Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
September 14, 2021

Meeting Called To Order

Pledge Of Allegiance

Consent Agenda

A. Consideration Of The Minutes Of The August 2, 2021, Special Called BOMA Meeting.

Documents:

ITEM A - MINUTES 8_2_21 SPECIAL CALLED BOMA MEETING.PDF

B. Bond Actions:

1. Bridgemore Subdivision Section 6A: Accept the public improvement for streets and drainage.
2. Bridgemore Subdivision Section 6B: Accept the public improvement for streets and drainage.
3. Bridgemore Subdivision Section 6C: Accept the public improvement for streets and drainage.
4. Bridgemore Subdivision Section 6D: Accept the public improvement for streets and drainage.

Documents:

ITEM B1 - BRIDGEMORE 6A SEWER BOND BOMA ACTION 6-8-21.PDF
ITEM B2 - BRIDGEMORE 6B SEWER BOND BOMA ACTION 6-8-21.PDF
ITEM B3 - BRIDGEMORE 6C SEWER BOND BOMA ACTION 6-8-21.PDF
ITEM B4 - BRIDGEMORE 6D SEWER BOND BOMA ACTION 6-8-21.PDF

C. Proclamation For Constitution Week 2021

Documents:

ITEM C - PROCLAMATION FOR CONSTITUTION WEEK 2021.PDF

D. Civil War Trail Historic Markers/Cost Share

Documents:

ITEM D CIVIL WAR HISTORY MARKERS.PDF

E. Purchase Of Bulk Road Salt

Documents:

ITEM E BULK ROAD SALT PURCHASE.PDF

Announcements/Agenda Requests

Public Comments-

Unfinished Business:

1. Approval Of First Reading Of Ordinance 2020-009: An Ordinance Of The Town Of Thompson's Station, Tennessee To Amend The Town's Zoning Map By Rezoning 6.19 Acres Of Territory Located West Of Lewisburg Pike Near The Harpeth/Peytonsville Road Intersection (Being Tax Map And Parcel 144-80.00, 144-80.02 And 144-80.03 From D1 To Community Commercial (CC).

Documents:

ITEM 1-ORD 2020-009 REZONE STAFF MEMO.PDF
ITEM 1- ORD 2020-009 REZONE.PDF
ITEM 1 - ORD 2020-009 REZONE LETTER FROM APPLICANT.PDF

2. Approve Neighborhood Traffic Calming Policy

Documents:

ITEM 2- MEMO NEIGHBORHOOD TRAFFIC CALMING POLICY.PDF
ITEM 2- TS NEIGHBORHOOD TRAFFIC CALMING POLICY.PDF

New Business:

3. Public Hearing And Resolution 2021-017 To Approve The Town's Intent To Exceed The Certified (Tax Neutral) Property Tax Rate And Maintaining The Approved Budgeted Rate.

Documents:

ITEM 3 - RESOLUTION 2021-017 APPROVE THE LEVY OF A TAX RATE IN EXCESS OF THE CERTIFIED TAX RATE.PDF
Z INFO A PRIOR CERTIFICATION INFORMATION 2016.PDF

4. Approve Award Of Request For Proposals For The All Aboard Comprehensive Planning Process To Include Updates To The Town's General Plan, Major Thoroughfare Plan, And Land Development Ordinance.

Documents:

ITEM 4 - AGREEMENT-ALLABOARDCOMPLAN UPDATED.PDF
ITEM 4- MEMO ALL ABOARD COMP PLAN.PDF

5. Approve Resolution 2021-018 To Adopt The Commercial Reservation Of Wastewater Capacity Agreement With The Town Of Thompson's Station.

Documents:

ITEM 5 - RESOLUTION 2021-018 TO ADOPT THE COMMERCIAL RESERVATION OF WASTEWATER CAPACITY AGREEMENT W-EXHIBIT NO. 1 - 9.3.21_RS.PDF
ITEM 5 - PROPOSED RESOLUTION 2021-018 COMMERCIAL RESERVATION OF WASTEWATER CAPACITY AGREEMENT - RED LINED - KV 9.3.21_RS.PDF

6. Approve First Reading Of Ordinance 2021-012 An Amendment To The Land Development Ordinance To Revise Appendix C To Clean Up And Clarify Certain Plat Certificates.

Documents:

ITEM 6 - ORD 2021-012 LDO AMEND MEMO.PDF
ITEM 6 - ORD 2021-012 LDO PLAT CERTIFICATE.PDF

7. Critz Lane Traffic Plan/BOMA Action Regarding Detours/Condemnation

Documents:

ITEM 7 - CRITZ LANE TIMELINES RAGAN SMITH.PDF
ITEM 7 - CRITZ LOCAL TRAFFIC DETOUR.PDF
ITEM 7 - CRITZ REGIONAL TRAFFIC DETOUR.PDF

8. Approval Of Reservation Of Wastewater Capacity Agreement With The Town Of Thompson's Station – Tollgate Section 16B:

Documents:

ITEM 8 - RESERVATION WW CAPACITY AGREEMENT TOLLGATE 16B-PHILLIPS BUILDERS.PDF

Adjourn

Information Only:

Financial Report – Steve Banks

Documents:

Z INFO A PARTIAL FINANCIAL REPORT.PDF
Z INFO A PRIOR CERTIFICATION INFORMATION 2016.PDF
BOMA FINANCE REPORT 09 14 2021.PDF
THOMPSONS STATION FY20 REPORT COMMENTS MEMO.PDF

Key Projects Monthly Updates:

1. Barge Designs – Matthew Johnson
2. Ragan Smith – Brian Baxter
3. Kimley Horn – Alicia Eley

Documents:

Z INFO B1 BARGE THOMPSONS_STATION_PROJECT_STATUS_SEP2021.PDF
Z INFO B2 RAGAN SMITH - CRITZ LOCAL TRAFFIC DETOUR.PDF
Z INFO B2 RAGAN SMITH - CRITZ REGIONAL TRAFFIC DETOUR.PDF
Z INFO B2 RAGAN SMITH - CRITZ LANE TIMELINES RAGAN SMITH.PDF
Z INFO B3 KIMLEY HORN TS GREENWAY PHASE 2 SCHEDULE_UPDATED 20210905.PDF
Z INFO B3 KIMLEY HORN TS GREENWAY PHASE 3 SCHEDULE_UPDATED 20210831.PDF
ZZ INFO B3 KIMLEY HORN CLAYTON ARNOLD SCHEDULE_20210831.PDF
Z INFO B3 KIMLEY HORN TS GREENWAY TRAIL INFORMATION.PDF
KIMLEYHORNGREENWAYTRAILSTATUSINFO.PDF

Town of Thompson's Station
Board of Mayor and Aldermen
Special Called Meeting Minutes
August 2 , 2021 7:00 p.m.

Call to Order:
The special called 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 August 2, 2021. Members and staff attending were Mayor Corey Napier, Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Brian Stover; Alderman Andrew Zinn; Town Administrator Ken McLawhon; Planning Director Micah Wood, Finance Director Steve Banks; IT Coordinator Tyler Rainey, Maintenance Supervisor Bryan King, Town Clerk Regina Fowler and Town Attorneys Andrew Mills and Kirk Vandivort. Other attendees were Brandon Baxter with Ragan Smith, Chris Provost with Barge Design and Khris Pascarella with Parson's Valley.

Pledge of Allegiance:

1. Presentation by Williamson County Sheriff, Dusty Rhoades:
Sheriff Dusty Rhoades of Williamson County briefly spoke to BOMA and presented them with an Overview of 2020 Activity & Services provided by his office for the Town of Thompson's Station.

Consent Agenda:
2. Approve Consent Agenda:
a) Consideration of the Minutes of the June 8, 2021, regular meeting,
Alderman Brandon Bell made a motion to approve the Consent Agenda. The motion was seconded by Alderman Shaun Alexander and carried unanimously**.**

Announcements/Public Comments: None

Unfinished Business:
3. Approve Public Hearing and Second Reading of Ordinance 2021-010 - An Amendment to the Land Development Ordinance to revise certain sections in Articles 3, 4 and 5 related to the Preservation of Trees, the Installation of Required Public Improvements and Open Space Standards:
Alderman Brian Stover made a motion to approve a Public Hearing and Second Reading of Ordinance 2021-010: An Amendment to the Land Development Ordinance to revise certain sections in Articles 3, 4 and 5 related to the Preservation of Trees, the Installation of Required Public Improvements and Open Space Standards. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

4. Approve Second Reading of Ordinance 2021-011 - An Ordinance of the Town of Thompson's Station, Tennessee to Amend Title 5 of the Thompson's Station Municipal Code by Adding Chapter 5 Adopting a Hotel and Motel Privilege Tax:

Alderman Andrew Zinn made a motion to approve Second Reading of Ordinance 2021-011 – An Ordinance of the Town of Thompson's Station, Tennessee to Amend Title 5 of the Thompson's Station Municipal Code by Adding Chapter 5 Adopting a Hotel and Motel Privilege Tax. Alderman Shaun Alexander seconded the motion and it carried unanimously.

New Business:

5. Approve Memorandum of Understanding (MOU) regarding wastewater taps at Roderick Place:

Alderman Brian Stover made a motion to approve a Memorandum of Understanding (MOU) regarding wastewater taps at Roderick Place. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

6. Approve Bid for Repaving of Pratt Road:

Alderman Brandon Bell made a motion to award the Repaving of Pratt Road Bid to Wright Paving Contractors. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

7. Critz Lane Updates and Change Orders:

a. HB&TS/b. MTE/c. ATMOS Updates: Brandon Baxter with Ragan Smith updated the Board on the following: With some plan re-adjustments, the original estimate of $143,000 from HB&TS has been lowered to $102,000. The utility cost for MTE is $40,000. ATMOS is now a non-issue thereby alleviating any utilities holding up construction. The Pre-Construction meeting will be held Tuesday, August 10th and the 500 days will begin at that time. Aldermen Stover and Alexander mentioned their concerns with traffic patterns/calming in the two neighborhoods that will receive the detoured traffic. They mentioned the addition of temporary speed pillows to alleviate speeding. Mr. Baxter noted that all traffic pattern concerns will be addressed in the pre-construction meeting. Mr. Baxter said he felt it would be 45-60 days from the Pre-Construction meeting before the road would be shut down. Mayor Napier requested that the School/School Transportation Department in that area be kept informed of vital information road closures/detours etc. After this meeting Brandon Baxter is to share updated information in a timely manner with Town Staff and BOMA to keep the public apprised. Signage along highway 31, erosion control and traffic control will be the Town's responsibility and notice will have to be given to the public. Mr. Baxter will share time frame information to be shared on our website and social media. Mayor Napier and Town Staff will reach out to media outlets to share information as well.

b. Approve Resolution 2021-012 – A Resolution of the Town of Thompson's Station, Tennessee to Approve Funds for the Relocation of Utility Poles Owned and Maintained by Middle Tennessee Electric (MTE) related to Phase I of the Critz Lane Project. A motion was made by Alderman Brandon Bell to Approve Funds for the Relocation of Utility Poles Owned and Maintained by Middle Tennessee Electric (MTE) related to Phase I of the Critz Lane Project. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

c. Atmos is now a non-issue thereby alleviating any utilities holding up construction.

d. Approve Resolution 2021-013 - A Resolution of the Town of Thompson's Station, Tennessee to approve the Ragan Smith Additional Work Supplement for the Critz Lane Project. A motion was made by Alderman Shaun Alexander to approve Resolution 2021-013 - A Resolution of the Town of Thompson's Station, Tennessee to approve the Ragan Smith Additional Work Supplement for the Critz Lane Project. The motion was seconded by Alderman Brandon Bell and carried unanimously.

e. Approve Resolution 2021-014 - A Resolution of the Town of Thompson's Station, Tennessee to approve a Change Order/Revised Proposal with Rogers Group, Inc. regarding Phase I of the Critz Lane Project. A motion was made by Alderman Brian Stover to approve Resolution 2021-014 – A Resolution of the Town of Thompson's Station, Tennessee to approve a Change Order/Revised Proposal with Roger's Group, Inc. regarding Phase I of the Critz Lane Project. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

8. Approve Resolution 2021-015 – A Resolution of the Town of Thompson's Station, Tennessee to approve an Interlocal Agreement between the Town of Thompson's Station, Tennessee and the City of Spring Hill, Tennessee for Maintenance of a portion of Thompson's Station Road, East. A motion was made by Alderman Brandon Bell to approve Resolution 2021-015 - A Resolution of the Town of Thompson's Station, Tennessee to approve an Interlocal Agreement between the Town of Thompson's Station Tennessee and the City of Spring Hill, Tennessee for Maintenance of a portion of Thompson's Station Road, East. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

9. Approve Reservation Agreement with Parson's Valley Development: A motion was made by Alderman Brian Stover to approve a Reservation Agreement with Parson's Valley Development. The motion was seconded by Alderman Andrew Zinn and carried unanimously.

10. Approve Contract with Sharon Bryant, William Burt, Karen Valk and Anthony Valk regarding the Purchase of Property for the Wastewater Plant Sub Station and Resolution 2021-016 - A Resolution of the Town of Thompson's Station, Tennessee approving the Purchase of Grant Easements and Property. After much discussion it was noted that this property would provide space for additional sewer updates in the future. A motion was made by Alderman Brian Stover to approve the Contract with Sharon Bryant, William Burt, Karen Valk and Anthony Valk regarding the Purchase of Property for the Wastewater Plant Sub Station and Resolution 2021-016: A Resolution of the Town of Thompson's Station approving the Purchase of Grant Easements and Property. The motion was seconded by Alderman Brandon Bell and carried unanimously.

Adjourn:

There being no further business, Alderman Brian Stover made a motion to adjourn. The motion was seconded by Alderman Brandon Bell and carried unanimously. The meeting adjourned at 8:10 p.m.

_____	_____
Corey Napier, Mayor	**Regina Fowler, Town Clerk**

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

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

THOMPSON'S STATION
BOND ACTION FORM

BOND	**Bridgemore Village Section 6A Sewer Maintenance Surety** **<u>Amount</u>: $11,700 (7/26/16)** ***Note: BOMA Released to Maintenance 11-12-19***
ACTION REQUEST	**Release Maintenance Bond established 11-12-19**
PLANNING COMMISSON ACTION	**Released the Maintenance Bond and recommend BOMA accept the public improvement, subject to CCTV televising of the sewer.**
PUBLIC IMPROVEMENT ACTION	**Recommend acceptance the public improvement to BOMA**
BOMA ACTION	**Accept dedication of the public improvement**

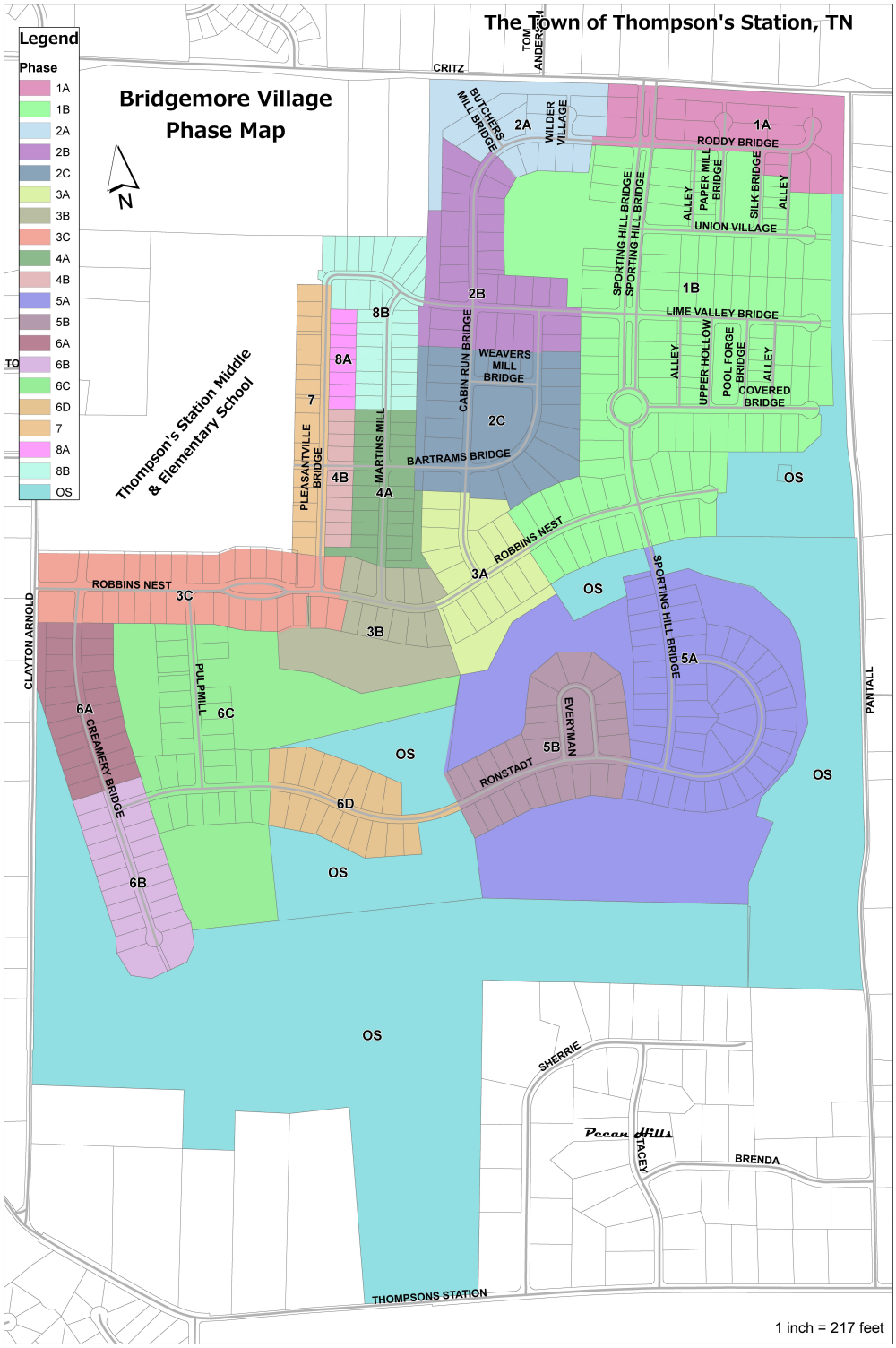
<u>Bond History</u>
On July 26, 2016, Section 6A was approved for the creation of single-family lots within Bridgemore Village. The plat was approved with a surety for sewer in the amount of $102,000. The performance amount was released in 2019 and a maintenance bond was established in the amount of $11,700 by the BOMA.

