

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
September 11, 2018**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

Consideration Of The August 14, 2018 Regular Meeting Minutes And August 24th, 2018 Special Session Meeting Minutes

Documents:

[08142018 MINUTES.PDF](#)

[08242018 MINUTES SPECIAL SESSION.PDF](#)

Public Comments-

Unfinished Business:

1. Wastewater Master Plan Report – Barge Design Solutions

2. Discussion Related To Cell 1 Repair And Possible Resolution 2018-019, A Resolution Of The Town Of Thompson's Station, Tennessee To Authorize The Mayor To Negotiate And Execute A Contract With _____ For The Regional Wastewater Treatment Plant Cell#1 Influent Pipe Cleanout

Documents:

[RESO 2018-019.PDF](#)

[CELL 1 CLEAN OUT PROPOSAL.PDF](#)

3. Public Hearing And Second Reading Of Ordinance 2018-014: AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTIONS 1.2.6 THE TRANSECT; 1.3 DEFINITIONS; AND 4.5.2 GENERAL TRANSECT ZONE RESTRICTIONS IN THE LAND DEVELOPMENT ORDINANCE

Documents:

[ORD 2018-014 GRAHAM LDO AMEND MEMO.PDF](#)

[ORDINANCE 2018-014 LDO AMENDMENT \(G.S.\).PDF](#)

4. Public Hearing And Second Reading Of Ordinance 2018-015: AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 3.9.23 ROAD CONSTRUCTION SPECIFICATIONS AND INCLUDE A NEW SECTION 3.9.24 TRAFFIC STUDY IN THE LAND DEVELOPMENT ORDINANCE

Documents:

[ORDINANCE 2018-015 MEMO 2ND READING.PDF](#)

[ORDINANCE 2018-015 LDO SUB REG AMENDMENT .PDF](#)

[ORD 2018-015 EXHIBIT A.PDF](#)

5. Public Hearing And First Reading Of Ordinance 2018-016: AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE, TO AMEND TITLE 9 OF THE MUNICIPAL CODE REGARDING DOOR -TO-DOOR SOLICITATIONS

Documents:

[ORDINANCE 2018-016 DOOR TO DOOR.PDF](#)
[DOOR TO DOOR EXHIBIT A.PDF](#)

New Business:

6. Resolution 2018-020 – A Resolution Of The Town Of Thompson's Station, Tennessee To Approve A Contract With Barge Design Solutions, Inc. For Engineering Services Related To Traffic Signal Coordination And To Authorize The Mayor To Sign The Contract

Documents:

[RESO 2018-020 BARGE DESIGN SOLUTIONS TRAFFIC SIGNAL.PDF](#)
[2018.09.06 BARGE TRAFFIC SIGNAL .PDF](#)
[2018.09.06 BARGE TRAFFIC SIGNAL EXHIBIT A SCOPE.PDF](#)
[2018.09.05 BARGE FEE SCHEDULE EXHIBIT B.PDF](#)
[2018.08.17 EXHIBIT C BARGE INSURANCE.PDF](#)

7. Code Of Ethics Ordinance Discussion

Documents:

[CODE OF ETHICS.PDF](#)

8. Resolution 2018-021 – A Resolution Of The Board Of Mayor And Aldermen Of The Town Of Thompson's Station, Tennessee To Approve A Water Line Easement For H.B. & T.S. Utility District

Documents:

[HBTS EASEMENT REQUEST MEMO.PDF](#)
[RESO 2018-021 HBTS EASEMENT.PDF](#)
[TS PARK AERIAL EASEMENT 7.24.18.PDF](#)
[TS PARK EASEMENT - NO AERIAL 7.24.18.PDF](#)

Announcements/Agenda Requests

Adjourn

Information Only:

Building Report

Documents:

[BUILDING REPORT.PDF](#)

Finance Report

Documents:

[2018 09 FINANCE REPORT.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
Minutes of the Meeting
August 14, 2018

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Tuesday August 14, 2018 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Clerk Jennifer Jones; Town Planner Wendy Deats and Town Attorney Todd Moore.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the June 12, 2018 regular meeting, the June 21, 2018 special session, and the June 29, 2018 special session were presented.

Alderman Dilks had an amendment request on the June 12, 2018 meeting minutes wanting a reason for Alderman Bell recusing himself on the TriStar Wastewater request and then one on the June 21st meeting, switching the word "internment" to "interim".

After discussion, Alderman Bell made a motion to approve the minutes of the June 12 regular meeting and the June 21st & June 29th special sessions as amended. The motion was seconded and carried by all.

PROCLAMATION - Constitution Week.

The Daughters of the American Revolution requested that the Town of Thompson's Station proclaim the week of September 17th through September 23rd, 2018 as Constitution Week. Mayor Napier then read the Proclamation to the crowd as the week was deemed "Constitution Week" in the Town of Thompson's Station.

Public Comments:

Mike Roberts - 1810 Thompson's Station Rd. West - Concerns with the Battlefield Conservation easement about the clarity of impervious surfaces and suggests rejecting the proposal as presented.

Larry Simmons - 3116 Hazelton - Has concerns regarding the HB&TS Easement within Preservation Park.

Unfinished Business:

- 1. Public Hearing and Second Reading of Ordinance 2018-013: An Ordinance of the Town of Thompson's Station, Tennessee to amend Title 1 of the Municipal Code by adding a new Chapter 4 and by amending Chapter 3 related to the use of Town Logos and Letterhead.**

Mayor Napier opened public comment. There being none, public comment was then closed.

Alderman Shepard discussed his personal letterhead then read his prepared statement into the record as follows:

STATEMENT OF ALDERMAN GRAHAM SHEPARD

Re:

Public Hearing and Second Reading of Ordinance 2018-013: An Ordinance Of The Town Of Thompson's Station, Tennessee, To Amend Title 1 Of The Municipal Code By Adding A New Chapter 4 And By Amending Chapter 3 Related To The Use Of Town Logos And Letterhead

This legislation is an overreaction to an official letter that Alderman Ben Dilks and I sent to residents informing them that Mayor Corey Napier, Alderman Brandon Bell, and Alderman Brian Stover refused to sign a pledge never to vote to build a new wastewater plant on the “Alexander Property” located next to Canterbury and close to Bridgemore Village.

Mayor Napier and Aldermen Bell and Stover were motivated to pass this new legislation NOT because the official letter Alderman Dilks and I sent used our Town logo and letterhead but rather because we informed residents that the Town might build a new wastewater plant that would harm their property values and quality of life.

In addition to being an overreaction and unnecessary, this legislation also demonstrates political hypocrisy.

Alderman Dilks and I did not violate any laws and did not use one cent of taxpayer money to create and mail our official letter. Nevertheless, Aldermen Bell and Stover declared that Alderman Dilks and I behaved unethically.

In contrast, both Aldermen Bell and Stover made no such declaration on three occasions when Mayor Napier actually violated laws and really did abuse his power. Hypocritically and sadly, instead of criticizing Mayor Napier for his illegal and abusive actions, Aldermen Bell and Stover defended and excused the misbehavior.

In case anyone does not know what I am talking about ... Mayor Napier's three illegal actions were:

1. Using taxpayer dollars to purchase a broken down 1942 fire truck in violation of state and local purchasing laws
2. Using taxpayer dollars to purchase professional services from a Marketing company in violation of state and local purchasing laws
3. Abusing his power by selectively enforcing our sign ordinance ONLY AGAINST POLITICAL OPPONENTS and doing so even after he knew our sign ordinance probably was unconstitutional

This letterhead and logo legislation is yet another example of this Board acting in ways that show Thompson’s Station residents just how dysfunctional we are ... a dysfunction rooted in the preference of Mayor Napier and Aldermen Bell and Stover to govern in “tyranny of the majority” style and not “reach across party lines” ... exacerbated by Mayor Napier’s intolerance of political speech he disagrees with.

End Statement

After discussion, Alderman Bell made a motion to approve Second Reading of Ordinance 2018-013, an Ordinance of the Town of Thompson’s Station, TN to amend Title 1 of the Municipal Code by adding a new Chapter 4 and by amending Chapter 3 related to the use of Town Logos and Letterhead. The motion was seconded and carried by a vote of 3 to 2 with Aldermen Dilks and Shepard casting the dissenting votes.

2. Discussion related to Cell#1 repair.

The Mayor updated the Board regarding the repair and clean out of Cell #1.

After discussion, Alderman Dilks made a motion to put out an RFP for the clean out on Cell #1 and then call a Special Session to approve the contract and award the bid. The motion was seconded and carried by all.

3. Wastewater Master Plan Report – Barge Design Solutions

Matthew Johnson with Barge Design came forward and presented the Board with a Wastewater update.

4. Request for Wastewater:

- a. TriStar Energy**
- b. Holt Property**

Town Planner Deats recommended denial until the Wastewater study is complete.

Alderman Bell recused himself from voting due to TriStar being a client of his employer (Gresham Smith).

After discussion, Alderman Dilks made a motion to table the vote on TriStar Energy and Holt Property wastewater requests until the October 2018 meeting. The motion was seconded and carried by all (4-0, with Alderman Bell’s recusal).

5. Resolution 2018-013: A Resolution of the Town of Thompson’s Station, Tennessee to approve a Conservation Easement within Preservation ark related to the Battle of Thompson’s Station.

After discussion, Alderman Shepard made a motion to approve Resolution 2018-013 contingent upon the easement being limited to only the 32 acres and the walking trail be allowed through this area as a permeable surface. The motion was seconded and carried by all.

New Business:

- 6. First Reading of Ordinance 2018-014: An Ordinance of the Town of Thompson's Station, Tennessee to amend Sections 1.2.6 The Transect; 1.3 Definitions; and 4.5.2 General Transect Zone Restrictions in the Land Development Ordinance.**

Town Planner Deats reviewed her Staff report and the Planning Commission recommends that the Board of Mayor and Aldermen adopt an ordinance incorporating these amendments.

After discussion, Alderman Shepard made a motion to approve the First Reading of Ordinance 2018-014, an Ordinance of the Town of Thompson's Station, Tennessee to amend Section 1.2.6 the Transect; 1.3 Definitions; and 4.5.2 General Transect Zone Restrictions in the Land Development Ordinance and set a Public Hearing and Second Reading for September 11, 2018. The motion was seconded and carried by all.

- 7. First Reading of Ordinance 2018-015: An Ordinance of the Town of Thompson's Station, Tennessee to amend Section 3.9.23 Road Construction Specifications and include a new Section 3.9.24 Traffic Study in the Land Development Ordinance.**

Town Planner Deats reviewed her Staff report and The Planning Commission recommends that the Board of Mayor and Aldermen pass of first reading Ordinance 2018-015 adopting these amendments to the Subdivision Regulations within Article 3 of the Land Development Ordinance.

After discussion, Alderman Dilks made a motion to approve First Reading of Ordinance 2018-015, an Ordinance of the Town of Thompson's Station, Tennessee to amend Section 3.9.23 Road Construction Specifications and include a new Section 3.9.24 Traffic Study in the Land Development Ordinance and set a Public Hearing and Second Reading for September 11, 2018. The motion was seconded and carried by all.

- 8. First Reading of Ordinance 2018-016: An Ordinance of the Town of Thompson's Station, Tennessee to amend Title 9 of the Municipal Code regarding Door-To-Door Solicitations.**

After discussion, Alderman Bell made a motion to Table Ordinance 2018-016, an Ordinance of the Town of Thompson's Station, Tennessee to amend Title 9 of the Municipal Code regarding Door-to-Door solicitations until the September BOMA meeting. The motion was seconded and carried by all.

- 9. Resolution 2018-014: A Resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to authorize Middle Tennessee Electric Membership Cooperation to install an underground service line in Preservation Park.**

After discussion, Alderman Stover made a motion to approve Resolution 2018-014, a Resolution of the Board of Mayor and Aldermen of the Town of Thompson’s Station to authorize Middle Tennessee Electric Membership Cooperation to install an underground service line in Preservation Park. The motion was seconded and carried by all.

10. Resolution 2018-015: A Resolution of the Town of Thompson’s Station, Tennessee to approve a contract with Barge Design Solutions, Inc for on-call Engineering and Consulting Services and to authorize the Mayor to sign the contract.

After discussion, Alderman Shepard made a motion to approve Resolution 2018-015, a Resolution of the Town of Thompson’s Station, Tennessee to approve a contract with Barge Design Solutions, Inc., for on-call Engineering and Consulting services with a Maximum Cap of \$40,000 and authorize the Mayor to sign the contract. The motion was seconded and carried by a vote of 4 to 1 with Alderman Dilks casting the dissenting vote.

11. Resolution 2018-016: A Resolution of the Town of Thompson’s Station, Tennessee to approve a contract with Barge Design Solutions, Inc. for the design of Wastewater drip fields and consulting related to repairs of Cell #1 of the Town’s Wastewater Plant and to authorize the Mayor to sign the contract.

After discussion, Alderman Shepard made a motion to approve Resolution 2018-016, a Resolution of the Town of Thompson’s Station to approve a contract with Barge Design Solutions, Inc. for the soil analysis, survey and permitting for crossing CSX railroad in support of the Town’s wastewater plant and to authorize the Mayor to sign the contract, not to exceed \$115,000. The motion was seconded and carried by all.

12. Staffing Discussion for Town Administrator and Town Finance Director.

After discussion, Alderman Bell made a motion to hire Steve Banks as the Town Finance Director and pay a placement fee to LBMC not to exceed \$15,000. The motion was seconded and carried by all.

13. Code of Ethics Ordinance discussion.

Alderman Stover made a motion to move the Code of Ethics discussion to the September BOMA meeting. The motion was seconded and carried by all.

Adjourn

There being no further business, the meeting was adjourned at 10:32 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
August 24, 2018

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 8:00 a.m. on Thursday, June 21, 2018 with the required quorum. Members and staff in attendance were: Alderman Brandon Bell, Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Attorney Todd Moore. Mayor Corey Napier was unable to attend.

New Business:

1. Resolution 2018-017 – A Resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, TN to change the signatories on its accounts with First Farmers & Merchants Bank.

After discussion, Alderman Dilks made a motion to approve Resolution 2018-017, a Resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, TN to change the signatories on its accounts with First Farmers & Merchants Bank, changing the Resolution to read Mayor Corey Napier OR Vice-Mayor Brian Stover and Steve Banks. The motion was seconded and approved by all.

2. Resolution 2018-018 – A Resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, TN to change the signatories on its accounts with Franklin Synergy Bank.

After discussion, Alderman Dilks made a motion to approve Resolution 2018-018, a Resolution of the Board of Mayor and Aldermen of the Town of Thompson's Station, TN to change the signatories on its accounts with Franklin Synergy Bank changing the Resolution to read Mayor Corey Napier OR Vice-Mayor Brian Stover and Steve Banks. The motion was seconded and approved by all.

Adjourn

There being no further business, the meeting was adjourned at 8:10 a.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

RESOLUTION NO. 2018-019

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO AUTHORIZE THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT
WITH _____
FOR THE REGIONAL WASTEWATER TREATMENT PLANT
CELL #1 INFLUENT PIPE CLEANOUT**

WHEREAS, the Town has publicly advertised and solicited requests for proposals for cleanout work at the wastewater treatment plant (the "Project"); and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to negotiate and execute a contract with _____ to do the Project.

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

That the Mayor is authorized to negotiate and execute a contract with _____ for the cleanout of the influent pipe area of Cell #1 at the Regional Wastewater Treatment Plant. The final contract price shall not exceed _____.

