

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Virtual Meeting Agenda  
August 11, 2020**

**Meeting Called To Order**

**Statement By Chair Relating To Conducting The Board Of Mayor And Alderman Meeting By Electronic Means Of Due To COVID-19 Public Health Emergency**

Documents:

[INTRODUCTION STATEMENT FOR TS BOMA AUG 11 2020.PDF](#)

**Consent Agenda**

- a. Consideration of the Minutes of the June 9, 2020 regular meeting
- b. Acknowledgement and Receipt of Williamson County Election Commission Certification of the Town of Thompson's Station Annexation Referendum Election

Documents:

[ITEM A - BOMA MINUTES 06\\_09\\_2020.PDF](#)

[ITEM B - ELECTION CERTIFICATION - ANNEXATION 7\\_14\\_2020.PDF](#)

**Announcements**

Proclamation for Constitution Week 2020

Documents:

[ANNOUNCEMENTS - PROCLAMATION FOR CONSTITUTION WEEK 2020.PDF](#)

**Public Comment**

**Any citizen desiring to make a comment can submit their written comments to the Town Clerk which will be included in the meeting minutes for public perusal.** Email your comments to Town Hall at [INFO@THOMPSONS-STATION.COM](mailto:INFO@THOMPSONS-STATION.COM) with **August BOMA Public Comments** as the Subject Line. Contact the Town Clerk with any questions at (615) 794-4333 ext. 1.

**Unfinished Business:**

- 1. Approve Second Reading Of Ordinance 2020-007: An Ordinance Of The Town Of Thompson's Station, Tennessee To Amend Title 18 Of The Municipal Code And Ordinance 10-007 Regarding Wastewater Capacity Reservation.**

Documents:

[ITEM 1 - ORDINANCE NO 2020-007 TO AMEND TITLE 18 AND ORD NO 10-007 RE WASTE WATER CAPACITY RESERVATION 7.31.20.PDF](#)

- 2. Approve First Reading Of Ordinance No. 2020-009: An Ordinance Of The Town Of Thompson's Station, Tennessee To Amend The Town's Zoning Map By Rezoning 6.19 Acres Of Territory Located West Of Lewisburg Pike Near**

**The Harpeth/Peytonsville Road Intersection (BEING TAX MAP AND PARCEL 144-80.00, 144-80.02 And 144-80.03) From D1 To Community Commercial (CC) \* (Town Staff Continues To Recommend Deferral Until Wastewater And Other Issues Are Resolved).**

Documents:

[ITEM 2 - STAFF REPORT THE CROSSROAD AT PLEASANT CREEK REZONE.PDF](#)  
[ITEM 2 - ORD 2020-009 HUNTLY GORDON REZONE.PDF](#)  
[ITEM 2 - REZONE LETTER FROM APPLICANT.PDF](#)

**New Business:**

**3. Approval Of The Bid Proposal For The Critz Lane Project – Phase One: (Pending Bid Opening 8-10-2020).**

Documents:

[2020.08.10 ROGERS GROUP CRITZ LANE BID SUBMITTAL.PDF](#)  
[2020.08.11 CRITZ LN BID RESULTS AWARD RECOMMENDATION.PDF](#)

**4. Approval Of The Engineer's CEI Proposal: (Pending Engagement Documents To Be Provided By Consultants).**

Documents:

[2018-190.1810\\_CRITZ LANE CEI\\_08-05-20.PDF](#)  
[CRITZ LANE ESTIMATE OF PROBABLE COST 2020.07.14.PDF](#)

**5. Approval Of The Barge Designs' Contract Associated With The Relocation Of The Sewer Line On Critz Lane**

Documents:

[ITEM 5 - BARGE DESIGNS PROFESSIONAL SERVICES AGREEMENT.PDF](#)

**6. Approval For First Reading Of Ordinance 2020-010 Of The Town Of Thompson's Station To Amend Municipal Code Chapter 14 As To The Design Review Commission**

Documents:

[ITEM 6 - ORDINANCE NO. 2020-010 TO AMEND TITLE 14 - REDLINE OF TITLE 14 -CHAP. 2 - ORD. NO. 07-002 8.3.20.PDF](#)

**Announcements/Agenda Requests**

**Adjourn**

**Information Only:**

**DRC Committee Members Selected By Mayor Napier:**

- Carole Schneider
- Graham Russell

**Finance Report**

Documents:

Z JUNE 30 2020 BOMA FINANCE REPORT.PDF  
LEGAL QTRLY REPORT - 2 LTR MAYOR ALDERMAN FOURTH  
QUARTER REPORT 2020-07-30.PDF

*This meeting will be held at 7:00 p.m. remotely by electronic means due to the COVID-19  
Public Health Emergency. Live-stream and video recording will be available on at  
[www.thompsons-station.com](http://www.thompsons-station.com)*

STATEMENT FOR THE RECORD AT START OF MEETING  
Thompson's Station Board of Mayor and Alderman

Hello and welcome to this the August 11th, 2020, Board of Mayor and Alderman meeting for the Town of Thompson's Station.

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order No. 51:

This Town of Thompson's Station Board of Mayor and Alderman meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson's Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Mayor and Alderman to include this determination in the minutes for this meeting.

We understand that we, the Thompson's Station Board of Mayor and Alderman, serves the Town of Thompson's Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing, and uploading and preserving it for future viewing.

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Meeting Minutes  
June 9, 2020 7:00 p.m.**

**Call to Order:**

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on June 9, 2020 at the Thompson's Station Community Center with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Brian Stover; Town Administrator Ken McLawhon; Town Planner Micah Wood; Finance Director Steve Banks; Town Recorder/Clerk Regina Fowler and Town Attorneys Andrew Mills and Kirk Vandivort.

**Pledge of Allegiance:**

**Consent Agenda:**

**Consideration of May 12, 2020 Minutes:**

Alderman Bell made a motion to approve the Consent Agenda consideration of May 12, 2020, meeting minutes. The motion was seconded by Alderman Stover and the motion carried unanimously.

**Public Comments/Announcements:**

- Robert Brenson – 2816 Chatham Place Court - Mr. Brenson addressed his opposition to Item 8 (Approve First Reading of Ordinance No. 2020-008: An Ordinance of the Town of Thompson's Station, Tennessee to Amend Ordinance No. 10-007 and Title 18, Chapter 2 of Thompson's Station Municipal Code regarding Wastewater System User Rates). He feels that the current wastewater cap of \$55.00 should not be eliminated and that "fair/share" fees should be applied to developers and builders.
- Alderman Dilks believes that Mayor Napier and Alderman Bell voted themselves a pay raise in 2015 which he states was not consistent with TN State Law. He feels that the amount of money they owe the town is (Mayor Napier 28,233.33 and Alderman Bell 13,266.67). He feels that they should waive their pay for the next 31 months (end of their current term). By doing so, this would enable them to return to the Town 25,833.33 for Mayor Napier and 12,916.67 for Alderman Bell.

**Unfinished Business:**

**1. Public Hearing on Ordinance 2020-006: An Ordinance of the Town of Thompson's Station, TN for Adoption of the Annual Budget, and Tax Rate Fiscal year FY 2020 - 2021.**

Mayor Napier opened the Public Hearing on Ordinance 2020-006: An Ordinance of the Town of Thompson's Station, TN for Adoption of the Annual Budget, and Tax Rate Fiscal year FY 2020 – 2021. After no comments or objections Mayor Napier closed the hearing.

**2. Approve on Second Reading of Ordinance 2020-006: An Ordinance of the Town of Thompson's Station, TN for Adoption of the Annual Budget, and Tax Rate FY 2020-2021.**

Alderman Bell made a motion to approve on second reading of Ordinance 2020-006: An Ordinance of the Town of Thompson’s Station, TN for Adoption of the Annual Budget, and Tax Rate FY 2020 – 2021. The motion was seconded by Alderman Stover and carried unanimously.

**Roll Call Vote:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Nay
Alderman Stover	Yea	Mayor Napier	Yea		
<b>Yea</b>	<b>4</b>	<b>Nay</b>	<b>1</b>	<b>Abstain</b>	<b>0</b>

Motion carried.

**3. Approve Public Hearing on the Proposed Annexation by Referendum for 4440 Les Watkins Road, Map 144; Parcel: 001.01.** Mayor Napier opened the Public Hearing on the Proposed Annexation by Referendum for 4440 Les Watkins Road, Map 144; Parcel: 001.01. After no comments or objections, Mayor Napier closed the Public Hearing.

**4. Approve Public Hearing for the Plan of Services for 4440 Les Watkins Road, Map 114, Parcel: 001.01.** Mayor Napier opened the Public Hearing for the Plan of Services for 4440 Les Watkins Road, Map 114, Parcel: 001.01. After no comments or objections, Mayor Napier closed the Public Hearing.

**New Business:**

**5. Approve Resolution 2020-009: A Resolution calling for a Referendum to Annex Certain Territory and to Incorporate the same within the Boundaries of the Town of Thompson’s Station, Tennessee, and to Approve a Plan of Services for 4440 Les Watkins Road (Town Staff recommends approval contingent upon the full execution of the related agreements).** Alderman Bell made a motion to approve Resolution 2020-009: A Resolution calling for a Referendum to Annex Certain Territory and to Incorporate the Same within the Boundaries of the Town of Thompson’s Station, Tennessee and to Approve a Plan of Services for 4440 Les Watkins Road with approval contingent upon the full execution of the related agreements. Alderman Alexander seconded the motion and the motion carried unanimously.

**6. Approve Resolution 2020-011: A Resolution of the Town of Thompson’s Station, Tennessee Accepting Certain Sections of Public Roads from Williamson County.** Alderman Stover made a motion to Approve Resolution 2020-011: A Resolution of the Town of Thompson’s Station Tennessee Accepting Certain Sections of Public Roads from Williamson County. Alderman Alexander seconded the motion and the motion carried unanimously.

**7. Approve First Reading of Ordinance No. 2020-007: An Ordinance of the Town of Thompson’s Station to Amend Title 18 of the Municipal Code and Ordinance No. 10-007 regarding Wastewater Capacity Reservations.** Alderman Stover made a motion to approve on First Reading of Ordinance No. 2020-007: An Ordinance of the Town of Thompson’s Station to Amend Title 18 of the Municipal Code and Ordinance No. 10-007 regarding Wastewater Capacity Reservations. The motion was seconded by Alderman Bell and the motion carried.

**Roll Call Vote:**

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Nay
Alderman Stover	Yea	Mayor Napier	Yea		
<b>Yea</b>	<b>4</b>	<b>Nay</b>	<b>1</b>	<b>Abstain</b>	<b>0</b>

Motion carried.

**8. Approve First Reading of Ordinance No. 2020-008: An Ordinance of the Town of Thompson’s Station, Tennessee to Amend Ordinance No. 10-007 and Title 18, Chapter 2 of Thompson’s Station Municipal Code regarding Wastewater System User Rates.** Alderman Bell made a motion to defer until August, First Reading of Ordinance No. 2020-008: An Ordinance of the Town of Thompson’s Station Tennessee to Amend ordinance No. 10-007 and Title 18, Chapter 2 of Thompson’s Station Municipal Code regarding Wastewater System user Rates. Alderman Alexander seconded the motion for deferral and the motion passed unanimously.

**9. Approve First Reading of Ordinance No. 2020-009: An Ordinance of the Town of Thompson’s Station, Tennessee to Amend the Town’s Zoning Map by Rezoning 6.19 Acres of Territory located West of Lewisburg Pike near the Harpeth/Peytonville Road Intersection (Being Tax Map and Parcel 144-80.00, 144-80.2 and 144-80.03) from D1 to Community Commercial (CC) (Town Staff recommends deferral until wastewater and other issues are resolved).** Alderman Alexander made a motion to defer until August, First Reading of Ordinance: No. 2020-009: An Ordinance of the Town of Thompson’s Station, Tennessee to Amend the Town’s Zoning Map by Rezoning 6.19 Acres of Territory located West of Lewisburg Pike Near the Harpeth/Peytonville Road Intersection (Being Tax Map and Parcel 144-80.00, 144-80.03) from D1 to Community Commercial (CC). Alderman Bell seconded the motion and the motion passed unanimously.

**10. Approve Resolution No. 2020-012: A Resolution to Acknowledge the Transfer, Assignment and Assumption of Littlebury Development Company, LLC by Pennock Place, LLC and Confirmation of Entity Ownership and Responsibility.** Alderman Stover made a motion to approve Resolution No. 2020-012: A Resolution to Acknowledge the Transfer, Assignment and Assumption of Littlebury Development Company, LLC by Pennock Place, LLC and Confirmation of Entity Ownership and Responsibility. Alderman Bell seconded the motion and the motion passed unanimously.

**11. Approve Resolution No. 2020-013: A Resolution to Approve the Memorandum of Understanding for Pleasant Creek regarding the installation of the Bioclere System for Wastewater Treatment contingent upon Bioclere being the exclusive system while waiving all rights to an SBR system.** Alderman Bell made a motion to approve Resolution No. 2020-013: A Resolution to approve the Memorandum of Understanding for Pleasant Creek regarding the installation of the Bioclere System for Wastewater Treatment contingent upon Bioclere being the exclusive system while waiving all rights to an SBR system. The motion was seconded by Alderman Dilks and the motion passed unanimously.

**12. Approve Audit Proposals for FY 2020 – 2022:** A Motion was made by Alderman Alexander to Approve Audit Proposals for FY 2020 - 2022: with the recommendation to accept culver pllc as the low bidder. Alderman Dilks seconded the motion and the motion passed unanimously.

**13. Approve Consideration of Vendor Services for Inflow & Infiltration Field Work:** Alderman Bell made a motion for Consideration of Vendor Services for Inflow & Infiltration Field Work. Alderman Stover seconded the motion and the motion passed unanimously.

There being no further business, the meeting was adjourned at 9:01 p.m.

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**Corey Napier, Mayor**

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**Regina Fowler Town Recorder/Clerk**



CERTIFICATION

WE, THE UNDERSIGNED MEMBERS OF THE WILLIAMSON  
COUNTY ELECTION COMMISSION, DO HEREBY CERTIFY THAT WE HELD A  
**Town of Thompson's Station Annexation Referendum Election** ON Tuesday  
July 14, 2020, at the Independence High School, ACCORDING  
TO LAW, AND THAT WE HAVE CANVASSED THE RETURNS OF SAID ELECTION AS  
REQUIRED BY LAW, AND WE DO HEREBY CERTIFY THAT THE FOLLOWING 1 PAGES OF  
TABULATION ARE A TRUE, CORRECT, AND COMPLETE ACCOUNTING OF THE RESULTS  
OF SAID ELECTION AS ESTABLISHED BY THE CANVASSING OF THE RETURNS,  
THIS 14TH DAY OF JULY, 2020

ANY THREE (3) COMMISSIONERS MAY SIGN



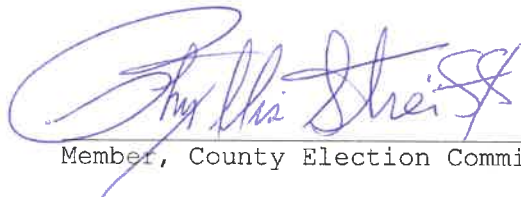
Chairman, County Election Commission



Secretary, County Election Commission



Member, County Election Commission



Member, County Election Commission

Member, County Election Commission

RUN DATE: 07/14/2020 07:45 PM

REPORT-EL30A PAGE 0001-01

0001 9-5 INDEPENDENCE HIGH SCH

	TOTAL VOTES	%	ELECTION DAY	EARLY VOTING
REGISTERED VOTERS – TOTALS . . . . .	1			
BALLOTS CAST – TOTAL . . . . .	1		0	1

ANNEXATION REFERENDUM

Vote For 1				
For Annexation. . . . .	1	100.00	0	1
Against Annexation. . . . .	0		0	0

7/14/2020 7:45 AM

## **PROCLAMATION FOR CONSTITUTION WEEK**

**WHEREAS:** September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution Week,

**NOW, THEREFORE I,** Corey Napier by virtue of the authority vested in me as Mayor of the City of Thompson's Station, Tennessee do hereby proclaim the week of September 17th through September 23<sup>rd</sup>, 2020 as,

### **“CONSTITUTION WEEK”**

**AND** ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the Town of Thompson's Station, Tennessee to be affixed this 11th day of August in the year of our Lord two thousand and twenty.

Signed \_\_\_\_\_ SEAL Attest \_\_\_\_\_

Corey Napier, Mayor

ORDINANCE NO. 2020-007

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND TITLE 18 AND ORDINANCE NO. 10-007 REGARDING WASTEWATER CAPACITY RESERVATION**

WHEREAS, the Utility Board and Town Staff for the Town of Thompson's Station is recommending pursuant to certain provisions under Title 18, Chapter 1, Subsection 18-114 of the Municipal Code for the Town of Thompson's Station to adopt policy and procedures for the purpose of reservation of sewer capacity for proposed developments; and

WHEREAS, the Board of Mayor and Aldermen, based on recommendations and considerations have determined that wastewater capacity reservation may be permitted, and

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

WHEREAS, the Board of Mayor and Alderman has determined adopting wastewater capacity reservation policy and procedure in order to ensure the public health and promote effective growth and proper development is in the best interest in the Town, and

WHEREAS, the Board of Mayor and Aldermen have reviewed the Town Code under Title 18, Chapter 1, Subsection 18-114, wherein the Town may adopt by ordinance a process for user charges under the waste water and sewer billing and collection procedures and resolutions to implement the same and determined, based upon the considerations of the recommendations of the Utility Board, Town Staff and Consultants, to adopt and implement the policy and procedures as follows, and

WHEREAS, the Board of Mayor and Alderman by adopting and implementing the aforementioned policy and procedures for wastewater reservation of capacity would repeal Section 4 of Ordinance No. 10-007, with a heading of *Residential Capacity Letters*; and

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

**Section 1.** That the Town of Thompson's Station's adopts as the policy and procedures for the reservation of wastewater capacity pursuant to Title 18, Chapter 1, Section 18-114, and Title 18, Chapter 2, Section 18-201 by adding to Title 18, Chapter 3 as follows:

18-301

**INTRODUCTION**

The Town implements the following process to review, track, and monitor proposed developments to ensure that the Town can provide sewer capacity from the connection point in the collection system through the treatment plant and effluent disposal without causing sewer overflows. This process has the following benefits:

1. Providing sufficient capacity for new development while maintaining existing service.
2. Preventing sewer overflows.
3. Protecting the Town by allocating sewer capacity based on the regional wastewater service area as defined on Appendix A.
4. Identifying potential capacity deficiencies in the existing system.

This process describes the protocols, policies, and analytical methods for the continuous assessment and determination of capacities for the Town's collection, treatment and disposal systems. The Wastewater Capacity Reservation System will follow the sequence presented below with more detail provided in subsequent sections.

**Step 1 Complete a Wastewater Capacity Reservation Application:** The developer will complete an application to provide the Town with enough information to evaluate the project's potential impact on the sewer system.

**Step 2 Wastewater Capacity Reservation Request Review of Proposed Development:** An engineer retained by the Town will review the capacity of the collection, treatment, and disposal systems receiving the proposed flow increase to determine if adequate capacity is present in the existing system in accordance with the requirements outlined in this document.

**Step 3 Wastewater Capacity Reservation Request Results:** The Town will issue a notification to the applicant in cases where adequate collection, treatment and disposal capacities can be determined and in cases where there are capacity deficits.

**Step 4 Completing the Wastewater Capacity Reservation Process:** Developers who want to pursue a project will sign a reservation agreement with the Town and submit a reservation deposit. This will ensure that the upcoming development's additional capacity load is included when reviewing future wastewater capacity reservation requests in that area.

### **18-302 WASTEWATER CAPACITY RESERVATION APPLICATION**

- (1) The capacity of the wastewater system is determined by the existing pipes within the system, equipment size and storage capacity at lift stations, wastewater treatment permit limits, and availability of soils and drip infrastructure for the disposal of the treated wastewater. These variables will change based upon where the proposed development is located within the Town. A customer requesting a new connection to the Town's collection system or a significant increase in flow from an existing service connection must complete a Capacity Reservation Application (Appendix B) and submit the application to the Town. The application will assist to define the development so that a determination on whether capacity is available and should be completed to include agent information, property information, including the number of homes, buildings, and structures, and type of development.
  
- (2) The Town sets a minimum processing fee of \$250.00 to be paid with the submission of the application. Additional fees may be assessed by the Town based on the cost for any necessary review for the determination of capacity, for which the Developer agrees to pay by the submission of the Wastewater Capacity Reservation Application. The Town will have (60) sixty days from the receipt of all requested and required evaluation materials to issue a determination of capacity availability . The processing fee is non-refundable, even if capacity is not available or the applicant decides not to develop the property. Any additional processing fees due, as determined by the Town,, shall be paid prior to the release of any information as to a determination or capacity availability.

## **18-303 CAPACITY REVIEW OF PROPOSED DEVELOPMENT**

- (1) The following section describes the process by which the Town's engineer will review the collection, treatment, and disposal systems to confirm that each asset has the capacity to convey the proposed flow plus the existing flow from all new or existing service connections and authorized service connections (including those which have been approved for capacity but have not begun to discharge into the sanitary sewer system) without causing surcharge conditions.

### **Determine Discharge Location**

- (2) The discharge location (specific pipe segment, manhole, or pump station) into which the proposed flow increase will enter the Town's collection system will be determined using the information provided as a part of the Capacity Reservation Application and the latest version of the GIS mapping of the collection system as determined by the Town. As infrastructure is installed, the Town will update the wastewater system GIS data.
- (3) In addition to the pipe segment or manhole where the proposed flow increase will connect to the collection system, all downstream pump stations and the treatment plant receiving the proposed flow increase will be identified.
- (4) If there is a capacity deficit at the location proposed by the developer, the Town will review and, if available, provide alternative connection points that may decrease or eliminate the need for capacity improvements.

### **Calculate Flow Increase**

- (5) For each new or existing sanitary sewer service connection included on a Capacity Reservation Application the developer/applicant will provide a calculation of the flow increase and the Town or its designee will verify the calculation using the procedure described in Section 18-303 (7) or Section 18-303 (8).
- (6) For redevelopment of property with an existing connection to the sewer system, the existing flow will be based upon the best available information as determined by the Town or estimated using the procedures described in Section 18-303 (7) or Section 18-303 (8). The existing flow will be documented as a credit towards the wastewater flow for the redeveloped property.

#### **Single Family Residential**

- (7) For single-family homes, a standard 250 gallons per day (gpd) per household should be used for estimating the peak-hour flow increase to the collection system. The collection system consists of the pipes and pump stations and excludes the wastewater treatment plants (WWTPs) and disposal areas.

#### Other Properties

- (8) For non-single-family residential properties, the unit sewer flows outlined for design by the Tennessee Department of Environment and Conservation (TDEC) Design Criteria for different usage types are in Appendix 2-A and shown in Appendix C. The applicable unit flows should be applied to the specific project variables (e.g., seats, and units) to estimate the total sewer flow that will be added to the system from the proposed project.

### **18-304 Review System Capacity**

- (1) The Town has developed a hydraulic model as a tool for determining existing sewer capacity as assessed by the Town engineer. The capacity of the affected system will be checked for availability or deficiency after the location and estimated sewer flows are determined.

#### Collection System Capacity

- (2) Determination of adequate collection capacity will confirm that each gravity sewer line between the requested tie-in location and the receiving WWTP has the capacity to transmit the proposed flow, the flow from all existing service connections, and the flow from authorized service connections, during the modeled peak 1-hour of the 2-year, 24-hour rain event, without causing surcharge conditions. Authorized service connections include entities with a Capacity Reservation Agreement or those entities who are within the allowed capacity review decision period. Existing 1-hour peak flow is defined as the greatest flow in a sewer averaged over a 60-minute period at a specific location expected to occur as a result of the representative 2-year, 24-hour storm (design) event.
- (3) A surcharge condition is defined as the condition that occurs when the 1-hour peak flow from the design event exceeds the capacity of the collection system. A surge condition causes the water surface to reach within 36 inches of the manhole rim, while above the crown of the pipe, or greater than 24 inches above the crown of the pipe; however, if the Town has identified pipe segments or manholes designed to operate under a pressure condition, the capacity of these pipe segments or manholes shall be evaluated based on their respective design criteria.
- (4) Determination of adequate transmission capacity will confirm that each pump station through which the requested additional flow would pass has the capacity to transmit the proposed peak 1-hour flow, the existing peak 1-hour flow from all existing service connections, and the flow from authorized service connections.

#### Treatment Plant Capacity

- (5) Determination of adequate treatment capacity will confirm that the WWTP receiving flow from the proposed new connections, increased flows from an existing source, and authorized sewer service connections will be in compliance for quarterly reporting, as to the monthly operating report.



### Disposal Capacity

- (6) The disposal capacity is contingent on the availability of adequate soils as approved by the Tennessee Department of Environment and Conservation. Further, compliance by the Applicant/Developer is required, pursuant to the Amended LDO of November 2019, Section 5.2.8, Appendix A, as provided in the DEVELOPER AGREEMENT. Specifically, the Applicant/Developer must comply with the provisions to provide adequate soils for disposal necessary for the perspective project. Additionally, the Applicant/Developer may have other requirements, such as the payment of fees and/or compliance with state and local laws.

### Essential Services

- (7) The Town may authorize a new sewer service connection or additional flow from an existing sewer service connection for essential services, even if it cannot determine that it has adequate capacity. Essential services are defined as healthcare facilities, public safety facilities, public schools, government facilities, and other facilities as approved by the Town. It also includes cases where a pollution or sanitary nuisance exists as a result of a discharge of untreated wastewater from an on-site septic tank.

## **18-305 Capacity Review Result**

- (1) If model results show available capacity, the results with instructions on how to reserve the available capacity can then be issued to the developer according to Town policy. If the model shows a deficit, the Town will issue a notice of insufficient capacity to the developer. The notice will include a description and map of where the capacity restrictions are located and what improvements will need to be made to reach adequate capacity.
- (2) If service can be provided immediately or after working out an alternative option, then the developer must complete a wastewater capacity reservation application to proceed. The decision must be made within 60 days of the date of the letter from the Town to the developer stating that there is available capacity. If the developer decides to not move forward with the project, the capacity review terminates with no obligation by the Town. To build on that property in the future, the developer would need to start the process again by filling out a new application and paying another application fee.

