluation and other options, if necessary.

Assumptions:

The following assumptions are applicable to the above scope of services:

- Any correspondence with applicants will be directed through Client staff.
- Barge will not develop an opinion of probable construction costs for any identified improvements.
- Barge will return a letter to the Client within two to three weeks of receipt of the ordinance-required information.
- Up to 92 hours of time have been budgeted for this task.

Task 2 – BOMA and Utility Board Meeting Support

Barge will perform the following services related to the BOMA and Utility Board Meeting Support.

- A representative from Barge will attend BOMA meetings as requested during the course of the Town's 2023 fiscal year. Barge will prepare presentation materials as applicable and provide an update on projects as requested (up to 8 meetings). It is assumed the meetings will be up to 2-hours in duration and will require no more than two additional hours of preparation by technical, administrative, and project management staff. Any action items which develop as the result of the meeting, and are not associated with existing contracts, will require a separate contract to perform.
- A representative from Barge will attend Utility Board meetings as requested during the course of the Town's 2023 fiscal year. Barge will prepare presentation materials as applicable and provide an update on projects as requested (up to 10 meetings). It is assumed the meetings will be up to 1-hour in duration and will require no more than two additional hours of preparation by technical, administrative, and project management staff. Any action items which develop as the result of the meeting and are not associated with existing contracts will require a separate contract to perform.

Task 3 – Development Coordination and Plans Review

Barge will perform the following services related to the development coordination and Plans Review.

- Barge will assist Town staff with coordinating wastewater service needs for developments.
- Barge will review pipeline and pump station drawings prepared by developers for compliance with Town standards and generally accepted engineering practices. Review comments will be provided in a table and markups on the electronic pdf files. Barge will not check design calculations.
- Barge will respond to follow up questions or information provided by the developers in response to the initial review comments.

Deliverables:

The following deliverables will be provided as part of this task:

- Summary of review comments in tabular format and markups on the developer provided pdf electronic files.

Assumptions:

The following assumptions are applicable to the above scope of services:

- All discussion with developers will be completed via electronic means.
- Up to 64 hours of review time have been budgeted for this task.

III. Compensation

Client agrees to pay Barge for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with the Schedule of Standard Charges included in Exhibit B of the Agreement. The not to exceed budget for Barge to perform the scope of work as defined in the tasks above is \$45,000. The budget status will be summarized monthly in our progress report and invoice submittal.



**Exhibit B, Schedule of Standard Charges
FY 2023 Wastewater System General Support Services
Town of Thompson's Station**

HOURLY-RATE BASIS

The following hourly rates shall apply for personnel of Barge and its wholly owned subsidiaries for time properly chargeable to the work:

Principal Engineer, Senior Technical Specialist, Practice Leader.....	\$200 to \$250
Project Manager.....	\$150 to \$210
Professional Engineer/Architect.....	\$110 to \$200
Senior Designer.....	\$120 to \$150
Professional Land Surveyor.....	\$110 to \$195
Engineer-In-Training.....	\$90 to \$130
Designer or CADD Technician.....	\$75 to \$115
Project Administrator, Administrative Assistant.....	\$80 to \$150
Surveyor/Survey Tech.....	\$60 to \$110

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subconsultant's statement plus 15 percent.

Other expenses such as travel expenses, mileage (standard IRS rates), reproduction, photography or videography, or other direct expenses incurred by Barge and related to the work will be invoiced at the actual cost incurred.

The hourly rates listed above are valid until September 1, 2023, after which the rates may be adjusted annually based on average salary adjustments.

Kimley-Horn
214 Oceanside Drive
Nashville, TN 37204

Here are the monthly greenway updates:

1. Clayton-Arnold: Town staff working through engineering changes with individual property owners.
2. Thompson's Station Greenway Phase 2: NEPA phase – got FHWA approval 7-27-22 on the revised Section 4(f) routing so we are finalizing that section of the NEPA to be ready to go to TDOT for final review next week
3. Thompson's Station Phase 3: ROW phase – appraisals completed this month, review appraisals are under way. Anticipating to be ready for negotiations to begin late Aug assuming TDOT gives thumbs up. Utility coordination package has been delivered to TDOT for review and approval. Waiting for Railroad Certification contact to confirm he received our package for review. Town staff was working on the Title VI and Town Attorney Andrew working on providing updated title search packages, any updates here.

Alisha Eley, PLA, LEED AP, ASLA | Associate

Kimley-Horn | 214 Oceanside Drive, Nashville, TN 37204

Direct: 615.564.2713 | Mobile: 937.733.9790 | Main: 615 564 2701

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PROGRESS MEETING – MINUTES
Progress Meeting No. 07 (Virtual)

Town of Thompson's Station – Critz Lane Improvements
Date: July 28, 2022

Project Progress – As of 07/28/2022, Day 228 / 500

- a. Time: 45.6 % Money: 32.51% - Estimate #4 through 5/31/2022
- b. Project Start Date: December 13, 2021
- c. Project Completion Date: April 28, 2023

1) Work to Date – Rogers Group

- Demo of existing roadway between end of project (East) and Avenue Downs / Canterbury entrance
- Installed basestone and paving (to binder) at same location
- Removed and reset headwall at east end of project and associated grading and stabilization

2) Look Ahead – Rogers Group

- Shift into Phase 2 traffic control August 2, 2022
- Earthwork contractor to return in a timely manner to continue earthwork for remainder of project

