

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
September 12, 2017**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

**Consideration Of The Minutes Of The August 8th, 2017 Regular Meeting And
The August 29th, 2017 Special Session Meeting**

Documents:

[08082017 MINUTES.PDF](#)

[08292017 MINUTES.PDF](#)

Public Comments-

Unfinished Business:

1. Resolution 2017-015: A Resolution By The Town Of Thompson's Station, Tennessee To Approve The Use Of Town Right Of Way By The City Of Spring Hill, Tennessee For The Purpose Of Constructing A Temporary Traffic Signal At Buckner Lane And Thompson's Station Road East.

Documents:

[SPRING HILL ROW REQUEST MEMO.PDF](#)

[RESOLUTION 2017-15 SPRING HILL ROW REQUEST.PDF](#)

2. Resolution 2017-017: A Resolution By The Town Of Thompson's Station, Tennessee To Enter Into An Interlocal Agreement With Williamson County, Tennessee To Redistribute The Half Of The One-Half Percent Sales Tax Increase That Is Not Allocated For Schools

Documents:

[RESOLUTION 2017-17 COUNTY SALES TAX INTERLOCAL RESO.PDF](#)

3. Public Hearing And Second Reading Ordinance 2017-010: AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A REVISED PLAN FOR FORREST LANDSCAPING (CP 2017-003) FOR THE INSTALLATION OF A MONUMENT SIGN LOCATED AT 1748 LEWISBURG PIKE

Documents:

[FORREST LANDSCAPING SIGN REQUEST MEMO.PDF](#)

[ORDINANCE 2017-010 FORREST LANDSCAPING.PDF](#)

[FORREST LANDSCAPING SIGN.PDF](#)

New Business:

4. Resolution 2017-018: A Resolution Of The Town Of Thompson's Station,

Tennessee To Approve A Memorandum Of Understanding With Encompass Land Group, LLC Regarding The Potential Purchase Of Real Property

Documents:

[ENCOMPASS MOU MEMO.PDF](#)
[RESOLUTION 2017-18 ENCOMPASS MOU.PDF](#)
[EXHIBIT A RESOLUTION 2017-18 ENCOMPASS MOU.PDF](#)

5. Resolution 2017-019: A Resolution Of The Town Of Thompson's Station, Tennessee To Approve A Contract With Hodgson Douglas, LLC For The Design And Preparation Of Construction Documents For Improvements To Preservation Park And To Authorize The Mayor To Sign The Contract

Documents:

[RESOLUTION 2017-19 HODGSON DOUGLAS RESO.PDF](#)
[HODGSON DOUGLAS CONTRACT MEMO.PDF](#)
[HODGSON DOUGLAS CONTRACT.PDF](#)

6. Ordinance 2017-011: AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE REGARDING SIGNAGE AND HILLTOP DEVELOPMENT

Documents:

[BOMA FIRST READING LDO SIGNS AND HILLSIDE REPORT.PDF](#)
[LDO AMEND - DRAFT SIGN STANDARDS.PDF](#)
[ORDINANCE 2017-011 LDO AMEND.PDF](#)
[LDO AMEND - RHPA MAP.PDF](#)

7. Proclamation: Joining The Williamson County School System And Proclaiming September As "Be Nice" Month In Thompson's Station - Where Every 1 Counts

Documents:

[PROCLAMATION BE NICE 2017 \(002\).PDF](#)

Announcements/Agenda Requests

Adjourn

Information Only:

Town Administrator Report

Documents:

[TA REPORT 09122017.PDF](#)

Finance Report

Documents:

[2017 09 BOMA 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 8, 2017

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 8, 2017 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 Administrator Joe Cosentini; Finance Director Tammy Womack; Town Clerk Jennifer Jones and Town Attorney Todd Moore. Town Planner Wendy Deats was unable to attend.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the April 11th regular meeting, the June 13th, 2017 regular meeting and the June 29th, 2017 special called meeting were submitted for approval.

After discussion, Alderman Bell made a motion to approve the minutes of the April 11th regular meeting. The motion was seconded and carried by all.

After discussion, Alderman Stover made a motion to approve the minutes of the June 13th regular meeting. The motion was seconded and carried by a vote of 3 to 2 with Alderman Dilks and Alderman Shepard dissenting due to lack of detail in public comment.

After discussion, Alderman Bell made a motion to approve the minutes of the June 29th Special Session meeting. The motion was seconded and carried by all.

Public Comments:

David Coleman – 2695 Clayton Arnold Rd. – Stressed camaraderie between Thompson's Station and Williamson County governments.

Heath Clark – H Clark Distillery – Shared an update about the TN Whisky Trail and the economic opportunity that it brings to the Town.

Bob Whitmer – 3845 Somers Lane – concerns about the corridor management agreement. Wants the Town to state the position and intent to our neighbors to the South.

Brinton Davis – 2690 Thompson's Station Rd. East – Wanted to express gratitude for the memorial for Sarah Benson.

Presentation by Williamson County Mayor Rogers Anderson –

Mayor Anderson and Williamson County Finance Director Nina Graham presented to the Board a proposal for an interlocal agreement with the Town of Thompson's Station to redistribute the half of the one-half percent sales tax increase that is not allocated for schools

Unfinished Business:

None.

New Business:

- 1. Resolution 2017-014 – A Resolution of the Town of Thompson’s Station, Tennessee to enter into a Corridor Management agreement for State Route 6 (Columbia Pike).**

Mr. Cosentini reviewed his report and recommended approval of the Corridor Management Agreement as presented.

After discussion, Alderman Stover made a motion to approve Resolution 2017-014, a Resolution of the Town of Thompson’s Station, Tennessee to enter into a Corridor Management agreement for State Route 6 (Columbia Pike). The motion was seconded and carried by all.

- 2. Resolution 2017-015 – A Resolution of the Town of Thompson’s Station, Tennessee to approve the use of Town Right of Way by the City of Spring Hill, Tennessee for the purpose of constructing a temporary request for use of Town Right-of-Way by the City of Spring Hill for the Installation of a temporary Traffic Signal at Buckner Lane and Thompson’s Station Road East.**

Mr. Cosentini reviewed his report and recommended approval of the use of Town Right of Way by the City of Spring Hill, Tennessee.

After discussion, Alderman Bell made a motion to defer Resolution 2017-015 until the September Board of Mayor and Alderman Meeting in order to obtain more information from the City of Spring Hill. The motion was seconded and carried by all.

- 3. Resolution 2017-016 – A Resolution of the Town of Thompson’s Station, Tennessee to approve a contract with Robert Richards d/b/a Bob’s Trails, Trees and Gardens for the construction of a hiking trail at Preservation Park and to authorize the Mayor to sign the contract.**

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-016 and the proposed contract as presented.

After discussion, Alderman Stover made a motion to approve Resolution 2017-016, a Resolution of the Town of Thompson’s Station, Tennessee to approve a contract with Robert Richards d/b/a Bob’s Trails, Trees and Gardens for the construction of a hiking trail at Preservation Park and to authorize the Mayor to sign the contract. The motion was seconded and carried by all.

- 4. Ordinance 2017-010 – An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee to approve a revised plan for Forrest Landscaping (CP 2017-003) for the installation of a monument sign located at 1748 Lewisburg Pike.**

Mr. Cosentini reviewed the report and the Planning Commission recommendation that the Board of Mayor and Alderman approve the installation of a monument sign with a maximum height of eight (8) feet and 80 square feet of sign area including sign base.

After discussion, Alderman Stover made a motion to deny Ordinance 2017-010. Being no second, the motion failed.

After further discussion, Alderman Bell made a motion to defer, then amended the motion to approve First Reading of Ordinance 2017-010, an ordinance of the Board of Mayor and Aldermen of the Town of Thompson’s Station, TN to approve a revised plan for Forrest Landscaping for the installation of a monument sign located at 1748 Lewisburg Pike with the following contingencies:

- 1. Clarify that sign is not illuminated an**
- 2. Discuss w/ applicant a reduced height sign that clarifies the signage intentions for proprietors.**

The motion was seconded and carried by all.

- 5. Ordinance 2017-011 – An Ordinance of the Town of Thompson’s Station, Tennessee to amend Title 7, Chapter 2 of the Municipal Code regarding Fireworks.**

Mr. Cosentini reviewed his report and recommended approval of first reading of Ordinance 2017-011.

After discussion, Alderman Bell made a motion to deny Ordinance 2017-011, an Ordinance of the Town of Thompson’s Station, TN to amend Title 7, Chapter 2 of the Municipal Code regarding Fireworks. The motion was seconded and carried by all.

- 6. Town of Thompson’s Station v. Lillian Hill (WC Circuit Court Case 2017-20).**

Item 6 was tabled until the end of the agenda.

Town Administrator Report

Mr. Cosentini updated the Board on the Hall Income Tax repayment schedule, the Critz Lane re-alignment, the TDOT SIA project, the Clayton Arnold/Thompson’s Station Rd East intersection, Cell 1 Cleanout, the TDOT Lewisburg Pike/Critz Lane project and the Tollgate Dedication of Infrastructure.

Item 6 – Town of Thompson’s Station v. Lillian Hill (WC Circuit Court Case 2017-20)

Town Attorney Todd Moore updated the Board on the condemnation case. The Board then adjourned at 9:11 for an executive session.

Adjourn

Upon returning to regular session and there being no further business, the meeting was adjourned at 9:17 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
August 29, 2017

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 Thursday August 29, 2017 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Administrator Joe Cosentini and Town Attorney Todd Moore. Alderman Brandon Bell was unable to attend.

Unfinished Business:

- 1. Resolution 2017-017 – A Resolution by the Town of Thompson's Station, Tennessee to enter into an Interlocal Agreement with Williamson County, Tennessee to redistribute the Half of the One-Half Percent Sales Tax Increase that is not allocated for schools.**

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-017.

After discussion, Alderman Stover made a motion to defer Resolution 2017-017, a Resolution by the Town of Thompson's Station, TN to enter into an Interlocal Agreement with Williamson County, TN to redistribute the Half of the One-Half Percent Sales tax increase that is not allocated for schools. The motion was seconded and carried by all.

New Business:

- 1. Resolution 2017-018 – A Resolution by the Town of Thompson's Station, Tennessee to approve the purchase and installation of Replacement UV Equipment at the Regional Wastewater Facility.**

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-018.

After discussion, Alderman Stover made a motion to approve Resolution 2017-018, a Resolution by the Town of Thompson's Station, TN to approve the purchase and installation of Replacement UV Equipment at the Regional Wastewater Facility. The motion was seconded and carried by all.

- 2. Discussion – Wastewater Disposal Land Purchase**

The Board discussed potential purchase of additional wastewater disposal land.

Adjourn

There being no further business, the meeting was adjourned at 7:57 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

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

M

EMO

DATE: September 7, 2017
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Spring Hill ROW Request

The Board deferred this item at the August BOMA meeting and requested additional clarity on the timing of the temporary signal.

Staff contacted Spring Hill representatives to further discuss the request. The goal is to have this intersection relocated through the development of the Alexander Farm property within the next three years. If this project does not proceed and the intersection remains at the present location, the Town will work with the City of Spring Hill to determine additional necessary upgrades to the intersection. The three-year provision has been added to the proposed resolution.

BOMA Action:

Staff recommends approval of Resolution 2017-15 as presented.

RESOLUTION 2017-015

A RESOLUTION OF THE TOWN OF THOMPSON’S STATION, TENNESSEE TO APPROVE THE USE OF TOWN RIGHT OF WAY BY THE CITY OF SPRING HILL, TENNESSEE FOR THE PURPOSE OF CONSTRUCTING A TEMPORARY TRAFFIC SIGNAL

WHEREAS, the Town of Thompson’s Station (“Town”) and the City of Spring Hill (“Spring Hill”) share the right of way surrounding the intersection of Buckner Lane and Thompson’s Station Road East; and

WHEREAS, Spring Hill requests permission to construct, at their expense, a temporary traffic signal at this intersection which will require the use of the Town’s right of way; and

WHEREAS, the Town agrees to grant the temporary use of its right of way, subject to certain conditions; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen for the Town that Spring Hill is authorized to use the right of way on the north side of Thompson’s Station Road East at the intersection of Buckner Lane for the purposes of constructing a temporary traffic signal subject to the following conditions:

1. Spring Hill shall be solely responsible for all costs related to the design, installation and maintenance of the traffic signal. Spring Hill shall be the sole owner and have complete control over the operation of the traffic signal. Spring Hill shall be solely responsible for any liability that may arise in connection with use and operation of the traffic signal; and
2. That Spring Hill’s use of this right of way shall terminate 3 years from the date of this resolution. At any time within this 3-year time period, Spring Hill may remove the traffic signal from this intersection and/or Spring Hill and the Town may agree on permanent intersection improvements.

RESOLVED AND ADOPTED this _____ day of August, 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

RESOLUTION NO. 2017-017

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT
WITH WILLIAMSON COUNTY, TENNESSEE TO REDISTRIBUTE THE TOWN'S
SHARE OF THE PROCEEDS OF A PROPOSED ONE-HALF PERCENT (0.5%) SALES
TAX INCREASE FOR USE IN THE PAYMENT OF SCHOOL-RELATED DEBT**

WHEREAS, the Williamson County Board of Commissioners has initiated the process to hold a referendum on the question of whether to raise the sales tax one-half percent (0.5%) from two and one-quarter Percent (2.25%) to two and three-quarters percent (2.75%); and

WHEREAS, the revenue from the current sales tax is distributed with half of the proceeds going to schools and half of the proceeds returned to the jurisdiction in which the proceeds were collected; and

WHEREAS, Tennessee Code Annotated § 67-6-712 provides that a municipality may, by interlocal agreement, provide for an alternative method of distribution of its share of sales tax revenue; and

WHEREAS, the Board of Mayor and Aldermen has determined that if Williamson County calls for a referendum to raise the sales tax, and the referendum is approved, that it is in the best interest of the Town to enter into an interlocal agreement with the County to redistribute the Town's share of the one-half percent (0.5%) sales tax increase to the County for a period of 3 years, such funds to be used by the County solely for the payment of school-related debt.