## **18-306 Completing the Reservation Process**

- (1) Developers who decide to pursue the proposed project will sign an agreement and submit a reservation deposit, as determined by the Town which reserves that capacity for one

year. This ensures that the Town will consider the upcoming development when reviewing current and future capacity in that area. This also ensures that a second requested development, even one built and in service sooner, does not reduce the Town's ability to serve the first property during that time. The developer can request an extension based on the conditions outlined in the reservation agreement. The Town would need to develop the cost breakdown structure for the reservation deposit, if an extension is necessary

- (2) As a part of the reservation agreement or separately, the Town has the option to enter into a participation agreement with the developer to increase capacity of the proposed improvements beyond the needs of the development. The Town would be responsible for paying for the increase in capacity over the needs for the development.
- (3) After signing the capacity reservation agreement and submitting the required deposit in the amount of 25% of the allotted wastewater tap fees for the project, a developer has one year to submit formal plans and execute an extension agreement, if necessary, which will include construction milestones with the Town. **The Developer may request a one-time extension, by agreement of the Town, which must be a written submission, no later than (30) days prior to the expiration of the capacity reservation agreement.** The developer can request an extension to the construction milestones based on the conditions outlined in the **capacity reservation agreement**. A developer who does not complete all (or both) requirements or meet milestones will forfeit 50% of the reservation deposit and the reserved capacity for that property. The remaining reservation deposit will be returned to the developer. To proceed with the project at a later time, the developer will be required to submit a new waste water capacity reservation application and pay another review fee. If the capacity is still available or improvements are necessary to provide adequate capacity, the developer will also have to sign a new capacity reservation agreement and submit another deposit.
- (4) The Town will annually apply an offset to the remaining balance on the tap fees based on the number of billable connections or amount of incremental daily flow added in the year, and each developer agreement will define which reimbursement method will be used, as determined by the Town. . Developers who produce the number of connections outlined in the extension agreement or Developer Agreement will have any remaining deposit applied toward their outstanding tap fee balance. Developers who do not, will forfeit 50% of the remaining deposit balance as outlined in the Developer Agreement.

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#### Additional Collection System, WWTP, and Disposal System Improvements

- (5) If improvements to the collection system, the WWTP or the Disposal System are required to provide adequate capacity to serve the proposed development, the Developer shall complete the improvements based on project location, site constraints, and project complexity. The Developer shall design, subject to Town approval, all necessary

additional improvements needed to the collection system, wastewater treatment plant, and/or disposal system for the project submitted at the time the developer agreement is consummated. Should the Developer fail, refuse or be unable to meet the requirements of the Town as to the improvements, the Town shall have a right to take over the wastewater improvements, subject to the terms of the developer agreement.

- (6) If the Developer completes the work, then the developer will be responsible for covering the costs of a Town-appointed field representative, paying a fee for the Town's engineer to review the plans, and acquiring all easements necessary to complete the work. Easements will be acquired using the Town's standard documents. After completing the improvements, the developer will deed over the completed improvements.

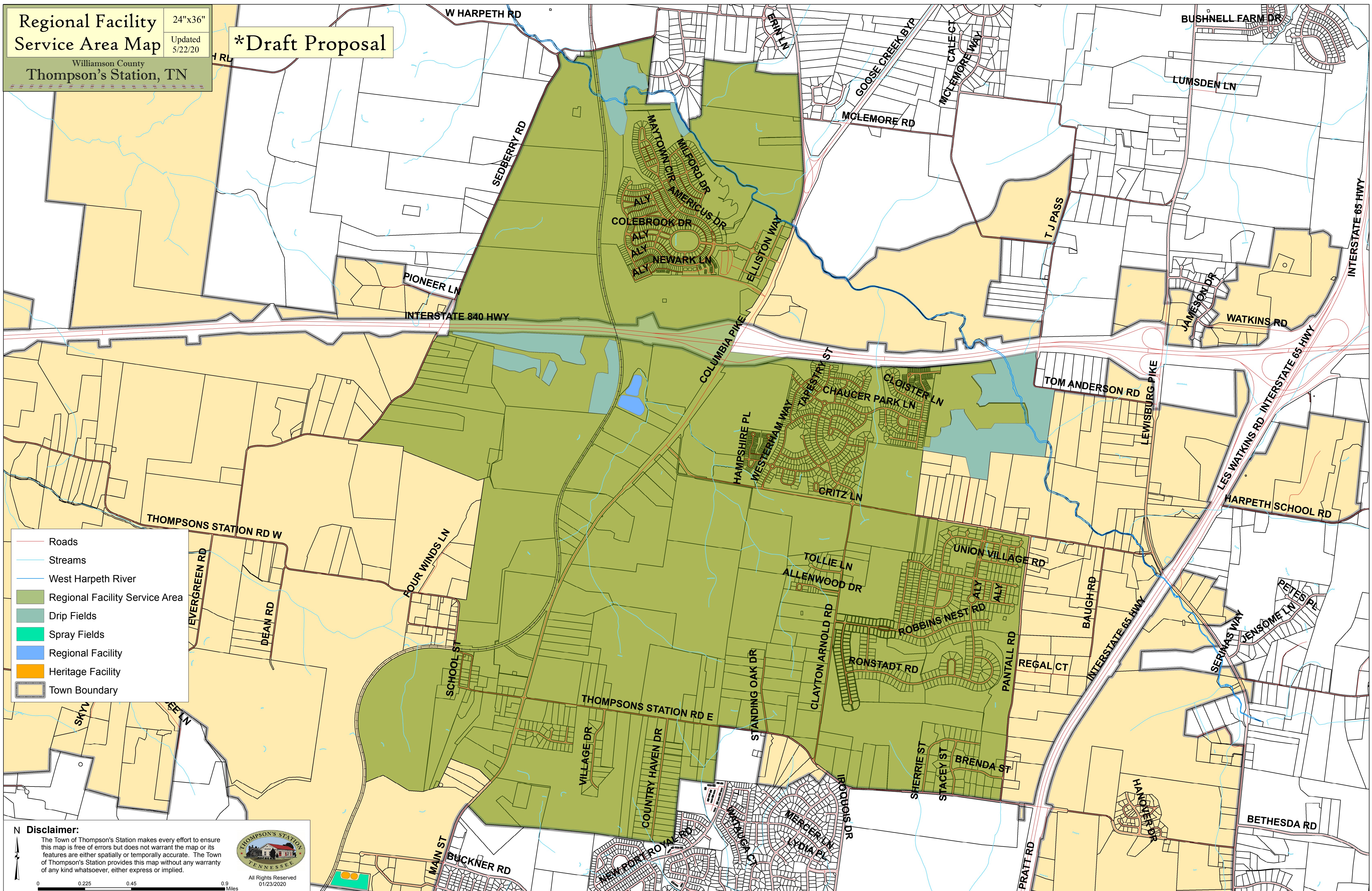
#### **18-307 Existing Sewer Tap Reservation**

- (1) Developers who have an existing sewer tap agreement with the Town will have those agreements honored per the executed agreement. If requested by the Town, it will be the responsibility of the developer to provide the agreement and documentation of the existing sewer tap reservation. Based on the existing executed agreement, the Developer shall pay prior to (90) days before the expiration of the agreement to reserve capacity, the remaining fees, included but not limited to, disposal fee, etc. to ensure the Town continues to reserve capacity for the unused taps that were reserved in the agreement. The remaining fees shall be paid at the then existing, current rate.

# **APPENDIX A**

## **Regional Wastewater Service Area Map**

**\*Draft Proposal**

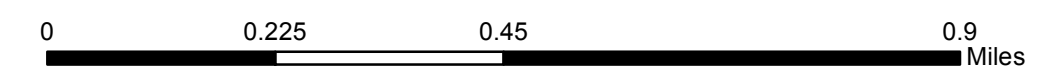


- Roads
- Streams
- West Harpeth River
- Regional Facility Service Area
- Drip Fields
- Spray Fields
- Regional Facility
- Heritage Facility
- Town Boundary

**Disclaimer:**  
 The Town of Thompson's Station makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate. The Town of Thompson's Station provides this map without any warranty of any kind whatsoever, either express or implied.



All Rights Reserved  
 01/23/2020



## **APPENDIX B**

# **Wastewater Capacity Reservation Application Form**

# 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					
Company					
Address					
City		State		Zip Code	
Email				Phone Number	
Signature					

## Applicant Information

Name					
Company					
Address					
City		State		Zip Code	
Email				Phone Number	
Signature					

## Parcel / Property Information

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

## Type of Development

<input 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

Project Number:		Date:	
-----------------	--	-------	--

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

\*if vacant skip to next section

Proposed Development	
Single Family Residence (# of units) *	
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



# **APPENDIX C**

## **TDEC Design**

**APPENDIX 2-A**

**Design Basis for Wastewater Flow and Loadings**

**Table 2-A.1. Typical Wastewater Flow Rates from Commercial Sources**  
(Source: Crites and Tchobanoglous, 1998)

FACILITY	UNIT	Flow, gallons/unit/day	
		Range	Typical
Airport	Passenger	2 - 4	3
Apartment House	Person	40 - 80	50
Automobile Service Station	Vehicle served	8 - 15	12
	Employee	9 - 15	13
Bar	Customer	1 - 5	3
	Employee	10 - 16	13
Boarding House	Person	25 - 60	40
Department Store	Toilet Room	400 - 600	500
	Employee	8 - 15	10
Hotel	Guest	40 - 60	50
	Employee	8 - 13	10
Industrial Building (Sanitary waste only)	Employee	7 - 16	13
Laundry (self-service)	Machine	450 - 650	550
	Wash	45 - 55	50
Office	Employee	7 - 16	13
Public Lavatory	User	3 - 6	5
Restaurant (with toilet)	Meal	2 - 4	3
	Customer	8 - 10	9
	Customer	3 - 6	6
Short order Bar/cocktail lounge	Customer	2 - 4	3
	Employee	7 - 13	10
Shopping Center	Parking Space	1 - 3	2
Theater	Seat	2 - 4	3

**Table 2-A.2. Typical Wastewater Flow Rates from Institutional Sources**  
(Source: Crites and Tchobanoglous, 1998)

FACILITY	UNIT	Flow, gallons/unit/day	
		Range	Typical
Assembly Hall	Seat	2 - 4	3
Hospital, Medical	Bed	125 - 240	165
	Employee	5 - 15	10
Hospital, Mental	Bed	75 - 140	100
	Employee	5 - 15	10
Prison	Inmate	80 - 150	120
	Employee	5 - 15	10
Rest Home	Resident	50 - 120	90
	Employee	5 - 15	10
School, day-only	Student	15 - 30	25
	Student	10 - 20	15
	Student	5 - 17	11
School, boarding	Student	50 - 100	75

Table 2-A.3. Typical Wastewater Flow Rates from Commercial Sources  
(Source: Crites and Tchobanoglous, 1998)

FACILITY	UNIT	Flow, gallons/unit/day	
		Range	Typical
Apartment, resort	Person	50 - 70	60
Bowling Alley	Alley	150 - 250	200
Cabin, resort	Person	8 - 50	40
Cafeteria	Customer	1 - 3	2
	Employee	8 - 12	10
Camps:			
Pioneer Type	Person	15 - 30	25
Children's, with central toilet/bath	Person	35 - 50	45
Day, with meals	Person	10 - 20	15
Day, without meals	Person	10 - 15	13
Luxury, private bath	Person	75 - 100	90
Trailer Camp	Person	75 - 125	125
Campground-developed	Person	20 - 40	30
Cocktail Lounge	Seal	12 - 25	20
Coffee Shop	Customer	4 - 8	6
	Employee	8 - 12	10
Country Club	Guests on-site	60 - 130	100
	Employee	10 - 15	13
Dining Hall	Meal Served	4 - 10	7
Dormitory/bunkhouse	Person	20 - 50	40
Fairground	Visitor	1 - 2	2
Hotel, resort	Person	40 - 60	50
Picnic park, flush toilets	Visitor	5 - 10	8
Store, resort	Customer	1 - 4	3
	Employee	8 - 12	10
Swimming Pool	Customer	5 - 12	10
	Employee	8 - 12	10
Theater	Seal	2 - 4	3
Visitor Center	Visitor	4 - 8	5

**Section 2.** That the Board of Mayor and Alderman by adopting and implementing the aforementioned policy and procedures for reservation of wastewater capacity does repeal Section 4 of Ordinance No. 10-007, with a heading of *Residential Capacity Letters*, as Section 4 of Ordinance No. 10-007 is rendered moot.

**Section 3.** If any section or part of the Ordinance, including any amendments thereto, is determined to be invalid for any reason, such section or part shall be deemed to be a separate and independent provision. All other sections or parts shall remain in full force and effect. If any section or part of the Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

**Section 4.** This ordinance shall take effect immediately upon the publication of its caption in a newspaper of general circulation after final reading by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Corey Napier, Mayor**

ATTEST:

\_\_\_\_\_  
Regina Fowler, Town Recorder

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

Submitted to Public Hearing on the \_\_\_\_ day of \_\_\_\_\_, 2020, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED AS TO FORM AND LEGALITY:

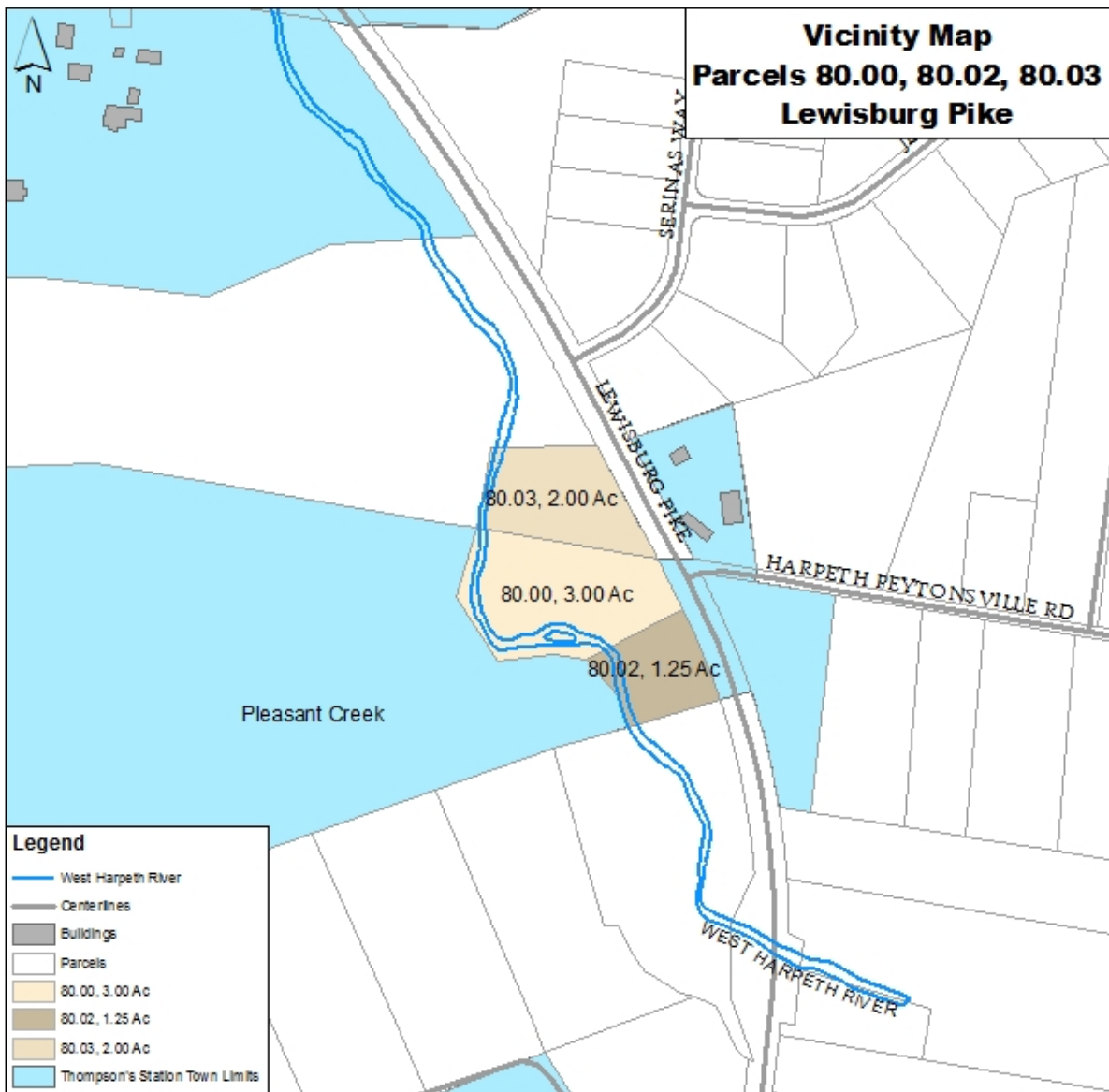
\_\_\_\_\_  
Town Attorney

**Staff Report – Item 9 (Rezone 2020-001)**

**Amend the Zoning Map to Rezone 6.19 acres for The Crossroad at Pleasant Creek (Map 144 80.00, Map 144 80.02, and Map 144 80.03) from D1 zoning to Community Commercial (CC) zoning.**

**PROJECT DESCRIPTION**

A request from Pleasant Creek, LLC to rezone 6.19 acres north of Thompson’s Station Road East, along the west side of State Route 106/Highway 431 (Lewisburg Pike) at the intersection of Harpeth Peytonsville Road to Community Commercial (CC) for a development called The Crossroad at Pleasant Creek.



**PURPOSE OF A ZONING MAP AMENDMENT OR REZONING REQUEST**

Changing the zoning of a particular parcel will allow the owner of the parcel to develop or use their property based on the corresponding use table within the Land Development Ordinance (Table 4.1 Land Use and Building Type). The Planning Commission reviewed this request at the January 28, 2020, meeting and, based on the General Plan, made a recommendation to the Board of Mayor and Aldermen for approval of the rezoning.

**ZONING**

The subject site is located within the G1 – Controlled Growth sector of the General Plan and is zoned as D1, which is a low intensity residential district that permits the development of single family residential with a density of one unit per acre. The site is bounded by agricultural and residential to the north, commercial and vacant land to the east, and residential to the south.

**ANALYSIS**

The subject property is located north of Thompson’s Station Road East, east of Interstate 65 with road frontage on Lewisburg Pike and is across from the intersection with Harpeth Peytonsville Road. The site is predominantly vacant with a few barn/outbuildings on site. The subject property is located within the G1 – Controlled Growth Sector of the General Plan which.

This site is located along an arterial state highway and an intersection with a major collector. Therefore, the transportation network adjacent to this site is conducive to commercial zoning. Additionally, commercial zoning exists across Lewisburg Pike and there is an existing commercial establishment located at 1883 Lewisburg Pike. Thus, this request functions as an extension of an existing commercial zone.

*The General Plan* recommends both a balanced mix of uses and a balanced mix of nonresidential uses throughout the Town. This request fits within the Goals and Policy of the General Plan.

Staff’s analysis finds that the CC zoning for the property is consistent with the General Plan goals and policies and will be developed in accordance with the Town’s Land Development Ordinance

At the Planning Commission meeting, the issue of wastewater disposal was raised. The applicant noted at the meeting that he had TDEC approval pending of a commercial septic system. Subsequent to the January Planning Commission meeting, TDEC and Williamson County noted that no septic has been approved for this site. Currently, it is staff’s understanding that wastewater service may be provide by the Pleasant Creek development, which directly abuts these parcels to the west, but that no agreements have been provided by the applicant to that effect.

**RECOMMENDATION**

Deferral until the wastewater issues for this site are resolved.

**ATTACHMENTS**

Request Letter

**ORDINANCE NO. 2020-009**

**AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE TOWN'S ZONING MAP BY REZONING 6.19 ACRES OF TERRITORY LOCATED WEST OF LEWISBURG PIKE NEAR THE HARPETH PEYTONSVILLE ROAD INTERSECTION (BEING TAX MAP AND PARCEL 144-80.00, 144-80.02 AND 144-80.03) FROM D1 TO COMMUNITY COMMERCIAL (CC) AS SHOWN ON THE ATTACHED MAP**

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

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

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

**Section 1.** That the Zoning Map of the Town of Thompson's Station, Tennessee is hereby amended by rezoning 6.19 acres of territory generally located west of Lewisburg Pike near the Harpeth Peytons ville Road intersection (being Tax Map and Parcel 144 80.00, 144 80.02 and 144 80.03) from D1 to Community Commercial (CC) as shown on the attached map attached hereto as Exhibit A.

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Corey Napier, Mayor

ATTEST:

\_\_\_\_\_  
Regina Fowler, Town Recorder

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

Submitted to Public Hearing on the \_\_\_\_ day of \_\_\_\_\_, 2020, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the \_\_\_\_ day of \_\_\_\_\_, 2020.

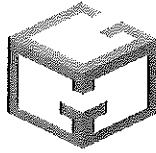
Recommended for approval by the Planning Commission on the 28<sup>TH</sup> day of January 2020.

APPROVED AS TO FORM AND LEGALITY:

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Town Attorney





**HUNTLY GORDON**  
A PROFESSIONAL LIMITED LIABILITY CORPORATION  
ATTORNEY AT LAW

---

January 21, 2020

Micah Wood, AICP  
Interim Town Planner  
Town of Thompson's Station  
1550 Thompson's Station Road  
Thompson's Station, Tn. 37179

Re: Reifschneider Rezone  
Williamson County Tax Map 144 Parcels 008.00, 008.02 and 008.03  
Approximately 6.19 acres

Dear Mr. Wood:

Please accept this letter as a rezoning request to the Town of Thompson's Station for the property referenced above which is currently zoned D-1 to CC – *Commercial Center*. It is adjacent to (across Lewisburg Pike) two parcels within the Town of Thompson's Station of the same designation sought - CC – *Commercial Center*. The adjacent Williamson County parcel across Lewisburg Pike has the hamlet designation.

Prior to annexation by the Town of Thompson's Station, Williamson County designated the subject parcels as community crossroads which is now referenced as hamlet in Williamson County. There are no adjacent properties not designated CC – *Commercial Center* within the Town of Thompson's Station.

The adjacent property to the north is in Williamson County's zoning jurisdiction and designated Municipal Growth Area (MGA-1). The adjacent property to the south is in Williamson County's zoning jurisdiction and designated Municipal Growth Area (MGA-1).

The subject parcels were originally designated as a commercial gateway to the original Pleasant Creek development; however, they are now independent of the Pleasant Creek development and seek rezoning to CC – *Commercial Center*.



Attached are the three vesting deeds for the parcels with descriptions. Extensive high-intensity septic mapping has occurred, and approval is currently pending with the State of Tennessee. The owner agrees to delay development until final septic approval is attained after which a formal development proposal consistent with the CC – *Commercial Center* zoning will be presented for consideration.

The subject parcels most recent use has been agricultural (cornfield) and they do not have any existing structures. The subject parcels front Lewisburg Pike which is designated as an arterial street with a minimum right of way of eighty-four (84) feet per the LDO. Please telephone me with any questions or concerns at the number below or email [huntly@huntlygordon.com](mailto:huntly@huntlygordon.com).

Cordially yours,

HUNTLY GORDON  
(615) 302-0100

Map	Parcel	First Name	Last Name	Street Address	City	State	Zip
144	34	SL	Parsley Jr.	1870 Lewisburg Pike	Franklin	TN	37064
154	5	Pleasant Creek Investments, LLC		144 Southeast Parkway, Suite 230	Franklin	TN	37064
144	79	Jeffrey S	Jobe	1914 Lewisburg Pike	Franklin	TN	37064
144	76	Jason	Wagner	9093 Chardonay Trace	Franklin	TN	37067
144	37	Gary	King	1883 Lewisburg Pike	Franklin	TN	37064
144PA	1	Connie	Rice	4000 Serinas Way	Franklin	TN	37064

**BID FORM**

**CONTRACT NO.** \_\_\_\_\_

**PROJECT DESIGNATION** (to appear on sealed envelope containing the bid):

**CRITZ LANE IMPROVEMENTS PROJECT**

**OWNER** (address bid submittal as follows):

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

**PROPOSAL OF** Rogers Group, Inc.,

(hereinafter called the "**Bidder**"), organized and existing under

the laws of the State of Indiana,

and doing business as A Corporation \*

\* (insert "A corporation", "a partnership", or "an individual" as applicable).

Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of:

**CRITZ LANE IMPROVEMENTS PROJECT**

having examined the Drawings, Specifications, other Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies and to construct the Project in accordance with the Contract Documents, within the limits established therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

The Bidder hereby agrees to commence work on Critz Lane Improvements on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the Project **within 500 calendar days from when the Town sends written notification to the bidder stating utility work is complete** thereafter as stipulated in the General Conditions. Bidder further

agrees to pay as liquidated damages the sum of \$1,000.00 per day for each consecutive calendar day thereafter as provided in Article 19 of the General Conditions.

Bidder acknowledges receipt of the following Addenda:

Addendum No. <u>1</u>	Dated <u>8/5/2020</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

The Bidder hereby agrees to furnish all labor, materials, and equipment for the construction of **CRITZ LANE Improvements Project, Contract No. \_\_\_\_\_**, as required for a complete operating installation as described in the Contract Documents for the Total Contract Price of:

One million four hundred ninety three thousand nine hundred  
\_\_\_\_\_ Dollars

(in writing)

and Zero cents.

