

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
September 10, 2019 7:00 p.m.**

Meeting Called To Order

Pledge Of Allegiance

Consent Agenda

A. Consideration Of The Minutes Of The August 13, 2019 Meeting

Documents:

[08132019 MINUTES.PDF](#)

B. Utility Board Appointment - Skip Beasley

Documents:

[ONLINE FORM SUBMITTAL_ UTILITY BOARD INTEREST FORM_SKIP BEASLEY.PDF](#)

Public Comments-

Unfinished Business:

1. Approval Of Bioclere Wastewater Treatment System In Lieu Of SBR System For Littlebury Development Subject To Finalization Of MOU (DRAFT MOU As Hand-Out)

Documents:

[ITEM 1 - BIOCLERE WASTEWATER SYSTEM LITTLEBURY DEVELOPMENT.PDF](#)

2. Rescinding Action On Resolution 2019-012: A Resolution To Accept A Right Of Way Dedication Of A Portion Of Declaration Way From Williamson County Schools

Documents:

[ITEM 2 - ROBERTS RULES OF ORDER - INQUIRY ATTY MEMO.PDF](#)

3. Approval Of Resolution 2019-012: A Resolution To Accept A Right Of Way Dedication Of A Portion Of Declaration Way From Williamson County Schools

Documents:

[ITEM 3 - STAFF REPORT FOR DECLARATION FINAL PLAT.PDF](#)
[ITEM 3 - STAFF MEMO BRANFORD PLACE.PDF](#)
[ITEM 3 - RESOLUTION 2019-012 DECLARATION DEDICATION.PDF](#)
[ITEM 3 - TV FINAL PLAT FOR DECLARATION WAY APPROVED BY PC.PDF](#)
[ITEM 3 - BARGE BRANFORD PLACE MEMO.PDF](#)
[ITEM 3 - MINUTES OF THE 4-23-2019 PLANNING COMMISSION](#)

New Business:

4. First Reading Ordinance 2019-008: An Ordinance To Amend Certain Provisions Of The Land Development Ordinance LDO Amendments (LDO Amend 2019-002).

Documents:

[ITEM 4 - LDO AMENDMENT BOMA STAFF REPORT.PDF](#)
[ITEM 4 - 2019-008 ORD LDO AMEND.PDF](#)
[ITEM 4 - LDO AUTO USE EXHIBIT.PDF](#)

5. Resolution 2019-020: A Resolution To Accept Federal Funds For Multi-Modal Connectivity (PIN 12661.01), Approve The Town's Matching Funds And Enter Into A Contract With TDOT For The Project.

Documents:

[ITEM 5 - RESOLUTION 2019-020 MEMO.PDF](#)
[ITEM 5 - RESOL 2019-020 TAP GRANT.PDF](#)

6. Approve Amendment To Whistle Stop Settlement Agreement With The Contingency Of The Mayor Signing The Amendment Only After The Town Staff Has Approved The Utility Line Locations Within The Subject Area.

Documents:

[ITEM 6 - AMENDMENT TO WHISTLE STOP SETTLEMENT AGREEMENT.PDF](#)

Announcements/Agenda Requests

Adjourn

Information Only:

Finance Report

Documents:

[FINANCE REPORT 09_10_2019.PDF](#)

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

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Minutes
August 13, 2019 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. August 13, 2019 at the Thompson's Station Community Center with the required quorum. Members and staff in attendance were: Vice Mayor Brian Stover; Alderman Shaun Alexander; Alderman Ben Dilks; Town Administrator Ken McLawhon; Finance Director Steve Banks; Town Recorder/Clerk Regina Fowler and Town Attorney Andrew Mills.

Pledge of Allegiance:

Consent Agenda:

Consideration of the June 11, 2019, regular meeting, July 23, 2019 special called meeting, and a Proclamation to honor Constitution Week, September 17 – September 23, 2019

A motion was made by Alderman Dilks to approve the consent agenda; consideration of the June 11, 2019, regular meeting, July 23, 2019 special called meeting, and a Proclamation to honor Constitution Week, September 17 – September 23, 2019. The motion was seconded and carried unanimously.

Ken McLawhon informed BOMA of the appointment of Luis Parra to the vacant Planning Commission position.

Public Comments:

Gretchen Anderson – Recruiter for 2020 U.S. Census Bureau - Discussed the importance of the Williamson County 2020 Census, the estimated loss to the Town for each citizen not registered and the need for workers in our area.

Dianne Breyfogle - DAR Representative thanked BOMA for proclaiming September 17 – September 23, 2019, as Constitution Week in Thompson's Station, TN.

Richard Lyons – 2681 Sporting Hill Bridge Road – Requested a Speed Study for Bridgemore and concerned as to why the main road was not included in prior study. Bridgemore HOA will pay for decorative stop signs in this subdivision.

Trent Harris – 2636 Sporting Hill Bridge Road – Requesting an evaluation and extension of the Traffic Study for Bridgemore.

John – 2860 Americus Road – Expressed concern for his daughter's safety walking to and from school without proper crosswalks and sidewalks from Tollgate to Independence High School.

Emma – 2860 Americus Road – Expressed her safety concern as a student at Independence High School in walking to and from school in Tollgate without proper safety crosswalks.

Page 2

Brad Wilson – Expressed concern for the safety of nearby residents living near property located at 4445 Columbia Pike. He respectfully requests that Town Administration explore condemnation of said property due to the derelict condition of the home. Transients and young kids have been witnessed entering said property and he fears for their safety. If condemnation can come to fruition, he would hope the home on this property could be used for fire training for our local fire department. He also is in favor of acceptance of the Connector between Tollgate and Independence High School contingent upon the erection of a locked fence to be utilized for emergencies only.

Skip Beasley – No comment.

Drew Hendry – 3809 Robbins Nest Road – Encourages another Speed Test in Bridgemore, but confused as to why the two main roads, Ronstadt and Sporting Hill Bridge Road, were not included in the initial Speed Study Test. Encourages immediate attention.

Charles Thompson – 2620 Sporting Hill Bridge Road – Encouraged the implementation of a Speed Test in Bridgemore.

George Petzelt – In favor of the Connector from Declaration Way to Branford with a compromise by adding a gate for emergencies only. He did turn in a petition with supposedly 350 names opposing the Connector from Independence High School to Tollgate.

Ann Thompson – No comment.

Deb Bender – 2960 Americus Drive - Against Connector of Declaration Way, encouraged a compromise for safety concern for residents and students.

Heather Bucal - 3504 Robbins Nest Road – Her daughter rides her bike to school each day and they are concerned for her safety. Since school has begun, she would ask that the Traffic Study be expedited immediately. She noted that the Bridgemore HOA supports the stop pillows and signage for this project.

After much discussion, Jonathan Savage with Barge Designs said it would take approximately one month for a Traffic Study to be completed in Bridgemore. Alderman Dilks wanted to know if anything could be done within a week relative to the Study. Mr. Savage reiterated that a complete and comprehensive study would be completed as quickly as possible. Mr. McLawhon noted that the task order would be signed the next day to expedite the process. Alderman Dilks informed Mr. McLawhon he expected the Town to place an order for signage and stop pillows upon immediate receipt of the final Traffic Study. Mr. McLawhon assured Alderman Dilks that he would work in conjunction with Bridgemore HOA to expedite the order however, the HOA would be responsible for placing said order since the HOA would be paying for said items.

Unfinished Business:

1. **Approval of Resolution 2019-012; A Resolution to accept a right of way dedication of a portion of Declaration Way from Williamson County Schools.**

A motion was made by Alderman Dilks to deny a Resolution to accept a Right of Way Dedication of a portion of Declaration Way from Williamson County Schools. The motion was seconded and carried unanimously.

New Business:

2. **Approval of Resolution 2019-019; A Resolution to establish a policy for the Sale and Disposal of Property determined to be Surplus to the Town's needs.**

A motion was made by Shaun Alexander to Approve a Resolution 2019-019; A Resolution to establish a policy for the Sale and Disposal of Property determined to be Surplus to the Town's needs. The motion was seconded and carried unanimously.

3. **BOMA members and Town Attorney's recessed into an Executive Session to discuss action on Volunteer Paving Litigation.**
4. **The BOMA members reconvened into regular session and Alderman Alexander made a motion to adjourn. The motion was seconded and carried unanimously.**

Adjournment

There being no further business, the meeting adjourned at 9:20 p.m.

Corey Napier, Mayor

Regina Fowler Town Recorder/Clerk



Tyler Rainey <trainey@thompsons-station.com>

Online Form Submittal: Utility Board Interest Form

1 message

noreply@civicplus.com <noreply@civicplus.com>
To: info@thompsons-station.com, trainey@thompsons-station.com

Thu, Jun 13, 2019 at 3:38 PM

Utility Board Interest Form

First Name	Everett (Skip)
Last Name	Beasley
Address1	3371 Vinemont Dr
City	Thompsons Station
State	Tennessee
Zip	37179-2925
E-mail Address	skipbeasley49@gmail.com
Phone Number	6154988491

Introduce yourself and explain your interest in participating in the Utility Board	I am a new resident in Tollgate Village, having moved from Franklin, TN in October. I am retired. I am presently serving at the Treasurer for P38 INC, a 501c3 organization supporting the 1st Brigade at Fort Campbell. I serve as the Treasurer for a homeowners association and have previously served either as President or VP for Cross Creek HOA in Franklin for 15 years. I have a Civil Engineering degree from Tulane Univ. but have not practiced engineering. I was the COO of a vegetable processing plant in Smyrna and dealt with BOD problems with the local waste water treatment plant. My other work background is 21 years as a USAF pilot and 16 years as a Commercial airline pilot. My interest in joining the board is due to the future delays in sewer taps in the Tollgate Village area and other future growth areas. I want to be able to serve my new community in some capacity and feel that this is an area were I might be able to contribute some talent and energy too.
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Resume, Statement of Interest, etc. (not required)	<i>Field not completed.</i>
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Utility Board Members are appointed by the Board of Mayor and Aldermen.

Email not displaying correctly? [View it in your browser.](#)

**Town of Thompson's Station
Utility Board
Meeting Minutes
June 19, 2019 6:00 p.m.**

1. Meeting Called to Order

Chairman Jeff Ridsen called the meeting to order at 6:00 pm with the required quorum. Present were: Brian Stover, Bruce Difrancisco, Jeff Ridsen, Brad Wilson, Joe Whitson, and John Peterson, Town Administrator Kenneth McLawhon, Town Clerk Regina Fowler, Waste Water Operator Kenny Bond and Waste Water Assistant Brandon Haskins.

2. Approval of Minutes from the May 15, 2019 Meeting

A motion to approve the minutes was made by Mr. Peterson. The motion was seconded. Motion carried unanimously.

3. System Operator's Update

Kenny Bond, Waste Water Operator, updated the Board on possible sources of leakage in the system, recalibration of the flow meter, nitrogen levels and possibility of discharge into the pond at Tollgate Village, possible issues with our system (Heritage and Regional), status of the problem concerning the pump station with an update on Cell I.

4. Update on Whistle Stop Pipeline

Matthew Johnson with Barge updated the Board on the Whistle Stop Pipeline. The location of the pipe will have to be verified before a determination can be made as to where the easement is actually located.

5. Waste Water Request TriStar Energy

6. Waste Water Request Holt Property

Upon discussion a determination was made to combine Waste Water Request for TriStar Energy and Holt Property. A motion was made by Mr. Peterson to approve deferral of the Waste Water Request on TriStar Energy and the Holt Property. The motion was seconded. Motion carried unanimously.

7. Waste Water Request for Littlebury

A motion was made by Mr. Ridsen to approve the Bioclere Waste Water System for Littlebury contingent upon the completion of further discussion, negotiations and a Memorandum of Understanding (MOU). The motion was seconded. Motion carried unanimously.

8. Waste Water Request Pleasant Creek (Pump and Haul System)

A motion was made by Mr. Stover to change this Waste Water Request from Pleasant Creek to Parson's Valley (Pump and Haul System) and to deny said request. The motion was seconded. Motion carried unanimously.

9. Waste Water Request for Bioclere for Three (3) Phases across from Littlebury (Pleasant Creek).

After much discussion, Mr. McLawhon noted that philosophically speaking, it would take amendments and modifications to the current Plan of Service, a re-visit to the Master Plan with much concern to annual Milestones etc. before this request could properly be addressed.

A motion was made by Mr. Peterson to defer action on the Request for Waste Water Request for Bioclere for Three (3) Phases for a development across from Littlebury (Pleasant Creek). The motion was seconded. Motion carried unanimously.

**Town of Thompson's Station
Utility Board
Meeting Minutes
June 19, 2019 6:00 p.m.**

10. Discussion Related to Applicants of Interest for Vacant Utility Board Position and recommendatio to BOMA.

A determination was made for Brian Stover and Jeff Resdin to interview said applicants for Vacant Utility Board Position and to bring a candidate recommendation to the Utility Board at the July Meeting for recommendation to BOMA.

A motion was made by Mr. Stover to defer discussion of Applicants of Interest for Vacant Utility Board Positon and Recommendation to BOMA until the July meeting. The motion was seconded. Motion carried unanimously.

11. Announcements

None

12. Adjournment

A motion to adjourn was made by Brian Stover. The motion was seconded. The meeting adjourned at 7:12 p.m.

Board Chairman

LITTLEBURY

PRESENTATION TO TOWN OF THOMPSON'S STATION WASTEWATER COMMITTEE

Project Engineer

SEC, Inc.

Project Developer



GREAT TENNESSEE
L A N D C O M P A N Y

LITTLEBURY

PROJECT INFO SHEET

- **LITTLEBURY IS A 91 LOT SUBDIVISION ON 91.17 ACRES ON PANTALL ROAD.**
- **IN SEPTEMBER OF 2017, GREAT TN LAND COMPANY MET WITH JOE COSENTINI TO DISCUSS AN ON-SITE SEWER SYSTEM FOR LITTLEBURY. OUR ORIGINAL SUGGESTION WAS A SAND-FILTER TYPE SYSTEM. JOE FELT THAT THIS TECHNOLOGY WOULD NOT BE WELL RECEIVED BY THE BOARD, SO HE SUGGESTED AN SBR TYPE SYSTEM.**
- **IN FEBRUARY OF 2018, THE BOARD OF MAYOR AND ALDERMAN GRANTED LITTLEBURY THE AUTHORITY TO MOVE FORWARD WITH DESIGN OF AN ON-SITE SEWER SYSTEM, SPECIFICALLY AN "SBR SYSTEM" (I.E. SEQUENCING BATCH REACTOR).**
- **FOR THE NEXT EIGHT MONTHS, GREAT TENNESSEE LAND COMPANY WORKED ON DESIGN OF THE SBR SYSTEM, AND WITH THE REVIEW AND ADVISORY OF JOE COSENTINI AND BRUCE MEYER (ALTHOUGH JOE RESIGNED IN JUNE OF 2018).**
- **IN JULY AND AUGUST OF 2018, TDEC EXPRESSED THEIR CONCERNS TO ALLOW AN SBR SYSTEM FOR ONLY 91 LOTS, SINCE IT IS TYPICALLY USED FOR LARGER REGIONAL SYSTEMS. TDEC REQUESTED THE TOWN WRITE A LETTER ENDORSING THE SYSTEM, WHICH WAS OBLIGED. TDEC APPROVED THE SYSTEM IN AUGUST OF 2018.**
- **IN OCTOBER OF 2018, BOARD OF MAYOR AND ALDERMAN APPROVED THE ON-SITE SEWER PLANS (SBR) FOR LITTLEBURY. AS A MATTER OF COINCIDENCE, THAT SAME BOARD MEETING, BARGE MADE ITS INITIAL PRESENTATION TO THE BOARD FOR TOWN WASTEWATER RECOMMENDATIONS.**
- **IN OCTOBER OF 2018, THE PRELIMINARY PLAT FOR LITTLEBURY WAS APPROVED BY PLANNING COMMISSION. LITTLEBURY WAS DESIGNED TO THE STANDARDS OF ITS ZONING DISTRICT, D-1, WITH NO REQUESTS FOR VARIANCES OR MODIFICATIONS OF STANDARDS.**

LITTLEBURY

SEWER OPTIONS

OPTION A – TIE TO REGIONAL SYSTEM

- **GREAT TENNESSEE LAND COMPANY (GTLC) WILL PAY THE FULL “SYSTEM SEWER DEVELOPMENT FEES” FOR ALL 91 LOTS AT THE TIME OF PRELIMINARY PLAT APPROVAL. AT \$2500 PER LOT, THE TOTAL OWED TO THE TOWN SHALL BE \$227,500.**
- **GTLC SHALL PAY ALL OTHER SEWER FEES AS DESCRIBED IN ORDINANCE 14-001.**
- **GTLC SHALL DONATE THE 9.84 ACRES OF DRIP FIELDS PREVIOUSLY INTENDED FOR USE WITH AN ON-SITE SYSTEM TO THE TOWN FOR USE AS REGIONAL SYSTEM DRIP FIELDS AND A PUBLIC PARK.**
- **GTLC WILL EXTEND A FORCE MAIN ACROSS PANTALL ROAD AND TIE TO THE EXISTING MANHOLE AT THE END OF UNION VILLAGE ROAD, WHICH IS IN A BRIDGEMORE VILLAGE PUBLIC OPEN SPACE, A PUBLIC UTILITY AND DRAINAGE EASEMENT. ALL ON-SITE AND OFF-SITE COSTS FOR THE FORCE MAIN EXTENSION ARE THE RESPONSIBILITY OF THE DEVELOPER.**
- **GTLC INTENDS TO BEGIN SITE CONSTRUCTION IN THE NEXT 30-45 DAYS, PENDING FINAL APPROVAL AND PERMITS. THE DEVELOPER INTENDS TO HAVE INFRASTRUCTURE COMPLETED BY EARLY 2020, AND THE FIRST BLOCK OF HOMES (4 TO 6 HOMES) TO BE FINALIZED AND READY FOR SEWER CONNECTION BY AUGUST OF 2020.**

OPTION B – BIOCLERE SYSTEM

- **GREAT TENNESSEE LAND COMPANY WILL PAY THE FULL “SYSTEM SEWER DEVELOPMENT FEES” FOR ALL 91 LOTS AT THE TIME SEWER AVAILABILITY IS GRANTED. AT \$2500 PER LOT, THE TOTAL OWED TO THE TOWN SHALL BE \$227,500.**
- **THE DEVELOPER SHALL PAY ALL OTHER SEWER FEES AS DESCRIBED IN ORDINANCE 14-001.**
- **GTLC WILL EXTEND A FORCE MAIN TO THE COMMUNITY DRIP FIELDS ALONG CHERRY JACK LANE. DURING CONSTRUCTION, GTLC WILL ALSO INSTALL A VALVE AND EXTEND ADDITIONAL FORCE MAIN FROM THE DRIP FIELDS ACROSS PANTALL ROAD TO THE MANHOLE AT THE END OF UNION VILLAGE ROAD (SEE ATTACHED FORCED MAIN EXHIBIT). ONCE THE TOWN NOTIFIES GTLC THAT THE REGIONAL SYSTEM IS READY TO RECEIVE LITTLEBURY’S WASTE WATER, THE VALVE WILL BE TURNED, DIVERTING GRAY WATER AWAY FROM THE DRIP FIELDS AND DIRECT WASTE WATER TO THE REGIONAL SYSTEM TO AN EXISTING MANHOLE IN BRIDGEMORE VILLAGE.**
- **ALL ON-SITE AND OFF-SITE COSTS FOR THE FORCED MAIN, DRIP FIELDS, ETC ARE THE RESPONSIBILITY OF THE DEVELOPER.**
- **BIOCLERE SYSTEM IS A “PHASEABLE” MODULAR SYSTEM (UNLIKE AN SBR SYSTEM) THAT ALLOWS LITTLEBURY THE ABILITY TO EASILY TRANSITION TO THE REGIONAL SYSTEM.**
- **A BIOCLERE SYSTEM TECHNOLOGY WAS RECENTLY APPROVED BY THE TOWN FOR THE GRAYSTONE QUARRY PROJECT.**
- **THE BIOCLERE SYSTEM IS AN ACCEPTED AND FAVORED TECHNOLOGY BY TDEC.**
- **REVISED CONSTRUCTION DOCUMENTS REFLECTING THE BIOCLERE SYSTEM WERE DELIVERED TO TOWN STAFF IN JANUARY OF 2019 AND ARE CURRENTLY UNDER REVIEW.**

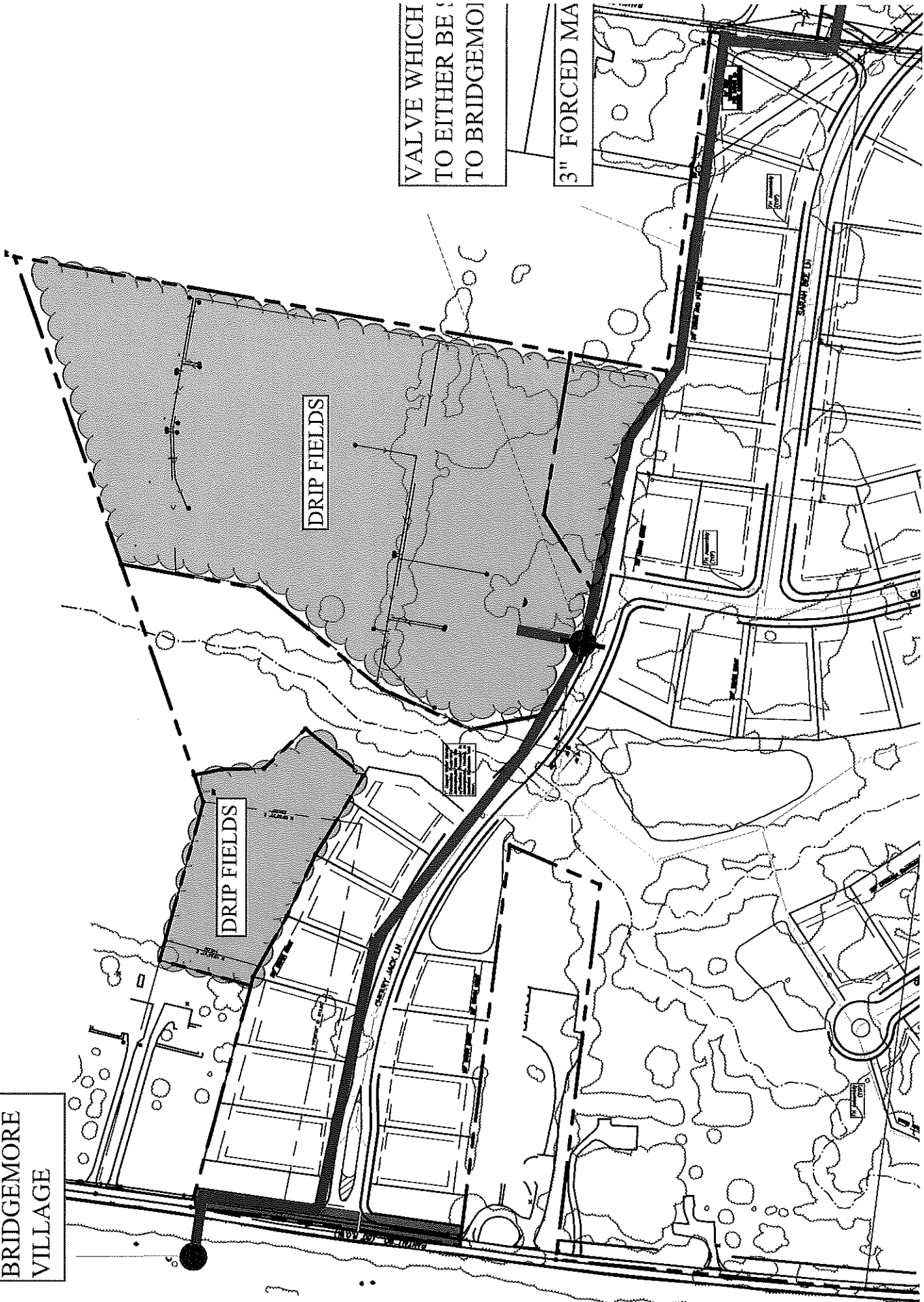
MANHOLE AT
BRIDGEMORE
VILLAGE

DRIP FIELDS

DRIP FIELDS

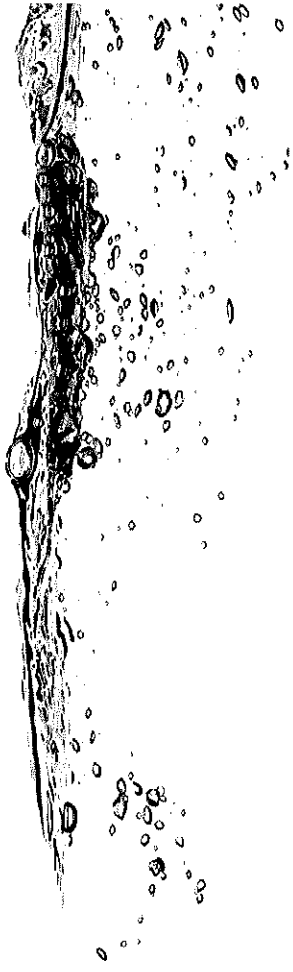
VALVE WHICH
TO EITHER BE
TO BRIDGEMO

3" FORCED MA



ADVANTAGES FOR BIOCLERE AND FORCEMAIN SYSTEM

1. The Bioclere system allows the wastewater system to be installed in phases as needed. In addition, it has a smaller treatment footprint.
2. The Bioclere system meets our current Town of Thompson Station utility contractors licensing.
3. The Bioclere system will not require any sludge haul off.
4. Bioclere systems are very effective and energy efficient treatment systems.
5. The Bioclere system is easily maintained and has less monitoring requirements to meet Tennessee Department of Environment and Conservation (TDEC) quarterly standards.
6. The Bioclere system is a proven, environmentally friendly technology that TDEC is familiar and comfortable with.
7. The PVC forcemains will be 30" deep, inside the ROW between sidewalk and back of curb, and easily maintained instead of 25 ft deep gravity sewers with infiltration and maintenance issues.
8. Long term cost for PVC forcemain collection lines are significantly lower than gravity sewers.
9. The cost to run and maintain a Bioclere system is significantly lower than the SBR system.
10. Monthly sewer fees will be lower for the Bioclere than the SBR due to lower energy cost and no pump and haul of sludge waste to landfill.
11. Since the ultimate goal is to have Littlebury tie on to the Town's regional system, we can easily change this system over. We would install the necessary infrastructure on the front (which is just valves and a force main) to send our waste water back to the nearest manhole along Pantall Road at Bridgemore Village Subdivision when the Town's system is ready to accept our waste.