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

That if the Williamson County Commission calls for a referendum to increase the sales tax, and if this referendum is approved, then the Mayor is authorized to enter into an interlocal agreement with Williamson County to distribute the Town's share of the one-half percent (0.5%) sales tax increase to the County. The interlocal agreement shall provide that it will automatically terminate 3 years from the effective date of the sales tax increase. If the referendum to increase the sales tax is not held and approved by the voters within 180 days from the date this resolution is approved, the authority granted in this resolution shall expire and it shall be null and void.

RESOLVED AND ADOPTED this ____ day of September, 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

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



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

M

EMO

DATE: September 7, 2017
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Forrest Landscaping Signage

The Board passed this item on first reading at the August BOMA meeting on the condition that we clarify the lighting of the signage and that the applicant reduce the overall size.

Staff has discussed these requests with the applicant and he has submitted the attached revised sign proposal. This version includes landscape style up-lighting and the sign size is not in compliance with the Town's commercial signage requirements.

BOMA Action:

Staff recommends denial of Ordinance 2017-010.

ORDINANCE NO. 2017-010

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A REVISED PLAN FOR FORREST LANDSCAPING (CP 2017-003) FOR THE INSTALLATION OF A MONUMENT SIGN LOCATED AT 1748 LEWISBURG PIKE.

WHEREAS, a development located at 1748 Lewisburg Pike, south of State Route 840 ("Forrest Landscaping") was previously approved and is zoned Specific Plan; and

WHEREAS, the property owner has requested approval of a revised concept plan which is subject to review and approval by the Board of Mayor and Aldermen; and

WHEREAS, on June 27, 2017 the Planning Commission reviewed the project modifications and is recommending to the Board of Mayor and Aldermen approval of a revision that consists of a monument sign with a maximum height of **eight (8) feet and a maximum of 80 square feet of sign area**; and

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

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

Section 1. That the plan for Forrest Landscaping within the Town of Thompson's Station, Tennessee is hereby revised and amended to permit the installation of **an eight (8) foot high monument sign with a maximum of 80 square feet**. The zoning for this territory shall remain Specific Plan (SP).

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: August 8, 2017

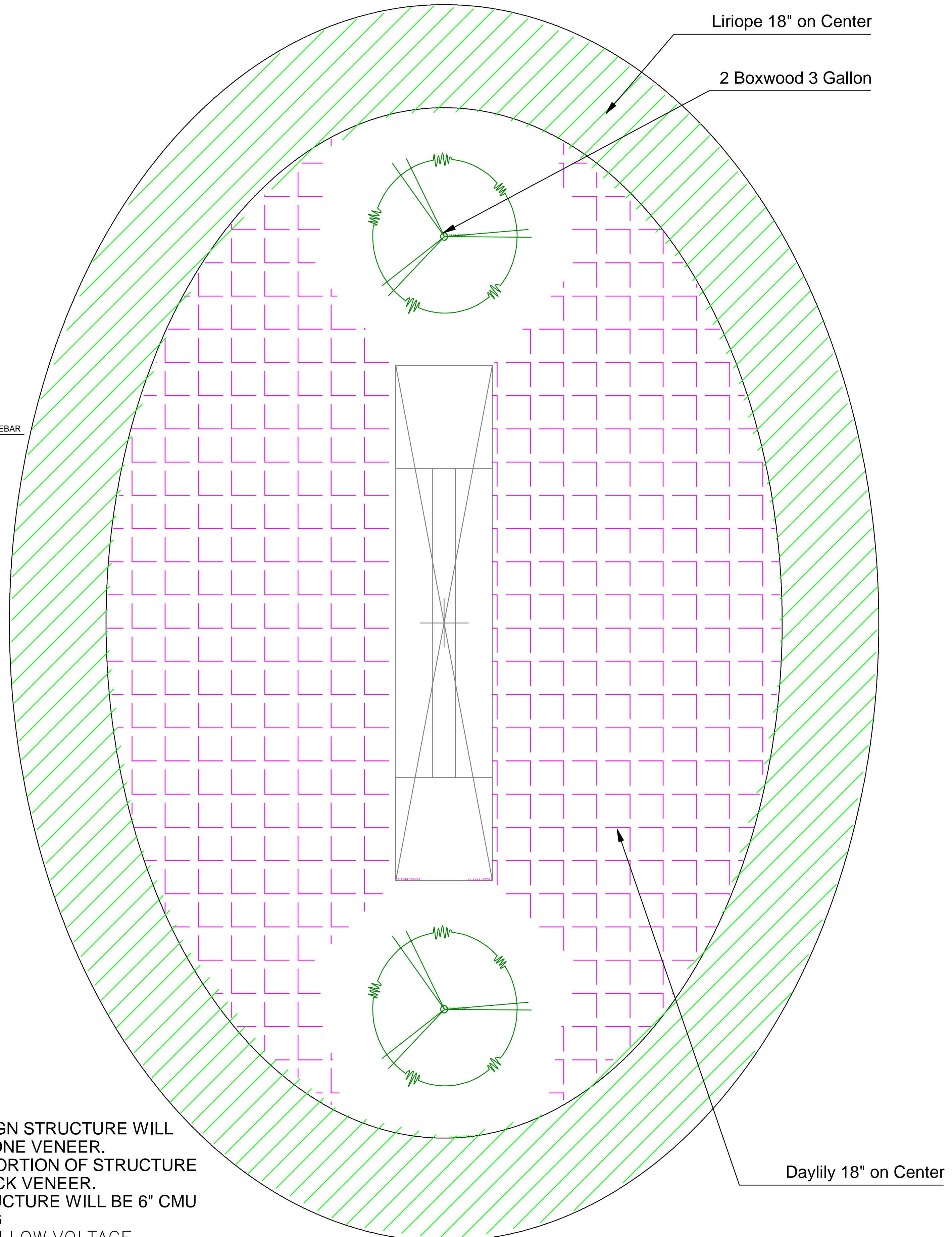
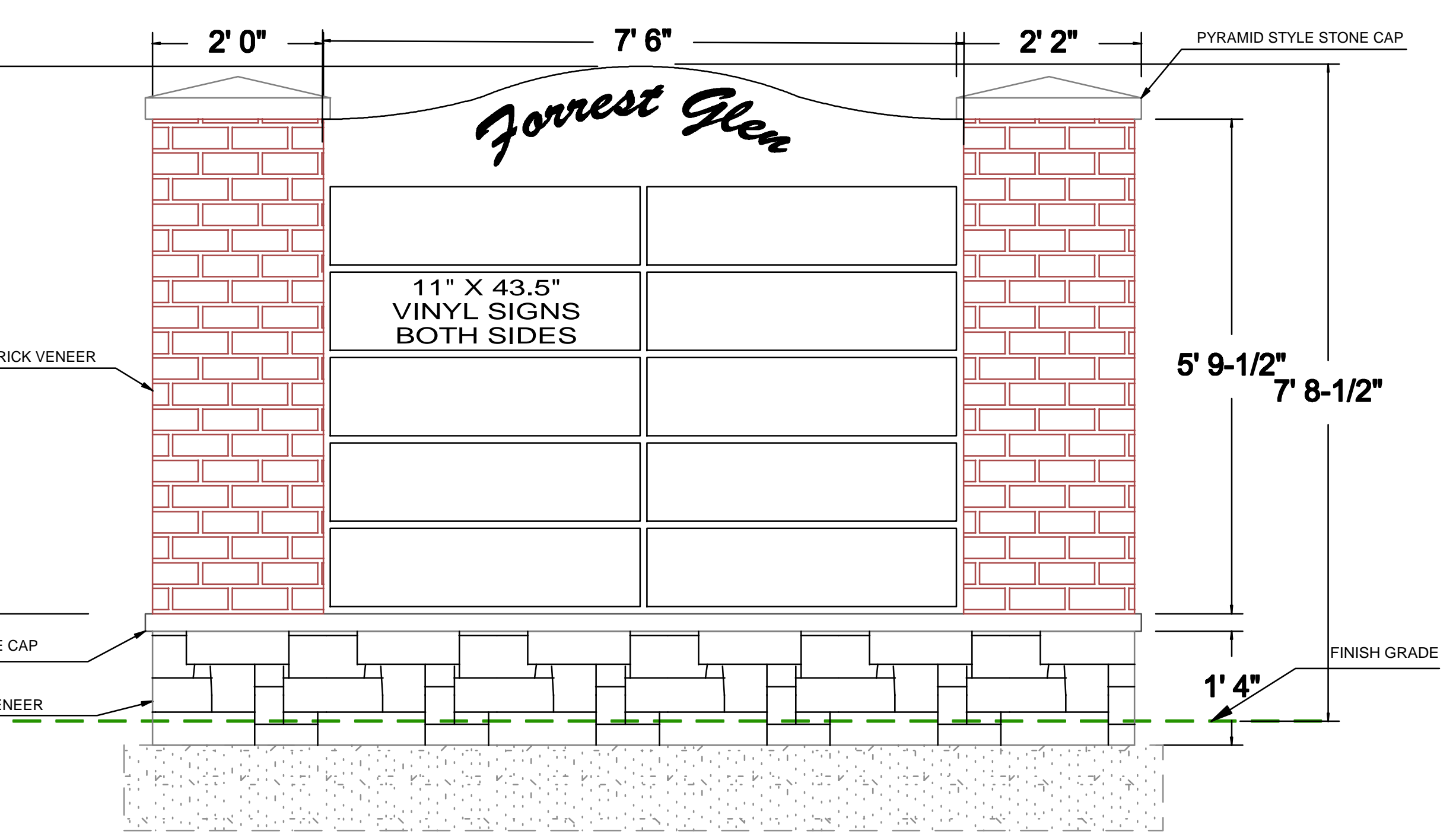
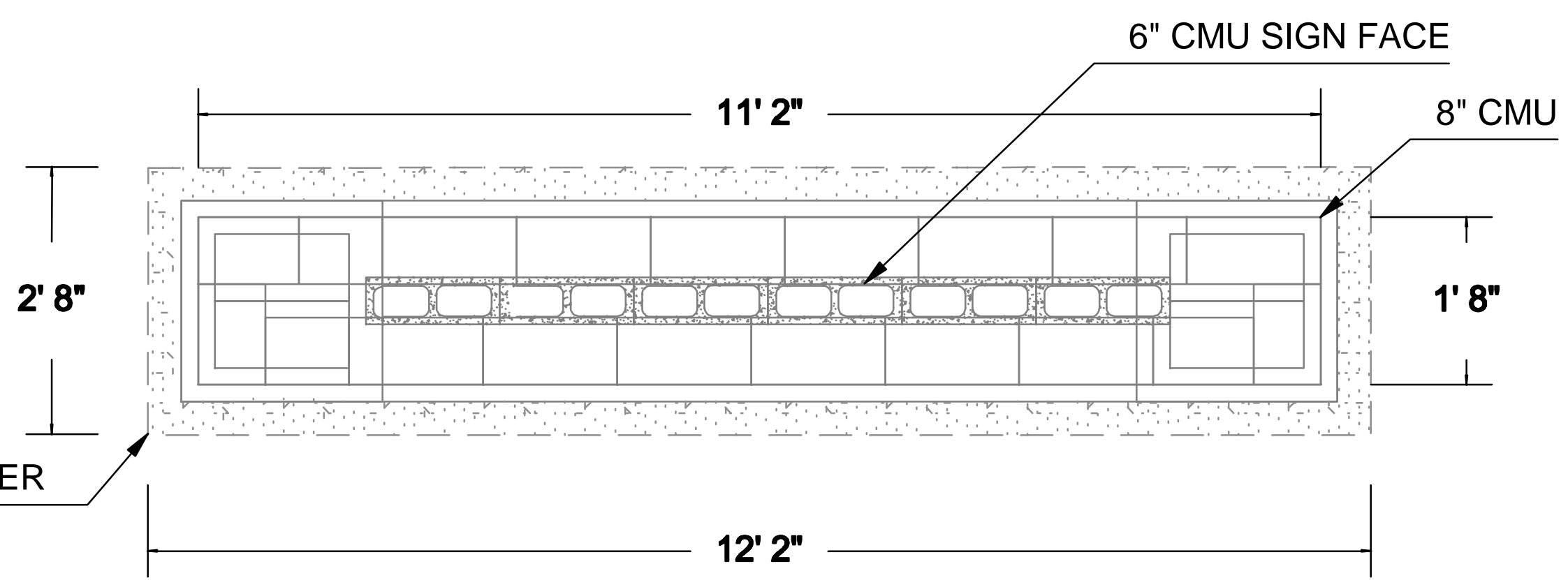
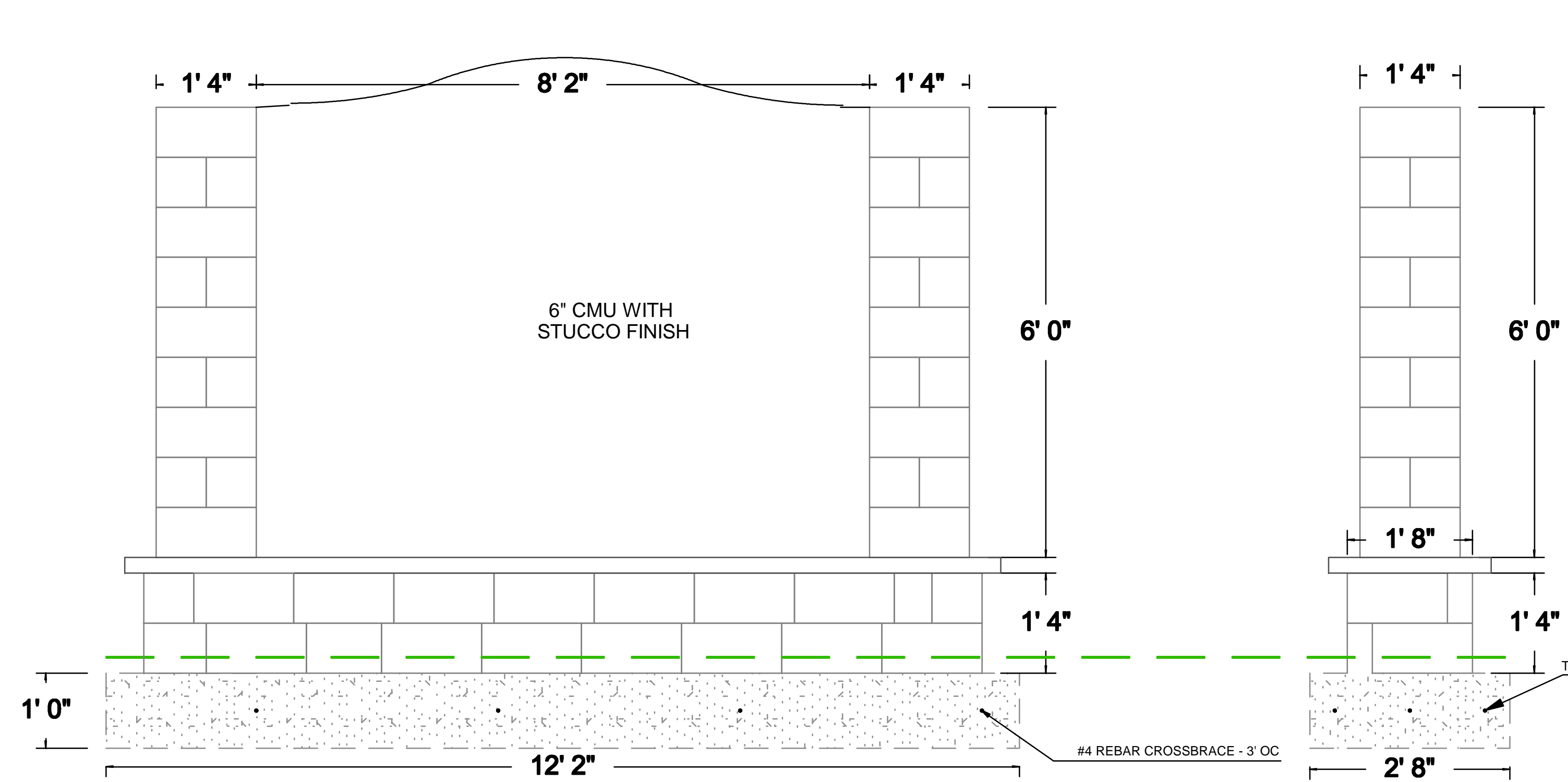
Passed Second Reading: _____