Contract No. \_\_\_\_\_ **TOTAL CONTRACT PRICE: \$** 1,493,900.00  
(in figures)

The Bidder proposed the following Unit Prices and agrees to their use as the basis of adding to or deducting from the Total Contract Price, per Article 17; Changes in Work; of the General Conditions:

**BID FORM - ROADWAY** (Rev. Per Addendum 1 Dated 08-05-2020)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$42,000.00	\$42,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$28,000.00	\$28,000.00
202-02.21	REMOVAL OF PIPE (24" RCP UNDER PADDOCK PARK DRIVE)	L.F.	72	\$13.25	\$954.00
202-02.22	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	25	\$13.25	\$331.25
202-02.23	REMOVAL OF PIPE (36" CMP UNDER CRITZ LANE)	L.F.	46	\$13.25	\$609.50
202-02.24	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	23	\$13.25	\$304.75
202-02.25	REMOVAL OF PIPE (15" CMP UNDER CLAYTON ARNOLD)	L.F.	62	\$13.25	\$821.50
202-02.26	REMOVAL OF PIPE (12" RCP AT GRAVEL DR. ON CRITZ LANE)	L.F.	20	\$13.25	\$265.00
202-02.27	REMOVAL OF PIPE (18" CMP AT PVT. DR.. ON CRITZ LANE)	L.F.	30	\$13.25	\$397.50
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	8000	\$5.85	\$46,800.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	26000	\$15.10	\$392,600.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	2800	\$12.75	\$35,700.00
209-05	SEDIMENT REMOVAL	C.Y.	280	\$6.35	\$1,778.00
13,14 209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	1226	\$4.50	\$5,517.00
13,14 209-08.07	ROCK CHECK DAM PER	EACH	112	\$265.00	\$29,680.00
13,14 209-08.08	ENHANCED ROCK CHECK DAM	EACH	7	\$375.00	\$2,625.00
13,14 209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	6	\$135.00	\$810.00
13,14 209-40.30	CATCH BASIN PROTECTION (TYPE A)	EACH	1	\$800.00	\$800.00
4 303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	4950	\$20.85	\$103,207.50
1 303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	67	\$42.75	\$2,864.25
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2400	\$73.50	\$176,400.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	1575	\$71.00	\$111,825.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	20	\$575.00	\$11,500.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	70	\$42.00	\$2,940.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	10	\$600.00	\$6,000.00
3 411-01.10	ACS MIX (PG64-22) GRADING D	TON	960	\$109.50	\$105,120.00
6 604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	33	\$365.00	\$12,045.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	324	\$85.00	\$27,540.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	112	\$105.00	\$11,760.00
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	76	\$136.00	\$10,336.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	1	\$1,900.00	\$1,900.00
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	45	\$8.50	\$382.50
611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	4	\$3165.00	\$12,660.00
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	5	\$2,030.00	\$10,150.00
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$3,060.00	\$6,120.00
611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$5,065.00	\$10,130.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	6	\$7,600.00	\$45,600.00
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1	\$5,800.00	\$5,800.00
2 701-01.01	CONCRETE SIDEWALK (4")	S.F.	2125	\$5.80	\$12,325.00
5 701-02.03	CONCRETE CURB RAMP	S.F.	875	\$21.00	\$18,375.00
701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	7	\$1,650.00	\$11,550.00
702-01	CONCRETE CURB	C.Y.	22	\$645.00	\$15,290.00
702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	108	\$317.00	\$34,236.00
7 707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	170	\$1.60	\$272.00
1 709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	14	\$47.50	\$665.00
15 709-05.08	MACHINED RIP-RAP (CLASS B)	TON	6	\$43.25	\$259.50
712-01	TRAFFIC CONTROL	LS.	1	\$12,314.84	\$12,314.84
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50	\$40.50	\$2,025.00
712-06	SIGNS (CONSTRUCTION)	S.F.	230	\$8.50	\$1,955.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	168	\$16.00	\$2,688.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	550	\$3.75	\$2,062.50
8 713-11.21	P POST SLIP BASE	EACH	4	\$374.00	\$1,496.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	225	\$15.00	\$3,375.00
12 713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$535.00	\$535.00
17 714-03.03	DIRECT BURIAL CONDUIT (4" PVC, SCHEDULE 40)	L.F.	210	\$21.00	\$4,410.00
10 716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	25	\$26.50	\$662.50
10 716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	36	\$15.85	\$570.60
10 716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	6	\$158.50	\$951.00
10 716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	520	\$2.25	\$1,170.00
10 716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	121	\$31.75	\$3,841.75
10 716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	0.08	\$16,725.00	\$1,338.00

10	716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	54	\$26.31	\$1,425.06
11	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	2	\$1,000.00	\$2,000.00
	716-10.30	TRUNCATED DOME DETECTABLE WARNING MAT	S.F.	160	\$52.75	\$8,440.00
	716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	3	\$4,000.00	\$12,000.00
	717-01	MOBILIZATION	L.S.	1	\$55,000.00	\$55,000.00
1	740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	200	\$3.05	\$610.00
	801-02	SEEDING (WITHOUT MULCH)	UNIT	140	\$15.85	\$2,219.00
9	801-03	WATER (SEEDING & SODDING)	M.G.	14	\$265.00	\$3,710.00
	803-01	SODDING (NEW SOD)	S.Y.	220	\$10.60	\$2,332.00
16	805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	15350	\$2.15	\$33,002.50

**FOOTNOTES**

- 1 FOR USE OF CULVERT PROTECTION TYPE 1 PER TDOT DRAINAGE MANUAL TABLE 10SC-3
- 2 COST OF ITEM INCLUDES 4 INCHES OF MINERAL AGGREGATE BASE MATERIAL NEEDED AS SUBGRADE MATERIAL FOR SIDEWALK CONSTRUCTION WILL
- 3 34 TONS FOR PRIVATE DRIVES
- 4 240 TONS FOR PRIVATE DRIVES
- 5 PAYMENT SHALL INCLUDE ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY FOR CONSTRUCTION OF THE CURB RAMPS, INCLUDING INSTALLATION OF DETECTABLE WARNING SURFACES
- 6 PAYMENT SHALL INCLUDE ALL COSTS FOR CONSTRUCTING A TRUCK APRON INCLUDING MORTARED BRICK OR CONCRETE PAVERS, MORTAR SETTING BED AND CONCRETE BASE. CONTRACTOR TO CONFIRM MATERIAL WITH TOWN OF THOMPSON'S STATION PRIOR TO INSTALLATION
- 7 PAY ITEM TO BE USED FOR TEMPORARY TREE PROTECTION
- 8 ITEM TO BE USED ON DIRECTIONAL ROAD NAME SIGNS IN ROUNDABOUT SPLITTER ISLANDS
- 9 ITEM TO BE USED FOR EROSION PREVENTION AND SEDIMENT CONTROL
- 10 CONTRACTOR MAY ELECT TO SUBSTITUTE PREFORMED PLASTIC FOR THERMOPLASTIC. PREFORMED PLASTIC SHALL BE PAID FOR AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.
- 11 ITEM TO BE USED FOR TEMPORARY TRAFFIC CONTROL WHERE NECESSARY
- 12 ITEM TO BE USED FOR REMOVAL OF EXISTING SIGNS ALONG CRITZ LANE
- 13 SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT
- 14 ALL QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER
- 15 ITEM TO BE USED FOR CULVERT OUTLET PROTECTION
- 16 ITEM TO BE USED FOR GRASS STRIP AREA IN ROUNDABOUT
- 17 ITEM TO BE USED TO ALLOW FOR FUTURE IRRIGATION OR ELECTRICAL RUNS TO ROUNDABOUT CENTRAL ISLAND

<b>TOTAL BID</b>	
<b>TOTAL BID</b>	<b>\$1,493,900.00</b>
Total Bid (in words):	
<i>one million four hundred ninety three thousand nine hundred dollars and zero cents</i>	

Where the Bid Form requests prices in both words and figures, both blanks are to be completed; and in case of a discrepancy, words shall govern.

The above prices include all costs of labor, materials, supplies, equipment, overhead and profit and other items required to complete the work as required by the Contract Documents.

The Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **sixty (60) calendar days** after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall execute the formal Agreement within fifteen (15) days and deliver a Performance and Payment Bond(s) as required by the Contract Documents.

The Bid Security in the amount of 5% of Amount Bid  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

is to become the property of the Owner in the event the Agreement and Performance and Payment Bond(s) are not executed within the time set forth above, such payment is to be considered as liquidated damages for the delay and expense to the Owner caused thereby.

Respectfully Submitted:

Rogers Group, Inc.  
(Firm Name)

BY: Derek Roberts  
(Signature)

Derek Roberts  
(Typed or Lettered Name)

Division Vice President  
(Title of Individual Signing Bid)

1511 Nashville Hwy

Suite C

Columbia, TN 38401  
(Business Address)

SEAL  
(if Bid is by a Corporation)

**END OF BID FORM**



**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
Rogers Group, Inc. as Principal,  
and Travelers Casualty and Surety Company of America as Surety, are hereby held and  
firmly bound unto Town of Thompson's Station as Owner in the penal sum of  
Five Percent (5%) of the Amount Bid\*\*\*\*\* for The payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns. Signed this 10th day of  
August, 20 20. The condition of the above obligation is  
such that whereas the Principal has submitted to Town of Thompson's Station  
a certain BID attached hereto and hereby made a part hereof to enter into a contract in  
writing, for the Critz Lane Improvements Project, Thompson's Station, Tennessee

---

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NOW THEREFORE,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agree that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto


affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Rogers Group, Inc.

  
\_\_\_\_\_  
Principal (L.S.)

Travelers Casualty and Surety Company of America

\_\_\_\_\_  
Surety

BY   
\_\_\_\_\_  
Tina Foster, Attorney-In-Fact

**IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current List (Circular 570 as amended) and be authorized to transact business in the state where the project is located.**

**NOTE TO BIDDER:**

Bid Bond must be furnished utilizing this form unless the Owner approves an alternate form in writing. Such alternate form must be submitted to the Engineer for review no later than ten (10) days prior to the bid opening.

**END OF BID BOND FORM**



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tina Foster** of **KNOXVILLE Tennessee**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

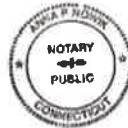
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **August**, 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3680.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**STATEMENT OF LICENSE CERTIFICATE**

**EACH CONTRACTOR AND/OR SUBCONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING:**

This is to certify that Rogers Group, Inc. have fully complied with all requirements of Chapter No. 6 of Title 62 of the Tennessee Codes Annotated. The Contractor's name, license number, expiration date of registration, and license classification appears on the envelope containing the bid, and I understand otherwise the bid will not be considered. Masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontractor's name, license number, expiration date of registration, and license classification likewise appears on the envelope containing the bid, and I understand otherwise the bid will not be considered. I further understand that failure to follow Tennessee State Bidding Laws will result in my bid being rejected and may subject my future bids to be banned for at least one (1) year from the date of submittal of this bid.

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Were issued Certificate No. 1774 on April 1, 2020 by  
the State Board of Licensing General Contractors.

Signed: Dave R. A.

**DRUG FREE WORKPLACE AFFIDAVIT**

STATE OF TENNESSEE  
COUNTY OF Williamson

DRUG FREE WORKPLACE AFFIDAVIT  
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for:

Rogers Group, Inc.  
(Name of Bidding Entity)  
1511 Nashville Hwy  
(Address of Bidding Entity)  
Suite C  
Columbia, TN 38401

on: 2. That the bidding entity has submitted a bid to the Town of Thompson's Station

Critz Lane Improvements  
(Insert Project Name)

3. That the bidding entity employs no less than five (5) employees.

4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with T.C. A. § 50-9-101-113.

5. That the affidavit is made on personal knowledge.

Further Affiant says not.

[Signature]  
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10<sup>th</sup> DAY OF August, 2018.



Helen Elizabeth Beech  
NOTARY PUBLIC

My Commission Expires: 11/22/2021

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Tennessee )

County of Williamson )

Derek Roberts, being first duly sworn, deposes and says that:

(1) He is Division Vice President of Rogers Group, Inc. (owner, partner, officer, representative, or agent) the Bidder who has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all the pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid prices of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner or person interested in the Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: Derek Roberts

Title: Division Vice President

Subscribed and sworn to before me  
This 10<sup>th</sup> day of August, 2020

By: Helen Elizabeth Beech

My Commission Expires 11/22/2021



## INDEMNIFICATION AGREEMENT

Rogers Group, Inc. agrees to indemnify and save the Government of Thompson's Station, the Town of Thompson's Station and individual, on or off duty, officers, and employees of the Town of Thompson's Station, harmless from any and all losses, damages and expenses, including court costs and attorney's fees, by reason of any loss, what-so-ever, arising out of or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the Town of Thompson's Station.

**PERFORMANCE-PAYMENT BOND FORM**

**KNOW ALL MEN BY THESE PRESENTS:**

that \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called **Principal**,  
(corporation, partnership or individual)

and \_\_\_\_\_ hereinafter  
(Name of Surety)

called **Surety**, are held and firmly bound unto the Town of Thompson's Station, Tennessee, 1550 Thompson's Station Road W, Thompson's Station, TN 37179, hereinafter called **Owner**, in the total aggregate penal sum of:

---

**PLEASE TYPE THE DOLLAR AMOUNT HERE**

in lawful money of the United States, for payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, copy of which is hereto attached and made a part hereof for the construction of:

**Critz Lane Improvements Project**

**NOW THEREFORE**, if the Principal shall will, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, an corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification hereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then these obligations shall be void; otherwise to remain in full force and effect.



**PROVIDED, FURTHER,** that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Contract or to the work to the Specifications.

**PROVIDED, FURTHER,** that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF,** this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

_____	_____
Principal Secretary	Principal
	BY: _____
(SEAL)	(Signature)
	_____
	(Type or Print)
	_____
_____	_____
Witness as to Principal	(Address)
_____	
(Type or Print)	
_____	
_____	
(Address)	

**ATTEST:**

_____	_____
	Surety

\_\_\_\_\_  
Witness to Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Type or Print)

\_\_\_\_\_  
(Type or Print)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTE:**      Date of Bond must not be prior to date of Contract.  
                  If Contractor is a partnership, all partners should execute Bond.

**AGREEMENT FORM**

**CRITZ LANE IMPROVEMENTS PROJECT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

**BETWEEN** the Owner:                   **THE TOWN OF THOMPSON'S STATION,  
TENNESSEE**

and the Contractor: \_\_\_\_\_

**WITNESSETH:** That and for in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees with the Owner to perform all the Work required by the Contact Documents and described as follows:

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of approximately 3200 linear feet of two-lane roadway and a roundabout at the intersection of Clayton Arnold Road and Critz Lane. Construction includes construction of turn lanes into Avenue Downs and Canterbury developments, pavement marking, signing and necessary drainage and stormwater appurtenances.

The Owner shall pay the Contractor for the performance of Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Price of:    \$ \_\_\_\_\_

---

**TYPE THE DOLLAR AMOUNT HERE**

Payment shall be made in accordance with Article 25 of the General Conditions, "Payments to Contractor", and any modifications thereof in the Supplementary Conditions. Said Contract Price shall constitute full and complete payment for all superintendence, labor, insurance bonds and other accessories and services necessary to complete the Work in accordance with the Contract Documents.

Said Contract Documents have been prepared by the Engineering Department of the Town of Thompson's Station and consist of this Agreement, General and Supplementary Conditions, Instructions to Bidders, Contractor's Modifications, as well as Drawings, Specifications and Addenda as enumerated in Article 1 of the Supplementary Conditions, all of which form the Contract and are as fully a part of the Contract as if attached to this document or repeated herein.

The Bidder hereby agrees to commence work on **Critz Lane Improvements** on or before a date to be specified in a written "Notice to Proceed" issued by the Owner and to fully complete the Project **within 500 calendar days from when the Town sends written**

**notification to the bidder stating utility work is complete** thereafter as stipulated in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of \$1,000.00 per day for each consecutive calendar day thereafter as provided in Article 19 of the General Conditions.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Agreement in five (5) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

**OWNER**

**TOWN OF THOMPSON'S STATION, TN**

1550 Thompson's Station Road West

Thompson's Station, TN 37179

\_\_\_\_\_  
Mr. Corey Napier  
Mayor

\_\_\_\_\_  
Witness

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**IMPORTANT NOTE:** If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contract on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

**ADDENDA**

No. 1  
No. \_\_\_\_\_  
No. \_\_\_\_\_  
No. \_\_\_\_\_  
No. \_\_\_\_\_  
No. \_\_\_\_\_

Date 8/5/2020  
Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_  
Date \_\_\_\_\_

August 11, 2020

Via Email: [k.mclawhon@thompsons-station.com](mailto:k.mclawhon@thompsons-station.com)

Mr. Kenneth McLawhon  
Town Administrator  
Town of Thompson's Station  
1550 Thompson's Station Road  
Thompson's Station, TN 37179

**RE: CRITZ LANE IMPROVEMENTS  
THOMPSON'S STATION, TN**

Dear Mr. McLawhon:

We have completed our tabulation of the bids received at 10:00 a.m. on August 10, 2020 for the construction of the Critz Lane Improvements Project.

A copy of the bid tabulation is attached for your review. A ranking of these bids is as follows:

<u>CONTRACTOR RANKING</u>	<u>BID AMOUNT</u>
1. Rogers Group, Inc.	\$1,493,900.00
2. Rawso, LLC	\$1,552,073.05
3. Civil Constructors, LLC	\$1,601,436.00
4. Volunteer Paving, LLC	\$1,701,978.72
5. Jarrett Builders, Inc.	\$1,921,232.00
6. Sessions Paving Company	\$2,241,229.50

Rogers Group, Inc. was found to be the lowest responsive, responsible bidder for the Critz Lane Improvements Project.

Subsequent to the bid opening, Ragan-Smith checked the bid prices, arithmetic, and tabulations to verify the above-listed totals. We also checked other bid documents and requirements for all submittals and no discrepancies were found for the lowest responsive, responsible bidder.

Accordingly, under provisions of the Bid Documents, Ragan-Smith recommends award of the Critz Lane Improvements Project to Rogers Group, Inc. based upon their qualification as the lowest responsive responsible bidder in the amount of \$1,493,900.00.

If you should have any questions regarding the above, please contact us.

Sincerely,

**RAGAN-SMITH ASSOCIATES, INC.**



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



F. Logan Reed, P.E.  
Project Manager

BSB/FLR:djb

Attachment

ESTIMATED ROADWAY QUANTITIES						Bidders											
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
						CIVIL	CIVIL	JARRETT	JARRETT	RAWSO	RAWSO	ROGERS	ROGERS	SESSIONS	SESSIONS	VOLUNTEER	VOLUNTEER
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 58,175.00	\$ 58,175.00	\$ 33,500.00	\$ 33,500.00	\$ 50,000.00	\$ 50,000.00	\$ 42,000.00	\$ 42,000.00	\$ 120,000.00	\$ 120,000.00	\$ 52,840.00	\$ 52,840.00
201-01	CLEARING AND GRUBBING	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 62,850.00	\$ 62,850.00	\$ 34,000.00	\$ 34,000.00	\$ 97,500.00	\$ 97,500.00	\$ 28,000.00	\$ 28,000.00	\$ 120,000.00	\$ 120,000.00	\$ 76,500.00	\$ 76,500.00
202-02.21	REMOVAL OF PIPE (24" RCP UNDER PADDOCK PARK DRIVE)	L.F.	72	\$ 23.50	\$ 1,692.00	\$ 15.00	\$ 1,080.00	\$ 37.00	\$ 2,664.00	\$ 49.00	\$ 3,528.00	\$ 13.25	\$ 954.00	\$ 25.00	\$ 1,800.00	\$ 30.50	\$ 2,196.00
202-02.22	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	25	\$ 23.50	\$ 587.50	\$ 24.00	\$ 600.00	\$ 37.00	\$ 925.00	\$ 34.00	\$ 850.00	\$ 13.25	\$ 331.25	\$ 20.00	\$ 500.00	\$ 61.95	\$ 1,548.75
202-02.23	REMOVAL OF PIPE (36" CMP UNDER CRITZ LANE)	L.F.	46	\$ 23.50	\$ 1,081.00	\$ 48.00	\$ 2,208.00	\$ 72.00	\$ 3,312.00	\$ 36.00	\$ 1,656.00	\$ 13.25	\$ 609.50	\$ 30.00	\$ 1,380.00	\$ 33.67	\$ 1,548.82
202-02.24	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	23	\$ 23.50	\$ 540.50	\$ 24.00	\$ 552.00	\$ 37.00	\$ 851.00	\$ 36.00	\$ 828.00	\$ 13.25	\$ 304.75	\$ 20.00	\$ 460.00	\$ 23.87	\$ 549.01
202-02.25	REMOVAL OF PIPE (15" CMP UNDER CLAYTON ARNOLD)	L.F.	62	\$ 23.50	\$ 1,457.00	\$ 22.00	\$ 1,364.00	\$ 37.00	\$ 2,294.00	\$ 28.00	\$ 1,736.00	\$ 13.25	\$ 827.50	\$ 20.00	\$ 1,240.00	\$ 26.58	\$ 1,647.96
202-02.26	REMOVAL OF PIPE (12" RCP AT GRAVEL DR. ON CRITZ LANE)	L.F.	20	\$ 23.50	\$ 470.00	\$ 20.00	\$ 400.00	\$ 37.00	\$ 740.00	\$ 51.00	\$ 1,020.00	\$ 13.25	\$ 265.00	\$ 20.00	\$ 400.00	\$ 27.46	\$ 549.20
202-02.27	REMOVAL OF PIPE (18" CMP AT PVT. DR.. ON CRITZ LANE)	L.F.	30	\$ 23.50	\$ 705.00	\$ 24.00	\$ 720.00	\$ 37.00	\$ 1,110.00	\$ 30.00	\$ 900.00	\$ 13.25	\$ 397.50	\$ 20.00	\$ 600.00	\$ 36.61	\$ 1,098.30
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	8000	\$ 25.00	\$ 200,000.00	\$ 3.45	\$ 27,600.00	\$ 9.50	\$ 76,000.00	\$ 10.50	\$ 84,000.00	\$ 5.85	\$ 46,800.00	\$ 12.00	\$ 96,000.00	\$ 4.80	\$ 38,400.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	26000	\$ 35.00	\$ 910,000.00	\$ 17.15	\$ 445,900.00	\$ 23.25	\$ 604,500.00	\$ 14.00	\$ 364,000.00	\$ 15.10	\$ 392,600.00	\$ 25.00	\$ 650,000.00	\$ 24.38	\$ 633,880.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	2800	\$ 20.00	\$ 56,000.00	\$ 12.00	\$ 33,600.00	\$ 12.00	\$ 33,600.00	\$ 9.50	\$ 26,600.00	\$ 12.75	\$ 35,700.00	\$ 21.00	\$ 58,800.00	\$ 12.32	\$ 34,496.00
209-05	SEDIMENT REMOVAL	C.Y.	280	\$ 15.00	\$ 4,200.00	\$ 18.00	\$ 5,040.00	\$ 6.50	\$ 1,820.00	\$ 14.00	\$ 3,920.00	\$ 6.35	\$ 1,778.00	\$ 10.00	\$ 2,800.00	\$ 19.60	\$ 5,488.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	1226	\$ 5.00	\$ 6,130.00	\$ 4.50	\$ 5,517.00	\$ 5.00	\$ 6,130.00	\$ 4.40	\$ 5,394.40	\$ 4.50	\$ 5,517.00	\$ 7.50	\$ 9,195.00	\$ 4.34	\$ 5,320.84
209-08.07	ROCK CHECK DAM PER	EACH	112	\$ 300.00	\$ 33,600.00	\$ 255.00	\$ 28,560.00	\$ 284.00	\$ 31,808.00	\$ 258.00	\$ 28,896.00	\$ 265.00	\$ 29,680.00	\$ 250.00	\$ 28,000.00	\$ 255.00	\$ 28,560.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	7	\$ 550.00	\$ 3,850.00	\$ 360.00	\$ 2,520.00	\$ 400.00	\$ 2,800.00	\$ 362.00	\$ 2,534.00	\$ 375.00	\$ 2,625.00	\$ 350.00	\$ 2,450.00	\$ 357.00	\$ 2,499.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	6	\$ 250.00	\$ 1,500.00	\$ 130.00	\$ 780.00	\$ 142.00	\$ 852.00	\$ 129.00	\$ 774.00	\$ 135.00	\$ 810.00	\$ 300.00	\$ 1,800.00	\$ 127.00	\$ 762.00
209-40.30	CATCH BASIN PROTECTION (TYPE A)	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 770.00	\$ 770.00	\$ 850.00	\$ 850.00	\$ 776.00	\$ 776.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 765.00	\$ 765.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	4950	\$ 40.00	\$ 198,000.00	\$ 35.00	\$ 173,250.00	\$ 18.40	\$ 91,080.00	\$ 21.00	\$ 103,950.00	\$ 20.85	\$ 103,207.50	\$ 35.00	\$ 173,250.00	\$ 18.36	\$ 90,882.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	67	\$ 200.00	\$ 13,400.00	\$ 55.00	\$ 3,685.00	\$ 42.00	\$ 2,814.00	\$ 46.65	\$ 3,125.55	\$ 42.75	\$ 2,864.25	\$ 40.00	\$ 2,680.00	\$ 42.72	\$ 2,862.24
307-01.01	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING A	TON	2400	\$ 100.00	\$ 240,000.00	\$ 53.50	\$ 128,400.00	\$ 78.00	\$ 187,200.00	\$ 53.80	\$ 129,120.00	\$ 63.50	\$ 152,400.00	\$ 90.00	\$ 216,000.00	\$ 55.27	\$ 132,648.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	1575	\$ 175.00	\$ 275,625.00	\$ 59.00	\$ 92,925.00	\$ 82.00	\$ 129,150.00	\$ 59.50	\$ 93,712.50	\$ 71.00	\$ 111,825.00	\$ 93.00	\$ 146,475.00	\$ 61.45	\$ 96,783.75
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	20	\$ 1,000.00	\$ 20,000.00	\$ 720.00	\$ 14,400.00	\$ 1,175.00	\$ 23,500.00	\$ 724.50	\$ 14,490.00	\$ 575.00	\$ 11,500.00	\$ 850.00	\$ 17,000.00	\$ 872.00	\$ 17,440.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	70	\$ 60.00	\$ 4,200.00	\$ 31.00	\$ 2,170.00	\$ 45.00	\$ 3,150.00	\$ 31.00	\$ 2,170.00	\$ 42.00	\$ 2,940.00	\$ 35.00	\$ 2,450.00	\$ 52.25	\$ 3,657.50
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	10	\$ 1,500.00	\$ 15,000.00	\$ 670.00	\$ 6,700.00	\$ 1,175.00	\$ 11,750.00	\$ 672.75	\$ 6,727.50	\$ 600.00	\$ 6,000.00	\$ 1,200.00	\$ 12,000.00	\$ 895.00	\$ 8,950.00
411-01.10	ACS MIX (PG64-22) GRADING D	TON	960	\$ 200.00	\$ 192,000.00	\$ 81.00	\$ 77,760.00	\$ 108.00	\$ 103,680.00	\$ 82.80	\$ 79,488.00	\$ 109.50	\$ 105,120.00	\$ 120.00	\$ 115,200.00	\$ 79.51	\$ 76,329.60
604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	33	\$ 1,100.00	\$ 36,300.00	\$ 760.00	\$ 25,080.00	\$ 790.00	\$ 26,070.00	\$ 1,020.90	\$ 33,689.70	\$ 365.00	\$ 12,045.00	\$ 815.00	\$ 26,895.00	\$ 755.00	\$ 24,915.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	324	\$ 125.00	\$ 40,500.00	\$ 70.00	\$ 22,680.00	\$ 161.00	\$ 52,164.00	\$ 63.00	\$ 20,412.00	\$ 85.00	\$ 27,540.00	\$ 110.00	\$ 35,640.00	\$ 53.58	\$ 17,359.92
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	112	\$ 160.00	\$ 17,920.00	\$ 83.00	\$ 9,296.00	\$ 171.00	\$ 19,152.00	\$ 69.00	\$ 7,728.00	\$ 105.00	\$ 11,760.00	\$ 135.00	\$ 15,120.00	\$ 64.43	\$ 7,216.16
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	76	\$ 180.00	\$ 13,680.00	\$ 122.00	\$ 9,272.00	\$ 195.00	\$ 14,820.00	\$ 141.00	\$ 10,716.00	\$ 136.00	\$ 10,336.00	\$ 190.00	\$ 14,440.00	\$ 123.75	\$ 9,405.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	1	\$ 1,200.00	\$ 1,200.00	\$ 1,775.00	\$ 1,775.00	\$ 2,550.00	\$ 2,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,900.00	\$ 1,900.00	\$ 1,500.00	\$ 1,500.00	\$ 887.40	\$ 887.40
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	45	\$ 2.50	\$ 112.50	\$ 9.00	\$ 405.00	\$ 21.00	\$ 945.00	\$ 3.50	\$ 157.50	\$ 8.50	\$ 382.50	\$ 5.00	\$ 225.00	\$ 3.06	\$ 137.70
611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	4	\$ 3,000.00	\$ 12,000.00	\$ 3,420.00	\$ 13,680.00	\$ 4,335.00	\$ 17,340.00	\$ 3,375.00	\$ 13,500.00	\$ 3,165.00	\$ 12,660.00	\$ 3,000.00	\$ 12,000.00	\$ 1,837.00	\$ 7,348.00
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	5	\$ 2,000.00	\$ 10,000.00	\$ 1,500.00	\$ 7,500.00	\$ 3,300.00	\$ 16,500.00	\$ 2,130.00	\$ 10,650.00	\$ 2,030.00	\$ 10,150.00	\$ 2,500.00	\$ 12,500.00	\$ 1,164.00	\$ 5,820.00
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 2,370.00	\$ 4,740.00	\$ 3,800.00	\$ 7,600.00	\$ 2,663.00	\$ 5,326.00	\$ 3,060.00	\$ 6,120.00	\$ 4,500.00	\$ 9,000.00	\$ 1,555.00	\$ 3,110.00
611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$ 3,800.00	\$ 7,600.00	\$ 5,890.00	\$ 11,780.00	\$ 6,800.00	\$ 13,600.00	\$ 5,950.00	\$ 11,900.00	\$ 5,065.00	\$ 10,130.00	\$ 5,000.00	\$ 10,000.00	\$ 3,210.00	\$ 6,420.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	6	\$ 8,000.00	\$ 48,000.00	\$ 8,415.00	\$ 50,490.00	\$ 5,700.00	\$ 34,200.00	\$ 6,885.00	\$ 41,310.00	\$ 7,600.00	\$ 45,600.00	\$ 7,500.00	\$ 45,000.00	\$ 6,750.00	\$ 40,500.00
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 4,250.00	\$ 4,250.00	\$ 3,770.00	\$ 3,770.00	\$ 2,720.00	\$ 2,720.00	\$ 5,800.00	\$ 5,800.00	\$ 4,500.00	\$ 4,500.00	\$ 1,997.00	\$ 1,997.00
701-01.01	CONCRETE SIDEWALK (4")	S.F.	2125	\$ 10.00	\$ 21,250.00	\$ 9.00	\$ 19,125.00	\$ 15.40	\$ 32,725.00	\$ 8.25	\$ 17,531.25	\$ 5.80	\$ 12,325.00	\$ 12.00	\$ 25,500.00	\$ 6.94	\$ 14,747.50
701-02.03	CONCRETE CURB RAMP	S.F.	875	\$ 25.00	\$ 21,875.00	\$ 21.00	\$ 18,375.00	\$ 15.00	\$ 13,125.00	\$ 23.40	\$ 20,475.00	\$ 21.00	\$ 18,375.00	\$ 27.00	\$ 23,625.00	\$ 20.66	\$ 18,075.00
701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	7	\$ 350.00	\$ 2,450.00	\$ 585.00	\$ 4,095.00	\$ 3,100.00	\$ 21,700.00	\$ 825.00	\$ 5,775.00	\$ 1,650.00	\$ 11,550.00	\$ 660.00	\$ 4,620.00	\$ 583.00	\$ 4,081.00
702-01	CONCRETE CURB	C.Y.	22	\$ 750.00	\$ 16,500.00	\$ 730.00	\$ 16,060.00	\$ 1,035.00	\$ 22,770.00	\$ 735.00	\$ 16,170.00	\$ 695.00	\$ 15,290.00	\$ 475.00	\$ 10,450.00	\$ 725.00	\$ 15,950.00
702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	108	\$ 500.00	\$ 54,000.00	\$ 250.00	\$ 27,000.00	\$ 400.00	\$ 43,200.00	\$ 253.50	\$ 27,378.00	\$ 317.00	\$ 34,236.00	\$ 292.00	\$ 31,536.00	\$ 250.00	\$ 27,000.00
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	170	\$ 2.50	\$ 425.00	\$ 1.60	\$ 272.00	\$ 2.00	\$ 340.00	\$ 1.55	\$ 263.50	\$ 1.60	\$ 272.00	\$ 11.00	\$ 1,870.00	\$ 1.53	\$ 260.10
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	14	\$ 55.00	\$ 770.00	\$ 77.00	\$ 1,078.00	\$ 85.00	\$ 1,190.00	\$ 76.00	\$ 1,064.00	\$ 47.50	\$ 665.00	\$ 50.00	\$ 700.00	\$ 123.40	\$ 1,727.60
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	6	\$ 40.00	\$ 240.00	\$ 93.50	\$ 561.00	\$ 109.00	\$ 654.00	\$ 72.50	\$ 435.00	\$ 43.25	\$ 259.50	\$ 50.00	\$ 300.00	\$ 111.37	\$ 668.22
712-01	TRAFFIC CONTROL	L.S.	1	\$ 75,000.00	\$ 75,000.00	\$ 25,145.00	\$ 25,145.00	\$ 20,000.00	\$ 20,000.00	\$ 20,500.00	\$ 20,500.00	\$ 12,314.84	\$ 12,314.84	\$ 65,000.00	\$ 65,000.00	\$ 10,000.00	\$ 10,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50	\$ 45.00	\$ 2,250.00	\$ 39.00	\$ 1,950.00	\$ 43.00	\$ 2,150.00	\$ 39.30	\$ 1,965.00						