The applicant's form indicates that this public improvement has been designed and installed per the approved construction plans and Town standards. The maintenance period is beyond the required 1-year period.

On May 25, 2021, the Planning Commission:

1. Released maintenance surety for roadway, drainage and erosion control, subject to the CCTV televising of the sewer in this section.
2. Recommend BOMA approve the acceptance of the public improvement.

Planning Commission and Staff recommend acceptance of public improvement.



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THOMPSON'S STATION
BOND ACTION FORM

BOND	**Bridgemore Village Section 6B Sewer Maintenance Surety** **<u>Amount</u>: $12,800 (7/26/16)** ***Note: BOMA Released to Maintenance 1-14-20***
ACTION REQUEST	**Release Maintenance Bond established 1-14-20**
PLANNING COMMISSON ACTION	**Released the Maintenance Bond and recommend BOMA accept the public improvement, subject to CCTV televising of the sewer.**
PUBLIC IMPROVEMENT ACTION	**Recommend acceptance the public improvement to BOMA**
BOMA ACTION	**Accept the public improvement**

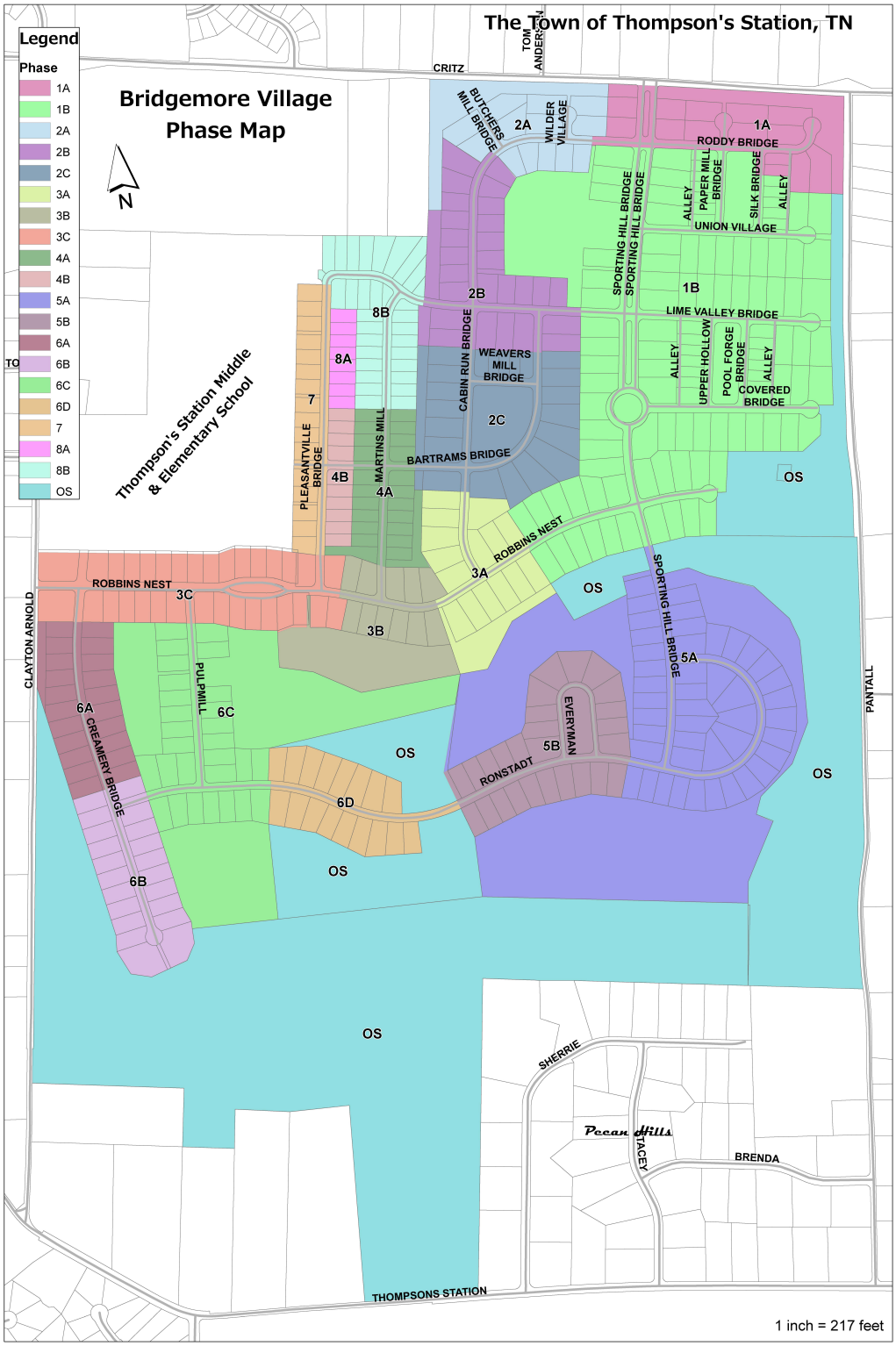
<u>Bond History</u>
On July 26, 2016, Section 6B was approved for the creation of single-family lots within Bridgemore Village. The plat was approved with a surety for sewer in the amount of $125,000. The performance amount was released in 2020 and a maintenance bond was established in the amount of $12,800 by the BOMA.

The applicant's form indicates that this public improvement has been designed and installed per the approved construction plans and Town standards. The maintenance period is beyond the required 1-year period.

On May 25, 2021, the Planning Commission:

1. Released maintenance surety for sewer, subject to the CCTV televising of the sewer in this section.
2. Recommend BOMA approve the acceptance of the public improvement.

Planning Commission and Staff recommend acceptance of the public improvement.



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THOMPSON'S STATION
BOND ACTION FORM

BOND	**Bridgemore Village Section 6C Sewer Maintenance Surety** **<u>Amount</u>: $70,000** ***Note: PC reduced Performance 1-28-20***
ACTION REQUEST	**Release Performance Bond and establish a Maintenance Bond for 1-year.**
PLANNING COMMISSON ACTION	**Released Performance Bond and established a Maintenance Bond in the amount of $17,000 for 1-year, subject to CCTV televising of the sewer.**
PUBLIC IMPROVEMENT ACTION	**Recommend dedication of the public improvement to BOMA**
BOMA ACTION	**Accept dedication of the public improvement**

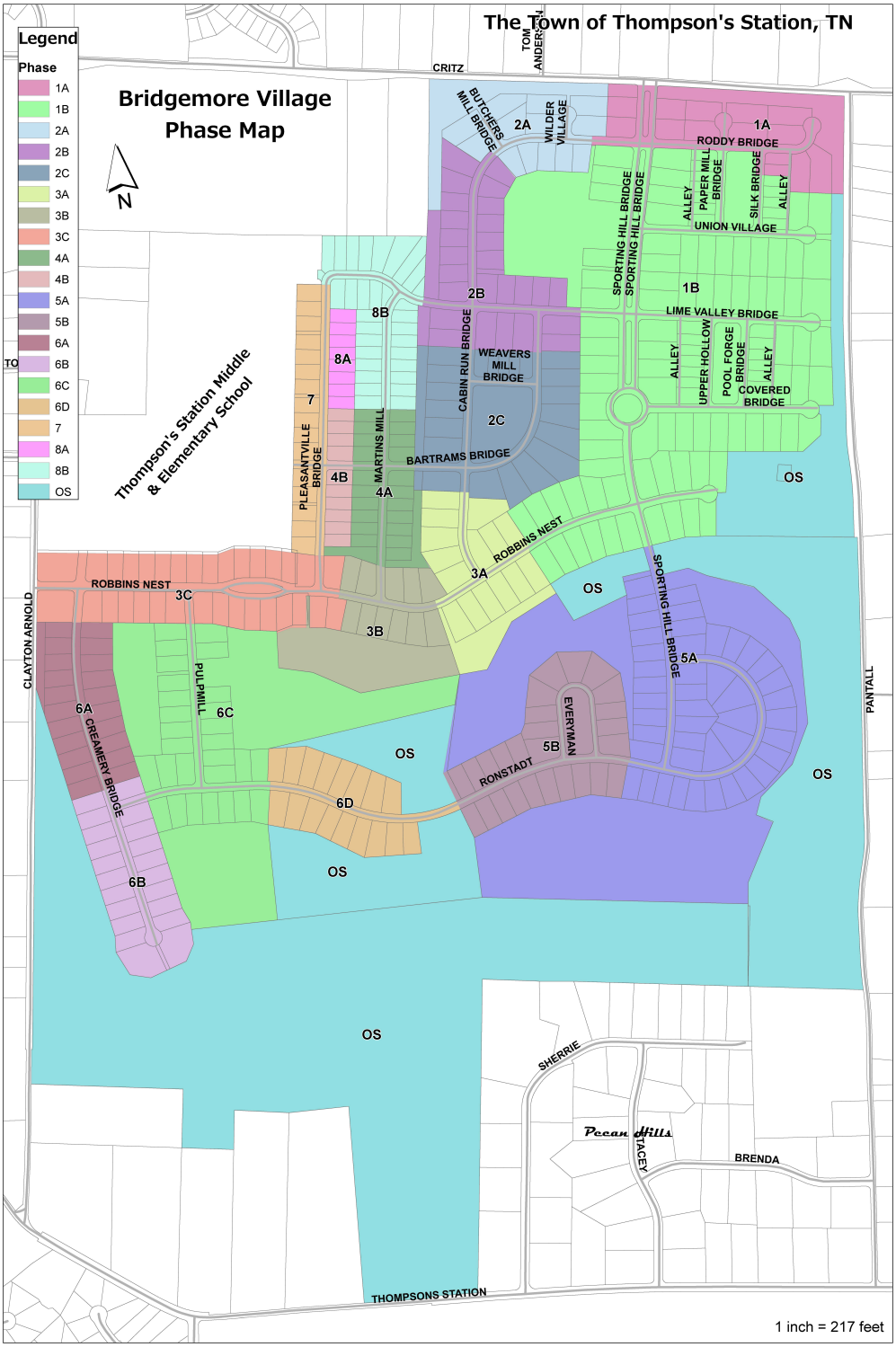
<u>Bond History</u>
On November 28, 2017, Section 6C was approved for the creation of single-family lots within Bridgemore Village. The plat was approved with a surety for sewer in the amount of $170,000. The performance amount was reduced in 2020 to the current amount of $70,000.

The applicant's form indicates that this public improvement has been designed and installed per the approved construction plans and Town standards.

On May 25, 2021, the Planning Commission:

1. Subject to the CCTV televising of the sewer in this section, released Performance Bond for sewer and established a Maintenance Bond for sewer in the amount of $17,000 for a 1-year period.
2. Recommend BOMA accept dedication of the public improvement.

Planning Commission and Staff recommend acceptance of the dedication of the public improvement.



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

THOMPSON'S STATION
BOND ACTION FORM

BOND	**Bridgemore Village Section 6D Sewer Maintenance Surety** **<u>Amount</u>: $27,000** ***Note: PC reduced Performance 1-28-20***
ACTION REQUEST	**Release Performance Bond and establish a Maintenance Bond for 1-year.**
PLANNING COMMISSON ACTION	**Released Performance Bond and established a Maintenance Bond in the amount of $7,000 for 1-year, subject to CCTV televising of the sewer.**
PUBLIC IMPROVEMENT ACTION	**Recommend dedication of the public improvement to BOMA**
BOMA ACTION	**Accept dedication of the public improvement**

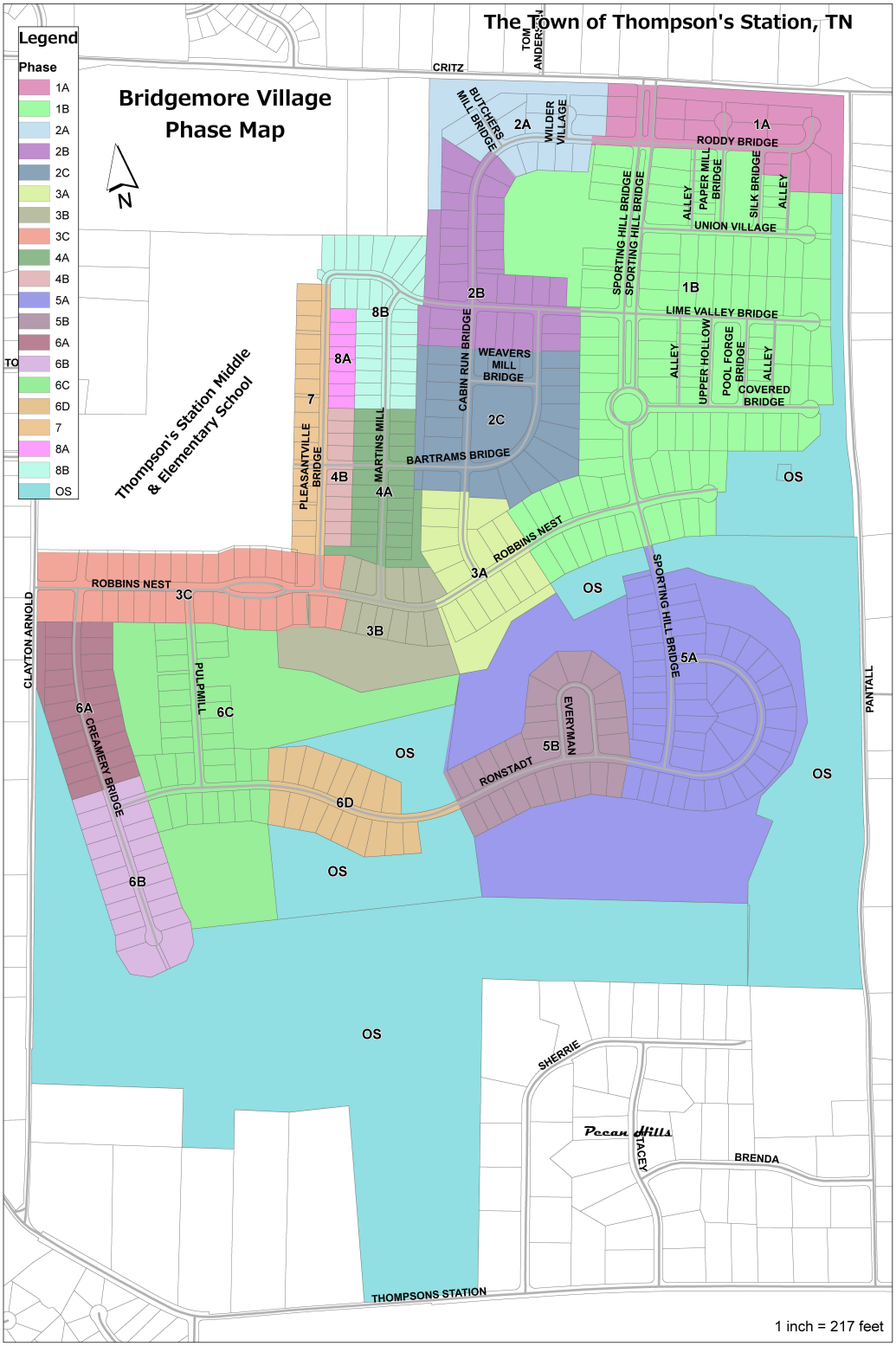
<u>Bond History</u>
On January 23, 2018, Section 6D was approved for the creation of single-family lots within Bridgemore Village. The plat was approved with a surety for sewer in the amount of $70,000. The performance amount was reduced in 2020 to the current amount of $27,000.

The applicant's form indicates that this public improvement has been designed and installed per the approved construction plans and Town standards.

On May 25, 2021, Planning Commission:

1. Subject to the CCTV televising of the sewer in this section, released Performance Bond for sewer and established a Maintenance Bond for sewer in the amount of $7,000 for a 1-year period.
2. Recommend BOMA accept dedication of the public improvement.

Planning Commission and Staff recommend acceptance of the dedication of the public improvement.



PROCLAMATION FOR CONSTITUTION WEEK

WHEREAS: It is the privilege and duty of the American people to commemorate the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United State of America designating September 17, - 23 as Constitution Week,

NOW, THEREFORE I, Corey Napier by virtue of the authority vested in me as Mayor of the Town of Thompson's Station, Tennessee do hereby proclaim the week of September 17th through September 23rd, 2021, as,

"CONSTITUTION WEEK"

AND urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Thompson's Station, Tennessee to be affixed this 14th day of September in the year of our Lord two thousand and twenty-one.

Signed _____ SEAL Attest _____

Corey Napier, Mayor

Steve Banks <sbanks@thompsons-station.com>

Civil War Trail Historic Markers

1 message

Micah Wood <mwood@thompsons-station.com> Tue, Sep 7, 2021 at 10:13 AM
To: Kenneth McLawhon <kmclawhon@thompsons-station.com>, Steve Banks <sbanks@thompsons-station.com>

Hey Ken & Steve,

Here is the summary update on the Civil War Historic Markers-

The Civil War Trails historic markers for Preservation Park were approved by BOMA in January 2020 for $12,600 for six signs. Delays in the project due to COVID and an increase material cost, there was an increase in the final billing, which for all seven signs, totals $14,000. A Grant of $6,000 was awarded by MTSU to cover a portion of this project. This will result in a total net cost of $8,000 to the Town. The historic markers have been manufactured and installed in Preservation Park per the agreement with Civil War Trails.

Let me know if you need any additional info related to this project.