RESOLVED AND ADOPTED this ____ day of September, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

Thompsons Station
Cell 1 Influent Pipe Area Cleanout RFP Proposal Comparison

Description	Marion Environmental	SWS Environ Services	Evergreen AES
Base Bid	\$42,401.18 "Lump Sum"	\$17,870 "Lump Sum **" No explanation of **	\$34,000 "Base Line Price"
Off Site Disposal Option Cost	\$3,438.25/load 9 loads estimated includes trans, disposal, box rental, cleanout	Not Provided No explanation	Declines to provide "..to provide pricing for transportation and disposal once the material has been further characterized."
Site Crew and Equipment	Supervisor Equipment Operator 4 Technicians Vacuum Truck Trailer Pressure Washer Trailer w/2 -500 gal tanks 2 pickups Sandbags	Supervisor 2 Equipment Oper. 4 Technicians 2 Vacuum Trucks Trailer Pressure Washer 2 Trash pumps Sandbags	Supervisor Equipment Operator Technicians Vacuum Truck Trailer Pressure Washer Dump Truck Sandbags
Proposed Work Description provided Per RFP or alternative	Yes -Detailed Alternative, acceptable	Cut and pasted from RFP Cut and pasted from RFP	Yes - Detailed Alternative, acceptable
Removed Sludge/Water estimate	33,000 Gallons	Not provided	Not provided
Days to Complete Work in Base Bid	Not stated, (5 - 8 hour days in rate sheet)	3 days (3 - 10 hour days in rate sheet)	5 to 7 days
Schedule provided? September completion?	No Not described	No Not described	No schedule Within two business days of notification of proposal acceptance
Company Qualifications Described Example Projects/References	Yes Yes	Yes Yes Projects w/o references	Yes - Extensive Yes Projects w/o references
Project Org Chart with PM named Resumes Provided - all staff	Yes Yes	Yes Yes - PM Only	No org chart; PM named Yes
Fee Analysis/Hourly Rates Provided?	Yes	Yes	Yes
Addendums 1 & 2 Acknowledged?	Yes	Yes	Not mentioned
Insurance Requirements Met?	Yes	Yes	Yes
Exeptions and/or limitations Comments	See notes below See notes below	See notes	See notes

Notes:

Marion Environmental "MEI reserve right to negotiate mutually acceptable T&C"
MEI Environmental Services Agreement executed prior to mobilization
Disposal material going to Chattanooga
"Pricing provided in this quotation is for estimation purposes only. Final billing will be representative of all labor and material required to complete the project."

SWS Environmental Response to General Conditions is cut and pasted from RFP
No exceptions provided

Evergreen AES Energy surcharge will be added to pricing
Unclear on whether Evergreen will require an additional agreement



DATE: September 6, 2018

TO: Board of Mayor and Aldermen

FROM: Wendy Deats, Town Planner

SUBJECT: **2nd Reading Ordinance 2018-014** - Shepard Land Development Ordinance Amendment (Zone Amend: 2018-005)

Request

Aldermen Shepard has requested that the Planning Commission review and make recommendations on several sections of the Town's Land Development Ordinance.

On June 26, 2018, the Planning Commission reviewed the proposal and the staff report with recommended amendments.

On August 14, 2018, the Board of Mayor and Aldermen reviewed the recommended text from the Planning Commission and requested clarification of applicability to regulations for commercial and residential space definitions. The Board also requested a change to the definition for commercial building to create consistency with the language for residential space. Therefore, Staff recommends the revision of the definition as follows under 1.3 Definitions:

1.2.6 The Transect.

- a. **That community should provide meaningful choices in residential living arrangements and, where appropriate, commercial enterprises as manifested by distinct physical environments.**

1.3 Definitions.

~~Commercial building: a building used for office and/or retail purposes that is required to meet commercial governmental regulations for safety, energy, etc.~~

Commercial space: the total amount of area including all usable square footage for office and retail purposes, including ancillary areas such as restrooms, mechanical equipment and storage rooms subject to applicable state and local codes.

~~Residential space: total amount of area including heated living area and garage space measured in square feet inside a dwelling unit that is required to meet governmental regulations for safety, energy, etc.~~

Residential space: total amount of area including heated living area and garage space measured in square feet inside a dwelling unit subject to applicable state and local codes.

Total space: combined amount of commercial space and residential space measured in square feet.

The Board stated concerns, as did Staff, at Planning Commission regarding the enforcement of the



percentage requirement for commercial space. Staff reached out to Placemakers who authored the transect zoning standards within the Town's Land Development Ordinance. Placemakers expressed concern over the implementation of this type of standard due to the high percentages proposed and the difficulty of the enforcement/regulation such a standard. Staff is in agreement with the difficulty of implementing a standard based on total space as noted previously during discussions with the Planning Commission and the Board. Staff has considered the option for case by case project review or tracking based on land area, however, these options are problematic. Therefore, Staff recommends these two sections be removed prior to adoption of the ordinance and Staff can further discuss the issue with PlaceMakers to determine if there is an option that will accomplish this goal.

4.5.2 General Transect Zone Restrictions.

- b. Minimum required commercial space as a percentage of total space in a T5 district is 10%.**

4.5.4 Transect Zone Restrictions for G3 Sector (Town Center).

- a. Minimum required commercial space as a percentage of total space in the T5 district is 20%.**

Recommendation

The Planning Commission recommends that the Board of Mayor and Aldermen hold a public hearing and adopt Ordinance 2018-014 incorporating these amendments.

Attachments

Ordinance 2018-014

ORDINANCE NO. 2018-014

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 1.2.6 (THE TRANSECT); SECTION 1.3 (DEFINITIONS); SECTION 4.5.2 (GENERAL TRANSECT ZONE RESTRICTIONS); AND THE ADDITION OF A NEW SECTION 4.5.4 (TRANSECT ZONE RESTRICTIONS FOR G3 SECTOR WITHIN THE LAND DEVELOPMENT ORDINANCE (ZONE AMEND 2018-005)

WHEREAS, the several changes are proposed to the text of the Town's Land Development Ordinance ("LDO");

WHEREAS, the Planning Commission has reviewed these proposed amendments and is recommending the changes as follows:

1.2.6 The Transect.

- a. That community should provide meaningful choices in residential living arrangements and, where appropriate, commercial enterprises as manifested by distinct physical environments.*

1.3 Definitions.

Commercial space: the total amount of area including all usable square footage for office and retail purposes, including ancillary areas such as restrooms, mechanical equipment and storage rooms subject to applicable state and local codes.

Residential space: total amount of area including heated living area and garage space measured in square feet inside a dwelling unit subject to applicable state and local codes.

Total space: combined amount of commercial space and residential space measured in square feet.

4.5.2 General Transect Zone Restrictions.

- b. ~~Minimum required commercial space as a percentage of total space in a T5 district is 10%.~~*

4.5.4 ~~Transect Zone Restrictions for G3 Sector (Town Center).~~

- a. ~~Minimum required commercial space as a percentage of total space in the T5 district is 20%.~~*

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

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

Section 1. That the Town of Thompson's Station's Land Development Ordinance is hereby amended by adopting the changes as incorporated herein. After final passage, Town Staff is directed

to incorporate these changes into an updated, codified Land Development Ordinance document and such document shall constitute the zoning ordinance of the Town.

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: August 14, 2018

Passed Second Reading: _____

Submitted to Public Hearing on the 11th day of September, 2018, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 26th day of August 2018.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



MEMO

DATE: September 6, 2018

TO: Board of Mayor and Aldermen

FROM: Wendy Deats, Town Planner

SUBJECT: **2nd Reading Ordinance 2018-015** - Update to Subdivision Regulations within the LDO (Zone Amend: 2018-004)

On June 24, 2018 and July 24, 2018, the Planning Commission reviewed the changes and is recommending adoption of the proposed subdivision regulation updates.

On August 14, 2018 the Board of Mayor and Aldermen reviewed the regulations and passed on first reading Ordinance 2018-015. However, the Board is requesting a change to the threshold for requiring a traffic study. Members of the Board were concerned with permitting up to 750 trips per day without requiring a traffic study, therefore, Staff has lowered the threshold to 500 trips per day. In addition, some of the language for traffic studies was modified for some additional clarity.

PROPOSED REVISIONS

Section 3.9.23 Road Construction Specifications (page 66).

The road construction specifications in this Article shall be the minimum standards for construction of public or private improvements located within any subdivision within the jurisdictional area. **These specifications shall apply to any person, developer, firm, business or other entity constructing public roadways within the Town. All plans shall be submitted for review and approval and shall be scaled drawings with specifications and shall include all aspects of the street, grading and drainage, including all supplemental documentation verifying engineering calculations, erosion control, on street parking, street lighting and any other information related to the construction activities for the project. The construction plans shall be prepared and stamped by a registered engineer in the State of Tennessee. Prior to any approvals, all necessary state approvals, including but not limited to, the Tennessee Department of Transportation, Tennessee Department of Environment and Conservation and the Tennessee Division of Water Pollution shall be submitted to the Town in writing.**

Roadway Construction

- a. Typical cross sections and dimensions of standard local and collector streets are illustrated in Appendix E.
- b. Construction materials and methods including aggregate base stone, asphalt, concrete and roadway subgrades shall be fully tested and constructed in accordance with the designations and requirements within the TDOT Standard Specifications.
- c. Drainage facilities including but not limited to ditches, swales, detention/retention ponds, culverts or other structures shall be inspected, tested, and written documentation shall be submitted for approval by the Town prior to the next phase of construction.
- d. Subgrade and base stone shall be brought to grade with proper crown prior to compaction test being completed. Proof rolling with a tandem axle loaded dump truck (23 tons) shall be conducted by the contractor and witnessed by Town Staff and testing agency personnel.
- e. Proof roll shall be redone if the project is rained on prior to the binder surface installation.



- f. Density test shall be conducted by a local testing agency approved by town staff and licensed by the state of Tennessee and shall be at the expense of the developer. A minimum of one density test per lift for each five-hundred (500) feet of roadway shall be required.
- g. Binder course and surface course shall be inspected and tested per TDOT specifications and written documentation shall be submitted for approval by the Town prior to the next phase of construction.
- h. Any materials or workmanship that does not meet the requirements of the approved plans or specifications shall be brought into compliance with all approvals. A stop work order may be given if substandard materials or workmanship is not corrected. No reduction of sureties will be considered if defective materials or workmanship occurs within the development.
- i. The developer shall provide the necessary labor and supervision to support field testing by a third party at no cost to the Town. The design engineer or a certified quality control inspector shall be present during construction activities. Weekly test reports shall be submitted in writing and reviewed by the Town throughout the duration of the work. Defects in the workmanship shall be corrected at no cost to the Town. A detailed letter from the testing agency shall be provided attesting that all roadway improvements have been constructed in accordance with the plans and specifications prior to the release of performance surety. The letter shall contain the seal of the Engineer and be in report form, including all weekly project activity and the associated testing results.
- j. No asphalt binder shall be installed unless temperature is at least 40 degrees Fahrenheit and rising unless otherwise approved by the Town Engineer.
- k. All projects shall be subject to the inspection during and upon completion of construction activities by authorized Town staff representatives. A Town inspector on-site does not eliminate the requirement for a third-party inspector and a written report to the Town. Upon completion of the project, the project engineer shall submit in writing to the Town that the construction of all infrastructure was completed in compliance with approved plans and a representative from the Town will make a final inspection to determine the acceptability of the work.

Street Lights

Street lights shall be required for all new subdivisions within the Transect Community, D1, D2 and D3 zoning districts. Street lighting should be pedestrian scaled and shall be decorative in a manner to match the character of the neighborhood. Cobra head and shoebox light heads are not permitted within a residential subdivision. Street lighting should provide adequate lighting to enhance walkway safety. Street lights within neighborhoods shall not exceed 15 feet in height. Street lights shall be installed between the curb and the sidewalk within the grass strip. Streetlights should have a maximum distance of 300 feet apart and shall be approved by Middle Tennessee Electric Membership Corporation. The developer subdivider shall bear the financial responsibility for the original installation costs for the materials and labor for street lighting where it is deemed reasonably necessary by the Town Engineer. ~~Street lighting shall be of such size and specification as deemed appropriate by the Town Engineer to meet the specific requirements of the subdivision. Street lights shall be installed between the curb and the sidewalk within the grass strip.~~

As built plans

As built plans shall be submitted to the Town upon completion of construction activities. As built plans shall be submitted with the completion of each phase of the development. The as built plans shall include all pertinent information related to the phase, including but not limited to, property lines, all cables, utilities, drainage structure, pump stations, etc., detention/retention ponds, any existing structures.

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

3.9.24 Traffic Study

- a. A traffic study shall be required for any development that will create 500 trips per day, including weekends or 100 trips or more during a peak hour or any development located on a major arterial within the Town or a project site ~~located in proximity to a road condition that requires further analysis prior to additional volume in the vicinity.~~ as requested by the Town Planner or Traffic Engineer.
- b. Traffic studies shall be prepared by a licensed Professional Engineer in good standing with the State of Tennessee ~~traffic engineer~~ using the standard format as outlined by the Town of Thompson's Station ~~Institute of Transportation Engineers~~. The applicant shall meet with the Town staff prior to initiating the traffic study to review/determine the scope of study. The completed traffic study shall be submitted to the Town for review. Review shall consist of a third-party review and all cost associated with the Town's third-party review shall be the responsibility of the developer/applicant. Traffic studies older than ~~one~~ two years shall be updated.
- c. Any project that does not require a traffic study may be required to submit a traffic analysis for access, trip generation, existing conditions and proposed changes to the existing conditions.

RECOMMENDATION

Staff recommends that the Board of Mayor and Aldermen adopt Ordinance 2018-015 amending the Subdivision Regulations within the Land Development Ordinance.

ATTACHMENT

Ordinance 2018-015

ORDINANCE NO. 2018-015

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 3.9.23 (ROADWAY CONSTRUCTION SPECIFICATIONS) AND THE ADDITION OF A NEW SECTION 3.9.24 (TRAFFIC STUDY) WITHIN THE LAND DEVELOPMENT ORDINANCE (ZONE AMEND 2018-004)

WHEREAS, the several changes are proposed to the text of the Town's Land Development Ordinance ("LDO");

WHEREAS, the Planning Commission has reviewed these proposed amendments and is recommending the changes as specified in Exhibit A:

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

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

Section 1. That the Town of Thompson's Station's Land Development Ordinance is hereby amended by revising Section 3.9.23 (Roadway Construction Specifications), including Appendices E and F, and adding a new Section 3.9.24 (Traffic Study) as set forth in Exhibit A attached hereto and incorporated herein by reference. After final passage, Town Staff is directed to incorporate these changes into an updated, codified Land Development Ordinance document and such document shall constitute the zoning ordinance of the Town.

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder
Passed First Reading: August 14, 2018

Passed Second Reading: _____

Submitted to Public Hearing on the 11th day of September 2018, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 26th day of August, 2018.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT "A"

Section 3.9.23 Road Construction Specifications

The road construction specifications in this Article shall be the minimum standards for construction of public or private improvements located within any subdivision within the jurisdictional area. These specifications shall apply to any person, developer, firm, business or other entity constructing public roadways within the Town. All plans shall be submitted for review and approval and shall be scaled drawings with specifications and shall include all aspects of the street, grading and drainage, including all supplemental documentation verifying engineering calculations, erosion control, on street parking, street lighting and any other information related to the construction activities for the project. The construction plans shall be prepared and stamped by a registered engineer in the State of Tennessee. Prior to any approvals, all necessary state approvals, including but not limited to, the Tennessee Department of Transportation, Tennessee Department of Environment and Conservation and the Tennessee Division of Water Pollution shall be submitted to the Town in writing.