Submitted to Public Hearing on the 12th day of September, 2017, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 13th day of August, 2017.

Recommended for approval by the Planning Commission on the 27th day of June, 2017.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



1. LOWER PORTION OF SIGN STRUCTURE WILL BE CMU WITH WITH STONE VENEER.
2. COLUMNS ON UPPER PORTION OF STRUCTURE WILL BE CMU WITH BRICK VENEER.
3. SIGN PORTION OF STRUCTURE WILL BE 6" CMU WITH STUCCO COATING
4. SIGN WILL BE LIT WITH LOW VOLTAGE LANDSCAPE LIGHTS

SIGN LANDSCAPE PLAN

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



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

M

EMO

DATE: September 7, 2017
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Encompass MOU

The attached memorandum of understanding is regarding a possible land purchase by the Town. Previous discussions regarding this potential purchase raised concerns on the exact acreage needed by the Town and how the parcels will be ultimately divided. The document is intended to specify maximums that the Town will consider as we work toward a final purchase agreement.

If approved, Staff will continue to work with the sellers on these items and investigate financing options available to the Town for the acquisition.

BOMA Action:

Staff recommends approval of Resolution 2017-18 as presented.

RESOLUTION NO. 2017-018

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH ENCOMPASS
LAND GROUP, LLC REGARDING THE POTENTIAL PURCHASE OF REAL
PROPERTY**

WHEREAS, Encompass Land Group, LLC ("Encompass") and the Town have initiated discussions for the Town to purchase real property from Encompass; and

WHEREAS, the specific areas of property have yet to be determined and purchase of this property is contingent upon other Town approvals; and

WHEREAS, Encompass and the Town agree that the attached Memorandum of Understanding sets out the current intent of the parties with respect to this transaction; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve the Memorandum of Understanding with Encompass respect to the continued negotiation of the purchase of real property.

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

That the Memorandum of Understanding between the Town and Encompass Land Group, LLC attached hereto is approved and the Mayor is authorized to sign this memorandum on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of September, 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

MEMORANDUM OF UNDERSTANDING REGARDING INTENT TO ENTER INTO PURCHASE AGREEMENT

The Town of Thompson's Station, Tennessee ("Purchaser") and Encompass Land Group, LLC ("Seller") desire to enter into this Memorandum of Understanding ("MOU") regarding their intent to enter into a Purchase Agreement for certain real property. The purpose of this MOU is to set forth the current intent of the parties with respect to the general terms and conditions to be included in the final Purchase and Sale Agreement to be entered into between Purchaser and Seller ("Purchase Agreement").

WHEREAS, the Purchaser and Seller have entered into negotiations regarding the proposed purchase of the certain property from the Seller; and

WHEREAS, the Purchaser and Seller desire to enter into this MOU in order to memorialize the current status of such negotiations as well as the good faith with respect to other actions to be taken in advance of the parties finalizing and the execution of a formal Purchase Agreement;

NOW, THEREFORE the parties have agreed upon the following terms and conditions relative to their negotiations and the basic terms to be included in the final Purchase Agreement for the Property:

- a. The purchase price for the Property shall be in an amount not to exceed Three Million One Hundred and Five Thousand Dollars (\$3,105,000.00).
- b. The Purchaser will purchase approximately, but not more than, 105 acres from Map 132, parcel 6.09 and approximately, but not more than 80 acres from Map 131, parcels 7.00 and 7.01. The specific areas to be acquired to be surveyed by Seller and approved by Purchaser in the Purchase Agreement. The parties will use reasonable efforts to close this transaction on or before December 31, 2017.
- c. Upon approval and execution of this MOU, and in advance of the finalization of Purchase Agreement, Purchaser will immediately make a deposit (credited to the purchase price) to the Seller in the amount of Ten thousand dollars (\$10,000). This deposit shall be refundable except as described below in paragraph (e).
- d. Upon approval and execution of this MOU, and in advance of the finalization of the Purchase Agreement, Seller will provide Purchaser and its consultants access to the Property for the purpose of inspecting the Property and conducting any necessary soil testing to ensure suitability for Purchasers purposes. At the same time, Purchaser shall also begin review the preliminary title report and ensure that the Property is unencumbered by any title exceptions affecting the Seller's ability to transfer unencumbered fee title to the Purchaser. In the event any such title exceptions are identified, then Seller shall either remove such exception or else refund the Purchaser's deposit described above.

- e. The parties shall use reasonable efforts to enter into the Purchase Agreement on or before October 11, 2017. Seller shall be responsible for surveying the areas to be purchased and Seller shall not enter into or conduct any discussions with any other person or entity with respect to the sale or disposition of the Property prior to such date. During this time period, the Purchaser shall use all reasonable efforts to obtain any financing necessary to secure the funds for the purchase price. In the event the Purchaser decides not to enter into the Purchase Agreement, the Seller may retain the deposit made pursuant to this MOU. In the event the parties enter into the Purchase Agreement this deposit shall be held and distributed in the same manner as the escrow deposit set forth in that agreement.
- f. It is expressly understood that the terms of this MOU do not constitute a binding obligation on the parties to enter into a Purchase Agreement for the Property. Neither party shall be finally bound to buy or sell the Property unless and until the Purchase Agreement is executed by the parties and delivered to each other. It is contemplated that the Agreement shall contain such other terms, covenants, conditions, warranties and representations as are customary or appropriate in transactions of this nature.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding on the date written above:

SELLER

ENCOMPASS LAND GROUP, LLC

By: _____

Date: _____

PURCHASER

TOWN OF THOMPSON'S STATION, TENNESSEE

By: _____

Date: _____

RESOLUTION NO. 2017-019

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CONTRACT WITH HODGSON DOUGLAS, LLC FOR THE DESIGN
AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR IMPROVEMENTS
TO PRESEVATION PARK AND TO AUTHORIZE THE MAYOR TO SIGN THE
CONTRACT**

WHEREAS, the Town has publicly advertised and solicited request for qualifications of architecture and engineering services related to the design and planning of improvements at Preservation Park (the "Project"); 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 Hodgson Douglas, LLC to design and prepare the construction documents for 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 execute the attached contract with Hodgson Douglas, LLC for the design and preparation of construction documents for improvements to Preservation Park.

RESOLVED AND ADOPTED this ____ day of September, 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

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



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

M

EMO

DATE: September 6, 2017
TO: The Board of Mayor and Aldermen
FROM: Wendy Deats, Town Planner
SUBJECT: Hodgson Douglas Contract

The Town's Parks and Recreation Advisory Board approved the Preservation Park Master Plan in March 2017. As part of implementation of the master plan, an RFQ was advertised for the design of park improvements, including a passive amphitheater and the assessment of the existing outbuildings. The RFQ was released for public notice in May 2017 and two firms submitted a statement of qualifications: Fisher Arnold and Hodgson Douglas. Both statements of qualifications were reviewed by the Parks Board at the June 2017 meeting and Hodgson Douglas was selected.

A kick off meeting was held with the team assembled by Hodgson Douglas to further discuss the details of the proposal. Hodgson Douglas submitted a proposal which was reviewed by Town Staff and the Parks and Recreation Advisory Board on September 5, 2017. The Board approved the proposal with a contingency that the total cost for this project is not to exceed \$27,000.00. The funding for the design work will be covered by the money available in the Parks budget for park improvements, therefore, no request for additional money is necessary.

BOMA Action:

Staff recommends approval of Resolution 2017-019 and the proposed contract as presented.

CONTRACT FOR ARCHITECTURAL SERVICES FOR PARKS PLANNING AND THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR PRESERVATION PARK , PHASE

1

THIS CONTRACT made this ____ day of _____ 2017, by and between **Hodgson Douglas, LLC**, a Tennessee Limited Liability Company (hereinafter "Architect"), and the **Town of Thompson's Station**, a Tennessee municipal corporation (hereinafter "Town").

WHEREAS, the Town has advertised and received responses to Request for Qualifications ("RFQ") for an architecture/engineer firm to provide planning and consulting services for a portion of its park property and to prepare construction documents for such property (the "Project"); and

WHEREAS, the Town has selected Architect for the Project.

NOW THEREFORE, the Architect and the Town agree as follows:

Section 1. Scope of Work; Amendments - The Architect has been retained to provide design and construction document preparation services to the Town as set out in Exhibit A and incorporated herein by reference. The Architect shall be responsible for coordinating with Town staff to perform the work. **Within ten (10) days of the date of this Contract, the Architect shall submit for the Town's approval, a schedule for the completion of each of the phases of the above work. Upon approval, this schedule shall become an addendum to this Contract, and Architect shall comply with said schedule except for good cause or delays caused by the Town.**

The Scope of Work may be amended by approval of a new or additional Work Orders, provided that any such amendment must be approved by Resolution of the Town's Board of Mayor and Aldermen. No additional or extra work shall be authorized without the prior written approval of the Town. The parties understand and agree that future projects involving additional services and/or construction supervision may require a new agreement.

Architect shall not participate as a bidder or in concert with any potential bidder(s) for construction of the Project unless specifically requested and authorized by the Town as approved by the Board of Mayor and Aldermen.

Section 2. Compensation - The Architect's fee for the Project is **\$26,200.00** as broken out below. The Architect will invoice the Town after completion of the Project phases as described in Exhibit A and Town will pay Architect according to the following schedule:

- | | |
|--|-------------------|
| (a) Schematic Design and Project Kickoff | \$8,800.00; |
| (b) Design Development | \$8,000.00; and |
| (c) Construction Documents | \$9,400.00. |
| (d) Construction administration | To be determined. |

The Town also agrees to pay Architect for the following reimbursable expenses, at cost: printing services and out of area travel expenses in total amount not to exceed \$500.00. The Town shall not be liable for any charges for any additional work unless such work is authorized in writing by the Town.

The Architect is solely responsible for the payment of compensation to any subcontractors. In no event shall the Town be liable to any subcontractor related to this Project.

Section 3. Time of Completion - The work to be performed under this Contract shall be commenced as soon thereafter as reasonably possible and Architect shall perform all work as expeditiously as is consistent with professional skill and care and in accordance with the schedule to be approved as referenced in Section 1.

Section 4. Ownership of Project Documents -- All documents, including but not limited to, all drawings, plans, design calculations, bid and construction documents, produced by the Town and/or Architect, including any subcontractor, pursuant to this Contract shall be and remain the property of the Town, except that the Architect may retain a copy of any documents upon completion of the Project. Architect shall not use said documents on any other project without the written consent of the Town. Architect represents that it has the right to use all products or services furnished under this Contract and that such use does not infringe upon any copyright, trademark, service mark or patent.

Section 5. Insurance Requirements - The Architect shall procure and maintain for the duration of the Contract, at its own expense, insurance as set forth in Exhibit B attached hereto, said document to be incorporated in this Contract by reference. The Town shall be named as an additional named insured on all policies.

Specifically, the Architect is responsible for work-related injuries of the Architect's employees and subcontractors. The Architect must provide all equipment and supervision for this Contract and assume responsibility for all uninsured subcontractors. The policies described herein shall be issued by insurance companies that are licensed to conduct business in the State of Tennessee. The Architect must provide a thirty (30) day prior notice of cancellation, non-renewal, or material change in coverage.

Section 6. Compliance with Laws - The Architect must comply with all applicable federal, state, and local laws.

Section 7. Indemnity Requirement - The Architect agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees, and volunteers harmless from and against any and all claims, demands, and causes of action of any kind or character, including the cost of their defense, arising in favor of the Architect's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of or in any way resulting from the act or omissions of the Architect and/or its agents, employees, subcontractors, representative or the Town under this Contract. Architect shall also indemnify and hold harmless the Town for and against any claims of infringement of an intellectual property right.