Thanks,

Micah Wood, AICP

Planning Director

Town of Thompson's Station

Drew A. Gruber
EXECUTIVE DIRECTOR
P.O. Box 1862
Williamsburg, Virginia 23187
757-378-5462
www.civilwartrails.org

Project Title: *Preservation Park*, Thompson's Station branded signage
Original Quote on 9/5/2018

Invoice: 001

August 20, 2021

Town fo Thompson's Station
Attn: Steve Banks
P.O. Box 100
Thompson's Station, TN 37179

Thank you for allowing Civil War Trails, Inc. an opportunity to design, fabricate, and install seven new interpretive signs for *Preservation Park* as per the Tennessee Civil War National Heritage Area Grant via the MTSU Center for Historic Preservation. The seven signs are titled, *Early Settlers, A Deep Past, Battle of Thompson's Station, Building a Railroad Town, Rebuilding the Countryside, War and Occupation, Slavery at Thompson's Station.*

One completed 'turn key' sign package; $2,000.00 Ea.
Panel design utilizing text and media provided, customer review, 24x36 UV resistant acrylic panel with five year warranty, pedestal, professional in-ground installation and storage of the design files.

Total Due; $14,000 Ea.

ENTERED

Civil War Trails is recognized by *Virginia Green* and the *Maryland Green* registries for our commitment to sustainable materials and methods. Civil War Trails, Inc. is a 501 (c) (3) corporation. Fed. ID No.: 54-1885764

Please make check payable to:
Civil War Trails, Inc.
P.O. Box 1862
Williamsburg, Virginia
23187

Thank you!

C21-0468

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]	Dept. of Interior, National Park Service
Pass-Through Entity (PTE): Middle Tennessee State University	**Subrecipient:** Town of Thompson's Station
PTE PI: Dr. Carroll Van West	Sub PI: Micah Wood
PTE Federal Award No: Coop. agreement PO8AC00210	Subaward No: 537014-77780-02
Project Title: Trail Marker and Signage Program in Preservation Park	
Subaward Period of Performance (Budget Period): Start: 11/01/2020 End: 09/30/2021	Amount Funded This Action (USD): $ 6,000.00
Estimated Project Period (if incrementally funded): Start: End:	Incrementally Estimated Total (USD): $

Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the Administrative Contact, and Subrecipient notice shall be directed to the Administrative Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
Digitally signed by Alan R. Thomas, Vice President for Business and Finance, acting for and on behalf of Middle Tennessee State University Date: 2020.12.02 09:15:11 -06'00'	11/9/2020
Name: Alan R. Thomas Date	Name: Corey Napier Date
Title: Vice President, Business and Finance	Title: Mayor

MORTON SALT

August 11, 2021

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

Dear Sir/Madam:

Morton Salt, Inc. is pleased to offer you the following pricing and quantities of bulk rock salt for deicing purposes for the 2020 thru 2023 winter seasons. Please review, sign and return by email to alorenzini@mortonsalt.com. All terms & conditions from the Tennessee SWC #507 apply.

Description	Valid from	Valid to				Min Order
Bulk Safe-T-Salt	June 1, 2020	May 31, 2023	Delivered			22 TON
	NASHVILLE STOCKPILE			200 TON	74.46 USD	per TON
					$14,892.00	

Per the SWC #507, there is a 0/120% minimum-maximum purchasing provision for the estimate listed above. Any tonnage requests above 120% for the estimate listed above will be based on product availability. If you would like to increase this estimate next season, please contact your Morton Salt representative.

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.

Please review your account information and advise if any changes are needed.

Delivery Address:

Town of Thompson Station
4625 Thompsons Ridge Rd
Thompson Station, TN 37179

Acceptance:

.

Approved by: _____ Date:_____

This is your confirmation; No further acknowledgement will be sent.

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 14, 2021

TO: BOMA

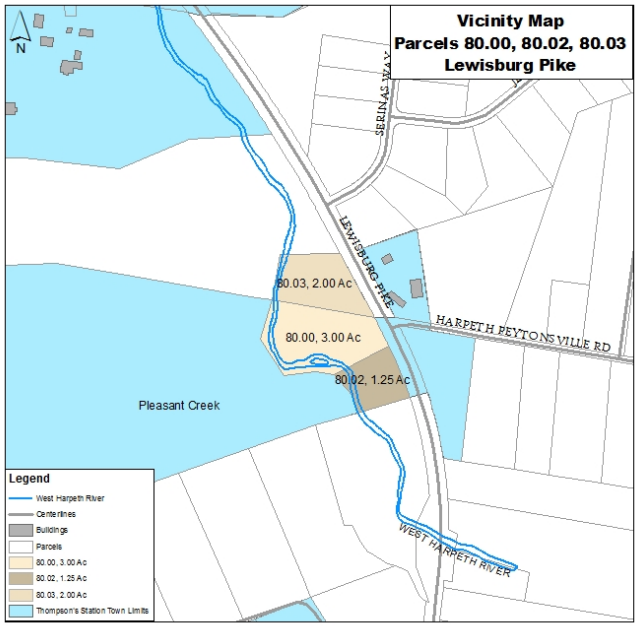
FROM: Micah Wood, AICP Planning Director
Andrew Mills, Town Attorney

SUBJECT: **Ord 2020-009- Rezoning of 6.19 acres from D1 zoning to Community Commercial**

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

PROJECT DESCRIPTION

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



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

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

PURPOSE OF A ZONING MAP AMENDMENT OR REZONING REQUEST

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

ZONING

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

ANALYSIS

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

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

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

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

At the Planning Commission meeting, the issue of wastewater disposal was raised. The applicant noted at the meeting that he had TDEC approval pending of a commercial septic system. Subsequent to the January 28, 2020, Planning Commission meeting, TDEC and Williamson County noted that no septic has been approved for this site. In the intervening time period, the applicant has worked through options to provide septic service to this site. Per the applicant, the Williamson County Sewerage Disposal Department will not provide any reviews for the commercial septic until the property has been rezoned for commercial uses. This property is not within the coverage zone for the new wastewater treatment plant. Therefore, this property is not eligible for reservation of future wastewater capacity from the Town's sewer system.

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Per the applicant-
"Mr. Reifschneider understands any development is limited to what is permissible under its approved septic areas with Williamson County until sewer is otherwise available to the property."

The following self-imposed condition has been offered by the applicant:

The property shall not be developed, including submission of any plats, site plans, or building permits, until either septic has been approved by Williamson County or sewer is otherwise available to the property.

RECOMMENDATION
Approve, with the applicant's self-imposed condition.

ATTACHMENTS
Request Letter

ORDINANCE NO. 2020-009

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

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the _____ day of _____, 2021.

_____
Corey Napier, Mayor

ATTEST:

_____
Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2021, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2021.

Recommended for approval by the Planning Commission on the 28TH day of January 2020.

APPROVED AS TO FORM AND LEGALITY:

_____
Town Attorney

HUNTLY GORDON
A PROFESSIONAL LIMITED LIABILITY CORPORATION
ATTORNEY AT LAW

January 21, 2020

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

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

Dear Mr. Wood:

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

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

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

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

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

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

Cordially yours,

HUNTLY GORDON
(615) 302-0100

Map	Parcel	First Name	Last Name	Street Address	City	State	Zip
144	34	SL	Parsley Jr.	1870 Lewisburg Pike	Franklin	TN	37064
154	5	Pleasant Creek Investments, LLC		144 Southeast Parkway, Suite 23(	Franklin	TN	37064
144	79	Jeffrey S	Jobe	1914 Lewisburg Pike	Franklin	TN	37064
144	76	Jason	Wagner	9093 Chardonay Trace	Franklin	TN	37067
144	37	Gary	King	1883 Lewisburg Pike	Franklin	TN	37064
144P A	1	Connie	Rice	4000 Serinas Way	Franklin	TN	37064

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

DATE: September 14, 2021

TO: BOMA

FROM: Micah Wood, AICP Planning Director
Andrew Mills, Town Attorney

SUBJECT: **Neighborhood Traffic Calming Policy**

The purpose of the Neighborhood Traffic Calming Policy is to provide an appropriate and consistent treatment for traffic calming requests from a citizen group or HOA. The policy was developed by examining other Local, State, and National traffic calming standards to ensure that the guidelines and criteria are fair and equitable. The traffic calming policy is only applicable to local, residential streets. Collector and Arterial streets, as defined by the Major Thoroughfare Plan, shall not be eligible for consideration under this policy.

The Neighborhood Traffic Calming Policy sets up a multi-step process to evaluate and, where appropriate, implement a set of pre-approved traffic calming measures to help ease traffic issues in neighborhoods. Each step is noted in the flow chart, at right. After the request has been reviewed by staff to ensure it complies with the parameter of the policy, a petition must be conducted by the applicant to ensure a 2/3 majority of the property owners within the petition area. If a petition garners sufficient support, the next stage involves an engineering analysis stage. Following the engineering determination on the appropriate traffic calming solution, the implementation stage will commence with the development of construction documents, review of the Town's available budget for the project, and finally, construction and installation of the traffic calming measure.

TOWN OF THOMPSON'S STATION

NEIGHBORHOOD TRAFFIC CALMING PROGRAM

General Policies

- **The purpose of this policy is to provide an appropriate and consistent treatment for traffic calming requests from a citizen group or HOA.**

- **This policy examined other Local, State, and National traffic calming standards to ensure that the guidelines and criteria are fair and equitable.**

- **Not every successful request is guaranteed to be constructed or funded and may rely on the number of requests received and available funding in any particular budget year.**

Applicability

This policy applies to local, residential streets. Collector and arterial streets shall not be considered for traffic calming.

Process

Projects that are being considered for the traffic calming shall follow the procedure outlined, below. A flowchart summarizing this procedure is provided in Appendix A.

Step 1: Application for Traffic Calming

A homeowner's association (HOA) or neighborhood group shall contact Town Staff to initiate the traffic calming request. A pre-application conference is required with Town Staff to set expectations prior to submittal of the formal request.

A neighborhood that does not have an organized HOA may form a neighborhood group of at least 5 different property owners; however, the requesting group shall own property along the street and within the area of study for traffic calming. Neither individual persons nor rental tenants shall be eligible to initiate projects for the traffic calming. Town Staff shall work with the HOA/neighborhood group to establish the parameters of the traffic calming request and to identify the petition area, as defined below.

The HOA/neighborhood group shall submit an application for traffic calming on a specific street segment or segments to the Community Development Department. The application shall identify the perceived traffic problem and shall include a single point of contact (POC) of the HOA/neighborhood group. The application shall be accompanied with a map, showing the street segment(s) clearly indicating the petition area.

Step 2: Initial Staff Review of the Application

Upon receipt of an application, Town Staff shall review the request for traffic calming against this policy and all other Town law, rules, and regulations. The review shall provide a response to the following:

1. Ensure that the street(s) meets the minimum criteria as identified in this policy.
2. Conduct a field review and inspection of the street(s) to determine if a need exists.
3. Determine if there are any preliminary solutions, such as: posting speed limit signs, additional speed limit enforcement, or other non-invasive solution etc.

In order for a project to be considered for traffic calming measures, the following minimum criteria shall be met on the street(s) requested during initial review:

- The posted speed limit is 20 mph or less on the street.
- The street shall be classified as a local or residential street by the adopted Major Thoroughfare Plan. Arterials, collectors, or commercial areas shall not be eligible for consideration under this policy.
- The local or residential street is a through street connecting between two collector streets, two arterial streets, or a collector to an arterial street. In other words, a through street is any street that a driver can use to 'cut through' from one larger street to another larger designated street (collector or arterial).
- Residential street 'circles' (having the same entrance and exit) and cul-de-sacs shall not be eligible for traffic calming.
- An exception to the requirement of a street being a 'through street' includes a local street that services a general public area, such as a public park, a school, or other larger venues/development in which there may be more traffic generated than just local residential traffic of a specific neighborhood. Note: Individual resident, contractor, or delivery vehicle speeding issues should be addressed by the HOA or neighborhood group and/or the Williamson County Sheriff's Department.
- The street must measure longer than 1000 feet between stop signs, sharp curves, or 90 degree turns.
- The combination of horizontal and vertical curves along the roadway is not such that would result in inadequate stopping sight distance for motorists as they encounter a potential traffic calming device.
- The street is not a primary emergency access route, as determined by Williamson County Emergency Management.
- The street is not a construction detour at the time of application.

After review, streets that meet the criteria shall proceed onto Step 3. If a request does not meet the above criteria, the request shall be rejected, with cause. The rejected request cause shall be returned to the POC and any other possible solutions shall be discussed.

Town Staff shall provide the POC a Notice to Proceed (NPT), which shall function as the official validation of the application by Town Staff, and may offer initial recommended traffic calming measures at this point.

Step 3: Conduct Petition

Once Town Staff has issued the NTP and validated the application/request, a petition shall be conducted by the POC listed in the application.

Town Staff shall define the petition area, based on the area of impact, and provide it to the POC.

The petition area shall typically include the following:

- Properties along the street that is being considered for traffic calming measures.
- Properties along streets where access is substantially dependent upon the street that is proposed to be calmed.
- Properties along any street that are expected to receive significant traffic increases, as determined by Town Staff, in traffic volumes or types as a result of the traffic calming installation.

Town Staff shall prepare a Petition Packet that includes: the petition form, a copy of the Traffic Calming Policy, a map of the study and petition area, any initial recommended traffic calming solution(s) and approximate location(s), and the names and addresses of the property owners within the petition area. The petition packet shall be provided to the POC, who will be responsible for conducting the petition along with other volunteers from within the study area.

The POC shall obtain supporting signatures, or "yes" votes, that represent 67 percent (2/3) of the property owners within the petition area. Single family home renters may only vote with written and notarized permission of the property owner to represent them in the petition voting process. Only one vote per property shall be counted. Missing signatures will be counted as "no" votes. The requester shall have 45 days to collect signatures and submit the petition results. The 45 days beings the day after the petition packet is provided to the POC.

If the petition is successful, then the proposed project will proceed to Step 4. If the petition fails, or if the petition is not returned by the petition deadline, then the project is terminated, and the neighborhood group or HOA shall be ineligible to submit another request for traffic calming for a period of two years and the street(s) requested shall not be eligible for inclusion in any other Traffic Calming application for the same two-year period.

During the petition and signature process, if it is found by the HOA or representatives that any recommended Traffic Calming measure is not acceptable to its residents, a neighborhood meeting may be called to further discuss different alternatives. A different alternative must be decided on at this meeting and the petition and signature gathering process must begin again if this meeting is requested. If the petition is successful, the request will then move onto Step 4.

Step 4: Engineering Analysis

Upon passing initial review in Step 3, Town Staff will perform data collection for the requested street(s) as time allows. The POC will be required to enter into a funding agreement with the Town to pay for said data collection. Data shall typically be collected on weekdays over a continuous, minimum 48-hour period while schools are in session, unless otherwise advised in the request. Data shall not be collected on holidays, or at least one day before or after a holiday. The data collection shall assist in determining the eligibility of the street(s) based on the following specific study criteria and Grading System:

- The maximum grade on the section of roadway that is being considered for traffic calming measures does not exceed 7 percent.
- The Average Daily Traffic (ADT) volume must be greater than 150 vehicles per day and less than or equal to 2,000 vehicles per day (in a 24-hour period).
- The 85th percentile speed is at least 4 mph faster than the posted speed limit.
- The combination of traffic volume and 85th percentile speed of traffic will be quantified using the Grading System Criteria in Table 1. A total of at least 5 points is required to move to Step 5.
- In order for a project to be considered for traffic calming measures, the following

criteria must generally be met:

Table 1: Grading System Criteria	
Daily Traffic Volumes	
0-150	Not Eligible
151-300	1
301-500	2
501-700	3
701-1,000	4
1,001-2,000	5
2,001+	Special Approval by Town Engineer
85th Percentile Speeds	
0-4 MPH	Not Eligible
4 MPH	1
5 MPH	2
6 MPH	3
7 MPH	4
8 MPH	5
≥10 MPH	6

- Streets that do not have sidewalks on at least one side are given one (1) point resulting in the need to obtain at least 5 points from Table 1.
- Historical crash data will also be obtained and analyzed to assist in prioritizing traffic calming projects; however, crashes alone do not constitute need for traffic calming devices nor count towards the points required hereunder.

The above criteria and a total of at least five (5) total points must be met to qualify for traffic calming.

If Town Staff determines that the street segment does not meet the study criteria, then the project request will be rejected with cause and the results provided to the POC. If Town Staff determines that a street segment in question does not meet the above criteria in full, then Town Staff will work with the Williamson County Sheriff's Department and the

HOA/neighborhood group to address the problem with education and enforcement efforts. Education and enforcement efforts may include written information, temporary driver feedback signs, citations, etc.

If Town Staff determines that the above criteria are met in full, then the project shall proceed to Step 5. Town Staff shall identify feasible and appropriate traffic calming alternatives to address the identified traffic problem. Examples of traffic calming techniques are provided in Appendix B.

Step 5: Conduct Education and Enforcement Efforts

All projects associated with the Traffic Calming Policy shall begin with education and enforcement efforts, including off-street traffic calming methods and devices, which will involve the coordinated efforts of Town Staff, the Williamson County Sheriff's Department, and the neighborhood association/group. The neighborhood association/group must actively participate in this process in order for the project to continue in the Traffic Calming Policy. Education and enforcement efforts will be applied for a period of not less than three months and not more than six months. If Town Staff determines, in its sole discretion, that these efforts have not sufficiently addressed the identified problem, then the project will proceed to Step 6.

If Town Staff determine that the education and enforcement efforts have addressed the identified problem, then the project will be considered complete. Town Staff will continue to monitor the project for a period of up to one year. If the identified problem, as determined by Town Staff, returns during this time, then the requester will be notified, and the project will proceed to Step 6. If the identified problem does not develop during this one-year period, then the project will be considered complete. If the identified problem returns after this one-year period, or if a new traffic volume or traffic speeding problem develops after this one-year period, the homeowner's association/group must return to Step 1 in order to be considered for the Traffic Calming Policy again.

Step 6: Develop Construction Documents

Based on the feasible and appropriate solutions identified by Town Staff during Step 4, Town Staff will develop a complete set of construction documents for the proposed traffic calming measures.