716-10.30	TRUNCATED DOME DETECTABLE WARNING MAT	S.F.	160	\$ 50.00	\$ 8,000.00	\$ 49.00	\$ 7,840.00	\$ 56.00	\$ 8,960.00	\$ 49.50	\$ 7,920.00	\$ 52.75	\$ 8,440.00	\$ 53.00	\$ 8,480.00	\$ 49.00	\$ 7,840.00
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	3	\$ 3,500.00	\$ 10,500.00	\$ 2,925.00	\$ 8,775.00	\$ 3,700.00	\$ 11,100.00	\$ 3,312.00	\$ 9,936.00	\$ 4,000.00	\$ 12,000.00	\$ 3,200.00	\$ 9,600.00	\$ 2,550.00	\$ 7,650.00
717-01	MOBILIZATION	L.S.	1	\$ 100,000.00	\$ 100,000.00	\$ 74,885.00	\$ 74,885.00	\$ 68,750.00	\$ 68,750.00	\$ 101,500.00	\$ 101,500.00	\$ 55,000.00	\$ 55,000.00	\$ 30,000.00	\$ 30,000.00	\$ 94,500.00	\$ 94,500.00
740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	200	\$ 5.00	\$ 1,000.00	\$ 2.70	\$ 540.00	\$ 3.00	\$ 600.00	\$ 9.00	\$ 1,800.00	\$ 3.05	\$ 610.00	\$ 6.50	\$ 1,300.00	\$ 4.41	\$ 882.00
801-02	SEEDING (WITHOUT MULCH)	UNIT	140	\$ 20.00	\$ 2,800.00	\$ 31.00	\$ 4,340.00	\$ 17.00	\$ 2,380.00	\$ 31.00	\$ 4,340.00	\$ 15.85	\$ 2,219.00	\$ 35.00	\$ 4,900.00	\$ 30.60	\$ 4,284.00
801-03	WATER (SEEDING & SODDING)	M.G.	14	\$ 30.00	\$ 420.00	\$ 52.00	\$ 728.00	\$ 284.00	\$ 3,976.00	\$ 51.75	\$ 724.50	\$ 265.00	\$ 3,710.00	\$ 55.00	\$ 770.00	\$ 51.00	\$ 714.00
803-01	SODDING (NEW SOD)	S.Y.	220	\$ 5.00	\$ 1,100.00	\$ 14.00	\$ 3,080.00	\$ 11.50	\$ 2,530.00	\$ 10.35	\$ 2,277.00	\$ 10.60	\$ 2,332.00	\$ 8.00	\$ 1,760.00	\$ 10.20	\$ 2,244.00
805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	15350	\$ 3.00	\$ 46,050.00	\$ 1.20	\$ 18,420.00	\$ 2.30	\$ 35,305.00	\$ 0.95	\$ 14,582.50	\$ 2.15	\$ 33,002.50	\$ 1.25	\$ 19,187.50	\$ 0.95	\$ 14,582.50
<b>ESTIMATED TOTAL</b>				<b>\$ 2,922,525.50</b>	<b>\$ 2,922,525.50</b>	<b>\$ 1,601,436.00</b>	<b>\$ 1,601,436.00</b>	<b>\$ 1,921,232.00</b>	<b>\$ 1,921,232.00</b>	<b>\$ 1,552,073.05</b>	<b>\$ 1,552,073.05</b>	<b>\$ 1,493,900.00</b>	<b>\$ 1,493,900.00</b>	<b>\$ 2,241,229.50</b>	<b>\$ 2,241,229.50</b>	<b>\$ 1,701,978.72</b>	<b>\$ 1,701,978.72</b>



August 5, 2020

Via Email: [kmclawhon@thompsons-station.com](mailto:kmclawhon@thompsons-station.com)

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

**RE: PROFESSIONAL SERVICES PROPOSAL FOR  
CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES  
CRITZ LANE IMPROVEMENTS  
THOMPSON STATION, TENNESSEE**

Dear Mr. McLawhon:

**Ragan-Smith Associates, Inc.** is pleased to provide the following proposal to the **Town of Thompson's Station** for Professional CEI Services on the Critz Lane project.

## **INTRODUCTION**

**Ragan-Smith** has been asked by the **Town of Thompson's Station** to provide a scope of bidding and CEI services for the construction of the Critz Lane Improvements. Our understanding of the project has been developed from previous design services, meetings, and our current experience with and understanding of the accepted requirements for Bidding, Award, and CEI per the Tennessee Department of Transportation. The scope of services for projects utilizing local funds only can be negotiated based upon the Town's need or ability to provide in-house oversight or inspection in some areas. For the purposes of this proposal, we have prepared our estimate based upon a typical TDOT Local Programs contract scenario.

## **PROJECT TIMELINE**

Based upon our meeting, the Town has tentatively set a construction start date in the Winter of 2021 with completion date based upon project factors including school operations and the need for lane closures and detours throughout the construction period. We have estimated an **18-month construction duration** with active inspection of roadway construction for a **14-month period** after utility relocation is complete. Generally, for a Unit Price type of Construction Contract, inspection services are required any time the contractor is on site, and this duration determines the time required and associated fees. If the timeline varies, associated fees are subject to renegotiation. In addition, pre-bid and pre-construction, as well as final records and close-out activities will be required (similar to TDOT Local Programs and FHWA requirements).

## **DUE DILIGENCE**

We have developed our proposal based upon the following:

- Plans by Ragan-Smith Associates, dated July 13, 2020 for Critz Lane Improvements
- TDOT CEI Scope of Services (attached for information and reference)
- TDOT Construction Inspection Guide dated May 2017
- Construction Cost Estimate



## ASSUMPTIONS

- 18-month active roadway construction contract period (coordination only for initial 4-month utility relocation period)
- Unit price type construction contract (inspector measurement required)
- Full CEI services (i.e., TDOT Scope of Work)
- Survey quantity checks for earthwork
- One bid cycle
- EPSC bi-weekly
- Utility coordination (not inspection)
- Standard construction work schedule (no nighttime or weekend work)

## SCOPE OF BASIC SERVICES

### I. Pre-Bid Services

#### A. Pre-Bid Review / Bid Documents / Bidding & Award (*complete*)

**Ragan-Smith** will be responsible for a formal bid document to secure competitive unit price bids for construction. A bid document will be prepared with any Town-specific front-end documents and will include:

- Advertisement
- General and Supplemental Conditions
- Bid Bond and Performance Bonds
- Item Numbers, Estimated Quantities, and Bid From
- Specifications

After approval of the Bid Documents including the Plans, **Ragan-Smith** will coordinate advertisement and bidding procedures and assist with soliciting bids from responsible bidders. The bid document will include in the services a review of the project plans prior to bidding and advisory services in advance of the bid to advise on construction duration and the type of contracting method best suited to the project and factors related to local impact and funding. Notably, the items associated with the bid type, bid items, and Supplemental Conditions can be reviewed and the Town can consider the best combination of contracting requirements for their goals and objectives for the project. **Ragan-Smith** will coordinate through this review process any items that may come up either during the bid or after the contract is initiated that would result in additional costs or complications for the Town of Thompson's Station. **Ragan-Smith** will also review the proposal contract prepared to assure that all current requirements typically included in TDOT Local Programs Guidelines and the Local Program development process are taken into consideration. Finally, **Ragan-Smith** will review bids, prepare bid tabs and review each bid according to Guidelines for Awards of Construction Contracts and for any bid irregularities and make a recommendation for award to the lowest responsible bidder..

#### B. Pre-Construction / Utility Pre-Construction

After award, **Ragan-Smith** will coordinate a pre-construction meeting for the project as well as a utility pre-con if needed. **Ragan-Smith** will first formalize documentation for the contract including bonds, surety, insurance, contractor plan of action, list of subs, etc., and communicate schedule, communication protocol, special events or limitations on the contractor work time (i.e. school schedules), as well as requirements for erosion prevention and sediment control (EPSC) inspection, environmental areas of concern, materials certifications, labor documentation, and other reporting.

After completion of the pre-construction meetings, the Contract will be ready for Notice to Proceed to Construction and the formal start of construction timeline.



## II. Construction Management and Contract Admin

### A. Construction Management / Progress Meetings / Invoices

Throughout the construction process, **Ragan-Smith** will manage the CEI portion of the contract which includes coordinating work of the contractor, the requirements of the Town, providing good communication of the status of the project, and good documentation that the project is fulfilling the Town requirements as stipulated in the plans and contract.

**Ragan-Smith** will organize, schedule and manage progress meetings held either on a monthly, bi-weekly or other basis appropriate for the contract and construction stage, and document progress, schedule, cost, environmental controls and all other critical items for the duration of the project. Construction management will include coordination with outside utility companies as necessary, with contractors, subcontractors, the Town and other stakeholders to insure progression of the contract in a safe and efficient manner for the duration of the construction period. Construction management will also include interpretation of all TDOT and local policies, specifications, standards, special provisions, and standards of practice (SOPs) as they relate to the project.

### B. Contract Administration / Final Records

**Ragan-Smith** will manage and provide all contract administration and final records for the project generally following the standard of care established by the TDOT Local Programs Office. To this end, **Ragan-Smith** will review and document contractor and subcontractor work, payment and draw requests based upon unit price quantity checks, Engineer's monthly estimates, material certifications and records. **Ragan-Smith** will produce final records for the project which include all documentation on all construction processes, quantities, unit prices, payments, overruns, underruns, change orders, labor records, permitting, project close-out, and all other items required for the Town. **Ragan-Smith** will provide these documents in a format that can be maintained by the Town.

## III. Inspection

### A. Grading, Drainage, Paving

The project itself includes approximately 3,000± linear feet of roadway widening on Critz Lane with related earthwork, asphalt and concrete paving, utility relocations, culvert extensions, including 400' +/- on sidestreets: Paddock Park Drive and Clayton Arnold Road. A new single lane roundabout intersection will be constructed at that location as well with associated transitions, channelization, crosswalks, sidewalks, and central island. At the intersection of Lioncrest Lane and Avenue Downs Drive (proposed), left turn lanes will be added on Critz lane for turning traffic into sidestreets.

**Ragan-Smith** will provide in-the-field inspection when the contractor is on site and working. For the purposes of this proposal, we have estimated the contractor activity will vary from approximately 50% - 90% of working time. This inspection as related to grading, drainage and paving will include satisfactory erosion control, clearing, grubbing, unclassified earthwork, coordination of undercutting and borrow excavation, construction of drainage ditches, culverts and other facilities, and the oversight measurement and testing of pavement structure for the roadway. All acceptance testing will be completed per TDOT SOP 1-1 including concrete tested in the field, and asphalt and concrete checked for plant and material compliance as a part of acceptance testing requirements of TDOT.



**B. EPSC Inspection**

TDEC requires the contractor and CEI to conduct twice weekly EPSC inspections in compliance with the SWPPP, Construction General Permit, and TDOT EPSC Manual. The project will include environmental stormwater compliance and permitting, and all EPSC devices will be inspected as required twice (two times) weekly for the duration of construction. This inspection will include coordination with the contractor and the contractor’s environmental permitting representative, along with all reporting of devices at all outfalls on the project.

**C. Quantity Verification Surveys**

Since earthwork is to be bid on a unit price basis and may vary from quantities shown on the plans and in the contract documents, **Ragan-Smith** will do a pre-construction topographic survey of the project corridor along with quarterly supplemental surveys to establish the quantity of earthwork at any given point in time to satisfy payment estimates. At the end of the project, a comprehensive topographic survey will be completed to verify the final quantities of earthwork on the entire project. If undercut or borrow excavation is required, the surveys can be added to the scope of work in coordination with the Town and the contractor.

**IV. Direct Costs**

Mileage and truck charges will be billed per TDOT’s reimbursement rates (currently \$0.47 per mile and \$30.25 per day for truck charge).

**CONSTRUCTION SCHEDULE**

**Ragan-Smith** is available to proceed with the scope of services as outlined herein upon acceptance of this proposal. Construction field oversight and inspection will be initiated based upon the actual construction contract award by the Town, which was estimated in the project timeline above.

**COMPENSATION AND FEE SCHEDULE**

**Ragan-Smith** proposes to complete the above Scope of Work (see attached TDOT CEI Scope for full detail) for the **Lump Sum Fee of \$250,000**. These fees are based upon the projected construction duration and pre-construction and close-out requirements. We have not included fees associated with contract extension or overtime based upon contractor convenience or inactivity. Fees will be billed monthly based upon contract completion as determined by schedule duration.

I.	Pre-Bid Services .....	<i>complete</i>
	A. Pre-Bid Review / Bid Documents / Bid Assistance	
	B. Pre-Construction / EPSC and Utility Meetings	
II.	Construction Management and Contract Admin	
	A. Construction Management / Progress Meetings / Invoices.....	\$ 72,692
	B. Contract Administration / Final Records.....	42,983
III.	Inspection	
	A. Grading, Drainage, Paving .....	129,040
	B. EPSC Inspection (2 times per week).....	11,685
	C. Quantity Verification Surveys .....	14,505
IV.	Direct Costs ( <i>estimate</i> ).....	<u>9,161</u>
	<b>TOTAL LUMP SUM FEES .....</b>	<b>\$280,066</b>
	<b>TOTAL LUMP SUM FEES – ROUND TO.....</b>	<b>\$280,000</b>



**EXCLUSIONS**

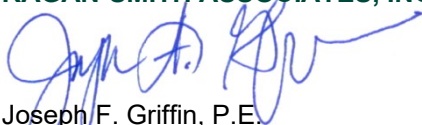
- No environmental commitments
- No utility specific inspections
- No weekend construction (contractor operations Monday – Friday)
- No redesign of plans
- No public meetings other than progress meetings and meetings with Town Staff
- No laboratory testing
- No additional bid cycles

Should additional work be required outside the Scope of Services noted above, said work will be mutually agreed to prior to commencing and billed hourly according to the **Ragan-Smith Schedule of Services and Expenses, Contract Terms and Conditions** (attached). Invoices will be submitted monthly based on a percentage of completion of the scope of services and are due and payable within 30 days of invoice date. Travel, shipping, printing, government fees and other such expenses directly related to the project will be billed at cost and are in addition to the quoted service fees above.


We appreciate the opportunity to provide this proposal to you and look forward to working with the Town of Thompson’s Station to complete this much needed project. If you agree to the terms, please sign and return a copy of this document that will serve as authorization to proceed with the work.

Sincerely,

**RAGAN-SMITH ASSOCIATES, INC.**



Joseph F. Griffin, P.E.  
Executive Vice President – Public Sector



Kenneth E. Freer, P.E., CPESC  
Vice President

JFG/KEF:djb

Attachments

**CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed/Typed Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

# RAGAN-SMITH ASSOCIATES, INC.

## SCHEDULE OF SERVICES AND EXPENSES

The below hourly billing rates are valid and effective for a period of one year from the date of the signed contract unless stated differently in the project specific work agreement. Hourly rates after this period will be based on the most current Ragan-Smith rate sheet and are therefore subject to increase.

### PROFESSIONAL SERVICES

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$230.00
Senior Project Manager	200.00
Project Manager	170.00
Professional Engineer	145.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Registered Landscape Architect	\$135.00
Registered Land Surveyor	135.00
Planner	135.00

### TECHNICAL SERVICES

<b>Classification</b>	<b>Hourly Rate</b>
Senior Designer	\$120.00
Senior Technician	115.00
Designer	105.00
Technician	105.00
Administrative Assistant	90.00

### FIELD SURVEY SERVICES

<b>Classification</b>	<b>Hourly Rate</b>
Survey Manager	\$110.00
Two Man Survey Crew	150.00
Three Man Survey Crew	190.00
One Man Robotic or GPS Survey Crew	150.00
3-D Laser Scanning Survey Crew	275.00

### CONSTRUCTION SERVICES

<b>Classification</b>	<b>Hourly Rate</b>
Construction Manager	\$170.00
CEI Resident Engineer	145.00
Asphalt/Concrete Plant Manager	120.00
Senior Inspector	110.00
CEI Contract Specialist	105.00
Inspector	90.00

### EXPENSES

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Sundries / Review/Submittal Fees:	Cost
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.

## CONTRACT TERMS AND CONDITIONS

**PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT** – Ragan-Smith Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from Ragan-Smith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of Ragan-Smith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

**STANDARD OF CARE** – Ragan-Smith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by Ragan-Smith.

**CONCEALED OR UNKNOWN CONDITIONS** – If conditions are encountered at the site that are concealed or unknown, then Ragan-Smith will be entitled to an equitable adjustment in the contract sum or contract time or both.

**OPINIONS OF COST** – When requested by the Client, Ragan-Smith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

**SITE ACCESS** – Client will grant or obtain free access to the site for all equipment and personnel necessary for Ragan-Smith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Ragan-Smith free access to the site.

**JOB SITE SAFETY** - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of Ragan-Smith nor the presence of Ragan-Smith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

**INSURANCE** – Ragan-Smith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

**LIMITATION OF LIABILITY** - In recognition of the relative risks and benefits of the project to both the Client and Ragan-Smith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of Ragan-Smith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$50,000 or Ragan-Smith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

**WAIVER OF CONSEQUENTIAL DAMAGE** – Ragan-Smith and Client waive their right to recover consequential damages against each other, and Ragan-Smith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

**PAYMENT TERMS** – Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

**LIEN RIGHTS** – The parties agree that the design services provided by Ragan-Smith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of Ragan-Smith's services, and the parties agree that Ragan-Smith will have lien rights in and to the property to the extent of the services provided by Ragan-Smith under this agreement regardless of whether any improvements are made to the property.

**DISPUTE RESOLUTION/MEDIATION** – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and Ragan-Smith agree to submit all such disputes to mediation prior to the commencement of litigation.