Roadway Construction

- a. Typical cross sections and dimensions of standard local and collector streets are illustrated in Appendix E.
- b. Construction materials and methods including aggregate base stone, asphalt, concrete and roadway subgrades shall be fully tested and constructed in accordance with the designations and requirements within the TDOT Standard Specifications.
- c. Drainage facilities including but not limited to ditches, swales, detention/retention ponds, culverts or other structures shall be inspected, tested, and written documentation shall be submitted for approval by the Town prior to the next phase of construction.
- d. Subgrade and base stone shall be brought to grade with proper crown prior to compaction test being completed. Proof rolling with a tandem axle loaded dump truck (23 tons) shall be conducted by the contractor and witnessed by Town Staff and testing agency personnel.
- e. Proof roll shall be redone if the project is rained on prior to the binder surface installation.
- f. Density test shall be conducted by a local testing agency approved by town staff and licensed by the state of Tennessee and shall be at the expense of the developer. A minimum of one density test per lift for each five-hundred (500) feet of roadway shall be required.
- g. Binder course and surface course shall be inspected and tested per TDOT specifications and written documentation shall be submitted for approval by the Town prior to the next phase of construction.
- h. Any materials or workmanship that does not meet the requirements of the approved plans or specifications shall be brought into compliance with all approvals. A stop work order may be given if substandard materials or workmanship is not corrected. No reduction of sureties will be considered if defective materials of workmanship occurs within the development.
- i. The developer shall provide the necessary labor and supervision to support field testing by a third party at no cost to the Town. The design engineer or a certified quality control inspector shall be present during construction activities. Weekly test reports shall be submitted in writing and reviewed by the Town throughout the duration of the work. Defects in the workmanship shall be corrected at no cost to the Town. A detailed letter from the testing agency shall be provided attesting that all roadway improvements have been constructed in accordance with the plans and specifications prior to the release of performance surety. The letter shall contain the seal of the Engineer and be in report form, including all weekly project activity and the associated testing results.
- j. No asphalt binder shall be installed unless temperature is at least 40 degrees Fahrenheit and rising unless otherwise approved by the Town Engineer.

- k. All projects shall be subject to the inspection during and upon completion of construction activities by authorized Town staff representatives. A Town inspector on-site does not eliminate the requirement for a third-party inspector and a written report to the Town. Upon completion of the project, the project engineer shall submit in writing to the Town that the construction of all infrastructure was completed in compliance with approved plans and a representative from the Town will make a final inspection to determine the acceptability of the work.

Street Lights

Street lights shall be required for all new subdivisions within the Transect Community, D1, D2 and D3 zoning districts. Street lighting should be pedestrian scaled and shall be decorative in a manner to match the character of the neighborhood. Cobra head and shoebox light heads are not permitted within a residential subdivision. Street lighting should provide adequate lighting to enhance walkway safety. Street lights within neighborhoods shall not exceed 15 feet in height. Street lights shall be installed between the curb and the sidewalk within the grass strip. Streetlights should have a maximum distance of 300 feet apart and shall be approved by Middle Tennessee Electric Membership Corporation. The developer ~~subdivider~~ shall bear the financial responsibility for the original installation costs for the materials and labor for street lighting where it is deemed reasonably necessary by the Town Engineer. ~~Street lighting shall be of such size and specification as deemed appropriate by the Town Engineer to meet the specific requirements of the subdivision. Street lights shall be installed between the curb and the sidewalk within the grass strip.~~

As built plans

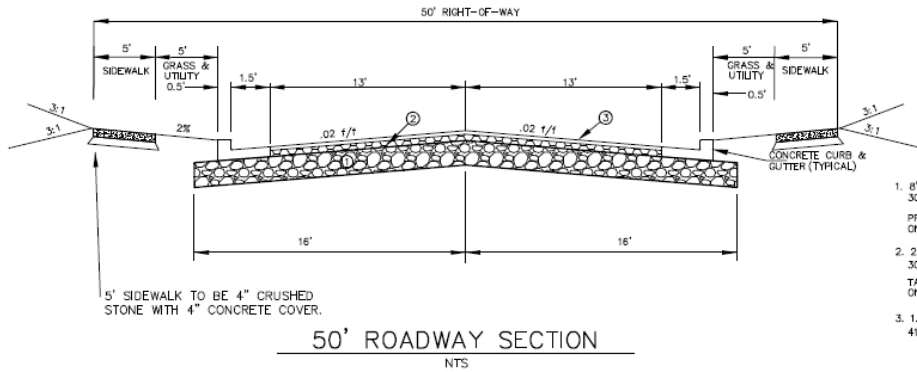
As built plans shall be submitted to the Town upon completion of construction activities. As built plans shall be submitted with the completion of each phase of the development. The as built plans shall include all pertinent information related to the phase, including but not limited to, property lines, all cables, utilities, drainage structure, pump stations, etc., detention/retention ponds, any existing structures.

3.9.24 Traffic Study

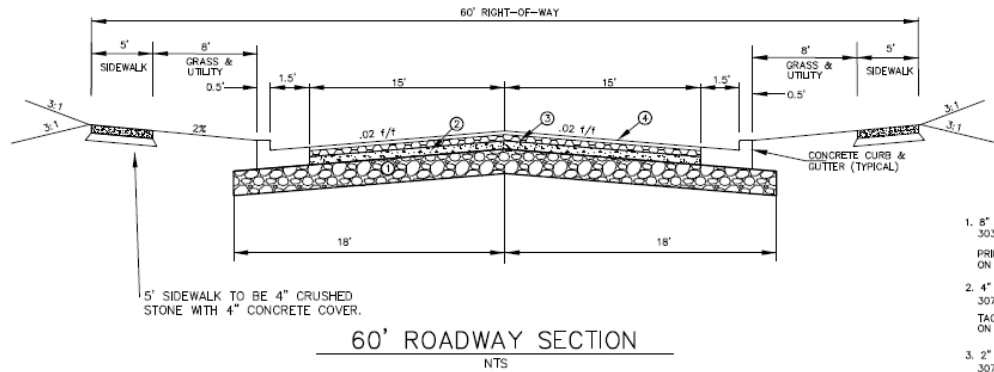
- a. A traffic study shall be required for any development that will create 500 trips per day or 100 trips or more during a peak hour or any development located on a major arterial within the Town or a project site ~~located in proximity to a road condition that requires further analysis prior to additional volume in the vicinity.~~ as requested by the Town Planner or Traffic Engineer.
- b. Traffic studies shall be prepared by a licensed Professional Engineer in good standing with the State of Tennessee ~~traffic engineer~~ using the standard format as outlined by the Town of Thompson's Station ~~Institute of Transportation Engineers~~. The applicant shall meet with the Town staff prior to initiating the traffic study to review/determine the scope of study. The completed traffic study shall be submitted to the Town for review. Review shall consist of a third-party review and all cost associated with the Town's third-party review shall be the responsibility of the developer/applicant. Traffic studies older than ~~one~~ two years shall be updated.
- c. Any project that does not require a traffic study may be required to submit a traffic analysis for access, trip generation, existing conditions and proposed changes to the existing conditions.

Appendix E

Roadway Cross Sections

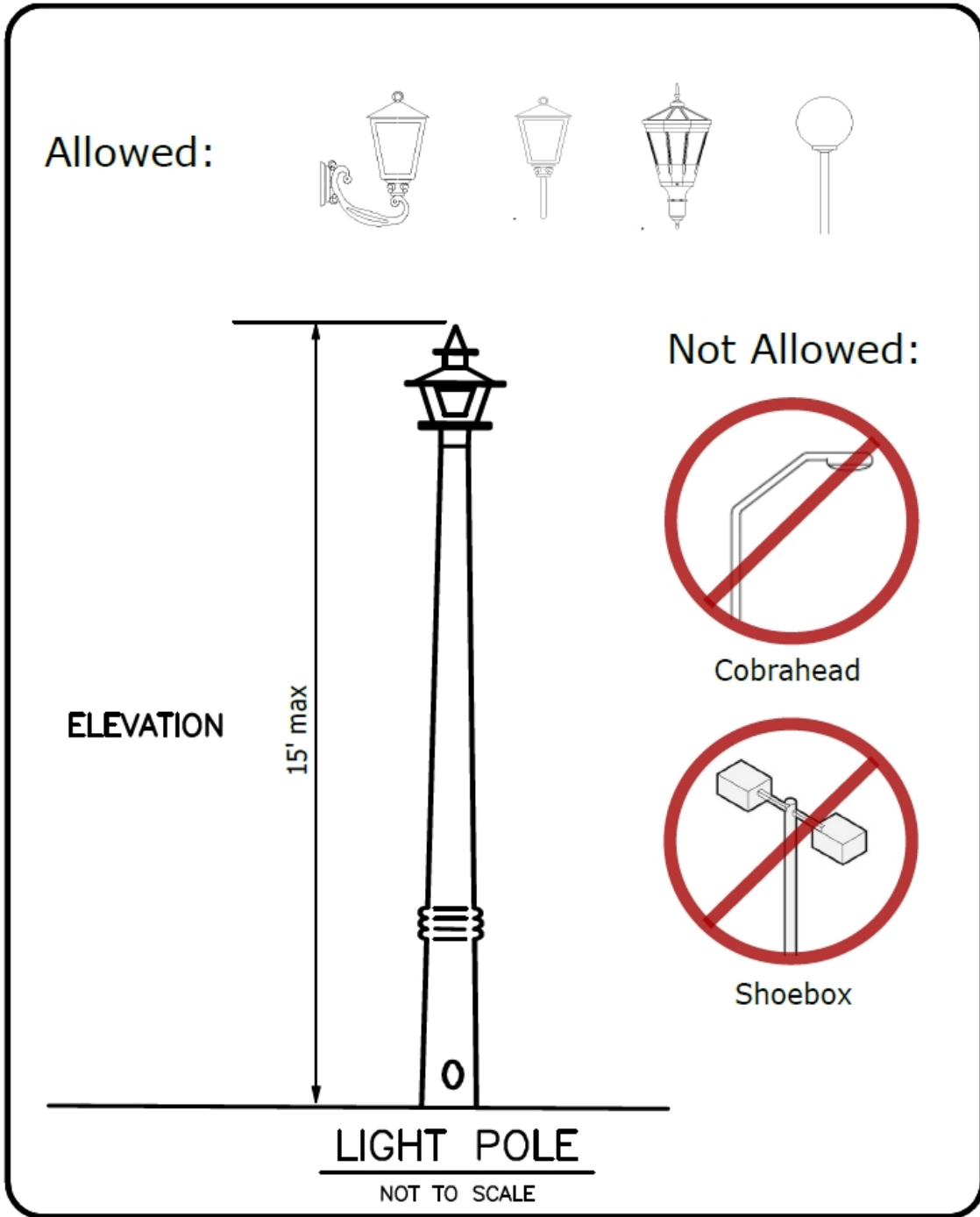


1. 8" THICK MINERAL AGGREGATE BASE COURSE:
303-01 MINERAL AGGREGATE TYPE 'A' BASE GRADING 'D'
- PRIME COAT:
ON THE SURFACE OF THE BASE AT A MINIMUM RATE OF 0.3 - 0.4 GAL/SQ. YD.
2. 2" BITUMINOUS PLANT MIX BASE (HOT MIX):
307-01.08 ASPHALT CONCRETE MIX (PG64-22)(BPMB-HM) GRADING 'B-M2'
- TACK COAT:
ON THE POWER CLEANED SURFACE AT A RATE OF 0.03 - 0.05 GAL./SQ. YD.
3. 1.5" ASPHALTIC CONCRETE WEARING SURFACE:
411-01.10 ASPHALT CONCRETE MIX (PG64-22)(ACS) GRADING 'D'



1. 8" THICK MINERAL AGGREGATE BASE COURSE:
303-01 MINERAL AGGREGATE TYPE 'A' BASE GRADING 'D'
- PRIME COAT:
ON THE SURFACE OF THE BASE AT A MINIMUM RATE OF 0.3 - 0.4 GAL/SQ. YD.
2. 4" BITUMINOUS AGGREGATE BASE
307-01.01 ASPHALT CONCRETE MIX (PG64-22)(BPMB-HM) GRADING 'A'
- TACK COAT:
ON THE POWER CLEANED SURFACE AT A RATE OF 0.03 - 0.05 GAL./SQ. YD.
3. 2" BITUMINOUS PLANT MIX BASE (HOT MIX):
307-01.08 ASPHALT CONCRETE MIX (PG64-22)(BPMB-HM) GRADING 'B-M2'
- TACK COAT:
ON THE POWER CLEANED SURFACE AT A RATE OF 0.03 - 0.05 GAL./SQ. YD.
4. 1.5" ASPHALTIC CONCRETE WEARING SURFACE:
411-01.10 ASPHALT CONCRETE MIX (PG64-22)(ACS) GRADING 'D'

Appendix F
Street Lamp Detail



TOWN OF THOMPSON'S STATION 1550 THOMPSON'S STATION RD WEST P.O. BOX 100 THOMPSON'S STATION TN, 37179	Residential Street Lamp (DETAIL)	
NOT TO SCALE	DATE: 6/11/18	

ORDINANCE NO. 2018-016

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION,
TENNESSEE, TO AMEND TITLE 9 OF THE MUNICIPAL CODE
REGARDING DOOR-TO-DOOR SOLICITATIONS .**

WHEREAS, the Board of Mayor and Aldermen finds that unregulated door-to-door solicitations in residential neighborhoods is detrimental to the life, health, safety and welfare of residents of the Town; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to create a new chapter in the code to permit door-to-door solicitations subject to certain restrictions including allowing residents to choose to prohibit door-to-door solicitations on their property.

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

Section 1. That Title 9 of the Municipal Code, Business, Peddlers, Solicitors, Etc., be amended by adding a new Chapter 1, Door-to-Door Solicitation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____ 2018, at 7:00 p.m., after being advertised in the Williamson AM Newspaper on the ____ day of _____, 2018.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT "A"

Door to door solicitations

§9-101. Purpose. The purpose of this chapter is as follows:

- (A) To provide for the health, safety and welfare of the citizens of the Town;
- (B) To balance the interests of residential door-to-door commercial solicitors with the privacy, safety, health and welfare of the residents within the Town;
- (C) To require all commercial solicitors to conduct any door-to-door commercial solicitation within the Town pursuant to a permit issued by the Town Clerk and in compliance with this ordinance;
- (D) To prohibit commercial solicitations at residences where the owner or occupant has posted a "no-trespassing" or "no-soliciting" sign or has requested to be added to the Town's No-Solicitation List.

§9-102. Definitions. The following definitions shall apply within this ordinance unless the context clearly indicates or requires a differing meaning.

COMMERCIAL SOLICITOR. Any person who engages in door-to-door commercial solicitation.

DOOR-TO-DOOR COMMERCIAL SOLICITATION. Attempting to make personal contact with a resident at his or her residence, without a prior specific invitation by or appointment with the resident, for the purpose of attempting to sell any goods or services, other than newspaper or magazine subscriptions, regardless of the method of sale or delivery. ***DOOR-TO-DOOR COMMERCIAL SOLICITATION*** also includes attempting to make personal contact with a resident by personally delivering to the resident a handbill or flyer advertising a commercial event, activity, good or service. The delivery of a handbill or flyer to a residence without attempting to make personal contact with the resident is not ***DOOR-TO-DOOR COMMERCIAL SOLICITATION***.

EMPLOYER. Any person or entity that a person works for or on behalf of while engaging in ***DOOR-TO-DOOR COMMERCIAL SOLICITATION*** within the Town.

NONCOMMERCIAL SOLICITOR. Any person, whether as volunteer, owner, agent, consignee or employee, who engages in door-to-door noncommercial solicitation. ***NONCOMMERCIAL SOLICITOR*** shall include persons who solicit for a charitable, religious, political, or philanthropic purpose, even if, incidental to such purpose, they accept the donation of money for such cause.

NO-SOLICITATION LIST. A list of the addresses of Town residents who wish to prohibit door-to-door solicitations at their residences and that have requested that the Town provide their addresses to potential door-to-door commercial solicitors.

PERMIT. A document issued by the Town Clerk authorizing a ***COMMERCIAL SOLICITOR*** to engage in ***DOOR-TO-DOOR COMMERCIAL SOLICITATION*** within the Town.

PERMIT HOLDER. Any person to whom a permit has been issued pursuant to this ordinance.

RESIDENCE. A private residence in the Town, including but not limited to, condominium units and apartments, and including all private property surrounding the residence.

TOWN CLERK. The Clerk of the Town or the Clerk's designee.

§9-103. Exemptions.

The terms of this chapter shall not apply to:

- (A) Bona fide merchants who deliver goods in the regular course of business; or
- (B) Sellers responding to a prior invitation by the owner or occupant of a residence.

§9-104. Solicitation prohibited where posted.