Step 7: Prioritize the Project through the CIP Process

Projects that reach Step 6 will be prioritized by Town Staff, in its sole discretion, based on a variety of factors, such as traffic speeds, traffic volumes, and implementation costs into the Town's Capital Improvement Program (CIP). The CIP is adopted yearly by the Board of Mayor and Aldermen. Town Staff will notify the requester of the project's status at this time. This prioritization will be used by Town Staff to develop construction schedules for the project(s).

Step 8: Install the Proposed Traffic Calming Measures

Projects will be implemented according to priority and the availability of funding. Projects that have the highest priority will be implemented first. If sufficient funding is not available for the highest priority project, then the highest priority project that can be implemented with the amount of funding that is available will be implemented first. A lower-priority project can be implemented ahead of schedule if the neighborhood association/group elects to pay 100

percent of the implementation costs and, as long as doing so does not affect the construction schedules of higher-priority projects. A project 100% funded by the HOA/neighborhood group shall still be considered as a Town owned public improvement. Installation of the traffic calming measures will be performed by the Town Maintenance Department or by a contractor that is selected by the Town in accordance with applicable law.

Step 8: Monitor the Effectiveness of the Traffic Calming Measures

Approximately three (3) months after the proposed traffic calming devices have been installed, Town Staff will evaluate the project to determine if the traffic calming devices have sufficiently addressed the traffic problem identified during Step 4. If the traffic problem has been resolved, then the project will be considered complete. If the traffic problem has not been resolved, then Town Staff will consider other solutions that were identified during Step 4. If an alternate solution is selected by Town Staff, then the updated project will be presented to the HOA/neighborhood group.

MODIFICATION OR REMOVAL OF A TRAFFIC CALMING DEVICE

Process

If Town Staff determine that a traffic calming device should be modified or removed due to public health/safety reasons, then Town Staff, with assistance from the Maintenance Department, shall modify or remove the device. If the HOA/neighborhood group wishes to remove or significantly alter a traffic calming device, then the neighborhood must conduct the same petitioning process outlined in Step 2. If the petition supporting the removal/modification is successful, then the HOA/neighborhood group must pay for the costs that are associated with the removal/modification. A traffic calming device shall not be removed until all funding agreements have been finalized. If the removal/modification is initiated by the HOA/neighborhood group, then the neighborhood will be ineligible to participate in the Traffic Calming Policy again for a period of seven (7) years.

APPENDIX A
PROCEDURAL FLOW CHART

APPENDIX B
TRAFFIC CALMING TECHNIQUES

There are a variety of techniques that can be used to calm traffic on local, residential streets. Techniques that are specifically permitted, as well as techniques that are specifically prohibited, in the Town are described below. Techniques that are specifically permitted are summarized in Table B1, which also identifies the potential benefits and disadvantages of each.

TABLE B1
COMPARATIVE IMPACTS OF TRAFFIC CALMING TECHNIQUES

Measure	Potential Benefits			Potential Disadvantages			Cost
	Speed Reduction	Volume Reduction	Conflict Reduction	ıits .ocal Access	ıses gency ɔnse Time	t of enanc e Required	
Chicane	☺	☺	☺	☹	☹	☹	$$ - $$$
Curb Extension	😐	☹	☹	☹	😐	😐	$ - $$
Education	😐	☹	😐	☹	☹	😐	$
Enforcement	😐	☹	😐	☹	☹	☹	$ - $$
Speed trailer/enhanced signage	😐	☹	☹	☹	☹	☹	$-$$
Raised Median	😐	☹	😐	😐	☹	😐	$ - $$
Road Diet	😐	☹	😐	☹	☹	☹	$ - $$$
Speed Table/Hump	☺	😐	☺	☹	😐	😐	$ - $$
Traffic Circle	☺	😐	☺	☹	😐	😐	$$ - $$$

☺ Substantial Benefits/Disadvantages 😐 Minor Benefits/Disadvantages ☹ No Benefits/Disadvantages

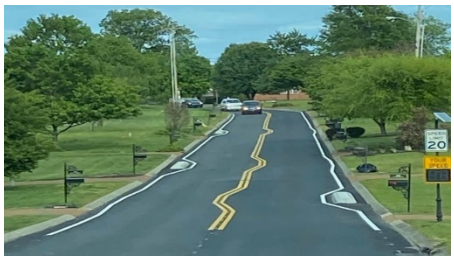
$ Low Cost $$ Moderate Cost $$$ High Cost

TOWN OF THOMPSON'S STATION

NEIGHBORHOOD TRAFFIC CALMING PROGRAM

PERMITTED TRAFFIC CALIMING TECHNIQUES

A **chicane** shifts motorists' path of travel by creating a horizontal diversion in the roadway. A chicane is typically formed by a series of curb extensions that are placed on alternating sides of the roadway. These curb extensions reduce the roadway width and force motorists to steer from one side of the roadway to the other in order to travel through the chicane.



Curb extensions are formed by extending the curb on one or both sides of the roadway into the vehicular travel lanes to reduce the paved roadway width. The reduction in width creates "slow points" in traffic flow. Curb extensions are also commonly referred to as chokers, neckdowns, traffic throats, and pedestrian bulbs. Curb extensions can be paired with landscaping and accessibility elements to make for a more inviting neighborhood environment.

Education is a key component of all traffic calming projects in the Town. Before implementing physical traffic calming measures, the Town Community Development Department will work with participating neighborhoods to educate their residents regarding safe, on-street, vehicular travel. Town Staff will assist the neighborhood associations/groups in developing educational programs for the residents. However, it will be the responsibility of the neighborhood associations/groups to implement the educational programs.

TOWN OF THOMPSON'S STATION

NEIGHBORHOOD TRAFFIC CALMING PROGRAM

Enforcement efforts will be combined with neighborhood education as a first step in all traffic calming projects in the Town. The Williamson County Sheriff's Department will work with Town Staff to help resolve traffic problems, such as speeding. Enforcement efforts may involve the use of speed trailers and may include tickets for violators.

Providing **driver feedback signs** helps to reduce speeding and cut-through traffic in residential neighborhoods by indicating speed in real-time. The Town recently reduced local residential street default speed limit to 20 mph. These driver feedback signs help re-enforce the reduced speed in residential subdivisions throughout the Town.

A **raised median** is an elevated island that is constructed on the centerline of a two-way street to reduce the width of the adjacent travel lanes. Raised medians can be paved or landscaped. They create "slow points" in the roadway, can serve as pedestrian refuges for pedestrians crossing the street, and can be used in conjunction with other traffic calming measures. Smaller versions of this are referred to as "**chokers**."

Reducing the number of travel lanes, or the width of travel lanes, on a roadway can be an effective technique for calming traffic on that street. This process, called a **road diet**, can help to reduce vehicular speeds, reduce the number of conflict points for right-of-way users, and can help make streets more bicycle and pedestrian-friendly. Road diets can be accomplished by adding parking lanes, adding bike lanes, adding a median, or by reclaiming some of the roadway width, which can create room for sidewalks and street trees.

TOWN OF THOMPSON'S STATION

NEIGHBORHOOD TRAFFIC CALMING PROGRAM

A **speed table/hump/cushions** is a wide and flat undulation that is placed on a street, typically across the width of the roadway, to reduce vehicular speeds. They have a height of three to four inches and a length of 12 or 22 feet. Speed humps should be distinguished from speed bumps, which are much shorter (six to 12 inches long) and have been associated with maintenance, safety, and liability concerns.

A **traffic circle** is a raised, circular island that is typically placed in the center of a residential street intersection to allow traffic to flow through the intersection without being controlled by a stop sign or a traffic signal. The design of a traffic circle requires motorists to travel through the intersection in a counter-clockwise direction around the island, which reduces the number of conflict points and reduces vehicular speeds.

Many residential roads do not have any striping on the roadway. Adding **roadway striping** alerts drivers to the proper location to where they should position their vehicles on the roadway rather than using the whole width to go around turns.

Speed legends are large numbers that are painted in the roadway to inform drivers of the speed limit. These alert drivers if they miss the posted speed limit sign. These can also display other important messages.

Posting **enhanced signage** is an informative way to let drivers know what is expected or required while driving various roadways. Some of these signs include speed limit signs, no trucks signs, pedestrian crossing, etc. These signs inform and encourage drivers to follow the law.

PROHIBITED TRAFFIC CALMING TECHNIQUES

Rumble strips are raised buttons, bars, or groves that are closely placed on a roadway at regular intervals. They cause both noise and vibration in vehicles as motorists drive over them. Typically, rumble strips are used to alert motorists of unusual conditions ahead. As motorists get used to the rumble strips, the strips become less effective over time. Rumble strips can result in increased noise levels for nearby residents. Also, rumble strips require a high amount of maintenance. For these reasons, rumble strips may not be used as a traffic calming technique in the Town.

Speed Bumps are shorter (six to 12 inches long) than speed humps (12-22 feet) and have been associated with maintenance, safety, and liability concerns. Speed bumps are not allowed in the Town as a traffic calming device on residential streets.

APPENDIX C
Frequently Asked Questions

- **Can we have a "Slow - Children at Play" sign?** - Federal Standards discourages the use of "Children at Play" signs. There is a widespread false believe that traffic signs provide added protection. Studies have shown there is no long-term reduction in speed with these signs nor enforcement of 'lower' speeds. These signs may be found in locations through-out the city; however, these signs were placed before the MUTCD changed the recommendation for the use of this sign. The current edition of the MUTCD does not include this sign and therefore should not be used.
- **Can we have an All-way Stop for Traffic Calming?** - All-way stop signs must meet specific requirements found in the MUTCD. These requirements typically involve traffic volumes, crash history, and pedestrians. The MUTCD specifically states that "Yield or Stop signs should not be used for speed control.". Multiway or All-way stop requests shall be requested separately and are not included in the Traffic Calming Policy.
- **What is the Speed Limit on residential streets when not posted?** - Per Town Code, the speed limit for residential streets is 20 mph.
- **Can I request that a speed limit sign be posted on a street or in a neighborhood?** - Yes, we can review current signage and request a speed limit sign. This is at the discretion of the Town, per their findings and allowable budget. It should be noted, the Town does not supply decorative posts or install decorative posts for signs. If a neighborhood has decorative posts or standards, the Town can only supply the sign to the HOA for them to install on their post.

APPENDIX D
APPLICATIONS & FORMS

TOWN OF THOMPSON'S STATION
TRAFFIC CALMING APPLICATION

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

Applicant Information/Point of Contact:

Name:	
Signature:	
HOA:	
Phone:	
Email:	

Traffic Calming:

Description of Issue:			
Street to be included with specifics:	Street:	From:	To:
	Street:	From:	To:
	Street:	From:	To:
	Street:	From:	To:
Additional Information:			

STAFF CONDITIONS/NOTES:

6/8/21

TOWN OF THOMPSON'S STATION

NEIGHBORHOOD TRAFFIC CALMING PROGRAM

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

TOWN OF THOMPSON'S STATION
TRAFFIC CALMING PETITION FORM

Name of neighborhood and/or requesting organization: _____

Point of Contact: _____ Best Contact: _____

	Property Owner Name		Property Address	Telephone Number
	Print Name	Signature		
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TOWN OF THOMPSON'S STATION

NEIGHBORHOOD TRAFFIC CALMING PROGRAM

Phone: (615) 794-4333
Fax: (615) 794-3313
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1550 Thompson's Station Road W.
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Thompson's Station, TN 37179

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TOWN OF THOMPSON'S STATION
TRAFFIC CALMING APPLICATION

Petition Proxy Voting Form

This form is to be used by those that reside in a rented single family home and have contacted the ownerof the property asking permission to vote for a Traffic Calming Measure on the owner's behalf. The renter shall contact the owner of the property either directly or through the management company. The owner must fill out the following to allow the renter to vote on the Traffic Calming Petition and at the public meeting. Electronic scan/picture of this form is acceptable. This petition shall be notarized to be valid.

Date: _____

Owners Name: _____

Owners Address: _____

Voting Property Address:

_____

_____(property owns name)

hear by give permission to the renter at the aboveaddress to vote in all matters in the Traffic Calming process.

Signature: _____

Notarized

RESOLUTION NO. 2021-017
A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE THE LEVY OF A TAX RATE IN EXCESS OF THE CERTIFIED TAX RATE

WHEREAS, the Town of Thompson's Station ("Town") to comply with the statutory provisions of TENN. CODE ANN. § 67-5-1701 et. al and procedures as defined therein; and

WHEREAS, the Town of Thompson's Station ("Town") having complied with the statutory provisions of notice in a paper of general circulation and having conducted a public hearing of the Town's intent to exceed the certified (tax neutral) property tax rate, but maintain the approved budgeted rate; and

WHEREAS, the Town, based on the Town's proposed FY2022 budget, should adopt a tax levy of $0.103 per $100 of assessed property valuation, which amount is in excess of the certified tax rate as defined by TENN. CODE ANN. § 67-5-1701 of $0.0811 per $100.00 of assessed property valuation; and

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

That the Town, based on the Town's proposed FY2022 budget, does adopt a tax levy of $0.103 per $100 of assessed property valuation, which amount is in excess of the certified tax rate as defined by TENN. CODE ANN. § 67-5-1701 of $0.0811 per $100.00 of assessed property valuation and the Mayor is authorized to sign any required and necessary documentation for implementation upon the passage of this Resolution.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

_____
Corey Napier, Mayor

ATTEST:

_____
Town Recorder

APPROVED AS TO LEGALITY AND FORM:

_____
Town Attorney

From: Joe Cosentini <jcosentini@thompsons-station.com>
Sent: Thursday, May 5, 2016 9:31 AM
To: twomack@thompsons-station.com
Subject: FW: Certified Tax Rate

X INFORMATION in regards to LAST PROP TAX certification

Looks like we'll have to have a separate hearing. ☹

From: Connie Sands [mailto:Connie.Sands@cot.tn.gov]
Sent: Thursday, May 5, 2016 9:28 AM
To: 'Joe Cosentini' <jcosentini@thompsons-station.com>
Subject: RE: Certified Tax Rate

Once the State concurs/reviews the calculation for your jurisdiction (closer to May 20th when the tax rolls are certified), you can at that point either adopt the certified tax rate or elect to exceed the rate.

If you exceed the tax rate there are certain legal guidelines you will need to complete as follows: 1) publish notice of intent to exceed the tax rate; 2) provide an affidavit of publication of this notice to the State Board; and 3) provide the State Board with a certified copy of the resolution adopting the rate.

The public hearing to exceed the rate can be held concurrent with the adoption of the resolution.

If you decide to adopt the certified tax rate concurred by the State, no hearing to exceed is necessary. This can be adopted according to the procedure/rules you use in adoption of the resolution.

I hope this answers your questions, but if not please let me know.

Connie Sands
Administrative Analyst
State Board of Equalization
W.R. Snodgrass TN Tower
9th Floor, 312 Rosa L. Parks Avenue
Nashville, TN 37243

Tel: (615) 747-5387

From: Joe Cosentini [mailto:jcosentini@thompsons-station.com]
Sent: Thursday, May 05, 2016 9:11 AM
To: SB Web
Subject: Certified Tax Rate

Good morning,

Does the certified tax rate hearing have to be separate from a public hearing on the budget ordinance? We have included the tax rate information including the difference between the actual rate and certified rate, but didn't know if we needed to have a separate specific hearing on just the rate.

Appreciate your help. Thank you,

Joe Cosentini
Town Administrator
Thompson's Station, TN
www.thompsons-station.com
615-794-4333

Notice of Intent to Exceed Certified Tax Rate

The Town of Thompson's Station will conduct a public hearing on Tuesday June 14, at 7:00PM on the Town's intent to exceed the certified property tax rate. This public hearing will be held at 1555 Thompson's Station Road West. The preliminary certified tax rate is $0.0822 per $100 of assessed valuation. The Town's proposed FY2016-17 budget will require a proposed tax levy of $0.103 per $100 of assessed valuation. The proposed rate is consistent with The Town's existing tax rate and will remain one of the lowest in the State.

ASSESSMENT SUMMARY

April 27, 2016

(used for preliminary CTR's)

County and Municipalities	Real Property	Personal Property	2015 State Assessed Properties	Intangible Personal Property	TOTAL
County	$ 2,246,694,903	$ 18,799,402			$ 2,265,494,305
Brentwood	$ 3,094,474,815	$ 93,672,595		$ 56,207	$ 3,188,203,617
Fairview	$ 187,153,690	$ 6,637,281			$ 193,790,971
Franklin/Only	$ 2,066,922,875	$ 49,246,073		$ 95,208	$ 2,116,264,156
Franklin/Inside FSSD	$ 2,346,132,190	$ 135,975,935			$ 2,482,108,125
FSSD/9th Outside FSSD	$ 18,988,350	$ 146,758			$ 19,135,108
Spring Hill	$ 666,024,720	$ 8,673,395			$ 674,698,115
Thompsons Station	$ 175,600,920	$ 5,813,422			$ 181,414,342
Nolensville	$ 318,881,640	$ 5,044,118			$ 323,925,758
Totals	**$ 11,120,874,103**	**$ 324,008,979**	**$ -**	**$ 151,415**	**$ 11,445,034,497**

Brad Coleman

Assessor of Property

Kimley-Horn AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
(d) Arrange for access to the site and other property as required for the Consultant to provide its services.
(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
(g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor’s general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client

shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

September 10, 2021

Mr. Micah Wood
Planning Director
Town of Thompson's Station
PO Box 100
Thompson's Station, Tennessee 37179

RE: ***Professional Services Agreement***
Planning/Engineering Consultant Services for the All Aboard
Comprehensive Planning Process
Thompson's Station, Tennessee

Dear Mr. Wood:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to the Town of Thompson's Station, Tennessee ("Town") for Planning/Engineering Consultant Services for the All Aboard Comprehensive Planning Process.

PROJECT UNDERSTANDING

The Town of Thompson's Station desires to prepare a comprehensive plan, update its Major Thoroughfare Plan and make recommendations to update its zoning ordinance. The plan will use a public process to inform the updates and recommendations.