Section 8. Independent Contractor - The relationship of Architect to the Town will be that of an independent contractor. Architect will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the Contract.

Section 9. Subcontract for specific services. Architect has proposed to subcontract with HFR Design and I.C. Thomason Associates, Inc. for specific services related to this Project. The Town agrees that the Architect may use the services of these entities, provided that Architect shall be solely responsible for the supervision and direction of any work assigned, shall

remain liable for the completion of the Project and for the payment of any compensation to these entities or any other subcontractors and their employees.

Section 10. Assignment - Except as expressly permitted above, under no circumstances may the Architect assign or transfer its interest in this Contract, including assigning work to subcontractors, without prior written consent of the Town.

Section 11. Term; Termination - The Term of this Contract shall begin on the date it is executed and shall continue until completion unless terminated as follows:

(a) Convenience. The Town may terminate this Contract at the Town's convenience upon seven (7) days written notice to the Architect.

(b) Breach; Default. The Town or Architect may terminate or cancel this Contract for any breach of the terms herein.

Notice and compensation in event of Termination. Upon receipt of notice of termination, Architect shall immediately discontinue all work and services hereunder and upon payment for work performed, deliver to the Town all documents, data, reports, plans, computer files and other information accumulated in performing this Contract, whether complete or incomplete. The Town shall pay the Architect for all work and services through the time of notice of termination and for any work necessary to compile and deliver the above documents to the Town.

Section 12. Miscellaneous. (a) Applicable laws; jurisdiction; venue. The laws of the State of Tennessee will govern this Contract and the Chancery Court for Williamson County, Tennessee, shall have jurisdiction and be the appropriate venue for any action arising out of this Contract.

(b) Severability. If any provision of this Contract is held unenforceable, the remaining portions shall remain in full force and effect.

(c) Entire agreement. This Contract represents the entire agreement between the parties, and expressly replaces, supersedes, and cancels any prior oral or written agreement or communications on this subject matter. In the event of any conflicts between the Contract terms and any attachments or exhibits hereto, the Contract terms shall be controlling, even if the attachments or exhibits are more specific.

(d) Amendments; Waiver. Other than as specified herein, this Contract may only be supplemented, modified, or waived in a writing signed by all parties. The waiver by a party of any performance by the other party, or of any of a party's rights hereunder, shall not be, and shall not be deemed to be, a waiver of any subsequent obligation of performance, default, or right of the same or similar kind.

(e) Force Majeure. Neither party shall be responsible to the other for any delay in performance or non-performance due to any cause such as flood, fire, explosion, natural disaster, act of God, act of terror, or any other cause beyond its control, providing such delay or non-performance could not be avoided by the reasonable endeavors of the party seeking relief by reason thereof.

(f) Attorneys fees. In the event it is necessary for the Town to file suit to enforce the terms of this Contract, it shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

(g) No Collusion. Architect 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.

(h) No Conflict of Interest. Any work performed by the Architect'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 the Architect 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.

(i) Standard of care. Architect shall at all times exercise at least reasonable care, skill, diligence and professional competency for the work and services provider under this Contract.

(j) 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. Architect 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

Town of Thompson 's Station

Hodgson Douglas, LLC

BY _____

Corey Napier, Mayor

BY _____

Jim Douglas, Partner

EXHIBIT "A"

SCOPE OF WORK

HD and HFR propose to provide landscape architectural and engineering services for a set of Construction Documents and Specifications, suitable for bidding and construction, for the following items:

Preservation Park at Thompson 's Station - Phase 1

Design and Engineering for the following exterior elements:

a) Design services for 70-person stone amphitheater in location previously determined during Master Planning phase.

a. HD will provide, design, layout, grading, and details of the 70-person stone amphitheater with grass stage and grass walkways.

b. HD to show potential future trail connection to greenway trail.

c. HFR will provide topographic survey of amphitheater site.

d. HD will provide planting plan for amphitheater to include shade trees

b) Assessment of four (4) existing equestrian outbuildings

a. HFR to provide basic assessment of outbuildings for potential reuse as park shelters.

c) Utility location design and engineering to bury existing feeder line to equestrian buildings, provide new electrical service to outbuilding park shelters, provide electrical service to amphitheater.

a. HD layout of electrical locations*.

b. ICT to provide location for conduits to equestrian buildings, outbuildings, and amphitheater, coordinate with MTES.

c. ICT to locate meter and transformer.

d. ICT to provide details for lighting in park shelters.

e. ICT to provide details and layout for telecommunications infrastructure. *

H&D will design the conceptual layout of the utilities. ICT will be responsible for all final electrical design, marking and receiving approval from the local utilities.

COMPENSATION SCHEDULE AND DETAIL

Schematic Design and Project Kickoff: (3 weeks for surveys, 2 weeks from completion of survey)

One (1) Kick-off Meeting

One (1) Amphitheater Site Visit for Staking Amphitheater Survey Assessment of four (4) existing equestrian outbuildings Preliminary Plans for Coordination with Land Trust for Tennessee

One (1) Meeting with Land Trust for Tennessee

Lump Sum Fee \$8,800

Design Development: (2 weeks)

Revised Design based on client comments
Design Development Set including:
Site Plans including material legend and callouts
Layout Plans
Grading and Drainage Plans
Major Hardscape Details blocked out and outlined
Planting Plans with plant type selected for review
Planting Details
Utility location plan and major detailing
Outline Specifications
One (1) Client Meeting for Presentation of Design
Lump Sum Fee \$8,000

Construction Documents (Final CD Set): (2.5 weeks)

Revised Design based on client comments
Permit and Construction Document set including:
Final Site Plans including material legend and callouts
Final Layout Plans
Final Grading and Drainage Plans
Hardscape Details
Final Planting Plans, Schedule and Details
Final Specifications
One (1) Client Meeting for Presentation of Final Design
Lump Sum Fee \$9,400

Construction Administration

Bidding Review and answering RFI's
Shop Drawing Submittal Review
Three (3) site visits during construction with field observation notes if necessary
One (1) initial site inspection with field observation notes
One (1) follow-up site inspection with initial punch list
One (1) Final site inspection with final punch list
Project Close-out Fee To be negotiated upon completion of CDs

EXHIBIT "B"

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

- a. Workers' Compensation/Employer's Liability -
 - 1) Each Accident: \$ 500,000.00
 - 2) Disease, Policy Limit: \$ 500,000.00
 - 3) Disease, Each Employee: \$ 500,000.00

- b. General Liability -
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$ 1,000,000.00
 - 2) General Aggregate: \$ 2,000,000.00

- c. Excess or Umbrella Liability -
 - 1) Each Occurrence: \$ 1,000,000.00
 - 2) General Aggregate: \$ 1,000,000.00

- d. Automobile Liability -
 - 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$ 1,000,000.00

- e. Professional Liability -
 - 1) Each Claim Made: \$ 3,000,000.00
 - 2) Annual Aggregate: \$ 5,000,000.00

**Thompson's Station Board of Mayor and Aldermen
Staff Report – Item 1 (File: Zone Amend 2017-005)
September 12, 2017
Land Development Ordinance Amendments**

PROJECT DESCRIPTION

Amendments to the Land Development Ordinance.

BACKGROUND

The Planning Commission held work sessions in April and June 2017 to discuss amending the sign standards and hillside regulations. On July 25, 2017, the Planning Commission reviewed the proposed amendments along with additional minor revisions. After review and discussion, the Planning Commission recommended the amendments to the Board of Mayor and Aldermen.

PROPOSED REVISIONS

Section 1.3 Definitions (page 13). Add a definition for horticulture and clarify the definition for plant nursery to include “forest” to be consistent with how the land use is identified in the use tables of the LDO.

Horticulture: The use of land for the growing or production for income of fruits, vegetables, flowers, nursery stock, including ornamental plants and trees.

Plant **and forest** nursery: An operation for the cultivating, harvesting and sale of trees, shrubs, plants, flowers and other landscape materials.

Section 2.2.3 Residential Subdivision, Workplace Commercial Center (page 26). Use district zoning permits these types of developments depending on location in the Town and proximity to roadways. Table 2.1 permits residential subdivisions in O2, G1 and G2 sectors and workplace and commercial centers in G1 and G2 which conflicts with the language in Section 2.2.3. Therefore, for consistency within the LDO, Staff recommends Section 2.2.3.c be removed.

~~e. A residential subdivision, workplace, or commercial center may be a subdivision unstructured by pedestrian sheds, and shall be permitted only on land within the G2 sector of the General Plan. If a one of these types is to be designated on land that is in another sector, it shall require a General Plan amendment.~~

3.9.23 Street Lighting within Subdivisions. Currently, the LDO does not contain specific standards for street lighting within a subdivision. Therefore, Staff recommends the adoption of language to require the installation of street lights as follows:

The 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 specifications 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.

In addition, the preliminary plat and final plat checklists located in sections 5.4.3 and 5.4.7 of the LDO shall be updated to include street lights as part of the submittal requirements for plats. (Note that section 3.9.23 will become 3.9.24)

Section 3.3.7 Hillside and Ridgeline Development (page 31). The regulations currently state that “disturbance, grading and development of natural slopes exceeding 15% including hilltop areas shall be discouraged.” In order to lessen the ambiguity of the code in determining appropriate areas for development on hillsides, the following changes are recommended:

(a.) **Hillside or Steep Slope Development.** The resource inventory map must include a slope analysis that identifies all natural slopes in excess of 15% on the project site and all ridgelines. Disturbance, grading and development of natural slopes exceeding 15% ~~including hilltop areas shall be discouraged.~~ ~~Any lot exceeding 15% slope shall be~~ **governed by this section and any lot that exceeds 15% slope shall be** designated as a critical lot. **In addition,** ~~a~~Any development that will result in more than 5% critical lots shall require additional preconstruction evaluation including a mass grading plan to be submitted during the preliminary plat phase. Design features such as larger lots may be required to reduce disruption and encourage lots to utilize existing contours reducing overall impacts. All proposed construction on slopes in excess of 15% shall submit engineered foundation and grading plans and an engineering report to address all site-specific issues for review and approval by the Town’s Engineer or Engineering Consultant prior to the issuance of a building permit. ~~Disturbance, grading and development of a ridgeline shall be discouraged.~~ **Development on slopes exceeding 25% is prohibited.** Slopes exceeding 25% may be counted toward meeting open space requirements.

(b.) **Ridgeline or Hilltop Development.** ~~In order to protect, preserve and minimize impacts on natural ridgelines and hilltops within the Town, the Town has identified these areas on the Ridgeline and Hilltop Protection Area (RHPA) map as shown (Exhibit F). Development within the areas shown on this map shall be prohibited except by special exception approval by the BZA pursuant to Section 5.5.4(j). In addition to the criteria set out in 5.5.4(j), any development that is proposed within the RHPA shall also meet the following conditions: (i) have a minimum lot size of five (5) acres; and (ii) no structures within the RHPA may exceed one story, excluding a basement and may not exceed 25 feet at its highest point. Any land outside of residential lots within the RHPA may counted toward meeting open space requirements. Any proposal for ridgeline development must be granted a special use exception by the BZA. Any structures allowed via the special exception process shall be limited to one story and may not exceed 25 feet at the highest point. Disturbance, grading and development of natural slopes exceeding 25% shall be prohibited.~~

Section 4.17 Sign Standards. See attached exhibit A. In accordance with the recommended changes a Ridgeline and Hilltop Protection Area Map will be added to the Land Development Ordinance (see attached exhibit B).

RECOMMENDATION

The Planning Commission recommends that the Board of Mayor and Aldermen pass on first reading the adoption of Ordinance 2017-011 amending the Land Development Ordinance and set a public hearing and second reading for October 10, 2017.

ATTACHMENTS

Ordinance 2017-011

Exhibit A – Draft Sign Standards

Exhibit B – Exhibit F Ridgeline and Hilltop Protection Area Map

4.17 Sign Standards; Purposes and Intent.

This section establishes the standards for the number, size, location and physical characteristics of signs that are visible from the public right-of-way.

The Town finds it necessary for the promotion and preservation of the public health, safety, welfare and aesthetics of the Town for signs to be regulated. The Town also finds: (1) Signs have a direct impact on the image of the community; (2) An opportunity for viable identification of community businesses and institutions should be established; (3) Uncontrolled and unlimited signs result in roadside clutter and the obstruction of views of other vehicles and pedestrians; (4) The right to express noncommercial messages in any zoning district must be protected, subject to reasonable restrictions on size, height, location and number; and (5) Uncontrolled and unlimited signs adversely impact the image and aesthetic attractiveness of the community and thereby undermine economic value and growth.

These regulations are not intended to restrict the content of any signs. However, for purposes of interpretation of this section, non-commercial content or copy may be substituted for commercial content on any otherwise legal sign.

The purposes and intent of this section are as follows:

- (a) **Safety.** To provide for the safety of vehicular and pedestrian traffic by regulating the number, size, location and other physical characteristics of signs and to allow for effective communication while at the same time, assuring that the public is not endangered, annoyed or distracted by the unsafe, disorderly, indiscriminate or unnecessary use of such signs.
- (b) **Aesthetics.** To regulate signs in a manner that reduces visual clutter and integrates signs with elements of the site and surrounding properties by limiting the size, location, and design of signs so that pedestrians and motorists are able to view buildings, structures, and the natural landscape features of the Town.
- (c) **Activities and Services Identification.** To allow for signs that clearly identify the market place, community services and the other opportunities provided within the Town.

4.17.1 Definitions.¹ For the purposes of this sign ordinance, the following terms are defined as follows:

Abandoned sign. Any sign and/or its supporting sign structure which remains without a message or placed on a property in conjunction with a particular use, that use having been subsequently discontinued for (1) the period of time provided under T.C.A. § 13-7-208(g) if the use is an industrial, commercial or other business use; or (2) a period of 180 days or more, for all other types of uses.

Auxiliary sign. A sign, that has a purpose secondary to the use of the lot on which it is located, including signs with messages such as "bakery," "pharmacy" to provide identification of ancillary or secondary uses.