No solicitor, whether commercial or noncommercial, shall enter any residence in the Town where a “No Solicitation” or “No Trespassing” sign is posted or placed at or near the entrance(s) to such residence.

§9-105. No Solicitation List ; Solicitation prohibited at addresses registered on list.

(A) The Town will establish a no-solicitation list on which any resident may register their address to give notice that they wish to prohibit door-to-door commercial solicitations at their residence. Each address appearing on the no-solicitation list will remain on the list until removed by the owner or occupant, provided that, the Town may remove addresses when the owner or occupant that registered the residence has sold the property or moved.

(B) The Town will have copies of the no solicitation list available at Town Hall and shall provide a copy to any person that receives a door-to-door commercial solicitation permit. The Town will periodically update the no-solicitation list.

(C) Each permit holder shall be responsible for reviewing the no-solicitation list prior to engaging in door-to-door commercial solicitation within the Town.

(D) Door-to-door commercial solicitation shall be prohibited at the addresses on the no solicitation list.

(E) Neither the Town nor any of its officers, employees, agents or authorized volunteers shall be liable to any person for any injuries or damages of any kind arising from or relating to any errors or omissions that may occur in compiling or maintaining the no-solicitation list.

§9-106. Permit and Badge.

(A) No person shall engage in door-to-door commercial solicitation within the Town without first obtaining a permit from the Town Clerk and paying all applicable fees as provided in this chapter.

§9-107. Permit Application.

(A) Each person applying for a door-to-door commercial solicitation permit shall file with the Town Clerk an affidavit on a form supplied by the Town Clerk stating the following information, as applicable:

- (1) Their full name, address and telephone number,
- (2) Their employer’s name, address, and telephone number (If the applicant is an employee of foreign corporation, the name, address and telephone number of an agent for process residing in the state);
- (3) A copy of their driver’s license, state identification card, passport, or other government-issued identification card;

(4) The make, model, year, color, and state license plate number of any motor vehicle(s) which will be used by such person in the door-to-door commercial solicitations within the Town; and

(5) A brief description of the goods and/or services to be offered.

(B) At the time of application, each applicant shall pay a fee in the amount of \$25.00 to defray the costs incurred by the Town in processing the application, preparing and issuing the permit, and updating the no solicitation list.

§9-108. Permits Issued in Name of Solicitor .

(A) Following the receipt of a complete application the Town Clerk shall issue the permit.

(B) All permits shall be issued in the name of the solicitor and shall also include the name of their employer, if any.

(C) No permit shall be transferred to another person.

§9-109. Permit term.

Each permit shall be valid for one hundred and twenty (120) days, effective from the date of issuance.

§9-110. Denial of Permit .

Any person that violates the provisions of this ordinance shall not be eligible for issuance of a permit for a period of twelve (12) months from the date of the violation(s).

§9-111. Revocation of Permit .

The Town Clerk may, after written notice of no less than seven (7) calendar days, revoke the permit the identification badge of any commercial solicitor that violates this ordinance.

§9-112. Emergency suspension; Right to Hearing and Appeal .

(A) If reasonable grounds exist to believe that a permittee has engaged in illegal activity such that the public health, safety or welfare requires emergency action, the Town Clerk may immediately suspend the permit pending the notice set forth below.

(B) The temporary suspension of a permit or badge shall be for a period not to exceed twenty (20) days.

(C) Upon the denial, suspension, or revocation of a commercial solicitation permit by the Town Clerk, the applicant or permit holder shall be entitled to a hearing before the Town Administrator in accordance with the following:

(1) A request for a hearing shall be in writing, setting forth fully the grounds for the appeal, and filed with the Town Clerk within twenty (20) days of the decision to deny an application or renewal, or to suspend or revoke a permit.

(2) The Town Clerk shall notify the applicant or permit holder by United States mail of the hearing date.

(3) The hearing date shall be set not later than thirty (30) days from the date the Town Clerk receives the request, unless otherwise agreed to by the applicant or permit holder and the Town.

(4) The applicant or permit holder is considered notified upon publication of the hearing date by the Town Clerk.

(5) At the hearing, the applicant or permit holder may present evidence as to why his/her permit should not be suspended or revoked.

(6) Within five (5) days of the hearing, the Town Administrator shall state in writing the reason for the Board's decision that will either affirm or reject the denial of an application, renewal, suspension, or the revocation of a permit and mail it by United States mail to the address of the applicant as listed on the application.

(D) Any decision of the Town Administrator may be appealed by *writ of certiorari* to the Chancery Courts of Williamson County within 60 days from the date of ruling.

§9-113. Solicitation rules; Hours .

(A) No solicitor, whether commercial or noncommercial, shall:

(1) Use or attempt to use any entrance other than the front or main entrance to the dwelling, or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property; or

(2) Remove any "No Solicitation" or "No Trespassing" sign from a residence.

(B) It shall be unlawful for any solicitor, whether commercial or noncommercial, to remain upon any private premises and refuse to leave such premises after having been notified by the owner or occupant of such premises or his or her agent to leave the same and not return to such premises.

(C) No commercial solicitor shall conduct any door-to-door commercial solicitations except between the hours of 9:00 a.m. and sunset, it being the intent that door-to-door commercial solicitations occur during daylight hours and at times when citizens feel secure in their homes to receive unexpected visitors.

§9-114. Enforcement; penalties .

(A) The provisions of this chapter shall be enforced by the Sheriff's Department, police officer, code enforcement official or other duly authorized official of the Town.

(B) Any person violating this ordinance of the Town shall be fined not more than \$50 or the maximum amount permitted by state law, whichever is greater, for each offense. Each day a violation occurs shall constitute a separate offense.

RESOLUTION NO. 2018-020

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CONTRACT WITH BARGE DESIGN SOLUTIONS, INC. FOR
ENGINEERING SERVICES RELATED TO TRAFFIC SIGNAL COORDINATION AND TO
AUTHORIZE THE MAYOR TO SIGN THE CONTRACT**

WHEREAS, Barge Designs Solutions, Inc. is currently working with the Town on road construction and traffic-related projects; and

WHEREAS, the Town needs professional engineering services to develop and implement coordinated traffic signal timing plans; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a contract with Barge Design Solutions, Inc. to provide these services to the Town.

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

That the contract with Barge Design Solutions, Inc. attached hereto as Exhibit "A" is hereby approved, and the Mayor is authorized to sign the contract on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of September 2018.

Corey Napier , Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

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

Project: Traffic Signal Timing Coordination Plan – Columbia Pike intersections

Location: Thompson's Station, TN

Description of Project:

Coordinated traffic signal timing plans as described in the Task Order (No. 9) dated August 28, 2018, attached hereto as Exhibit A.

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

See detailed description in Exhibit A.

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

Not to exceed fee of \$15,000.00.

Client shall pay **BARGE** for Basic Services in accordance with the hourly rate schedule attached as Exhibit "B" to this Agreement in an amount not to exceed \$15,000.00, including any amounts payable to subcontractors or other third-parties for services as described in Exhibit "B."

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

IV. TIME: **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement and complete the services within six (6) weeks after starting.

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

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

- VII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred).
- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOB SITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** **BARGE** shall secure and maintain insurance, at its own expense, in the amounts and types shown on Exhibit "C". **BARGE** shall provide evidence of such coverage within ten (10) days of the date of this agreement and shall provide thirty (30) days prior notice of cancellation, non-renewal or material change in coverage.
- XI. MISCELLANEOUS** (a) *No Collusion.* **BARGE** warrants that it has not employed or retained any person or company other than a bona fide employee, to solicit or secure this Contract and has not paid or agreed to pay any person, company, or other entity a fee or commission resulting from the award of this Contract.
- (b) *No Conflict of Interest.* Any work performed by the **BARGE's** employees, sub-consultants or contractors, on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder. It is the responsibility of **BARGE** to inform the Town of any business relationship which may be construed as a conflict of interest. Any conflict of interest may be a cause for immediate termination of the Contract.
- (c) *Non-discrimination.* The Town is an equal opportunity affirmative action employer, drug-free workplace, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service. **BARGE** agrees that it does not and shall not, in the performance of its duties herein, discriminate against any employee or applicant for employment because of age, race, sex, national origin, ancestry or disability as defined by federal or state law.
- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any

legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

XIII. OPINIONS OF CONSTRUCTION COST: Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

XIV. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

Town of Thompson's Station, Tennessee	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:
Tax I.D. Number:	

TOWN OF THOMPSON'S STATION, TENNESSEE

WORK AUTHORIZATION

TASK ORDER No. 9

Date: August 28, 2018

Barge Project No. 3672709

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the Town of Thompson's Station, TN (Client) and Barge Design Solutions, Inc. (Barge) dated January 10, 2018.

Scope of Services:

Barge will develop and field implement three (AM, MD, PM) coordinated signal timing plans at the signalized intersections of:

1. US 31 (Columbia Pike) and Tollgate Boulevard
2. US 31 (Columbia Pike) and US 840 WB
3. US 31 (Columbia Pike) and US 840 EB
4. US 31 (Columbia Pike) and Critz Lane
5. US 31 (Columbia Pike) and Thompson's Station Road

As part of this scope of services Barge will:

1. Collect intersection turning movement counts at six locations:
 - a. US 31 (Columbia Pike) and Tollgate Boulevard
 - b. US 31 (Columbia Pike) and US 840 WB
 - c. US 31 (Columbia Pike) and US 840 EB
 - d. US 31 (Columbia Pike) and Critz Lane
 - e. US 31 (Columbia Pike) and Declaration Way (unsignalized)
 - f. US 31 (Columbia Pike) and Thompson's Station Road
2. Collect existing signal timing from three signal controllers:
 - a. US 31 (Columbia Pike) and US 840 WB
 - b. US 31 (Columbia Pike) and US 840 EB
 - c. US 31 (Columbia Pike) and Thompson's Station Road
3. Develop a traffic simulation model for the five intersections
4. Develop three (AM, MD, PM) coordinated signal timing plans for the five signalized intersections
5. Field implement developed timing plans
6. Revisit signals once and fine tune signal timing plans one month after field implementation

Time of Performance:

Barge can complete this work within six weeks after receiving the notice to proceed on this task.

Compensation:

Barge compensation for this Task Order will be on an hourly basis, in accordance with the Agreement, for a total amount not to exceed \$15,000.00. Invoices will be prepared based on services specifically requested and performed.

Agree as to Scope of Services, Time of Performance, and Compensation:

Town of Thompson's Station, Tennessee

Barge Design Solutions, Inc.

Date: _____

Date: _____



EXHIBIT B

**SCHEDULE
STANDARD CHARGES**

HOURLY-RATE BASIS

For the applicable cost plus work described in the Task Order and Exhibit A, the following hourly rates apply:

Hourly Rate Schedule

Classification	Rate
Principal-In-Charge/Technical Advisor	\$ 215
Sr. Project Manager/Sr. Technical Leader/Quality Control	\$ 205
Sr. Technical Specialist	\$ 205
Sr. Professional Engineer IV/Project Manager II/Engineering Manager II	\$ 195
Sr. Professional Engineer III/Sr. Architect	\$ 185
Project Manager I/Engineering Manager I	\$ 175
Sr. Professional Engineer II	\$ 170
Sr. Professional Engineer I	\$ 160
Professional Engineer II/Architect	\$ 150
Professional Engineer I	\$ 130
Staff Engineer II	\$ 120
Staff Engineer I	\$ 110
Designer III/Sr. Specialist	\$ 150
Designer II	\$ 125
Designer I	\$ 110
CAD Technician II	\$ 100
CAD Technician I	\$ 90
Sr. Registered Land Surveyor	\$ 150
Registered Land Surveyor	\$ 125
2-Man Survey Crew	\$ 150
Resident Project Representative III	\$ 150
Resident Project Representative II	\$ 130
Resident Project Representative I	\$ 110
Project Administrator/Administrative Assistant	\$ 95



Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.
- d. Other direct expenses incurred by Barge will be invoiced at the actual cost incurred.

Invoices will be issued on a monthly basis.

The hourly rates listed above are valid until September 1, 2019, after which the rates will be adjusted annually based on the average salary adjustment to Barge employees.

EXHIBIT C

The Contractor shall procure and maintain for the duration of the Contract, at its own expense, insurance as follows:

a. Workers' Compensation:	Minimum Statutory Limits
b. General Liability –	
1) Each Occurrence (Bodily Injury and Property Damage):	\$ <u>1,000,000.00</u>
2) General Aggregate:	\$ <u>2,000,000.00</u>
c. Excess or Umbrella Liability –	
1) Each Occurrence:	\$ <u>1,000,000.00</u>
2) General Aggregate:	\$ <u>1,000,000.00</u>
d. Automobile Liability –	
1) Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$ <u>1,000,000.00</u>

Declaration of Policy, Purpose, and Obligations

The proper operation of Thompson's Station's government requires that its public officials and employees act as fiduciaries entrusted with and responsible for the property and resources of the community; that they make governmental decisions and policies in the proper channels of the government structure, free of coercive or other improper influence; that they use their position in the best interests of the town rather than for personal interests, whether their own interests or those of their family, friends, or business associates; and that they do not, directly or indirectly, in a positive or negative sense, treat anyone preferentially, that is, other than in a manner generally accorded to town residents.

It is central to gaining and retaining the public's trust in our town's government that public servants seek to avoid even the appearance of impropriety. Fulfilling one's role as public servant sometimes means sacrificing rather than gaining opportunities.

This code focuses on conflicts of interest, which affect the decisions of government officials and employees in ways that are unfair both to the community and to individuals and entities who lack special relationships with our town's officials. When public servants make decisions that are not or do not appear to be impartial, this seriously undermines public confidence in government.

While the vast majority of municipal officials are well-meaning, being well-meaning is not enough. It is important that officials understand the conflicts they confront every day, appreciate their fiduciary obligations to town residents, and recognize the importance of preventing conflicts from occurring, disclosing conflicts when they arise, and withdrawing from any involvement in a matter where they have a conflict.

Nothing is more important to public trust than having public servants err on the side of disclosing every possible conflict and withdrawing from participation even where they feel certain they can act impartially.

The purposes of this ethics code are to provide:

- (a) Standards of ethical conduct - especially those dealing with conflicts between personal interests and those of the town - for town officials, employees, consultants, candidates, and those who do business with the town;
- (b) Clear, consistent guidance with respect to such standards by clarifying which acts are allowed and which are not;
- (c) Public confidence in the integrity of our town's governance and administration;
- (d) For the consideration of potential ethical problems before they arise, to minimize unwarranted suspicion and to enhance the accountability of our town's government to town residents; and
- (e) For the fair and effective administration and enforcement of this code.

There is more to ethical conduct than what is covered by this code, which consists primarily of enforceable rules about conflicts of interest, and procedures for enforcing the rules and providing ethics advice. The town must also provide a healthy ethics environment with positive means of encouraging ethical behavior among its public servants. Individuals - especially community leaders - must commit themselves to dealing responsibly with their conflict situations.

Ethical conduct depends on thinking about one's acts not in terms of what is politically popular, best for oneself and one's colleagues, or even most effective and efficient, but in terms of what is in the best

interests of the town. Ethics is not just about enforceable rules, but also about democratic ideals and aspirational goals. Central to ethical action is respect for town residents (treating them as ends rather than as means) as well as self-respect (integrity, expecting the best of oneself).

This code is enacted pursuant to Section 8-17-103 of the State of Tennessee and is not intended to authorize any conduct prohibited by that section.

1-300. Definitions.