STUDY AREA

The Study Area includes the Town of Thompson's Station with its incorporated limits as well the Town's existing Urban Growth Boundary (UGB) and proposed modifications as part of Williamson County's update to its Growth Plan.

SCOPE OF SERVICES

Task 1 – Project Management and Meetings
This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, and discussion of project elements with the Town throughout the process.

Task 1.1 – Kickoff Meeting and Tour
Kimley-Horn will facilitate one (1) project kickoff meeting with staff to discuss the vision and goals for the project as well as any other key issues consisting of a project schedule, identifying key stakeholders, and other pertinent information to this project. The meeting will be followed by a driving tour to view items discussed. General notes and topics of discussion will be documented in meeting minutes.

Task 1.2 – Project Coordination Meetings
Kimley-Horn will facilitate regular project coordination meetings with Town staff to discuss project activities and upcoming milestones, resolve outstanding issues and address other project related items. Kimley-Horn will prepare for and attend up to five (5) project coordination meetings. Meetings will be scheduled on as as-needed basis and will occur virtually using an online web meeting platform.

Task 1.3 – Project Management
Kimley-Horn will conduct regular project management activities to ensure the project stays on schedule and within budget and that major milestones are met. Monthly invoices and progress reports will be provided as part of this task.

Task 1 Deliverables
- Kickoff meeting
- Five (5) virtual project coordination meetings
- Monthly progress reports

Task 2 – Public and Stakeholder Involvement
This task will engage stakeholders and the public to provide input and feedback during the development of the plan. It includes community workshops, stakeholder interviews and content for the website.

Task 2.1 – Community Workshops
Kimley-Horn will prepare for and host two (2) community workshops or listening sessions that provide an opportunity for in-person interaction. One workshop will occur at the beginning of the process and another will occur after the draft recommendations have been developed.

The workshops will be held at the Thompson's Station Community Center or in another publicly accessible location in the Town. Kimley-Horn will provide three (3) staff for each event. Kimley-Horn will develop meeting materials, including table maps and a presentation. The Town is responsible for producing handouts (if desired) securing the event venue and audiovisual equipment and notifying participants. Town staff will also help to facilitate the workshop.

Task 2.2 – Stakeholder Interviews
Kimley-Horn will facilitate one-on-one interviews with individuals who may offer additional insight into the project. Kimley-Horn will conduct up to six (6) such interviews via telephone or in person and provide notes. The interviews are intended to occur early in the project process. The Town is responsible for identifying stakeholders. Kimley-Horn will briefly summarize the interview notes.

Task 2.3 – Web Content
Kimley-Horn will make project deliverables available to the Town for posting on its website. Kimley-Horn is not responsible for maintaining the website or developing original web content.

Task 2 Deliverables
- Two (2) community workshops
- Six (6) stakeholder interviews
- Web content

Task 3 – Baseline Conditions Assessment
This task will help establish a baseline condition and provide the study team with a good understanding of the existing context. It consists of a review of existing plans and zoning ordinance and a high level baseline conditions inventory and analysis, culminating in the identification of issues and opportunities and development of a vision and guiding principles.

Task 3.1 – Existing Plans Review and Code Diagnostic
Kimley-Horn review existing plans, studies, policies, and regulations influencing growth, land use, transportation, environment, parks and recreation, and the provision of community services and facilities. This includes the General Plan and Major Thoroughfare Plan as well as current projects, such as the wastewater treatment plan upgrade, roadway projects and park projects, The intent is to understand what already is in motion and the forces that influence growth and change in Thompson's Station.

Kimley-Horn will perform a code diagnostic to identify opportunities to better align the General and Major Thoroughfare Plans with the land development ordinance (LDO). As part of this task, Kimley-Horn will host a joint workshop with Town staff, the Planning Commission and Board of Zoning Appeals to collect feedback. Kimley-Horn will produce a brief memorandum that provides a high-level assessment of how well the LDO facilitates clarity and predictability in the regulatory process.

Task 3.2 – Baseline Conditions Inventory and Analysis
Kimley-Horn will complete a high-level inventory and analysis of baseline conditions in Thompson's Station, including:

- Housing. Demographics and Land Use: Kimley-Horn will summarize existing land use, housing characteristics (units by type) and major demographic attributes (age, race, income).

- Market and economics: Kimley-Horn will review the results of the Economic Development Analysis, conducted currently under a separate contract.

- Transportation and Mobility*:* Kimley-Horn will review previously adopted plans, studies, and policies relevant to Thompson's Station and the surrounding area, including the Nashville Area Metropolitan Planning Organization's (MPO) Regional Transportation Plan (RTP).

- Natural Environment, Parks, and Open Space: Kimley-Horn will identify Thompson's Station's physical features, including bodies of water, wetlands and floodplains, parks (and associated facilities), and open spaces.

This analysis will rely exclusively on readily available data within the UrbanFootprint cloud-based planning software. Kimley-Horn is not responsible for the accuracy of UrbanFootprint data.

Task 3.3 – Community Characteristics Presentation
Kimley-Horn will prepare a Community Characteristics presentation that summarizes the results of Task

3 using tables, graphs and maps.

Task 3 Deliverables

- Code diagnostic memorandum
- Community Characteristics presentation

Task 4 – Vision and Guiding Principles

Kimley-Horn will produce a vision statement and guiding principles based on the understanding of existing conditions and the findings of initial community engagement activities. Short- and long-term guiding principles (or policy statements) for specific plan elements will reinforce the vision and reflect challenges facing Thompson's Station as well as opportunities and assets that can be leveraged.

Task 4 Deliverables

- Brief memo documenting vision and guiding principles

Task 5 – Plan Development

This task builds on the understanding of baseline conditions, the identification of issues and opportunities, and the establishment of a vision and guiding principles to shape each plan. It includes updates to the General Plan and Major Thoroughfare Plans and LDO recommendations.

Task 5.1 – General Plan

Kimley-Horn will develop a General Plan document that functions as a comprehensive framework to guide the Town's growth and preservation. It includes two main elements:

- Future Land Use Map: The General Plan will be centered on a preferred growth strategy that expresses where and how Thompson's Station wants to grow and places that the Town wants to preserve and protect. The growth strategy will define both established and emerging residential areas that must be planned to meet Town needs and community expectations. The map will also address non-residential uses, including retail, office, industrial, and services as informed by the Economic Development Analysis. The preferred growth strategy will include a conceptual future land use map supported by narrative, imagery, and characteristics that define the land use categories.

- Topical elements: The comprehensive plan will include a variety of topical elements. For each plan element, we envision providing a statement of intent (topical goal), objectives, and actions (policies, projects, and programs). Collectively, these elements will become the comprehensive plan. Plan elements could include land use, transportation, housing, economic development, natural and cultural resources, community facilities and priority investment. Kimley-Horn will include up to four (4) plan elements as part of this task.

Both the future land use map will be policy-oriented and will not include significant data and analysis.

Task 5.2 – Major Thoroughfare Plan

Kimley-Horn's subconsultant partner, STV, Inc., will lead the development of the Major Thoroughfare

Plan (MTP). STV's work efforts as part of this task are described in an attachment to this Scope of Services.

Task 5.3 – Land Development Ordinance Recommendations
Building on the code diagnostic as part of the Task 3 baseline conditions assessment, Kimley-Horn will make recommendations to update and improve upon the Town's LDO, including the subdivision regulations and zoning ordinance. The recommendations will maintain the existing regulatory framework of the existing LDO, but will result in language that is clear, predictable and establishes a clear link to the General and Major Thoroughfare Plans.

The LDO recommendations will address:

- Simplified thoroughfare standards
- Creation of a planned unit development (PUD) process
- Streamlined permitting
- Simplified signage standards
- Comprehensive development standards, with an emphasis on commercial and mixed-use development

A draft review "matrix" of recommended standards for amendment including justification will be created for discussion. This task does not include updates, amendments or the development of specific code provisions necessary to support and implement the LDO recommendations and/or the matrix. Code updates can be provided as an additional service upon request from the Town.

Task 6 – Reporting, Adoption and Rollout
The final step in the process is to document and present the planning process. It includes a draft and final report and presentations and transfer of digital files.

Task 6.1 – Draft and Final Reports
Kimley-Horn will develop draft reports for the General Plan and Major Thoroughfare Plan. The report will be compilations of items produced as part of previous tasks. Kimley-Horn will present draft plans to staff, Planning Commission, and Board of Mayor and Aldermen. We will incorporate feedback on the draft report and create a final draft.

Task 6.2 – Data and Digital Files
Kimley-Horn will compile technical documentation and digital files for delivery via USB or ShareFile.

Task 7 – Additional Services
Any services not specifically provided for in the above scope, as well as any changes in the scope the Town requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope
- Additional analysis beyond the scope that is outlined above

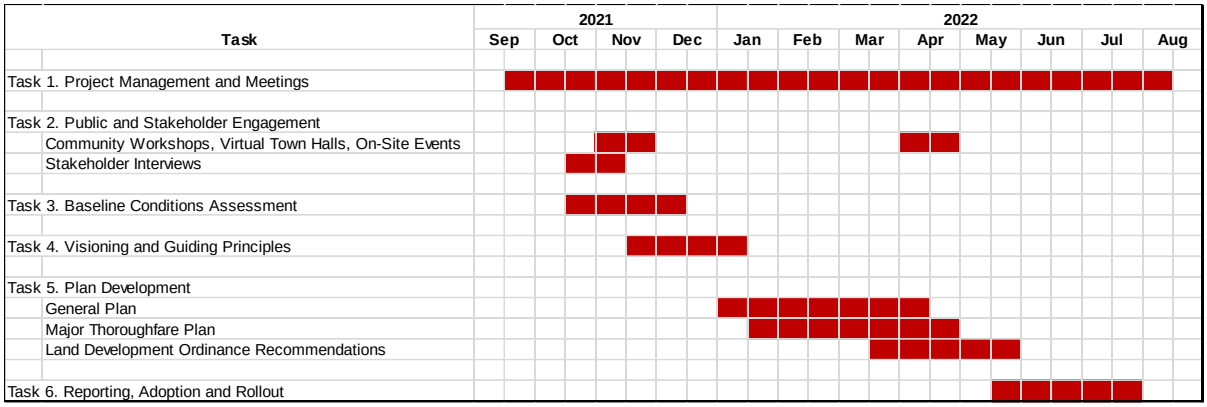
- Additional design beyond the scope that is outlined above
- Additional site visits beyond those outlined in the above scope
- Others as requested by the Client

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's Kimley-Horns or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

SCHEDULE

We will provide our services as expeditiously as practicable according to the milestone schedule below. The schedule is subject to adjustment and refinement as the plan moves forward. We will provide elected officials and other stakeholders with timely updates to the schedule as they occur.



FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 6 for the total lump sum fee below.

Task 1 Project Management and Meetings	$8,520
Task 2 Public and Stakeholder Involvement	$11,560
Task 3 Baseline Conditions Assessment	$15,980
Task 4 Visioning and Issues Identification	$5,820
Task 5 Plan Development (including Major Thoroughfare Plan)	$20,680
Task 6 Reporting, Adoption and Rollout	$10,160
Direct Expenses (public meeting materials)	$250
Subconsultant (STV, Inc.)	$47,000
Project Total	$119,970

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Town of Thompson's Station, Tennessee.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

_X_ Please email all invoices to _____

_X_ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Kevin W. Tilbury, AICP
Project Manager

Christopher D. Rhodes, P.E.
Vice President

Attachment – Standard Provisions

Agreed to this _____ day of _____, 2021.

TOWN OF THOMPSON'S STATION, TENNESSEE

SIGNED: _____

PRINTED NAME: _ _____

TITLE:__ _____

ATTACHMENT A

STV. INC. SCOPE OF SERVICES
MAJOR THOROUGHFARE PLAN

The scope of services for the Major Thoroughfare Plan element of the comprehensive plan is divided into four (4) tasks that will ultimately serve as chapters for the final MTP document. The tasks/chapters are as follows:

Task 1 - Existing Conditions
Task 2 – Future Conditions
Task 3 – Project Recommendations
Task 4 - Prioritization & Implementation Strategies

For purposes of this scope of services, a major thoroughfare is defined as a roadway functionally classified as a collector, arterial, or interstate.

Task 1 - Existing Conditions

The purpose of this task is to develop a baseline for analysis of the roadway network within the study area. This will include collection of readily available data such as roadway network connectivity, traffic counts, safety/crash data, pedestrian and bicycle facility GIS data, previous studies, etc.

Evaluation of Current Transportation Plans and other Studies: Our team will evaluate existing transportation plans and other planning studies that are relevant to the study area. It is anticipated that evaluations will be conducted for the current MTP, Williamson County MTP, Spring Hill MTP, recently approved developments in and around the Town, current zoning and land use plan, South Corridor Study (GNRC), current MPO Long Range Transportation Plan and Transportation Improvement Program, TDOT 3 Year Plan, Buckner Road Interstate Access Request study, recent traffic impact studies for developments, and any other studies that may contain valuable information related to the Thompsons Station transportation network. The purpose of these evaluations will be to identify the status of previously recommended projects, coordinate the Major Thoroughfare Plan with previous plans and studies as necessary, and to build upon the recommendations presented in previous plans as warranted.

Inventory of Existing Major Thoroughfares: Our team will conduct an inventory of the existing major thoroughfares in the study area. The inventory information will include:

- ADT (existing and historic where available)
- MPO Travel Demand Model Volumes (requires coordination and consent from GNRC)
- Crash Data (vehicular and non-motorized)
- Roadway Functional Class
- Number of Lanes
- Drainage Type (ditch, curb and gutter, etc.)

The inventory is subject to data availability in all cases.
Key roadways to be inventoried include the following:

- US 31/Columbia Pike
- US 431/Lewisburg Pike
- Thompsons Station Road
- Critz Lane
- Pantall Road
- Clayton Arnold Road
- Carters Creek Pike
- Cayce Springs Road
- Evergreen Road
- Pope's Chapel Road
- West Harpeth Road
- Sedberry Road

Analyze Existing Transportation System Connectivity and Capacity: Based on the results of the inventory task outlined above, a roadway connectivity analysis will be completed, and existing levels of service will be identified for major thoroughfares. This will assist in identifying any current connectivity and congestion deficiencies for the study area road network and begin the process of identifying potential roadway network improvements. Upon completion of the existing connectivity and capacity analysis, our team will transition to an analysis of the future conditions.

Deliverables: Existing Transportation Network Assessment (Chapter 1)
GIS Mapping

Task 2 - Future Conditions

To determine the future needs and associated project recommendations, the consultant team must utilize multiple data sources and analytical tools to project future demand on the Thompsons Station roadway network. The associated data and analysis will provide a vision for what the future traffic conditions will look like and provide a foundation for which project recommendations can be developed.

The future conditions task will provide the Town with an assessment of the future demands on the transportation network by considering pending growth and development and analyzing the potential impacts from the land use plan that will come from the overall comprehensive planning process. The consultant team will utilize a variety of tools to determine the future demands on the transportation

network. These tools include historic ADT and associated trends, MPO 2040 Existing Plus Committed model outputs, anticipated traffic increases from proposed and recently approved developments, and proposed roadway connectivity from newly approved developments. Future demand will be graphically depicted utilizing a traditional Level of Service (LOS) scale for all major thoroughfares. This scale has been proven to be easily understood by stakeholders and the public and can be depicted in many different formats including GIS mapping, online mapping, and in tabular form.

Deliverables: Future Transportation Network Assessment (Chapter 2)
GIS Mapping

Task 3 - Project Recommendations

Utilizing the described data and analytical tools to identify the future characteristics of the roadway network as described above, the consultant team will begin to formulate project recommendations for major thoroughfares. Project recommendations will be based on recommendations for connectivity to key trip generators and attractors throughout the town, roadway levels of service, and safety/crash related issues. Planning level cost estimates will be produced for each project recommendation and will be based on the latest cost estimating tool from TDOT.

Potential types of roadway project recommendations could include:

- Capacity Improvements (typically in the form of road widening/lane additions)
- Safety Improvements (could include intersection reconstruction, signalization/lighting, drainage improvements, etc.)
- Connectivity/Network Redundancy Improvements

Deliverables: Roadway Project Recommendations (Chapter 3)

Task 4 - Prioritization & Implementation Strategies

Once the project recommendations and associated planning level cost estimates from the previous task are finalized, the consultant team will work with Town Staff to prioritize the various projects based on a multitude of variables that will include public feedback from the planning process, project need (based on data from the existing and future conditions tasks), and project cost. This prioritized list of projects will make up the recommended projects list and will be incorporated into the final Major Thoroughfare Plan document for consideration by the Planning Commission.

In addition to the prioritized list of projects, potential funding sources will be identified for the projects. These sources will likely range from state/federal funding to local funds and could include grant opportunities and public private partnerships. There are a variety of funding options for transportation projects that vary depending on the type of project.

Deliverables: Prioritized Project List and Potential Funding Sources (Chapter 4)

Kimley-Horn AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
(d) Arrange for access to the site and other property as required for the Consultant to provide its services.
(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
(g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters

that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor’s general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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 14, 2021

TO: BOMA

FROM: Micah Wood, AICP Planning Director

SUBJECT: All Aboard Comprehensive Planning Process

Town Staff recommends that BOMA approve the contract with Kimley Horn for the All Aboard Comprehensive Planning Process. Town Staff formed a Selection Committee that unanimously recommended the selection of Kimley Horn based on their qualification. A number of firms submitted proposals to the Town; however, in the Selection Committee's view, Kimley Horn is the proper chose based on their experience both in Middle Tennessee and around the country with both comprehensive planning and regulatory/urban design standards.

The Town, for decades, has endeavored to prevent growth from overwhelming the existing community character. A major objective of the All Aboard planning process is to ensure that balanced approach to preservation and growth continues.