BIOCLERE™

Wastewater Treatment Systems



Features & Benefits

- Treats flows from 200 to 100,000 gpd
- Cost effective treatment with efficient installation and operation
- Treats high strength wastewater
- Internal flow stabilization treats intermittent flows
- Fully automated pump system
- Self adjusting process control
- Small footprint / Compact design
- Gravity flow system
- Quiet operation
- Sealed and insulated for seasonal conditions
- Durable UV resistant fiberglass construction
- Minimal energy usage
- Remote monitoring control options

The Bioclere Advantage

Bioclere is a modified trickling filter over a clarifier. It is designed to treat wastewater with varying organic and nutrient concentrations as well as intermittent flows. Bioclere's natural fixed film treatment process is stable, simple to maintain and inexpensive to operate.

Bioclere reduces biochemical oxygen demand (BOD5) and total suspended solids (TSS) to levels that meet or exceed NSF and EPA standards. As water trickles through the biofilter, organic material is consumed by a

population of microorganisms that form on the surface of the media. Sloughed solids from the biofilter filter are returned to the primary tank as secondary sludge and treated water is displaced to the next treatment component or the disposal area.

Bioclere is a modular technology. Units can be installed in parallel to accommodate large flows or in series to achieve high levels of treatment. The systems are sealed and insulated to minimize the impact of seasonal temperature variations on the treatment process.

Nitrogen Reduction

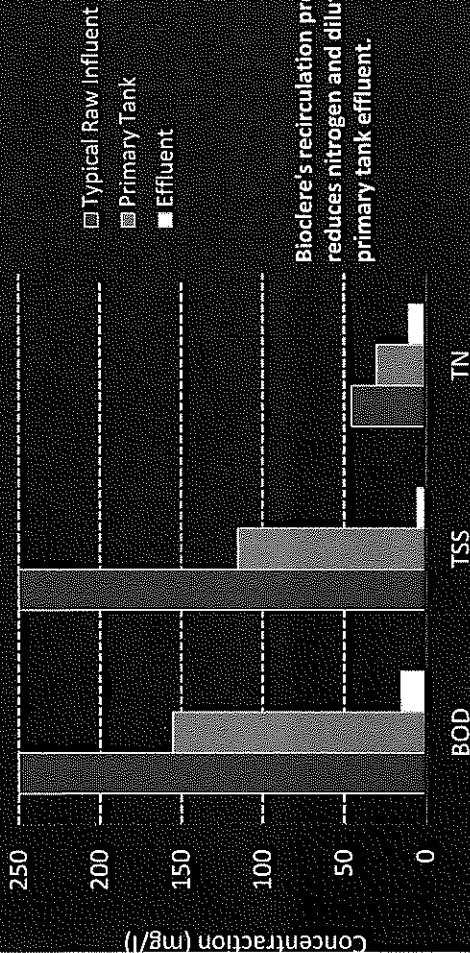
Bioclere systems can be designed to consistently convert and reduce nitrogen. Total nitrogen is reduced substantially and cost effectively by recirculating nitrified water from the Bioclere back to the primary settling tank. Large Bioclere systems may incorporate a second stage nitrifying Bioclere and a tertiary anoxic reactor to achieve < 10 mg/l total nitrogen.

Applications include

Residential, commercial, institutional, light industrial and municipal wastewater treatment.

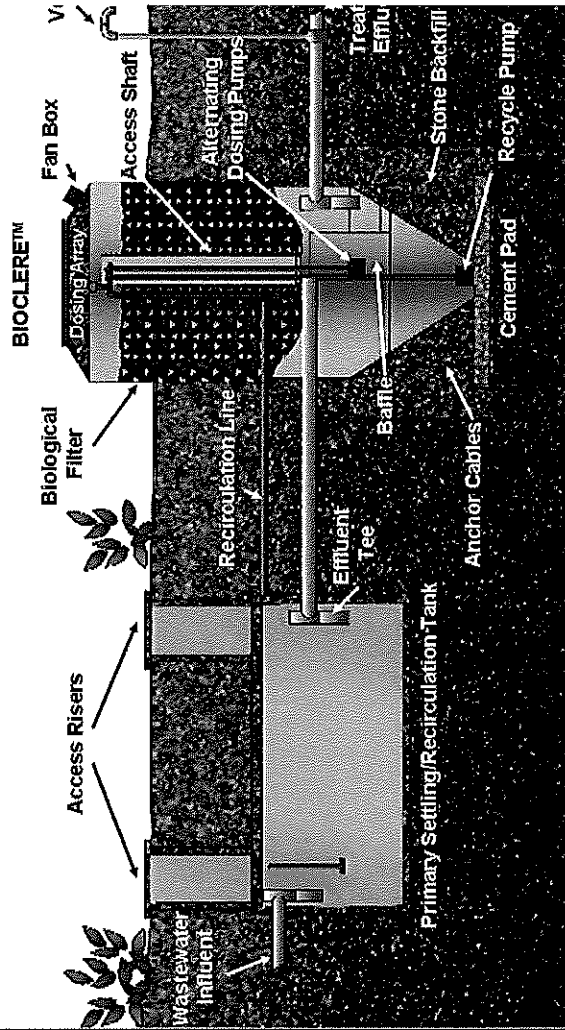
Standard Single Bioclere™ Installation:

Bioclere's recirculation process reduces nitrogen and dilutes primary tank effluent.



Bioclere 16/12-350 is ANSI/NSF Standard 40 certified by the National Sanitation Foundation (NSF). The above performance results (BOD & TSS) are based on a six month accumulative average from NSF's certification testing

U.S. Environmental Protection Agency's (EPA) technology verification program. Total nitrogen results can be viewed at www.EPA.GOV/ETV. Above TN results are based on achievable standards.



39 Tarklin Place
 New Bedford, Massachusetts 02745
 T: 508-985-9050 x105 (Sales) f: 508-985-9072

AQUAPOINT
 AN OBEH COMPANY

www.aquapoint.com

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



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

August 13, 2018

Great TN Land Company
Attn: Mr. Daniel Woods
7123 Crossroads Blvd., Ste. E
Brentwood, TN 37027

RE: Sewer for Littlebury

The Town of Thompson's Station will accept the Aqua Aerobics Sequencing Batch Reactor system proposed for the Littlebury development. Acceptance is contingent on full TDEC approval of Construction Drawings and Issuance of a State Operating Permit and the Town's review and acceptance of Construction drawings.

The Littlebury site is a potential location for an expanded wastewater treatment system that could treat the wastewater from multiple developments.

Please do not hesitate to contact us with any additional questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey Napier", written over a horizontal line.

Corey Napier
Mayor

/jj



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

September 6, 2018

Mr. Jamie F. Reed, P.E., R.L.S.
President
S.E.C., Inc.
e-copy: jreed@sec-civil.com
850 Middle Tennessee Blvd.
Murfreesboro, TN 37129

Subject: **Engineering Report and Preliminary Plans for Littlebury Wastewater TF
City of Thompson's Station; Wastewater Project Number: 18.0582; SOP 18015
County: Williamson
Approval of SBR Process**

Dear Mr. Reed:

The SBR process was approved for the subject 0.03 MGD treatment system in correspondence dated July 27, 2018. Items to be addressed with the final construction document submission were outlined.

Public notice for the SOP permit has been completed and the final permit can be anticipated upon approval of the final construction documents. It is preferred that they also be submitted in similar digital format. Specifications should be in "searchable" text format. The collection system may be included and reviewed with the treatment plant in the final construction documents if calculations for the collection system are included. The division's most recent TDEC Technical/Engineering Documents, including "*Design Criteria for Review of Sewage Works Construction Plans and Documents*", Chapters 1-17, of November 1, 2017, is available on our website: <https://www.tn.gov/environment/program-areas/wr-water-resources/water-quality/water-quality-reports---publications.html>.

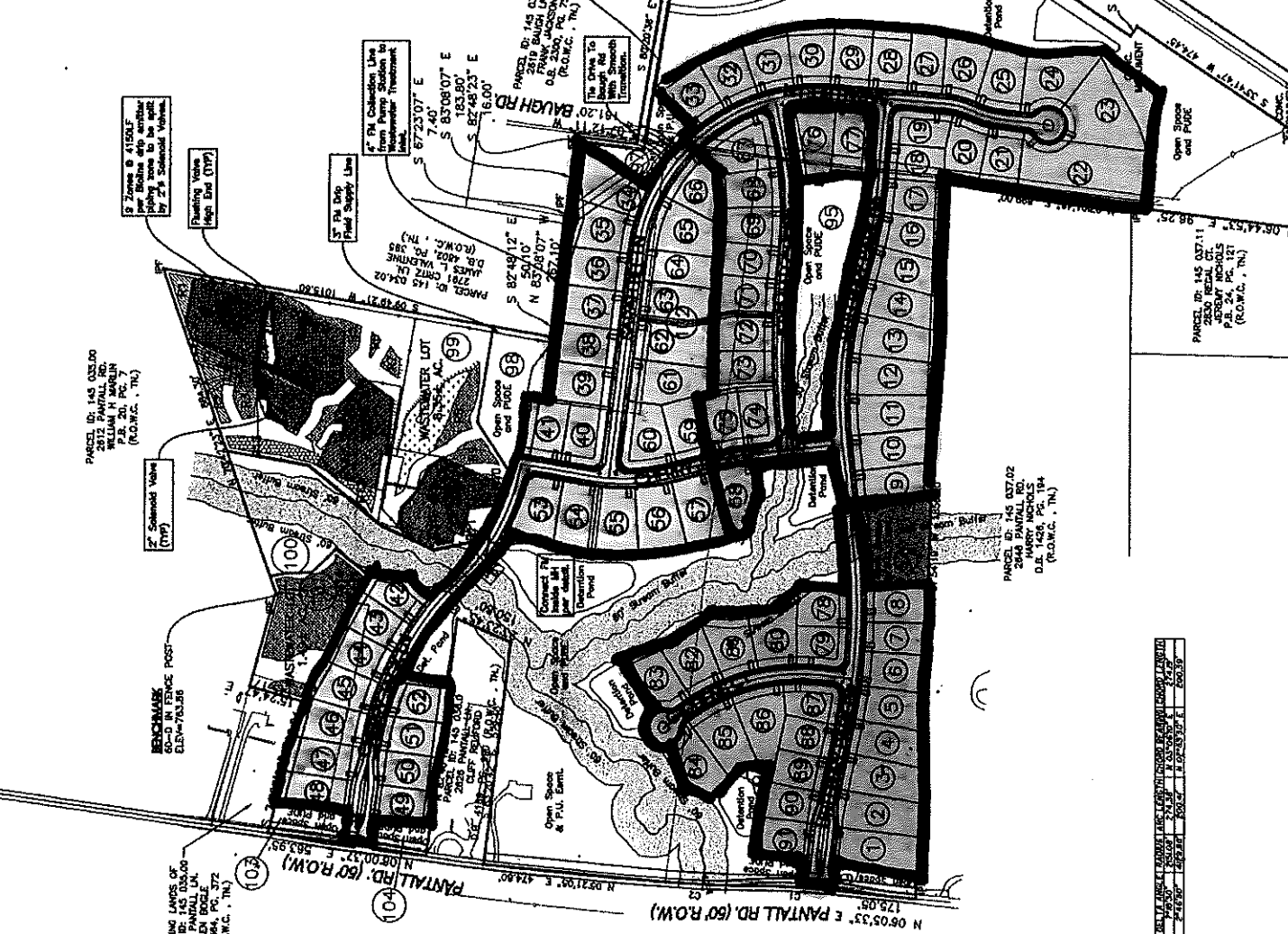
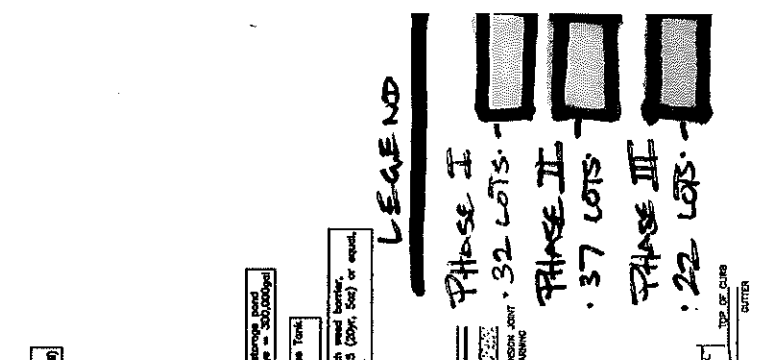
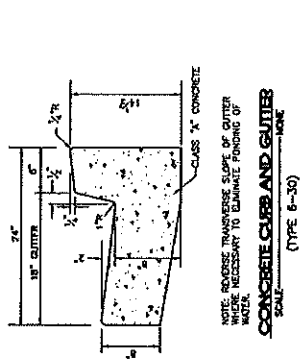
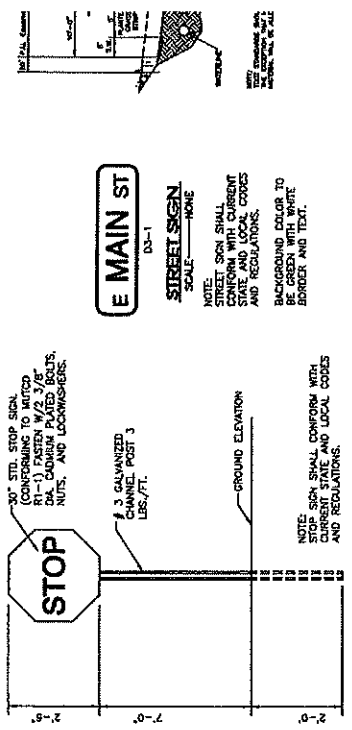
To expedite matters, please reference the assigned wastewater project number 18.0582 and SOP number 18015 on any future correspondence. If we may be of any assistance, please feel free to contact Angela Jones, P.E. at (615) 762-7388 or me by E-mail at George.Garden@tn.gov.

Sincerely,

George Garden, PE, BCEE
Chief Engineer

cc: Water-Based Systems File
Mayor Corey Napier, Town of Thompson's Station, cnapier@thompsons-station.com
Mr. Allen Rather, Environmental Specialist 5, TDEC Division of Water Resources, Allen.Rather@tn.gov
Ms. April Vann Grippo, Unit Manager, TDEC Division of Water Resources, April.Grippo@tn.gov
Mr. Brad C Harris, P.E., Unit Manager, TDEC Division of Water Resources, Brad.Harris@tn.gov
Ms. Angela Jones, P.E., TDEC Division of Water Resources, Angela.Jones@tn.gov

PLAN TECHNICAL SPECIFICATIONS



NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	11/15/00
2	REVISION	12/15/00
3	REVISION	01/15/01
4	REVISION	02/15/01
5	REVISION	03/15/01
6	REVISION	04/15/01
7	REVISION	05/15/01
8	REVISION	06/15/01
9	REVISION	07/15/01
10	REVISION	08/15/01
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SECTION A-A



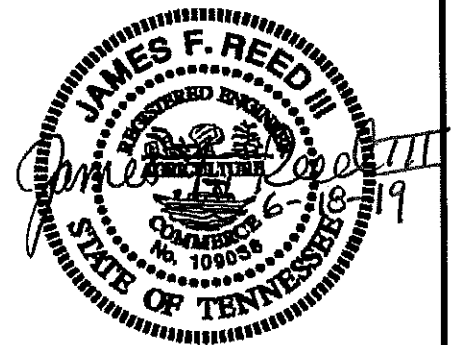
Engineering Report

Pleasant Creek Wastewater Treatment Facility

Gravity Sanitary Sewer Collection, Bioclere Wastewater Treatment & Land Drip Dispersal System

for

Pleasant Creek Investments LLC
Thompson Station, TN

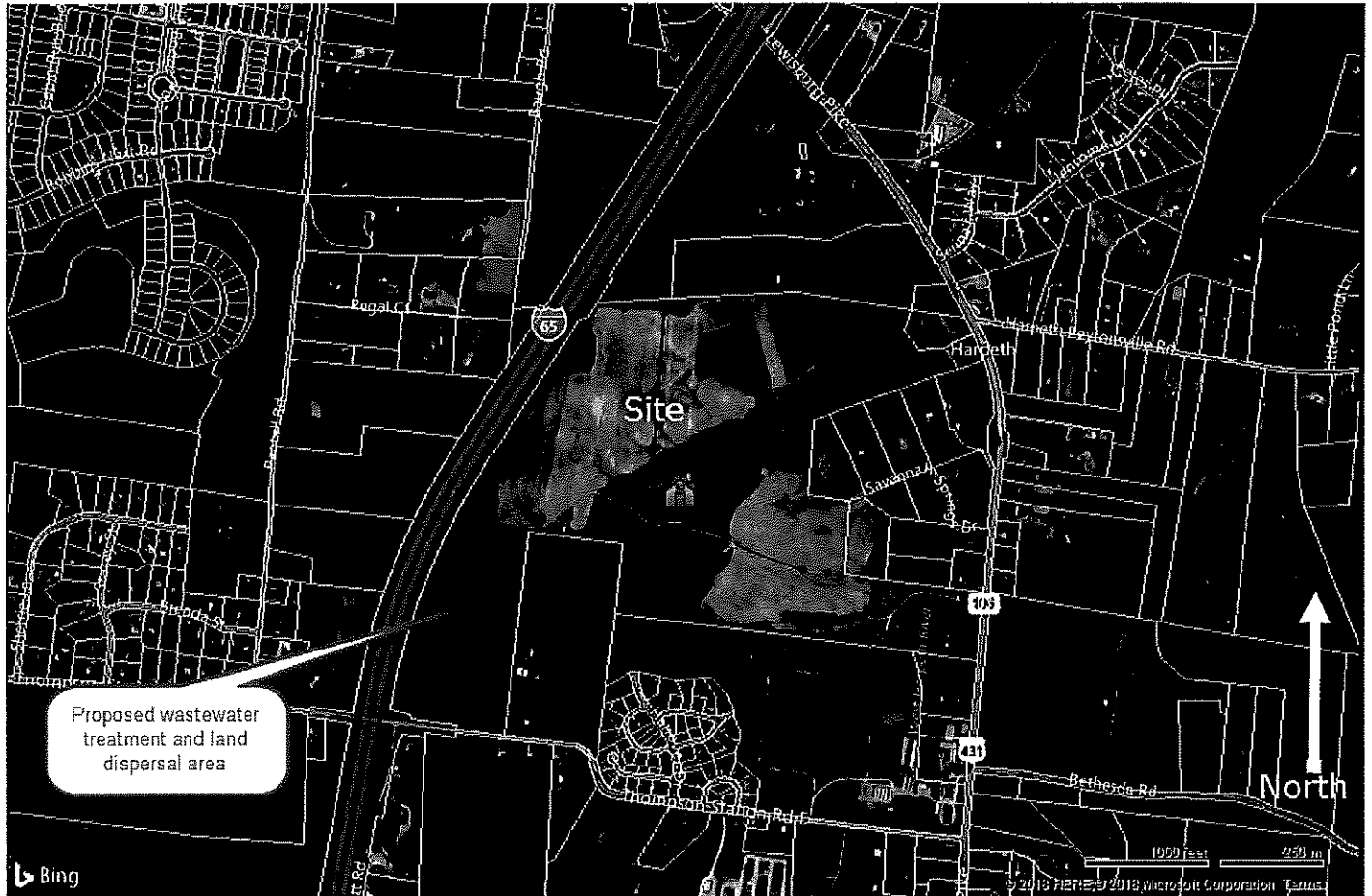


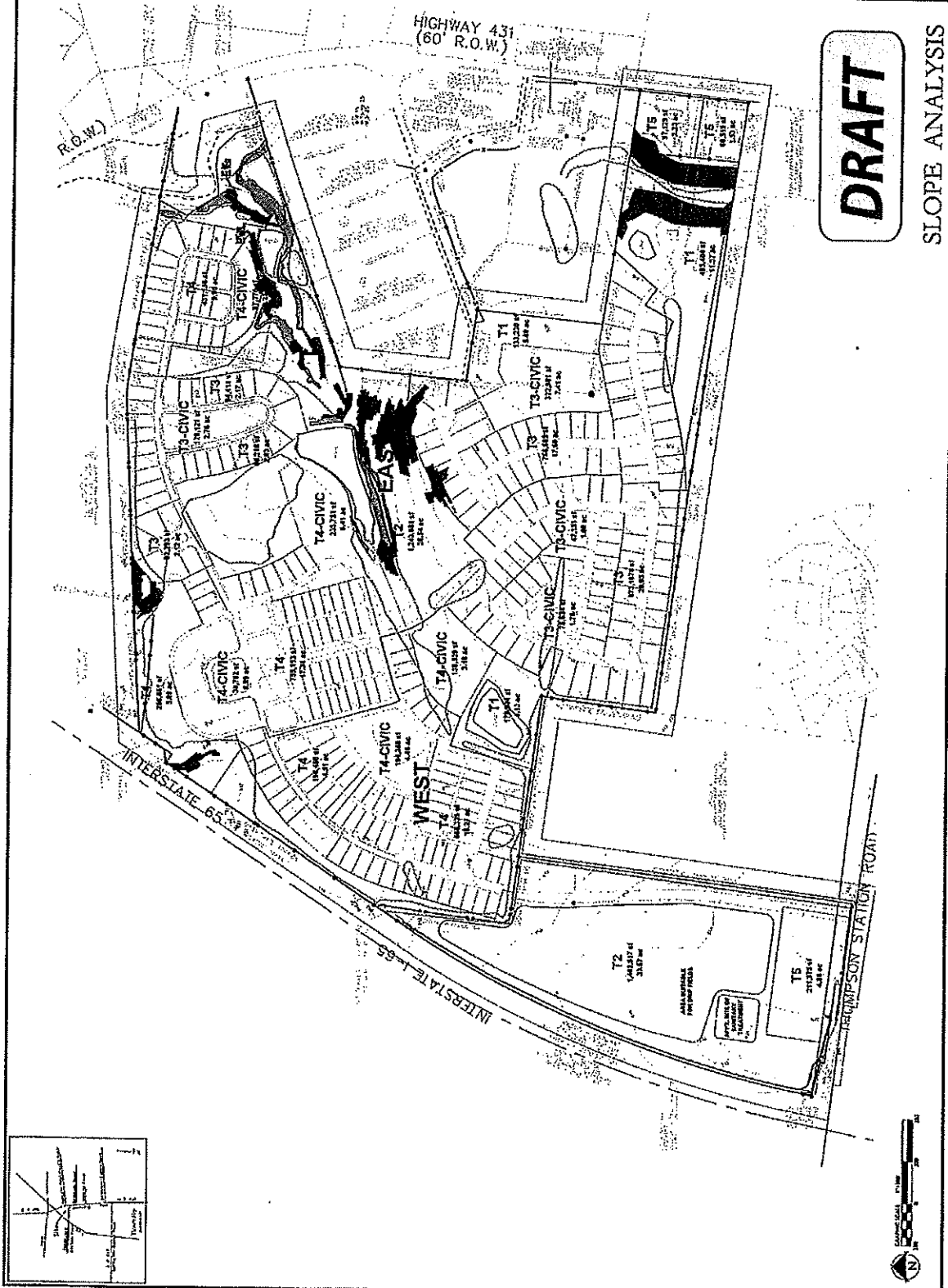
Section Index

- 1 General Information of Wastewater Treatment
- 2 Wastewater Effluent Calculations
- 3 Wastewater Treatment
- 4 Effluent Disposal
- 5 Effluent Storage
- 6 Summary of Estimated Cost

1 General Information of Wastewater Treatment

Site Location





Pleasant Creek Wastewater Treatment System
TDEC SOP No
Thompson Station, Tennessee

The proposed Pleasant Creek Wastewater Treatment Facility is located at 2816 Thompson Station Road East. This report will outline wastewater treatment effluent flow of 120,000 gpd. Bioclere was selected as the wastewater treatment option for this area due to the nature of wide range of variable treatment. (IE solids handling, meeting TDEC limits, ease of operation, and minimum sludge volumes). The Bioclere system can also be installed in phases as the development is constructed. In addition, the manufacturer and equipment are local to the Tennessee service area.

Bioclere wastewater treatment: (Effluent flow 120,000gpd)

The best balance of construction cost and phasing would be to **install (3) 40,000 gpd treatment trains**. Because we have gravity collection here, each train would consist of the following...