Unless otherwise stated or unless the context otherwise requires, when used in this code:

1. To "appear" or "appear before" means to communicate in any form, including, without limitation, personally, through another person, by letter, or by telephone. This definition also applies to the noun form, "appearance."
2. "Consultant" means an independent contractor or professional person or entity engaged by the town or advising a town official, and in a position to influence a town decision or action, or have access to confidential information.
3. "Customer or client" in 1-300 means (a) any person or entity to which a person or entity has supplied goods or services during the previous twenty-four months, having, in the aggregate, a value greater than \$1,000, or (b) any person or entity to which an official's outside employer or business has supplied goods or services during the previous twenty-four months, having, in the aggregate, a value greater than \$1,000, but only if the official knows or has reason to know the outside employer or business supplied the goods or services.
4. "Domestic partner" is an adult, unrelated by blood, with whom an unmarried or separated official has an exclusive committed relationship, maintains a mutual residence, and shares basic living expenses.
5. "Financial benefit" includes any money, service, license, permit, contract, authorization, loan, discount, travel, entertainment, hospitality, gratuity, or any promise of any of these, or anything else of value. This term does not include campaign contributions authorized by law. A "financial interest" is a relationship to something such that a direct or indirect financial benefit has been, will be, or might be received as a result of it.
6. A "gift" is a financial benefit received or given without equivalent compensation. However, a financial benefit received or given on terms available to the general public is not a gift.
7. "Household" includes anyone whose primary residence is in the official's home, including non-relatives who are not rent payers or servants.
8. An "interest in a contract" is a relationship to a contract such that a direct or indirect financial or other material benefit has been, will be, or might be received as a result of that contract. The official does not need to be a party to the contract to have an interest in it. Indirect benefit includes a benefit to the official's family or outside business or employer.
9. "Ministerial act" means an action performed in a prescribed manner without the exercise of judgment or discretion as to the propriety of the act. An example of a ministerial act is the granting of a marriage license by a town clerk.
10. "Official" means any official or employee of the town, whether paid or unpaid, and includes all members of an office, board, body, advisory board, council, commission, agency, department, district, administration, division, bureau, committee, or subcommittee of the town, as well as of an affiliated independent office or agency or quasi-public or public-private body. The term also includes candidates for office and elected candidates prior to the time they take office, as well as anyone engaged in the performance of a governmental function.
11. "Outside employer or business" includes:
 - i. any substantial business activity other than service to the town;

- ii. any entity, other than the town, of which the official is a member, official, director, or employee, and from which he or she receives compensation for services rendered or goods sold or produced;
- iii. any entity located in the town or which does business with the town, in which the official has an ownership interest, except a public corporation in which the official's ownership interest is the lesser of (i) stock valued at less than \$50,000 or (ii) five percent of the outstanding stock; and
- iv. any entity to which the official owes, or by which the official is owed, more than \$10,000, either in the form of a note, a bond, a loan, or any other financial instrument.

For purposes of this definition, "compensation" does not include reimbursement for necessary expenses, including travel expenses.

- 12. "Personal benefit" includes benefits other than those that are directly financially advantageous. These include financial benefits to relatives, business associates, and others listed in 100(1), as well as non-financial benefits to these people and to oneself, including such things as reputation and the success of one's career. A "personal interest" means a relationship to something such that a personal benefit has been, will be, or might be obtained by certain action or inaction with respect to it.
- 13. "Relative" means a spouse, child, step-child, brother, sister, parent or step-parent, or a person claimed as a dependent on the official's latest individual state income tax return.
- 14. "Subordinate" means another official over whose activities an official has direction, supervision or control.

1-301. General Conflict of Interest Provisions.

1. Conflict of Interest.

- (a) An official may not use his or her position, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which he or she knows, or has reason to believe, may result in a personal or financial benefit, not shared with a substantial segment of the town's population, for any of the following persons or entities (no group of government employees may be considered "a substantial segment" for the purposes of this provision):
 - 1. himself or herself;
 - 2. a member of his or her household, including a domestic partner and his or her dependents, or the employer or business of any of these people;
 - 3. a sibling or step-sibling, step-child or foster child, parent or step-parent, niece or nephew, uncle or aunt, or grandparent or grandchild of either himself or herself, or of his or her spouse or domestic partner, or the employer or business of any of these people;
 - 4. a person with which he or she has a financial or business relationship, including but not limited to a(n):
 - i. outside employer or business of his or hers, or of his or her spouse or domestic partner, or someone who works for such outside employer or business;
 - ii. client or substantial customer;
 - iii. substantial debtor or creditor of his or hers, or of his or her spouse or domestic partner.
 - 5. a person or entity to or from whom the official has given or received an election campaign contribution (including in-kind or donations of time and other resources) during the past election cycle. This amount includes contributions from a person's

immediate family or business as well as contributions from an entity's owners, directors, or officers;

6. a nongovernmental civic group, union, social, charitable, or religious organization of which he or she (or his or her spouse or domestic partner) is an officer or director.
- (b) The prohibition in (a) above applies equally to attempts to use, act, or influence.
 - (c) It is a violation of this code for an official to award a contract or participate in a matter benefiting a person or entity that formerly employed him or her.

2. Withdrawal from Participation

- (a) An official must refrain from acting on or discussing, formally or informally, a matter before the town, if acting on the matter, or failing to act on the matter, may personally or financially benefit any of the persons or entities listed in subsection 1(a) of this section.
- (b) If a board or agency member is requested to withdraw from participation in a matter, for the reason that he or she has a conflict of interest, the member must decide whether to withdraw. If the member decides not to withdraw, the unchallenged members must consider any relevant evidence concerning such claimed conflict of interest, as defined in this code, and vote whether or not to allow the request and require that the member withdraw from participating in the matter.
- (c) Withdrawal at a meeting requires the public announcement, on the record, of the reason for withdrawal. Withdrawal outside of a meeting requires disclosure in writing of the reason for withdrawal to the official's supervisor
- (d) Ongoing Conflict: An official whose conflict of interest can reasonably be expected to require more than sporadic withdrawal (barring extenuating circumstances, no more than two separate issues in a twelve month period) must resign or cease such outside employment or activity.
- (e) Rule of Necessity: If withdrawal would leave a board with less than a quorum capable of acting, members must disclose their conflicts on the public record, but they may then vote. If an official is the only person authorized by law to act, the official must disclose the nature and circumstances of the conflict to the Ethics Officer and ask for a waiver or advisory opinion.

3. Gifts

- (a) An official, his or her spouse or domestic partner, child or step-child, parent, or member of his or her household, may not solicit nor accept anything of value, directly or indirectly, from any person or entity that the official knows, or has reason to believe, has received or sought a financial benefit, directly or through a relationship with another person or entity, from the town within the previous three years, or intends to seek a financial benefit in the future ("restricted source"). If in doubt, the official should refrain from soliciting or refuse a gift, and should first inquire into the person or entity's relationship with the town or with a restricted source. [or: If the official does not know whether a person or entity fits this description, he or she should inquire and, if it is discovered that the person or entity does fit this description, the gift should be returned (or its monetary value if it cannot be returned) and no further gifts accepted during the relevant period.]
- (b) A person or entity that has, in the last three years, received or sought, or is seeking, a financial benefit, directly or indirectly, from the town, may not give or seek to give anything of value to any official.
- (c) Gifts of property, money, or services given nominally to the town must be accepted by a resolution of the legislative body.

5. Representation

- (a) An official may not represent any other person or entity before the town, nor in any matter not before the town, but against the interests of the town. However, it is acceptable for elected officials to represent constituents without compensation in matters of public advocacy.

6. Appearances

- (a) An official may not appear before any town department, agency, board or commission, except on his or her own behalf or on behalf of the town. Every time an official appears before the meeting of any municipal body, or when he or she writes a letter to the editor or other publicly distributed writing, he or she is required to disclose before speaking or clearly on the writing whether he or she is appearing in an official capacity or as a private citizen. If the speech or writing is in response to criticism or other communication directed at or regarding his or her official role, the official may respond only in his or her official role. It is acceptable for elected officials to appear or argue on behalf of constituents in matters of public advocacy.
- (b) Appointed or volunteer members of any town boards and commissions may represent persons and entities before, or appear before, any town department, agency, board, or commission other than their own.

7. Confidential Information

- (a) An official, a former official, a contractor or a consultant may not use confidential information, obtained formally or informally as part of his or her work for the town or due to his or her position with the town, for his or her own benefit or for the benefit of any other person or entity, or make such information available in a manner where it would be reasonably foreseeable that a person or entity would benefit from it.

8. Political Solicitation

- (a) An official, employee, or municipal candidate may not knowingly request, or authorize anyone else to request, that any subordinate or potential future subordinate, participate or not participate in any political activity, including the making of a campaign contribution. Nor may he or she engage in any political activity while on duty for the town, with the use of town funds, supplies, vehicles, or facilities, in uniform, or during any period of time during which he or she is normally expected to perform services for the town for which compensation is paid.

9. Patronage

- (a) No official may promise an appointment or the use of his or her influence to obtain an appointment to any position as a reward for any political activity or contribution.

10. Post-Employment

- (a) **Representation.** For a period of two years after the termination of his or her town service or employment, an official may not, on behalf of any other person, for compensation, directly or indirectly, formally or informally, act as agent, attorney, lobbyist, or other sort of representative, to or before his or her former agency, department, authority, board, or commission. For the purposes of this provision, any board member, town administrator or assistant administrator, or town planner is deemed to have worked for every town department, agency, authority, board, and commission. Acting indirectly includes action by a partner, associate, and other professional employee of an entity in which the former official is a partner, associate, or professional employee, as well as acting by a member of the former official's immediate family.
- (b) **Employment.** An official, or a member of his or her immediate family, may not accept employment with, or with the help of, (a) a party to a contract with the town, within two years

after the contract was signed, when he or she participated personally and substantially in the preparation, negotiation, or award of the contract, and the contract obliged the town to pay an aggregate of at least \$25,000; or (b) an individual or entity who has, within the previous two years, benefited directly from any decision made by, or based on advice or information supplied by, the official or by a subordinate. An elected or appointed official, or a member of his or her immediate family, may not accept employment if the body of which he or she is a member or was a member within the previous two years had any role in filling the job, including an advisory role. A board member, or a member of his or her immediate family, may not, for two years after termination of town service or employment, accept any full-time compensated position with the town. For the purposes of this section, "employment" includes full-time and part-time jobs, and professional and other work for hire, given directly or indirectly.

- (c) **Exceptions.** Former officials and employees are not prohibited from acting if he or she is:
1. Working for the town on a volunteer basis;
 2. Acting on behalf of another federal, state, or local government;
 3. Giving testimony under oath and is not being compensated for it;
 4. Providing scientific or technological information at the government's request;
 5. Performing only ministerial acts.
- (d) **Waivers.** The Board of Mayor and Alderman may waive the prohibitions of this provision via unanimous vote if it determines that the situation does not create a potential for undue influence, unfair advantage, or a serious appearance of impropriety.

11. Misuse of Town Property and Reimbursements

- (a) An official may not use, or permit others to use, any town funds, property, or personnel for profit or for personal convenience or benefit, except when:
1. available to the public generally, or to a class of residents, on the same terms and conditions;
 2. permitted by policies approved by the local legislative body, or;
 3. in the conduct of official business, used in a minor way for personal convenience.

12. Nepotism

- (a) No official may appoint or hire, or participate in influencing the appointment or hiring of, his or her spouse or domestic partner, child or step-child, sibling or step-sibling, parent, or member of his or her household for any type of employment, including by contract (unless competitively bid), with the town. No official may supervise or be in a direct line of supervision over his or her spouse or domestic partner, child or step-child, sibling or step-sibling, parent, member of his or her household. If an official comes into a direct line of supervision over one of these persons, he or she will have six months to come into compliance or to obtain a waiver.

13. Transactions with Subordinates

- (a) No official may engage in a financial transaction, including the giving or receiving of loans or monetary contributions, including charitable contributions, with a subordinate or person or business over which, in the official's official duties and responsibilities, he or she exercises supervisory responsibility, unless
1. the financial transaction is in the normal course of a regular commercial business or occupation, or
 2. the financial transaction involves a charitable event or fundraising activity which is the subject of general sponsorship by a state or municipal agency through official action by a governing body or the highest official of state or municipal government.

14. Fees and Honorariums

- (a) No official may accept a fee or honorarium for an article, for an appearance or speech, or for participation at an event, in his or her official capacity. However, he or she may receive payment or reimbursement for necessary expenses related to any such activity.

15. Endorsements

- (a) No official in his or her official capacity may publicly endorse products or services. However, this does not prohibit an official from answering inquiries by other governmental officials, consumer organizations, or product information services regarding products or services.

16. Consultants

- (a) A consultant may not represent a person or entity other than the town in any matter, transaction, action, or proceeding in which the consultant participated personally and substantially as a consultant to the town. Nor may a consultant represent a person or entity in any matter, transaction, action, or proceeding against the interest of the town.

17. Complicity with or Knowledge of Others' Violations

- (a) No one may, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this code. If an official suspects that someone has violated this code, he or she is required to report it to the relevant individual, either the employee's supervisor, the board on which the official sits or before which the official is appearing or will soon appear, or the Town Attorney, if the violation is past or if it is not immediately relevant to a decision, to discussion, or to actions or transactions.
- (b) Anyone who reports a violation in good faith will be protected by the provisions of 1-310.

18. Falsely Impugning Reputation

- (a) An official may not falsely impugn the reputation of a town resident. If an official believes his or her accusation to be true, and then learns that it was false, even in part, he or she should apologize in the same forum the accusations were made or if the same forum is not practical, on the record at a public town meeting. A failure to apologize within a reasonable period of time after learning of the falseness of the accusations will create the presumption that the conduct was fully intentional.

19. Meeting Attendance

- (a) All members of boards and commissions are expected to attend their meetings. It is a violation of this code to miss more than a third of a board or commission's meetings, including work and special session meetings, in a twelve-month period.

20. Honesty in Applications for Positions

- (a) No person seeking to become an official, consultant or contractor may make any false statement, submit any false document, or knowingly withhold information about wrongdoing in connection with employment by or service for the town.

1-302. Exclusions from the Code of Ethics and from Transactional Disclosure.

The provisions section 1-301 of this code do not require withdrawal or transactional disclosure as a result of:

- (a) An action specifically authorized by statute, rule, or regulation of the State of Tennessee or of the United States.
- (b) A ministerial act.
- (c) Gifts received by the official:
 - 1. from his or her parent, spouse or domestic partner, child or step-child, or sibling or step-sibling;
 - 2. or his or her spouse or domestic partner, child or step-child, parent, and member of his or her household, from a person or entity (any person who works for or is otherwise related to an entity is considered as having given on behalf of that entity), having an aggregate value of \$50 or less during any twelve-month period;
 - 3. accepted on behalf of the town and transferred to the town pursuant to 100(4)(b).
- (d) Gifts or financial benefits having a value of \$50 or less that are received by a town official for the solemnization of a marriage officiated by that official at a place other than his or her normal public place of business and at a time other than his or her normal work hours.
- (e) Public awards from charitable organizations having a value of \$100 or less.

1-303. Advisory Opinions.

- (a) Upon the written request of any official, including former officials and employees whose position was terminated within three years as well as people who intend to soon become an official, as well as any candidate, consultant, or person or entity doing business with the town, or person or entity doing business with or seeking a special benefit from the town, or intending to soon do so, the Ethics Officer must render, within fifteen days after the date of the request, a written advisory opinion with respect to the interpretation or application of this Code with respect to future actions only. If an earlier response is desired, or if the Ethics Officer determines that the situation does not require a formal advisory opinion, an informal verbal or e-mail opinion will be provided by the Ethics Officer. No one but the Ethics Officer may provide official ethics advice; any other advice is not binding and does not protect the advisee.
- (b) Any person or entity may request informal advice from the Ethics Officer about any situation, including hypothetical situations, but such advice is not binding and there are no time requirements.

1-304. Void Contracts.

- (a) Any contract, permit, or other transaction entered into by or with the town which results in or from a violation of any provision of section 1-301 of this code is void, without further action taken, unless ratified by the town's legislative body in an open session held after applicable public notice. Such ratification does not affect the imposition of any penalties pursuant to this code or any other provision of law.

1-305. Penalties for Violation of This Code.

1. Resignation, Compensatory Action, Apology

Violation of any provision of this code should raise conscientious questions for the official concerned as to whether a sincere apology, compensatory action, or resignation is appropriate to promote the best interests of the town and to prevent the cost - in time, money, and emotion - of an investigation and hearings.