Background on the All Aboard Process

The Town of Thompson's Station's current policy and regulatory framework for environmental protection, land use, and transportation were adopted from 2015-2019 as sperate documents. The Town's proposed wastewater treatment plant upgrade, scheduled to be completed in early 2023, will open the Town to tremendous growth pressures. In an effort to be ready for the coming growth and development, the Town is seeking consultants who will analyze all relevant data, existing and future market conditions, study current and future development patterns, and transportation issues to establish goals and objectives to allow the Town to develop both policy and regulatory strategies that will help the Town reflect the community's vision for future growth and development while preserving and enhancing the quality of life in Thompson's Station. The planning process will include simultaneous updates to the following documents:

- General Plan,
- Major Thoroughfare Plan, and
- Land Development Ordinance.

An Economic Development Analysis will occur in parallel to the All Aboard Comprehensive Planning Process; however, it is not included in the scope of the All Board contract.

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Thompson's Station, TN 37179

The following sets the Town's general expectations for the All Aboard Comprehensive Planning Process:

Comprehensive Public Engagement, to include at a minimum: a Steering Committee, a series of public input meetings, online engagement, and other activities to help ensure the planning process is a reflection of the community. The selected planning consultant will be expected to offer a robust public engagement process that mixes both in person and virtual activities.

The Town's General Plan functions as a comprehensive framework plan for Thompson's Station. The public engagement process should lead to the creation of a Vision Statement for the Town of Thompson's Station that encapsulates and distills the All Aboard Comprehensive Planning Process. Town Staff expects the community engagement to lead and inform the a set of guiding principals for the Town's future growth and development. This process will result in an updated General Plan that will augment and better focus each existing plan element to ensure the Plan guides future growth. At a minimum, the guiding policies are expected to equip the Town to:

- Bolster neighborhood and Town character,
- Incorporate sustainability and low impact development measures,
- Balance preservation and growth,
- Ensure economic vitality and equity, and
- Promote fiscal stability.

The Town's Major Thoroughfare Plan (MTP) functions as a comprehensive transportation policy plan for Thompson's Station. This process will result in an updated MTP that will refresh the policies and projects from the 2019 MTP, while providing realistic opinion of probable costs for recommended projects and a realistic framework for Town project prioritization. A major emphasis of the MTP update will be the incorporation of multimodal elements, Townwide.

The Town's Land Development Ordinance (LDO) was adopted in 2015 and includes the Town's Subdivision Regulations and Zoning Ordinance. This process will work within the existing LDO regulatory framework and result in a turn-key LDO that is clear, predicable, and establishes standards and regulations to enact the guiding principals of the General Plan and the Major Thoroughfare Plan. Town Staff has identified the following LDO updates to include: updated and simplified throughfare standards; the creation of a PUD process that ensures the Town accrues benefits from any PUD developments; simplified and clarified permitting processes; simplified signage standards; and creation of comprehensive development standards as part of the zoning process, with an emphasis on commercial and mixed use standards. Town Staff fully expects other LDO changes to be identified as part of the All Aboard planning process.

Recommendation

Staff recommends approval of the contract with Kimley Horn.

RESOLUTION NO. 2021-018
A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE FOR USE THE COMMERCIAL RESERVATION OF WASTEWATER CAPACITY AGREEMENT WITH THE TOWN OF THOMPSON'S STATION

WHEREAS, the Town of Thompson's Station (the "Town) adopted by Ordinance 2020-007, a policy and procedure for the reservation of wastewater capacity as Municipal Code 18-301 to 18-307; and

WHEREAS, the Utility Board and Staff for the Town of Thompson's Station have reviewed and recommended to the Board of Mayor and Alderman pursuant to the terms of Municipal Code 18-301 to 18-307, the adoption, approval and use of the *Commercial Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station,* attached hereto as Exhibit 1;

WHEREAS, as contemplated in Municipal Code 18-301 to 18-307, the *Commercial Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station,* attached hereto as Exhibit 1, is for the purpose of allowing commercial developers or owners to reserve wastewater capacity, after application has been made, based on the conditions and terms of the Municipal Code and of the Reservation Agreement.

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

That the Town of Thompson's Station, Tennessee does adopt and approve for use the *Commercial Reservation of Wastewater Capacity Agreement with the Town of Thompson's Station*, attached hereto as Exhibit 1, for the purpose of allowing commercial developers or owners to reserve wastewater capacity based on the conditions and terms of the Municipal Code and of the Reservation Agreement.

That the Board of Mayor and Alderman do hereby approve, and the Mayor is authorized to sign the appropriate documents on behalf of the Town for this purpose.

RESOLVED AND ADOPTED this ____ day of _____ 2021.

_____
Corey Napier, Mayor

ATTEST:

_____
Town Recorder

APPROVED AS TO LEGALITY AND FORM:

_____
Town Attorney

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the _____ day of _____, 20___ (hereinafter the "Effective Date"), by and between _____/_____ with principal offices located at _____/_____, (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Developer,_____/Owner,_____ is the owner of real property located on _____ and _____ and identified as Williamson County tax map _____, parcel(s) _____. The property contains approximately _____ acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned _____ (_____).

2. The Developer/Owner desires to improve and develop the Commercial Project Site or a portion of the Project Site into a development to be known as _____, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.

3. This Agreement is subject to the Town's final approval of the required Commercial Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law.

4. The Developer/Owner and Town agree that all necessary commercial project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.

5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated _____. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated _____, which is attached hereto and incorporated herein by reference, as **Exhibit "B".**

6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve

Exhibit No. 1

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

7. This agreement is subject to compliance by the Developer/Owner to install necessary and required public improvements (hereinafter "Public Improvements") the wastewater system necessary to accommodate the flow proposed by the development, as well as all other improvements designated herein, at no cost to the Town, as attached as **Exhibit C** hereto.

8. The Developer/Owner agrees to install and maintain private improvements and amenities, as applicable and as shown on the necessary commercial project documents, including, but not limited to: private streets and alleys, fences, walls, lakes, common open space, open space amenities, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town, except as required by ordinance.

9. The Town agrees to reserve wastewater capacity for the Commercial Project subject to the Developer/Owner's compliance with applicable Town rules and regulations and the conditions set forth herein, to include, but not be limited to, the Town's Land Development Ordinance (LDO) and, further, the Town agrees to provide customary services to the Commercial Project in accordance with the Town's rules and regulations after Final Acceptance, as defined herein and by Town policy.

II. GENERAL CONDITIONS

1. *Payment* – Where applicable, prior to the assignment by the Town to the Developer/Owner of the reservation of wastewater capacity, the Developer/Owner shall deliver to the Town the requisite payment pursuant to the terms and conditions as provided in Ordinance No. 2020-007 / Town Code 18-301 thru18-307, and other applicable codes and ordinances.

2. *Approval of the Necessary Project Documents* - The Necessary Project Documents, which are attached hereto as **Collective Exhibit "A"** and incorporated herein by reference, shall be those required by the Town Staff, provided that the same are in compliance with Town rules and regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit "B"**.

3. *Construction:* - The Developer/Owner shall not carry on or permit construction activities under this Agreement at the Project location unless and until the Town has provided approval, pursuant to the terms and conditions herein and compliance by the Developer/Owner requirements, of **Collective Exhibit "A".**

4. *Capacity Reservation*: - The Developer/Owner agrees, acknowledges, and accepts that the reservation of capacity is subject to the terms of the Engineer Letter of Findings (ELF) of which capacity may be dedicated permanently to the development provided:
   a. All necessary water/sewer construction, as determined by the Town, has been completed, accepted, and dedicated to the Town of Thompson's Station to accommodate the reservation of Wastewater capacity as provided in the Engineer Letter of Findings (ELF);

b. All necessary construction submissions, as determined by the Town Staff , have been submitted by the Developer/Owner;

c. All required payments have been submitted by the Developer/Owner to the Town pursuant to Town code, ordinance and/or Land Development Ordinance (LDO);

d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.

e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.

5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.

6. *Developer/Owner's Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.

7. *Developer/Owner's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.

   a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
   b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.
   c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.
   d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
   e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.

8. *Duration of Reservation of Capacity* –

a. The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater

capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance and dedication of the Membrane Bioreactor pump system (MBR) or the regional treatment plant facilities and of other requirements as provided herein. Further, the Town and the Developer/Owner agree the duration of the reservation for the (1) one-year term and possible renewal, pursuant to the terms enumerated in Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, shall toll and commence upon written notice to the Developer/Owner of the availability of such reserved wastewater capacity to the Developer/Owner. The purpose of this section is to clarify that the (1) one-year duration of the reservation of capacity shall start upon the written notice by the Town to the Developer/Owner of when such time period shall commence based on and subject to the provisions as provided herein. Such one year time period may be extended pursuant to the provisions as provided within the Ordinance/Code.

Prior to the commencement of the (1) one year period, the Developer/Owner may proceed to obtain necessary rezoning, annexation, and approval of the site plan for the Commercial Project in accordance with the Land Development Ordinance (LDO). During the one (1) year reservation of capacity, the Developer/Owner shall be responsible for obtaining all required approvals of the Commercial Project by the Town relating to all commercial development plans/documents, to include, but not limited to: annexations, rezonings, site plans, and/or plat approvalsin accordance with the Town's charter, ordinances, rules, regulations, policies, applicable permits, applicable sureties, as well as Federal and State laws, which shall be referred to as the Town's Regulations. The Certificate of Occupancy shall not be issued by the Town unless and until the reserved capacity has been approved for connection by the Town to the MBR for use by the Developer/Owner, which approval shall occur upon the dedication of the MBR, subject to the terms and conditions of this Agreement. The Town shall grant such allocation of capacity for a period of (5) five years as to the use of the wastewater capacity by the Developer/Owner at which time the allocation shall terminate and revert to the Town, at no cost to the Town, unless within (6) six months of the expiration of the (5) five year term, the Developer/Owner makes application in writing and obtains approval by the Town, for an extension for a period of up to (3) three years as to the allocation as to the remaining wastewater capacity available for the Commercial Project. After the (3) three-year period has elapsed, the capacity shall revert to the Town, at no cost to the Town.

b. This Reservation Agreement is for commercial development only and is not applicable to mixed use development.

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

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

11. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.

    a. If the Developer/Owner has not corrected the violation identified in the NOV, then the Developer/Owner agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer/Owner shall reimburse the Town for all such expenses plus an additional reasonable administrative cost equal to twenty-five percent (25%) of such expense.
    b. Prior to releasing any Security hereunder and as herein defined, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer/Owner.
    c. The Town may issue a Stop Work Order (SWO) if the Developer/Owner does not promptly correct any deficiency or violation identified in the NOV in the reasonable time determined by the Town. The Developer/Owner agrees to comply with any SWO issued by the Town. If Developer/Owner fails to comply with a SWO, the Developer/Owner shall be responsible for all costs the Town incurs, including reasonable attorneys' fees, in seeking a restraining order or other injunctive relief or legal action to remedy any deficiency or violation.

12. *Ownership of Public Improvements* - The Developer/Owner shall be responsible for all Public Improvements required by the Town and the Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance of the Public Improvement(s) occurs in accordance with the LDO and Town policy.

13. *Relocation of Existing Improvements* - The Developer/Owner shall be responsible for the cost and liability of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site, along with the responsibility for obtaining necessary right-of-way (ROW) and/or

easements for such infrastructure relocation, modification, and/or removal, at no cost to the Town.

14. *Right of Entry* - The Developer/Owner agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it, as determined by the Town in its sole and absolute discretion. The Developer/Owner will reimburse the Town for the costs incurred by the Town in making said repairs, plus an additional reasonable fee for administrative costs not to exceed twenty-five percent (25%).

15. *Safety* - The Developer/Owner shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site at all reasonable and necessary times.

16. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.

17. *Termination of Agreement* – This Agreement may be terminated by the Town if the Developer/Owner fails to comply fully with the terms and conditions of this Reservation Agreement.

    a. The Town will give the Developer/Owner/Owner sixty (60) days written notice of the intent of the Town to terminate the Reservation Agreement, stating the reasons for termination, and giving the Developer/Owner a reasonable time to correct any failures in compliance, as determined by the Town.
    b. If after receiving a Notice of Termination of the Reservation Agreement by the Town, the Developer/Owner corrects the non-compliance within the time specified in the Notice of Termination, the Reservation Agreement shall remain in full force and effect.
    c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

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

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

a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.

b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.

c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.

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

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

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of _____ gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is

available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of _____gpd for treatment, the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Commercial Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

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

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

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

3. *Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.

4. *Joinder of Owner* - If the Developer/Owner is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer/Owner.

5. *Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if

such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which rends it valid.

6. *No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

7. *Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.

8. *Authority to Execute* – Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

_____

_____
Print Name & Title

Date:_____

OWNER (if applicable):

_____

_____
Print Name

Date:_____

TOWN OF THOMPSON'S STATION:

_____
TOWN MAYOR

Date:_____

Exhibit "A"

Necessary Project Documents

Exhibit "B"

Engineer's Letter of Findings (ELF)

Exhibit "C"
Public Improvements

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

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THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the _____ day of _____, 20___ (hereinafter the "Effective Date"), by and between _____/_____ with principal offices located at _____/_____, (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Developer,_____/Owner,_____ is the owner of real property located on _____ and _____ and identified as Williamson County tax map _____, parcel(s) _____. The property contains approximately _____ acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned _____ (_____).

2. The Developer/Owner desires to improve and develop the Commercial Project Site or a portion of the Project Site into a development to be known as _____, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.

3. This Agreement is subject to the Town's final approval of the required Commercial Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law.

4. The Developer/Owner and Town agree that all necessary commercial project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.

5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated _____. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated _____, which is attached hereto and incorporated herein by reference, as **Exhibit "B".**

6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve

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

7. This agreement is subject to compliance by the Developer/Owner to install necessary and required public improvements (hereinafter "Public Improvements") the wastewater system necessary to accommodate the flow proposed by the development, as well as all other improvements designated herein, at no cost to the Town, as attached as **Exhibit C** hereto.

8. The Developer/Owner agrees to install and maintain private improvements and amenities, as applicable and as shown on the necessary commercial project documents, including, but not limited to: private streets and alleys, fences, walls, lakes, common open space, open space amenities, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town, except as required by ordinance.

9. The Town agrees to reserve wastewater capacity for the Commercial Project subject to the Developer/Owner's compliance with applicable Town rules and regulations and the conditions set forth herein, to include, but not be limited to, the Town's Land Development Ordinance (LDO) and, further, the Town agrees to provide customary services to the Commercial Project in accordance with the Town's rules and regulations after Final Acceptance, as defined herein and by Town policy.

II. GENERAL CONDITIONS

1. *Payment* – Where applicable, prior to the assignment by the Town to the Developer/Owner of the reservation of wastewater capacity, the Developer/Owner shall deliver to the Town the requisite payment pursuant to the terms and conditions as provided in Ordinance No. 2020-007 / Town Code 18-301 thru18-307, and other applicable codes and ordinances.

2. *Approval of the Necessary Project Documents* - The Necessary Project Documents, which are attached hereto as **Collective Exhibit "A"** and incorporated herein by reference, shall be those required by the Town Staff, provided that the same are in compliance with Town rules and regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit "B"**.

3. *Construction:* - The Developer/Owner shall not carry on or permit construction activities under this Agreement at the Project location unless and until the Town has provided approval, pursuant to the terms and conditions herein and compliance by the Developer/Owner requirements, of **Collective Exhibit "A".**

4. *Capacity Reservation*: - The Developer/Owner agrees, acknowledges, and accepts that the reservation of capacity is subject to the terms of the Engineer Letter of Findings (ELF) of which capacity may be dedicated permanently to the development provided:
   a. All necessary water/sewer construction, as determined by the Town, has been completed, accepted, and dedicated to the Town of Thompson's Station to accommodate the reservation of Wastewater capacity as provided in the Engineer Letter of Findings (ELF);

b. All necessary construction submissions, as determined by the Town Staff , have been submitted by the Developer/Owner;

c. All required payments have been submitted by the Developer/Owner to the Town pursuant to Town code, ordinance and/or Land Development Ordinance (LDO);

d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.

e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.

5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.

6. *Developer/Owner's Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.

7. *Developer/Owner's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.

   a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.
   b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.
   c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.
   d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.
   e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.

8. *Duration of Reservation of Capacity* – a. The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance

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

b. This Reservation Agreement is for commercial development only and is not applicable to mixed use development.

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

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determined by the Town, at the time of approval of the Site Plan. Said fee shall be remitted to the Town's wastewater fund.

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

11~~0~~. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.

a. If the Developer/Owner has not corrected the violation identified in the NOV, then the Developer/Owner agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all expenses incurred in performing the work. Developer/Owner shall reimburse the Town for all such expenses plus an additional reasonable administrative cost equal to twenty-five percent (25%) of such expense.
b. Prior to releasing any Security hereunder and as herein defined, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer/Owner.
c. The Town may issue a Stop Work Order (SWO) if the Developer/Owner does not promptly correct any deficiency or violation identified in the NOV in the reasonable time determined by the Town. The Developer/Owner agrees to comply with any SWO issued by the Town. If Developer/Owner fails to comply with a SWO, the Developer/Owner shall be responsible for all costs the Town incurs, including reasonable attorneys' fees, in seeking a restraining order or other injunctive relief or legal action to remedy any deficiency or violation.

12~~1~~. *Ownership of Public Improvements* - The Developer/Owner shall be responsible for all Public Improvements required by the Town and the Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance of the Public Improvement(s) occurs in accordance with the LDO and Town policy.

132. *Relocation of Existing Improvements* - The Developer/Owner shall be responsible for the cost and liability of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site, along with the responsibility for obtaining necessary right-of-way (ROW) and/or easements for such infrastructure relocation, modification, and/or removal, at no cost to the Town.

143. *Right of Entry* - The Developer/Owner agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it, as determined by the Town in its sole and absolute discretion. The Developer/Owner will reimburse the Town for the costs incurred by the Town in making said repairs, plus an additional reasonable fee for administrative costs not to exceed twenty-five percent (25%).

154. *Safety* - The Developer/Owner shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site at all reasonable and necessary times.

165. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.