3) Maintenance of Traffic

- Town has requested additional traffic control measures at closures. RaganSmith will develop revised traffic control plan and get pricing from contractor

- 4) Environmental Item / Concerns / Issues
 - 5) Request for Information (RFI) / Shop Drawings / Submittals
 - 6) Construction Item / Concerns / Issues
 - 7) Plan or Field Revisions
 - Reset of headwall; dated 6-6-2022
 - 8) Contract Administration
 - 9) General Comments
-
- Next Meeting Date: **August 25, 2022 at 11:00 am Central**
 - Meeting adjourned

Town of Thompson's Station

	Actual	Revised	%	%
	YTD 06/30/2022	Budgeted	Budget	Remaining
		FY 2021-2022		
GENERAL FUND				
All Revenue sources	\$ 6,400,519	\$ 4,695,899	136.3%	-36.3%
LESS:				
Administrative Expenditures	\$ 929,090	\$ 1,049,479	88.5%	11.5%
Community Development Expenditures	\$ 389,414	\$ 590,409	66.0%	34.0%
Public Works Department	\$ 302,180	\$ 374,991	80.6%	19.4%
Park Expenditures	\$ 22,540	\$ 45,100	50.0%	50.0%
Total Debt Service	\$ 1,301,349	\$ 1,362,452	95.5%	4.5%
Capital Improvement Projects	\$ 995,196	\$ 3,046,988	32.7%	67.3%
Fund Increase (Decrease)	\$ 2,460,749	\$ (1,773,521)		
STATE STREET AID				
Gas Tax Revenues	\$ 252,138	\$ 184,000	137.0%	-37.0%
LESS:				
Road and Street Expenditures	\$ 43,630	\$ 129,400	33.7%	66.3%
Capital Improvement Projects - Roads	\$ 108,272	\$ 187,292	57.8%	42.2%
Fund Increase (Decrease)	\$ 100,236	\$ (132,692)		
WASTEWATER FUND				
Total Wastewater Revenues	\$ 1,735,741	\$ 1,508,066	115.1%	-15.1%
LESS:				
Operating Expenses	\$ 1,329,028	\$ 1,419,755	93.6%	6.4%
Net Income (Loss)	\$ 406,713	\$ 88,311		
Total Effluent Development Fees	\$ 807,957	\$ 847,508	95.3%	4.7%
Loan Proceeds		\$ 11,000,000	0.0%	100.0%
Capital Improvement Plan/Projects costs	\$ 151,986	\$ 11,750,500	1.3%	98.7%
Net Fund Increase (Decrease)	\$ 1,062,683			

Town of Thompson's Station

	4/30/2022	5/31/2022	6/30/2022
GENERAL FUND			
Checking	\$ 4,827,280	\$ 4,817,162	\$ 4,461,479
Savings	\$ 6,900,760	\$ 6,901,081	\$ 7,681,383
Reserve	\$ (1,045,104)	\$ (1,045,326)	\$ (1,045,540)
Total Cash	\$ 10,682,936	\$ 10,672,918	\$ 11,097,322
Add:			
Accounts Receivable	\$ -	\$ -	\$ -
Less:			
Accounts Payable	\$ 12,165	\$ -	\$ 21,540
Due To WW	\$ 539,583	\$ 530,909	\$ 635,043
Outstanding Purchase Orders	\$ 1,690,213	\$ 1,690,213	\$ 1,561,739
Loans	\$ 120,229	\$ 120,229	\$ 120,229
Total Available Funds	\$ 8,320,746	\$ 8,331,567	\$ 8,758,771

WASTEWATER FUND			
Checking	\$ 945,893	\$ 1,013,667	\$ 1,101,470
Savings	\$ 4,443,386	\$ 4,443,457	\$ 4,443,489
Reserve	\$ (708,997)	\$ (708,996)	\$ (708,996)
Total Cash	\$ 4,680,282	\$ 4,748,128	\$ 4,835,963
Add:			
Accounts Receivable	\$ 175,909	\$ 193,808	\$ 213,162
Due from GF	\$ 539,583	\$ 553,509	\$ 635,043
Less:			
Accounts Payable	\$ 8,256	\$ -	\$ 11,098
Customer Deposits	\$ 68,975	\$ 70,625	\$ 74,975
Reservation Deposits	\$ 1,800,567	\$ 1,800,567	\$ 1,800,567
Outstanding Purchase Orders	\$ 415,425	\$ 415,425	\$ 611,672
Loans	\$ 120,144	\$ 110,884	\$ 101,625
Total Available Funds	\$ 2,982,406	\$ 3,097,944	\$ 3,084,231