¹ Ordinance should delete current definitions in section 1.3 and replace them with those listed in 4.17.1.

Awning sign. Any sign attached to, or made part of, an awning.

Bandit sign. Any sign placed within a public right-of-way, public property or on private property that is visible from a public right of way or public property intended to advertise, notify or otherwise communicate any commercial message. Bandit signs shall include lawn signs, snipe signs or any other similar signs.

Banner. Any sign, not including flags as defined herein, made of fabric or other flexible material that is mounted to a pole or otherwise mounted to allow movement caused by wind, or mounted on the ground and supported by poles.

Billboard. Any permanent off-site sign.

Canopy sign. A sign that is attached to a canopy or other covered walkway to commercial uses.

Changeable copy sign. A sign that is characterized by changeable copy, letters, symbols or numbers.

Commercial message. Any wording, logo, symbol, image or other representation that directly or indirectly names, advertises or calls attention to a business, product, service or other commercial activity in order to draw attention to a business.

Directional sign. A permanent sign erected for purposes of identification, direction or public safety.

Display case sign. A glazed enclosure for the display of directories or printed materials.

Electronic message display or electronic sign. Any sign that displays still images, scrolling images or moving images, including video and animation, utilizing a series or grid of lights that may be changed through electronic means, including but not limited to cathode ray, light emitting diode (LED) display, plasma screen, liquid crystal display (LCD), fiber optic or other electronic media or technology.

Elevation. Elevation means the view of the side, front, or rear of a given structure.

Freestanding sign means any sign that is anchored in the ground and that is independent of any building.

Flag means any fabric or bunting containing distinctive colors, patterns or symbols that is used as a symbol of a governmental, commercial or non-commercial entity.

(1) Commercial flag means any flag which displays a commercial message, as defined herein.

(2) Non-commercial flag means any flag not displaying a commercial message, as defined herein.

Hand held sign. A sign that is held by or otherwise mounted on a person.

Incidental sign. A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, including signs with messages such as "no parking", "entrance", "exit", "loading only", "no trespassing", "no hunting", "phone", "ATM", etc.

Marquee sign. A canopy or roof-like projection over the entrance to a theater, hotel, or other building, usually bearing a sign on its face or sides.

Monument sign. A self-supporting sign located on a base installed at grade and has no air space, columns, or supports visible between the ground and bottom of the sign.

Noncommercial message. Wording, logo, symbol, image, or representation that does not name, advertise or call attention to a business or commercial product, service or activity.

Nonconforming sign. Any existing permanent sign or sign structure which does not conform to the provisions of this article, but was lawfully erected and complied with the sign regulations in effect at the time it was erected.

Painted (wall) sign. A sign or information that is painted directly on the wall face of a building.

Permanent sign means any sign that is intended for other than temporary use or a limited period. A permanent sign is generally affixed or attached to the exterior of a building, or to a pole or other structure, by adhesive or mechanical means, or is otherwise characterized by construction materials, a foundation or anchoring indicative of an intent to display the sign for more than a limited period.

Portable sign. Any sign designed or intended to be readily relocated, and not permanently affixed to the ground or to a structure, regardless of modifications that limit its movability. For the purposes of this article, portable signs shall not be considered Temporary signs as defined herein.

Projecting sign. A sign which is attached to and projects perpendicular from a structure or building face.

Public right-of-way. Land dedicated for public use, usually for a public street, public infrastructure and/or waterway. For the purposes of this article, such rights-of way shall be considered to extend a minimum of ten feet from the edge of pavement, or to the dedicated right-of-way boundary, whichever is further.

Pylon sign. An on-site sign that is separated from the ground and supported by one or more poles, pole covers or columns.

Real estate sign. A temporary sign erected by the owner or the owner's agent, advertising the real property upon which the sign is located for rent, lease or sale; or a temporary sign advertising the development of a subdivision and the sale of lots.

Residential districts. Means a Zoning District primarily intended for residential uses including zones D-1, D-2 and D-3 and ~~Specific Plan (SP)~~ zoned subdivisions (or phases thereof) that allow for only residential uses. Transect, Commercial and Industrial zones are not residential districts.

Roof sign. Any sign erected wholly or partially above the roof line.

Sandwich/Sidewalk sign. A sign composed of two surfaces displaying a message or graphic and set up in a triangular shape.

Sign. Any device, fixture, placard, or structure that uses color, form, graphic, illumination, symbol, or writing to advertise, announce, or identify a person or entity, or to communicate information of any kind. "Sign" does not include: (1) Seasonal or holiday displays that do not contain a commercial message. (2) Outdoor murals, sculptures or other artworks; provided that where such outdoor art is part of a site that is subject to the planning commission's jurisdiction, the outdoor art shall be subject to the planning commission's review and approval.

Sign administrator or zoning administrator. The person(s) designated by the Town Administrator as the staff member assigned to oversee the enforcement and interpretation of this article.

Sign area. The area measured within the perimeter lines of the sign that bears the advertisement; or in the case of messages, figures, or symbols, including those attached directly to any part of a building. The term "sign area" shall include that area included in the smallest rectangle that can be made to circumscribe the message, figure, or symbol displayed for the purpose of advertisement.

Sign Area, Monument. Signs having a permanent base shall include the entire surface area of the sign on which copy could be placed, including the supporting structure or bracing of a sign and any decorative architectural treatments or caps as part of the sign area. Signs containing two faces that are back to back, the area of only one (1) face shall apply to the sign area computation.

Snipe sign. Any sign that is affixed by any means to trees, utility poles, fences or other objects, where the sign is not an incidental sign allowed herein.

Suspended sign. A small, pedestrian-oriented sign that projects perpendicular from a structure such as a canopy.

Temporary sign. Any sign, banner, valance or advertising display constructed of cloth, canvas, fabric, cardboard, plywood or other light material with or without a frame, and designed or intended to be displayed for a short period of time.

Wall Mural. Any sign designed and painted directly on the exterior wall of a structure as artwork to identify the use or uses within the building.

Wall sign. A wall area of a non-residential building built along the entire width of a principal or secondary frontage allocated for the placement of a sign above a shopfront or at the cornice.

Window sign. Any sign placed inside a window or upon a window pane. For purposes of this article, window signs may be permanent or temporary and are subject to applicable provisions herein.

4.17.2 General Provisions.

(a) *Nonconforming signs.* The utilization of a nonconforming sign, as defined in this article, may continue until the sign becomes an abandoned sign, as defined in this article or the use of the property on which the sign is located changes. In the event of a change in the use of the property, all nonconforming signs must be removed or modified to comply with the

provisions of this article. All new signs on the property must comply with the provisions of this article.

(b) *Calculations-measurement standards.* The following principles shall control the computation of sign area and sign height:

(1) *Computation of the area of individual signs.* The sign area shall be determined by computing the area of the smallest square, rectangle, circle or triangle that will encompass the extreme limits of the sign face, including any open areas within the sign face (see definition, "sign area."). Signs having a permanent base shall include the entire surface area of the sign on which copy could be placed, the supporting structure or bracing of a sign and any decorative caps as part of the sign area. Signs containing two faces that are back to back, the area of only one (1) face shall apply to the sign area computation.

(2) *Computation of height.* Sign height is measured from the average level of the grade below the sign to the topmost point of the sign. Average grade shall be the lower of existing grade prior to construction or newly established grade after construction. Any berming, filling, or excavating solely for the purpose of locating the sign, shall be computed as part of the sign height.

(c) *Design, construction and maintenance of signs.* All signs shall be designed, constructed and maintained in accordance with the follow standards:

(1) *General provisions.* All signs shall comply with applicable provisions of the adopted building and electrical codes. Except for banners, flags, temporary signs, sandwich board signs and window signs allowed hereunder, all signs shall be constructed of permanent materials that are permanently attached to the ground or a structure. All signs shall be maintained in good structural condition, in compliance with all applicable codes.

(2) *Spacing.* All permanent freestanding signs on any premises shall be spaced at minimum 150-foot intervals along each public way that views the premises, unless otherwise provided for by this article.

(3) *Sight distance triangle.* All entrance signs and freestanding signs located near the corners of an intersection, shall be located outside of the sight distance triangle. Such triangle shall be composed of two lines, measured at a distance of 20 feet running along each leg of the road or driveway pavement surfaces, and a third connecting line to form a triangular area. This area shall be free of any permanent or temporary signs that may inhibit a clear sight visibility for motorists.

(4) *Sign illumination.* Sign illumination shall only be achieved through the following standards:

a. A white, steady, stationary light of reasonable intensity may be directed solely at the sign. The light source shall be shielded from adjacent buildings and streets, and shall not be of sufficient brightness to cause glare or other nuisances to adjacent land uses.

b. Internal illumination shall provide steady, stationary lighting through translucent materials.

c. If the sign or sign structure is internally illuminated or backlit by any means, the entire lighted area shall be included within the allowable signage calculation for the site. This standard shall also apply to signs affixed to any portion of a building as an architectural feature, such as but not limited to awnings, canopies or roof lines.

d. All electrical service to ground mounted signs shall be placed underground. Electrical service to other signs shall be concealed from public view.

(5) *Setback.* All permanent signs shall be set back at least five feet from the public right-of-way, unless otherwise specified by this article. No permanent sign shall be located within a public utility or drainage easement.

(6) *Master Sign Plan Approval.* All new developments requiring subdivision plat or site plan approval shall submit a master sign plan for approval prior to construction. The master sign plan shall include a site plan showing the location of all proposed signs on the project site in relation to all existing and proposed buildings and structures. Scaled drawings showing the proposed design for all signs, including any proposed lighting for such signs. All signs within a development shall be compatible in design quality. The Master Sign Plan shall be reviewed by the Planning Commission in conjunction with the proposed subdivision plat or site plan.

(7) *Design Review Approval.* All nonresidential signs, multi-family signs and residential entrance signs shall be subject to review and approval by the Design Review Commission.

4.17.3 Prohibited Signs.

The following signs are prohibited in all zoning districts:

- (a) Signs which resemble or conflict with traffic control signs or by use of words, phrases, symbols or shape interfere with or may confuse traffic.
- (b) Pylon signs.
- (c) Bandit signs or any signs attached to public or utility poles, fences or walls visible from a public right-of-way.
- (d) Billboards and other off-premises signs, unless specifically authorized herein.
- (e) Moving, revolving or flashing signs.
- (f) Searchlights.
- (g) Inflatable signs.
- (h) Roof signs.

- (i) Signs within the public right-of-way except as may be specifically authorized, such as sidewalk signs.
- (j) Signs on parked on non-operational or unlicensed vehicles visible from a public right-of-way.
- (k) Portable signs.
- (l) Any signs that pose a safety hazard based on its construction or location, including any sign that obstructs visibility necessary for traffic safety.
- (m) Streamers and spinners.
- (n) Electronic digital message signs, except as specifically authorized herein.

4.17.4 Permitted Signs

(a) ***Signs allowed in all zoning districts.*** The signs listed below are allowed in all zoning districts, provided that such signs are on private property unless otherwise provided; that such signs are maintained in a manner that does not create a safety hazard; and that the specific restrictions set forth for each type of sign listed below shall apply wherever such a sign is erected, displayed or maintained.

(1) Any sign erected, maintained or otherwise posted, owned or leased by the federal government, the state or the city, or any official sign or notice issued or required to be displayed on private property by any court or public agency, whether permanent or temporary.

(2) A directional sign or a warning or information sign erected or authorized by any public agency, whether permanent or temporary.

(3) A private street or road name sign, located at an intersection, that does not exceed two square feet per face and does not include any commercial message.

(4) Incidental signs, as defined in this article, not exceeding two square feet in area per face.

(5) Signs denoting a property as historic and placed by or on behalf of a public agency.

(6) One building marker, limited to four square feet of sign face, may be displayed on the face of a building.

(7) Street numbers on building façades, not to exceed 12 inches in height, and street numbers and names on mailboxes.

(b) ***Signs permitted in all residential districts (including D1, D2, D3 residential zone)*** In addition to the signs permitted as otherwise provided herein, the following signs are permitted within all residential districts subject to the specifications described below:

(1) ***Subdivision entrance signs.*** Such signs shall be located at the primary entrance(s) to a development as identified on a preliminary plan approved by the planning commission. The signs shall be located on private property within a platted sign or landscape

easement or within the subdivision's common open space. The sign location shall be subject to the approval of the planning commission. Such signs shall be maintained by an established homeowners' or property owners' association.

Specifications: Sign area - 120 square feet per sign maximum per entrance, which may be divided among not more than two freestanding sign faces (no single sign face shall exceed 60 square feet); maximum of three entrance locations per subdivision; sign height - six feet, maximum; setback - ten feet, minimum.

During the period when a subdivision is under development and until the permanent subdivision entrance sign(s) is/are erected, one temporary sign per entrance may be erected within the subdivision on property owned by the developer. No such sign shall exceed 32 square feet in area on one sign face; ten feet in width; and six feet in height.

(2) *Homeowners' association signs.* One permanent freestanding sign with changeable non-commercial content may be erected and maintained by a subdivision's homeowners' or property owners' association. The sign shall be located on the subdivision's common open space or private property within the subdivision.

Specifications: Sign area - 20 square feet, maximum, which may be divided by two sign faces; sign height - six feet, maximum.

(3) *Residence signs .* One permanent freestanding sign per residence shall be allowed, with non-commercial content including but not limited to resident names or the name of the home.

Specifications : Sign area - Two square feet, maximum, except that residential tracts of ten acres or more shall be allowed two such sign faces not to exceed 12 square feet per face; sign height - four feet, maximum.

(4) *Temporary signs, including banners* and residential development signs. In addition to the other signs identified in this subsection, temporary, freestanding, non-commercial signs may be posted on any lot in a residential district at any given time. This category includes, but is not limited to: real estate signs; political signs; garage sale signs; baby announcements; lost pet signs; social/special event announcements; or any other non-commercial messages. Home occupation signs shall be considered commercial signs, and are not allowed within any residential district.