Domestic Wastewater Flow (120,000gpd)

- (1) 40,000 gallon baffled primary tank (this could be comprised of two 20,000 gallon FRP tanks in series to make it more economical).
- (1) 15,000 gallon flow equalization tank
- (1) FRP dual weir flow splitter manhole
- (2) 36/30 Bioclere units in parallel
- (1) 5,000 gal Final Dose Pump Tank

So, in total for the 120,000 gpd build out we would have 120,000 gallons of primary settling, 45,000 gallons of EQ and (6) 36/30 Biocleres

- The baffled primary tanks will be for the solids to settle out while the grey water flows to the equalization tank
- The equalization tank is designed to reduce hydraulic surges and meter the flow at a consistent rate to the Bioclere units throughout the day. We will recycle back to the primary settling tanks.
- The biocleres will polish the effluent via discharging into the final dose tank.
- The final dose tank will pump effluent through the ultra violet disinfection building with arkal disc cleaning filters
- Once the effluent leaves the UV building it is dispersed into the drip disposal areas of good suitable soils

The wastewater (effluent) at each home will discharge to a common gravity collection line. The wastewater is then collected from Pleasant Creek Subdivision ultimately discharging into a common baffled primary tank (septic tank). At this point, the grey water will flow to equalization tank. The effluent then flows through the equalization tank to a splitter valve manhole. The effluent is then pumped through the bioclere for final polishing. Once the effluent leaves the biocleres it discharges into the final dose tank that pump effluent through ultra violet disinfection. Once disinfection has taken place, the effluent is pumped to suitable land for underground drip dispersal for land application for the final treatment of the wastewater. The land application area includes 35 drip dispersal zones @ 4,290 LF per zone. In addition, this site will contain reserve area approximately 20.66 acres. Drip dispersal is designed for 120,000 gpd.

2 Wastewater Effluent Calculations

Daily Flow

Number of 3-BR Buildable Residential Lots	400 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	120000 gpd

Land Application Area

Land Application Area	0.2 gal/sf/day*
Total Area Required	600000 s.f.
or	13.77 acres

* assumed soil absorption rate

Number of Required Zones

Length per zone (@ 4' o.c.)	4290 L.F.
Number of Zones	35.0 Zones

Land Reserve Area

Area per lot	50% S.F./lot
Total Area Required	300000 S.F.
or	6.89 acres

Total Soils Area Required (Land Application + Reserve)

900000 s.f.		20.66 acres
-------------	--	-------------

The land application area includes 35 drip dispersal zones @ 4,290 LF per zone. The site will also contain 50% reserve area approximately 6.89 acres. In addition, there will be a 10 day storage pond installed adjacent to drip dispersal fields. Drip dispersal is designed for 120,000 gpd.

3 Wastewater Treatment

Bioclere 120,000 gpd design



BIOCLERE™

Wastewater Treatment Systems



Features & Benefits

- Treats flows from 200 to 100,000 gpd
- Cost effective treatment with efficient installation and operation
- Treats high strength wastewater
- Internal flow stabilization treats intermittent flows
- Fully automated pump system
- Self adjusting process control
- Small footprint / Compact design
- Gravity flow system
- Quiet operation
- Sealed and insulated for seasonal conditions
- Durable UV resistant fiberglass construction
- Minimal energy usage
- Remote monitoring control options

The Bioclere Advantage

Bioclere is a modified trickling filter over a clarifier. It is designed to treat wastewater with varying organic and nutrient concentrations as well as intermittent flows. Bioclere's natural fixed film treatment process is stable, simple to maintain and inexpensive to operate.

Bioclere reduces biochemical oxygen demand (BOD5) and total suspended solids (TSS) to levels that meet or exceed NSF and EPA standards. As water trickles through the biofilter, organic material is consumed by a

population of microorganisms that form

on the surface of the media. Sloughed solids from the biofilter are returned to the primary tank as secondary sludge and treated water is displaced to the next treatment component or the disposal area.

Bioclere is a modular technology. Units can be installed in parallel to accommodate large flows or in series to achieve high levels of treatment. The systems are sealed and insulated to minimize the impact of seasonal temperature variations on the treatment process.

Nitrogen Reduction

Bioclere systems can be designed to consistently convert and reduce nitrogen. Total nitrogen is reduced substantially and cost effectively by recirculating nitrified water from the Bioclere back to the primary settling tank. Large Bioclere systems may incorporate a second stage nitrifying Bioclere and a tertiary anoxic reactor to achieve < 10 mg/l total nitrogen.

Applications include

Residential, commercial, institutional, light industrial and municipal wastewater treatment.

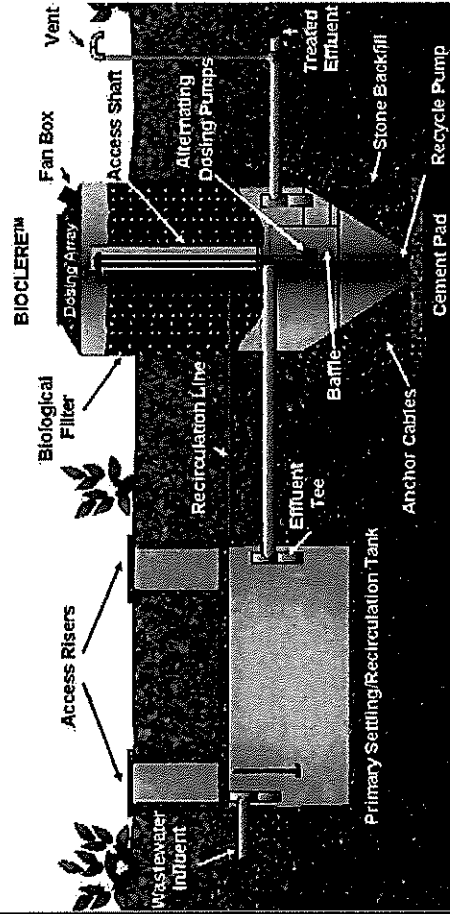


Bioclere's recirculation process reduces nitrogen and dilutes primary tank effluent.

Bioclere 16/12-350 is ANSI/NSF Standard 40 certified by the National Sanitation Foundation (NSF). The above performance results (BOD & TSS) are based on a six month accumulative average from NSF's certification testing.

U.S. Environmental Protection Agency's (EPA) technology verification program. Total nitrogen results can be viewed at www.EPA.GOV/ETV. Above TN results are based on achievable standards.

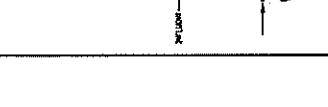
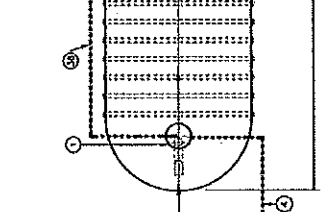
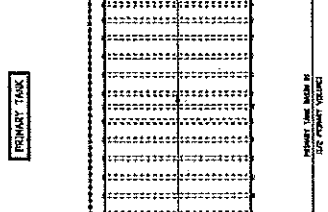
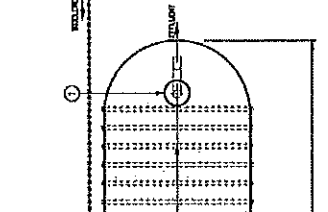
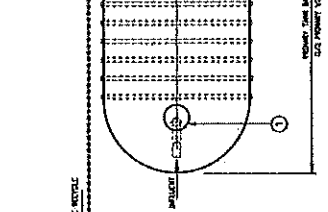
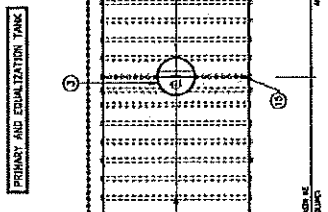
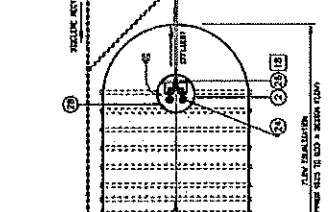
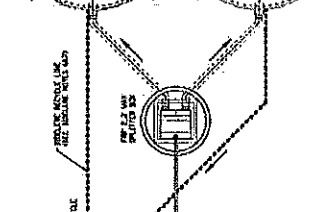
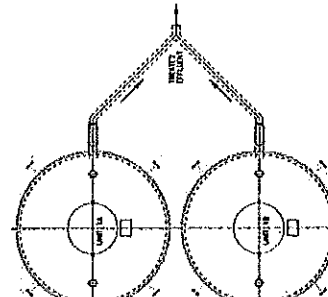
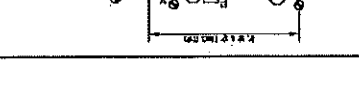
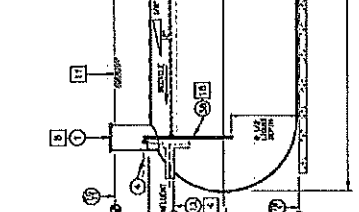
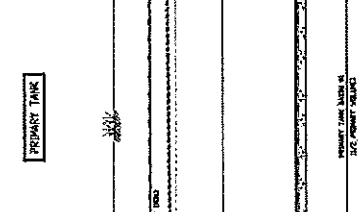
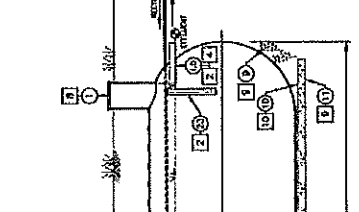
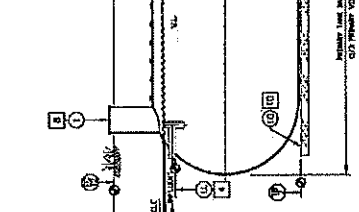
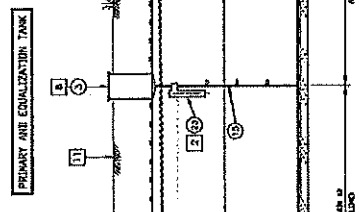
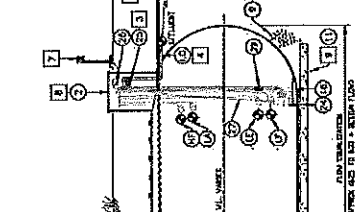
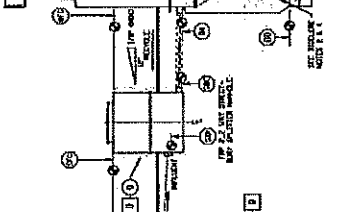
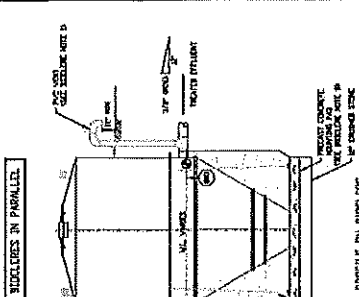
Standard Single Bioclere™ Installation:



39 Tarklin Place
 New Bedford, Massachusetts 02745
 T: 508-985-9050 x105 (Sales) f: 508-985-9072

AQUAPOINT
 AN OBEH COMPANY

www.aquapoint.com



AguaPoint

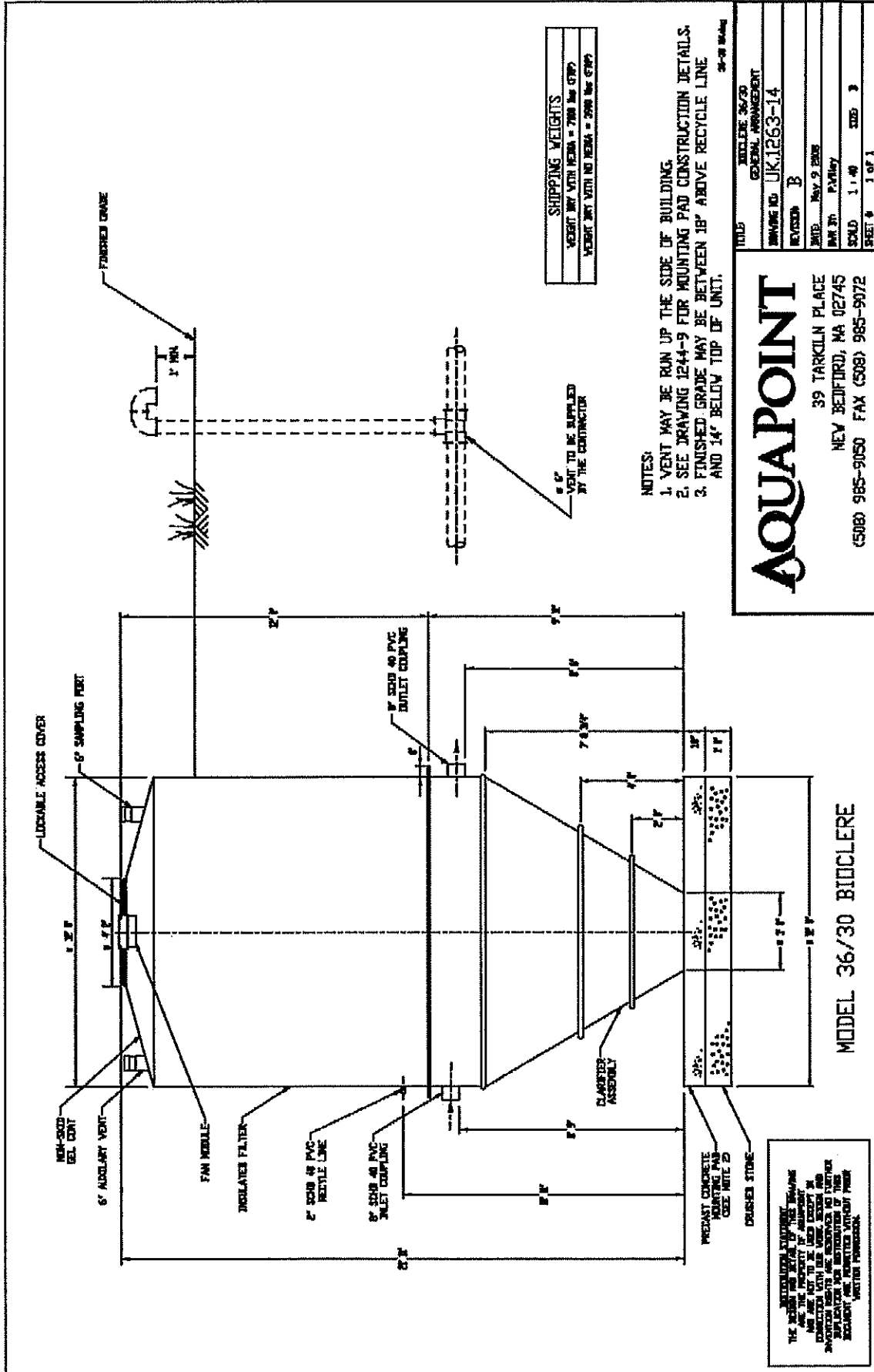
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 LOCATION: [illegible]
 DRAWING NO.: 3102-1100-3
 SHEET NO.: 1 / 2
 DATE: 11/11/08
 DESIGNED BY: [illegible]
 CHECKED BY: [illegible]
 APPROVED BY: [illegible]

GENERAL TWO STAGE PRIMARY BAFFLED WITH EQUALIZATION TANKS.
 DIRECT BURY FLOW SPLITTER AND TWO BIDDLES IN PARALLEL.

SEE SHEET 2 FOR NOTES

SYMBOL LEGEND:

- = SETTS
- = COMPONENTS USED
- = COMPONENTS NOT USED
- = FLOAT OR INVERTS
- = ELEVATIONS



SHIPPING WEIGHTS	
WEIGHT NET WITH MEDIA	= 7000 LBS (3177)
WEIGHT NET WITH NO MEDIA	= 2900 LBS (1317)

- NOTES:
1. VENT MAY BE RUN UP THE SIDE OF BUILDING.
 2. SEE DRAWING I244-9 FOR MOUNTING PAD CONSTRUCTION DETAILS.
 3. FINISHED GRADE MAY BE BETWEEN 18" ABOVE RECYCLE LINE AND 14" BELOW TOP OF UNIT.

MODEL	BIOCLERE 36/30
GENERAL DESCRIPTION	
DRAWING NO.	UK.I263-14
REVISION	B
DATE	MAY 2 1985
BY	P. WILLY
SCALE	1:1/4" = 1'-0"
SHEET #	1 OF 1

AQUAPOINT
 39 TARKILN PLACE
 NEW BEDFORD, MA 02745
 (508) 985-9050 FAX (508) 985-9072

MODEL 36/30 BIOCLERE

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF AQUAPOINT AND IS NOT TO BE USED EXCEPT IN CONNECTION WITH THE USE, SERVICE AND MAINTENANCE OF THE EQUIPMENT DESCRIBED HEREIN WITHOUT THE WRITTEN PERMISSION OF AQUAPOINT.

4 Effluent Disposal

The effluent will be treated by a series of Biocleres, continuing with ultraviolet disinfection, and pumped to drip dispersal fields. In the Bioclere, the effluent receives the majority of its treatment. The effluent passes through the Bioclere before it is pumped through a disc filter and ultraviolet light / disinfection, effectively destroying bacteria and viruses before releasing it in a subsurface drip irrigation system. At this point, the soil continues to provide treatment on an already cleaned effluent.

Daily Flow

Number of 3-BR Buildable Residential Lots	400 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	120000 gpd

Land Application Area

Land Application Area	0.2 gal/sf/day*
Total Area Required	600000 s.f.
or	13.77 acres

* assumed soil absorption rate

Number of Required Zones

Length per zone (@ 4' o.c.)	4290 L.F.
Number of Zones	35.0 Zones

Land Reserve Area

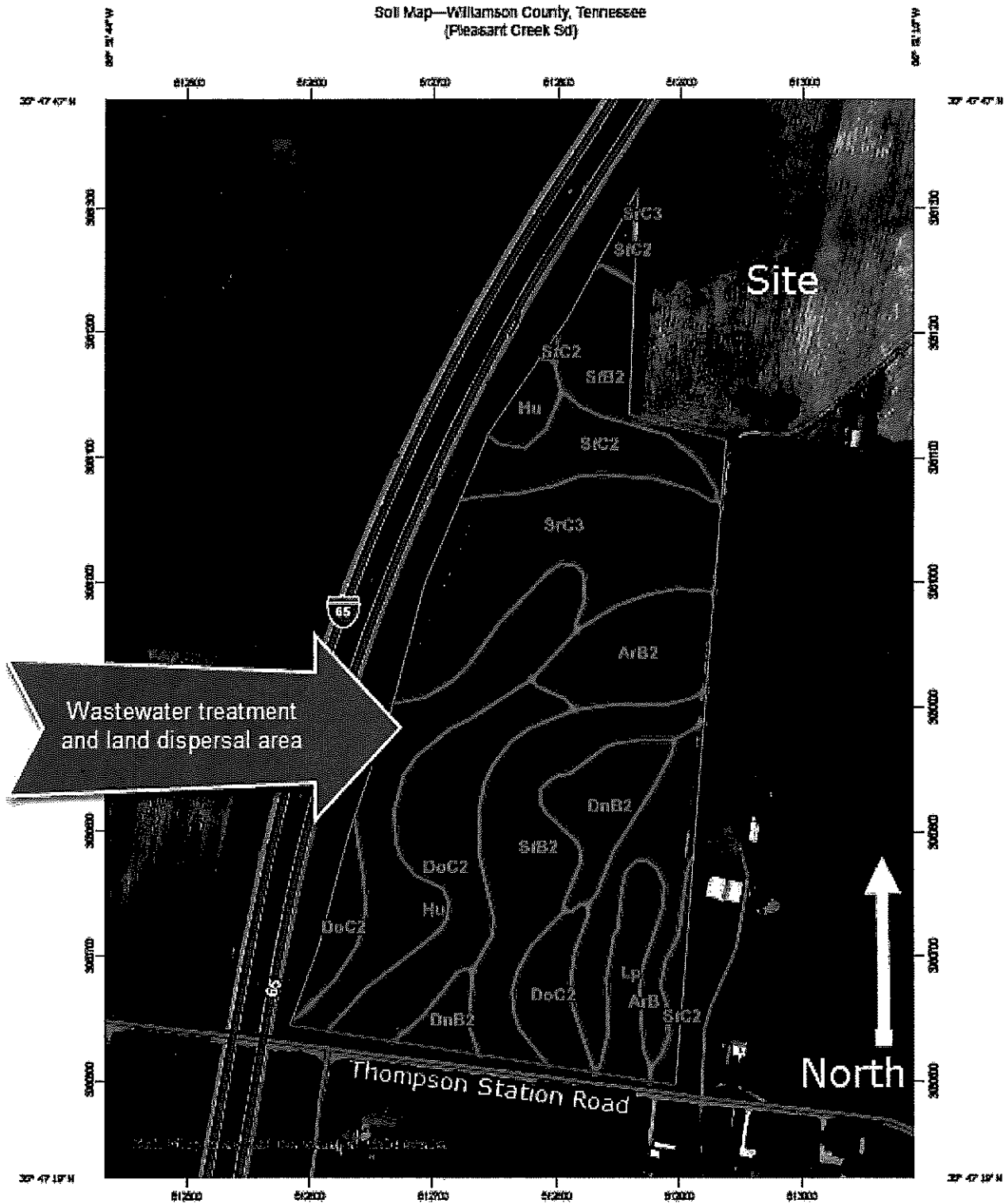
Area per lot	50% S.F./lot
Total Area Required	300000 S.F.
or	6.89 acres

Total Soils Area Required (Land Application + Reserve)

900000 s.f.	20.66 acres
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The USDA soils map on following pages references the soils area for the above 20.66 acres required for the 120,000 gpd design.

Soil Map—Williamson County, Tennessee
(Pleasant Creek Sd)



Wastewater treatment
and land dispersal area



Map Scale: 1:4,220 if printed on A portrait (8.5" x 11") sheet.
 0 50 100 200 300 Meters
 0 200 400 600 800 Feet
 Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM, Zone 16N WGS84

USDA Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

3/29/2018 Page 1 of 3

Wastewater Treatment and Land Application Area
Land Application Area only for 120,000 gpd design

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
ArB	Amour silt loam, 2 to 5 percent slopes	2.8	8.1%
ArB2	Amour silt loam, 2 to 5 percent slopes, eroded	2.5	7.1%
DnB2	Dover silt loam, 2 to 5 percent slopes, eroded	2.3	6.5%
DoC2	Dover silt loam, concretionary, 5 to 12 percent slopes, eroded	6.2	17.5%
Hu	Huntington silt loam, phosphatic	4.9	14.0%
Lp	Lindell silt loam, 0 to 2 percent slopes, occasionally flooded	1.3	3.8%
SrC3	Stiversville clay loam, 5 to 12 percent slopes, severely eroded	6.0	17.0%
SrB2	Stiversville silt loam, 2 to 5 percent slopes	6.2	17.7%
SrC2	Stiversville silt loam, 5 to 12 percent slopes, eroded	2.9	8.2%
Totals for Area of Interest		35.1	100.0%

5 Effluent Storage

Tennessee Department of Environment and Conservation (TDEC) require 24 hours of storage volume for drip dispersal. With drip dispersal as the effluent disposal, the project would not be required to have additional effluent storage unlike spray irrigation.

In addition, we will provide a 10 day holding storage pond for additional wastewater capacity for emergencies.

120,000 gal Effluent Storage

Bioclere REQUIRED STORAGE		
Domestic	120000	gpd
Required Storage	120000	gal.
PROVIDED STORAGE		
10 day storage pond	1,200,000	gal.
Primary Tanks	120,000	gal.
Equalization Tanks	60,000	gal.
Final Dose Tank Size	5,000	gal.
Storage Provided	1,385,000	gal.
EXCESS STORAGE	1265000	gal.

7 Summary of Estimated Cost

Each Bioclere will use about 750 KwHrs/Mo and the EQ will use about 250 KwHrs/Mo. Therefore, each train will use about 1,750 KwHrs/Mo. Assuming \$0.1 per KwHr that's about \$175 per train per month. At full build out the system would cost approximately **\$525** in electrical per month or about **\$6,300 annually**. Typically Bioclere uses about 1/3 the energy of conventional systems that use blowers similar to activated sludge.

Once the energy used for the drip system is added the energy cost will be approximately number of **\$8,000** per year for electrical cost should be very accurate.

BIOCLERE™

SLUDGE CALCULATION -- Pleasant Creek Development - TN

BOD5 = Influent from raw waste + Recycle

$$BOD_5 = \left[\frac{(Q \times BOD_i \times c)}{1 \times 10^6} + \frac{(0.5 \times Q \times BOD_i \times c)}{1 \times 10^6} \right] \times sf$$

BOD5 = **265.212** lbs. BOD5/day

Q =	120,000 gpd
BOD _i =	250 mg/l
c =	8.34 lb/gal
BOD ₁ =	30 mg/l
TSS =	250 mg/l
sf =	1

Sludge Yield for Trickling Filters (TF's)

Y = 0.047

References:

- 1) National Sanitation Foundation (NSF) Standard 40 test results for Bioclere Trickling Filter - May 15, 2000
- 2) Environmental Technology Verification (ETV) for Bioclere - US EPA - April 2003

Design Assumptions:

- 1) 3% sludge concentration in Bioclere clarifier = **1.872** pcf, dry (62.4 pcf = specific weight of water)
- 2) Yield = 0.047 lb VSS/lb BOD oxidized

TOTAL Sludge Production Equation:

$$Mass_{Sludge} = Q [P_s (TSS) + (1 - P_b) (Y) (BOD_5) (A_b)]$$

Variables:

Q = Design daily flow, liters/day	454,200
TSS = Concentration of TSS in influent, mg/l	250
Ps = Fraction of TSS removed in primary tank	0.5
BOD5 = Concentration of BOD5 in influent, mg/l	250
Pb = Fraction of BOD removed in primary tank	0.25
Ab = Fraction of BOD removed during aerobic treatment	0.95
Y = Yield coefficient	0.047
VOLs = Volume of sludge (gallons per month)	16,197
VOLd = Volume of dry sludge (lbs per month)	4,053

VOLs = Mass/sludge concentration
= 16197 gal/month

VOLd = Mass/sludge concentration
= 4053 lbs/month

Note:

Sludge generation calculations are far from an exact science for the following reasons...