2. Disciplinary Action.

Any person or entity that is found to have engaged in action or inaction that violates any provision of this code may be reprimanded via suspension, removal, or be subject to any other sanction or remedy authorized by law.

3. Civil Fine.

Any person or entity that violates any provision of this code may be subject to a civil fine of up to \$2,000 for each violation, payable to the town. A civil fine may be imposed in addition to any other penalty authorized by this code or by law.

4. Damages.

Any person or entity that violates any provision of this code is liable in damages to the town for any losses or increased costs incurred by the town as a result of the violation. Such damages may be imposed in addition to any other penalty authorized by this code or by law.

1-306. Debarment.

- (a) Any person or entity that intentionally or knowingly violates any provision of this code, in more than a de minimis manner, as well as any entity owned by such person or entity or by an owner of the entity in violation, is prohibited from entering into any contract with the town for a period not to exceed three years.
- (b) Nothing in this section may be construed to prohibit any person or entity from receiving a service or benefit, or from using a facility, which is generally available to the public.
- (c) Under this section, a corporation, partnership, or other entity is not vicariously liable for the actions of an employee. A corporation, partnership, or other entity is not debarred because of the actions of an employee unless the employee acted in the execution of company policy or custom, or with knowledge of one or more company officers. A store, region, division, or other unit of an entity is not debarred because of the actions of an employee of that unit unless the employee acted at the direction, or with the actual knowledge or approval, of the manager of the unit.

1-307. Injunctive Relief.

- (a) Any resident, official, or employee of the town may initiate an action or special proceeding, as appropriate, in a court of appropriate jurisdiction for injunctive relief to enjoin any person or entity from violating this code or to compel any person or entity to comply with the provisions of this code. In lieu of, or in addition to, injunctive relief, the action or special proceeding, as appropriate, may seek a declaratory judgment.
- (b) No action or special proceeding may be prosecuted or maintained pursuant to subsection 1 of this section, unless (a) the plaintiff or petitioner has filed with the Ethics Officer a complaint alleging the violation, (b) it is alleged in the complaint or petition filed with the court that at least six months have elapsed since the filing of the complaint with the Ethics Officer, and that the Ethics Officer has failed to issue a determination in the matter, and (c) the action or special proceeding is filed within ten months after the alleged violation occurred.

1-308. Whistle-Blower Protection.

- (a) Neither the town nor any person, including officials and employees, may take or threaten to take, directly or indirectly, official or personal action, including but not limited to discharge, discipline, personal attack, harassment, intimidation, or change in job, salary, or responsibilities, against any official, employee, or other person (or against any member of their family) because

that person, or a person acting on his or her behalf, (a) reports, verbally or in writing, or files a complaint with the Ethics Officer regarding an alleged violation of this code, or (b) is requested by the Ethics Officer to participate in an investigation, hearing, or inquiry, or is involved in a court action relating either to the alleged violation or to evidence presented or given as part of an Ethics Officer investigation. The provisions of this section are not applicable when the complainant, witness, or reporter of a violation made accusations or other statements that were malicious and false. A violation of this section is a violation of this code.

- (b) Anyone who alleges a violation of subsection 1 may bring a civil action for appropriate injunctive relief, or actual damages, or both within ninety days after the occurrence of the alleged violation. A court may order reinstatement of the plaintiff to such a suit, or the payment of back wages, full reinstatement of fringe benefits and seniority rights, actual damages, or any combination of these remedies. A court may also award the plaintiff all or a portion of the costs of litigation, including reasonable attorney fees and witness fees. The initiation of such litigation is not a violation of the confidentiality provisions.

1-309. Advisory Opinions.

- (a) Upon the written request the Ethics Officer must render within 15 days a written advisory opinion with respect to the interpretation or application of this Code with respect to future actions only. If an earlier response is desired, or if the Ethics Officer determines that the situation does not require a formal advisory opinion, a mailed, or e-mailed opinion will be provided by the Ethics Officer. No one but the Ethics Officer or Officer may provide ethics advice; any other advice is not binding on the Ethics Officer and does not protect the advisee.
- (b) Any person or entity may request informal, verbal advice from the Ethics Officer about any situation, including hypothetical situations, but such advice is not binding and there are no time requirements.
- (c) Unless otherwise appointed by the BOMA, the Town Attorney will serve as the Ethics Officer. The Ethics Officer's phone number and e-mail address will be made available on the Town's website. The Ethics Officer's informal opinions may be relied upon, in good faith, but will not be binding upon the Town or upon the person making the request.
- (d) The Town Attorney can request that a different Ethics Officer be appointed to fulfill duties on any particular issue.
- (e) An advisory opinion rendered by the Ethics Officer, until and unless amended or revoked, is binding upon the Ethics Officer in any subsequent proceeding concerning the person or entity that requested the opinion, or to which the advisory opinion referred, and acted in good faith, unless the requester omitted or misstated a material fact in requesting the advisory opinion. The advisory opinion may also be used as a defense in any civil action brought by the town.
- (f) A written advisory opinion is also binding on an official, employee, candidate, contractor or other person under the Ethics Officer's jurisdiction to whom it directly applies. If the Ethics Officer has reason to believe that a written advisory opinion has not been complied with, it will take appropriate action to ensure compliance, including but not limited to the filing of a complaint.
- (g) Advisory opinions (with unnecessary financial and personal details redacted) will be indexed and maintained on file by the Town Clerk and will also be available on the town website. Officials, employees, and businesses should be notified about advisory opinions that directly affect their conduct.
- (h) A requester of ethics advice may seek reconsideration of a written advisory opinion by the Ethics Officer. A request for reconsideration must allege that (1) a material error of law has been made; (2) a material error of fact has been made; or (3) a change in materially relevant

facts or law has occurred since the request for ethics advice was made. The Ethics Officer may reconsider advice on their own initiative, providing notice to whoever originally requested the advice and to any official, employee, or other person under the Ethics Officer's jurisdiction that will be directly impacted by the advice. Advice stands until it has been amended; it is not suspended pending reconsideration or appeal.

1-310 Filing a Complaint; Investigations.

- (a) Upon receipt of a complaint the Ethics Officer will first determine if it, in fact, alleges an action or inaction that, if the allegations are true, might constitute a violation of this code, and that at least one person or entity accused of a violation is covered by this code. If the Ethics Officer determines that no such action or inaction has been alleged or that no one accused is covered by this code, they will dismiss the complaint with notice to the complainant. Similarly, if the Ethics Officer determines that an alleged violation is so minor that it is not worthy of investigation, then they will dismiss the complaint with notice to the complainant. The Ethics Officer must make this determination within thirty days of receipt of a complaint.
- (b) A complaint must be filed within one year after the complainant discovered the alleged violation. Complaints may be filed against officials and employees who no longer hold office or are no longer employed.
- (c) The Ethics Officer may, on their own initiative, determine through an inquiry into informal allegations or information provided directly to them that a violation of this code may exist, and prepare a complaint of their own. The Ethics Officer may also amend a complaint that has been filed with it by adding further allegations, by adding respondents involved in the same conduct, directly or indirectly, by action or inaction, or by deleting allegations that would not constitute a violation of this code, have been made against persons or entities not covered by this code, or do not appear to be supported by the facts. The Ethics Officer may also consolidate complaints where the allegations are materially related.
- (d) The Ethics Officer will send notification of the accepted or self-initiated complaint, as amended, as well as any further amendment, to the respondent against whom the complaint was filed, not later than seven days after the preparation of a complaint or amendment. A copy of the complaint, and of any amendments, must accompany such notice. The Ethics Officer will also send notification to the complainant in writing of its receipt and acceptance of the complaint, and of any amendments. Here and elsewhere, "complainant" and "respondent" might consist of more than one person or entity.

1-311 Judicial Review.

Any person or entity aggrieved by a decision of the Ethics Officer, but not a complainant, may seek judicial review and relief from a court pursuant to TN law. The party appealing must immediately serve notice of the appeal on the Ethics Officer.

1-312 Miscellaneous Provisions.

- (a) No existing right or remedy may be lost, impaired, or affected by reason of this code.
- (b) Nothing in this code may be deemed to bar or prevent a present or former town official from timely filing any claim, account, demand, or suit against the town on behalf of himself or herself or any member of his or her family arising out of personal injury or property damage or any lawful benefit authorized or permitted by law.

- (c) Any law of any sort - local, state, or federal - that requires a higher, greater, more exacting, or more restrictive standard of conduct than is provided in this code prevails over the provisions of this code and continues in full force and effect with respect to those covered by this code.

1-313 Liberal Construction of Code.

The provisions of this Code are to be construed liberally, to the end that the public interest be fully protected, and they are to be construed in a manner consistent with all applicable federal and state laws and applicable provisions of the Town Charter.

1-314 Severability.

If any provision of this Code is held by any court, or by any federal or state agency of competent jurisdiction, to be invalid as conflicting with any federal, state, or Town Charter provision, or is held by such court or agency to be modified in order to conform to the requirements of such provision, the conflicting provision of this Code is to be considered a separate, independent part of this Code, and such holding shall not affect the validity or enforceability of this Code as a whole or any part other than the part declared to be invalid.

1-315 Effective Date.

This law will take effect immediately upon filing in the office of the Secretary of State and in compliance with all applicable provisions of law.



DATE: September 6, 2018
TO: Board of Mayor and Aldermen (BOMA)
FROM: Wendy Deats, Town Planner
SUBJECT: HB&TS Easement through Preservation Park

Request

HB&TS has purchased property from Mr. Howard Hay who owns property adjacent to Preservation Park and intends to install a water tank on the property. Therefore, HB&TS is requesting approval of an access road and easement through Preservation Park.

The Parks Board reviewed the request on September 4, 2018 and had some concerns related to tree removals or damage to trees, impacts to the railroad trail, disturbance to the antebellum wall on the park site, and obtaining Land Trust approval amending the conservation easement. The Parks Board also requested that HB&TS provide a tap for the bathroom facility. HB&TS stated that they could provide a tap to the Town and will install fire hydrants too. If approved by the Board of Mayor and Aldermen, an amendment to the conservation easement with the Land Trust will also be required.

Recommendation

The Parks Board recommends approval of the attached easement with the following contingencies:

1. The Land Trust of Tennessee approving all easements.
2. Payment by HB&TS to the Town of the appraised value of easements. HB&TS and the Town shall agree on a MAI certified appraiser to prepare the appraisal.
3. HB&TS shall agree to pay the Town all costs related to re-routing pedestrian traffic and trails affected by the construction of the Water Tank Project and repair and/or rebuild all access roads, including the Railroad Trail, after construction is complete.
4. HB&TS shall meet with Town officials prior to construction to confirm that the Water Tank Project will not damage or negatively affect any historic stone walls or other historically significant features of the park.
5. HB&TS will agree to provide the Town a water tap and fire hydrants on site at no cost to the Town.
6. HB&TS will agree to replace any trees that are damaged or removed because of construction of the Water Tank Project. HB&TS shall not touch or harm any Legacy Trees.
7. HB&TS shall agree that its permanent access road to the water tank shall be constructed as an "improved trail" according to NPS standards, being a gravel base with grass planted in it.
8. HB&TS shall agree to hire a professional trail building company to redesign and rebuild any portion of the Railroad Trail affected by the permanent access road.
9. Upon verification that the above conditions have been met, the Town Attorney shall be directed to prepare the easement documents and the Mayor shall be authorized to sign the easement on behalf of the Town.

RESOLUTION NO. 2018-021

A RESOLUTION OF BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A WATER LINE EASEMENT FOR H.B. & T.S. UTILITY DISTRICT

WHEREAS, H.B. & T.S. Utility District ("HB&TS") wants to extend a water service line across a portion of Preservation Park to a new water tank ("Water Line Project") and has requested to access its new water tank across and through the park; and

WHEREAS, the park property is subject to a conservation easement with the Land Trust of Tennessee which requires its approval before the property may be disturbed or any improvements constructed; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve the execution of a water line easement subject to the approval of the Land Trust of Tennessee and to authorize the Town Administrator and Mayor to negotiate an agreement for HB&TS to access the water tank subject to certain terms and conditions and subject to the approval of the Land Trust of Tennessee.

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

1. That HB&TS shall be granted a 20' water line easement across property owned by the Town and identified as Tax Map 146, Parcel 20.00, such water line to run from the eastern boundary of the property from the CSX ROW approximately 2000' in a westerly direction along the northern boundary of the property to the proposed water tank to be located on the Howard Hay property, Tax Map 146, Parcel 13.03. This easement shall be conditioned upon the approval of the Land Trust of Tennessee and subject to such conditions as the Town and Land Trust may impose. This easement shall not prohibit the Town from constructing the proposed trail or other park improvements across said easement. The Town Attorney shall be directed to prepare the easement and the Mayor shall be authorized to sign the easement on behalf of the Town; and
2. That the Town Administrator and Mayor are authorized to negotiate and enter into an agreement with HB&TS to allow HB&TS to access its proposed water tank across the park property both for construction of the tank and for future maintenance. This agreement shall be subject to the approval of the Land Trust of Tennessee and is intended to minimize both the temporary and long-term impact on the park. The Town Attorney shall be directed to prepare the agreement and the Mayor shall be authorized to sign the agreement on behalf of the Town.

RESOLVED AND ADOPTED this _____ day of _____ 2018.

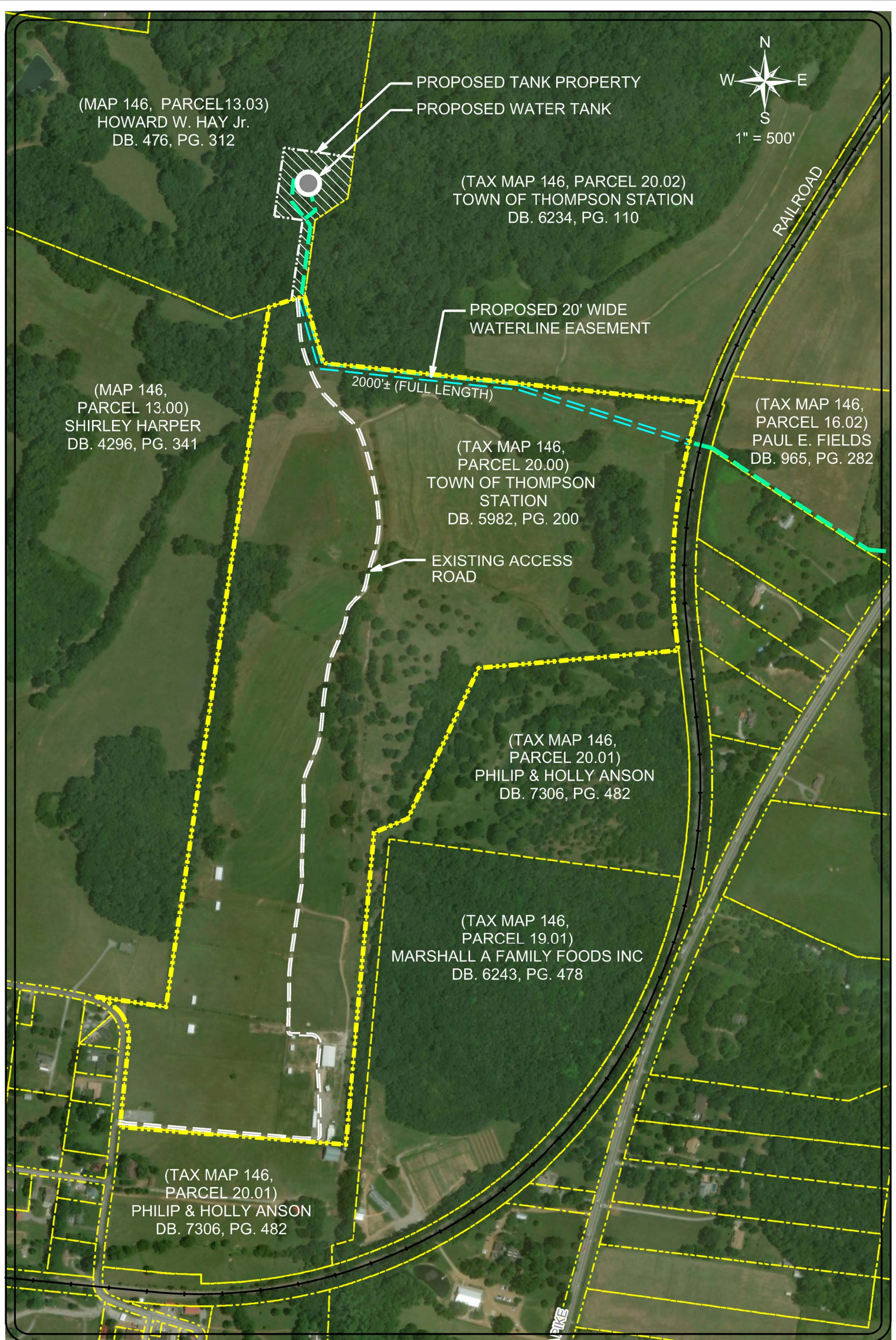
Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