Specifications : Sign area for lots of five acres or less - 20 square feet, maximum, which may be divided into a maximum of five signs, provided that no single sign may exceed eight square feet in area; sign area for lots exceeding five acres - 32 square feet, maximum, which may be contained on one sign or multiple signs; sign height for all lots - six feet, maximum. Where a temporary sign contains two back-to-back sign faces, the sign area shall be computed using only one of the sign faces.

(5) *Non-commercial flags.*

Specifications : No flag shall exceed 40 square feet; flag pole height - 25 feet, maximum. No more than one flag pole may be erected on a lot consisting of five acres or less; for lots

exceeding five acres, one additional flag pole per acre may be erected not to exceed a maximum of three flags. Flag poles on properties exceeding five acres shall not exceed 50 feet in height. Flag poles must meet minimum yard setback requirements.

(6) All signs listed in section 4.17.4(b). Unless specifically permitted herein all other signs are prohibited.

(c) **Signs Permitted as by zoning district.** The types of signs, number of signs, maximum sign area and maximum copy height are permitted and regulated for each zoning district as shown on Table 4.25 and 4.26. Additional requirements and regulations for signs within Transect districts are shown on Table 4.27. Unless otherwise specifically permitted within these tables or below, any signs not permitted within a zone are prohibited. All permitted signs must conform to the stated regulations and specifications. In the event of any conflict between provisions within the tables and text of this sign ordinance, the more restrictive regulations and specifications shall apply.

TABLE 4.25 GENERAL TRANSECT SIGN RESTRICTIONS

SIGNTYPE	T3	T4	T5	NUMBER	MAX. SIGN AREA	MAX. COPY HEIGHT
Auxiliary			P	1	10 s.f.	n/a
Awning		P	P	1 sloping plane plus 1 valence per awning	75% of sloping plane; 75% of valence	16 in. on sloping plane; 8 in. on valence
Banner			P	1 per frontage	48 s.f.	n/a
Canopy			P	1 per canopy	2 s.f. per linear foot of shop-front	30 in. max.
Directional		P	P	n/a	12 s.f.	n/a
Display Case			P	1 per business	6 s.f.	n/a
Fuel Pricing				1 per business	32 s.f.	n/a
Marquee			P	1 per entry	n/a	n/a
Monument			P	1 per frontage	36 s.f.	n/a
Projecting		P	P	1 per tenant	6 s.f.	8 in.
Sidewalk / Sandwich		P	P	1 per tenant	9 s.f.	n/a
Suspended		P	P	1 per entry	6 s.f.	8 in.
Wall			P	1 per frontage	3 s.f. per 1 linear ft. up to 90% of the building width	18 in. / 36 in. for more than one line of copy
Window		P	P	1 per window	25% of glazed area	12 in.

TABLE 4.26 GENERAL USE DISTRICT SIGN RESTRICTIONS

SIGN TYPE	NC	CC	IL	IM	NUMBER	MAX. SIGN AREA	MAX. COPY HEIGHT
Auxiliary	P	P	P	P	2	10 s.f.	n/a
Awning	P	P	P	P	1 sloping plane plus 1 valence per awning	75% of sloping plane; 75% of valence	16 in. on sloping plane; 8 in. on valence
Banner		P	P	P	1 per frontage	48 s.f.	n/a
Canopy	P	P	P		1 per canopy	2 s.f. per linear foot of shop-front	30 in. max.
Directional	P	P	P	P	4	25 s.f.	n/a
Fuel Pricing		P	P	P	1 per business	32 s.f.	n/a
Marquee	P				1 per entry	n/a	n/a
Monument	P	P	P	P	1 per frontage	80 s.f.	8 ft.
Projecting	P	P	P		1 per tenant	1.5 s.f. per 1 linear ft.	n/a
Wall	P	P	P	P	1 per frontage	1.5 s.f. per 1 linear ft.	24 in. / 36 in. for more than one line of copy
Window	P	P	P		1 per window	25% of glazed area	12 in.

(d) **Signs permitted in Transect, Commercial and Industrial zoning districts.** In addition to the signs permitted by zoning district as shown on Table 4.25 and 4.26 or as otherwise specifically permitted herein, the following signs are permitted within all Transect, Commercial and Industrial zoning districts subject to the specifications described below:

(1) **Gas station business signs.** In addition to any other signs allowed on the property, gas stations shall be allowed to display the following signs:

a. **Fuel pricing signs.** One (1) fuel pricing sign may be approved per gas service station, which may include non-flashing electronic digital messaging.

Specifications: Shall be located within a landscape planter a minimum of 15 feet from the right-of-way and may not exceed 32 square feet in sign area and five (5) feet in height. Fuel pricing signs are prohibited on the pump canopy. All fuel pricing signs shall be reviewed by the DRC and shall be designed and constructed of materials consistent with the primary building.

b. **Gasoline pump signs.** Signage may be mounted on each pump façade.

Specifications: not to exceed a total of two square feet per pump.

c. **Canopy signs.** When the property includes an enclosed principal structure, the area of all canopy signs shall be calculated and deducted from the total allowable wall sign area. Except for the measurable area of the canopy sign, no internal illumination or back lighting of the canopy surface or canopy roof line shall be allowed.

Specifications: See Table 4.26

d. **Signs displaying information required by state and federal law pertaining to the sale of motor fuel or kerosene.** Signs displaying such information shall not be counted toward the number of signs otherwise allowed on the property, provided that no other content is displayed on such signs beyond that required by law.

(2) **Monument Signs.** Monument signs with a maximum height of eight (8) feet and a maximum square footage of 80 square feet shall be permitted with a minimum of 100 feet of linear road frontage with the approval of a sign permit. If more than one parcel makes up a commercial center, the sign shall include the name of the businesses within the entire commercial center. Two monument signs may be permitted for sites with more than one road frontage exceeding 750 feet and over five acres in size. Monument signs shall be separated by 150 feet.

(3) **Window Signs.** Window signs with a maximum square footage of 25% of total window area may be permitted with the approval of a sign permit.

(4) **Directional Signs.** On-site directional signs shall be no more than two (2) square feet in sign area and shall not exceed four (4) feet in height. A maximum of four (4) directional signs will be allowed to provide physical direction to drive-thrus, entrances, etc. Sites with complex internal circulation, multiple entrances/exits, or five acres or more may be permitted additional signage under a sign plan.

(5) **Auxiliary Signs.** Auxiliary wall signs may be permitted for ancillary uses and shall not exceed 10 square feet in sign area. A maximum of two signs may be allowed and shall be placed on the elevation with the primary entrance.

(6) **Temporary signs.** Temporary freestanding signs, excluding sandwich signs, shall be limited to two per lot at any given time and a display period not to exceed 60 days per lot for all such signs in any calendar year. All businesses shall apply for a temporary sign permit for a specific time prior to erecting a temporary sign. During any period when a parcel is offered for sale or property within the parcel is offered for lease, one additional temporary freestanding sign may be displayed without the need for a permit.

Specifications: Sign area - 12 square feet sign maximum, which may be divided by a maximum of two sign faces; sign height - 4 feet, maximum. Temporary signs shall be located at least ten feet from the back of the street curb, edge of pavement or stabilized shoulder, unless a greater distance is required to remove such sign from the public right-of-way or sight distance triangle. No temporary signs shall be permitted within any median which is within a public right-of-way.

(6) **Non-commercial flags.**

Specifications: No flag shall exceed 40 square feet; flag pole height - 25 feet, maximum. No more than one flag pole may be erected on a lot consisting of five acres or less; for lots exceeding five acres, one additional flag pole per acre may be erected not to exceed a maximum of three flags. Flag poles on properties exceeding five acres shall not exceed 50 feet in height. Flag poles must meet minimum yard setback requirements.

4.17.5 Transect, Commercial and Industrial Sign Regulations. All signs permitted in Transect, Commercial and Industrial Zones as shown on Tables 4.25 and 4.26 shall be subject to the Regulations and requirements as shown on Table 4.27.

TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS





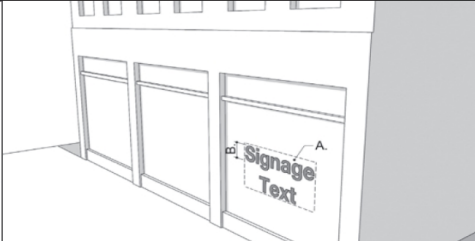
AWNING SIGN	
Requirements	<p>A. Valence sign area must maintain a 1 in. border.</p> 
CANOPY SIGN	
Requirements	<p>A. Canopy signs copy may not exceed 30 in. in height.</p> <p>B. Canopy signs may be externally illuminated or neon.</p> <p>C. Fixtures must be shielded to prevent glare.</p> <p>D. Conduit, raceways, and wiring may not be exposed to view from the sidewalk.</p> 
MARQUEE SIGN	
Requirements	<p>A. Marquee signs copy may project to within 2 ft. of the curb.</p> <p>B. Marquee signs must maintain 10 ft. clearance above sidewalk.</p> <p>C. Marquee signs may be combined with a canopy sign or projecting sign.</p> <p>D. Fixtures must be shielded to prevent glare.</p> <p>E. Conduit, raceways, and wiring may not be exposed to view from the sidewalk.</p> 
MONUMENT SIGN	
Requirements	<p>A. Monument signs may not exceed 8 ft. in height or width.</p> <p>B. Monument signs must be located at or behind the setback.</p> <p>C. Fixtures must be shielded to prevent glare.</p> <p>C. Conduit, raceways, and wiring may not be exposed to view from the sidewalk.</p> 

TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS

PROJECTING SIGN	
<p>Requirements</p> <ul style="list-style-type: none"> A. Projecting signs may project up to 2 ft. from the facade. B. Projecting signs must maintain 8 ft. clearance above sidewalk. C. Projecting signs may be double sided. 	
SIDEWALK SIGN	
<p>Requirements</p> <ul style="list-style-type: none"> A. Sign height may not exceed 42 in. B. Sign width may not exceed 30 in. C. Signs may not be located within 3 ft. of curb. 	
WALL SIGN	
<p>Requirements</p> <ul style="list-style-type: none"> A. Wall signs copy may not exceed 18 in. in height. B. Wall signs may be up to 90% of the building width. C. Wall signs may be externally illuminated. C. Fixtures must be shielded to prevent glare. D. Conduit, raceways, and wiring may not be exposed to view from the sidewalk. 	
WALL MURAL SIGN	
<p>Requirements</p> <ul style="list-style-type: none"> A. Only text or graphics painted directly on the wall or a graphic mural are permitted. B. Sign width is restricted to 50 ft. maximum. C. Sign height is restricted to building height. 	

TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS

WINDOW SIGN	
Requirements	<p>A. Window signs may not exceed 25% of the glazed area.</p> <p>B. Copy text may not exceed 12 in. in height.</p> <p>C. The following window signs are permitted: letters painted directly on the window, neon signs, LED signs, signs hung behind the glass, vinyl applique letters applied to the window.</p>



4.17.6 Administration and enforcement.

(a) *Regulatory enforcement.* The sign administrator is hereby authorized and directed to enforce all of the provisions of this article. This authority empowers the sign administrator to perform any necessary inspections, or to have such inspections conducted on the sign administrator's behalf. The sign administrator may direct that citations be issued for violations of the provisions of this article.

(b) *Violation notice.* The sign administrator shall order the removal of any sign erected or maintained in violation of this article, providing the owner or tenant of the premises upon which the offending sign is located is given ten days' written notice to comply with the provisions of this article. If, after ten days, the property owner or tenant has failed to comply with this article, a citation to municipal court shall be issued. When good faith efforts to bring a sign into compliance have begun within ten days of the notice of violation, the sign administrator may extend the time period for compliance with this article to a period not to exceed 30 days. In cases where the owner of the premises has previously been notified of violations on two or more occasions, a citation may be issued without prior written notice.

(c) *Impoundment/disposal of signs.* The sign administrator, the municipal codes officer and their designees shall have the authority to remove without notice any illegal sign on the public right-of-way or other public property, or any illegal sign attached to fences, posts, utility poles or natural features such as trees. Such signs shall be considered litter and shall be subject to disposal.

(d) *Letter of compliance.* Prior to erecting or displaying a sign, a property owner or tenant or the agent of a property owner or tenant may submit a written request to the sign administrator for verification that the sign as proposed complies with the requirements of this article. The sign administrator may require that any person requesting such verification complete such forms or submit such information as may be needed by the sign administrator to make a determination.

4.17.6 Severability clause

If any subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

ORDINANCE NO. 2017-011

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTIONS 1.3 (DEFINITIONS), 2.2.3 (RESIDENTIAL SUBDIVISIONS, WORKPLACE COMMERCIAL CENTER), 3.3.7 (HILLSIDE AND RIDGELINE DEVELOPMENT), AND 4.17 (SIGNS) AND ADD SECTION 3.9.23 FOR STREET LIGHTING WITHIN SUBDIVISIONS OF THE LAND DEVELOPMENT ORDINANCE.

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

WHEREAS, after a thorough review of the standards within the LDO, changes are recommended to the text of the ordinance as follows:

Section 1.3 – Horticulture: The use of land for the growing or production for income of fruits, vegetables, flowers, nursery stock, including ornamental plants and trees.

Plant and forest nursery: An operation for the cultivating, harvesting and sale of trees, shrubs, plants, flowers and other landscape materials.

Remove section 2.2.3.c.

Section 3.9.23 – The 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 specifications 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.

Section 3.3.7 – Hillside or Steep Slope Development. The resource inventory map must include a slope analysis that identifies all natural slopes in excess of 15% on the project site and all ridgelines. Disturbance, grading and development of natural slopes exceeding 15% shall be governed by this section and any lot that exceeds 15% slope shall be designated as a critical lot. In addition, any development that will result in more than 5% critical lots shall require additional preconstruction evaluation including a mass grading plan to be submitted during the preliminary plat phase. Design features such as larger lots may be required to reduce disruption and encourage lots to utilize existing contours reducing overall impacts. All proposed construction on slopes in excess of 15% shall submit engineered foundation and grading plans and an engineering report to address all site specific issues for review and approval by the Town's Engineer or Engineering Consultant prior to the issuance of a building permit. Development on slopes exceeding 25% is prohibited. Slopes exceeding 25% may be counted toward meeting open space requirements.