Expenditures by Dept

July 2021 - June 2022

	Com Dev	Public Works	Admin	Parks	CIP	SSA	TOTAL
Expenditures							
43100 Total Payroll Costs							
41110 Payroll Expense	228,105.64	208,059.58	201,688.14				637,853.36
41141 Payroll Taxes - FICA	14,143.82	12,781.15	20,913.84				47,838.81
41142 Payroll Taxes - Medicare	2,857.02	2,612.42	4,663.27				10,132.71
41147 Payroll Taxes - SUTA	177.26	379.29	442.07				998.62
41289 Employee Retirement Expense	10,509.48	9,651.66	14,915.34				35,076.48
41514 Insurance - Employee Medical			111,152.15				111,152.15
Total 43100 Total Payroll Costs	\$ 255,793.22	\$ 233,484.10	\$ 353,774.81	\$ 0.00	\$ 0.00	\$ 0.00	\$ 843,052.13
43200 Total Streets and Roads							
41264 Repairs & Maint - Vehicles	1,128.85	1,363.92					2,492.77
41268 Repairs & Maint-Roads, Drainage		15,659.62					15,659.62
41269 SSA - Street Repair Expense						41,546.82	41,546.82
41270 Vehicle Fuel & Oil Expense	298.87	25,388.49					25,687.36
Total 43200 Total Streets and Roads	\$ 1,427.72	\$ 42,412.03	\$ 0.00	\$ 0.00	\$ 0.00	\$ 41,546.82	\$ 85,386.57
43300 Total Professional Fees							
41252 Prof. Fees - Legal Fees			213,755.50				213,755.50
41253 Prof. Fees - Auditor			13,855.25				13,855.25
41254 Prof. Fees-Consulting Engineers	41,472.04		937.50				42,409.54
41259 Prof. Fees - Other	63,587.04		1,000.00				64,587.04
Total 43300 Total Professional Fees	\$ 105,059.08	\$ 0.00	\$ 229,548.25	\$ 0.00	\$ 0.00	\$ 0.00	\$ 334,607.33
43400 Total Operating Costs							
41211 Postage, Freight & Express Chgs	36.90		801.81				838.71
41231 Publication of Legal Notices			4,105.71				4,105.71
41235 Memberships & Subscriptions	611.00		12,322.91				12,933.91
41241 Utilities - Electricity		1,907.88	14,295.81	2,077.18		2,083.45	20,364.32
41242 Utilities - Water		402.24	2,818.38	1,465.75			4,686.37
41244 Utilities - Gas			2,068.44				2,068.44
41245 Telecommunications Expense	394.97	109.99	15,839.29				16,344.25

	Com Dev	Public Works	Admin	Parks	CIP	SSA	TOTAL
41255 Software subscription/maint	8,028.86		14,576.82				22,605.68
41265 Parks & Rec. Expense				18,997.44			18,997.44
41266 Repairs & Maint - Bldg	1,011.00	23,316.66	18,871.86				43,199.52
41280 Travel Expense			2,713.65				2,713.65
41285 Continuing Education Expense	9,287.20	375.00	2,410.39				12,072.59
41300 Economic Development Expense			1,700.50				1,700.50
41311 Office Expense	6,764.51	171.82	34,430.26				41,366.59
41312 Small Equipment			6,538.04				6,538.04
41511 Insurance - Property			18,318.00				18,318.00
41512 Insurance - Workers Comp.			15,404.00				15,404.00
41513 Insurance - Liability			20,373.00				20,373.00
41515 Insurance - Auto			2,197.00				2,197.00
41516 Insurance - E & O			5,601.00				5,601.00
41691 Bank Charges			304.19				304.19
42100 Permits and Fees	1,000.00		126.00				1,126.00
Total 43400 Total Operating Costs	\$ 27,134.44	\$ 26,283.59	\$ 195,817.06	\$ 22,540.37	\$ 0.00	\$ 2,083.45	\$ 273,858.91
43500 Total County Services							
41291 Animal Control Services			8,130.00				8,130.00
41720 Donations			25,000.00				25,000.00
41800 Emergency Services			100,000.00				100,000.00
Total 43500 Total County Services	\$ 0.00	\$ 0.00	\$ 133,130.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 133,130.00
43600 Total Interest Expense							
41633 Interest Expense - Note Payable			16,820.00				16,820.00
Total 43600 Total Interest Expense	\$ 0.00	\$ 0.00	\$ 16,820.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 16,820.00
49030 Debt Service			1,301,349.05				1,301,349.05
49900 Total Capital Improvement Costs							
41940 Capital Projects							
Approved Budget Capital Expenditures					89,735.92		89,735.92
Critz Lane Phase 1					664,138.00		664,138.00
Maint Equipment					4,200.00		4,200.00
Park Improvements					137,930.00		137,930.00
Road Improvements					99,192.56	106,029.79	205,222.35

	Com Dev	Public Works	Admin	Parks	CIP	SSA	TOTAL
SSA CIP						2,242.00	2,242.00
Total 41940 Capital Projects	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 995,196.48	\$ 108,271.79	\$ 1,103,468.27
Total 49900 Total Capital Improvement Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 995,196.48	\$ 108,271.79	\$ 1,103,468.27
Total Expenditures	\$ 389,414.46	\$ 302,179.72	\$ 2,230,439.17	\$ 22,540.37	\$ 995,196.48	\$ 151,902.06	\$ 4,091,672.26
CHANGE IN POSITION	-\$ 389,414.46	-\$ 302,179.72	-\$ 2,230,439.17	-\$ 22,540.37	-\$ 995,196.48	-\$ 151,902.06	-\$ 4,091,672.26
NET CHANGE IN POSITION	-\$ 389,414.46	-\$ 302,179.72	-\$ 2,230,439.17	-\$ 22,540.37	-\$ 995,196.48	-\$ 151,902.06	-\$ 4,091,672.26

Town of Thompson's Station - General Fund
Statement of Activity
 July 2021 - June 2022