**TERMINATION** – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, Ragan-Smith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date

**Town of Thompson Station  
Critz Lane Improvements CEI  
Locally Funded**

**Schedule 1 - Man-Day Staffing Schedule**

	Pre-Con	1-Aug-20	1-Sep-20	1-Oct-20	1-Nov-20	1-Dec-20	1-Jan-21	1-Feb-21	1-Mar-21	1-Apr-21	1-May-21	1-Jun-21	1-Jul-21	1-Aug-21	1-Sep-21	1-Oct-21	1-Nov-21	1-Dec-21	1-Jan-22	1-Feb-22	1-Mar-22	1-Apr-22	1-May-22	Total Man-Days (MD) Total	Total Labor Hours (MDx8)
<b>Calendar Days</b>	0	31	30	31	30	31	31	28	31	30	31	30	31	31	30	31	30	31	31	28	31	30	31	<b>669.00</b>	<b>na</b>
<b>Contractor Working Days</b>	0	22	23	22	22	24	22	21	24	22	22	23	22	23	23	22	23	23	22	21	24	21	23	<b>494.00</b>	<b>na</b>
Project Manager/Engineer			9.0	1.0	1.0	1.0	0.5		0.5		0.5		0.5		0.5		0.5		0.5		0.5		1.0	17.0	136.00
CEI Manager			2.0	1.0	1.0	1.0	3.0	3.0	4.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	4.0	3.0	3.0	58.0	464.00
Sr. Inspector																									-
Inspector			1.0	1.0	1.0	1.0	8.0	10.0	14.0	15.0	17.0	20.0	19.0	20.0	20.0	17.0	16.0	13.0	11.0	8.0	7.0	4.0	2.0	225.0	1,800.00
EPSC Inspector				0.5	0.5	0.5	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	18.5	148.00
Contract Specialist			6.0	0.5	0.5	0.5	3.0	3.0	4.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	4.0	3.0	3.0	60.5	484.00
LA Inspector																									-
Survey Crew				2.0						1.0			1.0			1.0			1.0			1.0		7.0	56.00
CADD				2.0						1.0			1.0			1.0			1.0			1.0		7.0	56.00

**Schedule 2 - Vehicle Schedule**

	Pre-Con	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Total Mileage (Home Office to Project)	Total Truck Days (On Project)	
<b>Vehicle Mileage Based (30 mile office to site distance)</b>																										
CEI Manager	0	0	120	60	60	60	180	180	240	180	180	180	180	180	180	180	180	180	180	180	240	180	180		3,480.00	
EPSC Inspector	0	0	0	30	30	30	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60		1,110.00	
Contract Specialist																									-	
LA Inspector																									-	
Survey Crew	0	0	0	120	0	0	0	0	0	60	0	0	60	0	0	60	0	0	60	0	0	60	0		420.00	
<b>Total</b>																									5,010.00	
<b>*Daily Usage per TDOT Rates (per day rate)</b>																										
CEI Manager																										-
Sr. Inspector																										-
Inspector	-	-	1	1	1	1	8	10	14	15	17	20	19	20	20	17	16	13	11	8	7	4	2		225.00	
LA Inspector																										-
CADD																										-
<b>Total</b>																										225.00



**Town of Thompson Station  
Critz Lane Improvements CEI  
Locally Funded**

**Schedule 3 - Direct Labor Schedule**

<b>Home Office Overhead</b>		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
		Base Hours	Overtime Hours	Total Hours Worked	Hours for Premium Calcs.	Total Hours Paid	Pay for Premium Labor	Hourly Rate	Total Amount Paid for OH Calcs.
<b>Staffing</b>									
Project Manager/Engineer		136.00	0.00	136.00	0.00	136.00	\$0.00	\$47.50	\$6,460.00
CEI Manager		464.00	0.00	464.00	0.00	464.00	\$0.00	\$39.00	\$18,096.00
Sr. Inspector									
Inspector									
EPSC Inspector		148.00	0.00	148.00	0.00	148.00	\$0.00	\$26.67	\$3,947.16
Contract Specialist		484.00	0.00	484.00	0.00	484.00	\$0.00	\$30.00	\$14,520.00
LA Inspector									
Survey Crew		56.00	0.00	56.00	0.00	56.00	\$0.00	\$52.50	\$2,940.00
CADD		56.00	0.00	56.00	0.00	56.00	\$0.00	\$35.00	\$1,960.00
							\$0.00	Sub-Total	\$47,923.16

<b>Field Office Overhead</b>		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
		Base Hours	Overtime Hours	Total Hours Worked	Hours for Premium Calcs.	Total Hours Paid	Pay for Premium Labor	Hourly Rate	Total Amount Paid for OH Calcs.
<b>Staffing</b>									
Project Manager/Engineer									
CEI Manager									
Sr. Inspector									
Inspector		1800.00	0.00	1800.00	0.00	1800.00	\$0.00	\$26.67	\$48,006.00
EPSC Inspector									
Contract Specialist									
LA Inspector									
Survey Crew									
							\$0.00	Sub-Total	\$48,006.00

<b>Total Labor for Home Office Overhead Calculation</b>	<u><b>\$47,923.16</b></u>
<b>Total Labor for Field Office Overhead Calculation</b>	<u><b>\$48,006.00</b></u>
<b>Total Premium Labor</b>	<u><b>\$0.00</b></u>





Town of Thompson Station  
Critz Lane Improvements CEI  
Locally Funded

**Schedule 4 - Direct Cost Schedule**

ITEM	DESCRIPTION	QUANTITY	UNIT COST	MONTHS	COMMENTS/CALCULATIONS	COST/MONTH	TOTAL COST
	Office Staff Mileage	5,010.00	\$0.47				\$2,354.70
	Staff Vehicle Truck Charges (per day basis)	225.00	\$30.25				\$6,806.25
<b>TOTAL DIRECT COSTS</b>							<b>\$9,160.95</b>



Town of Thompson Station  
Critz Lane Improvements CEI  
Locally Funded

**Schedule 5 - Labor, Overhead, Fee, Direct Cost Summary**

A. Total Home office labor (from Schedule 3 - Direct Labor Schedule).....	\$	<u>47,923.16</u>
B. Total Field office labor (from Schedule 3 - Direct Labor Schedule).....	\$	<u>48,006.00</u>
C. Total Labor (Home and Field ) .....	\$	<u>95,929.16</u>
D. Federal Home office Audited Overhead rate of :           164.31%   (164.31% x A).....	\$	<u>78,742.54</u>
E. Federal Field office Audited Overhead rate of :           140.00%   (140% x B).....	\$	<u>67,208.40</u>
F. TOTAL DIRECT LABOR AND OVERHEAD (C + D + E).....	\$	<u>241,880.10</u>
G. TOTAL FEE ( F x 12.0%).....	\$	<u>29,025.61</u>
H. Premium labor (Schedule 3 - Direct Labor Schedule).....	\$	<u>-</u>
I. Direct costs (Schedule 4 - Direct Cost Schedule).....	\$	<u>9,160.95</u>

**Total Direct Labor, Overhead, Premium Labor, and Direct Cost (F + H + I)       \$251,041.05**

**Total Fee (G)       \$29,025.61**

**TOTAL COST PROPOSAL       \$280,066.67**

**TOTAL CONSTRUCTION COST ESTIMATE       \$2,745,000.00**

**CEI FEES AS PERCENTAGE OF CONSTRUCTION ESTIMATE       10.2%**

**TDOT  
PROPOSED SCOPE OF WORK - CEI**

**SCOPE OF SERVICES SUMMARY**

This document is to define as clearly as possible the duties of the consultant with regard to administration of the TDOT construction contract. The intent of the document is to give the Consultant the same responsibility and authority as TDOT personnel when administering a state highway construction contract. The administration of the TDOT highway construction contract will be conducted by the consultant in full cooperation with the TDOT District Supervisor and/or their representative(s) assigned to the project. The TDOT District Supervisor will have the final word in regard to challenges of consultant authority by the contractor or decisions made by the consultant regarding the work. The ultimate goal of the Department and the Consultant should be to administer the contract in a highly professional manner, conducive of a cooperative relationship between the Consultant, contractors, and the Department, and to complete the work on budget and on time with a minimum inconvenience and maximum safety to the public.

The responsibilities of the Consultant on this project may include:

**1. Project Management Meetings/Updates for transition to Consultant**

**Management and Inspections:** Attend meetings and coordinate with the TDOT office currently overseeing the project in order to transition project management and inspection services. Meet with contractor to address consultant management roles and procedures.

**2. Attend Weekly Meetings:** Prepare the agenda, attend, and conduct meeting every week with TDOT personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distributes typed minutes to the appropriate agencies and attendees.

**3. Project Administration:** Provide project administration and coordinate with the assigned TDOT District Supervisor. Prepare for and attend, when requested, any periodic or in-depth inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor Consultant hours worked on the project and justify need for overtime. Prior to starting work, submit to TDOT District Supervisor a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the TDOT District Supervisor and be available at any time in the case of an emergency on the project. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

**4. Provide Construction Inspection:** Provide effective and qualified supervision of all inspection services being conducted by Consultant and sub-consultants. The Consultant is not charged with the role of safety regulator, but shall notify the contractor immediately when safety issues are identified. Ensure any safety issues identified are corrected by the Prime Contractor. Imminent safety issues shall be corrected by the Prime Contractor before work proceeds in the affected area. All field technicians must be certified in the applicable TDOT certification workshops listed below:

- OSHA 10 Safety Training Construction (All field personnel)
- TDOT:
  - Asphalt Roadway Paving Inspector
  - Class 1 Concrete Technician
  - Asphalt Plant Tech Certification
  - Soils and Aggregate Technician
- TDEC:
  - EPSC Level 1 – For inspectors conducting EPSC inspections
  - EPSC Level 2 – For supervisors of EPSC inspections
- Nuclear Gauge Training
- Work Zone Traffic Control and Flagger
- Bridge Coating Inspector Certification
  - NACE
  - SSPC

Certification from another State Highway Department, nationally recognized institution, or other approved agency may be acceptable in lieu of the TDOT certification. Prior approval is required.

**5. Conduct Field Surveys:** Conduct and supervise surveying services to obtain original, final, as well as progress estimate quantities for payment of all earthwork pay items to the contractor. Establish horizontal and vertical control on the project to be utilized by the contractor for construction layout. Be prepared to justify quantities in case of discrepancies by contractors or the Department. Upon request, check construction layout when deemed necessary by the TDOT District Supervisor.

**6. Change Order, Force Account, and VECP:** Notify the TDOT District Supervisor of the necessity of any change orders. Negotiate prices for additional pay items with the contractor while adhering to the “Average Unit Price” listing when possible. Coordinate acceptance of prices with the TDOT District Supervisor. Prepare change orders on the supplied standard form and submit to the TDOT District Supervisor for final review and submittal for processing. The Change Order will also be required to be entered and tracked through SiteManager for final approval by TDOT Finance. Any work that cannot be negotiated with the prime contractor will be pursued by force account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value

Engineering Change Proposals to the TDOT District Supervisor for analysis and distribution to the appropriate division(s).

**7. Shop Drawings:** See specification for road and bridge construction.

**8. Quality Assurance, Testing for Acceptance, and Training:** *(The intent is for the Consultant to provide all field testing normally provided by the Department with employees certified to perform the tests. Copies of all certifications should be filed in the project records for review by the Department at any time. Any temporary waivers of certification or licensing will be reviewed by the Department for the final decision.)* Provide certification training to Consultant personnel for all necessary field testing and inspection. Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by the Department and distribute as required. Monitor documentation of testing by the contractor. Field testing by the Consultant includes, but is not limited to, all ACI tests for concrete including concrete plant for acceptance by the Department, nuclear density testing of earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the Departments sampling and testing schedule. *(Note: All tests normally to be performed by TDOT project personnel will be performed by the consultant.)* Also, included, as the responsibility of the consultant is miscellaneous checking of application rates and dimensions and bearings to assure conformance to Plans and Specifications, the Consultant will submit the initial information on forms supplied by the Department and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by the Consultant for conformity to the Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission. A Final Materials and Tests Certification will be submitted to the Materials and Tests Manager with the Final Records.

**9. Progress Payments:** The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by the special provisions in the contract, from change orders or force accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The TDOT District Supervisor must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the TDOT District Supervisor for review and payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the District Supervisor. Estimate "cut-off" will be as follows:

Region 1: the 20<sup>th</sup> of each month (15<sup>th</sup> day for June, November, and December)

Region 2 & 3: the last day of each month, except for the month of June with the submission of the quantities to the TDOT District Supervisor for review and payment by the sixth of each month.

Region 4: the 15<sup>th</sup> of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor's contracts should be on file prior to the first Progress Payment.

SiteManager will be utilized for all project records/documentation and estimate payments.

- 10. Revisions to the Contract Plans:** Any revisions to the contract plans or cross sections will be submitted to the TDOT District Supervisor for processing.
- 11. Distribution of Correspondence:** Submit to the TDOT District Supervisor a copy of all correspondence between the Consultant, contractor, subcontractor, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
- 12. Inspection of Work:** Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. Record field measurements in project records for review by the Department or auditors. The records will be recorded for review by the Department or auditors. The records will be recorded in SiteManager. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on forms supplied by the Department and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies.

Assure that the QA/QC consultant is performing the duties described in the Contract and review documents required quarterly by the QA/QC consultant prior to submitting to the TDOT District Supervisor for forwarding. Verify the days the QA/QC consultant is on the project. Coordinate the recommendations of the QA/QC consultant with the prime contractor for conformance to TDEC policies. Prepare to justify any and all pay quantities in the case of questions by the contractor or Department. Prepare an accurate daily diary, signed by the inspector in SiteManager, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report numbers, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.

- Days charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life.

**13. Contractor's Payrolls, Employee Interviews and Contract Compliance:** Receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify the TDOT District Supervisor prior to withholding payments. Conduct employee interviews on the forms submitted by the department and compare to the submitted payrolls for accuracy. Notify the prime contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance Office.

**14. Reports:** There are numerous reports, documents, etc. that must be generated in the process of contract administration. A copy will be provided by the Department prior to construction, or as needed. Any questions regarding the requirements can be forwarded to the TDOT District Supervisor for clarification at any time.

**15. Final Records:** Submit a compilation of project records in the Department's standard format to the Final Records Department after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate consultant hours after the project completion with the TDOT District Supervisor for approval.

**16. Project Claims:** Prepare documentation and assist in the defense of the Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

**17. Utility Relocations:** Utility relocations are subject to be a part of this contract. Relocations that are reimbursable will be inspected for quantities that will be reviewed and verified comparing utility company records prior to payment by the Department.

**18. Utility Coordination:**

- **Coordinate with affected utilities to ensure timely utility relocation:**
  - a. Review utility relocation schedules and drawings.
  - b. Monitor utility relocation progress versus the schedule.
  - c. Meet with utility representatives to discuss the work progress and schedule changes.
  - d. Communicate frequently with the contractor and TDOT to provide updates on the progress and any problems. The vast majority of communications will be written in the form of emails and meeting minutes.

- **Conduct weekly utility meetings as needed on-site or off-site:**
  - a. Prepare the agenda, attend, and conduct utility meetings weekly or biweekly as requested as well as record significant information and distribute written minutes to the attendees. Meetings should include TDOT personnel, contractor, utility personnel and representatives of other agencies affected by the project. Discussion should include recent progress, upcoming events in the schedule, and project-related problems or roadblocks.
- **Prepare and distribute any necessary reports:**
  - a. Provide frequent utility time and money savings reports. Prepare and distribute meeting minutes which document discussions about proposed changes and their potential effects on time and money savings.
- **Verify that utilities are located in accordance with the plans:**
  - a. Compare utility relocation work versus the plans. Confirm the facilities are located in accordance with the plans and do not conflict with other work show on the plans.
- **Coordinate with utilities and contractors to resolve conflicts:**
  - a. Meet with the utility, contractor and TDOT representatives to discuss any unexpected conflicts. Propose cost effective solutions to resolve conflicts that will minimize the schedule impact and cost to the project.
- **Assist the utilities, design firms, and TDOT with issues involving supplemental agreements:**
  - a. Help streamline the process to keep construction moving along smoothly.
  - b. Follow up with TDOT, contractors, and utilities on paper work and drawing submittals where changes are required.
- **Provide professional consulting services**
  - a. The consultant will provide professional consulting services including research and administrative services related to utilities work on roadway construction projects as requested by TDOT.

**19. Erosion Control:** This scope requires the provision of a qualified Erosion Prevention and Sediment Control (EPSC) Inspector with the capacity, upon request, to perform supplementary environmental engineering services associated with construction projects. The procedures contained within this scope follow the current National Pollution Discharge Elimination System (NPDES) Construction General Permit (CGP) and the TDOT Statewide Storm Water Management Plan (SSWMP) requirements.

The CONSULTANT shall be responsible for inspecting and reporting all EPSC activities and features within the project limits and affected areas during each site visit. All EPSC activities and features that occur between site visits shall be documented at the next site visit through inspection and/or information from the STATE project supervisor. The



activities outlined below will be performed throughout the life of the specified roadway contract. The CONSULTANT shall report directly to the STATE project supervisor. All communications to the contractor will be through the STATE project supervisor, unless otherwise specified by the STATE project supervisor. See - Delegation of Authority. If the STATE project supervisor specifies a designee, please provide the delegation of authority document, to the Contract Coordinator via email and posted on the STATE ftp site. See - Signature Form.

- Submit a written summary of qualifications for each inspector associated with the specific project assigned. Each inspector will be stated at the submittal of the estimate for services. No substitutions or additions to the original specified inspectors are allowed without written approval from the Contract Coordinator in the Headquarters Construction Division (HQ CD). The request to substitute and/or add inspectors must be made in writing to the Contract Coordinator, including no more than a one page summary of qualifications. Written approval must be received from the Contract Coordinator before these individuals are allowed to participate in the inspection services. If the inspector holds a Certified Professional in Erosion & Sediment Control (CPESC) certification, that certification must be specified.
- Copies of the project water quality permits, storm water coverage, the Storm Water Pollution Prevention Plan (SWPPP), and a half-size set of construction plans shall be made available to the CONSULTANT. The CONSULTANT shall obtain a copy of the contractor's permits and NOC for any off-site waste and/or borrow area for the STATE project supervisor.
- Participate in project meetings relative to EPSC, including pre-construction meeting, if possible, on-site meetings with the STATE and contractor, progress meetings, additional meetings required by the regulatory agencies and others as required. The STATE project supervisor may request participation by the CONSULTANT, in biweekly, or similar, meetings conducted by the STATE project supervisor to discuss progress, problems, (general, as well as specific), erosion control issues and their resolution.
- Make site visits to the construction site to:
  - a. Conduct a baseline evaluation, notes and pictures, at each outfall for
    - Documentation of the current conditions prior to road construction activities;
    - Inspection of changes related to siltation, in order to notify the STATE project supervisor of conditions that might negatively impact or have potential for erosion problems (i.e. stability of the bank, sediment deposition, and source impacts) to waters of the State;
  - b. Review and verify the proper installation, maintenance and effectiveness of EPSC devices/measures per project plans and the SWPPP, or as directed by the STATE project supervisor;

- c. Review the completed installation of EPSC devices;
  - d. Review the effectiveness of EPSC devices;
  - e. Recommend needed repairs, maintenance and additions to EPSC system;
  - f. Provide review of the contractor's repairs, maintenance and additions to the EPSC system. It shall be the responsibility of the STATE project supervisor to provide review of this work if reviews are required prior to the CONSULTANT'S routine inspection, except in emergency situations as deemed necessary by the STATE project supervisor. However, this review shall be documented by the CONSULTANT at the next routine site visit;
  - g. Review areas that have been seeded, mulched or otherwise stabilized for effectiveness and make recommendations for any deficient areas;
  - h. Review stabilization efforts which are to be completed as required by the current NPDES CGP and/or TDOT SSWMP after final grading or earth moving activities have ceased;
  - i. Review removal of vegetative ground cover occurring as required by the current NPDES CGP and/or TDOT SSWMP prior to grading or earth moving unless said area is seeded and/or mulched;
  - j. Review requirement of construction phasing for acreage of disturbance soil as required by the current NPDES CGP, the project SWPPP and/or TDOT SSWMP. If there is a discrepancy, please contact the STATE project supervisor for clarification.
  - k. Perform oversight of contractor's off-site waste and borrow areas for the project, as specified in the TDOT SSWMP;
  - l. Review compliance with the current NPDES Permit, TDOT SSWMP and any STATE (MS4) Municipal Separate Storm Water System NPDES permit requirements.
  - m. The frequency of the site visits shall be as follows:
    - Baseline evaluation prior to start of construction activities at outfalls;
    - As required by the current NPDES CGP and TDOT SSWMP;
    - As required for Quality Assurance (QA) Team compliance visits. The CONSULTANT will work in conjunction with or act as a part of the QA Team.
- Review and make recommendations on the EPSC plans, possibly prepared by others, so that:
    - a. All EPSC measures are modified to be effective at all times throughout the course of the project;

- b. The EPSC plan shows all boundaries of right-of-way and/or easements, as well as, the cut and fill slopes, and the watercourse and wetland boundaries contained within the ecology information provided by the TDOT Environmental Division (ED);
  - c. The timing of implementation regarding EPSC measures coincides with the construction of the road project;
  - d. Initial EPSC measures are in place before clearing, grubbing, excavation, grading, cutting or filling occurs;
  - e. EPSC measures for any relocation of utilities proposed are in place and provide protection for the project before clearing activities occurs if these activities are included as part of the roadway contract;
  - f. Phasing is appropriate for the EPSC measures and devices and EPSC plans and notes address phasing issues required to construct the project;
  - g. Stage construction of the EPSC measures is shown on projects and the most effective staging methods are used;
  - h. All conditions in Section 4 above are met;
  - i. If anything changes on the EPSC plans as shown in the field SWPPP it is documented in the field SWPPP. All revisions to the field SWPPP shall be made by the CONSULTANT at each field visit;
  - j. Documentation of all maintenance and repair items necessary on EPSC measures and the corrective action taken for it are shown in the SWPPP. All revisions to the field SWPPP shall be made by the CONSULTANT at each field visit.
- Provide comments, suggestions, and correspondence to the STATE project supervisor at each site visit. See – Circular Letter 209.01-02. The CONSULTANT shall follow-up site visit communications with the STATE project supervisor with a standard written summary within 48 hours of the site visit inspection, including a photo journal of areas. The CONSULTANT shall request from the STATE project supervisor a listing all other parties the CONSULTANT shall forward all appropriate information. In some cases, the STATE project supervisor will request that the CONSULTANT clarify any comments directly to the contractor. If this is the case, the CONSULTANT shall provide this service in the presence of the STATE project supervisor.
  - Maintain records, including documenting photographs (photo journal). See - Circular Letter 209.01-02.
  - Provide professional services related to the environmental engineering of roadway construction projects as requested by the STATE.
  - Prepare and submit reports to the STATE project supervisor, required by the NPDES CGP, the SWPPP, TDOT SSWMP, including:
    - a. Reports on deficiencies in the EPSC system and corrective actions undertaken. Information must be specific and recommendations for

improvement must be made in the report. The report shall address specifically any items that are reoccurring from past reports;

- b. TDOT Inspection reports See - Circular Letter 209.01-02;
- c. Summary of all site visits, including photos (See - Circular Letter 209.01-02);
- d. Quarterly reports;
- e. Other documentation required by SWPPP.

All documentation is to be placed on the STATE ftp site for viewing by others. A folder on this site will be set up for each of the CONSULTANT'S use. This folder must contain the name of the project including contract number for clarity. The file information and password, if needed, shall be supplied to the STATE project supervisor by email. All documentation shall be placed in a chronological series within these folders. Upon request, these reports shall be provided to the STATE construction office in paper form or via email.

Verbal reports shall be presented to the STATE project supervisor at each site visit and written reports within 48 hours, so that the contractor can install the necessary recommendations before the next anticipated rainfall event. An email notification shall be sent to the construction office within 48 hours after the inspection for their use.

- Any time the CONSULTANT becomes aware that sedimentation is occurring or has occurred in streams impacted by the project, the CONSULTANT shall evaluate the EPSC measures employed, make recommendations to the STATE project supervisor to repair or replace defective EPSC measures, and recommendations to install, as applicable, additional or other EPSC measures with the goal of eliminating future sedimentation. If a consensus is not reached between the STATE project supervisor, the contractor and the CONSULTANT on appropriate recommendations within 24 hours, the CONSULTANT shall notify the Regional Environmental Coordinator for elevation procedure. If authority has been delegated on this project, the STATE project supervisor shall be notified anytime a sediment release occurs.
- Acquire all appropriate signatures on EPSC inspection forms for these site visits when an inspection is completed. See - Signature Form. Appropriate signatures are required on all forms.
- The STATE and/or the Contractor shall install rain gauges at all sites where clearing, grubbing, excavation, grading, cutting or filling is being actively performed, or exposed soil has not yet been permanently stabilized. On specific projects, rain gauges may need to be installed at every mile within the project limits per the Environmental Permits Office. The STATE project supervisor may request the CONSULTANT check each gauge after every rainfall event occurring on these sites and maintain detailed records of rainfall events including dates, amounts of rainfall, and the approximate duration or starting and ending times. If the records are maintained by the STATE and/or the contractor, the

CONSULTANT shall be responsible for reviewing these documents at each site visit.

- Prepare and submit any proposals for revision to the EPSC plan to the STATE project supervisor for review and approval in time to allow review prior to implementation, except for recommendations for emergency repairs which will be submitted immediately.
- Maintain, within the SWPPP, a running index of revisions, dates, what occurred, and the page numbers of the EPSC sheets. The CONSULTANT shall make copies of this index for the STATE project supervisor each time a change is made. All implemented revisions shall be marked by the CONSULTANT in red within the field SWPPP, initialed, and dated for revision as soon as the STATE project supervisor, the contractor, and the CONSULTANT agree on changes as they are implemented in the field.
- If any revisions will interfere with any of the other water quality permits, the CONSULTANT shall contact the Manager of the Natural Resources Office within the ED for guidance before implementing.
- Be available, on call, to the STATE project supervisor in the event of an EPSC emergency.
- Keep a chronological log in sheet anytime a site visit, inspection, and/or attendance at meetings occurs. See – Log Sheet. This log in sheet must include the name of the individuals representing the STATE on behalf of the CONSULTANT, the date and time of inspection, and be signed by the STATE project supervisor. This log in sheet must be posted quarterly to the ftp site for inclusion in the STATE files.
- Comply with the evaluation process established by the STATE.
- Comply with any revisions to this scope proposed by the STATE.
- Comply with the cost proposal process established by the STATE.

The responsibilities of the Tennessee Department of Transportation – TDOT on this project are:

1. **TDOT District Supervisor:** Provide a District Supervisor to oversee and coordinate with CEI Supervisor.
2. **Public Information/Relations:** Manage public information/relations for project development.
3. **Materials Testing Laboratory:** Provide designated materials testing laboratory for all applicable testing requirements.
4. **Offsite Fabrication Inspection:** Provide inspection services for all materials manufactured off site (i.e. bridge beams, concrete pipe, etc.).
5. **Geotechnical Services:** Provide all Geotechnical services needed to complete project.