Ridgeline or Hilltop Development. In order to protect, preserve and minimize impacts on natural ridgelines and hilltops within the Town, the Town has identified these areas on the Ridgeline and Hilltop Protection Area (RHPA) map as shown (Exhibit F). Development within the areas shown on this map shall be prohibited except by special exception approval

by the BZA pursuant to Section 5.5.4(j). In addition to the criteria set out in 5.5.4(j), any development that is proposed within the RHPA shall also meet the following conditions: (i) have a minimum lot size of five (5) acres; and (ii) no structures within the RHPA may exceed one story, excluding a basement and may not exceed 25 feet at its highest point. Any land outside of residential lots within the RHPA may counted toward meeting open space requirements.

Section 4.17 – Sign Standards. See exhibit A.

Exhibit F – Ridgeline and Hilltop Protection Area Map – See exhibit B.

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

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

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

Section 1. That the Town of Thompson’s Station’s Land Development Ordinance is hereby amended by adopting the changes as set out in 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 _____, 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading:

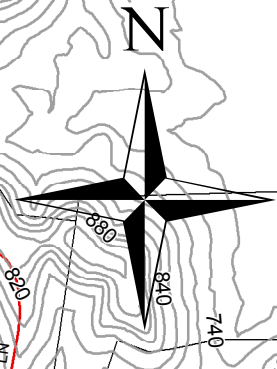
Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2017, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2017.

Recommended for approval by the Planning Commission on the 25th day of July, 2017.

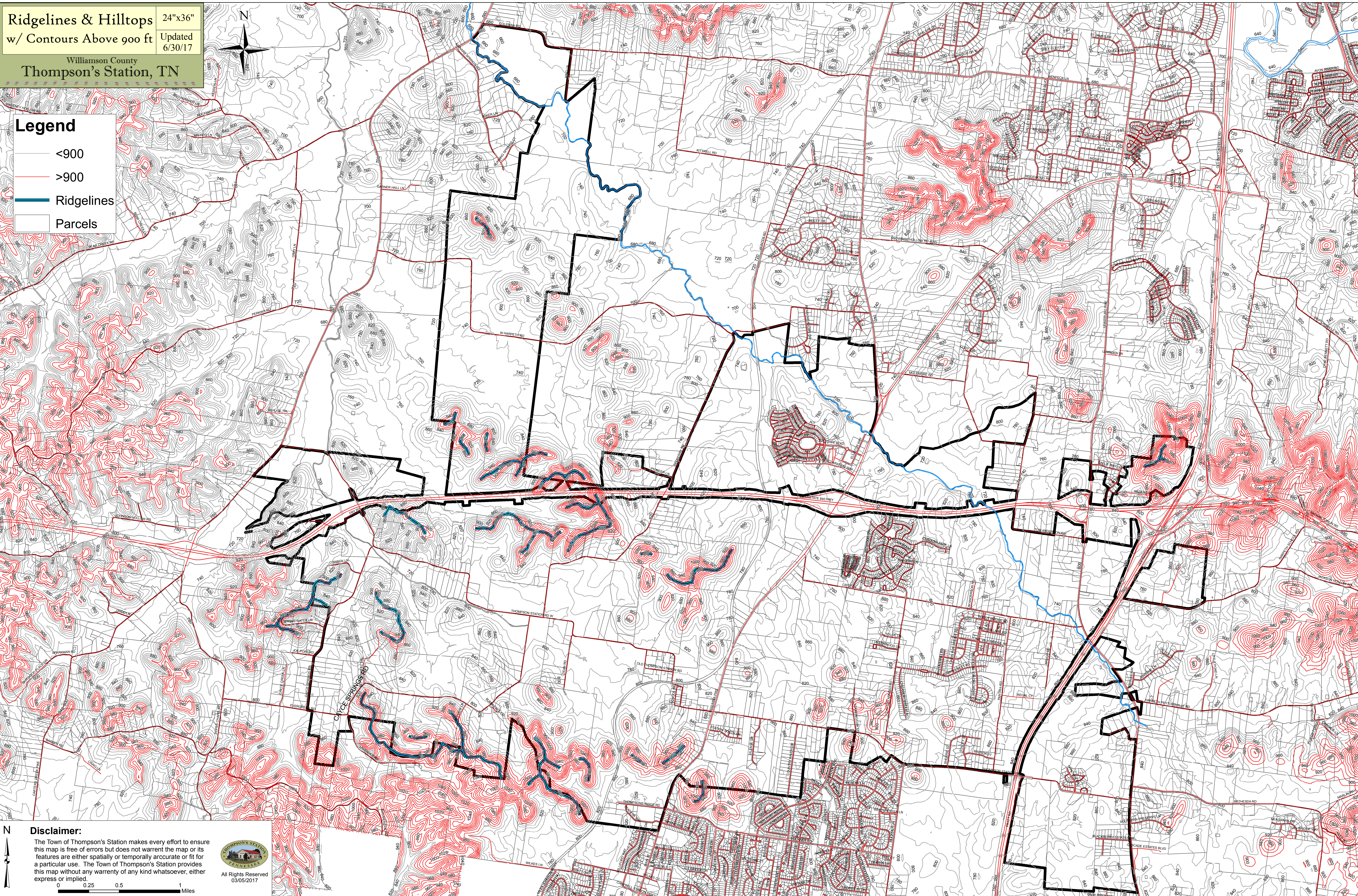
APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



Legend

- <900
- >900
- Ridgelines
- Parcels



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

All Rights Reserved
03/05/2017

Proclamation

JOINING THE Williamson County School SYSTEM AND PROCLAIMING SEPTEMBER AS “BE NICE” MONTH IN THOMPSON’S STATION WHERE EVERY 1 COUNTS

WHEREAS Thompson’s Station has a tradition of southern hospitality and graciousness and values the culture of kindness that was born out of the “BE NICE” movement created by Fairview High School students and staff and adopted by all Williamson County students and staff; and,

WHEREAS , Thompson’s Station can serve to be an example of what counties can aspire to through individuals simply being nice, doing good and by giving where there is a need; and,

WHEREAS, The theme for Be Nice is Every 1 Counts in 2017-18; and,

WHEREAS, Our Town and its citizens, business and public servants continue their efforts at being kind and encouraging have joined together to promote a campaign of niceness that celebrates and strengthens the spirit of Thompson’s Station and all those who live, work and play here;

NOW, THEREFORE, BE IT RESOLVED, that I, Corey Napier, as Mayor of Thompson’s Station, do hereby proclaim the month of September, 2017 as

**“BE NICE” MONTH
in Thompson’s Station**

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the great seal of the Town of Thompson’s Station to be affixed in Thompson’s Station, this 12th day of September, 2017.

Corey Napier, Mayor of Thompson’s Station

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



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

DATE: September 7, 2017
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: TA Report 9/12/2017

TDOT SIA Project –

The pedestrian undercrossing is complete and base work for the roadway on the west side of Columbia Pike is proceeding. There are a few adjustments that need to be made to the overhead utilities before the traffic signal can be installed. This has been delayed due to the electric crews being sent to Texas to assist with hurricane recovery. Overall, the project is still on schedule for completion at the end of the month.

Critz Lane Re-alignment –

Parchman Construction has completed the site survey and has cleared the ROW for construction. Topsoil removal is to begin soon as this was delayed due to weather. The Town has settled the Hill condemnation case for the total additional cost of \$22,700. We continue to work with the Ferrari family on finalizing the ROW acquisition through their property.

Critz Lane Redesign –

A town hall session has been scheduled for the Critz Lane redesign project on Monday, September 18 from 5-7PM at the Community Center. We will have project maps showing the proposed alignment, intersection details, and proposed elevation changes. Letters are being mailed to all addresses along the corridor and we will push out notifications via the Town website and facebook page.

Dog & Pony Show –

Our fall festival is scheduled for Saturday, September 30 at Sarah Benson Park. Similar setup as in years past including the Vanderbilt Kids Stage, pumpkin painting, pumpkin chunkin, bounce houses, live music, canine and equestrian shows, and 50-60 craft/food vendors. The event opens at 9AM with most activities starting at 10AM. There will also be a 5K trail race hosted by the Nashville Running Company at 8AM.

The event website is www.thompsonsstationdogandpony.com

Meeting Videos –

We are still working out a few issues with posting the video of meetings held at the Community Center. Should have a solution in the next few days. We'll keep you posted if any additional issues arise.



**Town of Thompson's Station
Cash Balance Report
As of August 31, 2017**

	July 2017	August 2017
General Fund:		
Checking Account	144,522	77,356
Money Market Investment Accounts	7,094,581	6,897,133
	Total General Fund Cash	6,974,489
Less: Developer Cash Bonds Held	(424,800)	(424,800)
Less: County Mixed Drink Tax Payable	(670)	(678)
Less: Debt Principal Payments Due within 12 Months	(115,300)	(115,300)
Less: Hall Tax Refund Owed to State	(268,153)	(268,153)
Less: Accounts Payable	(288,319)	-
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(246,627)	(250,208)
Less: Capital Projects (Original Allocation)		
Parks (100,000 + 165,000)	(162,675)	(162,675)
New Town Hall Design (25,000)	(3,000)	-
New Town Hall Construction Docs (75,600)	(45,820)	(45,820)
Critz Lane Redesign (596,000)	(457,740)	(390,540)
Critz Lane Realignment Construction (1,200,000+200,000)	(1,073,850)	(1,073,850)
Clayton Arnold / T. S. Rd E Intersection (38,750)	(17,000)	(17,000)
Cash Available - General Fund	4,135,150	4,225,465
Wastewater Fund:		
Checking Account	107,840	89,387
Money Market Investment Accounts	2,219,571	2,295,275
	Total Wastewater Fund Cash	2,384,662
Less: Lagoon Clean Out (Professional Fees) (445,000)	(25,420)	(25,420)
Less: Debt Principal Payments Due within 12 Months	(111,111)	(111,111)
Less: Capital Projects (Original Allocation)	-	-
Cash Available - Wastewater Fund	2,190,880	2,248,131
Total Cash Available	6,326,030	6,473,596



**Town of Thompson's Station
General Fund Revenue Analysis
As of August 31, 2017**

**Year to Date
Budget versus Actual**

	<u>July 2017</u>	<u>August 2017</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
General Government Revenues:					
31111 Real Property Tax Revenue	1,653	1,843	228,000	1%	
31310 Interest & Penalty Revenue	10	14	-		
31610 Local Sales Tax - Trustee	67,237	141,400	850,000	17%	
31710 Wholesale Beer Tax	9,853	17,924	100,000	18%	
31720 Wholesale Liquor Tax	942	2,013	6,000	34%	
31810 City Portion of County Priv Tax	5,002	8,584	65,000	13%	
31900 CATV Franchise Fee Income	3,569	6,702	15,000	45%	
32000 Beer Permits	-	24	500	5%	
32200 Building Permits	44,645	78,045	300,000	26%	
32230 Submittal & Review Fees	1,665	2,765	30,000	9%	
32245 Miscellaneous Fees	20	120	1,000	12%	
32260 Business Tax Revenue	642	2,183	75,000	3%	
33320 TVA Payments in Lieu of Taxes	-	-	30,000	0%	
33510 Local Sales Tax - State	19,238	38,889	330,000	12%	
33520 State Income Tax	-	-	100,000		
33530 State Beer Tax	-	-	1,000	0%	
33535 Mixed Drink Tax	670	1,347	12,000	11%	
33552 State Streets & Trans. Revenue	451	903	8,000	11%	
33553 SSA - Motor Fuel Tax	4,268	8,854	75,000	12%	
33554 SSA - 1989 Gas Tax	684	1,417	12,000	12%	
33555 SSA - 3 Cent Gas Tax	1,270	2,629	20,000	13%	
36120 Interest Earned - Invest. Accts	1,846	4,398	12,000	37%	
37746 Parks Revenue	4,476	6,427	15,000	43%	
37747 Parks Deposit Return	(500)	(600)	(5,000)	12%	
37990 Other Revenue	775	1,550	10,000	16%	
Total general government revenue	<u>168,415</u>	<u>327,430</u>	<u>2,290,500</u>		
Non-Operating Income:					
32300 Impact Fees	70,155	119,310	550,000	22%	
38000 Transfer from Reserves	-	-	4,301,331		
Total non-operating revenue	<u>70,155</u>	<u>119,310</u>	<u>4,851,331</u>		
Total revenue	<u>238,570</u>	<u>446,740</u>	<u>7,141,831</u>		



**Town of Thompson's Station
General Fund Revenue Analysis
As of August 31, 2017**

**Month to Month
Trend Analysis**

	July 2017	August 2017	Current Change	Comment
General Government Revenues:				
31111 Real Property Tax Revenue	1,653	190	(1,463)	
31310 Interest & Penalty Revenue	10	4	(6)	
31610 Local Sales Tax - Trustee	67,237	74,163	6,927	
31710 Wholesale Beer Tax	9,853	8,071	(1,782)	
31720 Wholesale Liquor Tax	942	1,071	129	
31810 City Portion of County Priv Tax	5,002	3,582	(1,421)	
31900 CATV Franchise Fee Income	3,569	3,132	(437)	
32000 Beer Permits	-	24	24	
32200 Building Permits	44,645	33,400	(11,245)	
32230 Submittal & Review Fees	1,665	1,100	(565)	
32242 Miscellaneous Fees	20	100	80	
32260 Business Tax Revenue	642	1,541	899	
33320 TVA Payments in Lieu of Taxes	-	-	-	
33510 Local Sales Tax - State	19,238	19,651	413	
33520 State Income Tax	-	-	-	
33530 State Beer Tax	-	-	-	
33535 Mixed Drink Tax	670	678	8	
33552 State Streets & Trans. Revenue	451	452	1	
33553 SSA - Motor Fuel Tax	4,268	4,586	319	
33554 SSA - 1989 Gas Tax	684	733	48	
33555 SSA - 3 Cent Gas Tax	1,270	1,360	90	
36120 Interest Earned - Invest. Accts	1,846	2,552	706	
37746 Parks Revenue	4,476	1,951	(2,524)	
37747 Parks Deposit Return	(500)	(100)	400	
37990 Other Revenue	775	775	-	
Total general government revenue	<u>168,415</u>	<u>159,015</u>	<u>(9,400)</u>	
Non-Operating Income:				
32300 Impact Fees	70,155	49,155	(21,000)	
38000 Transfer from Reserves	-	-	-	
Total non-operating revenue	<u>70,155</u>	<u>49,155</u>	<u>(21,000)</u>	
Total revenue	<u>238,570</u>	<u>208,170</u>	<u>(30,400)</u>	