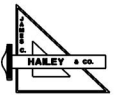
APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney



HB & TS UTILITY DISTRICT
 Williamson County, Tennessee

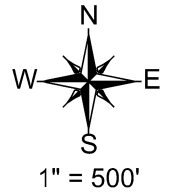
EASEMENT EXHIBIT
TOWN OF THOMPSON'S STATION
 TAX MAP 146, PARCEL 20.00
 W.C.R.D. BOOK NO.: 5982, PAGE No.: 200


 JAMES C. HAILEY & COMPANY
 Consulting Engineers
 7518 HIGHWAY 70 S, SUITE 100
 NASHVILLE, TENNESSEE 37221

DESIGN	DRAWN	CHECKED	DATE	SCALE	PROJECT NO.
JCH	JAS	JCH	JULY 2018	1" = 500'	16121

(MAP 146, PARCEL 13.03)
 HOWARD W. HAY Jr.
 DB. 476, PG. 312

PROPOSED TANK PROPERTY
 PROPOSED WATER TANK



(TAX MAP 146, PARCEL 20.02)
 TOWN OF THOMPSON STATION
 DB. 6234, PG. 110

RAILROAD

PROPOSED 20' WIDE
 WATERLINE EASEMENT

(MAP 146,
 PARCEL 13.00)
 SHIRLEY HARPER
 DB. 4296, PG. 341

2000'± (FULL LENGTH)

(TAX MAP 146,
 PARCEL 16.02)
 PAUL E. FIELDS
 DB. 965, PG. 282

(TAX MAP 146,
 PARCEL 20.00)
 TOWN OF THOMPSON
 STATION
 DB. 5982, PG. 200

EXISTING ACCESS
 ROAD

(TAX MAP 146,
 PARCEL 20.01)
 PHILIP & HOLLY ANSON
 DB. 7306, PG. 482

(TAX MAP 146,
 PARCEL 19.01)
 MARSHALL A FAMILY FOODS INC
 DB. 6243, PG. 478

(TAX MAP 146,
 PARCEL 20.01)
 PHILIP & HOLLY ANSON
 DB. 7306, PG. 482

HB & TS UTILITY DISTRICT
 Williamson County, Tennessee

EASEMENT EXHIBIT
TOWN OF THOMPSON'S STATION

TAX MAP 146, PARCEL 20.00
 W.C.R.D. BOOK NO.: 5982, PAGE No.: 200



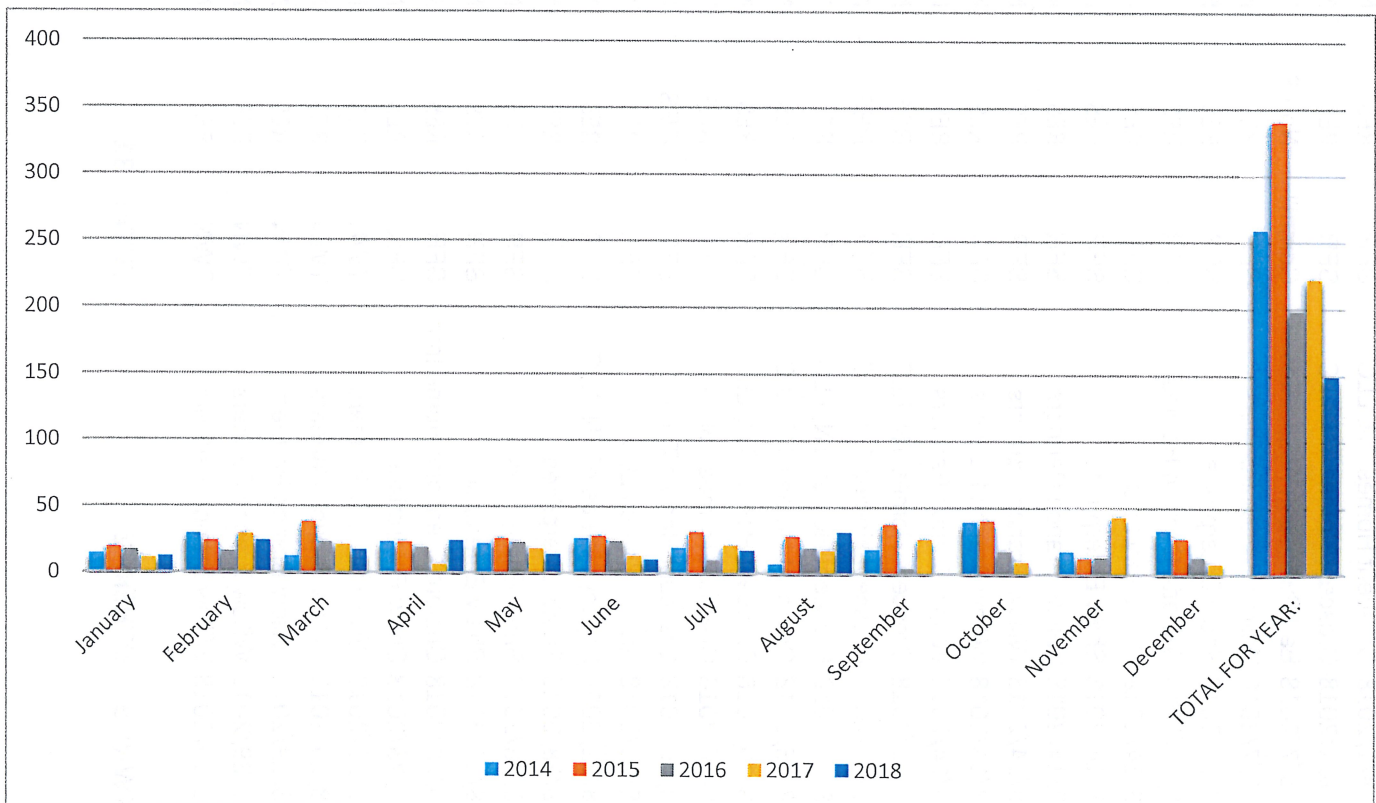
JAMES C. HAILEY & COMPANY
 Consulting Engineers
 7518 HIGHWAY 70 S, SUITE 100
 NASHVILLE, TENNESSEE 37221

DESIGN	DRAWN	CHECKED	DATE	SCALE	PROJECT NO.
JCH	JAS	JCH	JULY 2018	1" = 500'	16121

New Residential Permits Issued 2014 -2018

Monthly Comparison

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
January	14	19	17	11	12
February	29	24	16	29	24
March	12	38	23	21	17
April	23	23	19	6	24
May	22	26	23	18	14
June	26	28	24	13	10
July	19	31	10	21	17
August	7	28	19	17	31
September	18	37	4	26	
October	39	40	17	9	
November	17	12	13	43	
December	33	27	13	8	
TOTAL FOR YEAR:	<u>259</u>	<u>340</u>	<u>198</u>	<u>222</u>	<u>149</u>
SFR:	<u>191</u>	<u>284</u>	<u>153</u>	<u>181</u>	<u>131</u>
TWN:	<u>63</u>	<u>49</u>	<u>39</u>	<u>33</u>	<u>12</u>
OTHER:	<u>5</u>	<u>7</u>	<u>6</u>	<u>8</u>	<u>6</u>



Permit #	Issue Date	Issued To	Type	Res./	New/Acc.	Sq Ft	Lot #	Subdivision	Address
1885	8/1/2018	Crescent Homes TN, LLC	SFR	RES	NEW	3,854	LOT 1501	Tollgate	3201 Vinemont Dr.
1886	8/1/2018	Crescent Homes TN, LLC	SFR	RES	NEW	3,246	LOT 1514	Tollgate	3255 Vinemont Dr..
1887	8/7/2018	Earl Swenson Associates	Comm'l	Non-R	NEW	4,835	LOT 20	Tollgate	1106 Elliston Way - Ste 300
1888	8/7/2018	Willow Branch Partners	SFR	RES	NEW	3,469	LOT 1162	Canterbury	2732 Cloister Ln
1889	8/14/2018	Shaw Enterprises	SFR	RES	NEW	4,628	LOT 5024	Bridgemore	3704 Ronstadt Rd.
1890	8/14/2018	DeFatta Custom Homes	SFR	RES	NEW	4,693	LOT 6007	Bridgemore	3525 Creamery Bridge Rd.
1891	8/14/2018	GP Luxury LLC	SFR	RES	NEW	6,527	LOT 6044	Bridgemore	3656 Ronstadt Rd.
1892	8/14/2018	Shaw Enterprises	SFR	RES	NEW	4,447	LOT 7005	Bridgemore	3216 Pleasantville Bridge Rd.
1893	8/14/2018	Willow Branch Partners	SFR	RES	NEW	4,146	LOT 856	Canterbury	2312 Coppergate Way
1894	8/14/2018	Willow Branch Partners	SFR	RES	NEW	3,179	LOT 1158	Canterbury	2756 Cloister Ln
1895	8/14/2018	Willow Branch Partners	SFR	RES	NEW	3,411	LOT 1159	Canterbury	2752 Cloister Ln
1896	8/14/2018	Willow Branch Partners	SFR	RES	NEW	3,005	LOT 1164	Canterbury	2720 Cloister Ln
1897	8/15/2018	Crescent Homes TN, LLC	SFR	RES	NEW	2,857	LOT 1502	Tollgate	3205 Vinemont Dr.
1898	8/15/2018	Crescent Homes TN, LLC	SFR	RES	NEW	3,215	LOT 1511	Tollgate	3243 Vinemont Dr.
1899	8/15/2018	Crescent Homes TN, LLC	SFR	RES	NEW	3,102	LOT 1518	Tollgate	3271 Vinemont Dr.
1900	8/16/2018	Crescent Homes TN, LLC	SFR	RES	NEW	4,258	LOT 8017	Bridgemore	3663 Martins Mill Rd.
1901	8/16/2018	Crescent Homes TN, LLC	SFR	RES	NEW	3,874	LOT 8020	Bridgemore	3651 Martins Mill Rd.
1902	8/16/2018	Crescent Homes TN, LLC	SFR	RES	NEW	5,246	LOT 8026	Bridgemore	3670 Martins Mill Rd.
1903	8/16/2018	Crescent Homes TN, LLC	SFR	RES	NEW	4,224	LOT 8027	Bridgemore	3674 Martins Mill Rd.
1904	8/22/2018	Arnold Homes LLC	SFR	RES	NEW	5,186	LOT 6032	Bridgemore	3608 Ronstadt Rd.
1905	8/22/2018	Legacy Homes of TN, LLC	SFR	RES	NEW	6,008	LOT 6041	Bridgemore	3644 Ronstadt Rd.
1906	8/28/2018	Shaw Enterprises	SFR	RES	NEW	4,343	LOT 5023	Bridgemore	3708 Ronstadt Rd.
1907	8/28/2018	Shaw Enterprises	SFR	RES	NEW	4,865	LOT 5027	Bridgemore	3692 Ronstadt Rd.
1908	8/28/2018	Shaw Enterprises	SFR	RES	NEW	4,601	LOT 5031	Bridgemore	3676 Ronstadt Rd.
1909	8/28/2018	Custom Creations Home Imp	SFR	RES	ADDITION	620	NA	Tollgate	3100 Natoma Cir.
1910	8/28/2018	Shaw Enterprises	SFR	RES	NEW	4,405	LOT 5037	Bridgemore	3687 Ronstadt Rd.
1911	8/29/2018	Willow Branch Partners	TWN	RES	NEW	2,248	LOT 1256	Canterbury	3041 Sassafras Ln
1912	8/29/2018	Willow Branch Partners	TWN	RES	NEW	2,142	LOT 1257	Canterbury	3037 Sassafras Ln
1913	8/29/2018	Willow Branch Partners	TWN	RES	NEW	2,115	LOT 1258	Canterbury	3033 Sassafras Ln
1914	8/29/2018	Willow Branch Partners	TWN	RES	NEW	2,120	LOT 1259	Canterbury	3029 Sassafras Ln
1915	8/29/2018	Willow Branch Partners	TWN	RES	NEW	2,248	LOT 1260	Canterbury	3025 Sassafras Ln

TOTAL: 31

SFR: 24 TWN: 5 OTHER: 2



Town of Thompson's Station
Cash Balance Report
As of August 31, 2018

	July 2018	August 2018
General Fund:		
Checking Account	95,106	136,949
Money Market Investment Accounts	5,301,426	5,102,813
Total General Fund Cash	5,396,533	5,239,762
Less: Developer Cash Bonds Held	(169,300)	(169,300)
Less: County Mixed Drink Tax Payable	(1,637)	-
Less: Debt Principal and Interest Payments Due within 12 Months	(311,944)	(311,944)
Less: Hall Tax Refund Owed to State	(236,653)	(236,653)
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(315,179)	(321,161)
Less: Capital Projects (Project Budget)		
New Town Hall Construction Docs (75,600)	(29,620)	(18,980)
New Town Hall Construction		
Critz Lane Improvements	(2,850,000)	(2,849,600)
Critz Lane Redesign (596,000)	(60,660)	(24,820)
Grant Projects (Net after grant of \$1.6m received)	-	
Parks (265,000)	(98,509)	(94,102)
Cash Available - General Fund	1,323,030	1,213,202
Wastewater Fund:		
Checking Account	87,922	138,611
Money Market Investment Accounts	3,802,314	3,803,602
Total Wastewater Fund Cash	3,890,236	3,942,213
Less: Lagoon Clean Out (Professional Fees) (419,580+236,700)	(189,360)	(189,360)
Less: Debt Principal and Interest Payments Due within 12 Months	(123,283)	(123,283)
Less: Hood Development Prepaid System Dev. And Access Fees	(1,116,000)	(1,116,000)
Cash Available - Wastewater Fund	2,461,593	2,513,570
Total Cash Available	3,784,623	3,726,772



**Town of Thompson's Station
General Fund Revenue Analysis
As of August 31, 2018**

**Year to Date
Budget versus Actual**

	August 2018	Budget	% of Budget	Comment
General Government Revenues:				
31111 Real Property Tax Revenue	569	270,000	0%	
31310 Interest & Penalty Revenue	18	-		
31610 Local Sales Tax - Trustee	147,214	900,000	16%	
31710 Wholesale Beer Tax	12,039	95,000	13%	
31720 Wholesale Liquor Tax	2,184	15,000	15%	
31810 Adequate School Facilities Tax	9,853	70,000	14%	
31900 CATV Franchise Fee Income	7,355	25,000	29%	
32000 Beer Permits	7,125	600	1,187%	
32200 Building Permits	116,128	300,000	39%	
32230 Submittal & Review Fees	1,175	20,000	6%	
32245 Miscellaneous Fees	51,750	2,000	2,588%	
32260 Business Tax Revenue	433	75,000	1%	
33320 TVA Payments in Lieu of Taxes	-	50,000	0%	
33510 Local Sales Tax - State	35,149	350,000	10%	
33520 State Income Tax	59,137			
33530 State Beer Tax	-	2,000	0%	
33535 Mixed Drink Tax	1,637	12,000	14%	
33552 State Streets & Trans. Revenue	793	8,000	10%	
33553 SSA - Motor Fuel Tax	8,157	80,000	10%	
33554 SSA - 1989 Gas Tax	1,294	12,000	11%	
33555 SSA - 3 Cent Gas Tax	2,397	20,000	12%	
33556 SSA - 2017 Gas Tax	2,438	20,000	12%	
36120 Interest Earned - Invest. Accts	3,905	20,000	20%	
37746 Parks Revenue	8,625	20,000	43%	
37747 Parks Deposit Return	(2,350)	(5,000)	47%	
37990 Other Revenue	1,850	10,000	19%	
Total general government revenue	<u>478,875</u>	<u>2,371,600</u>		
Non-Operating Income:				
32300 Impact Fees	139,055	550,000	25%	
38000 Transfer from Reserves	-	5,812,000		
Total non-operating revenue	<u>139,055</u>	<u>6,362,000</u>		
Total revenue	<u>617,930</u>	<u>8,733,600</u>		