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Total
Revenues													
34100 Total Property Tax Revenues													
31111 Real Property Tax Revenue	2,353	21	116		4,754	13,742	250,913	28,821	87,418	51,830	2,911		442,881
Total 34100 Total Property Tax Revenues	\$ 2,353	\$ 21	\$ 116	\$ 0	\$ 4,754	\$ 13,742	\$ 250,913	\$ 28,821	\$ 87,418	\$ 51,830	\$ 2,911	\$ 0	\$ 442,881
34200 Total Sales Tax Revenues													
31610 Local Sales Tax - Trustee	146,675	152,033	147,293	160,526	153,634	220,463	178,589	256,362	166,039	161,023	187,382	188,232	2,118,250
31810 Adequate School Facilities Tax	6,441	5,417	4,449		12,616	14,413	6,331	6,502	6,741	9,164	5,274	6,622	83,969
32260 Business Tax Revenue	4,507	2,485	23,916	2,466	830	65	813	768	2,392	2,911	64,763	50,278	156,195
33320 TVA Payments in Lieu of Taxes					19,489		19,369			19,429		19,429	77,715
33510 Local Sales Tax - State	44,830	47,749	44,197	65,482	67,313	67,667	70,183	82,523	61,522	63,370	76,892	74,777	766,503
Total 34200 Total Sales Tax Revenues	\$ 202,453	\$ 207,684	\$ 219,855	\$ 228,473	\$ 253,883	\$ 302,608	\$ 275,284	\$ 346,155	\$ 236,694	\$ 255,896	\$ 334,310	\$ 339,337	\$ 3,202,632
34300 Total Gas Tax Revenues													
33552 State Streets & Trans. Revenue	782	782	782	1,143	1,143	1,143	1,143	1,143	1,143	1,143	1,143	1,143	12,637
33553 SSA - Motor Fuel Tax	7,943	8,217	7,745	11,866	11,503	11,095	11,140	11,447	10,344	8,752	12,316	10,674	123,041
33554 SSA - 1989 Gas Tax	1,266	1,265	1,269	1,866	1,729	1,764	1,743	1,735	1,657	1,298	1,880	1,645	19,117
33555 SSA - 3 Cent Gas Tax	2,345	2,344	2,351	3,458	3,204	3,268	3,229	3,215	3,070	2,404	3,484	3,048	35,422
33556 SSA - 2017 Gas Tax	3,973	4,141	3,861	5,960	5,824	5,571	5,587	5,785	5,180	4,435	6,228	5,376	61,922
Total 34300 Total Gas Tax Revenues	\$ 16,309	\$ 16,749	\$ 16,008	\$ 24,295	\$ 23,404	\$ 22,841	\$ 22,842	\$ 23,326	\$ 21,393	\$ 18,032	\$ 25,052	\$ 21,886	\$ 252,138
34400 Total Building/Impact Fees													
32200 Building Permits	32,369	35,577	45,982	27,957	29,736	42,255	24,317	54,147	32,139	51,078	49,296	77,456	502,310
32230 Submittal & Review Fees	9,070	250			250	1,536		250	1,109	4,728	8,310		25,504
32300 Impact Fees	47,383	35,930	75,453	53,817	53,895	46,709	25,151	213,158	50,302	68,267	35,930	89,825	795,820
Total 34400 Total Building/Impact Fees	\$ 88,822	\$ 71,757	\$ 121,435	\$ 81,774	\$ 83,881	\$ 90,500	\$ 49,468	\$ 267,555	\$ 83,551	\$ 124,073	\$ 93,536	\$ 167,281	\$ 1,323,633
34500 Total Alcohol Tax Revenues													
31710 Wholesale Beer Tax	12,211	10,808	16,904	11,897	9,685	10,318	11,285	6,902	7,915	10,753	13,600	11,618	133,896
31720 Wholesale Liquor Tax	1,742	1,610	2,270	1,565	1,971	2,460	457	1,551	1,742	1,938	1,860	1,503	20,668
32000 Beer Permits	350		100	350	300	400	100						1,600
33535 Mixed Drink Tax	1,080	1,467	1,294	10,696	4,389	4,055	1,056	1,113	1,753	2,195	2,950	5,294	37,341
Total 34500 Total Alcohol Tax Revenues	\$ 15,383	\$ 13,885	\$ 20,568	\$ 24,507	\$ 16,344	\$ 17,233	\$ 12,899	\$ 9,566	\$ 11,411	\$ 14,886	\$ 18,410	\$ 18,415	\$ 193,506
34600 Total Grants													
33725 Greenways & Trails Grant						6,960	13,320						20,280
33730 St of TN Grants	86,848				974,259								1,061,107
Total 34600 Total Grants	\$ 86,848	\$ 0	\$ 0	\$ 0	\$ 974,259	\$ 6,960	\$ 13,320	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,081,387
34700 Total All Other Revenues													
31900 CATV Franchise Fee Income	2,885	2,900		2,640	3,030		2,447	3,032		2,242	15,183		34,359
33520 State Income Tax		990			1,307			2,058					4,355
34685 Sports Betting Tax											2,325		2,325