176. *Termination of Agreement* – This Agreement may be terminated by the Town if the Developer/Owner fails to comply fully with the terms and conditions of this Reservation Agreement.

a. The Town will give the Developer/Owner/Owner sixty (60) days written notice of the intent of the Town to terminate the Reservation Agreement, stating the reasons for termination, and giving the Developer/Owner a reasonable time to correct any failures in compliance, as determined by the Town.
b. If after receiving a Notice of Termination of the Reservation Agreement by the Town, the Developer/Owner corrects the non-compliance within the time specified in the Notice of Termination, the Reservation Agreement shall remain in full force and effect.
c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

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

187. *Transfers of Project Ownership* - Until all obligations of the Developer/Owner under this Reservation Agreement have been fully met and satisfied, the Developer/Owner agrees that neither the Project Site nor any portion thereof will be transferred to another party without first providing the Town with a thirty (30) calendar day written notice of when the proposed transfer is to occur and the identity of the proposed transferee, along with the appropriate contact information for the proposed transferee, including address and telephone number of the proposed transferee. Additionally, such transfer shall be subject to written approval by the

Town as provided herein and no transfer shall be acknowledged and effective unless and until approved by the Town.

a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.

b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.

c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.

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

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

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of _____ gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the

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

IV. MISCELLANEOUS PROVISIONS

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

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

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

3. *Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.

4. *Joinder of Owner* - If the Developer/Owner is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly

and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer/Owner.

5. *Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which rends it valid.

6. *No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

7. *Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.

8. *Authority to Execute* – Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

_____

_____
Print Name & Title

Date:_____

OWNER (if applicable):

_____

_____
Print Name

Date:_____

TOWN OF THOMPSON'S STATION:

_____
TOWN MAYOR

Date:_____

Exhibit "A"
Necessary Project Documents

Exhibit "B"
Engineer's Letter of Findings (ELF)

Exhibit "C"
Public Improvements

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 14, 2021

TO: BOMA

FROM: Micah Wood, AICP
Planning Director

SUBJECT: **Item 6 – Ordinance 2021-012 – Land Development Ordinance Amendment**

In Town Staff's on-going process improvement efforts to provide updates to the Land Development Ordinance to ensure a clear and predicable regulatory process, the following amendments are offered for consideration:

Appendix C
In collaboration with the Town Engineer, Town Wastewater Engineer, and Town Attorney, Staff presents these revised plat certificates for review and approval. The intent in presenting these revisions is to ensure that both Town Staff and the Town's consultants can sign plat the certificates for Planning Commission approved final plats.

Planning Commission Recommendation
Staff recommends that the Planning Commission provide a favorable recommendation onto the BOMA for these text amendments.

Staff Recommendation
Staff recommends the BOMA approve these LDO text amendments.

Attachments
Ordinance 2021-012
Exhibit A

ORDINANCE NO. 2021-012

AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND APPENDIX C OF THE LAND DEVELOPMENT ORDINANCE TO CLEAN UP AND CLARIFY CERTAIN PLAT CERTIFICIATES

WHEREAS, Town Staff and the Planning Commission recommends changes certain provisions of the Town's Land Development Ordinance ("LDO") to amend Appendix C of the LDO in order to revise plat certificates required for signature by officials for final plats approved by the Thompson's Station Planning Commission.

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

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

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

Section 1. That the Town of Thompson's Station's Land Development Ordinance is hereby amended by adopting the changes as set out in Exhibit A attached hereto and incorporated herein by reference. After final passage, Town Staff is directed to incorporate these changes into an updated, codified Land Development Ordinance document with the date of BOMA approval and said document shall constitute the Zoning Ordinance and Subdivisions Regulations 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 _____, 2021.

_____
Corey Napier, Mayor

ATTEST:

_____
Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the _____, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2021.

Recommended for approval by the Planning Commission on August 24, 2021.

APPROVED AS TO FORM AND LEGALITY: _____Town Attorney

EXHIBIT "A"

Words noted with a ~~strikethrough~~ are to be deleted and words in red text includes new language to be added.

Appendix C

PLAT CERTIFICATES

Certificate for Addresses

I do hereby certify that the addresses denoted on this final plat are those assigned by ~~Department of Information Technology (IT)~~ Williamson County E-911.

Date **~~IT Department, Title~~ Williamson County E-911 Department, Title**

Certificate of Ownership & Dedication

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in book number___, page_, R.O.W.C. and that I (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction line ~~and that offers of irrevocable dedication for all public streets, utilities and other utilities have been filed as required by these regulations~~. I (we) do further certify that the recording of this plat is an irrevocable offer of dedication to the Town (or applicable Utility), subject to the Town's approval and acceptance per the Town's Land Development Ordinance, for all public streets, utilities, and other public improvements.

Date **Owner, Title**

Certificate of Approval of Subdivision Name and Street Names

I do hereby certify that the subdivision name and street names denoted on this final plat have been approved by the Williamson County Emergency Communications Agency.

Date **Department, Title**

Certification of the Approval of Streets

~~I hereby certify (1) that~~ All streets designated on this final subdivision plat have been installed in an acceptable manner and according to Thompson's Station's ~~Subdivision Regulations~~ Land Development Ordinance, or ~~(2) that~~ a surety bond approved by the Planning Commission has been posted, per the Land Development Ordinance, with the ~~Planning Commission~~ Town to assure completion of all required improvements in case of default.

Date **Town Engineer**

Certificate of Accuracy

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Thompson's Station Municipal Planning Commission and that the monuments have been or will be placed as shown here on to the specifications of the ~~subdivision regulations~~ Land Development Ordinance as approved by the Town Engineer. This is a Category__survey and the ratio of precision of the unadjusted survey is greater than 1:10,000 as shown hereon.

Date **Registered Land Surveyor**

Certificate of Approval for Recording

I hereby certify that the subdivision plat shown hereon has been found to comply with the Thompson's Station ~~Subdivision Regulations~~ Land Development Ordinance with the exception of such ~~variances~~ approved deviations, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the County Register.

Date **Secretary, Planning Commission**

Certificate of Approval of Utility Systems

~~I hereby certify that~~ The following utility systems outlined or indicated on the plan shown hereon have been either installed in conformity ~~accordance~~ with current local and/or state government requirements or ~~that~~ a surety bond has been posted with the ~~Planning Commission~~ Town to assure completion of all required improvements in case of default. ~~Also, I certify that~~ Upon information and review, the hydraulic design criteria specified in ~~Section 3-106 of~~ the Thompson's Station Subdivision Regulations have been met. Any approval is at all times contingent upon continuing compliance with the aforementioned requirements.

Water System

Date **Name, Title, and Agency of Authorized Approving Agent**

Sewer System

Date **Town Engineer or Name, Title, and Agency of Authorized Approving Agent**

Certificate of Approval of Middle Tennessee Electric Membership Corporation

I hereby certify that the requirements set forth in rules, regulations, by-laws, policy and operational bulletins, plat approval checklist and tree planting guidelines have been met for MTEMC. Any approval is at all times contingent upon continuing compliance with the aforementioned requirements.

Date **Name, Title, and Agency of Authorized Approving Agent**

Middle Tennessee Electric Membership Corporation (MTEMC) will provide electric service to the subject property according to the normal operating practices of MTEMC as defined in the rules and regulations, bylaws, policy bulletins and operational bulletins of MTEMC, and in accordance with the plat approval checklist, tree planting guidelines and other regulations contained on the MTEMC website at www.mtemc.com (collectively the "Requirements"). No electric service will be provided until MTEMC's Requirements have been met and approved in writing by an authorized representative of MTEMC. Any approval is, at all times, contingent upon continuing compliance with MTEMC's Requirements.

Date: 9/7/2021

To: BOMA/Town of Thompson's Station

From: Ragan Smith - Brandon Baxter

Re: Item # 7 and Information Only B2 - Critz Lane Traffic Plan/BOMA Action regarding Detours/Condemnation

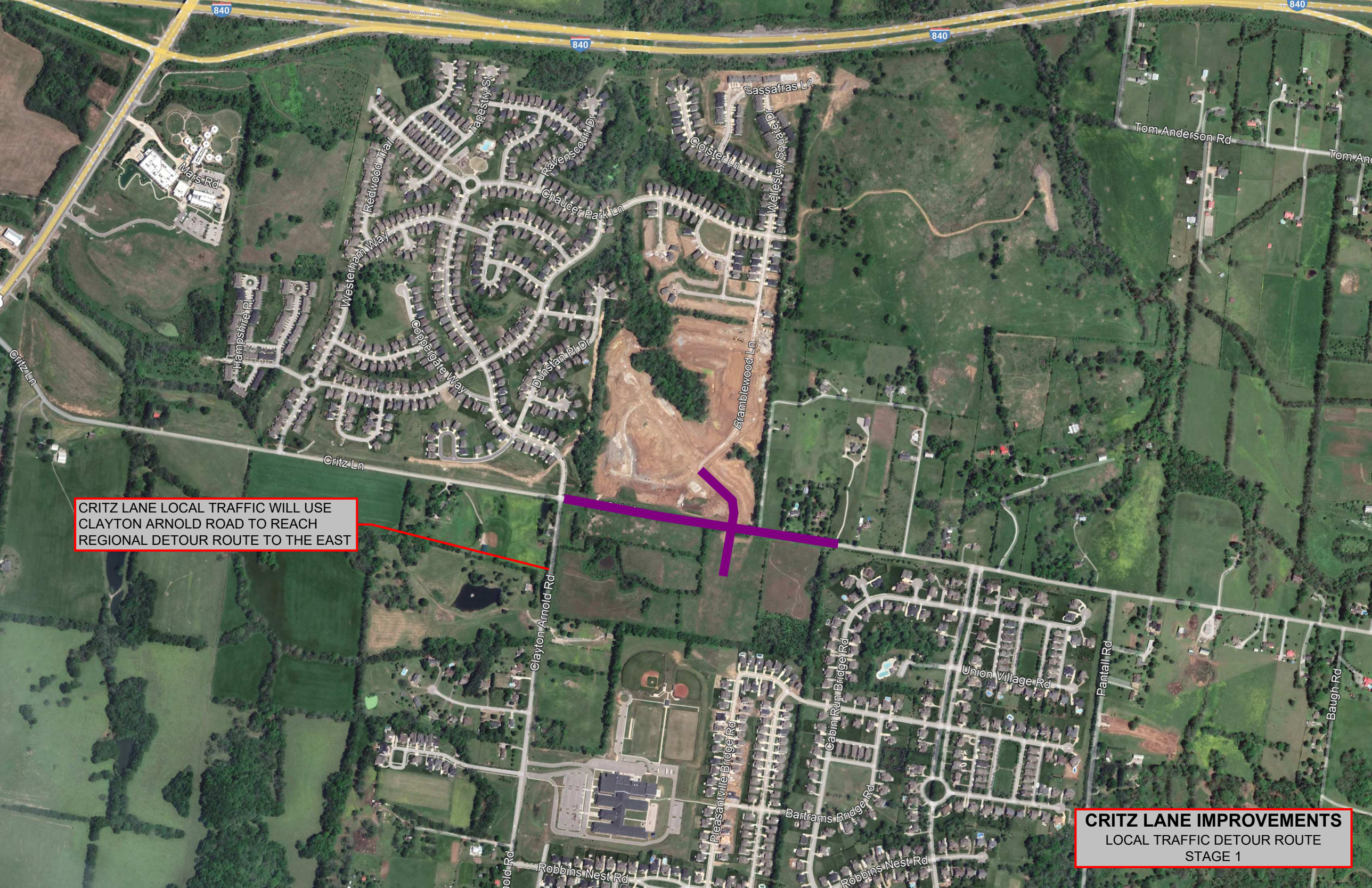
I have attached 2 maps showing the Regional Traffic Detour Route and the Local Traffic Detour Route for the Critz Lane project for inclusion in the BOMA packet.

Below is a timeline summary for the final informational section of the agenda.

- Detour Route Construction: Summer 2020 – Spring 2021
- Utility Relocating: Fall 2020 – Summer 2021
- Road Construction Start: September 2021
    - Stage 1: September-November 2021
    - Stage 2: November 2021- Project Completion
- Project Completion: 4th Quarter 2022

Thanks,

Brandon Baxter


840
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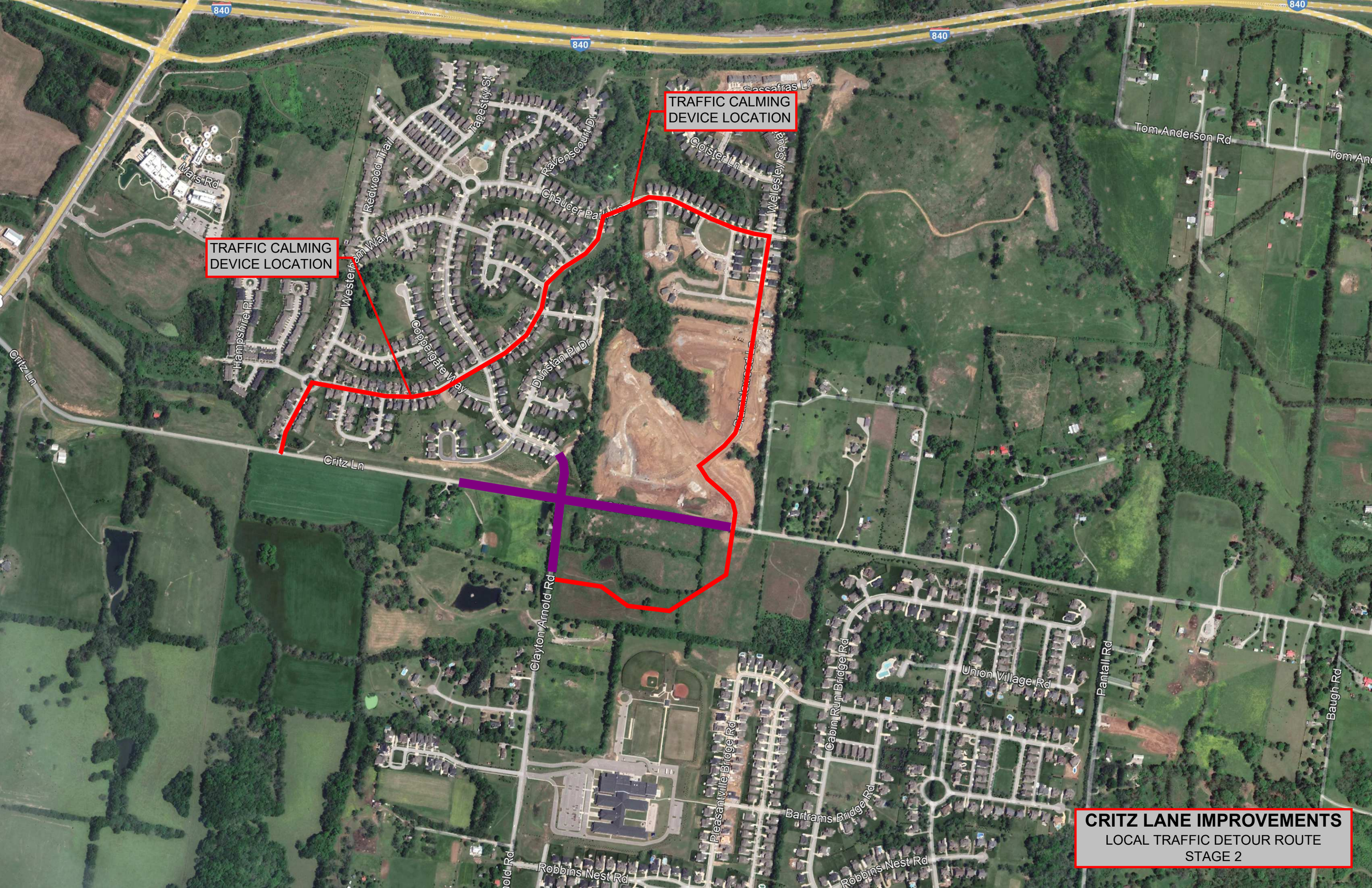
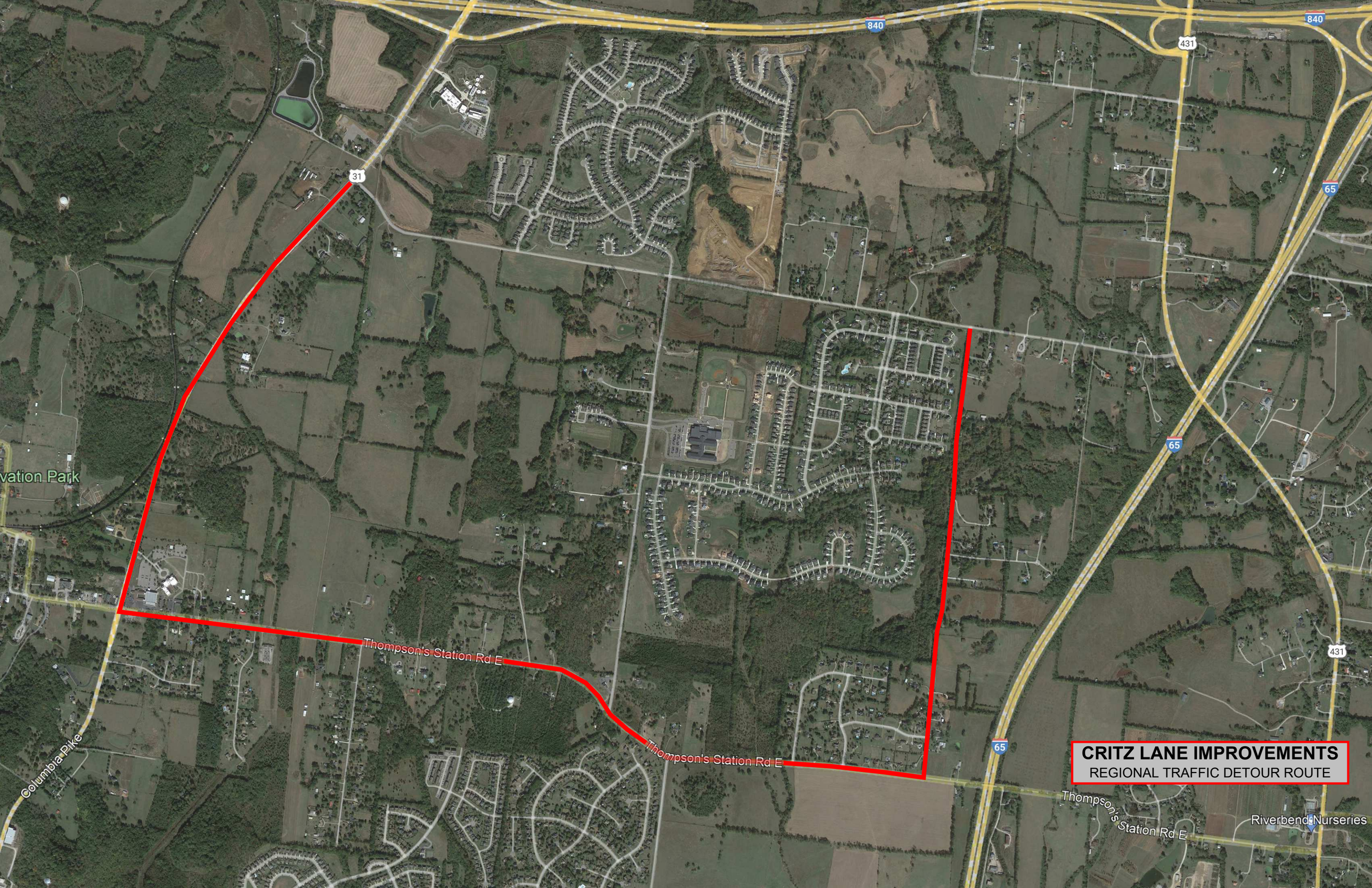
Mars Rd
Tapestry St
Redwood Trail
Ravenscourt Dr
Chaucer Park Ln
Sassafras Ln
Coister Ln
Wellesley Schools Pl
Tom Anderson Rd
Westerham Way
Hampshire Pl
Coppergate Way
Dunstan Pl Dr
Bramblewood Ln
Critz Ln
Critz Ln
CRITZ LANE LOCAL TRAFFIC WILL USE
CLAYTON ARNOLD ROAD TO REACH
REGIONAL DETOUR ROUTE TO THE EAST
Clayton Arnold Rd
Union Village Rd
Pantall Rd
Baugh Rd
Cabin Run Bridge Rd
Pleasantville Bridge Rd
Bartrams Bridge Rd
Robbins Nest Rd
Robbins Nest Rd
CRITZ LANE IMPROVEMENTS
LOCAL TRAFFIC DETOUR ROUTE
STAGE 1