CRITZ LANE IMPROVEMENTS, THOMPSON'S STATION, TN  
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS

UPDATED: 7/14/2020

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$ 75,000.00	\$ 75,000.00
201-01	CLEARING AND GRUBBING	LS	1	\$ 75,000.00	\$ 75,000.00
202-02.21	REMOVAL OF PIPE (24" RCP UNDER PADDOCK PARK DRIVE)	L.F.	72	\$ 23.50	\$ 1,692.00
202-02.22	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	25	\$ 23.50	\$ 587.50
202-02.23	REMOVAL OF PIPE (36" CMP UNDER CRITZ LANE)	L.F.	46	\$ 23.50	\$ 1,081.00
202-02.24	REMOVAL OF PIPE (18" CMP AT PVT. DR. ON CLAYTON ARNOLD)	L.F.	23	\$ 23.50	\$ 540.50
202-02.25	REMOVAL OF PIPE (15" CMP UNDER CLAYTON ARNOLD)	L.F.	62	\$ 23.50	\$ 1,457.00
202-02.26	REMOVAL OF PIPE (12" RCP AT GRAVEL DR. ON CRITZ LANE)	L.F.	20	\$ 23.50	\$ 470.00
202-02.27	REMOVAL OF PIPE (18" CMP AT PVT. DR.. ON CRITZ LANE)	L.F.	30	\$ 23.50	\$ 705.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	8000	\$ 25.00	\$ 200,000.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	26000	\$ 35.00	\$ 910,000.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	2800	\$ 20.00	\$ 56,000.00
209-05	SEDIMENT REMOVAL	C.Y.	280	\$ 15.00	\$ 4,200.00
209-08.02	TEMPORARY SILT FENCE (WITH BACKING)	L.F.	1226	\$ 5.00	\$ 6,130.00
209-08.07	ROCK CHECK DAM PER	EACH	112	\$ 300.00	\$ 33,600.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	7	\$ 550.00	\$ 3,850.00
209-09.43	CURB INLET PROTECTION (TYPE 4)	EACH	6	\$ 250.00	\$ 1,500.00
209-40.30	CATCH BASIN PROTECTION (TYPE A)	EACH	1	\$ 1,000.00	\$ 1,000.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	8080	\$ 40.00	\$ 323,200.00
303-10.01	MINERAL AGGREGATE (SIZE 57)	TON	67	\$ 200.00	\$ 13,400.00
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2	TON	1302	\$ 175.00	\$ 227,850.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	19	\$ 1,000.00	\$ 19,000.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	72	\$ 60.00	\$ 4,320.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	4	\$ 1,500.00	\$ 6,000.00
411-01.10	ACS MIX (PG64-22) GRADING D	TON	950	\$ 200.00	\$ 190,000.00
604-01.01	CLASS A CONCRETE (ROADWAY)	C.Y.	33	\$ 1,100.00	\$ 36,300.00
607-03.02	18" CONCRETE PIPE CULVERT (CLASS III)	L.F.	324	\$ 125.00	\$ 40,500.00
607-05.02	24" CONCRETE PIPE CULVERT (CLASS III)	L.F.	112	\$ 160.00	\$ 17,920.00
607-07.02	36" CONCRETE PIPE CULVERT (CLASS III)	L.F.	76	\$ 180.00	\$ 13,680.00
611-07.01	CLASS A CONCRETE (PIPE ENDWALLS)	C.Y.	1	\$ 1,200.00	\$ 1,200.00
611-07.02	STEEL BAR REINFORCEMENT (PIPE ENDWALLS)	LB.	45	\$ 2.50	\$ 112.50
611-07.31	18IN ENDWALL (SIDE DRAIN)	EACH	4	\$ 3,000.00	\$ 12,000.00
611-07.54	18IN ENDWALL (CROSS DRAIN) 3:1	EACH	5	\$ 2,000.00	\$ 10,000.00
611-07.57	24IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$ 3,000.00	\$ 6,000.00
611-07.63	36IN ENDWALL (CROSS DRAIN) 3:1	EACH	2	\$ 3,800.00	\$ 7,600.00
611-14.02	CATCH BASINS, TYPE 14, > 4' - 8' DEPTH	EACH	6	\$ 8,000.00	\$ 48,000.00
611-42.01	CATCH BASINS, TYPE 42, 0' - 4' DEPTH	EACH	1	\$ 3,000.00	\$ 3,000.00
701-01.01	CONCRETE SIDEWALK (4 ")	S.F.	2125	\$ 10.00	\$ 21,250.00
701-02.03	CONCRETE CURB RAMP	S.F.	875	\$ 25.00	\$ 21,875.00
701-03	CONCRETE MEDIAN PAVEMENT	C.Y.	7	\$ 350.00	\$ 2,450.00
702-01	CONCRETE CURB	C.Y.	22	\$ 750.00	\$ 16,500.00
702-03	CONCRETE COMBINED CURB AND GUTTER	C.Y.	108	\$ 500.00	\$ 54,000.00
707-08.11	HIGH-VISIBILITY CONSTRUCTION FENCE	L.F.	170	\$ 2.50	\$ 425.00
709-05.06	MACHINED RIP-RAP (CLASS A-1)	TON	14	\$ 55.00	\$ 770.00
709-05.08	MACHINED RIP-RAP (CLASS B)	TON	6	\$ 40.00	\$ 240.00
712-01	TRAFFIC CONTROL	L.S.	1	\$ 75,000.00	\$ 75,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	50	\$ 45.00	\$ 2,250.00
712-06	SIGNS (CONSTRUCTION)	S.F.	230	\$ 10.00	\$ 2,300.00
712-07.03	TEMPORARY BARRICADES (TYPE III)	L.F.	168	\$ 20.00	\$ 3,360.00
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	550	\$ 5.00	\$ 2,750.00
713-11.21	P POST SLIP BASE	EACH	4	\$ 350.00	\$ 1,400.00
713-13.02	FLAT SHEET ALUMINUM SIGNS (0.080" THICK)	S.F.	225	\$ 20.00	\$ 4,500.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$ 2,000.00	\$ 2,000.00
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	25	\$ 30.00	\$ 750.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	36	\$ 20.00	\$ 720.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	6	\$ 170.00	\$ 1,020.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	520	\$ 3.25	\$ 1,690.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	121	\$ 35.00	\$ 4,235.00
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	0.08	\$ 8,000.00	\$ 640.00

716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	54	\$ 20.00	\$ 1,080.00
716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	2	\$ 1,000.00	\$ 2,000.00
716-10.30	TRUNCATED DOME DETECTABLE WARNING MAT	S.F.	160	\$ 50.00	\$ 8,000.00
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	3	\$ 3,500.00	\$ 10,500.00
717-01	MOBILIZATION	L.S.	1	\$ 100,000.00	\$ 100,000.00
740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	200	\$ 5.00	\$ 1,000.00
801-02	SEEDING (WITHOUT MULCH)	UNIT	140	\$ 20.00	\$ 2,800.00
801-03	WATER (SEEDING & SODDING)	M.G.	14	\$ 30.00	\$ 420.00
803-01	SODDING (NEW SOD)	S.Y.	220	\$ 5.00	\$ 1,100.00
805-12.01	EROSION CONTROL BLANKET (TYPE I)	S.Y.	15350	\$ 3.00	\$ 46,050.00
<b>ESTIMATED TOTAL</b>					<b>\$ 2,745,970.50</b>

# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

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

Project: Critz Lane Utility Relocation Project

Location: Thompson's Station, Tennessee

Description of Project: Barge will provide bid documents, bid phase services, and construction administration for the relocation of two wastewater system pipelines along Critz Lane.

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 Exhibit A and Exhibit 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, Tennessee	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address: 1550 Thompson's Station Rd W Thompson's Station, TN 37179	Address: 615 Third Ave South Nashville, TN 37210
Date Signed:	Date Signed:



**Exhibit A  
Scope of Services  
Critz Lane Utility Relocation Project  
For the  
Town of Thompson's Station, Tennessee**

## Background

The Town of Thompson's Station (Town) has plans to make road improvements to Critz Lane. There are currently two existing wastewater system pipelines located in the right-of-way along Critz Lane. Due to the location of these lines and the scope of the planned improvements for the roadway, it will be necessary to relocate these two pipelines to avoid conflicts with the improvements.

## Project Description

The Critz Lane Utility Relocation project will consist of the design of the relocation of two pipelines. The pipelines consist of one 8-inch wastewater force main and one 8-inch re-use pipeline which are currently running parallel to each other in the right-of-way of Critz Lane. The length of the pipelines which will require relocation is approximately 2,000 linear feet.

## Task 1 – Project Management

The objective of the Project Management task is to implement the appropriate management procedures and actions to facilitate services and products to the Town. The project management task will generally include the following activities:

1. Perform general project management duties including supervision and coordination of the project team, review of project costs and billings, status reports, scheduling, and communication with the Town.
2. Kickoff Meeting – Barge will conduct a kickoff meeting with the Town to review the project scope, project schedule, communication protocols, and project deliverables. The kickoff meeting is the opportunity to confirm the Town's expectations and goals for a successful project delivery. A meeting summary will be prepared for the meeting, issued to the project team, and revised to incorporate comments.
3. Progress Reports – Monthly progress reports will be submitted with invoices to summarize the ongoing project tasks, schedule, budget, outstanding issues, and status of deliverables.

## Task 2 – Final Design

### 2.1 90% Design Documents

Barge will perform the following tasks as part of the design phase:

1. Utilizing existing site survey, prepare design drawings for relocation of two existing pipelines. In

addition, standard details, standard notes, and erosion control drawings will be developed.

2. Prepare technical specifications.
3. Prepare front end construction contract documents (Divisions 0 and 1) in conjunction with Town purchasing requirements.
4. Develop Opinion of Probable Construction Cost (OPCC) using information from previous projects of similar scope, equipment suppliers, Barge's records, and other similar sources. Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and Barge's OPCC is made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.
5. Facilitate a review meeting with the Town at submission of 90% design documents. A meeting summary will be prepared and issued to the project team, and the design documents will be revised to incorporate comments.
6. Deliverables:
  - a. 90% Design Drawings and Specifications
  - b. 90% OPCC
  - c. 90% Review Meeting Summary

## 2.2 Finalize Bidding Documents

1. Incorporate comments received from the Town on the 90% design documents and finalize the documents for bidding.
2. Update OPCC if applicable.
3. Prepare permit applications and/or plan review set for submission to the Tennessee Department of Environment and Conservation (TDEC).
4. Deliverables:
  - a. Final Bidding Documents
  - b. Updated OPCC

## Task 3 – Bid Phase Services

During the bid phase of the project, Barge will provide the following services:

1. Assist the Town with the solicitation of construction bids for the project.
2. Prepare an advertisement for the project for the Town's use.
3. Distribute contract documents to bidders, maintain plan holders list.
4. Respond to bidder requests for information and issue addenda (if needed) to the contract documents.
5. Assist the Town in conducting the bid opening, prepare bid tabulation, and make a recommendation to the Town concerning the award of the construction contract.
6. Attend one Board of Mayor and Alderman (BOMA) meeting to present bid results and recommendation of award.
7. Prepare conformed contract documents and coordinate execution of construction contract.
8. Deliverables
  - a. Bid advertisement,
  - b. Addenda to bidding documents,
  - c. Bid tabulation,
  - d. Recommendation of award, and
  - e. Conformed contract documents.

## Task 4 – Construction Administration

During the construction phase of the project, Barge will provide the following services:

1. Conduct preconstruction kickoff meeting with the Town staff and Contractor.
2. Conduct weekly four-hour site visits during the course of the project, to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. Barge's employees shall not, during such visits or as a result of such observations of Contractors work in progress, supervise, direct or have control over Contractors work nor shall Barge have authority or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, codes or orders applicable to Contractor furnishing and performing their work. Barge's effort shall be directed toward providing assurance to the Client that the completed project will conform and comply with the contract documents.
3. Provide additional instructions to the Contractor as may be necessary to interpret and clarify the contract documents and prepare work directive changes and change orders as required. It is assumed there will be up to three change orders or work change directives.
4. Review Contractors submittals, such as shop drawings, samples, and equipment data. Such reviews or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or safety precautions and programs incident thereto. It is assumed there will be eight submittals.
5. Review and monitor construction schedule of Contractor.
6. Review Contractor's partial and final pay estimates and make recommendations to the Town concerning payment to Contractor.
7. Conduct site visit to determine if the project is substantially complete; to determine if the project has been completed in accordance with the contract documents; and if the Contractor has fulfilled all of their obligations there under so that Barge may approve, in writing, final payment to each Contractor. With input from Town staff, prepare and issue punch list which is developed during the site visit.
8. Conduct up to two progress meetings with the Town and Contractor during the Construction Phase.
9. Barge shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractors or subcontractor's or supplier's agents or employees or any other persons (except Barge's employees or agents) at the site or otherwise furnishing or performing any of the Contractors work.

### Assumptions:

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

- Front end documents provided by Barge shall be used as a basis for discussions to arrive at a mutually agreeable set of front-end documents. If Town standard documents are required to be used, additional effort may be required to coordinate with technical specification references.
- Barge standard design procedures, drafting standards, and typical drawing details will be used in the development of the construction documents. The drawings will be 22x34 sheet size.
- Geotechnical services are not included.
- Subsurface Utility Engineering (SUE) is not included in this scope of services.
- Existing survey will be utilized in the design of the project. Any additional surveying services required for property transfers or easements including establishment of property lines and rights of way are not included in the basic services proposal and will be considered additional services.
- Town shall be responsible for payment of all permit and application review fees.
- Assistance with public relations or legal/administrative proceedings are not included in this scope of services.

## 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 cost to complete the scope of work as defined in the tasks above is estimated to be \$35,000. The budget status will be summarized monthly in our progress report and invoice submittal.

## Project Schedule

Barge will complete the 90% document design in three weeks and will provide final bidding documents one week after the 90% review meeting. Barge assumes that construction will take approximately three months to complete.



**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 \$190
Professional Engineer.....	\$110 to \$190
Senior Designer.....	\$120 to \$130
Professional Land Surveyor.....	\$110 to \$130
Engineer-In-Training.....	\$90 to \$125
Designer or CADD Technician.....	\$75 to \$110
Project Administrator, Administrative Assistant.....	\$80 to \$100
Surveyor.....	\$60 to \$75

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, 2021, after which the rates may be adjusted annually based on average salary adjustments.

**ORDINANCE NO. 2020-010**

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO  
AMEND TITLE 14, CHAPTER 2 OF THE MUNICIPAL CODE FOR THOMPSON'S  
STATION**

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee did, after a public hearing, pass on the first and second readings on and respectively, an Ordinance creating a separate Design Review Commission and codified by Municipal Code Title 14, Chapter 2 pursuant to the statutory authority under TENN. CODE ANN. § 6-2-201 (33); and

WHEREAS, the Design Review Commission of the Town of Thompson's Station, Tennessee has been acting and proceeding under that authority and whereas the statutory provisions under TENN CODE ANN. § 6-4-133 have been revised by the State of Tennessee related to certain portions of the Municipal Code applicable to the Design Review Commission; and

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee has determined the need to amend Title 14, Chapter 2 of the Municipal Code reflective of those statutory revisions related to the Design Review Commission; specifically in Municipal Code Section 14-201 related to the use of the current International Building Code and Municipal Code Section 14-202 as it relates to the appointment of members to the Design Review Committee; and

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

**Section 1.** That the Town of Thompson's Station's Municipal Code Chapter 14 be amended as provided hereinafter;

**Section 2.** That the Town of Thompson's Station's Municipal Code Section 14-201 is amended by deleting the current language of Section 14-201 and replacing the language with the following:

There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2015 International Building Code or as it relates to the prospective version(s) of the International Building Code adopted and utilized by the Town of Thompson's Station) and any entrance to non-residential developments within the municipality.

A copy of the "Design Guidelines" adopted by the town on September 9, 2008, is located in Appendix B of this Code or a current copy may be requested from the Planning and Codes office for the Town of Thompson's Station. (Ord. #07-002, February, 2007, modified, Ord. #2020-010, date)



**Section 3.** That the Town of Thompson's Station's Municipal Code Section 14-202 is amended by deleting the current language of Section 14-202 and replacing the language with the following:

The Mayor shall appoint the members of the design review commission from residents of the municipality and shall strive to ensure that the membership is representative of the municipality as a whole, including, if possible, members with either architectural or engineering knowledge, or any other person having experience in nonresidential building. (Ord. 2020-010, date)

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

**Section 5.** This ordinance shall take effect immediately upon passage by the Board of Mayor and Aldermen, the public welfare requiring it.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Corey Napier, Mayor**

First Reading: August 11, 2020 at 7:00 PM  
Second Reading: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Regina Fowler, Town Recorder

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Town Attorney

**CHAPTER 2**  
**DESIGN REVIEW COMMISSION'**

**SECTION**

- 14-201. Creation and authority.
- 14-202 Membership.
- 14-203 Subordinate to planning commission; appeal.

**14-201. Creation and authority.** ~~There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2003 International Building Code) and any entrance to non-residential developments within the municipality.~~

~~\_\_\_\_\_ A copy of the "Design Guidelines" adopted by the town September 9, 2008 is located in Appendix B of this code. (Ord. #07-002, Feb. 2007, modified)~~

There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2015 International Building Code or as it relates to the prospective version(s) of the International Building Code adopted and utilized by the Town of Thompson's Station) and any entrance to non-residential developments within the municipality.

\_\_\_\_\_ A copy of the "Design Guidelines" adopted by the town on September 9, 2008, is located in Appendix B of this Code or a current copy may be requested from the Planning and Codes office for the Town of Thompson's Station. (Ord. #07-002, February, 2007, modified, Ord. #2020-\_\_\_\_\_, date)

**14-202. Membership.** ~~This board of mayor and aldermen shall designate and appoint five (5) citizens of the municipality to serve as members of this design review commission, with staggered terms to be established by said commission under by laws as it shall adopt.~~

(Ord. #07-002, Feb. 2007) The Mayor shall appoint the members of the design review commission from residents of the municipality and shall strive to ensure that the membership is representative of the municipality as a whole, including, if possible, members with either architectural or engineering knowledge, or any other person having experience in nonresidential building. (Ord. 2020-\_\_\_\_\_, date)

**14-203. Subordinate to planning commission; appeal.** The authority granted to the design review commission of the town is subordinate to and in no way exceeds the authority

delegated to the Thompson's Station Municipal Planning Commission pursuant to Tennessee Code Annotated, title 13 chapter 4 as amended.

Any property owner aggrieved by a decision promulgated under the guidelines of the design review commission may appeal such decision to the Thompson's Station Municipal Planning Commission for review of the decisions made by filing a written appeal with the office of the town recorder not less than thirty (30) days following the decision of the design review commission. Said appeal shall be de novo. (Ord. #07-002, Feb 2007)

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<sup>1</sup>Municipal code reference  
Design guidelines: Appendix B.

ORDINANCE NO. 07- 002

**AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN PURSUANT TO PUBLIC CHAPTER 796, TENNESSEE CODE ANNOTATED 6-2-201 (33) CREATING A Design Review Commission.**

**WHEREAS**, the Town of Thompson's Station, Tennessee is a municipal corporation having a general law charter pursuant to Tennessee Code Annotated 6-1-101, et seq., as amended; and

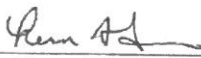
**WHEREAS**, Public Chapter No. 796 of the General Assembly of the State of Tennessee did amend Section 6-2-201, Tennessee Code Annotated, providing for an additional municipal power under a Mayor-Aldermanic Charter; and

**WHEREAS**, Public Chapter No. 796 has now been codified as 6-2-201 (33), Tennessee Code Annotated, whereby the municipal authority may create a Design Review Commission under the terms of said legislation which became effective May 26, 2006.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE**, as follows, to wit:

1. There is here and now created a Design Review Commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2003 International Building Code) and any entrance to non-residential developments within the municipality.
2. The authority granted to the Design Review Commission of the Town is subordinate to and in no way exceeds the authority delegated to the Thompson's Station Municipal Planning Commission pursuant to Title 13, Chapter 4, Tennessee Code Annotated, as amended.
3. Any property owner aggrieved by a decision under the to be promulgated guidelines of the Design Review Commission may appeal such decision to the Thompson's Station Municipal Planning Commission for review of the decisions made by filing a written appeal with the Office of the City Recorder not less than thirty (30) days following the decision of the Design Review Commission. Said appeal shall be de novo.
4. The Board of Mayor and Aldermen shall designate and appoint five (5) citizens of the municipality to serve as members of the Design Review Commission, with staggered terms to be established by said Commission under by-laws as it shall adopt.

ORDAINED this 13<sup>th</sup> day of February, 2007.

  
\_\_\_\_\_  
Leon Heron, Mayor

ATTEST:

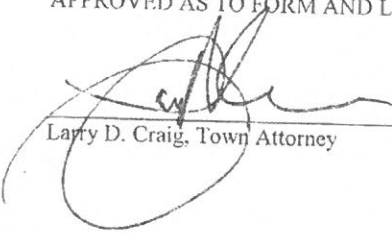
  
\_\_\_\_\_  
Douglas Goetsch, Town Recorder

Submitted to Public hearing on the 13<sup>th</sup> of February, 2007, at 7:00 p.m., prevailing time, after publication in the *Williamson A.M.* Newspaper, a newspaper of general circulation, said publication date being January 29<sup>th</sup>, 2007.

Passed First Reading: January 9, 2007

Passed Second Reading: February 13, 2007

APPROVED AS TO FORM AND LEGALITY:



Larry D. Craig, Town Attorney

# Monthly Finance Report

Town of Thompson's Station

For the period ended June 30, 2020



Prepared by

**Steve Banks, Finance Director**

Prepared on

**August 4, 2020**

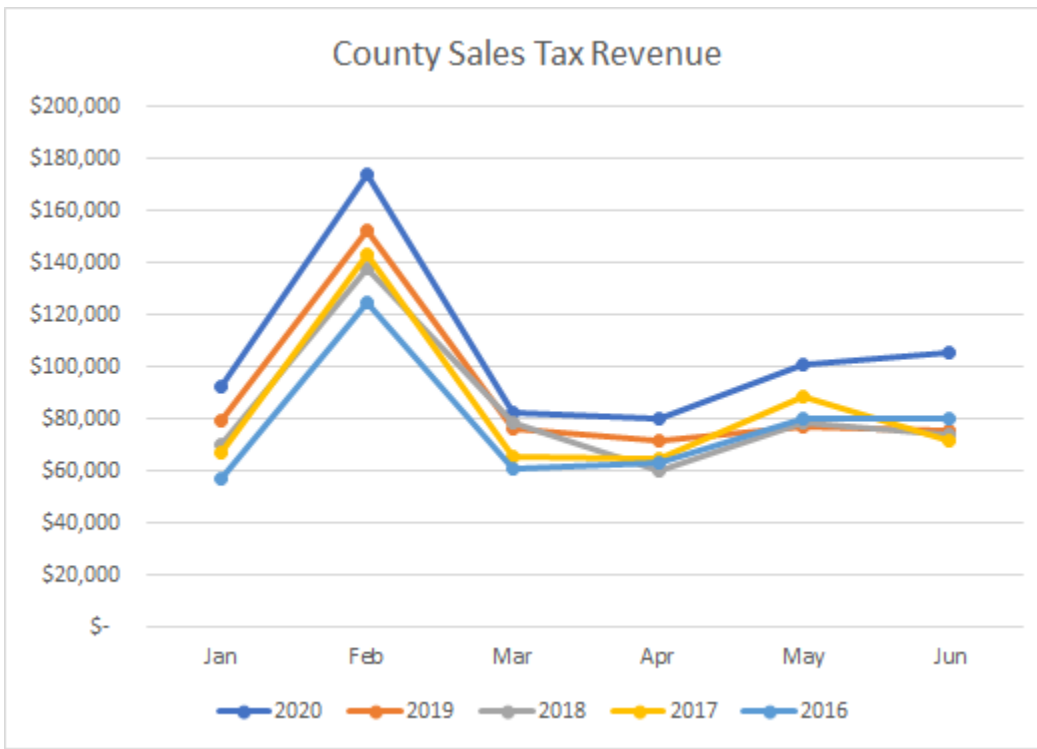
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# Financial Summary - Notes

County Sales Tax Revenue is received at the end of each month, which typically lags by 2 months.