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Total
36120 Interest Earned - Invest. Accts	361	249	135	757	532		421	272	365	533	321	1,859	5,804
37746 Parks Revenue	1,194	-339	-322	59	1,055	540	313	410	2,954	1,345	-141	-280	6,787
37747 Parks Deposit Return			150	150									300
Total 37746 Parks Revenue	\$ 1,194	-\$ 339	-\$ 172	\$ 209	\$ 1,055	\$ 540	\$ 313	\$ 410	\$ 2,954	\$ 1,345	-\$ 141	-\$ 280	\$ 7,087
37750 Park Impact Fees	13,832	4,880	10,248	5,368	7,320	6,344	3,416	7,808	6,832	9,272	4,880	12,200	92,400
37990 Other Revenue	875	625	875	1,125	875	875	900	650	1,150	650	900	650	10,150
Total 34700 Total All Other Revenues	\$ 19,146	\$ 9,305	\$ 11,087	\$ 10,099	\$ 14,120	\$ 7,759	\$ 7,497	\$ 14,229	\$ 11,300	\$ 14,042	\$ 23,468	\$ 14,429	\$ 156,481
Total Revenues	\$ 431,314	\$ 319,402	\$ 389,068	\$ 369,149	\$ 1,370,645	\$ 461,643	\$ 632,223	\$ 689,652	\$ 451,767	\$ 478,759	\$ 497,687	\$ 561,349	\$ 6,652,657
GROSS REVENUES	\$ 431,314	\$ 319,402	\$ 389,068	\$ 369,149	\$ 1,370,645	\$ 461,643	\$ 632,223	\$ 689,652	\$ 451,767	\$ 478,759	\$ 497,687	\$ 561,349	\$ 6,652,657
Expenditures													
43100 Total Payroll Costs													
41110 Payroll Expense	43,215	45,959	46,153	45,723	48,636	81,261	53,894	46,839	47,988	45,868	46,263	86,054	637,853
41141 Payroll Taxes - FICA	3,378	3,653	3,560	3,759	3,674	5,639	3,996	3,691	3,738	3,626	3,808	5,316	47,839
41142 Payroll Taxes - Medicare	790	725	833	601	859	1,319	934	719	852	705	552	1,243	10,133
41147 Payroll Taxes - SUTA	50	45	22	-12	36	47	506	183	35	22	22	41	999
41289 Employee Retirement Expense	2,901	2,535	2,474	2,518	2,556	3,838	3,434	2,615	2,672	3,020	2,588	3,925	35,076
41514 Insurance - Employee Medical	11,074	8,565	8,565	8,773	10,096	8,413	10,394	9,691	6,774	12,608	9,691	6,508	111,152
Total 43100 Total Payroll Costs	\$ 61,408	\$ 61,483	\$ 61,608	\$ 61,363	\$ 65,858	\$ 100,517	\$ 73,158	\$ 63,738	\$ 62,060	\$ 65,848	\$ 62,925	\$ 103,088	\$ 843,052
43200 Total Streets and Roads													
41264 Repairs & Maint - Vehicles							1,128	803	385			177	2,493
41268 Repairs & Maint-Roads, Drainage	378	1,510	1,469	-89	383		1,037	172	6,533	436	160	3,671	15,660
41269 SSA - Street Repair Expense	1,596	1,545	1,847	15,173	2,778	1,792	7,810	3,628	1,456	2,441	894	587	41,547
41270 Vehicle Fuel & Oil Expense	3,659	3,409	1,869	2,393	1,997	832	1,634	562	1,572	2,785	2,005	2,970	25,687
Total 43200 Total Streets and Roads	\$ 5,633	\$ 6,464	\$ 5,185	\$ 17,477	\$ 5,158	\$ 2,624	\$ 11,608	\$ 5,165	\$ 9,945	\$ 5,663	\$ 3,059	\$ 7,405	\$ 85,387
43300 Total Professional Fees													
41252 Prof. Fees - Legal Fees		16,940	20,160	23,440	17,460	19,400	16,680	25,373	21,523	20,128	16,233	16,420	213,756
41253 Prof. Fees - Auditor			3,000		7,000	2,828		1,028					13,855
41254 Prof. Fees-Consulting Engineers	14,368			12,786		3,331		10,987				938	42,410
41259 Prof. Fees - Other	400				5,293	10,479	5,646		18,597	7,159	7,816	9,197	64,587
Total 43300 Total Professional Fees	\$ 14,768	\$ 16,940	\$ 23,160	\$ 36,226	\$ 29,753	\$ 36,037	\$ 22,326	\$ 37,387	\$ 40,119	\$ 27,287	\$ 24,048	\$ 26,555	\$ 334,607
43400 Total Operating Costs													
41211 Postage, Freight & Express Chgs			63	116	130		116		183		153	78	839
41231 Publication of Legal Notices	1,386		489					63	125	509	476	1,059	4,106
41235 Memberships & Subscriptions		2,259		1,036	378		497	7,796		190	197	581	12,934
41241 Utilities - Electricity	994	1,104	1,121	970	931	1,117	1,000	1,258	1,145	4,186	3,292	3,247	20,364
41242 Utilities - Water	210	384	635	575	761	184	552	173	734	180	173	122	4,686
41244 Utilities - Gas	84	84	84	84	85		326		840	246	147	88	2,068
41245 Telecommunications Expense	1,004	1,004	1,004	5,137	1,004	1,004	1,332	1,074	1,074	550	1,079	1,079	16,344
41255 Software subscription/maint	4,224	758	1,789	782	918		918	913	904	3,387	2,686	5,328	22,606
41265 Parks & Rec. Expense	1,132	500	554	5,950	2,484	1,970	712	500	2,100	664	1,266	1,166	18,997
41266 Repairs & Maint - Bldg	2,890	2,966	4,924	3,410	4,531	4,915	3,882	2,361	3,601	2,622	2,573	4,524	43,200
41280 Travel Expense		80		322				2,299	13				2,714