Town of Thompson's Station
General Fund Expenditure Analysis
As of August 31, 2017

Year to Date
 Actual versus Budget

	July 2017	August 2017	Budget	% of Budget	Comment
General Government Expenditures:					
41110 Salaries	46,709	104,608	586,000	18%	
41141 FICA	2,886	6,467	38,250	17%	
41142 Medicare	675	1,513	8,500	18%	
41147 SUTA	172	172	4,000	4%	
41161 General Expenses	-	-	1,000	0%	
41211 Postage	-	52	1,000	5%	
41221 Printing, Forms & Photocopy	378	757	6,000	13%	
41231 Legal Notices	-	57	3,000	2%	
41235 Memberships & Subscriptions	844	2,282	3,700	62%	
41241 Utilities - Electricity	823	1,280	12,000	11%	
41242 Utilities - Water	193	193	2,500	8%	
41244 Utilities - Gas	84	84	2,000	4%	
41245 Telecommunications Expense	220	540	7,000	8%	
41252 Prof. Fees - Legal Fees	15,745	28,408	120,000	24%	
41253 Prof. Fees - Auditor	-	3,000	18,000	17%	
41254 Prof. Fees - Consulting Engineers	-	4,950	45,000	11%	
41259 Prof. Fees - Other	-	2,475	50,000	5%	
41264 Repairs & Maintenance - Vehicles	-	1,395	10,000	14%	
41265 Parks & Recreation Expense	500	2,033	40,000	5%	
41266 Repairs & Maintenance - Buildings	40	1,022	30,000	3%	
41268 Repairs & Maintenance - Roads	1,572	10,738	838,770	1%	
41269 SSA - Street Repair Expense	-	-	115,000	0%	
41270 Vehicle Fuel & Oil	-	906	15,000	6%	
41280 Travel	-	-	2,500	0%	
41285 Continuing Education	105	1,017	5,500	18%	
41289 Retirement	2,340	5,228	28,580	18%	
41291 Animal Control Services	3,919	3,919	4,000	98%	
41300 Economic Development	200	5,200	7,500	69%	
41311 Office Expense	2,062	3,378	40,000	8%	
41511 Insurance - Property	4,518	4,518	2,500	181%	
41512 Insurance - Workers Comp.	7,159	7,159	13,000	55%	
41513 Insurance - Liability	-	-	4,500	0%	
41514 Insurance - Medical	8,185	16,614	90,000	18%	
41515 Insurance - Auto	-	-	1,700	0%	
41516 Insurance - E & O	-	-	11,000	0%	
41551 Trustee Commission	3	6	6,000	0%	
41691 Bank Charges	-	-	2,000	0%	
41720 Donations	-	-	-	0%	
41800 Emergency Services	68,041	68,041	93,000	73%	
41899 Other Expenses	-	-	10,000	0%	
Total general government expenditures	167,374	288,012	2,278,500		
General government change in net position	1,041	39,419	12,000		
Non-Operating Expenditures:					
41940 Capital Projects	250	67,450	4,570,100	1%	
41944 Capital Projects - Parks	-	-	153,231	0%	
48000 Transfer to Reserves	70,946	91,279	-	0%	
49030 Capital Outlay Note Payment	-	-	140,000	0%	
Total non-operating expenditures	71,196	158,729	4,863,331		
Non-operating change in net position	(1,041)	(39,419)	(12,000)		
Total expenditures	238,570	446,741	7,141,831		
Change in Net Position	0	(0)	-		



Town of Thompson's Station
General Fund Expenditure Analysis
As of August 31, 2017

Month to Month
Trend Analysis

	July 2017	August 2017	Current Change	Comment
General Government Expenditures:				
41110 Salaries	46,709	57,899	11,189	3 payrolls in August
41141 FICA	2,886	3,581	695	
41142 Medicare	675	838	163	
41147 SUTA	172	-	(172)	
41161 General Expenses	-	-	-	
41211 Postage	-	52	52	
41221 Printing, Forms & Photocopy	378	379	1	
41231 Legal Notices	-	57	57	
41235 Memberships & Subscriptions	844	1,438	594	
41241 Utilities - Electricity	823	457	(366)	
41242 Utilities - Water	193	-	(193)	
41244 Utilities - Gas	84	-	(84)	
41245 Telecommunications Expense	220	320	100	
41252 Prof. Fees - Legal Fees	15,745	12,663	(3,082)	
41253 Prof. Fees - Auditor	-	3,000	3,000	
41254 Prof. Fees - Consulting Engineers	-	4,950	4,950	
41259 Prof. Fees - Other	-	2,475	2,475	
41264 Repairs & Maintenance - Vehicles	-	1,395	1,395	
41265 Parks & Recreation Expense	500	1,533	1,033	
41266 Repairs & Maintenance - Buildings	40	982	942	
41268 Repairs & Maintenance - Roads	1,572	9,166	7,594	Guardrail Repair
41269 SSA - Street Repair Expense	-	-	-	
41270 Vehicle Fuel & Oil	-	906	906	
41280 Travel	-	-	-	
41285 Continuing Education	105	912	807	
41289 Retirement	2,340	2,888	548	
41291 Animal Control Services	3,919	-	(3,919)	
41300 Economic Development	200	5,000	4,800	Williamson Inc.
41311 Office Expense	2,062	1,316	(746)	
41511 Insurance - Property	4,518	-	(4,518)	
41512 Insurance - Workers Comp.	7,159	-	(7,159)	
41513 Insurance - Liability	-	-	-	
41514 Insurance - Medical	8,185	8,429	243	
41515 Insurance - Auto	-	-	-	
41516 Insurance - E & O	-	-	-	
41551 Trustee Commission	3	3	-	
41691 Bank Charges	-	-	-	
41720 Donations	-	-	-	
41800 Emergency Services	68,041	-	(68,041)	Williamson County Sheriff
41899 Other Expenses	-	-	-	
Total general government expenditures	<u>167,374</u>	<u>120,638</u>	<u>(46,735)</u>	
Non-Operating Expenditures:				
41940 Capital Projects	250	67,200	66,950	Critz Lane Redesign
41942 Capital Projects - Grants	-	-	-	
41944 Capital Projects - Parks	-	-	-	
48000 Transfer to Reserves	70,946	(224,362)	(295,308)	
49030 Capital Outlay Note Payment	-	-	-	
Total non-operating expenditures	<u>71,196</u>	<u>(157,162)</u>	<u>(228,358)</u>	
Total expenditures	<u>238,570</u>	<u>(36,524)</u>	<u>(275,093)</u>	



Town of Thompson's Station
General Fund Capital Expenditures Report
Fiscal Year to Date as of August 31, 2017

Capital Projects - General Fund		YTD 2018	Current Budget	Pending Budget *
a	New Town Hall Design	0	0	0
a	New Town Hall Construction Documents	0	0	45,820
a	New Town Hall Construction	0	1,200,000	0
a	Critz Lane Realignment Construction	250	474,100	1,073,850
a	Critz Lane Redesign	67,200	396,000	390,540
a	Clayton Arnold / TS Road E. Intersection	0	0	17,000
a	Critz Lane Improvements	0	2,500,000	0
b	Grant Projects	0	0	0
c	Parks	0	153,231	162,675
Total Capital Improvements		67,450	4,723,331	1,689,885

* Reconciled with Cash Report

Capital Projects - General Fund		July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	YTD Total
a	New Town Hall Design													-
a	New Town Hall Construction Documents													-
a	New Town Hall Construction													-
a	Critz Lane Realignment Construction	250												250
a	Critz Lane Redesign		67,200											67,200
a	Clayton Arnold / TS Road E. Intersection													-
a	Critz Lane Improvements													-
b	Grant Projects													-
c	Parks													-
Total Capital Improvements		250	67,200	-	-	-	-	-	-	-	-	-	-	67,450

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

- a 41940 Capital Projects
- b 41942 Capital Projects - Grants
- c 41944 Capital Projects - Parks



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of August 31, 2017

Year to Date
Actual versus Budget

	<u>July 2017</u>	<u>August 2017</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
Revenues:					
3100 Wastewater Treatment Fees	78,886	165,722	925,000	18%	
3101 Septage Disposal Fees	750	1,350	10,000	14%	
3105 Late Payment Penalty	976	1,860	-	100%	
3109 Uncollectible Accounts	-	-	(5,000)	0%	
4009 Returned Check Charges	-	-	-	100%	
Total revenues	<u>80,612</u>	<u>168,931</u>	<u>930,000</u>		
Operating Expenses:					
Supply and Operations:					
4010 Payroll Expense	8,314	20,778	150,000	14%	
4210 Permits & Fees Expense	651	651	7,500	9%	
4220 Laboratory Water Testing	-	150	7,500	2%	
4230 Supplies Expense	-	1,352	5,000	27%	
4240 Repairs & Maint. Expense	-	998	82,000	1%	
4250 Postage, Freight & Express Chgs	456	912	6,000	15%	
4280 Billing Charges	520	1,038	12,000	9%	
4310 Utilities - Electric	5,460	13,093	100,000	13%	
4320 Utilities - Water	278	339	5,000	7%	
4350 Telecommunications	-	-	2,500	0%	
4390 Insurance Expense	19,808	19,808	21,000	94%	
4395 Insurance - Employee Medical	-	-	30,000	0%	
4400 Prof. Fees-Consulting Engineers	-	-	50,000	0%	
4420 Prof. Fees - Auditor	-	-	2,000	0%	
4490 Prof. Fees - Other	-	-	109,700	0%	
4710 Payroll Taxes - FICA	514	1,285	10,000	13%	
4720 Payroll Taxes - Medicare	120	301	2,200	14%	
4730 Payroll Taxes - SUTA	-	-	3,600	0%	
4789 Employee Retirement Expense	415	1,036	7,500	14%	
4800 Bank Charges	-	-	500	0%	
4900 Other Expense	-	-	1,000	0%	
Total supply and operations	<u>36,536</u>	<u>61,742</u>	<u>615,000</u>		
Depreciation					
4990 Depreciation Expense	<u>25,968</u>	<u>51,936</u>	<u>315,000</u>	<u>16%</u>	
Total operating expenses	<u>62,504</u>	<u>113,678</u>	<u>930,000</u>		
Operating result	18,109	55,253	-		
Non-Operating Income (Expense):					
3300 Tap Fees	57,626	90,252	550,000	16%	
3902 Interest Income - Invest Accts	678	1,382	5,000	28%	
4100 Capital Expenditures	-	-	(45,000)	0%	
4993 Loan Repayment-Franklin Synergy	-	-	-		
4994 Interest Expense	<u>(1,339)</u>	<u>(2,703)</u>	<u>(15,000)</u>	<u>18%</u>	
Total non-operating income	<u>56,966</u>	<u>88,932</u>	<u>495,000</u>		
Change in Net Position	<u>75,074</u>	<u>144,185</u>	<u>495,000</u>		



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of August 31, 2017

Month to Month
Trend Analysis

	<u>July 2017</u>	<u>August 2017</u>	<u>Current Change</u>	<u>Comment</u>
Revenues:				
3100 Wastewater Treatment Fees	78,886	86,835	7,949	
3101 Septage Disposal Fees	750	600	(150)	
3105 Late Payment Penalty	976	883	(93)	
3109 Uncollectible Accounts	-	-	-	
4009 Returned Check Charges	-	-	-	
Total revenues	<u>80,612</u>	<u>88,319</u>	<u>7,706</u>	
Operating Expenses:				
Supply and Operations:				
4010 Payroll Expense	8,314	12,464	4,150	3 payrolls in August
4210 Permits & Fees Expense	651	-	(651)	
4220 Laboratory Water Testing	-	150	150	
4230 Supplies Expense	-	1,352	1,352	
4240 Repairs & Maint. Expense	-	998	998	
4250 Postage, Freight & Express Chgs	456	456	-	
4280 Billing Charges	520	518	(2)	
4310 Utilities - Electric	5,460	7,633	2,173	
4320 Utilities - Water	278	62	(216)	
4390 Insurance Expense	19,808	-	(19,808)	
4400 Prof. Fees-Consulting Engineers	-	-	-	
4420 Prof. Fees - Auditor	-	-	-	
4490 Prof. Fees - Other	-	-	-	
4710 Payroll Taxes - FICA	514	771	257	
4720 Payroll Taxes - Medicare	120	180	60	
4730 Payroll Taxes - SUTA	-	-	-	
4789 Employee Retirement Expense	415	622	207	
4800 Bank Charges	-	-	-	
4900 Other Expense	-	-	-	
Total supply and operations	<u>36,536</u>	<u>25,207</u>	<u>(11,329)</u>	
Depreciation				
4990 Depreciation Expense	25,968	25,968	-	
Total operating expenses	<u>62,504</u>	<u>51,175</u>	<u>(11,329)</u>	
Operating result	18,109	37,144	19,035	
Non-Operating Income (Expense):				
3300 Tap Fees	57,626	32,626	(25,000)	
3902 Interest Income - Invest Accts	678	704	25	
4100 Capital Expenditures	-	-	-	
4994 Interest Expense	(1,339)	(1,364)	(25)	
Total non-operating income	<u>56,966</u>	<u>31,967</u>	<u>(24,999)</u>	
Change in Net Position	<u>75,074</u>	<u>69,111</u>	<u>(5,964)</u>	