# New Residential Permits Issued

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## New Residential Permits Issued 2016 -2020

### Monthly Comparison

	2016	2017	2018	2019	2020
January	17	11	12	19	12
February	16	29	24	6	13
March	23	21	17	16	11
April	19	6	24	33	20
May	23	18	15	23	14
June	24	13	10	14	22
July	10	21	17	13	
August	19	17	31	25	
September	4	26	21	15	
October	17	9	17	8	
November	13	43	12	15	
December	13	8	5	16	
TOTAL FOR YEAR:	198	222	205	203	92
SFR:	153	181	173	160	65
TWN:	39	33	22	26	26
OTHER:	6	8	10	17	1

# General Fund: Revised Budget VS Actual

July 2019 - June 2020

	General Fund				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
<b>INCOME</b>								
34100 Total Property Tax Revenues	318,113	283,500	34,613	112.00 %	318,113	283,500	34,613	112.00 %
34200 Total Sales Tax Revenues	1,734,784	1,557,000	177,784	111.00 %	1,734,784	1,557,000	177,784	111.00 %
34300 Total Gas Tax Revenues	178,170	178,000	170	100.00 %	178,170	178,000	170	100.00 %
34400 Total Building/Impact Fees	1,390,057	1,076,000	314,057	129.00 %	1,390,057	1,076,000	314,057	129.00 %
34500 Total Alcohol Tax Revenues	139,262	123,600	15,662	113.00 %	139,262	123,600	15,662	113.00 %
34600 Total Grants		572,000	-572,000		0	572,000	-572,000	0%
34700 Total All Other Revenues	97,914	106,400	-8,486	92.00 %	97,914	106,400	-8,486	92.00 %
<b>Total Income</b>	<b>3,858,299</b>	<b>3,896,500</b>	<b>-38,201</b>	<b>99.00 %</b>	<b>3,858,299</b>	<b>3,896,500</b>	<b>-38,201</b>	<b>99.00 %</b>
<b>GROSS PROFIT</b>	<b>3,858,299</b>	<b>3,896,500</b>	<b>-38,201</b>	<b>99.00 %</b>	<b>3,858,299</b>	<b>3,896,500</b>	<b>-38,201</b>	<b>99.00 %</b>
<b>EXPENSES</b>								
43100 Total Payroll Costs	866,458	821,416	45,042	105.00 %	866,458	821,416	45,042	105.00 %
43200 Total Streets and Roads	76,560	109,167	-32,607	70.00 %	76,560	109,167	-32,607	70.00 %
43300 Total Professional Fees	588,113	524,500	63,613	112.00 %	588,113	524,500	63,613	112.00 %
43400 Total Operating Costs	222,065	240,750	-18,685	92.00 %	222,065	240,750	-18,685	92.00 %
43500 Total County Services	107,251	133,000	-25,749	81.00 %	107,251	133,000	-25,749	81.00 %
49030 Debt Service	301,212	301,267	-55	100.00 %	301,212	301,267	-55	100.00 %
49900 Total Capital Improvement Costs	672,016	2,719,263	-2,047,247	25.00 %	672,016	2,719,263	-2,047,247	25.00 %
<b>Total Expenses</b>	<b>2,833,675</b>	<b>4,849,363</b>	<b>-2,015,688</b>	<b>58.00 %</b>	<b>2,833,675</b>	<b>4,849,363</b>	<b>-2,015,688</b>	<b>58.00 %</b>
<b>NET OPERATING INCOME</b>	<b>1,024,624</b>	<b>-952,863</b>	<b>1,977,487</b>	<b>-108.00 %</b>	<b>1,024,624</b>	<b>-952,863</b>	<b>1,977,487</b>	<b>-108.00 %</b>
<b>NET INCOME</b>	<b>\$1,024,624</b>	<b>\$ -952,863</b>	<b>\$1,977,487</b>	<b>-108.00 %</b>	<b>\$1,024,624</b>	<b>\$ -952,863</b>	<b>\$1,977,487</b>	<b>-108.00 %</b>

# General Fund - Statement of Activity

July 2019 - June 2020

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Total
<b>INCOME</b>													
34100 Total Property Tax Revenues	717	2,135	36	4	17,955	15,618	170,754	18,027	57,308	32,274		3,285	318,113
34200 Total Sales Tax Revenues	123,972	131,055	119,653	124,475	142,266	126,445	151,518	225,912	126,027	137,066	162,434	163,961	1,734,784
34300 Total Gas Tax Revenues	15,418	14,835	16,457	16,173	15,701	15,535	15,305	15,356	14,526	13,335	15,214	10,315	178,170
34400 Total Building/Impact Fees	65,273	114,346	80,040	25,343	96,507	219,648	49,518	90,967	243,292	250,311	60,527	94,287	1,390,057
34500 Total Alcohol Tax Revenues	10,237	12,365	11,697	11,549	10,712	11,014	12,123	9,797	7,572	13,604	6,121	22,471	139,262
34700 Total All Other Revenues	9,413	7,538	4,510	3,650	6,801	5,951	7,041	8,476	2,473	4,918	1,668	35,476	97,914
<b>Total Income</b>	<b>225,030</b>	<b>282,274</b>	<b>232,393</b>	<b>181,193</b>	<b>289,941</b>	<b>394,210</b>	<b>406,259</b>	<b>368,535</b>	<b>451,197</b>	<b>451,508</b>	<b>245,963</b>	<b>329,795</b>	<b>3,858,299</b>
<b>GROSS PROFIT</b>	<b>225,030</b>	<b>282,274</b>	<b>232,393</b>	<b>181,193</b>	<b>289,941</b>	<b>394,210</b>	<b>406,259</b>	<b>368,535</b>	<b>451,197</b>	<b>451,508</b>	<b>245,963</b>	<b>329,795</b>	<b>3,858,299</b>
<b>EXPENSES</b>													
43100 Total Payroll Costs	60,267	63,967	70,689	86,389	66,484	73,949	97,728	62,096	52,289	68,697	59,277	104,626	866,458
43200 Total Streets and Roads	5,051	8,183	6,093	7,298	5,549	4,954	15,115	7,017	4,470	8,231	2,827	1,771	76,560
43300 Total Professional Fees	37,675	11,378	38,061	70,700	75,313	28,240	38,817	54,299	88,591	1,650	62,366	81,022	588,113
43400 Total Operating Costs	37,170	55,573	10,348	16,614	15,954	25,905	8,507	10,205	9,879	7,601	4,794	19,514	222,065
43500 Total County Services	8,993	8,993	8,993	8,993	8,993	8,993	8,993	8,993	8,993	8,993	8,993	8,333	107,251
49030 Debt Service			144,105						157,107				301,212
49900 Total Capital Improvement Costs		4,200	1,966	79,502	26,958	99,832	211,217	9,435	12,120	35,969	51,751	139,066	672,016
<b>Total Expenses</b>	<b>149,155</b>	<b>152,294</b>	<b>280,256</b>	<b>269,496</b>	<b>199,251</b>	<b>241,872</b>	<b>380,376</b>	<b>152,046</b>	<b>333,449</b>	<b>131,141</b>	<b>190,008</b>	<b>354,332</b>	<b>2,833,675</b>
<b>NET OPERATING INCOME</b>	<b>75,875</b>	<b>129,980</b>	<b>-47,863</b>	<b>-88,303</b>	<b>90,690</b>	<b>152,339</b>	<b>25,883</b>	<b>216,489</b>	<b>117,748</b>	<b>320,367</b>	<b>55,955</b>	<b>-24,536</b>	<b>1,024,624</b>
<b>NET INCOME</b>	<b>\$75,875</b>	<b>\$129,980</b>	<b>\$ -47,863</b>	<b>\$ -88,303</b>	<b>\$90,690</b>	<b>\$152,339</b>	<b>\$25,883</b>	<b>\$216,489</b>	<b>\$117,748</b>	<b>\$320,367</b>	<b>\$55,955</b>	<b>\$ -24,536</b>	<b>\$1,024,624</b>

## NOTE

Year end adjustments for Payroll costs:  
 Earned unpaid PTO balance of \$55,840

# General Fund - EXPANDED Activity

July 2019 - June 2020

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Total
<b>INCOME</b>													
34100 Total Property Tax Revenues													0
31111 Real Property Tax Revenue	717	2,135	36	4	17,955	15,618	170,754	18,027	57,308	32,274		3,285	318,113
<b>Total 34100 Total Property Tax Revenues</b>	<b>717</b>	<b>2,135</b>	<b>36</b>	<b>4</b>	<b>17,955</b>	<b>15,618</b>	<b>170,754</b>	<b>18,027</b>	<b>57,308</b>	<b>32,274</b>		<b>3,285</b>	<b>318,113</b>
34200 Total Sales Tax Revenues													0
31610 Local Sales Tax - Trustee	77,907	75,536	78,839	79,335	80,963	83,733	92,592	174,190	82,448	80,184	101,028	105,574	1,112,329
31810 Adequate School Facilities Tax	4,854	5,072	5,842	3,814	6,651	5,872	7,869	3,996	3,875	5,228	3,469	2,737	59,280
32260 Business Tax Revenue	4,258	8,505	4,019	303	3,902	114	488	857	6,638	4,873	20,303	9,946	64,207
33320 TVA Payments in Lieu of Taxes					14,532		14,532			14,532		14,532	58,127
33510 Local Sales Tax - State	36,953	41,942	30,952	41,022	36,217	36,726	36,037	46,869	33,067	32,249	37,634	31,172	440,841
<b>Total 34200 Total Sales Tax Revenues</b>	<b>123,972</b>	<b>131,055</b>	<b>119,653</b>	<b>124,475</b>	<b>142,266</b>	<b>126,445</b>	<b>151,518</b>	<b>225,912</b>	<b>126,027</b>	<b>137,066</b>	<b>162,434</b>	<b>163,961</b>	<b>1,734,784</b>
34300 Total Gas Tax Revenues													0
33552 State Streets & Trans. Revenue	782	782	782	782	782	782	782	782	782	782	782	782	9,383
33553 SSA - Motor Fuel Tax	7,897	7,627	7,954	7,871	7,659	7,547	7,403	7,468	6,982	6,445	7,432	4,940	87,225
33554 SSA - 1989 Gas Tax	1,256	1,183	1,321	1,253	1,195	1,200	1,199	1,177	1,150	1,008	1,136	736	13,812
33555 SSA - 3 Cent Gas Tax	2,327	2,192	2,447	2,322	2,214	2,223	2,222	2,181	2,130	1,867	2,105	1,363	25,593
33556 SSA - 2017 Gas Tax	3,156	3,051	3,953	3,945	3,852	3,783	3,699	3,748	3,483	3,234	3,759	2,494	42,157
<b>Total 34300 Total Gas Tax Revenues</b>	<b>15,418</b>	<b>14,835</b>	<b>16,457</b>	<b>16,173</b>	<b>15,701</b>	<b>15,535</b>	<b>15,305</b>	<b>15,356</b>	<b>14,526</b>	<b>13,335</b>	<b>15,214</b>	<b>10,315</b>	<b>178,170</b>
34400 Total Building/Impact Fees													0
32200 Building Permits	26,220	44,271	33,391	10,540	33,892	171,783	16,256	33,251	189,246	192,008	26,070	33,989	810,916
32230 Submittal & Review Fees	425	800	275	3,013	400	5,292	8,177	4,054	450	4,009	525	9,598	37,019
32300 Impact Fees	38,628	69,275	46,374	11,790	62,214	42,573	25,085	53,662	53,595	54,294	33,932	50,700	542,122
<b>Total 34400 Total Building/Impact Fees</b>	<b>65,273</b>	<b>114,346</b>	<b>80,040</b>	<b>25,343</b>	<b>96,507</b>	<b>219,648</b>	<b>49,518</b>	<b>90,967</b>	<b>243,292</b>	<b>250,311</b>	<b>60,527</b>	<b>94,287</b>	<b>1,390,057</b>
34500 Total Alcohol Tax Revenues													0
31710 Wholesale Beer Tax	9,430	9,856	10,137	9,179	9,756	7,624	9,182	7,384	5,752	10,718	2,907	19,963	111,889
31720 Wholesale Liquor Tax	187	1,354	992	1,802	86	1,897	2,245	1,788	1,288	2,047	2,562	2,058	18,307
32000 Beer Permits					300	300	100						700
33535 Mixed Drink Tax	620	1,155	568	567	570	1,193	596	626	532	839	651	450	8,366
<b>Total 34500 Total Alcohol Tax Revenues</b>	<b>10,237</b>	<b>12,365</b>	<b>11,697</b>	<b>11,549</b>	<b>10,712</b>	<b>11,014</b>	<b>12,123</b>	<b>9,797</b>	<b>7,572</b>	<b>13,604</b>	<b>6,121</b>	<b>22,471</b>	<b>139,262</b>
34700 Total All Other Revenues													0
31900 CATV Franchise Fee Income	4,799	2,948			2,966		3,855	3,070		3,670			21,309
32245 Miscellaneous Fees				392								1,000	1,392
36120 Interest Earned - Invest. Accts	3,189	3,328	3,036	2,561	2,664	3,026	2,436	2,806	2,069	1,449	2,043	895	29,503
37746 Parks Revenue	1,050	2,087	899	1,322	1,245	700	150	1,900	553	-226	125	70	9,874
37747 Parks Deposit Return	-200	-1,400		-1,200	-600	-400		-400	-1,000	-225	-500	-1,400	-7,325
<b>Total 37746 Parks Revenue</b>	<b>850</b>	<b>687</b>	<b>899</b>	<b>122</b>	<b>645</b>	<b>300</b>	<b>150</b>	<b>1,500</b>	<b>-447</b>	<b>-451</b>	<b>-375</b>	<b>-1,330</b>	<b>2,549</b>
37990 Other Revenue	575	575	575	575	525	2,625	600	1,100	850	250		34,911	43,161
<b>Total 34700 Total All Other Revenues</b>	<b>9,413</b>	<b>7,538</b>	<b>4,510</b>	<b>3,650</b>	<b>6,801</b>	<b>5,951</b>	<b>7,041</b>	<b>8,476</b>	<b>2,473</b>	<b>4,918</b>	<b>1,668</b>	<b>35,476</b>	<b>97,914</b>
<b>Total Income</b>	<b>225,030</b>	<b>282,274</b>	<b>232,393</b>	<b>181,193</b>	<b>289,941</b>	<b>394,210</b>	<b>406,259</b>	<b>368,535</b>	<b>451,197</b>	<b>451,508</b>	<b>245,963</b>	<b>329,795</b>	<b>3,858,299</b>
<b>GROSS PROFIT</b>													
	<b>225,030</b>	<b>282,274</b>	<b>232,393</b>	<b>181,193</b>	<b>289,941</b>	<b>394,210</b>	<b>406,259</b>	<b>368,535</b>	<b>451,197</b>	<b>451,508</b>	<b>245,963</b>	<b>329,795</b>	<b>3,858,299</b>
<b>EXPENSES</b>													
43100 Total Payroll Costs													0
41110 Payroll Expense	44,300	52,810	55,663	63,228	53,976	58,532	76,263	45,869	45,409	53,660	46,020	88,309	684,039
41141 Payroll Taxes - FICA	2,850	3,274	3,451	3,914	3,336	3,617	4,716	2,834	2,805	2,946	2,807	4,314	40,864
41142 Payroll Taxes - Medicare	667	766	807	917	780	848	1,103	663	656	1,144	657	1,009	10,014

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Total
41147 Payroll Taxes - SUTA	110	58	86	143	39		1,124	146	43	108	8	36	1,901
41289 Employee Retirement Expense	5,465	2,164	2,221	2,669	2,337	2,019	3,474	2,037	2,032	2,519	2,112	3,240	32,287
41514 Insurance - Employee Medical	6,876	4,895	8,461	15,518	6,016	8,932	11,048	10,547	1,345	8,321	7,673	7,719	97,353
<b>Total 43100 Total Payroll Costs</b>	<b>60,267</b>	<b>63,967</b>	<b>70,689</b>	<b>86,389</b>	<b>66,484</b>	<b>73,949</b>	<b>97,728</b>	<b>62,096</b>	<b>52,289</b>	<b>68,697</b>	<b>59,277</b>	<b>104,626</b>	<b>866,458</b>
43200 Total Streets and Roads													0
41264 Repairs & Maint - Vehicles	160	2,300	1,198	259	1,108	5	374	109	195		55		5,764
41268 Repairs & Maint-Roads, Drainage	1,820	2,188	1,792	2,078	2,177	947	688	4,372	1,821	1,725	1,797	1,093	22,500
41269 SSA - Street Repair Expense	630	2,092	838	3,211	2,181	1,749	13,142	1,824	2,453	4,903			33,023
41270 Vehicle Fuel & Oil Expense	2,441	1,603	2,266	1,750	82	2,253	911	712		1,603	975	678	15,273
<b>Total 43200 Total Streets and Roads</b>	<b>5,051</b>	<b>8,183</b>	<b>6,093</b>	<b>7,298</b>	<b>5,549</b>	<b>4,954</b>	<b>15,115</b>	<b>7,017</b>	<b>4,470</b>	<b>8,231</b>	<b>2,827</b>	<b>1,771</b>	<b>76,560</b>
43300 Total Professional Fees													0
41252 Prof. Fees - Legal Fees	20,680		21,810	18,339	30,047	26,240	10,428	19,660	47,601		12,635	32,480	239,919
41253 Prof. Fees - Auditor		1,500	2,500			2,000	9,000	-1,500					13,500
41254 Prof. Fees-Consulting Engineers	1,815	9,878	13,751	52,362	37,456		8,200	22,779	40,990	1,650	38,989	34,683	262,553
41259 Prof. Fees - Other	15,180				7,810		11,190	13,360			10,742	13,859	72,141
<b>Total 43300 Total Professional Fees</b>	<b>37,675</b>	<b>11,378</b>	<b>38,061</b>	<b>70,700</b>	<b>75,313</b>	<b>28,240</b>	<b>38,817</b>	<b>54,299</b>	<b>88,591</b>	<b>1,650</b>	<b>62,366</b>	<b>81,022</b>	<b>588,113</b>
43400 Total Operating Costs													0
41161 General Expense				0	0			1,595					1,595
41211 Postage, Freight & Express Chgs	156				270	165	13	36					640
41221 Printing, Forms & Photocopy Exp	467							46					513
41231 Publication of Legal Notices	95	208	52	307	568	1,164	229	258	161	203	1,044	1,206	5,495
41235 Memberships & Subscriptions	1,750			840	213	269	160	250			54	60	3,596
41241 Utilities - Electricity	938	1,223	1,168	1,080	905	792	1,021	1,121	1,112	1,025	835	800	12,020
41242 Utilities - Water	257	210	271	283	292	285	252	135	333	153	138	126	2,736
41244 Utilities - Gas	78	82	82	78	99	256	164	199	97	113	91	86	1,425
41245 Telecommunications Expense	405	425	440	440	440	440	440	440	450	450	450	450	5,270
41265 Parks & Rec. Expense	500	500	1,817	563	6,346	836	1,453	1,330	104	500		528	14,477
41266 Repairs & Maint - Bldg					761	361	790	19	1,700	1,350		4,147	9,128
41280 Travel Expense	774							56	196				1,026
41285 Continuing Education Expense	1,493		165	200	755	1,463	405	615	415	438	104		6,052
41300 Economic Development Expense	500		599	200	75	200	297		53	500			2,424
41311 Office Expense	6,692	19,736	7,004	12,623	4,970	19,674	3,284	4,106	4,810	2,744	2,078	12,112	99,834
41511 Insurance - Property	23,064		-1,250						449				22,263
41512 Insurance - Workers Comp.		14,486			258								14,744
41513 Insurance - Liability		16,009											16,009
41515 Insurance - Auto		2,694											2,694
41899 Other Expenses										125			125
<b>Total 43400 Total Operating Costs</b>	<b>37,170</b>	<b>55,573</b>	<b>10,348</b>	<b>16,614</b>	<b>15,954</b>	<b>25,905</b>	<b>8,507</b>	<b>10,205</b>	<b>9,879</b>	<b>7,601</b>	<b>4,794</b>	<b>19,514</b>	<b>222,065</b>
43500 Total County Services													0
41291 Animal Control Services	659	659	659	659	659	659	659	659	659	659	659	659	7,251
41800 Emergency Services	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	100,000
<b>Total 43500 Total County Services</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,993</b>	<b>8,333</b>	<b>107,251</b>
49030 Debt Service			144,105						157,107				301,212
49900 Total Capital Improvement Costs													0
41940 Capital Projects													0
1555 Office Renovations			1,966										1,966
Approved Budget Capital Expenditures				79,502	12,558				320	33,000	17,250	66,400	209,030
Critz Lane Phase 1		4,200			9,800	99,832	211,217	9,435	11,800	2,970	30,287	40,857	420,397

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Total
Park Improvements					4,600						4,214	31,809	40,623
<b>Total 41940 Capital Projects</b>		4,200	1,966	79,502	26,958	99,832	211,217	9,435	12,120	35,969	51,751	139,066	672,016
<b>Total 49900 Total Capital Improvement Costs</b>		4,200	1,966	79,502	26,958	99,832	211,217	9,435	12,120	35,969	51,751	139,066	672,016
<b>Total Expenses</b>	149,155	152,294	280,256	269,496	199,251	241,872	380,376	152,046	333,449	131,141	190,008	354,332	2,833,675
NET OPERATING INCOME	75,875	129,980	-47,863	-88,303	90,690	152,339	25,883	216,489	117,748	320,367	55,955	-24,536	1,024,624
NET INCOME	\$75,875	\$129,980	\$ -47,863	\$ -88,303	\$90,690	\$152,339	\$25,883	\$216,489	\$117,748	\$320,367	\$55,955	\$ -24,536	\$1,024,624

# General Fund - Capital Expenditures

July 2019 - June 2020

Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount	Balance
<b>Ordinary Income/Expenses</b>								
<b>Expenses</b>								
<b>49900 Total Capital Improvement Costs</b>								
<b>41940 Capital Projects</b>								
<b>1555 Office Renovations</b>								
09/05/2019	Bill	10820	Southern Contracting	General Fund	4500 Community Development	Security Door for Comm Govt	1,966	1,966
<b>Total for 1555 Office Renovations</b>							<b>\$1,966</b>	
<b>Approved Budget Capital Expenditures</b>								
10/04/2019	Bill	T0M001	Ford of Murfreesboro	General Fund	6000 - Streets & Maintenance	F-350 Crew Cab	48,297	48,297
10/09/2019	Check	5589	Volunteer Paving	General Fund	SSA	Final payment of Clayton Arnold Road project	31,205	79,502
11/11/2019	Bill	65532A-01	StringFellow Inc	General Fund	6000 - Streets & Maintenance	Hopper - Spreader - Snow plow, Snowdogg - Lift frame and kit	12,558	92,060
03/31/2020	Bill	67476	Dude Solutions	General Fund	8000 - Town Hall	Software connection and configuration fees	320	92,380
04/16/2020	Check	5800	Mid-Tenn Ford Truck Sales, Inc.	General Fund	6000 - Streets & Maintenance	2020 F250 Supercab XL	33,000	125,380
05/01/2020	Bill	70834	Dude Solutions	General Fund	8000 - Town Hall	Software connection and configuration fees	4,000	129,380
05/01/2020	Bill	118181003-0420	Kimley-Horn	General Fund	9000 - Parks & Recreation	ATP Grant - Greenways Phase 3 trailways	13,250	142,630
06/09/2020	Bill	118181003-0520	Kimley-Horn	General Fund	9000 - Parks & Recreation	ATP Grant - Greenways Phase 3 trailways	3,600	146,230
06/30/2020	Bill	118181003-0620	Kimley-Horn	General Fund	9000 - Parks & Recreation	ATP Grant - Greenways Phase 3 trailways	62,800	209,030
<b>Total for Approved Budget Capital Expenditures</b>							<b>\$209,030</b>	
<b>Critz Lane Phase 1</b>								
08/08/2019	Bill	465	R & D Enterprises, Inc.	General Fund	8000 - Town Hall	Tract 22, 24, 26 Acquisition	4,200	4,200
11/20/2019	Bill	481	R & D Enterprises, Inc.	General Fund	8000 - Town Hall	Tract 23,29, 31 - Acquisitions	4,200	8,400
11/30/2019	Bill	483	R & D Enterprises, Inc.	General Fund	8000 - Town Hall	Tract 1,2,3,25 Acquisitions	5,600	14,000
12/12/2019	Check	5653	William H. Marlin and Mattie Lou Marlin	General Fund	8000 - Town Hall	Tract 19 Acquisition	12,600	26,600
12/12/2019	Check	5654	Mary B. Batey	General Fund	8000 - Town Hall	Tract 28	11,050	37,650
12/12/2019	Check	5655	Troy Batey	General Fund	8000 - Town Hall	Tract 30	12,300	49,950
12/12/2019	Check	5656	Teddy K. Peay	General Fund	8000 - Town Hall	Tract 36	6,700	56,650
12/18/2019	Bill	494	R & D Enterprises, Inc.	General Fund	8000 - Town Hall	Acquisition - Tract 40	1,400	58,050
12/23/2019	Check	5697	Benjamine and Laura Scott	General Fund	8000 - Town Hall	Tract 25	20,082	78,132
12/23/2019	Check	5698	Robert Baughman Jr and Elissa Baughman	General Fund	8000 - Town Hall	Tract 8	4,100	82,232

Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount	Balance
12/30/2019	Check	5701	Mary B. Batey	General Fund	8000 - Town Hall	Tract 32	10,533	92,765
12/30/2019	Check	5703	Patricia L. White	General Fund	8000 - Town Hall	Tract 32	10,533	103,299
12/30/2019	Check	5702	Cynthia P. Giles	General Fund	8000 - Town Hall	Tract 32	10,533	113,832
01/02/2020	Check	5705	Williamson County Clerk	General Fund	8000 - Town Hall	Filing Fees on ROW acquisitions	0	113,832
01/10/2020	Check	5707	Williamson County Register of Deeds	General Fund	8000 - Town Hall	Tract 8, 19, 25,28, 30 32, 36 - filing fees	179	114,011
01/14/2020	Bill	1372	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	8000 - Town Hall	Legal Fees with Critz Lane related activities	5,700	119,711
01/15/2020	Check	5721	Affitto, LLC	General Fund	8000 - Town Hall	Tract 2 - Critz Lane Acquisition	66,063	185,774
01/15/2020	Check	5720	Ferrari Partners, LP	General Fund	8000 - Town Hall	Tract 1 Acquisition	55,425	241,199
01/15/2020	Check	5723	Michael and Susan McClanahan	General Fund	8000 - Town Hall	Tract 22 - Critz Lane Acquisition	24,500	265,699
01/15/2020	Check	5722	Wayne and Cyntia Giles	General Fund	8000 - Town Hall	Tract 20 - Critz Lane Acquisition	9,850	275,549
01/17/2020	Check	5724	Betty Ann Phair	General Fund	8000 - Town Hall	Tract 34 - Critz Lane	48,100	323,649
01/21/2020	Bill	507	R & D Enterprises, Inc.	General Fund	8000 - Town Hall	Tract 14 Acquisition	1,400	325,049
02/04/2020	Bill	1388	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	8000 - Town Hall	Legal fees for ROW acquisitions	4,560	329,609
02/06/2020	Bill	Stmt	Bankers Title & Escrow Dickson, LLC	General Fund	4500 Community Development	title search for ROW 08, 18,19,34,29,30,28,38,37,24,26,28,36,39,25	4,875	334,484
03/13/2020	Check	5769	James Valentine	General Fund	8000 - Town Hall	Tract No. 27 - ROW acquisition	11,800	346,284
04/01/2020	Bill	20-10690	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI Services for Critz Lane Phase 1	2,778	349,062
04/08/2020	Check	5795	Williamson County Clerk	General Fund	4500 Community Development	County clerk filing fees	192	349,254
05/07/2020	Check	5819	Shirley McCord	General Fund	4500 Community Development	ROW acquisition Shirley McCord	20,100	369,354
05/07/2020	Check	5820	Williamson County Clerk	General Fund	4500 Community Development	Filing fees for Critz Lane ROW	27	369,381
05/12/2020	Bill	1445	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Community Development	Critz Lane closing fees	3,960	373,341
05/26/2020	Journal Entry	032020-63		General Fund	4500 Community Development	Reclass closing fees for Critz Lane Feb and March 2020	6,200	379,541
06/11/2020	Bill	1462	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Community Development	Closings	5,000	384,541
06/11/2020	Bill	20-11226	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI Services for Critz Lane Phase 1	6,005	390,546
06/24/2020	Check	5852	William and Helen Dozier	General Fund	4500 Community Development	Tract 14 ROW	20,800	411,346
06/24/2020	Bill	20-10843	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI Services for Critz Lane Phase 1	618	411,963
06/29/2020	Check	5858	Williamson County Clerk	General Fund	8000 - Town Hall	Tract 37 filing fees	44	412,007
06/29/2020	Check	5857	Jonathan & Rebecca Pascoe	General Fund	8000 - Town Hall	Tract #37	3,900	415,907
06/30/2020	Bill	20-11433	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI Services for Critz Lane Phase 1	1,710	417,617
06/30/2020	Bill	1482	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Community Development	Easements	2,780	420,397
<b>Total for Critz Lane Phase 1</b>							<b>\$420,397</b>	



Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount	Balance
<b>Park Improvements</b>								
11/30/2019	Bill	479537	Martin Brothers Concrete	General Fund	9000 - Parks & Recreation	Pavilion in Park concrete park	4,600	4,600
05/01/2020	Bill	118181002-0420	Kimley-Horn	General Fund	9000 - Parks & Recreation	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	4,214	8,814
06/09/2020	Bill	118181002-0520	Kimley-Horn	General Fund	9000 - Parks & Recreation	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	8,106	16,920
06/30/2020	Bill	118181002-0620	Kimley-Horn	General Fund	9000 - Parks & Recreation	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	23,703	40,623
<b>Total for Park Improvements</b>							<b>\$40,623</b>	
<b>Total for 41940 Capital Projects</b>							<b>\$672,016</b>	
<b>Total for 49900 Total Capital Improvement Costs</b>							<b>\$672,016</b>	
<b>Total for Expenses</b>							<b>\$672,016</b>	
<b>Net Income</b>							<b>\$ -672,016</b>	

# General Fund Debt Services

July 2019 - June 2020

Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount	Balance
<b>Ordinary Income/Expenses</b>								
<b>Expenses</b>								
<b>49030 Debt Service</b>								
09/26/2019	Bill	Note Series	First Farmers & Merchants Bank	General Fund	8000 - Town Hall	Interest on Note Series	8,215	8,215
09/26/2019	Bill	Note Series	First Farmers & Merchants Bank	General Fund	8000 - Town Hall	Principal Payment on Note Series	115,300	123,515
09/30/2019	Bill	Oct2019	First Horizon Bank	General Fund	8000 - Town Hall	Interest Payment	20,590	144,105
03/30/2020	Check	5772	First Horizon Bank	General Fund	8000 - Town Hall	Principal Payment	130,000	274,105
03/30/2020	Check	5772	First Horizon Bank	General Fund	8000 - Town Hall	Interest on Note	20,590	294,695
03/31/2020	Bill	Stmt	First Farmers & Merchants Bank	General Fund	8000 - Town Hall	Interest payment on note	6,517	301,212
<b>Total for 49030 Debt Service</b>							<b>\$301,212</b>	
<b>Total for Expenses</b>							<b>\$301,212</b>	
<b>Net Income</b>							<b>\$ -301,212</b>	

# Wastewater Fund: Revised Budget VS Actual

July 2019 - June 2020

	Wastewater				Total			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
<b>INCOME</b>								
34090 Total Wastewater Fees	1,249,792	1,251,619	-1,827	100.00 %	1,249,792	1,251,619	-1,827	100.00 %
341090 Total Tap Fees	743,400	500,000	243,400	149.00 %	743,400	500,000	243,400	149.00 %
34700 Total All Other Revenues	39,631	21,350	18,281	186.00 %	39,631	21,350	18,281	186.00 %
<b>Total Income</b>	<b>2,032,823</b>	<b>1,772,969</b>	<b>259,854</b>	<b>115.00 %</b>	<b>2,032,823</b>	<b>1,772,969</b>	<b>259,854</b>	<b>115.00 %</b>
<b>GROSS PROFIT</b>	<b>2,032,823</b>	<b>1,772,969</b>	<b>259,854</b>	<b>115.00 %</b>	<b>2,032,823</b>	<b>1,772,969</b>	<b>259,854</b>	<b>115.00 %</b>
<b>EXPENSES</b>								
43100 Total Payroll Costs	165,817	256,078	-90,261	65.00 %	165,817	256,078	-90,261	65.00 %
43200 Total Streets and Roads	411		411		411	0	411	0%
43300 Total Professional Fees	288,071	158,500	129,571	182.00 %	288,071	158,500	129,571	182.00 %
43400 Total Operating Costs	175,478	227,600	-52,122	77.00 %	175,478	227,600	-52,122	77.00 %
43500 Total County Services		250	-250		0	250	-250	0%
43600 Total Interest Expense	9,572	9,500	72	101.00 %	9,572	9,500	72	101.00 %
49900 Total Capital Improvement Costs	2,092,702	3,235,624	-1,142,922	65.00 %	2,092,702	3,235,624	-1,142,922	65.00 %
<b>Total Expenses</b>	<b>2,732,052</b>	<b>3,887,552</b>	<b>-1,155,500</b>	<b>70.00 %</b>	<b>2,732,052</b>	<b>3,887,552</b>	<b>-1,155,500</b>	<b>70.00 %</b>
<b>NET OPERATING INCOME</b>	<b>-699,229</b>	<b>-2,114,583</b>	<b>1,415,354</b>	<b>33.00 %</b>	<b>-699,229</b>	<b>-2,114,583</b>	<b>1,415,354</b>	<b>33.00 %</b>
<b>OTHER EXPENSES</b>								
Depreciation	450,000	450,000	0	100.00 %	450,000	450,000	0	100.00 %
<b>Total Other Expenses</b>	<b>450,000</b>	<b>450,000</b>	<b>0</b>	<b>100.00 %</b>	<b>450,000</b>	<b>450,000</b>	<b>0</b>	<b>100.00 %</b>
<b>NET OTHER INCOME</b>	<b>-450,000</b>	<b>-450,000</b>	<b>0</b>	<b>100.00 %</b>	<b>-450,000</b>	<b>-450,000</b>	<b>0</b>	<b>100.00 %</b>
<b>NET INCOME</b>	<b>\$ -1,149,229</b>	<b>\$ -2,564,583</b>	<b>\$1,415,354</b>	<b>45.00 %</b>	<b>\$ -1,149,229</b>	<b>\$ -2,564,583</b>	<b>\$1,415,354</b>	<b>45.00 %</b>

## NOTE

Year end adjustment to Payroll Costs;  
 Earned unpaid PTO balance of \$9,700

# Wastewater Fund Statement of Activity

July 2019 - June 2020

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Total
<b>INCOME</b>													
34090 Total Wastewater Fees	105,788	108,054	103,597	110,650	113,135	94,844	103,811	95,523	94,132	102,871	102,939	114,448	1,249,792
341090 Total Tap Fees	32,500	62,500	35,000	15,000	75,000	40,000	22,500	40,000	280,900	42,500	45,000	52,500	743,400
34700 Total All Other Revenues	1,986	2,088	1,984	-45	2,079	2,131	2,040	1,850	1,403	980	636	22,500	39,631
<b>Total Income</b>	<b>140,274</b>	<b>172,642</b>	<b>140,580</b>	<b>125,605</b>	<b>190,214</b>	<b>136,975</b>	<b>128,352</b>	<b>137,373</b>	<b>376,435</b>	<b>146,351</b>	<b>148,575</b>	<b>189,448</b>	<b>2,032,823</b>
<b>GROSS PROFIT</b>													
	<b>140,274</b>	<b>172,642</b>	<b>140,580</b>	<b>125,605</b>	<b>190,214</b>	<b>136,975</b>	<b>128,352</b>	<b>137,373</b>	<b>376,435</b>	<b>146,351</b>	<b>148,575</b>	<b>189,448</b>	<b>2,032,823</b>
<b>EXPENSES</b>													
43100 Total Payroll Costs	11,722	12,011	11,867	11,867	11,867	11,866	17,042	11,945	11,866	11,866	11,866	30,032	165,817
43200 Total Streets and Roads								202	209				411
43300 Total Professional Fees	3,120	5,556	8,723	16,295	22,807	9,478	16,985	14,587	10,069		11,064	169,388	288,071
43400 Total Operating Costs	23,266	13,954	12,965	12,765	13,609	25,561	19,009	10,563	10,882	9,858	9,896	13,150	175,478
43600 Total Interest Expense	889	899	879	832	840	794	801	781	713	742	699	703	9,572
49900 Total Capital Improvement Costs		8,412		30,739	180,950	307,507	422,269	121,430	71,483	243,903	401,333	304,675	2,092,702
<b>Total Expenses</b>	<b>38,997</b>	<b>40,831</b>	<b>34,434</b>	<b>72,497</b>	<b>230,073</b>	<b>355,207</b>	<b>476,106</b>	<b>159,508</b>	<b>105,222</b>	<b>266,370</b>	<b>434,859</b>	<b>517,948</b>	<b>2,732,052</b>
<b>NET OPERATING INCOME</b>	<b>101,277</b>	<b>131,811</b>	<b>106,146</b>	<b>53,108</b>	<b>-39,860</b>	<b>-218,231</b>	<b>-347,754</b>	<b>-22,136</b>	<b>271,213</b>	<b>-120,019</b>	<b>-286,285</b>	<b>-328,500</b>	<b>-699,229</b>
<b>OTHER EXPENSES</b>													
Depreciation	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	450,000
<b>Total Other Expenses</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>450,000</b>
<b>NET OTHER INCOME</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-450,000</b>
<b>NET INCOME</b>	<b>\$63,777</b>	<b>\$94,311</b>	<b>\$68,646</b>	<b>\$15,608</b>	<b>\$ -77,360</b>	<b>\$ -255,731</b>	<b>\$ -385,254</b>	<b>\$ -59,636</b>	<b>\$233,713</b>	<b>\$ -157,519</b>	<b>\$ -323,785</b>	<b>\$ -366,000</b>	<b>\$ -1,149,229</b>

## NOTE

Year end adjustments for Payroll Costs;  
Earned unpaid PTO balance of \$9,700

# Wastewater Fund EXPANDED Activity

July 2019 - June 2020

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Total
<b>INCOME</b>													
34090 Total Wastewater Fees													0
31000 Wastewater Treatment Fees	101,578	105,522	99,268	108,070	109,792	91,215	100,314	92,976	93,232	102,271	102,339	115,328	1,221,906
31010 Septage Disposal Fees	750	750	650	350	800	750	900	900	900	600	600	550	8,500
31050 Late Payment Penalty	3,460	1,782	3,678	2,230	2,543	2,880	2,597	1,646		0		-1,429	19,386
<b>Total 34090 Total Wastewater Fees</b>	<b>105,788</b>	<b>108,054</b>	<b>103,597</b>	<b>110,650</b>	<b>113,135</b>	<b>94,844</b>	<b>103,811</b>	<b>95,523</b>	<b>94,132</b>	<b>102,871</b>	<b>102,939</b>	<b>114,448</b>	<b>1,249,792</b>
341090 Total Tap Fees													0
33000 Tap Fees	32,500	62,500	35,000	15,000	75,000	40,000	22,500	40,000	280,900	42,500	45,000	52,500	743,400
<b>Total 341090 Total Tap Fees</b>	<b>32,500</b>	<b>62,500</b>	<b>35,000</b>	<b>15,000</b>	<b>75,000</b>	<b>40,000</b>	<b>22,500</b>	<b>40,000</b>	<b>280,900</b>	<b>42,500</b>	<b>45,000</b>	<b>52,500</b>	<b>743,400</b>
34700 Total All Other Revenues													0
36120 Interest Earned - Invest. Accts	1,916	2,088	1,984	-45	2,079	2,061	2,040	1,850	1,403	980	636	779	17,770
37990 Other Revenue	70					70						21,721	21,861
<b>Total 34700 Total All Other Revenues</b>	<b>1,986</b>	<b>2,088</b>	<b>1,984</b>	<b>-45</b>	<b>2,079</b>	<b>2,131</b>	<b>2,040</b>	<b>1,850</b>	<b>1,403</b>	<b>980</b>	<b>636</b>	<b>22,500</b>	<b>39,631</b>
<b>Total Income</b>	<b>140,274</b>	<b>172,642</b>	<b>140,580</b>	<b>125,605</b>	<b>190,214</b>	<b>136,975</b>	<b>128,352</b>	<b>137,373</b>	<b>376,435</b>	<b>146,351</b>	<b>148,575</b>	<b>189,448</b>	<b>2,032,823</b>
<b>GROSS PROFIT</b>	<b>140,274</b>	<b>172,642</b>	<b>140,580</b>	<b>125,605</b>	<b>190,214</b>	<b>136,975</b>	<b>128,352</b>	<b>137,373</b>	<b>376,435</b>	<b>146,351</b>	<b>148,575</b>	<b>189,448</b>	<b>2,032,823</b>
<b>EXPENSES</b>													
43100 Total Payroll Costs													0
41110 Payroll Expense	9,061	9,317	9,189	9,189	9,189	9,189	13,784	9,189	9,189	9,189	9,189	26,507	132,181
41141 Payroll Taxes - FICA	562	578	570	570	570	570	855	570	570	570	570	985	7,537
41142 Payroll Taxes - Medicare	131	135	133	133	133	133	200	133	133	133	133	230	1,763
41147 Payroll Taxes - SUTA								78					78
41289 Employee Retirement Expense	453	466	459	459	459	459	689	459	459	459	459	794	6,078
41514 Insurance - Employee Medical	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	1,515	18,180
<b>Total 43100 Total Payroll Costs</b>	<b>11,722</b>	<b>12,011</b>	<b>11,867</b>	<b>11,867</b>	<b>11,867</b>	<b>11,866</b>	<b>17,042</b>	<b>11,945</b>	<b>11,866</b>	<b>11,866</b>	<b>11,866</b>	<b>30,032</b>	<b>165,817</b>
43200 Total Streets and Roads													0
41264 Repairs & Maint - Vehicles									209				209
41270 Vehicle Fuel & Oil Expense								202					202
<b>Total 43200 Total Streets and Roads</b>								<b>202</b>	<b>209</b>				<b>411</b>
43300 Total Professional Fees													0
41252 Prof. Fees - Legal Fees			3,960	3,440	2,300	720	1,240	6,140	8,000		6,940	13,040	45,780
41253 Prof. Fees - Auditor								2,500					2,500
41254 Prof. Fees-Consulting Engineers		4,553		12,855	20,507	8,758	3,966	5,947		4,124		154,192	214,901
41259 Prof. Fees - Other	3,120	1,003	4,763				11,779		2,069			2,156	24,890
<b>Total 43300 Total Professional Fees</b>	<b>3,120</b>	<b>5,556</b>	<b>8,723</b>	<b>16,295</b>	<b>22,807</b>	<b>9,478</b>	<b>16,985</b>	<b>14,587</b>	<b>10,069</b>		<b>11,064</b>	<b>169,388</b>	<b>288,071</b>
43400 Total Operating Costs													0
41211 Postage, Freight & Express Chgs	456	669	456	655	914	648	456	647	669	667	680	895	7,813
41220 Lab Water Testing			163	163	676			351	163	775	938	163	3,389
41221 Printing, Forms & Photocopy Exp			1,140		1,393	458		458	466	465	477	955	5,812
41235 Memberships & Subscriptions						700							700
41241 Utilities - Electricity	8,314	7,726	7,360	7,871	8,298	7,065	8,181	7,451	6,972	6,965	6,492	6,509	89,204
41242 Utilities - Water	111	292	338	295	223	235	224	298	255	234	261	141	2,907
41245 Telecommunications Expense	155	155	165	155	155	165	165	155	875		320	155	2,618
41260 Repairs & Maint WW	12,256	3,984	1,550	830		12,018	9,206	189	855	105		3,830	44,823
41320 Supplies Expense	629	607	516	2,250	1,317	618		464	80	94	184		6,759
41691 Bank Charges	518	521	527	547	634	535	528	551	548	552	545	503	6,508

	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Total
42100 Permits and Fees	827		750			3,120	250						4,947
<b>Total 43400 Total Operating Costs</b>	<b>23,266</b>	<b>13,954</b>	<b>12,965</b>	<b>12,765</b>	<b>13,609</b>	<b>25,561</b>	<b>19,009</b>	<b>10,563</b>	<b>10,882</b>	<b>9,858</b>	<b>9,896</b>	<b>13,150</b>	<b>175,478</b>
43600 Total Interest Expense													0
41633 Interest Expense - Note Payable	889	899	879	832	840	794	801	781	713	742	699	703	9,572
<b>Total 43600 Total Interest Expense</b>	<b>889</b>	<b>899</b>	<b>879</b>	<b>832</b>	<b>840</b>	<b>794</b>	<b>801</b>	<b>781</b>	<b>713</b>	<b>742</b>	<b>699</b>	<b>703</b>	<b>9,572</b>
49900 Total Capital Improvement Costs													0
41940 Capital Projects													0
Approved Budget Capital Expenditures		8,412		30,739	180,950	307,507	422,269	121,430	71,483	243,903	401,333	304,675	2,092,702
<b>Total 41940 Capital Projects</b>		<b>8,412</b>		<b>30,739</b>	<b>180,950</b>	<b>307,507</b>	<b>422,269</b>	<b>121,430</b>	<b>71,483</b>	<b>243,903</b>	<b>401,333</b>	<b>304,675</b>	<b>2,092,702</b>
<b>Total 49900 Total Capital Improvement Costs</b>		<b>8,412</b>		<b>30,739</b>	<b>180,950</b>	<b>307,507</b>	<b>422,269</b>	<b>121,430</b>	<b>71,483</b>	<b>243,903</b>	<b>401,333</b>	<b>304,675</b>	<b>2,092,702</b>
<b>Total Expenses</b>	<b>38,997</b>	<b>40,831</b>	<b>34,434</b>	<b>72,497</b>	<b>230,073</b>	<b>355,207</b>	<b>476,106</b>	<b>159,508</b>	<b>105,222</b>	<b>266,370</b>	<b>434,859</b>	<b>517,948</b>	<b>2,732,052</b>
<b>NET OPERATING INCOME</b>	<b>101,277</b>	<b>131,811</b>	<b>106,146</b>	<b>53,108</b>	<b>-39,860</b>	<b>-218,231</b>	<b>-347,754</b>	<b>-22,136</b>	<b>271,213</b>	<b>-120,019</b>	<b>-286,285</b>	<b>-328,500</b>	<b>-699,229</b>
<b>OTHER EXPENSES</b>													
Depreciation	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	450,000
<b>Total Other Expenses</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>37,500</b>	<b>450,000</b>
<b>NET OTHER INCOME</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-37,500</b>	<b>-450,000</b>
<b>NET INCOME</b>	<b>\$63,777</b>	<b>\$94,311</b>	<b>\$68,646</b>	<b>\$15,608</b>	<b>\$ -77,360</b>	<b>\$ -255,731</b>	<b>\$ -385,254</b>	<b>\$ -59,636</b>	<b>\$233,713</b>	<b>\$ -157,519</b>	<b>\$ -323,785</b>	<b>\$ -366,000</b>	<b>\$ -1,149,229</b>

# Wastewater Funds Capital Projects activity

July 2019 - June 2020

Date	Transaction Type	Num	Name	Division	Memo/Description	Amount	Balance
<b>Ordinary Income/Expenses</b>							
<b>Expenses</b>							
<b>49900 Total Capital Improvement Costs</b>							
<b>41940 Capital Projects</b>							
<b>Approved Budget Capital Expenditures</b>							
08/01/2019	Bill	171797	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	8,412	8,412
10/18/2019	Bill	173183	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	30,739	39,151
11/01/2019	Bill	173894	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	11,914	51,066
11/19/2019	Bill	36724-01	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	169,036	220,102
12/06/2019	Bill	174643	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	4,794	224,896
12/11/2019	Bill	36724-01 #2	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	302,713	527,609
01/03/2020	Bill	175424	Barge Design Solutions, Inc.	Wastewater	pass through expenses - Hill property drip field manangement	317	527,926
01/03/2020	Bill	175424	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management thru 12/27/2019	11,123	539,049
01/10/2020	Bill	No 3	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	410,829	949,878

Date	Transaction Type	Num	Name	Division	Memo/Description	Amount	Balance
02/06/2020	Bill	176127	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field expenses	474	950,352
02/06/2020	Bill	176127	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	12,743	963,095
02/14/2020	Bill	Pmt 4	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	107,823	1,070,918
02/28/2020	Journal Entry	212		Wastewater	Hill Prop drip fields - Fencing supplies	162	1,071,080
02/28/2020	Journal Entry	212		Wastewater	Hill Prop drip fields - Fencing supplies	228	1,071,308
03/01/2020	Bill	2169854	Cooperative Financial Services	Wastewater	Hill Property Drip fields fencing	2,820	1,074,128
03/06/2020	Bill	176923	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	11,371	1,085,499
03/18/2020	Bill	No 5	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	57,292	1,142,791
04/01/2020	Bill	Pay 6	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	227,080	1,369,870
04/02/2020	Bill	177559	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	3,653	1,373,524
04/02/2020	Bill	177560	Barge Design Solutions, Inc.	Wastewater	WWTP Design BOMA resolution 2020-007	13,170	1,386,694
05/01/2020	Bill	178305	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	15,691	1,402,385
05/01/2020	Bill	20320	EarthSearch Soil Consulting LLC	Wastewater	Alexander Property soil testing for drip fields 75.78 est acres	60,624	1,463,009
05/04/2020	Bill	178306	Barge Design Solutions, Inc.	Wastewater	WWTP Design BOMA resolution 2020-007	46,381	1,509,390



Date	Transaction Type	Num	Name	Division	Memo/Description	Amount	Balance
05/07/2020	Bill	Pay 7	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	278,638	1,788,027
06/05/2020	Bill	178981	Barge Design Solutions, Inc.	Wastewater	Hill property expenses out of pocket	641	1,788,668
06/05/2020	Bill	178981	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	13,918	1,802,585
06/10/2020	Bill	Pay 8	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	281,390	2,083,976
06/30/2020	Bill	179769	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	8,726	2,092,702
<b>Total for Approved Budget Capital Expenditures</b>						<b>\$2,092,702</b>	
<b>Total for 41940 Capital Projects</b>						<b>\$2,092,702</b>	
<b>Total for 49900 Total Capital Improvement Costs</b>						<b>\$2,092,702</b>	
<b>Total for Expenses</b>						<b>\$2,092,702</b>	
<b>Net Income</b>						<b>\$ -2,092,702</b>	

## Unaudited CASH BALANCES

General Fund Cash Position	May	Jun
Checking	\$ 1,473,424	\$ 1,556,933
Savings	\$ 5,913,539	\$ 5,665,502
Less: Reserve	\$ (1,040,455)	\$ (1,040,195)
<b>Total Cash</b>	<b>\$ 6,346,508</b>	<b>\$ 6,182,240</b>
Less:		
Note Balance (First Farmers)	\$ (461,200)	\$ (461,200)
Note Balance (First Tennessee)	\$ (1,290,000)	\$ (1,290,000)
Due to Wastewater Fund	\$ (110,538)	\$ (116,110)
Accounts Payable	\$ 1,780	\$ (130,052)
Committed	\$ (405,665)	\$ (295,492)
<b>Total Available Funds</b>	<b>\$ 4,080,885</b>	<b>\$ 3,889,386</b>

Wastewater Funds Cash Position	May	Jun
Checking	\$ 9,689	\$ 147,870
Savings	\$ 3,839,651	\$ 3,839,492
Less: Reserve	\$ (521,880)	\$ (522,069)
<b>Total Cash</b>	<b>\$ 3,327,460</b>	<b>\$ 3,465,293</b>
<i>Add:</i>		
Accounts Receivable	\$ 205,496	\$ 203,765
Due from Gen Fund	\$ 110,538	\$ 116,110
<i>Less:</i>		
Note Balance (Franklin Synergy)	\$ (333,333)	\$ (324,074)
Accounts Payable	\$ (126)	\$ (172,083)
Deposits	\$ (21,000)	\$ (24,300)
Less Committed:		
Hill Prop Drip Fields	\$ (1,373,089)	\$ (870,372)
Cell #1 repairs	\$ (300,000)	\$ (300,000)
All Other	\$ (922,189)	\$ (866,553)
<b>Total Available Funds</b>	<b>\$ 693,757</b>	<b>\$ 1,227,786</b>



REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

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July 30, 2020

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\*\* RULE 31 LISTED MEDIATOR - GENERAL CIVIL

*OF COUNSEL:*  
LISA LITTLETON HOLLEY

Town of Thompson's Station  
Board of Mayor and Aldermen  
1550 Thompson Station Road West  
Thompson's Station, Tennessee 37179

**RE:** Fourth Quarter Report Fiscal Year 2019-2020 - Legal Expenses

Board of Mayor and Aldermen,

Please let this letter serve as the fourth quarter report on legal expenses as relates to the Town Attorney, in follow up to the first, second and third quarter reports sent to your attention. Legal expenses for general representation for the Town for Q1, Q2, Q3, and Q4 combined to \$265,155.75. Approximately \$31,000.00 of that total relate directly to closings for Critz Lane easements, for which the Town budgeted separately as a cost for said closings. Closings continue to proceed. Accordingly, the total legal expenses (minus Critz Lane closing fees) totaled \$234,005.75.

As we have outlined previously, our office, as the Town Attorney, has been dealing with a litany of issues in addition to current, pending issues, on top of process improvements with Town Staff. The main goal with the latter is to streamline certain processes. A significant portion of our firm's legal expenses involve several one-time issues, including those encompassed under process improvement, that will benefit the Town for years to come and not be recurring.

As you are aware, our office has been diligently working with Town Staff and the Mayor to address the pandemic and state of emergency created by COVID-19 (novel coronavirus). This type of emergency management assistance is both necessary and time consuming. Our office has spent nearly twelve-hundred hours addressing various legal needs for the Town related to litigation, research, document preparation, letter, resolution and ordinance drafting, compliance issues, zoning violations, contract negotiations, open records requests, general counsel, attendance at meetings of the BOMA, PC, Utility Board, BZA, etc., and advising on numerous day to day activities and issues that have arisen. Significant progress has been made towards the Town's goals in this amount of time, including the anticipated awarding of a bid for Critz Lane Phase I and work towards other projects.

We look forward to another productive year serving the BOMA and the Town. While the needs of the Town have demanded and will continue to demand significant time, effort, and resources to accomplish the goals of the Town, our ultimate goal is to provide the best legal representation to the Town we can as the Town works through the growing pains of development.

Please let us know if you have any questions or concerns.

Sincerely,

**REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC.**



ANDREW E. MILLS

AEM:em



KIRK VANDIVORT