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Total
41285 Continuing Education Expense	210	249	369	2,040			405	1,210	2,347	740	1,672	2,831	12,073
41300 Economic Development Expense	798							903					1,701
41311 Office Expense	5,090	2,134	2,383	5,140	2,064	4,887	3,527	1,104	4,935	825	3,789	5,490	41,367
41312 Small Equipment	503	1,444	503	21	1,249	925	508	103	835	176	262	10	6,538
41511 Insurance - Property	18,318												18,318
41512 Insurance - Workers Comp.	14,217				1,187								15,404
41513 Insurance - Liability	22,123		-1,750										20,373
41515 Insurance - Auto	2,197												2,197
41516 Insurance - E & O	5,601												5,601
41691 Bank Charges						137	104				64		304
42100 Permits and Fees				1,000					126				1,126
Total 43400 Total Operating Costs	\$ 80,982	\$ 12,967	\$ 12,168	\$ 26,581	\$ 15,722	\$ 15,138	\$ 13,879	\$ 19,757	\$ 18,960	\$ 14,275	\$ 17,828	\$ 25,603	\$ 273,859
43500 Total County Services													
41291 Animal Control Services	8,130												8,130
41720 Donations							25,000						25,000
41800 Emergency Services	100,000												100,000
Total 43500 Total County Services	\$ 108,130	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 25,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 133,130
43600 Total Interest Expense													
41633 Interest Expense - Note Payable										16,820			16,820
Total 43600 Total Interest Expense	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 16,820	\$ 0	\$ 0	\$ 16,820
49030 Debt Service			137,049						3,304	1,160,996			1,301,349
49900 Total Capital Improvement Costs													
41940 Capital Projects													
Approved Budget Capital Expenditures	5,606				1,120			3,360	50,500		29,150		89,736
Critz Lane Phase 1					8,012		66,550	4,307	115,876	15,471	352,389	101,533	664,138
Maint Equipment	4,200												4,200
Park Improvements	35,630	14,000	19,703		20,489	24,855		5,967	2,770	1,140	7,529	5,847	137,930
Road Improvements	1,644	48,500	48,716		106,363								205,222
SSA CIP		2,242											2,242
Total 41940 Capital Projects	\$ 47,080	\$ 64,742	\$ 68,419	\$ 0	\$ 135,983	\$ 24,855	\$ 66,550	\$ 13,634	\$ 169,146	\$ 16,611	\$ 389,068	\$ 107,380	\$ 1,103,468
Total 49900 Total Capital Improvement Costs	\$ 47,080	\$ 64,742	\$ 68,419	\$ 0	\$ 135,983	\$ 24,855	\$ 66,550	\$ 13,634	\$ 169,146	\$ 16,611	\$ 389,068	\$ 107,380	\$ 1,103,468
Total Expenditures	\$ 318,001	\$ 162,595	\$ 307,588	\$ 141,646	\$ 252,474	\$ 179,172	\$ 212,521	\$ 139,681	\$ 303,535	\$ 1,307,500	\$ 496,929	\$ 270,031	\$ 4,091,672
CHANGE IN POSITION	\$ 113,313	\$ 156,807	\$ 81,480	\$ 227,503	\$ 1,118,171	\$ 282,471	\$ 419,702	\$ 549,971	\$ 148,232	-\$ 828,741	\$ 759	\$ 291,318	\$ 2,560,986
NET CHANGE IN POSITION	\$ 113,313	\$ 156,807	\$ 81,480	\$ 227,503	\$ 1,118,171	\$ 282,471	\$ 419,702	\$ 549,971	\$ 148,232	-\$ 828,741	\$ 759	\$ 291,318	\$ 2,560,986

Town of Thompson's Station - Wastewater Fund
Statement of Activity
July 2021 - June 2022

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022
Revenues										
34090 Total Wastewater Fees										
31000 Wastewater Treatment Fees	175,153	147,571	172,153	138,684	144,381	120,973	127,326	136,783	112,848	125,950
31010 Septage Disposal Fees	800	800	1,100		650	650	900	550	600	900
Total 34090 Total Wastewater Fees	\$ 175,953	\$ 148,371	\$ 173,253	\$ 138,684	\$ 145,031	\$ 121,623	\$ 128,226	\$ 137,333	\$ 113,448	\$ 126,850
341090 Total Tap Fees										
31015 Effluent Disposal Fee	79,101	33,900	96,050	39,550	79,101	67,801	22,600	84,751	73,451	84,751
Total 341090 Total Tap Fees	\$ 79,101	\$ 33,900	\$ 96,050	\$ 39,550	\$ 79,101	\$ 67,801	\$ 22,600	\$ 84,751	\$ 73,451	\$ 84,751
34700 Total All Other Revenues										
36120 Interest Earned - Invest. Accts		101	199	40	39		120	50	110	69
Total 34700 Total All Other Revenues	\$ 0	\$ 101	\$ 199	\$ 40	\$ 39	\$ 0	\$ 120	\$ 50	\$ 110	\$ 69
Total Revenues	\$ 255,054	\$ 182,372	\$ 269,503	\$ 178,274	\$ 224,171	\$ 189,424	\$ 150,946	\$ 222,134	\$ 187,008	\$ 211,670
GROSS REVENUES	\$ 255,054	\$ 182,372	\$ 269,503	\$ 178,274	\$ 224,171	\$ 189,424	\$ 150,946	\$ 222,134	\$ 187,008	\$ 211,670
Expenditures										
43100 Total Payroll Costs										
41110 Payroll Expense	21,623	21,623	21,756	21,623	21,623	27,508	21,623	21,623	21,623	21,623
41141 Payroll Taxes - FICA	700	774	635	700	627	992	627	627	700	700
41142 Payroll Taxes - Medicare	73		149	73	147	232	147	147	73	73
41147 Payroll Taxes - SUTA							81	31		
41289 Employee Retirement Expense	506	506	512	506	506	758	506	506	506	506
41514 Insurance - Employee Medical	1,614	1,614	1,614	1,614	1,614	1,614	1,614	1,614	1,614	1,614
Total 43100 Total Payroll Costs	\$ 24,516	\$ 24,516	\$ 24,666	\$ 24,516	\$ 24,516	\$ 31,104	\$ 24,597	\$ 24,547	\$ 24,516	\$ 24,516
43200 Total Streets and Roads										
41264 Repairs & Maint - Vehicles										
41270 Vehicle Fuel & Oil Expense	396					63			446	251
Total 43200 Total Streets and Roads	\$ 396	\$ 0	\$ 0	\$ 0	\$ 0	\$ 63	\$ 0	\$ 0	\$ 446	\$ 251
43300 Total Professional Fees										
41252 Prof. Fees - Legal Fees		5,540	7,600	4,340	4,440	4,740	4,800	6,240	5,480	5,500
41254 Prof. Fees-Consulting Engineers		3,675	2,306	3,940	7,108	5,435	14,225	10,108	1,831	9,365
41259 Prof. Fees - Other	4,077	4,428	5,339	4,712	5,456	5,208	2,356			
Total 43300 Total Professional Fees	\$ 4,077	\$ 13,643	\$ 15,245	\$ 12,992	\$ 17,004	\$ 15,383	\$ 21,381	\$ 16,348	\$ 7,311	\$ 14,865
43400 Total Operating Costs										
41211 Postage, Freight & Express Chgs		819	877	794	808	817	814	795	788	1,637