Actual sludge generation is typically far less than the calculated amount due to compaction and digestion in the primary or sludge holding tank. It is difficult to calculate actual compaction and digestion rates in a passive sludge management tank but digestion can achieve between 20% and 40% reduction in sludge volume on its own. Additionally, compaction in the sludge holding tank can result in higher % solids concentrations than the 3% used to calculate sludge generation. 3% solids is the anticipated concentration in the secondary Bioclere clarifier before evacuation.

Actual sludge generation is also usually far less than calculated because of the fact that the average daily flow and pollutant load are usually well below the design parameters. The calculations assume design flow and load 24/7/365.

The actual yield coefficient for any given site is unknown until the plant is in operation. Actual sludge yield per lb of BOD could be less than or greater than the 0.047 lbs VSS/lb BOD oxidized. Generally, higher yields exist when BOD loading is higher and lower yields under lightly loaded conditions.

Because of the above variables, it is common for Bioclere plants to consistently generate far less than the calculated sludge yield. It is most likely that after accounting for actual flow rates and digestion in the primary that the actual sludge yield will be only about 1/3 of what is calculated above. Most similar facilities receiving approximately 65% of design flow require primary tank pumping every 2 years.

MEMORANDUM

TO: Town of Thompson's Station BOMA

FROM: Reynolds, Potter, Ragan, & Vandivort, PLC

RE: Robert's Rules of Order – Inquiry from August BOMA Meeting

Board of Mayor and Aldermen,

The issue of how to procedurally approach, under Robert's Rules of Order, a motion at a subsequent BOMA meeting was raised at the August BOMA meeting as well as by inquiry from multiple BOMA members after said meeting. The proper procedure for addressing a positive (to do something) or negative (to not do something) motion is outlined below for your reference and review.

The proper procedure for re-addressing an issue that has already been voted on by a positive or negative motion is a **motion to rescind** the prior motion. §35 of Robert's Rules of Order provides the outline for this type of motion, and, in sum, it is a motion by which a previous action or order can be canceled or countermanded. The effect of a motion to rescind is to strike out an entire motion, resolution, rule, etc, or some part thereof depending on the purpose of the motion to rescind. Any member of the BOMA can make this type of motion, and any member of the BOMA can second this type of motion. A motion to rescind, with notice, requires a simple majority.

The form of a proper motion to rescind is thus: "I move to rescind the motion relating to [topic] adopted at the [month] meeting."

Sincerely,

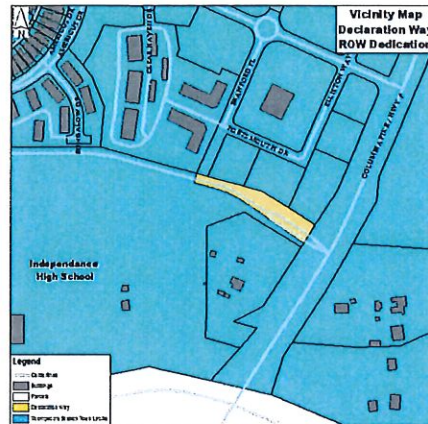
Andrew E. Mills & Kirk Vandivort

**Thompson's Station Planning Commission
Staff Report –Item 1 (FP 2019-002)
April 23, 2019**

Request to approve the final plat for Branford Place/Declaration Way.

PROJECT DESCRIPTION

A request to approve the final plat for the connection of Branford Place to Declaration Way and the dedication of Declaration Way to the Town.



BACKGROUND

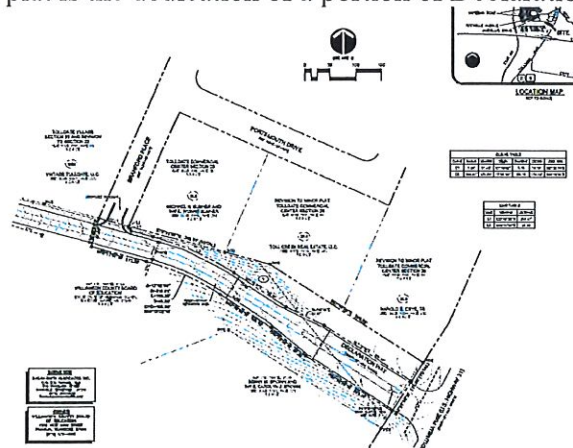
The Tollgate Village neighborhood was originally approved with three access points along Columbia Pike: a northern entrance, the central or main entrance and a southern entrance with from the neighborhood to Declaration Way which also serves Independence High School. The site development plan was modified over the years; however, the access points have been incorporated with the revisions to the layout of the overall neighborhood. Currently two accesses along Columbia Pike are constructed and open; a northern entrance and the main entrance which is signalized. The Town has coordinated with the school district for approval to connect Branford Place to Declaration Way.

On March 26, 2018, the Planning Commission approved the preliminary plat with the contingency that “prior to the recordation of the final plat, Declaration Way be accepted by the Board of Mayor and Aldermen.” In addition, the construction drawings are reviewed and approved for the completion of the construction of Branford Place to Declaration Way.

ANALYSIS

Final Plat

The purpose of the final plat is to provide a legal instrument where the transfer of ownership of lots is allowed and shall constitute a way where streets and other infrastructure can be accepted (LDO Section 5.2.7). This purpose of this plat is the dedication of a portion of Declaration Way to the Town.



Declaration Way currently provides access to Independence High School. Branford Place is partially constructed and will be completed with a connection to Declaration Way as part of the approvals for the neighborhood. The plat also contains a remainder parcel which will remain under the ownership of the Williamson County School district. In addition, the school district will be responsible for the maintenance of the landscape median and the signage for Independence High School.

RECOMMENDATION

Staff recommends the Planning Commission approve the final plat with the following contingency:

1. Prior to the recordation of the final plat, Declaration Way shall be accepted by the Board of Mayor and Aldermen.

ATTACHMENTS

Preliminary Plat

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



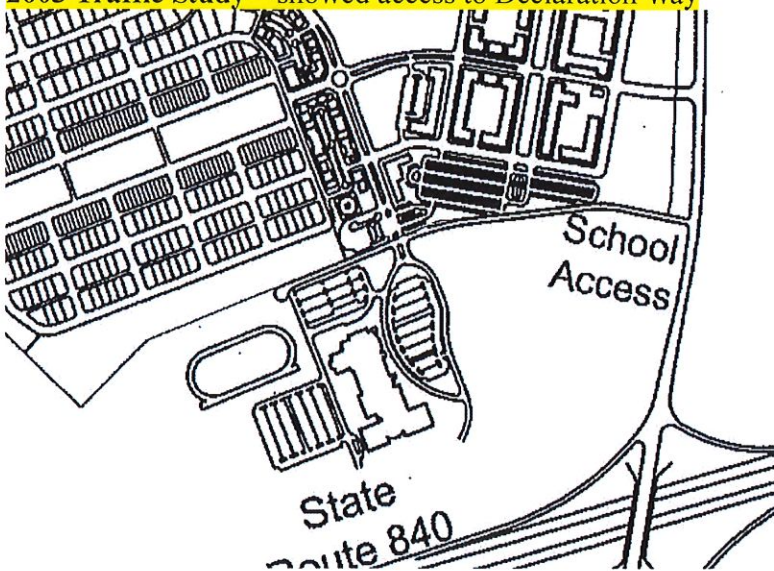
1550 Thompson's Station Road W.
P.O. Box 100
Thompson's Station, TN 37179

DATE: August 8, 2019
TO: Board of Mayor and Aldermen
FROM: Wendy Deats, Town Planner
SUBJECT: Item 1 – Deferred from June 6, 2019 Board of Mayor and Aldermen meeting

On October 25, 2018, the Planning Commission approved the final plat for the Branford Place with contingencies. As part of the completion of the connection, in conjunction with the overall development plan for Tollgate Village, Staff recommended to the Board to accept the section of Declaration Way to the intersection of Branford. Due to some public opposition about the connection of the school to the neighborhood, Staff was directed to further study whether the connection should be completed in accordance with the plan. Staff requested that Barge Design Group provide an analysis of connecting the roads which will be presented at the August 13th Board meeting.

Below is a history of Tollgate only as it relates to a connection between Independence High School and the neighborhood. This history is presented as found in the minutes or other documentation in the town files:

2003 Traffic Study – showed access to Declaration Way



Access to the high school is a written recommendation in original traffic study (2003)

6. CONCLUSIONS AND RECOMMENDATIONS – PHASE I

The analyses presented in this study indicate that with certain roadway and traffic control improvements the impacts of Phase I of the proposed project will be manageable. The specific recommendations, which are shown conceptually in Figure 9, are described as follows:

- The eastbound approach of the south project driveway should be constructed to include separate lanes for left and right turning movements.
- As part of the State Route 840 construction project, TDOT plans to widen Highway 31 north of State Route 840 to a five-lane cross section. The five-lane section will extend for approximately 250 feet north of the high school access. Also, the planned widening will result in enough roadway width to provide a northbound left turn lane to serve the south project driveway to Tollgate Farms. These improvements are illustrated in Figure 9.
- The proposed site plan shows a driveway connection between Tollgate Farms and the high school. This connection will be beneficial since it will allow traffic to travel between the high school and the residential development without being required to travel on Highway 31. This will help reduce traffic congestion on Highway 31.

Implementation of the above recommendations will provide acceptable traffic operations for the public roadways and intersections within the study area.

April 19, 2004 (PC)

Sketch plan received a motion “in general support of the sketch plan.”

July 19, 2004 (PC)

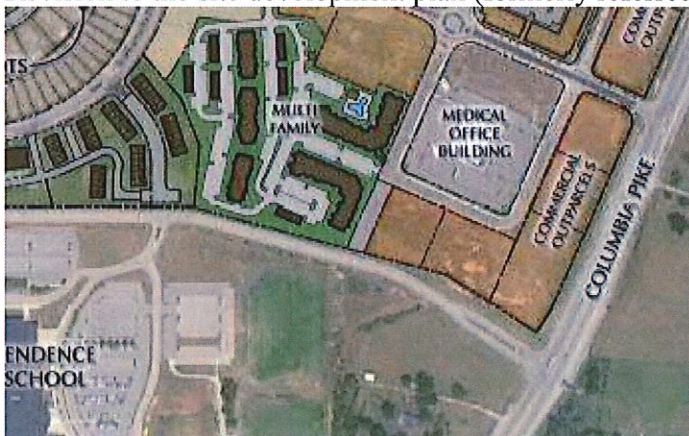
Steve Clifton issued a grading permit but told PC that “there was not a site plan approved yet for this project” and so grading was “at risk.”

November 21, 2005 (PC)

Revision to non-residential site plan for Tollgate. Staff recommended “re-approval of overall site plan with the proposed modifications to the non-res portion.” Motion was to approve “this revised Urban Overlay site plan.”

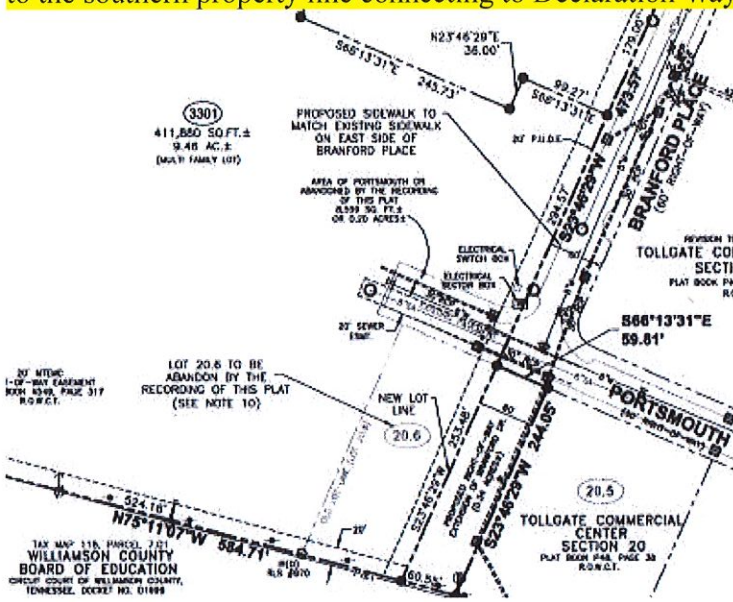
April 22, 2014

Revision to the site development plan (formerly referred to as concept plan) approved



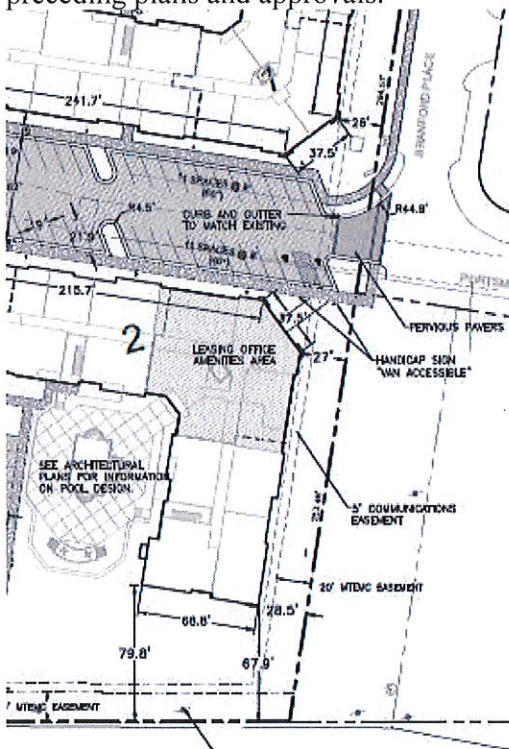
April 22, 2014

Final Plat for Section 33 was approved and the connection for a future right of way dedication of Branford to the southern property line connecting to Declaration Way was noted in the report.



June 24, 2014

Site plan approval for apartments which shows an outline of the future roadway as required by the preceding plans and approvals.



February 24, 2015

Rezoning the front of Tollgate Village was added to the agenda. Motion to recommend to BOMA to defer the request until PlaceMakers has concluded with the LDO.

Updated Traffic Study – Noted access similar to previously proposed however indicates that the south entrance has “marginal” benefit.



D. Secondary Access (South)

The Tollgate Village Concept Plan includes a proposed connection to Declaration Way, the existing access drive to Independence High School. This location would provide a secondary route of access to a portion of the multifamily and commercial uses (medical office and outparcels) from Columbia Pike via Declaration Way. Access at this location will require an agreement with Williamson County Schools because Declaration Way is a private drive.

Construction of this access would provide a marginally beneficial ingress/egress for the multifamily and commercial uses located on the southeastern portion of the Tollgate Village site. This access would provide connectivity to the unsignalized intersection of Columbia Pike and Declaration Way. While a small portion of the multifamily and commercial site traffic oriented to the south on Columbia Pike may use this secondary access, it is reasonable to expect that traffic from Independence High School would be more likely to use this connection as a means to access the future traffic signal at the intersection of Columbia Pike and Tollgate Boulevard.

August 23, 2016

Suspension of plats in Tollgate Village. Suspended until September meeting when it can be further discussed.

September 27, 2016

Suspension of plats in Tollgate Village. Suspended until roadway and infrastructure issues are resolved.
 Section 16 Preliminary plat. Staff recommended deferral.
 Section 17 Preliminary plat. Staff recommended deferral.

October 25, 2016

Section 16 Preliminary plat. Denied.
 Section 17 Preliminary plat. Denied.

November 15, 2016

Tollgate Intersection Improvements approved with contingencies.

January 24, 2017

Section 15 Final plat. Staff recommended deferral.
 Section 16 Preliminary plat. Staff recommended denial. PC denied unanimously.
 Section 17 Preliminary plat. Staff recommended denial. PC denied unanimously.

One of the reasons for deferral of 15 and denial of 16 and 17 as cited in the minutes was that Staff was concerned about the lack of progress on the second access and it was also noted that coordination with WCS had not occurred for the access to Declaration Way yet.

February 28, 2017

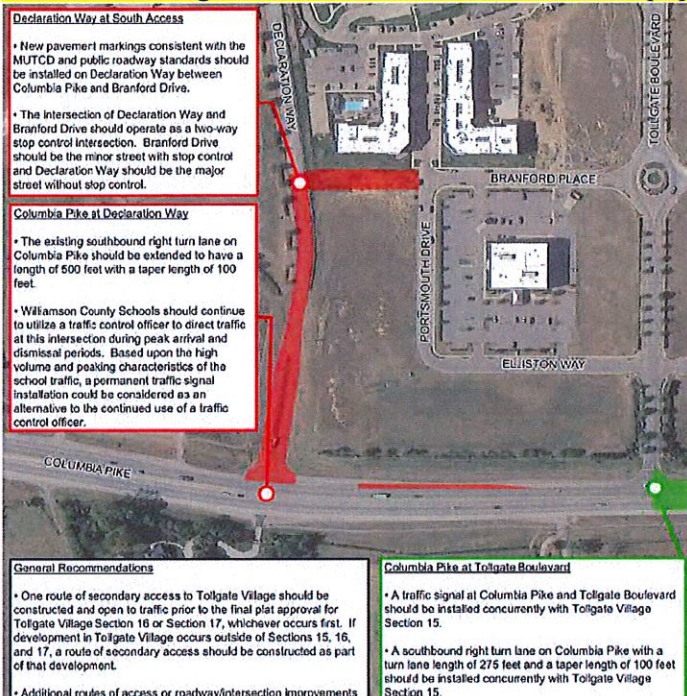
Section 15 Final Plat. Staff recommended denial. **One of the reasons for recommending denial was the lack of either the north second access or the access to Declaration Way be constructed (see minutes).** Staff provided contingencies in report should the Commission wish to approve. PC approved with Staff contingencies.

Section 16 Preliminary plat. Staff recommended denial. PC deferred.

Section 17 Preliminary plat. Staff recommended denial. PC deferred.

February 2017 Traffic Study

Access to the high school still shown in newer concept plans



C. Project Access

Access to Tollgate Village includes an existing primary access and future, proposed secondary access as described below.

- **Primary Access** – Primary access to Tollgate Village is provided by Tollgate Boulevard. Tollgate Boulevard intersects Columbia Pike approximately 1,875 feet north of the State Route 840 interchange and approximately 1,900 feet south of the Goose Creek Bypass (State Route 248). Tollgate Boulevard consists of one (1) lane for traffic entering Tollgate Village and two (2) lanes for traffic exiting Tollgate Village. The exiting lane assignment on Tollgate Boulevard includes one (1) right turn lane and one (1) left turn lane with storage lengths of approximately 200 feet. This access is currently unsignalized and two-way stop control is in place at Columbia Pike.
- **Secondary Access (North)** – The Tollgate Village Concept Plan indicates that a secondary access to Columbia Pike will be located approximately 640 feet north of Tollgate Boulevard.
- **Secondary Access (South)** – The Tollgate Village Concept Plan includes a proposed connection to Declaration Way, the existing access drive to Independence High School. Access at this location will require an agreement with Williamson County Schools.

However, the traffic study now states that additional access shall be constructed and opened based on trip generation based on a table in the study.

B. General Recommendations

- One route of secondary access to Tollgate Village should be constructed and open to traffic prior to the final plat approval for Tollgate Village Section 16 or Section 17, whichever occurs first. If development in Tollgate Village occurs outside of Sections 15, 16, and 17, a route of secondary access should be constructed as part of that development.
- Additional routes of access or roadway/intersection improvements should be constructed and open to traffic based upon the estimated total trip generation for the existing and proposed development. Table 9 provides a summary of access scenarios and corresponding trip generation thresholds for each access scenario. A trip generation report, established using appropriate methodologies for internal trip capture and estimated based upon the current edition of the ITE Trip Generation Manual, should be provided with each proposed development in Tollgate Village. The total peak hour trip generation should not exceed the maximum trip generation for the applicable access scenario.

And once, the third access at Declaration is proposed

F. Declaration Way at South Access

- New pavement markings consistent with the MUTCD and public roadway standards should be installed on Declaration Way between Columbia Pike and the South Access.
- The intersection of Declaration Way and the South Access should operate as a two-way stop control intersection. The South Access should be the minor street with stop control and Declaration Way should be the major street without stop control.

pMarch 28, 2017

Section 16 Preliminary plat. Staff recommended to lift the suspension and approve the plat with contingencies. (With the 2017 traffic study)

Section 17 Preliminary plat. Staff recommended approval with contingencies. (With the 2017 traffic study)

April 25, 2017

Staff announced under planning report the Tollgate developer had contracted for the light and the engineers were working on the design for the second access.

January 23, 2018

Phase 18 Preliminary plat. Staff recommends denial based on lack of compliance with traffic mitigation, specifically secondary access. Plat denied.

March 27, 2018

Phase 18 Preliminary plat. Approved with requirement for second access to be completed and opened.

May 14, 2019 & June 6, 2019

The Board of Mayor and Aldermen reviewed a request to accept a portion of Declaration Way to the intersection of Branford Place.

Attachments

Resolution 2019-012

Final Plat Declaration Right-Of-Way

Minutes of the April 23, 2019 Planning Commission meeting

Staff report for the Declaration Final Plat

Barge Design memo for Branford Place

RESOLUTION NO. 2019-012

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO ACCEPT A RIGHT-OF-WAY DEDICATION OF A PORTION OF DECLARATION
WAY FROM WILLIAMSON COUNTY SCHOOLS**

WHEREAS, the development of Tollgate Village has been approved over the years with the understanding that a right-of-way connection between Tollgate Village and Declaration Way would be made to provide additional connectivity between the development and the Independence High School property; and

WHEREAS, Williamson County Schools ("WCS") has offered to dedicate a portion of Declaration Way to the Town to complete this connection between Tollgate Village and Independence High School; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to accept the public right-of-way described herein.

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

The Town hereby accepts the right-of-way known as Declaration Way from the western right-of-way of Columbia Pike to the intersection with Branford Place as shown on the Final Plat for Declaration Way Right-of-Way Dedication, approved by the Planning Commission on April 23, 2019. A copy of said plat is attached hereto and incorporated herein by reference.

RESOLVED AND ADOPTED this _____ day of August, 2019.

Brian Stover, Vice Mayor

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Andrew Mills, Town Attorney

GENERAL NOTES

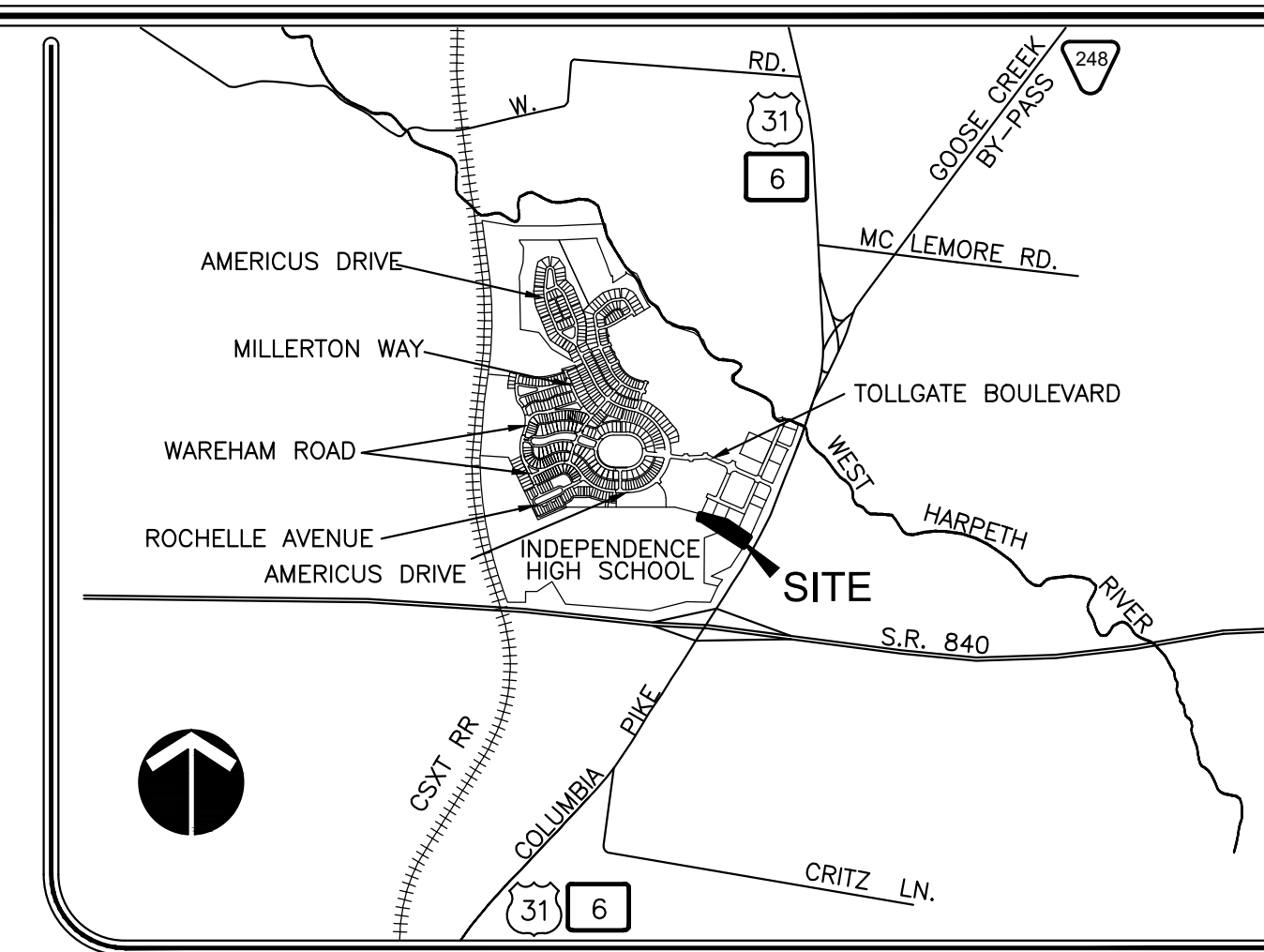
1. THE PURPOSE OF THIS PLAN IS TO DEDICATE RIGHT OF WAY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983. GPS EQUIPMENT WAS USED DURING THE COURSE OF THE SURVEY ON THE SITE TO DETERMINE THE POSITION OF TWO CONTROL POINTS FOR ESTABLISHING THE BEARING BASE. TYPE OF EQUIPMENT USED: TRIMBLE MODEL R10, DUAL FREQUENCY RECEIVER. THE TYPE OF SURVEY: NETWORK ADJUSTED REAL TIME KINEMATIC. CONTROL POINTS FOR BEARING BASE FOR PROJECT AND ROAD LOCATION IMPROVEMENTS.
3. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS NO LESS THAN THREE (3) NOR MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL, DIAL 811.
4. THIS PROPERTY IS CURRENTLY ZONED D3 (HIGH DENSITY RESIDENTIAL).
5. BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONES "X" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0335F, WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 470424, PANEL NO. 0335, SUFFIX F, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
6. ALL STREETS ARE DESIGNATED PUBLIC AND AS SUCH ARE PUBLIC UTILITY, ACCESS AND DRAINAGE EASEMENTS.
7. ALL PUBLIC STREETS AND DRAINAGE STRUCTURES WITHIN THE RIGHTS-OF-WAY WILL BE MAINTAINED BY THE TOWN OF THOMPSON'S STATION. THE "INDEPENDENCE HIGH SCHOOL" SIGN AND LANDSCAPING WITHIN THE RIGHT-OF-WAY WILL BE MAINTAINED BY THE WILLIAMSON COUNTY BOARD OF EDUCATION.
8. LOT 1 WILL BE RETAINED BY THE WILLIAMSON COUNTY BOARD OF EDUCATION.
9. I HEREBY STATE THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:43,595.