Town of Thompson's Station
General Fund Revenue Analysis
As of August 31, 2018

Month to Month
Trend Analysis

	July 2018	August 2018	Current Change	Comment
General Government Revenues:				
31111 Real Property Tax Revenue	301	268	(32)	
31310 Interest & Penalty Revenue	18	-	(18)	
31610 Local Sales Tax - Trustee	76,956	70,259	(6,697)	
31710 Wholesale Beer Tax	9,323	2,716	(6,606)	
31720 Wholesale Liquor Tax	1,089	1,095	7	
31810 Adequate School Facilities Tax	3,871	5,981	2,110	
31900 CATV Franchise Fee Income	-	7,355	7,355	
32000 Beer Permits	-	7,125	7,125	
32200 Building Permits	55,230	60,899	5,669	
32230 Submittal & Review Fees	425	750	325	
32242 Miscellaneous Fees	828	50,922	50,094	
32260 Business Tax Revenue	383	50	(333)	
33320 TVA Payments in Lieu of Taxes	-	-	-	
33510 Local Sales Tax - State	35,149	-	(35,149)	
33520 State Income Tax	59,137	-	(59,137)	
33530 State Beer Tax	-	-	-	
33535 Mixed Drink Tax	1,637	-	(1,637)	
33552 State Streets & Trans. Revenue	793	-	(793)	
33553 SSA - Motor Fuel Tax	8,157	-	(8,157)	
33554 SSA - 1989 Gas Tax	1,294	-	(1,294)	
33555 SSA - 3 Cent Gas Tax	2,397	-	(2,397)	
33556 SSA - 2017 Gas Tax	2,438	-	(2,438)	
36120 Interest Earned - Invest. Accts	2,518	1,387	(1,132)	
37746 Parks Revenue	2,683	5,942	3,259	
37747 Parks Deposit Return	(1,100)	(1,250)	(150)	
37990 Other Revenue	800	1,050	250	
Total general government revenue	<u>264,326</u>	<u>214,549</u>	<u>(49,778)</u>	
Non-Operating Income:				
32300 Impact Fees	53,020	86,035	33,015	
38000 Transfer from Reserves	-	-	-	
39995 Capital Outlay Note Proceeds	-	-	-	
Total non-operating revenue	<u>53,020</u>	<u>86,035</u>	<u>33,015</u>	
Total revenue	<u>317,346</u>	<u>300,584</u>	<u>(16,763)</u>	



**Town of Thompson's Station
General Fund Expenditure Analysis
As of August 31, 2018**

**Year to Date
Actual versus Budget**

	August 2018	Budget	% of Budget	Comment
General Government Expenditures:				
41110 Salaries	90,112	600,000	15%	
41141 FICA	5,641	37,200	15%	
41142 Medicare	1,319	8,700	15%	
41147 SUTA	208	2,400	9%	
41161 General Expenses	190	1,000	19%	
41211 Postage	546	1,000	55%	
41221 Printing, Forms & Photocopy	-	7,500	0%	
41231 Legal Notices	60	3,000	2%	
41235 Memberships & Subscriptions	1,448	4,000	36%	
41241 Utilities - Electricity	2,166	12,000	18%	
41242 Utilities - Water	371	2,500	15%	
41244 Utilities - Gas	84	2,000	4%	
41245 Telecommunications Expense	880	5,000	18%	
41252 Prof. Fees - Legal Fees	32,360	100,000	32%	
41253 Prof. Fees - Auditor	8,000	16,000	50%	
41254 Prof. Fees - Consulting Engineers	18,572	50,000	37%	
41259 Prof. Fees - Other	14,535	40,000	36%	
41264 Repairs & Maintenance - Vehicles	2,621	5,000	52%	
41265 Parks & Recreation Expense	5,872	40,000	15%	
41266 Repairs & Maintenance - Buildings	1,492	20,000	7%	
41268 Repairs & Maintenance - Roads	18,935	819,300	2%	
41269 SSA - Street Repair Expense	6,015	140,000	4%	
41270 Vehicle Fuel & Oil	4,037	15,000	27%	
41280 Travel	-	2,500	0%	
41285 Continuing Education	85	5,000	2%	
41289 Retirement	4,504	30,000	15%	
41291 Animal Control Services	7,355	7,500	98%	
41300 Economic Development	5,000	7,500	67%	
41311 Office Expense	2,340	100,000	2%	
41511 Insurance - Property	22,693	3,600	630%	Ins to be allocated to WW
41512 Insurance - Workers Comp.	9,776	13,000	75%	Insurance paid through Jun19
41513 Insurance - Liability	5,723	5,300	108%	Insurance paid through Jun19
41514 Insurance - Medical	12,536	90,000	14%	
41515 Insurance - Auto	2,880	2,100	137%	Insurance paid through Jun19
41516 Insurance - E & O	10,032	11,000	91%	Insurance paid through Jun19
41551 Trustee Commission	6	5,500	0%	
41691 Bank Charges	531	2,000	27%	
41800 Emergency Services	100,000	145,000	69%	
41899 Other Expenses	-	10,000	0%	
Total general government expenditures	<u>398,925</u>	<u>2,371,600</u>		
General government change in net position	<u>79,950</u>	<u>-</u>		
Non-Operating Expenditures:				
41940 Capital Projects	304,432	6,050,000	5%	
41943 Acquisition of Public Use Prop.	-	-		
41944 Capital Projects - Parks	3,350	-	0%	
48000 Transfer to Reserves	(88,777)	-	0%	
49030 Capital Outlay Note Payment	-	312,000	0%	
Total non-operating expenditures	<u>219,005</u>	<u>6,362,000</u>		
Non-operating change in net position	<u>(79,950)</u>	<u>-</u>		
Total expenditures	<u>617,930</u>	<u>8,733,600</u>		
Change in Net Position	<u>(0)</u>	<u>-</u>		



Town of Thompson's Station
General Fund Expenditure Analysis
As of August 31, 2018

Month to Month
Trend Analysis

	July 2018	August 2018	Current Change	Comment
General Government Expenditures:				
41110 Salaries	40,289	49,823	9,534	3 pay periods in Aug
41141 FICA	2,487	3,154	666	
41142 Medicare	582	738	156	
41147 SUTA	152	56	(96)	
41161 General Expenses	-	190	190	
41211 Postage	-	-	-	
41221 Printing, Forms & Photocopy	273	273	-	
41231 Legal Notices	-	60	60	
41235 Memberships & Subscriptions	29	1,419	1,390	
41241 Utilities - Electricity	1,075	2,166	1,091	
41242 Utilities - Water	280	175	(105)	
41244 Utilities - Gas	-	84	84	
41245 Telecommunications Expense	445	435	(10)	
41252 Prof. Fees - Legal Fees	12,940	21,520	8,580	
41253 Prof. Fees - Auditor	8,000	-	(8,000)	
41254 Prof. Fees - Consulting Engineers	2,895	15,677	12,782	
41259 Prof. Fees - Other	8,030	6,505	(1,525)	
41264 Repairs & Maintenance - Vehicles	-	2,621	2,621	
41265 Parks & Recreation Expense	500	5,372	4,872	
41266 Repairs & Maintenance - Buildings	324	1,168	845	
41268 Repairs & Maintenance - Roads	1,841	17,094	15,253	72" Lawn Mower \$10k, Chute \$2k
41269 SSA - Street Repair Expense	-	6,015	6,015	
41270 Vehicle Fuel & Oil	-	4,037	4,037	
41280 Travel	-	-	-	
41285 Continuing Education	-	85	85	
41289 Retirement	2,046	2,458	412	
41291 Animal Control Services	7,355	-	(7,355)	
41300 Economic Development	-	5,000	5,000	
41311 Office Expense	807	1,533	726	
41511 Insurance - Property	-	22,693	22,693	Ins paid thru Jun 19 - allocate some to WW
41512 Insurance - Workers Comp.	-	9,776	9,776	Ins paid thru Jun 19
41513 Insurance - Liability	-	5,723	5,723	Ins paid thru Jun 19
41514 Insurance - Medical	8,197	4,338	(3,859)	
41515 Insurance - Auto	-	2,880	2,880	
41516 Insurance - E & O	-	10,032	10,032	Ins paid thru Jun 19
41551 Trustee Commission	6	-	(6)	
41691 Bank Charges	10	521	511	
41720 Donations	-	-	-	
41800 Emergency Services	100,000	-	(100,000)	
41899 Other Expenses	-	-	-	
Total general government expenditures	198,564	203,621	5,057	
Non-Operating Expenditures:				
41940 Capital Projects	-	-	-	
41943 Acquisition of Public Use Prop.	-	-	-	
41944 Capital Projects - Parks	-	-	-	
48000 Transfer to Reserves	-	-	-	
49030 Capital Outlay Note Payment	-	-	-	
Total non-operating expenditures	-	-	-	
Total expenditures	198,564	203,621	5,057	



Town of Thompson's Station
General Fund Capital Expenditures Report
Fiscal Year to Date as of August 31, 2018

Capital Projects - General Fund	YTD 2019	Current Budget
a New Town Hall Design		
a New Town Hall Construction Documents	10,640	29,620
a New Town Hall Construction		1,200,000
a Critz Lane Realignment Construction		
a Critz Lane Redesign	35,840	60,660
a Clayton Arnold / TS Road E. Intersection	256,495	
a Critz Lane Improvements	400	2,850,000
b Grant Projects		1,811,211
b Land Purchase		
d Parks	4,407	98,509
Total Capital Improvements	307,782	6,050,000

Capital Projects - General Fund	July 2018	August 2018	September 2018	October 2018	November 2018	December 2018	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	YTD Total
a New Town Hall Design													-
a New Town Hall Construction Documents		10,640											10,640
a New Town Hall Construction													-
a Critz Lane Realignment Construction													-
a Critz Lane Redesign		35,840											35,840
a Clayton Arnold / TS Road E. Intersection		256,495											256,495
a Critz Lane Improvements		400											400
b Grant Projects													-
c Land Purchase - Encompass													-
d Parks		4,407											4,407
Total Capital Improvements	-	307,782	-	-	-	-	-	-	-	-	-	-	307,782

Note: Capital Projects are accounted for in the following General Ledger accounts.

- a 41940 Capital Projects
- b 41942 Capital Projects - Grants
- c 41943 Acquisition of Public Use Prop.
- d 41944 Capital Projects - Parks



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of August 31, 2018

Year to Date
Actual versus Budget

	August 2018	Budget	% of Budget	Comment
Revenues:				
3100 Wastewater Treatment Fees	171,873	925,000	19%	
3101 Septage Disposal Fees	1,050	10,000	11%	
3105 Late Payment Penalty	5,768	-		
3109 Uncollectible Accounts	-	(5,000)		
3500 Other Income	-	-		
4009 Returned Check Charges	-	-		
Total revenues	178,690	930,000		
Operating Expenses:				
Supply and Operations:				
4010 Payroll Expense	22,789	170,000	13%	
4210 Permits & Fees Expense	758	7,500	10%	
4220 Laboratory Water Testing	676	5,000	14%	
4230 Supplies Expense	61	5,000	1%	
4240 Repairs & Maint. Expense	4,719	65,000	7%	
4250 Postage, Freight & Express Chgs	1,669	8,000	21%	
4280 Billing Charges	946	12,000	8%	
4310 Utilities - Electric	8,273	90,000	9%	
4320 Utilities - Water	457	5,000	9%	
4350 Telecommunications	246	2,500	10%	
4390 Insurance Expense	-	21,000	0%	
4395 Insurance - Employee Medical	417	20,000	2%	
4400 Prof. Fees-Consulting Engineers	32,725	68,000	48%	
4420 Prof. Fees - Auditor	-	2,000	0%	
4490 Prof. Fees - Other	-	64,200	0%	
4710 Payroll Taxes - FICA	1,323	10,000	13%	
4720 Payroll Taxes - Medicare	309	2,200	14%	
4730 Payroll Taxes - SUTA	9	3,600	0%	
4789 Employee Retirement Expense	991	7,500	13%	
4800 Bank Charges	-	500	0%	
4900 Other Expense	-	1,000	0%	
Total supply and operations	76,368	570,000	13%	
Depreciation				
4990 Depreciation Expense	60,000	360,000	17%	
Total operating expenses	136,368	930,000	15%	
Operating result	42,322	-		
Non-Operating Income (Expense):				
3300 Tap Fees	115,126	550,000	21%	
3902 Interest Income - Invest Accts	2,574	5,000	51%	
4100 Capital Expenditures	-	(300,000)	0%	
4994 Interest Expense	(2,247)	(13,000)	17%	
Total non-operating income	115,453	242,000	48%	
Change in Net Position	157,775	242,000		



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of August 31, 2018

Month to Month
Trend Analysis

	July 2018	August 2018	Current Change	Comment
Revenues:				
3100 Wastewater Treatment Fees	94,962	76,910	(18,052)	July = 35 day cycle; Aug = 28 day cycle
3101 Septage Disposal Fees	850	200	(650)	
3105 Late Payment Penalty	1,527	4,240	2,713	
3109 Uncollectible Accounts	-	-	-	
3500 Other Income	-	-	-	
4009 Returned Check Charges	-	-	-	
Total revenues	97,340	81,350	(15,989)	
Operating Expenses:				
Supply and Operations:				
4010 Payroll Expense	8,825	13,964	5,139	Aug had 3 pay periods
4210 Permits & Fees Expense	758	-	(758)	
4220 Laboratory Water Testing	163	513	351	
4230 Supplies Expense	-	61	61	
4240 Repairs & Maint. Expense	724	3,995	3,271	Hydroflo Pump repair
4250 Postage, Freight & Express Chgs	456	1,213	757	
4280 Billing Charges	518	428	(90)	
4310 Utilities - Electric	-	8,273	8,273	
4320 Utilities - Water	249	208	(41)	
4330 Telecommunications	-	246	246	
4390 Insurance Expense	-	417	417	
4395 Insurance - Employee Medical	-	-	-	
4400 Prof. Fees-Consulting Engineers	14,025	18,700	4,675	Wastewater Study
4420 Prof. Fees - Auditor	-	-	-	
4490 Prof. Fees - Other	-	-	-	
4710 Payroll Taxes - FICA	545	778	232	
4720 Payroll Taxes - Medicare	128	182	54	
4730 Payroll Taxes - SUTA	-	9	9	
4789 Employee Retirement Expense	440	552	112	
4800 Bank Charges	-	-	-	
4900 Other Expense	-	-	-	
Total supply and operations	26,831	49,538	22,707	
Depreciation				
4990 Depreciation Expense	30,000	30,000	-	
Total operating expenses	56,831	79,538	22,707	
Operating result	40,509	1,813	(38,696)	
Non-Operating Income (Expense):				
3300 Tap Fees	42,626	72,500	29,874	
3902 Interest Income - Invest Accts	1,287	1,288	1	
4100 Capital Expenditures	-	-	-	
4994 Interest Expense	(1,114)	(1,133)	(19)	
Total non-operating income	42,799	72,655	29,856	
Change in Net Position	83,308	74,467	(8,840)	