	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022
41220 Lab Water Testing	351	163	163	258	258		742	0	516	484
41221 Printing, Forms & Photocopy Exp		358	401	347	352	333	332	323	320	692
41235 Memberships & Subscriptions			944			700				
41241 Utilities - Electricity	7,899	8,145	8,337	8,499	9,022	8,268	8,519	9,137	7,578	5,491
41242 Utilities - Water	276	460				397		416		330
41245 Telecommunications Expense	285	705	765	1,965	645	600	290	290	1,010	290
41255 Software subscription/maint			2,250							
41260 Repairs & Maint WW		1,300	45,746		1,379	8,537	1,404	276	6,634	1,431
41285 Continuing Education Expense										
41311 Office Expense			2,750							
41312 Small Equipment	7,073									
41320 Supplies Expense	2,488	7,760	12,080	8,066	5,438	1,623	1,434	3,534	898	3,024
41511 Insurance - Property	17,400									
41691 Bank Charges	520	525	464	524	551	525	501	517	529	524
42100 Permits and Fees						3,470	200			
Total 43400 Total Operating Costs	\$ 36,290	\$ 20,234	\$ 74,775	\$ 20,454	\$ 18,453	\$ 25,269	\$ 14,236	\$ 15,288	\$ 18,272	\$ 13,902
43600 Total Interest Expense										
41633 Interest Expense - Note Payable	433	430	410	378	371	339	332	312	263	272
Total 43600 Total Interest Expense	\$ 433	\$ 430	\$ 410	\$ 378	\$ 371	\$ 339	\$ 332	\$ 312	\$ 263	\$ 272
49900 Total Capital Improvement Costs										
41940 Capital Projects										
Approved Budget Capital Expenditures				223		2,623				
Critz Lane Phase 1		0	119,378	27,489		135		310		
WWTP and Other improvements		830	1,000							
Total 41940 Capital Projects	\$ 0	\$ 830	\$ 120,378	\$ 27,711	\$ 0	\$ 2,758	\$ 0	\$ 310	\$ 0	\$ 0
Total 49900 Total Capital Improvement Costs	\$ 0	\$ 830	\$ 120,378	\$ 27,711	\$ 0	\$ 2,758	\$ 0	\$ 310	\$ 0	\$ 0
Total Expenditures	\$ 65,713	\$ 59,652	\$ 235,474	\$ 86,051	\$ 60,343	\$ 74,915	\$ 60,546	\$ 56,805	\$ 50,809	\$ 53,806
CHANGE IN POSITION	\$ 189,341	\$ 122,719	\$ 34,028	\$ 92,223	\$ 163,827	\$ 114,508	\$ 90,400	\$ 165,329	\$ 136,199	\$ 157,864
Other Expenditures										
Depreciation	44,166	44,166	44,166	44,166	44,166	44,166	44,166	44,166	44,166	44,166
Total Other Expenditures	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166	\$ 44,166
NET OTHER CHANGES	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166	-\$ 44,166
NET CHANGE IN POSITION	\$ 145,175	\$ 78,553	-\$ 10,138	\$ 48,057	\$ 119,661	\$ 70,342	\$ 46,234	\$ 121,163	\$ 92,033	\$ 113,698