DEED REFERENCE

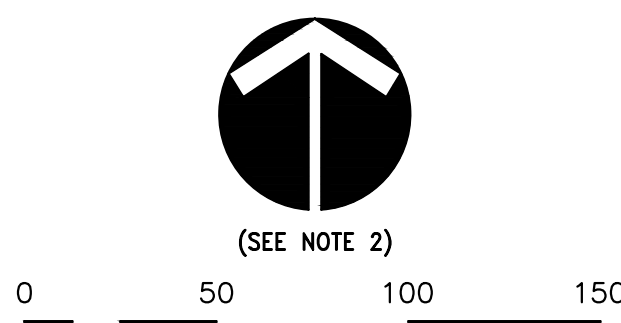
BEING A PORTION OF THE SAME PROPERTY CONVEYED TO WILLIAMSON COUNTY BOARD OF EDUCATION OF RECORD IN DOCKET NUMBER 01699, CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE.

PROPERTY MAP REFERENCE

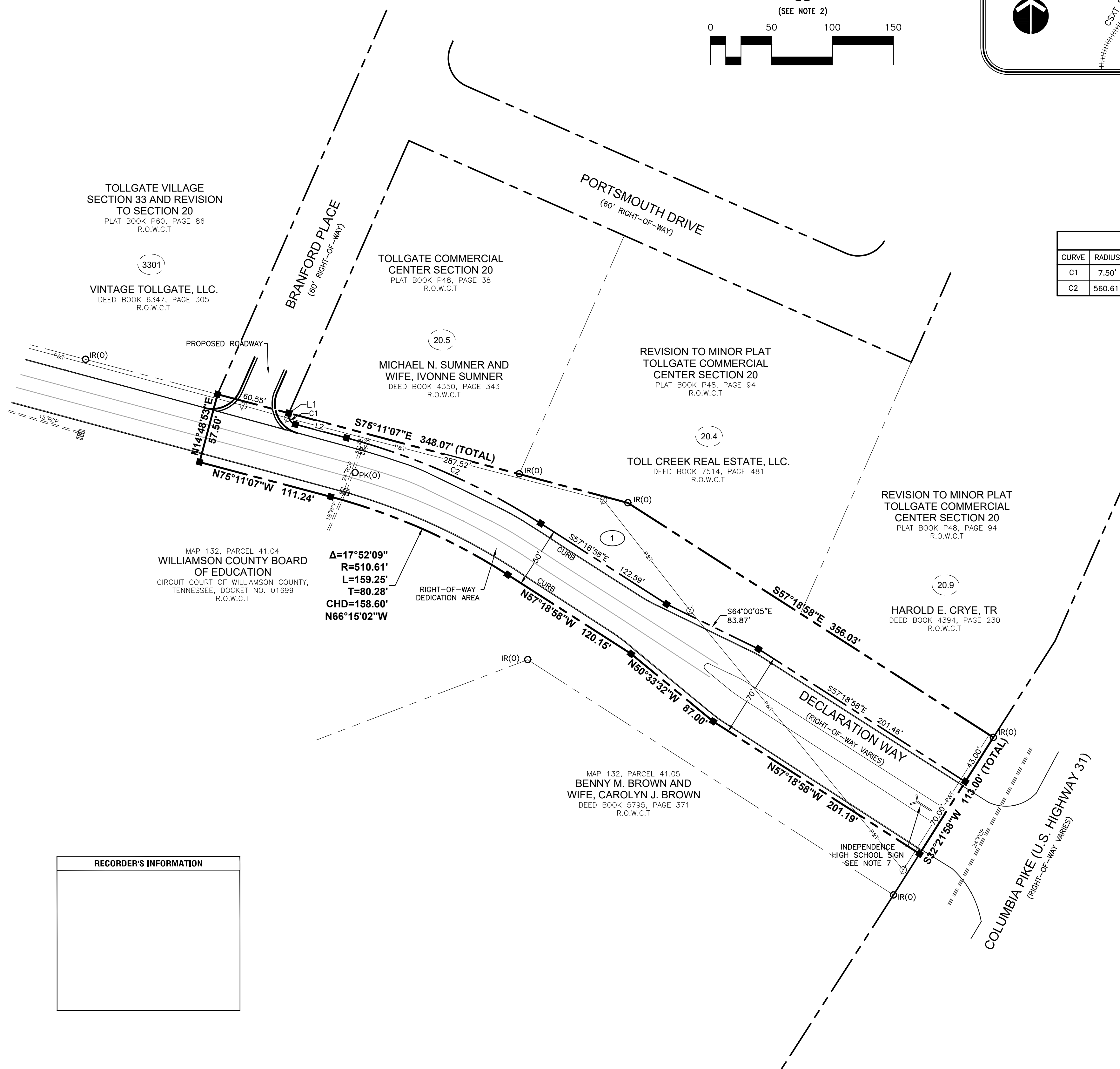
BEING A PORTION OF PARCEL 41.04 AS SHOWN ON WILLIAMSON COUNTY PROPERTY MAP 132.



LOCATION MAP
NOT TO SCALE



(SEE NOTE 2)



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	7.50'	11.43'	87°18'02"	7.15	10.35'	S31°32'06"E
C2	560.61'	174.84'	17°52'09"	88.14	174.13'	S66°15'02"E

LINE TABLE

LINE	BEARING	DISTANCE
L1	S23°46'29"W	244.41'
L2	S75°11'07"E	43.26'

LOT AREA TABLE

LOT	SQ. FT.±	ACRES±
1	22,080	0.51

RIGHT OF WAY AREA TABLE

SQ. FT.±	ACRES±
39,632	0.91

SITE DATA TABLE

TOTAL LOT 1 AREA	- 0.51 ACRES±
TOTAL R.O.W. DEDICATION AREA	- 0.91 ACRES±
TOTAL SITE AREA	- 1.42 ACRES±

$\Delta=17^{\circ}52'09''$
 $R=510.61'$
 $L=159.25'$
 $T=80.28'$
 $CHD=158.60'$
 $N66^{\circ}15'02''W$

RECORDER'S INFORMATION

LEGEND

- CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")
- (R) IRON ROD (OLD)
- (PK) PK NAIL (OLD)
- ∅ UTILITY POLE
- P&T- OVERHEAD POWER AND TELEPHONE LINES
- CATCH BASIN/CURB INLET
- RCP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT OF WAY
- Ⓛ LOT NUMBER
- R.O.W.C.T. REGISTER'S OFFICE WILLIAMSON COUNTY, TENNESSEE

TOTAL AREA = 61,713 SQUARE FEET OR 1.42 ACRES ±

CERTIFICATE OF OWNERSHIP & DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS INDICATED IN DOCKET NUMBER 01699, CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINE, AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC STREETS, UTILITIES AND OTHER FACILITIES HAVE BEEN FILED AS REQUIRED BY THESE REGULATIONS.

DATE: 4/4/19
WILLIAMSON COUNTY BOARD OF EDUCATION
TITLE:

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE THOMPSON'S STATION MUNICIPAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN OR WILL BE PLACED AS SHOWN HEREON TO THE SPECIFICATIONS OF THE SUBDIVISION REGULATIONS, AS APPROVED BY THE TOWN ENGINEER. THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:43,595 AS SHOWN HEREON.

RAGAN - SMITH - ASSOCIATES, INC.
DATE: 4/4/19
JOHN T. DARNALL, RLS NO. 1571

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE PLAN SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND/OR STATE GOVERNMENT REQUIREMENTS OR THAT A SURETY BOND HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT. ALSO, I CERTIFY THAT THE HYDRAULIC DESIGN CRITERIA SPECIFIED IN SECTION 3-108 OF THE THOMPSON'S STATION SUBDIVISION REGULATIONS HAVE BEEN MET.

WATER SYSTEM: HB&TS UTILITY DISTRICT GENERAL MANAGER
SEWER SYSTEM: DATE: NAME, TITLE, AND AGENCY OF AUTHORIZED APPROVING AGENT

CERTIFICATION OF THE APPROVAL OF STREETS

I HEREBY CERTIFY: (1) THAT ALL STREETS DESIGNATED ON THIS FINAL SUBDIVISION PLAN HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THOMPSON'S STATION'S SUBDIVISION REGULATIONS, OR (2) THAT A SURETY BOND HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE: TOWN ENGINEER

CERTIFICATE OF APPROVAL OF MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

I HEREBY CERTIFY THAT THE REQUIREMENTS SET FORTH IN RULES, REGULATIONS, BY-LAWS, POLICY AND OPERATIONAL BULLETINS, PLAT APPROVAL CHECKLIST AND TREE PLANTING GUIDELINES HAVE BEEN MET FOR MTEMC. ANY APPROVAL IS AT ALL TIMES CONTINGENT UPON CONTINUING COMPLIANCE WITH THE AFORESAID REQUIREMENTS.

DATE: MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THOMPSON'S STATION SUBDIVISION REGULATIONS WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE: SECRETARY OF PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

I DO HEREBY CERTIFY THAT THE SUBDIVISION NAME AND STREET NAMES DESIGNATED ON THIS FINAL PLAN HAVE BEEN APPROVED BY THE WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS AGENCY.

DATE: WILLIAMSON COUNTY PUBLIC SAFETY

CERTIFICATE FOR ADDRESSES

I DO HEREBY CERTIFY THAT THE ADDRESSES DESIGNATED ON THIS FINAL PLAN ARE THOSE ASSIGNED BY DEPARTMENT OF INFORMATION TECHNOLOGY (IT).

DATE: IT DEPT. E-911 ADDRESSING COORDINATOR

FINAL PLAT

DECLARATION WAY RIGHT OF WAY DEDICATION

4TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TOWN OF THOMPSON'S STATION, TENNESSEE

DRAWN BY: C. KILGORE
REVISED: APRIL 5, 2019
REVISED: MARCH 13, 2019
DATE: MARCH 5, 2019
JOB NO. 10-081

SCALE: 1"= 50'
W.O. 9260

OWNER
WILLIAMSON COUNTY BOARD OF EDUCATION
1320 WEST MAIN STREET
FRANKLIN, TENNESSEE 37064
(615) 472-4000

RAGAN • SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
315 WOODLAND ST. P.O. BOX 60070 NASHVILLE, TN. 37206
(615) 244-8591 FAX (615) 244-6739 tdarnall@ragansmith.com
CONTACT: TOM DARNALL, RLS
SHEET 1 OF 1

G:\0108152020\152020\152020\DECLARATION WAY FINAL PLAT.DWG PLOTTED BY: AMANDA REED ON: 4/20/19 4:40 PM LAST UPDATED BY: RAGAN-SMITH ASSOCIATES

August 9th, 2019

Wendy Deats
Town Planner
Town of Thompson's Station, Tn

RE: Branford Place Extension/Declaration Way Access

Dear Wendy:

The purpose of this letter is to analyze the possible extension of Branford Place between Declaration Way and Portsmouth Drive, in the town of Thompson's Station, Tennessee. The following analysis compares three potential scenarios for the proposed intersection of Branford Place and Declaration Way. The scenarios considered are:

- Existing conditions
- Stop control
- Right-in right-out

The following intersections were analyzed in this analysis:

- Columbia Pike (US 31) and Declaration Way (unsignalized)
- US 31 and Tollgate Blvd (signalized)
- Tollgate Blvd and Branford Place (roundabout)
- Village Tollgate Dr/Portsmouth Dr and Branford Place (unsignalized)
- Tollgate Blvd and Elliston Way (unsignalized)
- Declaration Way and Proposed Access (unsignalized)

US 31 serves as a major north-south corridor in the Nashville Metro area, serving the city of Nashville to the north and the town of Thompson's Station and cities of Spring Hill and Columbia to the south. Tollgate Boulevard serves as the primary access to the Tollgate neighborhood, a large residential development, located approximately 2500 feet north of Interstate 840. Declaration Way serves as the single access to Independence High School.

Peak hour turning movement count data was collected on Wednesday, September 5, 2018, while local schools were in session, at the following locations:

- US 31 and Declaration Way
- US 31 and Tollgate Blvd
- Tollgate Blvd and Clear Haven Drive
- Village Tollgate Dr/Portsmouth Dr and Branford Place
- Tollgate Blvd and Elliston Way

These existing counts were used to calculate existing counts for all study intersections. The peak hours were found to be the following:

- AM: 6:45 – 7:45 AM
- SCHOOL: 2:45 – 3:45 PM
- PM: 4:45 – 5:45 PM

Intersections were analyzed using methodology found in the *Highway Capacity Manual*, Transportation Research Board, 2010, using Synchro traffic modeling software. The analysis

calculates a Level of Service (LOS) for each study intersection. Level of Service is a point of reference that allows comparison between different stages of delay, from LOS A (best) to LOS F (failure). Table 1 shows criteria of LOS for intersections.

Table 1. Level of Service Criteria

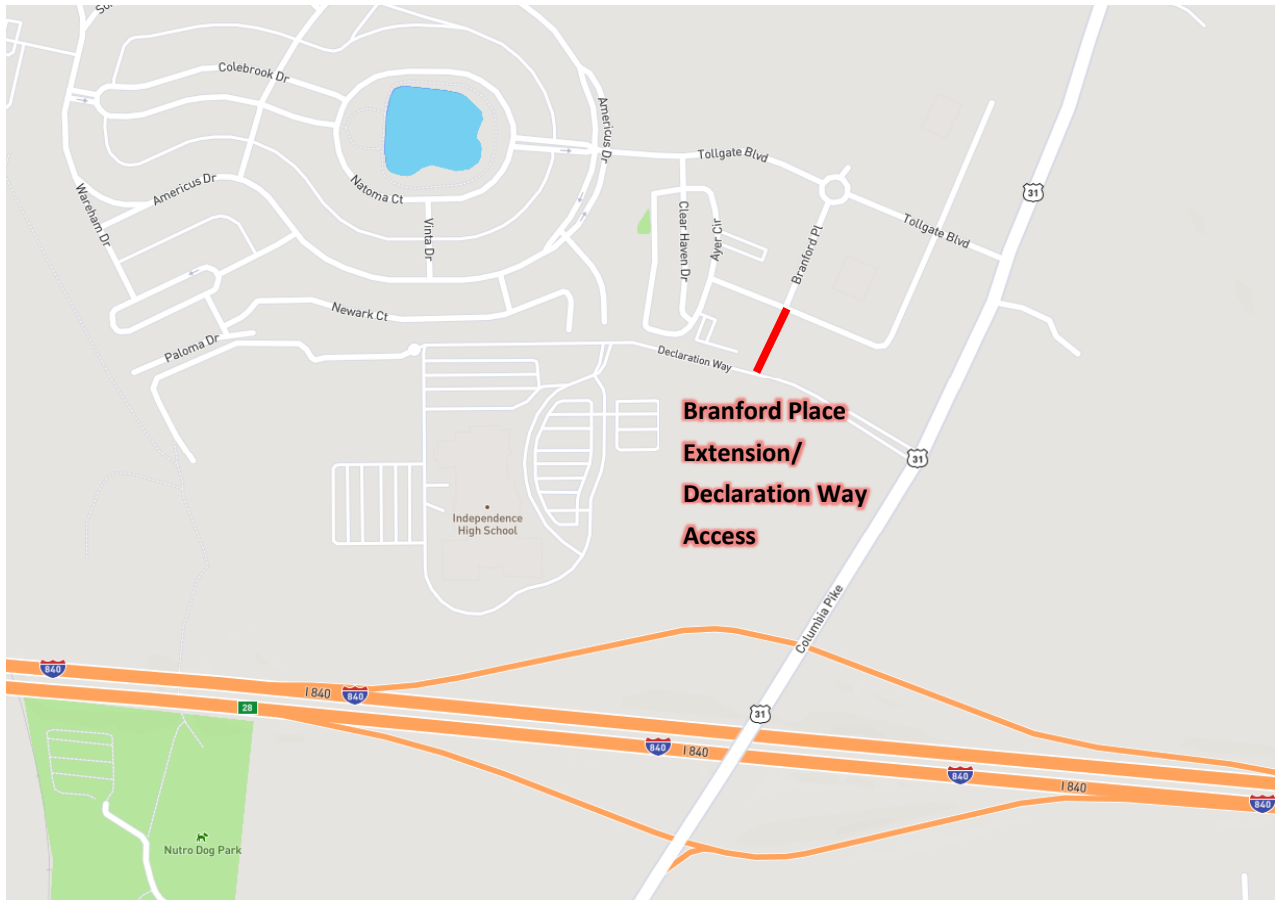
Level of Service	Description	Average Control Delay sec/vehicle		
		Signalized	Roundabout	Unsignalized
A	<i>Free Flow</i>	≤ 10	≤ 10	≤ 10
B	<i>Stable Flow - Slight Delay</i>	> 10 – 20	> 10 – 20	> 10 – 15
C	<i>Stable Flow - Acceptable Delay</i>	> 20 – 35	> 20 – 35	> 15 – 25
D	<i>Near-Unstable Flow – Tolerable Delay</i>	> 35 – 55	> 35 – 50	> 25 – 35
E	<i>Unstable Flow – Intolerable Delay</i>	> 55 – 80	> 50 – 70	> 35 – 50
F	<i>Forced Flow – Failure</i>	> 80	> 70	> 50

Highway Capacity Manual, Transportation Research Board, 2010

The results of Existing analysis are shown in Table 2, in addition to the analysis results for the proposed access.

The approximate location of the proposed access is shown in Figure 1.

Figure 1. Branford Place Extension



The following scenarios were considered for the access on Declaration Way:

1. **Full Access** – Declaration Way includes eastbound left turn lane and southbound Branford Place is stop-controlled with one exiting and one entering lane.
2. **Right-In/Right-Out** – Southbound Branford Place stop-controlled with one exiting right-turn-only lane and one entering lane for westbound right turns.
3. **Emergency Gate** – Same configuration as Full Access with a gate that blocks access except during emergencies.

The future intersection of Branford Place/Access and Vintage Tollgate Drive/Portsmouth Drive is expected to be stop-controlled for east and westbound approaches.

Existing traffic was redistributed accordingly:

1. **Full Access** – 20% of eastbound Declaration Way left-turning vehicles at US 31 distributed to use new access to eastbound Tollgate Boulevard left turn at US 31. 20% of southbound

US 31 right-turning vehicles at Declaration way distributed to use new access with right turn at Tollgate Boulevard.

2. **Right-In/Right-Out** – 20% of southbound US 31 right-turning vehicles at Declaration way distributed to use new access with right turn at Tollgate Boulevard.
3. **Emergency Gate** – If closed, same as Existing, if open same as Full Access.

These scenarios were analyzed with the proposed traffic volumes and configurations using the same methodology as the Existing conditions. The results of analysis are shown in Table 2.

Analysis does not consider the use of traffic officers during the SCHOOL peak hour. The Emergency Gate scenario is expected to operate the same as Full Access when open, and Existing when closed.

Figure 2 includes all analysis results. Green highlighted results indicate better performance than Existing, and yellow highlighted results indicate worse performance than Existing. Numbers and letters in red indicate poor LOS of E or F.

As shown in Figure 2, the proposed access has little impact on performance in all scenarios. The greatest impact is on the eastbound approach of Tollgate Boulevard at US 31, which adds approximately 5 seconds of delay to the left turn during the SCHOOL peak hour. Slight decreases and increases in delay result from redistributed traffic but have minimal impact on LOS.

The following recommendations are based on this analysis:

- Construct Branford Place Extension between the existing intersection of Branford Place and Portsmouth Drive and Declaration Way. Install sidewalk on both sides of the extension.
- Install full access intersection at Branford Place Extension and Declaration Way. Branford Place to be stop controlled. Restripe Declaration Way to include one eastbound left turn lane with 200 feet of storage. Install pedestrian crossing pavement markings, speed table, and pushbutton-activated pedestrian crossing signs at intersection, coordinating with proposed sidewalk.
- Install sidewalk on Declaration Way from Branford Place Extension to Independence High School. Although this may be installed on either side of Declaration Way (on the county school property and is assumed to be constructed by WCS), it is assumed it will be installed on the south side due to existing grading.

This proposed extension would allow a second access for more efficient traffic flow and additional access in the event of an emergency at Independence High School. The proposed recommendations are presented conceptually in Figure 2. All recommendations are subject to school and town coordination. Please contact me if you have any questions.

Sincerely,

Barge Design Solutions, Inc.



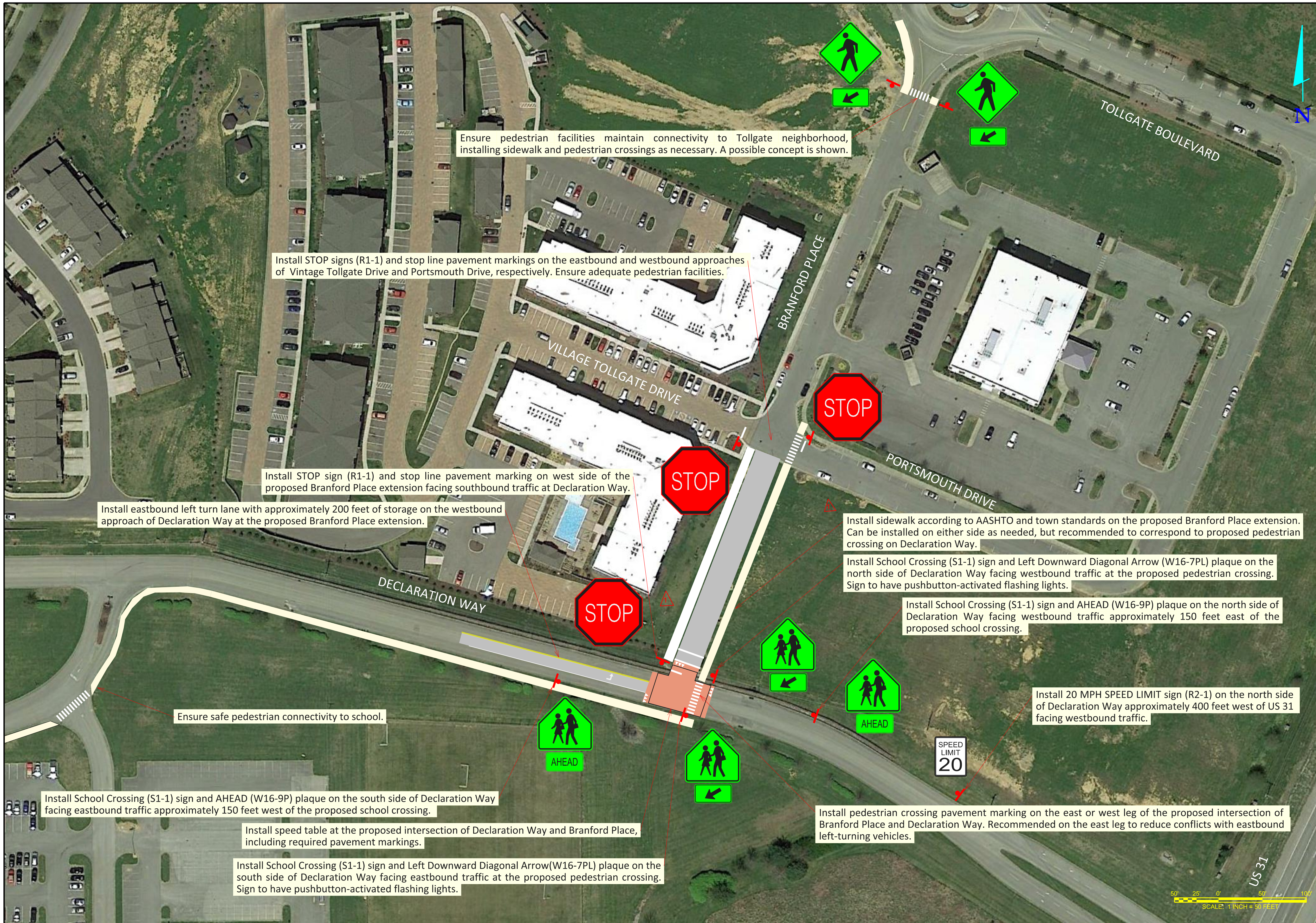
Jonathan W. Smith, P.E., IMSA TS II

Enclosures

Table 2. Branford Place Extension Analysis

Figure 2. Proposed Improvements

3672714



Ensure pedestrian facilities maintain connectivity to Tollgate neighborhood, installing sidewalk and pedestrian crossings as necessary. A possible concept is shown.

Install STOP signs (R1-1) and stop line pavement markings on the eastbound and westbound approaches of Vintage Tollgate Drive and Portsmouth Drive, respectively. Ensure adequate pedestrian facilities.

Install STOP sign (R1-1) and stop line pavement marking on west side of the proposed Branford Place extension facing southbound traffic at Declaration Way.

Install eastbound left turn lane with approximately 200 feet of storage on the westbound approach of Declaration Way at the proposed Branford Place extension.

Install sidewalk according to AASHTO and town standards on the proposed Branford Place extension. Can be installed on either side as needed, but recommended to correspond to proposed pedestrian crossing on Declaration Way.

Install School Crossing (S1-1) sign and Left Downward Diagonal Arrow (W16-7PL) plaque on the north side of Declaration Way facing westbound traffic at the proposed pedestrian crossing. Sign to have pushbutton-activated flashing lights.

Install School Crossing (S1-1) sign and AHEAD (W16-9P) plaque on the north side of Declaration Way facing westbound traffic approximately 150 feet east of the proposed school crossing.

Install 20 MPH SPEED LIMIT sign (R2-1) on the north side of Declaration Way approximately 400 feet west of US 31 facing westbound traffic.

Ensure safe pedestrian connectivity to school.

Install School Crossing (S1-1) sign and AHEAD (W16-9P) plaque on the south side of Declaration Way facing eastbound traffic approximately 150 feet west of the proposed school crossing.

Install speed table at the proposed intersection of Declaration Way and Branford Place, including required pavement markings.

Install School Crossing (S1-1) sign and Left Downward Diagonal Arrow (W16-7PL) plaque on the south side of Declaration Way facing eastbound traffic at the proposed pedestrian crossing. Sign to have pushbutton-activated flashing lights.

Install pedestrian crossing pavement marking on the east or west leg of the proposed intersection of Branford Place and Declaration Way. Recommended on the east leg to reduce conflicts with eastbound left-turning vehicles.

FIGURE 2: RECOMMENDED IMPROVEMENTS

BRANFORD PLACE EXTENSION
DECLARATION WAY ACCESS

THOMPSON'S STATION, TENNESSEE

DR.	CHK.	DATE	DESCRIPTION
1		02/19	Sidewalk to be on both sides of road

Minutes of the Meeting
of the Municipal Planning Commission
of the Town of Thompson's Station, Tennessee
April 23, 2019

Call to Order:

The meeting of the Municipal Planning Commission of the Town of Thompson's Station was called to order at 7:00 p.m. on 23rd day of April 2019 at the Thompson's Station Community Center with the required quorum. Members and staff in attendance were: Chairman Trent Harris; Commissioner Mac Hughes; Commissioner Tara Rumppler; Commissioner Sheila Shipman; Commissioner Kreis White; Commissioner Bob Whitmer; Alderman Shaun Alexander; Town Planner Wendy Deats; Town Attorney Todd Moore; and Town Traffic Engineer Jonathan Smith.

Pledge of Allegiance.

Minutes:

The minutes of the March 26, 2019 regular meeting were presented.

Commissioner Whitmer made a motion to approve the March 26, 2019 meeting minutes. The motion was seconded and carried unanimously by all present.

The minutes of the November 1, 2018 special called meeting were presented.

Commissioner Shipman made a motion to approve the November 1, 2018 meeting minutes. The motion was seconded and carried unanimously by all present.

Public Comment: Paul Beck who resides at 2782 Americus Drive in Tollgate Village spoke in opposition to a connection to Declaration Way.

Scott Stofel who resides at 2021 Bungalow Drive in Tollgate Village spoke in opposition to a connection to Declaration Way.

Larry Simmons who resides at 3116 Hazelton Drive in Tollgate Village stated his concerns regarding the connection to Declaration Way requesting consideration of a gate if the connector road is constructed.

Town Planner Report: None.

New Business:

1. Final Plat for the dedication of Declaration Way (FP 2019-002):

Mrs. Deats reviewed the history of Tollgate Village citing the original 2003 traffic study along with updated concept plan and updated traffic studies.

Mr. Smith discussed the review of the traffic studies for Tollgate Village.

Alderman Stover received two emails which he forwarded to Mrs. Deats who read both emails from George Petzelt and Erika and Keith Tennant into the public record.

Mrs. Deats reviewed her report and based on the project's compliance with the approved preliminary plat, Staff recommends that the Planning Commission approve the final plat with the following contingency:

1. Prior to the recordation of the final plat, Declaration Way shall be accepted by the Board of Mayor and Aldermen.

After discussion, Commissioner Whitmer made a motion to defer, however the motion failed. Commissioner Shipman made a motion for the Planning Commission to approve of Item 1. The motion was seconded with passed with a vote 4:3 with Commissioners Alexander, White and Whitmer opposing.

2. **Final Plat for the creation of 32 single family lots within Phase 13, Section 13B in The Fields of Canterbury (FP 2019-003).**

Mrs. Deats reviewed her report and based on the project's compliance with the approved preliminary plat, Staff recommends that the Planning Commission approve the final plat with the following contingencies:

1. Prior to recordation of the final plat, a surety shall be submitted to the Town in the amount of \$334,000 for roadways, drainage and erosion control.
2. Prior to recordation of the final plat, a surety shall be submitted to the Town in the amount of \$210,000 for sewer.
3. All tree replacements shall be installed in accordance with the approved replacement plan for phase 13.
4. As built drawings shall be required for the drainage and sewer system with a letter from the Design Engineer that they are constructed per the approved drawings and functioning as intended.

After discussion, Commissioner Alexander made a motion to approve Item 2, a final plat for Section 13B including 32 single family lots. The motion was seconded and carried by all present.

There being no further business, the meeting was adjourned at 8:33 p.m.

Trent Harris, Chairman

Attest:

Shaun Alexander, Secretary

**Thompson's Station Board of Mayor and Aldermen
Staff Report – Item 5 (File: Zone Amend 2019-002)
September 10, 2019
Land Development Ordinance Amendments**

PROJECT DESCRIPTION

Amendments to certain provisions of the Land Development Ordinance.

BACKGROUND

On June 25, 2019 the Planning Commission held a work session to discuss the proposed LDO amendments. On August 27, the Planning Commission took under consideration the proposed amendment and is recommending the following amendments to the Land Development Ordinance.

PROPOSED REVISIONS

Section 1.3 Definitions (page 16). The definition section does not have a definition for “personal service” or “parking facilities” therefore, Staff recommends the inclusion of the following:

Automotive Uses: such uses that include, in whole or in part, the servicing, repairing, maintaining, storing or refueling of automobiles or any similar, motorized vehicle.

Personal Service: an establishment providing services, such as hair and beauty, dry cleaning and tailoring, photography studios or other similar services. These establishments may also offer retail products for the services provided.

Parking facilities: public or private areas assigned for parking, including at grade parking and parking structures.

Section 3.6.9 Lot Drainage (page 49). Due to recent concerns about the review of stormwater, Staff requested that our engineers review and recommend some changes to clarify the standards.

a. Lots shall be laid out so as to provide positive drainage away from all buildings but not **channelize flow** across public sidewalks or other pedestrian ways. Drainage of individual lots shall be coordinate with the existing or proposed general storm drainage pattern for the area.

Section 3.10 Drainage and Storm Sewers (page 68). Due to the need for additional clarity related to stormwater during the construction drawing review, Staff requested our engineer recommend additional specifications to manage stormwater facilities.

3.10.2 Stormwater Facilities.

c. Accommodation of Upstream Drainage Areas

Closed conduit storm sewer systems including inlets shall be designed for a 10 year storm. The roadway spread shall be limited to eight (8) feet. A culvert or other drainage facility shall be large enough to accommodate potential run off from its entire upstream drainage area for the 10 year event, providing the 10 year discharge is not larger than 100 cfs. If the 10 year design flow is larger than 100 cfs, then the culvert shall be designed for the 100 year design flow. This shall be the design for culverts whether inside or outside the subdivision. Pipe and culverts shall have a minimum slot of 0.5% and swales shall have a minimum slope of 1%.

d. Effect on Downstream Drainage Areas.

i. Pre-development and post-development runoff rates, volumes and velocities for the two (2), ten (10), twenty-five (25) and one-hundred (100) year occurrences **while providing one (1) foot of freeboard in a pond at a 100 year storm event** as determined using the SCS TR 55 method . . . (all other text remains unchanged).

iv. Controlled releases of discharge from a detention basin shall include a v-notch rectangular or other weir configurations **or perforated riser pipe** which prevent increased damage above predevelopment conditions for storm events of two (2), ten (10) and twenty-five (25) year occurrences. The developer shall ensure that the one hundred year design can be managed safely by the detention facility, incorporating spillways as necessary. **Spillways shall be placed on undisturbed earth or armored with concrete, grouted rip rap or other approved means.** At the town's discretion, funds in lieu of detention may be offered as an alternative to providing onsite detention. Funds in lieu amount shall be based on the estimate cost of the eliminated on-site detention.

v. Detention facilities shall be platted in open space as perpetual drainage easements and shall be designed as amenities and maintained by the homeowner's association. **Velocities in vegetated swales shall be limited to a 4 fps or less.** Estimated increases in discharge velocity shall be mitigated by energy dissipation devices **as designed by the developer's engineer** where required to prevent erosion. The developer shall file copies of the covenants and/or homeowners association charter and bylaws with the Town.

Section 3.12.3 Electrical and Communication Service Lines (page 72). Staff recommends the removal of the following language in Section 3.12.3 due to the creation and adoption of new language in Section 3.9.23 – Roadway Construction Specifications which addresses street lights within subdivisions:

~~d. Lighting--When street lights are proposed in a subdivision, the lighting plan must be reviewed and approved by the Town Engineer relative to design, height, luminaire intensity and cutoff. - The developer bears the responsibility for maintenance and utility service costs.~~

Section 3.14 Signage.

The construction plans shall include a signage plan. The signage shall be consistent through the entire neighborhood.

- a. **All traffic regulatory signage shall conform to the requirements of the MUTCD, latest edition, and shall be install within the limits of the public rights-of-way or approved access easement.**
- b. **All street name signs and regulatory signs shall be of high intensity reflectivity.**
- c. **The edge of the sign shall be placed a minimum of two (2) feet from the street, measured from the face of curb. The height of the sign shall be a minimum of six (6) feet tall, measured from the top of curb to the bottom of the sign.**
- d. **The designated speed limit shall be as identified within the Subdivision Regulations for the Town of Thompson's Station.**
- e. **The homeowner's association within the subdivision/neighborhood shall retain maintenance responsibility for all decorative signage, including regulatory signage and the sign posts.**

Section 4.10 Use Residential Property Standards (page 101). Upon occasion a single-family residential structure will be constructed with an orientation away from the primary roadway frontage. Therefore, it was requested of Staff to amend the standards to require house orientation toward the roadway. This can be accomplished by adding the following language:

- d. Single family lots shall be developed with one dwelling unit consisting of a single kitchen facility, one front access point and shall have non-restricted interior access to all portions of the structure. **The front of the house shall be oriented toward the roadway unless the house is setback a minimum of 500 feet.**

Section 4.11.5 Automotive Uses (page 105). Due to the high impact of automotive uses standards are established in the LDO to govern these types of uses. Automotive uses, such as gasoline sales and auto cleaning and repair are typically permitted within both the community commercial and industrial zones. The Town currently has two gas stations along Columbia Pike with another two gas stations approved. Staff is concerned that a proliferation of gas sales will occur without additional considerations to the use. Therefore, in order to protect the Columbia Pike corridor Staff recommends a minimum distance between gas stations.

- a. **Automotive uses within the Community Commercial zoning district shall not be located within 3000 feet of any other automotive use.**

(Note: remaining sections will be re-lettered).

Section 4.15 Fencing (page 118). Fencing standards within the LDO do not account for larger commercial or industrial sites that may require chain link as an option. Therefore, Staff recommends the following changes including the addition of a new section:

4.15.1 No wall or fence shall exceed six (6) feet in height. Prohibited materials include chain link, barb wire, or temporary materials, **except as provided herein.** Construction site with temporary fencing are exempt. Pre-existing house and agricultural uses may be exempt from the fencing requirements.

4.15.7 Properties that are zoned commercial or industrial may apply to the Town Planner to use chain link fencing, provided that no part of the chain link fencing is visible from any public right-of-way. Upon a written application, with accompanying plans clearly indicating where the chain link fencing is intended to be installed, from the owner of a commercially or industrially zoned property, the Town Planner or designee shall review the plan and inspect the property as necessary to determine that the chain link fencing will not be visible from any public right-of-way.

Section 5.2.3 Concept Plan (page 135). The submission for concept plan in the Land Development Ordinance conflicts with the required checklist. The LDO states to submit one copy of the concept plan, however, concept plans are reviewed by the Planning Commission. Therefore, Staff recommends the following change for clarity and consistency:

- c. Concept plan consideration. The applicant shall submit the concept plan for Town staff review. The applicant shall provide ~~one hard copy and one digital copy~~ **a submittal package in accordance with the concept plan checklist.** The Town Planner shall present the concept plat and his or her report and findings to the Planning Commission at its next regularly scheduled meeting after completion of the report. As the concept plan is for informational purposes only, the Planning Commission shall take no formal action with respect to a concept plan.

Section 5.2.5.c (page 137). Tennessee has a vesting statute which protects the approval of projects and provides and allowance for the same code requirements to remain in place at the time of the approval. Therefore, Staff recommends that the following language be changed in order to comply with State law:

Land Development Ordinance states that site plan approval “*shall be valid for one (1) year from date of approval. If, in the opinion of the Town Planner substantial construction on the principal structure, including but not limited to foundations, walls, and roofs has not commenced within one (1) year, the site plan approval by the Town Planner shall expire and a new application will be required. ~~The new application will be required to conform to the current code requirements at the time of the new application.~~*”

Section 5.2.12 (page 142). Given some concerns regarding the issuance of building permits and the construction of housing prior to necessary improvements such as drainage, Staff would like to ensure improvements are in prior to construction.

Upon recording of the plat, lots may be sold and building permits may be issued subject to any applicable conditions. The public way improvements shall be adequate and safe for vehicular access by the prospective occupant and by police, fire and emergency equipment prior to the issuance of a building permit. **The drainage infrastructure shall also be in place in accordance with the approved construction drawings to manage stormwater and protect prospective occupants from potential stormwater hazards.** Before a use and occupancy permit will be granted, water sewer, street names and traffic signs must be installed.

Section 5.4.2. (page 147). Additional information is requested on concept plans in order to address proposed transect communities and wastewater capacity evaluations, therefore, Staff requests the following information be included in the checklist for concept plans:

- e. Proposed transect community (TC) concept plan:
 - ix. **Overlay district locations with acreages and percentage of community unit, if applicable (Section 4.5.7)**
 - x. **Any requested administrative waivers or variances.**

- g. utilities:
 - ii. **Location of proposed tie-in to existing collection system (include map);**
 - iii. **Number and type of residences;**
 - iv. **Number and type of commercial or industrial development utilizing categories described in TDEC’s Design Criteria for review of Sewage Works Construction Plans and Documents. If the type is not represented in the document, provide an estimate with calculations of the expected wastewater flow from the development; and**
 - v. **Phasing and type of development within each phase.**

5.2.5 Site Plans.

- b. Upon the receipt and review by the Town Planner, all site plans, **except for a change of use,** including all of the above information shall be placed upon the agenda of the next regularly scheduled meeting of the Planning Commission. . . .

A change of use request, submitted by an applicant in the form and manner as outlined herein or as later determined by the Town, shall include all applicable information as determined by the Town Planner and shall be submitted for review by the Town Planner or his/her designee. In the event a change of use request is denied, the Town Planner shall so state the reason(s) for

the denial in writing and provide a copy of the same to the applicant. Additionally, the applicant may appeal a denial to the Board of Zoning and Appeals.

In addition, Staff is recommending an update to the Development Agreement which includes polishing the language, grammar and formatting. The changes also include ensuring that all terms, specifically capitalized terms are properly and adequately defined. Vague phrases are removed and/or clarified along with Town discretion as to several sections, the administrative fee, indemnity and hold harmless, and security sections. Building permits and the codes that apply to the same, specifically as to timing, are added in line with Tennessee Code. Jurisdiction and venue language were added.

5.4.3 Preliminary Plat (page 147). Per discussions with the utility board, Staff has identified the need for additional information related to an approved soils map during the preliminary plat stage.

xxviii. Tennessee Department of Conservation approved soils map(s) of the property.
(Note: remaining sections will be re-lettered).

RECOMMENDATION

Planning Commission recommends the adoption of the proposed amendments to the Land Development Ordinance to the Board of Mayor and Aldermen.

Attachments

Development Agreement
Automotive Use Exhibit
Ordinance 2019-008

**Development Agreement for
Phase(s) _____ – Lots _____**

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter the “Agreement”), is made effective this the ____ day of _____, 20__ (hereinafter the “Effective Date”), by and between _____ with principal offices located at _____, (hereinafter the “Developer(s)”; and the Town of Thompson’s Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the “Town”).

I. PURPOSE OF THE AGREEMENT

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

II. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

25. *SoilMap(s)* – The Developer shall be required to generate, at Developer’s sole expense, and submit to the Town extra high intensity soil map(s) approved by the Tennessee Department of Environment and Conservation (“TDEC”) for the entire property proposed to be developed in order to identify drip disposal areas for Town use. The soil map(s) must be generated following all applicable TDEC guidelines, rules, and regulations. The soil map(s) must be submitted to the Town at the time the Developer submits the Preliminary Plat. Failure to submit the required soil map(s) will result in the Town rejecting said Preliminary Plat.

III. REQUIRED IMPROVEMENTS

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

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

2. *Sanitary Sewer System* - The Developer agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town Regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. **The Developer is approved for _____ sewer taps.** The Developer agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

3. *Streets* - The Developer agrees to dedicate and improve and/or construct, at no cost to the Town, all public and/or private streets, including but not limited to: curbs, gutters, and sidewalks,

located within or required by this Project to comply with Town Regulations in accordance with the Final Project Documents.

- a. In some circumstances, the Town may require the payment of an in-lieu of construction fee as an alternate to the construction of the required improvements by the Developer. The amount of any in-lieu construction fee will be one hundred and twenty-five percent (125%) of the estimated construction cost of the improvements, as determined by the Town in its sole and absolute discretion.
 - b. The Developer shall furnish and install base asphalt and a final wearing surface asphalt course on all streets, public and private, in accordance with the Town Regulations and the Final Project Documents. The Developer shall make all necessary adjustments to manholes, valve boxes, and other appurtenances as required to meet finished surface grade and to repair any areas designated by the Town, as required prior to the installation of the final surface asphalt.
 - c. The Developer agrees to install permanent street signposts and markers at all street intersections in the Project and to install traffic control devices, signage, and striping relative to and as required for the Project. All traffic control devices, signage, and striping shall be installed as per the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Town Engineer.
 - d. The Developer agrees to pay the cost of all engineering, inspection, and laboratory costs incurred by the Developer incidental to the construction of street(s) to be constructed or improved pursuant to this Agreement, including, but not limited to: material and density testing, and, if the Town Planner or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.
4. *Streetlights* - The Developer agrees to pay the cost of installation of Street Lighting along all public roadways improved as part of the Project, with said Street Lighting determined by Town Regulations and Final Project Documents.
5. *Power Distribution Poles* – The Developer agrees to pay the full cost difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project frontage. If the Project frontage is along both sides of the public road, the Developer agrees to pay the full cost difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project. If the Project is only along one side of the public road, the Developer agrees to pay one-half the cost of the difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project frontage.
6. *Gas and Electric Service* - The Developer shall install underground electric and natural gas service to the Project in accordance with Town Regulations in effect at the time of such installation.
7. *Stormwater Management System* - The Developer agrees that all storm water management systems and related facilities, including, without limitation: permanent post-construction storm water runoff management best management practices, ditch paving, bank protection, and fencing adjacent to open ditches, made necessary by the development of the Project are to be constructed and maintained by the Developer.

8. *Stormwater Pollution Prevention Plan* - The Developer agrees that it will prepare, implement, and maintain a Stormwater Pollution Prevention Plan for the Project in accordance with all Town, State, or Federal regulations, and as approved in the Final Project Documents.
9. *Best Management Practices* - The Developer agrees that it will provide all necessary best management practices (BMPs) for erosion and sediment control. BMPs to control erosion and sediment during construction, include, but are not limited to, temporary vegetation, construction exit, inlet protection, and silt fence.
 - a. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched, seeded and/or sodded, or otherwise protected as required by the Town Engineer to prevent erosion.
 - b. In the event the Town Engineer determines that necessary erosion and sediment control is not being provided by the Developer, the Town Engineer may issue a Notice of Violation (NOV) to the Developer.
10. *Engineer's Certification* - The Developer shall provide the written opinion of a professional engineer, currently licensed to practice in Tennessee, attesting that the entire watershed where the Project Site is located has been reviewed, and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed development of the Project will not increase, alter, or affect the flow of surface runoff water, nor contribute to same, so as to damage, flood, or adversely affect any downstream property.
11. *Stream Buffers* - The Developer agrees to provide stream buffers along all regulated watercourses in accordance with Town Regulations and the TDEC General Construction Permit.
12. *Changes and Substitutions* - Should the Developer determine that changes or substitutions to the approved Final Project Documents may be necessary or desirable, the Developer shall notify the Town Engineer, in writing, requesting approval of the desired changes or substitutions, explaining the necessity or desirability of the proposed changes or substitutions. The request by the Developer must be accompanied by sufficient documentation, including drawings, calculations, specifications, or other materials necessary for the Town to evaluate the request. No changes are to be made in the field until express, written permission is granted by the Town Engineer.

IV. PROJECT SCHEDULE

1. *Approved Final Project Documents* – Prior to the recording of the Final Plat, the Developer shall provide to the Town electronic copies (PDF scans) of the Approved Final Project Documents (Collective Exhibit A) along with a signed acknowledgment that the documents submitted are incorporated into this Agreement by reference.
2. *Demolition Permits* - If demolition of any improvement on the Project Site is anticipated, a demolition permit from the Town must be obtained by the Developer.
3. *Certificate of Insurance* - Prior to the recording of the Final Plat, the Developer will furnish to the Town a Certificate of Insurance evidencing the required coverage and listing the Town as additional insured. The furnishing of the aforesaid insurance shall not relieve the Developer of

its obligation to indemnify and hold harmless the Town in accordance with the provisions of this Agreement.

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

V. PROJECT CLOSEOUT

1. *As-Built Drawings* - Prior to Final Acceptance, the Developer shall submit as-built plans / as-built drawings of the improvements installed as part of the Project, including but not limited to: the potable water system, the sanitary sewer system, the drainage/detention/stormwater management system, landscaping, irrigations system, photometric plan, and streets including curbs and gutters and sidewalks, signed and sealed by a Design Professional, confirming that the installed improvements are in compliance with Town Regulations and the approved Final Project Documents.
2. *Letter of Completeness* – Prior to Final Acceptance, the Town shall conduct a site check visit and if appropriate issue a Letter of Completeness that the Project is ready to be considered for acceptance by the Board of Mayor and Aldermen. The Letter of Completeness does not

constitute acceptance of the Project by the Town. Until Final Acceptance by the Board of Mayor and Aldermen any part of the Project is subject to correction. Developer shall comply with the Town's Dedication of Public Improvements Policy.

3. *Curbs and Gutters* - All required curbs and gutters must be completed and without defect prior to Final Acceptance of the Project. The Developer shall be responsible for repairing any latent defects and/or failures in the curbs and gutters which may occur prior to formal dedication and acceptance of the Project.
4. *Final Construction Cost* - The Developer shall furnish in writing the itemized as-built construction costs of all public improvements prior to issuance of a Letter of Completeness for the Project.
5. *Tree Mitigation/Replacement* - Prior to the issuance of a Letter of Completeness, the Developer shall submit an as-built landscaping plan that reflects the required tree mitigation and replacement as well as all revisions to the mitigation plan as approved by the Planning Commission. Tree mitigation/replacement shall be reviewed by the Town Planner.
6. *Sidewalks* - All required sidewalks shall be completed and without defect prior to acceptance of the Project. The Developer shall be responsible for repairing any latent defects in the sidewalks prior to acceptance of the Project. All references to sidewalks include required handicap ramps. Nothing herein shall be construed to require acceptance of sidewalks by the Town for a Project.