	May 2022	Jun 2022	Total
Revenues			
34090 Total Wastewater Fees			
31000 Wastewater Treatment Fees	133,925	190,102	1,725,849
31010 Septage Disposal Fees	800	750	8,500
Total 34090 Total Wastewater Fees	\$ 134,725	\$ 190,852	\$ 1,734,349
341090 Total Tap Fees			
31015 Effluent Disposal Fee	16,950	129,951	807,957
Total 341090 Total Tap Fees	\$ 16,950	\$ 129,951	\$ 807,957
34700 Total All Other Revenues			
36120 Interest Earned - Invest. Accts	71	594	1,392
Total 34700 Total All Other Revenues	\$ 71	\$ 594	\$ 1,392
Total Revenues	\$ 151,746	\$ 321,397	\$ 2,543,698
GROSS REVENUES	\$ 151,746	\$ 321,397	\$ 2,543,698
Expenditures			
43100 Total Payroll Costs			
41110 Payroll Expense	21,623	26,831	270,702
41141 Payroll Taxes - FICA	627	950	8,660
41142 Payroll Taxes - Medicare	147	222	1,482
41147 Payroll Taxes - SUTA			112
41289 Employee Retirement Expense	506	766	6,588
41514 Insurance - Employee Medical	1,614	1,614	19,368
Total 43100 Total Payroll Costs	\$ 24,516	\$ 30,384	\$ 306,912
43200 Total Streets and Roads			
41264 Repairs & Maint - Vehicles	88	882	970
41270 Vehicle Fuel & Oil Expense			1,155
Total 43200 Total Streets and Roads	\$ 88	\$ 882	\$ 2,125
43300 Total Professional Fees			
41252 Prof. Fees - Legal Fees	8,000	6,580	63,260
41254 Prof. Fees-Consulting Engineers	13,976	34,120	106,089
41259 Prof. Fees - Other	1,442	7,085	40,102
Total 43300 Total Professional Fees	\$ 23,419	\$ 47,785	\$ 209,451
43400 Total Operating Costs			
41211 Postage, Freight & Express Chgs	771		8,921

	May 2022	Jun 2022	Total
41220 Lab Water Testing	258	280	3,471
41221 Printing, Forms & Photocopy Exp	314		3,772
41235 Memberships & Subscriptions			1,644
41241 Utilities - Electricity	5,048	5,608	91,549
41242 Utilities - Water	398	360	2,638
41245 Telecommunications Expense	290	290	7,423
41255 Software subscription/maint			2,250
41260 Repairs & Maint WW			66,707
41285 Continuing Education Expense	250	110	360
41311 Office Expense			2,750
41312 Small Equipment			7,073
41320 Supplies Expense	1,118	3,221	50,682
41511 Insurance - Property			17,400
41691 Bank Charges	518	519	6,219
42100 Permits and Fees			3,670
Total 43400 Total Operating Costs	\$ 8,966	\$ 10,388	\$ 276,528
43600 Total Interest Expense			
41633 Interest Expense - Note Payable	246	234	4,020
Total 43600 Total Interest Expense	\$ 246	\$ 234	\$ 4,020
49900 Total Capital Improvement Costs			
41940 Capital Projects			
Approved Budget Capital Expenditures			2,845
Critz Lane Phase 1			147,311
WWTP and Other improvements			1,830
Total 41940 Capital Projects	\$ 0	\$ 0	\$ 151,986
Total 49900 Total Capital Improvement Costs	\$ 0	\$ 0	\$ 151,986
Total Expenditures	\$ 57,234	\$ 89,672	\$ 951,022
CHANGE IN POSITION	\$ 94,511	\$ 231,725	\$ 1,592,676
Other Expenditures			
Depreciation	44,166	44,166	529,992
Total Other Expenditures	\$ 44,166	\$ 44,166	\$ 529,992
NET OTHER CHANGES	-\$ 44,166	-\$ 44,166	-\$ 529,992
NET CHANGE IN POSITION	\$ 50,345	\$ 187,559	\$ 1,062,684

New Residential Permits Issued 2016 -2021

Monthly Comparison

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
January	17	11	12	19	9	21	12
February	16	29	24	6	13	11	16
March	23	21	17	16	11	11	22
April	19	6	24	33	21	10	7
May	23	18	15	23	16	22	14
June	24	13	10	14	22	15	25
July	10	21	17	13	12	17	
August	19	17	31	25	6	13	
September	4	26	21	15	19	20	
October	17	9	17	8	10	16	
November	13	43	12	15	5	11	
December	13	8	5	16	9	12	
TOTAL FOR YEAR:	<u>198</u>	<u>222</u>	<u>205</u>	<u>203</u>	<u>153</u>	<u>179</u>	<u>96</u>

COUNTY SALES TAX REVENUES

Last fiscal year ▼

\$2,118,249.68

Total revenue



ALCOHOL TAX REVENUES

Last fiscal year ▼

\$193,506.25

Total revenue

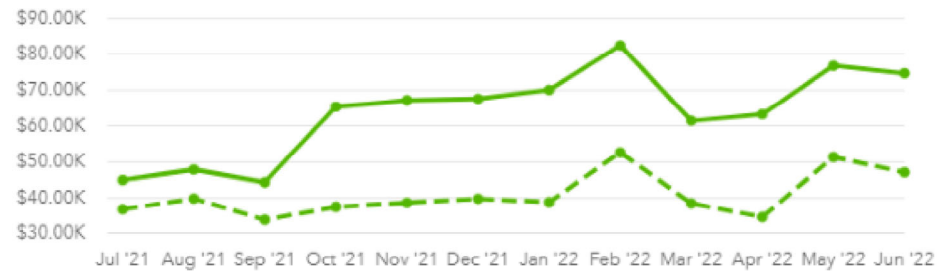


STATE SALES TAX REVENUES

Last fiscal year ▼

\$766,503.42

Total revenue



BUILDING AND IMPACT FEES

Last fiscal year ▼

\$1,323,632.78

Total revenue