VI. SECURITY

1. *Cost Estimates* - The Developer shall furnish to the Town estimates as to quantity and cost of all public improvements relative to the Project, such estimate being set forth on **Exhibit "C"** attached hereto and incorporated herein by reference. These estimates will be used to assist the Town Engineer in establishing the amount of Security required for the Project.
2. *Security for Public Improvements* - The Developer shall provide, at the time of final plat to the Town, a Performance Security instrument in the amount which sum represents and totals to one hundred and ten percent (110%) of the estimated cost of all approved public improvements.
3. The Performance and Maintenance Security shall have an expiration date of one (1) year after the Effective Date, but **shall automatically renew** for successive one (1) year periods without effort or action by the Town until the Security is released by the Town at the time of acceptance, and the Performance and Maintenance Security documentation shall reflect the aforementioned requirements.
4. *Form of Security* - The form and substance of any Security shall be subject to the approval of the Town Attorney. A copy of the Performance Security is attached to this Agreement as **Exhibit "D"** and made a part hereof guaranteeing, to the extent of the Security, the faithful performance of this Agreement by the Developer. The Security, if a Letter of Credit, shall provide that the physical presence of a representative of the Town shall not be required for presentation and that venue and jurisdiction shall be in a court of competent jurisdiction in Williamson County, Tennessee.

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

VII. WARRANTY

1. *Warranty Period* - The Developer is required to complete the Public Improvements and all other improvements required herein and by Town Regulations relative to the Project, in accordance with the terms of this Agreement. Further, the Developer is to correct any defects or failures as directed by the Town Planner or his or her designee that occur to any such improvements within one (1) year following acceptance.
2. *Scheduled Inspections* - Prior to the expiration of the Warranty Period, Town staff may inspect the streets, curbs and gutters, sidewalks, drainage/detention/stormwater management system,

landscaping, lighting, irrigation, fencing and all other required improvements to determine any defects or failures of the same.

- a. Prior to the end of the Warranty Period, the Town will perform an inspection and prepare a list of defects and/or other work that maybe required for the Town to accept the improvements for permanent maintenance. The list of defects and/or other required work will be furnished to the Developer no later than forty-five (45) days from the end of the Warranty Period.
- b. If no defects or failures are found by the Town at such inspection, or if a defect is found by the Town but same is cured prior to the end of the Warranty Period, the Town Planner or his or her designee shall recommend that the Board of Mayor and Aldermen (BOMA) accept the improvements for permanent maintenance and any remaining Maintenance Security may be released.

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

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

VIII. INSURANCE

1. *Comprehensive General Liability Insurance* - The Developer shall purchase and maintain comprehensive general liability and all other necessary and required insurance that shall insure against claims arising out of the Developer's performance, or non-performance, under this Agreement, whether such claims arise out of the actions or lack of action of the Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose actions or lack of action any of them may be liable, including, without limitation:
 - a. Claims for the personal injury, occupational illness or death of the Developer's employees, if any;
 - b. Claims for the personal injury, illness or death of any person other than the Developer's employees or agents;

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

XII. MISCELLANEOUS PROVISIONS

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

TOWN	DEVELOPER	OWNER
Town of Thompson's Station P. O Box 100 Thompson's Station, TN 37179	_____ _____ _____	Same

2. *Change of Address* - Any party to this Agreement may change such party's address for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

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

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

Mayor Corey Napier

Date: _____

Exhibit "A"
Final Project Documents

Exhibit "B"
Conditions of approval established by the Board of Mayor and Aldermen, the Planning Commission (PC) and/or the Design Review Commission (DRC)

Exhibit "C"
Estimated Cost of Public Improvements

Exhibit "D"
Performance and Maintenance Security Documents

ORDINANCE NO. 2019-008

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND CERTAIN PROVISIONS OF THE LAND DEVELOPMENT ORDINANCE (LDO
AMEND 2019-002)**

WHEREAS, Town Staff and the Planning Commission is recommending changes certain provisions of the Town's Land Development Ordinance ("LDO") to improve and add definitions applicable to zoning, clarify standards related to lot drainage and stormwater facilities, lighting, signage, residential development, fencing, concept plan submittal, modify automotive use standards and add a process for change of use, as well as update the Town's Developer Agreement; and

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

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2019.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2019.

Recommended for approval by the Planning Commission on the 27th day of August, 2019.

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

EXHIBIT "A"

Section 1.3 Definitions.

Automotive Uses: such uses that include, in whole or in part, the servicing, repairing, maintaining, storing or refueling of automobiles or any similar, motorized vehicle.

Personal Service: an establishment providing services, such as hair and beauty, dry cleaning and tailoring, photography studios or other similar services. These establishments may also offer retail products for the services provided.

Parking facilities: public or private areas assigned for parking, including at grade parking and parking structures.

Section 3.6.9 Lot Drainage.

a. Lots shall be laid out so as to provide positive drainage away from all buildings but not **channelize flow** across public sidewalks or other pedestrian ways. Drainage of individual lots shall be coordinate with the existing or proposed general storm drainage pattern for the area.

Section 3.10 Drainage and Storm Sewers.

3.10.2 Stormwater Facilities.

c. Accommodation of Upstream Drainage Areas

Closed conduit storm sewer systems including inlets shall be designed for a 10 year storm. The roadway spread shall be limited to eight (8) feet. A culvert or other drainage facility shall be large enough to accommodate potential run off from its entire upstream drainage area for the 10 year event, providing the 10 year discharge is not larger than 100 cfs. If the 10 year design flow is larger than 100 cfs, then the culvert shall be designed for the 100 year design flow. This shall be the design for culverts whether inside or outside the subdivision. Pipe and culverts shall have a minimum slot of 0.5% and swales shall have a minimum slope of 1%.

d. Effect on Downstream Drainage Areas.

i. Pre-development and post-development runoff rates, volumes and velocities for the two (2), ten (10), twenty-five (25) and one-hundred (100) year occurrences **while providing one (1) foot of freeboard in a pond at a 100 year storm event** as determined using the SCS TR 55 method . . . (all other text remains unchanged).

iv. Controlled releases of discharge from a detention basin shall include a v-notch rectangular or other weir configurations **or perforated riser pipe** which prevent increased damage above predevelopment conditions for storm events of two (2), ten (10) and twenty-five (25) year occurrences. The developer shall ensure that the one hundred year design can be managed safely by the detention facility, incorporating spillways as necessary. **Spillways shall be placed on undisturbed earth or armored with concrete, grouted rip rap or other approved means.** At the town's discretion, funds in lieu of detention may be offered as an alternative to providing onsite detention. Funds in lieu amount shall be based on the estimate cost of the eliminated on-site detention.

v. Detention facilities shall be platted in open space as perpetual drainage easements and shall be designed as amenities and maintained by the homeowner's association. **Velocities in vegetated swales shall be limited to a 4 fps or less.** Estimated increases in discharge velocity

shall be mitigated by energy dissipation devices as designed by the developer's engineer where required to prevent erosion. The developer shall file copies of the covenants and/or homeowners association charter and bylaws with the Town.

Section 3.12.3 Electrical and Communication Service Lines.

~~d. Lighting. When street lights are proposed in a subdivision, the lighting plan must be reviewed and approved by the Town Engineer relative to design, height, luminaire intensity and cutoff. The developer bears the responsibility for maintenance and utility service costs.—~~

Section 3.14 Signage.

The construction plans shall include a signage plan. The signage shall be consistent through the entire neighborhood.

- a. All traffic regulatory signage shall conform to the requirements of the MUTCD, latest edition, and shall be install within the limits of the public rights-of-way or approved access easement.
- b. All street name signs and regulatory signs shall be of high intensity reflectivity.
- c. The edge of the sign shall be placed a minimum of two (2) feet from the street, measured from the face of curb. The height of the sign shall be a minimum of six (6) feet tall, measured from the top of curb to the bottom of the sign.
- d. The designated speed limit shall be as identified within the Subdivision Regulations for the Town of Thompson's Station.
- e. The homeowner's association within the subdivision/neighborhood shall retain maintenance responsibility for all decorative signage, including regulatory signage and the sign posts.

Section 4.10 Use Residential Property Standards.

- d. Single family lots shall be developed with one dwelling unit consisting of a single kitchen facility, one front access point and shall have non-restricted interior access to all portions of the structure. The front of the house shall be oriented toward the roadway unless the house is setback a minimum of 500 feet.

Section 4.11.5 Automotive Uses.

- a. Automotive uses within the Community Commercial zoning district shall not be located within 3000 feet of any other automotive use.
(Note: remaining sections will be re-lettered).

Section 4.15 Fencing.

4.15.1 No wall or fence shall exceed six (6) feet in height. Prohibited materials include chain link, barb wire, or temporary materials, except as provided herein. Construction site with temporary fencing are exempt. Pre-existing house and agricultural uses may be exempt from the fencing requirements.

4.15.7 Properties that are zoned commercial or industrial may apply to the Town Planner to use chain link fencing, provided that no part of the chain link fencing is visible from any public right-of-way. Upon a written application, with accompanying plans clearly indicating where the chain link fencing is intended to be installed, from the owner of a commercially or industrially zoned property, the Town Planner or designee shall review the plan and inspect the property as

necessary to determine that the chain link fencing will not be visible from any public right-of-way.

Section 5.2.3 Concept Plan.

- c. Concept plan consideration. The applicant shall submit the concept plan for Town staff review. The applicant shall provide ~~one hard copy and one digital copy~~ a **submittal package in accordance with the concept plan checklist**. The Town Planner shall present the concept plat and his or her report and findings to the Planning Commission at its next regularly scheduled meeting after completion of the report. As the concept plan is for informational purposes only, the Planning Commission shall take no formal action with respect to a concept plan.

Section 5.2.5.c.

Land Development Ordinance states that site plan approval *“shall be valid for one (1) year from date of approval. If, in the opinion of the Town Planner substantial construction on the principal structure, including but not limited to foundations, walls, and roofs has not commenced within one (1) year, the site plan approval by the Town Planner shall expire and a new application will be required. ~~The new application will be required to conform to the current code requirements at the time of the new application.~~”*

Section 5.2.12.

Upon recording of the plat, lots may be sold and building permits may be issued subject to any applicable conditions. The public way improvements shall be adequate and safe for vehicular access by the prospective occupant and by police, fire and emergency equipment prior to the issuance of a building permit. **The drainage infrastructure shall also be in place in accordance with the approved construction drawings to manage stormwater and protect prospective occupants from potential stormwater hazards.** Before a use and occupancy permit will be granted, water sewer, street names and traffic signs must be installed.

Section 5.4.2.

- e. Proposed transect community (TC) concept plan:
 - ix. **Overlay district locations with acreages and percentage of community unit, if applicable (Section 4.5.7)**
 - x. **Any requested administrative waivers or variances.**
- g. utilities:
 - ii. **Location of proposed tie-in to existing collection system (include map);**
 - iii. **Number and type of residences;**
 - iv. **Number and type of commercial or industrial development utilizing categories described in TDEC’s Design Criteria for review of Sewage Works Construction Plans and Documents. If the type is not represented in the document, provide an estimate with calculations of the expected wastewater flow from the development; and**
 - v. **Phasing and type of development within each phase.**

5.2.5 Site Plans.

b. Upon the receipt and review by the Town Planner, all site plans, **except for a change of use**, including all of the above information shall be placed upon the agenda of the next regularly scheduled meeting of the Planning Commission. . . .

A change of use request, submitted by an applicant in the form and manner as outlined herein or as later determined by the Town, shall include all applicable information as determined by the Town Planner and shall be submitted for review by the Town Planner or his/her designee. In the event a change of use request is denied, the Town Planner shall so state the reason(s) for the denial in writing and provide a copy of the same to the applicant. Additionally, the applicant may appeal a denial to the Board of Zoning and Appeals.

5.4.3 Preliminary Plat

xxviii. Tennessee Department of Conservation approved soils map(s) of the property.
(Note: remaining sections will be re-lettered).

**Development Agreement for
_____ Phase(s) _____ – Lots _____**

THIS SUBDIVISION DEVELOPMENT AGREEMENT (hereinafter the “Agreement”), is made effective this the ____ day of _____, 20__ (hereinafter the “Effective Date”), by and between _____ with principal offices located at _____, (hereinafter the “Developer(s)"); and the Town of Thompson’s Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the “Town”).

I. PURPOSE OF THE AGREEMENT

1. The Developer is the owner of real property located on _____ and _____ and identified as Williamson County tax map _____, parcel(s) _____. The property contains approximately _____ acres +/-, (hereinafter the “Project Site”). The Project Site is currently zoned _____ (_____).
2. The Developer desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as _____, (hereinafter the “Project”), under the regulations of the Town current on the Effective Date of the approval of Preliminary Plat.
3. This Agreement is subject to Town approval of the Final Project Documents for the Project, which includes but is not limited to plat approvals (with conditions as determined by the Town), detailed construction plans and specifications, in accordance with the Town’s charter, ordinances, rules, regulations, and policies (hereinafter “Town Regulations”) as well as State law, and applicable sureties. The Developer and Town agree that all Final Project Documents shall be attached to this Agreement as **Collective Exhibit “A”** and incorporated herein by reference after their approvals by the Town.

4. The Developer agrees to install necessary and required public improvements (hereinafter “Public Improvements”) as shown on the Final Project Documents including, but not limited to: water lines, fire hydrants, sanitary sewer and sanitary sewer lines, grading, streets, curbs, gutters, sidewalks, street name signs, traffic control devices, street lights and underground electrical power and gas utilities, as well as all other improvements designated herein, at no cost to the Town.
5. The Developer agrees to install and maintain private improvements and amenities, as applicable and as shown on the Final Project Documents, including, but not limited to: private streets and alleys, fences, walls, lakes, common open space, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town.
9. The Town agrees to approve the Project subject to the Developer’s compliance with applicable Town Regulations and the conditions set forth herein in **Exhibit “B”**, and the Town agrees to provide customary services to the Project in accordance with the Town’s Regulations after Final Acceptance, as defined herein.

II. GENERAL CONDITIONS

1. *Affidavit of Payment* - Prior to Final Acceptance, the Developer shall deliver to the Town an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the Public Improvements required under this Agreement have been paid in full. The Developer shall also provide a written release of any and all liens and/or security instruments, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the Public Improvements.
2. *Approval of the Final Project Documents* - The Final Project Documents, which are attached hereto as **Collective Exhibit “A”** and incorporated herein by reference, shall be stamped as approved by the Town, provided that the same are in compliance with Town Regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit “B”**.
3. *Construction Activity Periods* - The Developer will not carry on or permit construction activity under this Agreement earlier than 7:00 a.m. and not later than 6:00 p.m., Monday through Saturday, and no construction activity shall occur on Sundays or holidays. Construction hours shall be enforced by the Town at the Developer’s expense.
4. *Construction Standards* - The Developer shall construct the Project as shown on the approved Final Project Documents in accordance with requirements of the Town Regulations.
5. *Demolition* - The Developer agrees to secure all required permits from the necessary governmental entities, including the Town, for the demolition of structures on the Project

Site. The Developer further agrees that it will haul all scrap, buildings, materials, debris, rubbish and other degradable materials to an authorized landfill and shall not bury such materials within the Project Site.

6. *Deposition of materials in street prohibited* - All construction material, including, without limitation, mud, silt, dirt, and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown, or carried into an existing street, the Developer shall take immediate steps to remove such materials. If the Developer does not remove such materials after notification by the Town, and the Town deems it necessary to clean the affected streets, the Developer agrees to reimburse the Town for all such cleaning expenses, plus an additional twenty-five percent (25%) for administrative expenses related to the same.
7. *Development Agreement Modification Fees* - The Developer agrees to pay the fee for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer, including, but not limited to, time extensions, addendums, or amendments.
8. *Developer's Default* - The Developer agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing or liability arising incidental to the Agreement, Developer shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.
9. *Developer's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or any way the suitability of the property for Project.
 - a. The Town Planner or his or her designee may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
 - b. The Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property.
 - c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer from liability, and the Town does not accept any liability from the Developer.
 - d. The Developer will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
 - e. Neither observations by the Town, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.
10. *Duration of Obligations* - The obligations of the Developer hereunder shall run with the Project Site until the Developer's obligations have been fully met, as determined by the

Town in its sole and absolute discretion. Any party taking title to the Project Site, or any part thereof, prior to Final Acceptance shall take said real property subject to such obligations. The Developer shall not be released of its obligations under this agreement without the express, written approval of the Town.

11. *Easements* - The Developer agrees that it will grant all necessary easements and rights-of-way, as determined by the Town, across its property necessary to satisfy the requirements of this Agreement without expense to the Town and will waive any claim for damages from the Town. Any off-site easements and/or right-of-way owned by others but required for the project must be obtained by Developer, recorded prior to approval of the Agreement, and noted on the Final Project Documents.
12. *Emergency Response* - In emergencies affecting the safety or protection of persons or the work or property at the Project Site or adjacent thereto, the Developer, without special instruction or authorization from the Town, is obligated to act to prevent threatened or eminent damage, injury, or loss.
13. *Indemnity* - Developer shall indemnify and hold the Town harmless and agrees to defend the Town and the Town employees, agents, and assigns against any and all claims that may or happen to arise out of or result from the Developer's performance or lack of performance under this Agreement, whether such claims arise out of the actions or inactions of the Developer, any subcontractor of the Developer, or anyone directly or indirectly employed by, or otherwise directly or indirectly involved with the Project at the direction of the Developer or subcontractor of the Developer. This indemnity and hold harmless agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from the Developer changing the volume or velocity of water leaving the Developer's property and entering upon the property of others, storm water that is allegedly impounded on another property and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the Town in defending itself or its employees, agents, or assigns as a result of the aforesaid causes and damages and/or enforcing this Agreement.
14. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.
 - a. If the Developer has not corrected the violation identified in the NOV, then the Developer agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer shall reimburse the Town for all such expenses plus an additional reasonable administrative cost not to exceed twenty-five percent (25%).
 - b. Prior to releasing any Security hereunder and as herein defined, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer.
 - c. The Town may issue a Stop Work Order (SWO) if the Developer does not promptly correct any deficiency or violation identified in the NOV in the reasonable time

- determined by the Town. The Developer agrees to comply with any SWO issued by the Town. If Developer fails to comply with a SWO, the Developer shall be responsible for all costs the Town incurs, including reasonable attorneys' fees, in seeking a restraining order or other injunctive relief or legal action to remedy any deficiency or violation.
15. *Ownership of Public Improvements* - The Developer shall be responsible for all Public Improvements until Final Acceptance by the Town. Developer shall have no claim, direct or implied, in the title or ownership of the Public Improvements after Final Acceptance. The Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance of the Public Improvement(s).
 16. *Permit Availability* - A copy of all required permits and Final Project Documents must be kept on the Project Site at all times. If a NPDES Storm Water Construction Permit is required by TDEC, or any other permit required by any governmental entity, a copy of the Notice of Intent and the Notice of Coverage, or equivalent documents, shall be provided to the Town Engineer prior to commencement of construction for the Project.
 17. *Relocation of Existing Improvements* - The Developer shall be responsible for the cost and liability of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site.
 18. *Right of Entry* - The Developer agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it, as determined by the Town in its sole and absolute discretion. The Developer will reimburse the Town for the costs incurred by the Town in making said repairs, plus an additional reasonable fee for administrative costs not to exceed twenty-five percent (25%).
 19. *Safety* - The Developer shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site at all reasonable and necessary times.
 20. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.
 21. *Termination of Agreement* – This Agreement may be terminated by the Town if the Developer fails to comply fully with the terms and conditions of this Development Agreement.
 - a. The Town will give the Developer sixty (60) days written notice of the intent of the Town to terminate the Development Agreement, stating the reasons for termination, and giving the Developer a reasonable time to correct any failures in compliance, as determined by the Town.
 - b. If after receiving a Notice of Termination of the Development Agreement by the Town, the Developer corrects the non-compliance within the time specified in the

Notice of Termination, the Development Agreement shall remain in full force and effect.

- c. Failure by the Developer to correct the non-compliance will result in termination of the Development Agreement and collection of the Security by the Town.

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

22. *Transfers of Project Ownership* - Until all obligations of the Developer under this Agreement have been fully met and satisfied, the Developer agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a fifteen (15) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee.

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

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

24. *Building Permits* – The Developer understands and agrees that, if the Developer applies for a building permit from the Town, the building permit shall be subject to all Town

Regulations, as well as applicable State and Federal laws and regulations, in existence at the time the building permit is applied for and obtained.

25. *SoilMap(s)* – The Developer shall be required to generate, at Developer’s sole expense, and submit to the Town extra high intensity soil map(s) approved by the Tennessee Department of Environment and Conservation (“TDEC”) for the entire property proposed to be developed in order to identify drip disposal areas for Town use. The soil map(s) must be generated following all applicable TDEC guidelines, rules, and regulations. The soil map(s) must be submitted to the Town at the time the Developer submits the Preliminary Plat. Failure to submit the required soil map(s) will result in the Town rejecting said Preliminary Plat.

III. REQUIRED IMPROVEMENTS

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

1. *Water System* - The Developer agrees to pay the cost of a State of Tennessee approved potable water system, including, without limitation: water mains, fire hydrants, valves, service lines, and accessories, located within the Project, and water mains, fire hydrants, valves, service lines, and accessories, located outside the Project but required to serve the Project. The Developer acknowledges that the Town does not provide water service and will not accept any water system infrastructure. The Developer agrees to bear the cost of all engineering, inspection, and laboratory costs incurred by Developer incidental to the water service system in or to the Project.
2. *Sanitary Sewer System* - The Developer agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town Regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. **The Developer is approved for ___ sewer taps.** The Developer agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.
3. *Streets* - The Developer agrees to dedicate and improve and/or construct, at no cost to the Town, all public and/or private streets, including but not limited to: curbs, gutters, and sidewalks, located within or required by this Project to comply with Town Regulations in accordance with the Final Project Documents.
 - a. In some circumstances, the Town may require the payment of an in-lieu of construction fee as an alternate to the construction of the required improvements by the Developer. The amount of any in-lieu construction fee will be one hundred and twenty-five percent (125%) of the estimated construction cost of the improvements, as determined by the Town in its sole and absolute discretion.

- b. The Developer shall furnish and install base asphalt and a final wearing surface asphalt course on all streets, public and private, in accordance with the Town Regulations and the Final Project Documents. The Developer shall make all necessary adjustments to manholes, valve boxes, and other appurtenances as required to meet finished surface grade and to repair any areas designated by the Town, as required prior to the installation of the final surface asphalt.
 - c. The Developer agrees to install permanent street signposts and markers at all street intersections in the Project and to install traffic control devices, signage, and striping relative to and as required for the Project. All traffic control devices, signage, and striping shall be installed as per the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Town Engineer.
 - d. The Developer agrees to pay the cost of all engineering, inspection, and laboratory costs incurred by the Developer incidental to the construction of street(s) to be constructed or improved pursuant to this Agreement, including, but not limited to: material and density testing, and, if the Town Planner or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.
4. *Streetlights* - The Developer agrees to pay the cost of installation of Street Lighting along all public roadways improved as part of the Project, with said Street Lighting determined by Town Regulations and Final Project Documents.
5. *Power Distribution Poles* – The Developer agrees to pay the full cost difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project frontage. If the Project frontage is along both sides of the public road, the Developer agrees to pay the full cost difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project. If the Project is only along one side of the public road, the Developer agrees to pay one-half the cost of the difference between steel electric power distribution poles and the cost of wood electric power distribution poles for the Project frontage.
6. *Gas and Electric Service* - The Developer shall install underground electric and natural gas service to the Project in accordance with Town Regulations in effect at the time of such installation.
7. *Stormwater Management System* - The Developer agrees that all storm water management systems and related facilities, including, without limitation: permanent post-construction storm water runoff management best management practices, ditch paving, bank protection, and fencing adjacent to open ditches, made necessary by the development of the Project are to be constructed and maintained by the Developer.
8. *Stormwater Pollution Prevention Plan* - The Developer agrees that it will prepare, implement, and maintain a Stormwater Pollution Prevention Plan for the Project in accordance with all Town, State, or Federal regulations, and as approved in the Final Project Documents.
9. *Best Management Practices* - The Developer agrees that it will provide all necessary best management practices (BMPs) for erosion and sediment control. BMPs to control erosion

and sediment during construction, include, but are not limited to, temporary vegetation, construction exit, inlet protection, and silt fence.

- a. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched, seeded and/or sodded, or otherwise protected as required by the Town Engineer to prevent erosion.
 - b. In the event the Town Engineer determines that necessary erosion and sediment control is not being provided by the Developer, the Town Engineer may issue a Notice of Violation (NOV) to the Developer.
10. *Engineer's Certification* - The Developer shall provide the written opinion of a professional engineer, currently licensed to practice in Tennessee, attesting that the entire watershed where the Project Site is located has been reviewed, and that upon full development at the greatest allowable use density under existing zoning of all land within that watershed, the proposed development of the Project will not increase, alter, or affect the flow of surface runoff water, nor contribute to same, so as to damage, flood, or adversely affect any downstream property.
11. *Stream Buffers* - The Developer agrees to provide stream buffers along all regulated watercourses in accordance with Town Regulations and the TDEC General Construction Permit.
12. *Changes and Substitutions* - Should the Developer determine that changes or substitutions to the approved Final Project Documents may be necessary or desirable, the Developer shall notify the Town Engineer, in writing, requesting approval of the desired changes or substitutions, explaining the necessity or desirability of the proposed changes or substitutions. The request by the Developer must be accompanied by sufficient documentation, including drawings, calculations, specifications, or other materials necessary for the Town to evaluate the request. No changes are to be made in the field until express, written permission is granted by the Town Engineer.

IV. PROJECT SCHEDULE

1. *Approved Final Project Documents* – Prior to the recording of the Final Plat, the Developer shall provide to the Town electronic copies (PDF scans) of the Approved Final Project Documents (Collective Exhibit A) along with a signed acknowledgment that the documents submitted are incorporated into this Agreement by reference.
2. *Demolition Permits* - If demolition of any improvement on the Project Site is anticipated, a demolition permit from the Town must be obtained by the Developer.
3. *Certificate of Insurance* - Prior to the recording of the Final Plat, the Developer will furnish to the Town a Certificate of Insurance evidencing the required coverage and listing the Town as additional insured. The furnishing of the aforesaid insurance shall not relieve the Developer of its obligation to indemnify and hold harmless the Town in accordance with the provisions of this Agreement.

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

V. PROJECT CLOSEOUT

1. *As-Built Drawings* - Prior to Final Acceptance, the Developer shall submit as-built plans / as-built drawings of the improvements installed as part of the Project, including but not limited to: the potable water system, the sanitary sewer system, the drainage/detention/stormwater management system, landscaping, irrigations system, photometric plan, and streets including curbs and gutters and sidewalks, signed and sealed by a Design Professional, confirming that the installed improvements are in compliance with Town Regulations and the approved Final Project Documents.
2. *Letter of Completeness* – Prior to Final Acceptance, the Town shall conduct a site check visit and if appropriate issue a Letter of Completeness that the Project is ready to be considered for acceptance by the Board of Mayor and Aldermen. The Letter of

Completeness does not constitute acceptance of the Project by the Town. Until Final Acceptance by the Board of Mayor and Aldermen any part of the Project is subject to correction. Developer shall comply with the Town's Dedication of Public Improvements Policy.

3. *Curbs and Gutters* - All required curbs and gutters must be completed and without defect prior to Final Acceptance of the Project. The Developer shall be responsible for repairing any latent defects and/or failures in the curbs and gutters which may occur prior to formal dedication and acceptance of the Project.
4. *Final Construction Cost* - The Developer shall furnish in writing the itemized as-built construction costs of all public improvements prior to issuance of a Letter of Completeness for the Project.
5. *Tree Mitigation/Replacement* - Prior to the issuance of a Letter of Completeness, the Developer shall submit an as-built landscaping plan that reflects the required tree mitigation and replacement as well as all revisions to the mitigation plan as approved by the Planning Commission. Tree mitigation/replacement shall be reviewed by the Town Planner.
6. *Sidewalks* - All required sidewalks shall be completed and without defect prior to acceptance of the Project. The Developer shall be responsible for repairing any latent defects in the sidewalks prior to acceptance of the Project. All references to sidewalks include required handicap ramps. Nothing herein shall be construed to require acceptance of sidewalks by the Town for a Project.

VI. SECURITY

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

faithful performance of this Agreement by the Developer. The Security, if a Letter of Credit, shall provide that the physical presence of a representative of the Town shall not be required for presentation and that venue and jurisdiction shall be in a court of competent jurisdiction in Williamson County, Tennessee.

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

VII. WARRANTY

1. *Warranty Period* - The Developer is required to complete the Public Improvements and all other improvements required herein and by Town Regulations relative to the Project, in accordance with the terms of this Agreement. Further, the Developer is to correct any defects or failures as directed by the Town Planner or his or her designee that occur to any such improvements within one (1) year following acceptance.
2. *Scheduled Inspections* - Prior to the expiration of the Warranty Period, Town staff may inspect the streets, curbs and gutters, sidewalks, drainage/detention/stormwater management system, landscaping, lighting, irrigation, fencing and all other required improvements to determine any defects or failures of the same.
 - a. Prior to the end of the Warranty Period, the Town will perform an inspection and prepare a list of defects and/or other work that maybe required for the Town to accept the improvements for permanent maintenance. The list of defects and/or other required work will be furnished to the Developer no later than forty-five (45) days from the end of the Warranty Period.
 - b. If no defects or failures are found by the Town at such inspection, or if a defect is found by the Town but same is cured prior to the end of the Warranty Period, the Town Planner or his or her designee shall recommend that the Board of Mayor and Aldermen (BOMA) accept the improvements for permanent maintenance and any remaining Maintenance Security may be released.

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

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

VIII. INSURANCE

1. *Comprehensive General Liability Insurance* - The Developer shall purchase and maintain comprehensive general liability and all other necessary and required insurance that shall insure against claims arising out of the Developer's performance, or non-performance, under this Agreement, whether such claims arise out of the actions or lack of action of the Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose actions or lack of action any of them may be liable, including, without limitation:
 - a. Claims for the personal injury, occupational illness or death of the Developer's employees, if any;
 - b. Claims for the personal injury, illness or death of any person other than the Developer's employees or agents;
 - c. Claims for injury to or destruction of tangible property, including loss of use resulting therefrom;
 - d. Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle; and,
 - e. Claims by third parties for personal injury and property damage arising out of the Developer's failure to comply with the Developer's obligations under this Agreement.
 - f. Claims brought under worker's compensation; provided, however, if Developer has no employees who are eligible to be covered under worker's compensation insurance, the Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same.

2. *Coverage Required* - The insurance coverage required by this Agreement shall include the coverage specified above with policy limits of not less than \$1,000,000 Combined Single Limit general liability and \$500,000 Combined Single Limit automobile liability per occurrence.
 - a. The comprehensive general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to the Developer's obligations under this Agreement.
 - b. Each insurance policy shall contain a provision stating that the insurer will give the Town thirty (30) days prior written notice of its intent to cancel or materially change the policy. All such insurance shall remain in effect until the BOMA approves acceptance and releases of Security of the completed Project.
 - c. In addition, the Developer shall maintain completed operations insurance for at least one (1) year after the BOMA approves acceptance and release of the applicable Security.
 - d. The Developer shall furnish the Town with evidence of the continuation of all such insurance at the time of issuance of the notice of acceptance and release of Security.

XII. MISCELLANEOUS PROVISIONS

1. *Notices* - All notices, demands and requests required or permitted by this Agreement shall be in writing (including telecopy communications) and shall be sent by email, certified

mail, or hand delivery. Any notice, demand or request which is mailed, hand delivered or sent by courier shall be deemed given for all purposes under this Agreement when delivered to the intended address.

TOWN	DEVELOPER	OWNER
Town of Thompson's Station P. O Box 100 Thompson's Station, TN 37179	_____ _____ _____	Same

- Change of Address* - Any party to this Agreement may change such party's address for the purpose of notices, demands and requests required or permitted under this Agreement by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.
- Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.
- Joinder of Owner* - If the Developer is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer.
- Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.
- Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer.

8. *Authority to Execute* – Town, Developer, and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.
9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

Print Name & Title

Date: _____

OWNER (if applicable):

Print Name

Date: _____

TOWN OF THOMPSON'S STATION:

Mayor Corey Napier

Date: _____

Exhibit “B”

Conditions of approval established by the Board of Mayor and Aldermen, the Planning Commission (PC) and/or the Design Review Commission (DRC)

Exhibit “C”

Estimated Cost of Public Improvements

Exhibit “D”

Performance and Maintenance Security Documents


Columbia Pike Gas Stations
 Williamson County
 Thompson's Station, TN

24"x36"
 Updated 7/2/19

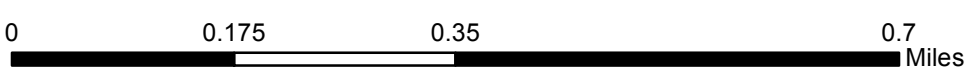
- Gas_Stations
- 1000ft Radius
- 1500ft Radius
- 2500ft Radius
- 3000ft Radius
- Parcels
- Town Boundary



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.



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 03/05/2019



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



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

DATE: September 4, 2019

TO: The Board of Mayor and Aldermen (BOMA)

FROM: Wendy Deats, Town Planner

SUBJECT: Item 5 - Resolution 2019-020 - Multi-Modal Connectivity Project (PIN 12661.01)

In 2018, the Town applied for a Transportation Alternatives Program (TAP) grant to extend the Town's greenway system. This project is the third phase of the Town's multi-modal system which will provide an east-west connection between the existing greenway and the Thompson's Station Middle and Elementary schools which has an estimated project total of 1,298,751.00.

The Town was awarded the TAP grant in the amount of 1,039,001.00 for the construction of the Town's connectivity project linking the schools and neighborhoods to the greenway system in Preservation Park. The grant requires a match of local funds which is \$259,750.00.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2019-020 accepting the grant funds and approving the Town's matching funds.

Attachments
Resolution 2019-020

RESOLUTION 2019-020

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION ACCEPTING FEDERAL GRANT FUNDS FOR MULTI-MODAL CONNECTIVITY (PIN 12661.01) AND APPROVING THE TOWN'S MATCHING FUNDS AND AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE PROJECT

WHEREAS, the Nashville Area Metropolitan Planning Organization ("MPO") has approved adding the Town to the Transportation Improvement Program and awarding the Town an additional \$1,039,001 in federal grant funds for improvements to its greenway system; and

WHEREAS, the Tennessee Department of Transportation ("TDOT") has proposed to administer the grant in accordance with a Local Agency Project Agreement; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in best interest of the Town to accept these funds and approve the matching funds of \$259,750.00 for the next phase of the greenway (multi-modal) project, and to approve entering into a contract between the Town and TDOT.

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

Section 1. That the Transportation Improvement Program (TIP) Amendment to add the Town's greenway project and to award the Town \$1,039,001.00 in federal U-STBG funding is hereby approved. The required matching local funds in the amount of \$259,750.00 is also approved and authorized.

Section 2. That the Mayor is hereby authorized to enter into a contract with TDOT for greenway (multi-modal) project, after approval by the Town Attorney, memorializing the terms of Transportation Improvement Program.

Section 3. This resolution shall become effective upon passage, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

Passed first reading: _____

FIRST AMENDMENT
TO
SETTLEMENT AGREEMENT

Whistle Stop Farms, LLC, a Tennessee limited liability company (the “Developer”), and the Town of Thompson’s Station (the “Town”) (collectively, the “Parties”) entered into that certain Settlement Agreement as of November 9, 2018 (the “Settlement Agreement”). The Parties desire to amend a certain provision of the Settlement Agreement by this First Amendment to the Settlement Agreement (the “First Amendment”), which is made and entered into by the Parties as of the __ day of September, 2019.

WITNESSETH:

WHEREAS, Developer and Town are parties to the Settlement Agreement; and

WHEREAS, Developer and Town both desire to amend the Settlement Agreement pursuant to the terms of this First Amendment, as set forth herein.

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Town agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth verbatim.
2. Terms. Capitalized terms used herein and not otherwise defined will have the meanings given to such terms in the Settlement Agreement.
3. Amendment of Section 2.4(b). Based on the approval, recommendation and requirements of HB&TS, the location of the utility lines to be installed by Developer referenced in the first sentence of Section 2.4(b) of the Settlement Agreement is hereby amended to provide that the Developer may install the utility lines necessary to serve the Project within the frontage of Sarah Benson Park, the Thompson’s Station Road West right-of-way and/or the School Street right-of-way.
4. Authority of Mayor to Execute. The Mayor of the Town shall have the authority to execute this First Amendment on the Town’s behalf upon the First Amendment’s approval by the Town’s Board of Mayor and Aldermen.
5. Conflicts. Except as amended by this First Amendment, the Settlement Agreement remains in full force and effect. If there is any conflict between the provisions of this First Amendment and the Settlement Agreement, the terms of this First Amendment control.
6. Counterpart Execution. This First Amendment may be executed in any number of counterparts or counterpart signature pages (by facsimile or electronic transmission or otherwise), each of which, when so executed, will be deemed an original, but all such counterparts will constitute but one and the same instrument.

TOWN OF THOMPSON'S STATION

Date: _____

Signature: _____

Name: _____

Title: _____

**WHISTLE STOP FARMS, LLC, a Tennessee
limited liability company**

Date: _____

Signature: _____

Name: _____

Title: _____

0138893.0661669 4839-3477-5708



General Fund

****Unaudited****

	Jul	Aug	YTD Actual	Budgeted	% Act/Bud
Property Tax	\$ 717	\$ 2,135	\$ 2,852	\$ 283,500	1.0%
Sales Tax	\$ 128,716	\$ 124,132	\$ 252,848	\$ 1,642,000	15.4%
Gas Tax	\$ 15,418	\$ 14,835	\$ 30,253	\$ 178,000	17.0%
Bldg Permits/Impact Fees	\$ 65,173	\$ 114,446	\$ 179,619	\$ 1,076,000	16.7%
Alcohol	\$ 10,237	\$ 23,445	\$ 33,682	\$ 123,600	27.3%
Grants	\$ -	\$ -	\$ -	\$ 572,000	0.0%
All Other	\$ 4,314	\$ 5,400	\$ 9,714	\$ 129,400	7.5%
Total Revenues	\$ 224,575	\$ 284,393	\$ 508,968	\$ 4,004,500	12.7%
Payroll expenditures	\$ 67,382	\$ 54,471	\$ 121,853	\$ 918,433	13.3%
Streets & Roads	\$ 4,246	\$ 3,631	\$ 7,877	\$ 210,000	3.8%
Professional Fees	\$ 38,120	\$ 11,378	\$ 49,498	\$ 210,500	23.5%
Operating Expenditures	\$ 28,316	\$ 57,190	\$ 85,506	\$ 397,750	21.5%
County Services	\$ 8,333	\$ 9,652	\$ 17,985	\$ 133,000	13.5%
Debt Service	\$ -	\$ -	\$ -	\$ 301,267	0.0%
Capital Projects	\$ -	\$ 4,200	\$ 4,200	\$ 3,912,000	0.1%
Total Expenditures	\$ 146,397	\$ 140,522	\$ 286,919	\$ 6,082,950	4.7%
Net change in Position	\$ 78,178	\$ 143,871	\$ 222,049	\$ (2,078,450)	

General Fund Cash Position

Checking	\$ 1,094,839	\$ 1,013,378
Savings	\$ 5,588,085	\$ 5,791,923
Less: Reserve	\$ (1,030,000)	\$ (1,030,000)
Total Cash	\$ 5,652,924	\$ 5,775,301

Less:

Note Balance (First Farmers)	\$ (576,500)	\$ (576,500)
Note Balance (First Tennessee)	\$ (1,420,000)	\$ (1,420,000)
Due to Wastewater Fund	\$ (318,365)	\$ (395,029)
Accounts Payable	\$ (132,912)	\$ (35,591)

Total Available Funds	\$ 3,205,147	\$ 3,348,181
------------------------------	---------------------	---------------------



**General Fund Revenue Analysis as of
August 31, 2019**

****UNAUDITED****

	Aug YTD 2019	Revised Budget	% of Budget	Budget Remaining	Comment
General Government Revenues:					
31111 Real Property Tax Revenue	2,852	283,500	1%	280,648	
Total Property Tax	2,852	283,500	1%	280,648	
31610 Local Sales Tax - Trustee	153,443	915,000	17%	761,557	
33510 Local Sales Tax - State	78,896	550,000	14%	471,104	
32260 Business Tax Revenue	12,763	75,000	17%	62,237	
33320 TVA Payments in Lieu of Taxes	-	56,000	0%	56,000	
31900 CATV Franchise Fee Income	7,747	30,000	26%	22,253	
Total Sales Tax	252,849	1,626,000	16%	1,373,151	
33552 State Streets & Trans. Revenue	1,564	9,000	17%	7,436	
33553 SSA - Motor Fuel Tax	15,524	92,000	17%	76,476	
33554 SSA - 1989 Gas Tax	2,439	15,000	16%	12,561	
33555 SSA - 3 Cent Gas Tax	4,519	28,000	16%	23,481	
33556 SSA - 2017 Gas Tax	6,207	34,000	18%	27,793	
Total Gas Tax	30,253	178,000	17%	147,747	
32200 Building Permits	70,491	504,000	14%	433,509	
32230 Submittal & Review Fees	1,225	5,000	25%	3,775	
32300 Impact Fees	107,903	567,000	19%	459,097	
Total Bldg Permits/Impact Fees	179,619	1,076,000	17%	896,381	
31710 Wholesale Beer Tax	19,286	99,000	19%	79,714	
31720 Wholesale Liquor Tax	1,542	15,000	10%	13,458	
31810 Adequate School Facilities Tax	9,926	46,000	22%	36,074	
33530 State Beer Tax	-	-	0%	-	
33535 Mixed Drink Tax	2,929	9,000	33%	6,071	
32000 Beer Permits	-	600	0%	600	
Total Alcohol	33,682	169,600	20%	135,918	
33725 Grants		572,000	0%	572,000	
Total Grants	-	572,000	0%	572,000	
36120 Interest Earned - Invest. Accts	7,027	57,500	12%	50,473	
37746 Parks Revenue	1,537	30,000	5%	28,463	
37990 Other Revenue	1,150	9,900	12%	8,750	
32245 Miscellaneous Fees	-	2,000	0%	2,000	
Total All Other	9,714	99,400	10%	89,686	
Total General Government Revenue	508,968	4,004,500	13%	3,495,532	



General Fund Expenditure Analysis as of
August 31, 2019

UNAUDITED

	Aug YTD 2019	Revised Budget	% of Budget	Budget Remaining	Comment
General Government Expenditures:					
41110 Salaries	97,110	724,555	13%	627,445	
41141 FICA	6,124	44,922	14%	38,798	
41142 Medicare	1,432	9,781	15%	8,349	
41147 SUTA	168	1,666	10%	1,498	
41514 Insurance - Medical	12,870	109,200	12%	96,331	
41289 Retirement	4,149	36,228	11%	32,079	
Total Payroll Expenditures	121,853	926,352	13%	804,499	
41268 Repairs & Maintenance - Roads	3,203	40,000	8%	36,797	
41269 SSA - Street Repair Expense	630	170,000	0%	169,370	
41270 Vehicle Fuel & Oil	4,043	22,000	18%	17,957	
Total Streets & Roads	7,877	232,000	3%	224,123	
41252 Prof. Fees - Legal Fees	20,680	150,000	14%	129,320	
41253 Prof. Fees - Auditor	1,500	14,500	10%	13,000	
41254 Prof. Fees - Consulting Engineers	9,878	146,000	7%	136,122	
41259 Prof. Fees - Other	17,440	50,000	35%	32,560	
Total Professional Fees	49,498	360,500	14%	311,002	
41161 General Expenses	-	3,000	0%	3,000	
41211 Postage	156	1,500	10%	1,344	
41221 Printing, Forms & Photocopy	467	6,000	8%	5,533	
41231 Legal Notices	303	3,000	10%	2,697	
41235 Memberships & Subscriptions	1,750	5,000	35%	3,250	
41241 Utilities - Electricity	2,186	15,000	15%	12,814	
41242 Utilities - Water	467	2,500	19%	2,033	
41244 Utilities - Gas	160	2,000	8%	1,840	
41245 Telecommunications Expense	830	6,000	14%	5,170	
41264 Repairs & Maintenance - Vehicles	2,460	20,000	12%	17,540	
41265 Parks & Recreation Expense	1,000	20,150	5%	19,150	
41266 Repairs & Maintenance - Buildings	-	24,000	0%	24,000	
41280 Travel	774	5,000	15%	4,226	
41285 Continuing Education	1,493	6,000	25%	4,507	
41300 Economic Development	500	3,500	14%	3,000	
41311 Office Expense	16,706	50,000	33%	33,294	
41511 Insurance - Property	23,064	5,000	461%	(18,064)	
41512 Insurance - Workers Comp.	14,486	12,000	121%	(2,486)	
41513 Insurance - Liability	16,009	7,500	213%	(8,509)	
41515 Insurance - Auto	2,694	5,000	54%	2,306	
41516 Insurance - E & O	-	11,000	0%	11,000	
41551 Trustee Commission	-	4,000	0%	4,000	
41691 Bank Charges	-	600	0%	600	
41720 Donations	-	25,000	0%	25,000	
41899 Other Expenses	-	8,000	0%	8,000	
Total Operating Expenditures	85,506	250,750	34%	165,244	
41291 Animal Control Services	1,318	8,000	16%	6,682	
41800 Emergency Services	16,667	100,000	17%	83,333	
Total County Services	17,985	108,000	17%	90,015	
41633 Interest Expense - Note Payable	-	-	0%	-	
49030 Capital Outlay Note Payment	-	301,267	0%	301,267	
Total Debt Service	-	301,267	0%	301,267	
41940 Capital Projects	4,200	2,947,000	0%	2,942,800	
41944 Capital Projects - Parks	-	965,000	0%	965,000	
Total Capital Projects	4,200	3,912,000	0%	3,907,800	
Total General Government Expenditures	286,918	6,090,869	5%	5,803,951	



Wastewater Fund

Unaudited

	Jul	Aug	YTD Actual	Budgeted	% Act/Bud
Wastewater Fees	\$ 105,788	\$ 107,549	\$ 213,337	\$ 1,201,619	17.8%
Tap Fees	\$ 32,500	\$ 62,500	\$ 95,000	\$ 500,000	19.0%
Other	\$ 1,986	\$ 2,087	\$ 4,073	\$ 40,350	10.1%
Total Revenues	\$ 140,274	\$ 172,136	\$ 312,410	\$ 1,741,969	17.9%
Payroll Expenses	\$ 11,269	\$ 12,464	\$ 23,733	\$ 256,078	9.3%
Operating Expense	\$ 26,386	\$ 14,955	\$ 41,341	\$ 355,350	11.6%
Depreciation	\$ 37,500	\$ 37,500	\$ 75,000	\$ 450,000	16.7%
Interest Expense	\$ 889	\$ 898	\$ 1,787	\$ 9,500	18.8%
Total Expenses	\$ 76,044	\$ 65,817	\$ 141,861	\$ 1,070,928	13.2%
Income from Operations	\$ 64,230	\$ 106,319	\$ 170,549	\$ 671,041	

Wastewater Funds Cash Position

Checking	\$ 187,430	\$ 125,930
Savings	\$ 4,122,614	\$ 4,224,702
Less: Reserve	\$ (500,000)	\$ (500,000)
Total Cash	\$ 3,810,044	\$ 3,850,632
Add:		
Accounts Receivable	\$ 160,488	\$ 180,092
Due from Gen Fund	\$ 318,365	\$ 395,029
Less:		
Note Balance (Franklin Synergy)	\$ (425,926)	\$ (416,667)
Accounts Payable	\$ (25,167)	\$ -
Deposits	\$ (2,775)	\$ (3,900)
Total Available Funds	\$ 3,835,029	\$ 4,005,186



**Wastewater Fund Revenue and Expense Analysis as of
August 31, 2019**

UNAUDITED

	Aug YTD 2019	Budget	% of Budget	Budget Remaining	Comment
Revenues:					
3100 Wastewater Treatment Fees	206,837	1,177,019	18%	970,182	
3101 Septage Disposal Fees	1,450	9,600	15%	8,150	
3105 Late Payment Penalty	5,050	15,000	34%	9,950	
3109 Uncollectible Accounts	-	-	0%	-	
3500 Other Income	70	350	20%	280	
Transfer from Fund Balance	-	3,700,000	0%	3,700,000	
Total Revenues	213,407	4,901,969	4%	4,688,562	
Operating Expenses:					
Supply and Operations:					
41110 Payroll Expense	18,378	213,104	9%	194,726	
41141 Payroll Taxes - FICA	1,139	13,212	9%	12,073	
41142 Payroll Taxes - Medicare	266	2,877	9%	2,611	
41147 Payroll Taxes - SUTA	-	630	0%	630	
41514 Insurance - Employee Medical	3,030	15,600	19%	12,570	
41289 Employee Retirement Expense	919	10,655	9%	9,736	
Total Employee Expense	23,733	256,078	1	232,345	
4210 Permits & Fees Expense	827	6,000	14%	5,173	
4220 Laboratory Water Testing	-	4,000	0%	4,000	
41320 Supplies Expense	1,236	5,000	25%	3,764	
4240 Repairs & Maint. Expense	16,240	100,000	16%	83,760	
4250 Postage, Freight & Express Chgs	1,125	9,000	13%	7,875	
4280 Billing Charges	1,037	8,000	13%	6,964	
41241 Utilities - Electric	16,040	85,000	19%	68,960	
41242 Utilities - Water	403	6,000	7%	5,597	
41245 Telecommunications	310	3,600	9%	3,290	
4390 Insurance Expense	-	20,000	0%	20,000	
4400 Prof. Fees-Consulting Engineers	4,123	100,000	4%	95,877	
4420 Prof. Fees - Auditor	-	2,500	0%	2,500	
4490 Prof. Fees - Other	-	5,000	0%	5,000	
4800 Bank Charges	-	250	0%	250	
4900 Other Expense	-	1,000	0%	1,000	
Total Operations	41,341	355,350	12%	778,699	
Depreciation					
4990 Depreciation Expense	75,000	450,000	17%	375,000	
Total Operating Expenses	140,074	1,061,428	13%	921,354	
Operating result	73,333	3,840,541		3,767,208	
Non-Operating Income (Expense):					
3300 Tap Fees	95,000	500,000	19%	405,000	
3902 Interest Income - Invest Accts	4,003	40,000	10%	35,997	
4100 Capital Expenditures	-	(3,700,000)	0%	(3,700,000)	
4994 Interest Expense	(1,787)	(9,500)	19%	(7,713)	
Total non-operating income	97,216	(3,169,500)	-3%	(3,266,716)	
Change in Net Position	170,549	671,041	25%	500,492	



Capital Projects FY2020

Fund	Project Name	Budgeted	Awarded	Contracted Amount	Actual Paid Out
GF	Town Hall Building	\$ 1,200,000			
GF	Office Furniture/Upgrade	\$ 50,000			
GF	Software upgrade	\$ 100,000			
GF	Road Improvements	\$ 1,400,000		\$	4,200
GF	Maintenance Equipment	\$ 197,000			
GF	Park Improvements	\$ 965,000			
Total General Funds		\$ 3,912,000		\$ -	\$ 4,200
WW	Repairs of Cell #1	\$ 500,000			
WW	Hill Property Drip Fields	\$ 3,100,000	W & O Constr.	\$ 2,926,500	
			Barge Design	\$ 175,000	
WW	Equipment Replacements (items over \$5,000)	\$ 100,000			
Total Wastewater Funds		\$ 3,700,000		\$ 3,101,500	\$ -