CRITZ LANE IMPROVEMENTS
LOCAL TRAFFIC DETOUR ROUTE
STAGE 2


840
840
431
31
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vation Park
Thompson's Station Rd E
Thompson's Station Rd E
Columbia Pike
Thompson's Station Rd E
Riverbend Nurseries
CRITZ LANE IMPROVEMENTS
REGIONAL TRAFFIC DETOUR ROUTE

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

THIS RESERVATION AGREEMENT (hereinafter the "Agreement"), is made effective this the **14th** day of **September**, 20**21** (hereinafter the "Effective Date"), by and between **Phillips Builders** with principal offices located at **1118 Lochland Drive**, **Gallatin, TN 37066** (hereinafter the "Developer/Owner"); and the Town of Thompson's Station, Tennessee, a municipality duly incorporated, organized, and existing under the laws of the State of Tennessee (hereinafter the "Town").

I. PURPOSE OF THE AGREEMENT

1. The Owner, **Jason Phillips/Phillips Builders**, is the owner of real property located in **Tollgate Village** and identified as Williamson County tax map **132**, parcel **1**. The property contains approximately **18.09** acres +/-, (hereinafter the "Project Site"). The Project Site is currently zoned & **NC (Neighborhood Commercial)**.

2. The Developer/Owner desires to improve and develop the Project Site or a portion of the Project Site into a development to be known as **Tollgate Village Section 16B**, (hereinafter the "Project"), under the ordinances, rules, and regulations of the Town.

3. This Agreement is subject to the Town's final approval of the required Project plans/documents for the Project, which include, but are not limited to: annexations, rezonings, site plans, and/or plat approvals (with conditions as determined by the Town); detailed construction plans and specifications, in accordance with the Town's charter, ordinances, rules, regulations, and policies, applicable sureties, applicable permits, (hereinafter referred to as "Town Regulations") as well as Federal and State law..

4. The Developer/Owner and Town agree that all necessary project documents, as determined and required by the Town Staff for the purpose of determining wastewater capacity and as required for the engineer letter of findings (ELF), shall be attached to this Agreement as **Collective Exhibit "A"** and incorporated herein by reference.

5. This Agreement is pursuant to Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, along with the engineer review and the engineer letter of findings (ELF) generated from the review related to the wastewater system capacity reservation dated **August 18, 2021**. Developer/Owner agrees, acknowledges, and confirms the receipt of the engineer review letter and the findings dated **August 18, 2021**which is attached hereto and incorporated herein by reference, as **Exhibit "B".**

6. The Developer/Owner agrees, acknowledges, and accepts the terms of the engineer letter of findings (ELF) related to the wastewater system capacity reservation pertaining to the Project, as submitted by the Developer/Owner. Developer/Owner, by agreeing, acknowledging, and accepting the terms of the engineer letter of findings, along with the requirements of the submission of the necessary project documents and compliance with Ordinance No. 2020-007 / Town Code 18-301 thru 18-307, and other applicable codes and ordinances, does reserve capacity pursuant to and subject to the engineer letter of findings (ELF) incorporated herein by reference as **Exhibit "B".**

7. This agreement is subject to compliance by the Developer/Owner to install necessary and required public improvements (hereinafter "Public Improvements") the wastewater system necessary to accommodate the flow proposed by the development, as well as all other improvements designated herein, at no cost to the Town, as attached as **Exhibit C** hereto.

8. The Developer/Owner agrees to install and maintain private improvements and amenities, as applicable and as shown on the necessary project documents, including, but not limited to: private streets and alleys, fences, walls, lakes, common open space, open space amenities, site lighting, storm water management systems, retention and/or detention basins, storm sewers, inlets etc., landscaping and related irrigation systems, relative to said Project, none of which shall be accepted for maintenance by the Town, except as required by ordinance.

9. The Town agrees to reserve wastewater capacity for the Project subject to the Developer/Owner's compliance with applicable Town rules and regulations and the conditions set forth herein, to include, but not be limited to, the Town's Land Development Ordinance (LDO) and, further, the Town agrees to provide customary services to the Project in accordance with the Town's rules and regulations after Final Acceptance, as defined herein and by Town policy.

II. GENERAL CONDITIONS

1. *Payment* – Where applicable, prior to the assignment by the Town to the Developer/Owner of the reservation of wastewater capacity, the Developer/Owner shall deliver to the Town the requisite payment pursuant to the terms and conditions as provided in Ordinance No. 2020-007 / Town Code 18-301 thru18-307, and other applicable codes and ordinances.

2. *Approval of the Necessary Project Documents* - The Necessary Project Documents, which are attached hereto as **Collective Exhibit "A"** and incorporated herein by reference, shall be those required by the Town Staff, provided that the same are in compliance with Town rules and regulations. All construction relating to the Project shall be subject to inspection and approval by the Town until Final Acceptance and shall be subject to any conditions set forth on **Exhibit "B"**.

3. *Construction:* - The Developer/Owner shall not carry on or permit construction activities under this Agreement at the Project location unless and until the Town has provided approval, pursuant to the terms and conditions herein and compliance by the Developer/Owner requirements, of **Collective Exhibit "A".**

4. *Capacity Reservation*: - The Developer/Owner agrees, acknowledges, and accepts that the reservation of capacity is subject to the terms of the Engineer Letter of Findings (ELF) of which capacity may be dedicated permanently to the development provided:
   a. All necessary water/sewer construction, as determined by the Town, has been completed, accepted, and dedicated to the Town of Thompson's Station to accommodate the reservation of Wastewater capacity as provided in the Engineer Letter of Findings (ELF);
   b. All necessary construction submissions, as determined by the Town Staff, have been submitted by the Developer/Owner;

c. All required payments have been submitted by the Developer/Owner to the Town pursuant to Town code, ordinance and/or Land Development Ordinance (LDO);

d. The Developer/Owner acknowledges, agrees, and accepts that the Town shall determine the assignment of reservation of capacity based on the Engineer Letter of Findings (ELF), the Town code, ordinance, the LDO, and the compatibility of available taps.

e. The reservation of wastewater capacity shall be based on the date of the entry of this Agreement, and subject to all prior commitments to and by the Town, and as provided herein.

5. *Reservation Agreement Modification Fees* - The Developer/Owner agrees to pay the fee, to include, but not limited to, attorney fees or engineering fees, for any modifications to this Agreement in accordance with the Town schedule of fees applicable to such a modification and that are current at the time of submittal of a written request for a modification by the Developer/Owner, including, but not limited to, time extensions, addendums, or amendments.

6. *Developer/Owner's Default* - The Developer/Owner/Owner agrees that should it default in performing any of its obligations under this Agreement, and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Agreement or sue for any sums of money due and owing, or liability arising incidental to the Agreement, Developer/Owner shall pay to the Town all reasonable attorney's fees and expenses of litigation stemming from said default.

7. *Developer/Owner's Liability* - It is expressly understood and agreed that the Town is not and could not be expected to oversee, supervise, and/or direct the implementation of all construction and improvements contemplated in this Agreement. The Town is not responsible for the design of the Project or in any way determine the suitability of the property for the Project.

a. The Town Staff may make periodic inspections and has the right to enforce the provisions of this Agreement and Town Regulations.

b. The Developer/Owner now has and shall retain the responsibility to properly anticipate, survey, design and construct the Project improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property and is a contingency of this Agreement.

c. In providing technical assistance, plan and design review, the Town does not and shall not relieve the Developer/Owner from liability, and the Town does not accept any liability from the Developer/Owner for any actions or inactions on and by the Town.

d. The Developer/Owner will provide its own Project Engineer and may not rely on the review of Town staff or its engineers with respect to the Project.

e. Neither observations by the Town, nor inspections, tests or approvals by others, shall relieve the Developer/Owner from its obligation to perform work in accordance with Town Regulations and the terms of this Agreement.

8. *Duration of Reservation of Capacity* – The Town and the Developer/Owner agree and acknowledge that the reservation of wastewater capacity shall be effective on the date of the execution by the parties of this Agreement. However, Developer/Owner acknowledges and confirms that such reservation of wastewater capacity is contingent upon the status of the availability of capacity, to include, but not limited to: the status of the completion, acceptance and dedication of the Membrane Bioreactor pump system (MBR) or the regional treatment plant facilities and of other requirements as provided herein. Further, the Town and the

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

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

10. *Notice of Violation* - The Town Planner and/or Town Engineer, or his or her designee, may issue a Notice of Violation (NOV) when violations of Town, State, or Federal laws and/or regulations are observed.

    a. If the Developer/Owner has not corrected the violation identified in the NOV, then the Developer/Owner agrees that the Town acting through the Town Planner and/or Town Engineer may perform the necessary work to eliminate the violation and document all

expenses incurred in performing the work. Developer/Owner shall reimburse the Town for all such expenses plus an additional reasonable administrative cost equal to twenty-five percent (25%) of such expense.

b. Prior to releasing any Security hereunder and as herein defined, all expenses incurred by the Town relative to the foregoing shall be paid in full by the Developer/Owner.

c. The Town may issue a Stop Work Order (SWO) if the Developer/Owner does not promptly correct any deficiency or violation identified in the NOV in the reasonable time determined by the Town. The Developer/Owner agrees to comply with any SWO issued by the Town. If Developer/Owner fails to comply with a SWO, the Developer/Owner shall be responsible for all costs the Town incurs, including reasonable attorneys' fees, in seeking a restraining order or other injunctive relief or legal action to remedy any deficiency or violation.

11. *Ownership of Public Improvements* - The Developer/Owner shall be responsible for all Public Improvements required by the Town and the Town shall have no obligation to maintain any Public Improvements unless and until Final Acceptance of the Public Improvement(s) occurs in accordance with the LDO and Town policy.

12. *Relocation of Existing Improvements* - The Developer/Owner shall be responsible for the cost and liability of any relocation, modification, and/or removal of utilities, streets, sidewalks, drainage and other improvements made necessary by the development of the Project, both on and off site, along with the responsibility for obtaining necessary right-of-way (ROW) and/or easements for such infrastructure relocation, modification, and/or removal, at no cost to the Town.

13. *Right of Entry* - The Developer/Owner agrees that the Town shall have the right, but not the duty, to enter the Project Site and make emergency repairs to any public improvements when the health and safety of the public requires it, as determined by the Town in its sole and absolute discretion. The Developer/Owner will reimburse the Town for the costs incurred by the Town in making said repairs, plus an additional reasonable fee for administrative costs not to exceed twenty-five percent (25%).

14. *Safety* - The Developer/Owner shall maintain barricades, fences, guards, and flagmen as reasonably necessary to ensure the safety of all persons at or near the Project Site at all reasonable and necessary times.

15. *Stop Work Orders* - The Town Planner and/or Town Engineer may issue Stop Work Orders (SWO) to remedy and enforce the provisions of this Agreement.

16. *Termination of Agreement* – This Agreement may be terminated by the Town if the Developer/Owner fails to comply fully with the terms and conditions of this Reservation Agreement.

    a. The Town will give the Developer/Owner/Owner sixty (60) days written notice of the intent of the Town to terminate the Reservation Agreement, stating the reasons for termination, and giving the Developer/Owner a reasonable time to correct any failures in compliance, as determined by the Town.

b. If after receiving a Notice of Termination of the Reservation Agreement by the Town, the Developer/Owner corrects the non-compliance within the time specified in the Notice of Termination, the Reservation Agreement shall remain in full force and effect.

c. Failure by the Developer/Owner to correct the non-compliance will result in termination of the Reservation Agreement and collection of the security or funds by the Town pursuant to the terms and conditions as contained herein.

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

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

a. If it is the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the Developer/Owner agrees to furnish the Town with an assumption agreement, or equivalent as determined by the Town, subject to approval by the Town, by which the transferee agrees to perform the obligations required under this Reservation Agreement that are applicable to the property to be acquired by the proposed transferee.

b. Unless otherwise agreed to by the Town, the Developer/Owner will not be released from any of its obligations hereunder by such transfer and the Developer/Owner and the transferee both shall be jointly and severally liable to the Town for all obligations hereunder that are applicable to the property transferred. The proposed transferee may be required to furnish new Performance Security and Maintenance Security acceptable to the Town, as applicable and determined by the Town.

c. If it is not the proposed transferee's intention to develop the Project Site or any portion thereof in accordance with this Reservation Agreement, the transferee must satisfy all applicable requirements of the Town, as determined by the Town, including payment of all outstanding fees, and must receive Town approval, in writing, to void this Agreement.

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

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

III. REQUIRED IMPROVEMENTS

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

1. *Sanitary Sewer System* – Pursuant to the Engineer Letter of Findings (ELF), the Developer/Owner has reserved wastewater capacity in the amount of **17,250** gallons per day(gpd) for treatment. For the purpose of determining wastewater fees to be assessed to the Developer/Owner by the Town, the Developer/Owner agrees the Town may round up to the next highest equivalency tap amount, based on the wastewater capacity reserved by the Town, in the calculation to establish the wastewater fees to be assessed. When the capacity is available via written notice to the Developer/Owner as provided herein, the Developer/Owner agrees to pay the cost of a State of Tennessee approved sanitary sewer system as required by Town rules and regulations with necessary sewer mains, manholes, pump stations, force mains and service laterals in the Project, along with all necessary sewer mains, manholes, pump stations, force mains, and service laterals outside the Project but required to provide sanitary sewer service to the Project. As the Developer/Owner is approved for wastewater capacity of **17,250** gpd for treatment**,** the Developer/Owner agrees to bear the cost of all engineering, inspection, and laboratory testing costs incurred by the Developer/Owner incidental to the sewer system in or to the Project, and, if the Town Engineer or his or her designee deems it necessary, to have additional work of such nature performed as directed without cost to the Town.

IV. MISCELLANEOUS PROVISIONS

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

TOWN	**DEVELOPER**
Town of Thompson's Station	**Phillips Builders**
P. O Box 100	**1118 Lochland Drive**
Thompson's Station, TN 37179	**Brentwood, TN 37027**

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

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

3. *Choice of Law & Venue* - This Agreement is being executed and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof. Venue for any action arising from this Agreement shall be in a court of competent jurisdiction in Williamson County, Tennessee.

4. *Joinder of Owner* - If the Developer/Owner is not the Owner of the Project Site, the Owner shall join in this Agreement, and, by the Owner's execution of this Agreement, the Owner is jointly and severally liable for the representations, warranties, covenants, agreements and indemnities of Developer/Owner.

5. *Interpretation and Severability* - If any provision of this Agreement is held to be unlawful, invalid, or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such unlawful, invalid, or unenforceable provision was not a part of this Agreement. Furthermore, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which rends it valid.

6. *No Waiver* - The failure of the Town to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

7. *Amendments and Modification* - This Agreement shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties. All legal fees, costs and expenses incurred with agreement modifications shall be at the sole expense of the Developer/Owner/Owner.

8. *Authority to Execute* – Town, Developer and Owner each warrant and represent that the party signing this Agreement on behalf of each has authority to enter into this Agreement and to bind them, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

9. *Binding Agreement* - This Agreement is the full and complete agreement between the Town and the Developer and/or Owner(s) and supersedes all other previous agreements or representations between the parties, either written or oral, and the parties agree that the terms and provisions of this agreement is binding upon all parties to the Agreement and their respective heirs, successors, or assigns until the terms of the Agreement are fully met.

WITNESS the due execution hereof:

DEVELOPER:

_____

_____
Print Name & Title

Date:_____

OWNER (if applicable):

_____

_____
Print Name

Date:_____

TOWN OF THOMPSON'S STATION:

_____
TOWN MAYOR

Date:_____

Exhibit "A"

Necessary Project Documents

Jason Phillips
E.P. Development, LLC
1118 Lochland Dr
Gallatin TN 37066
hjasonphillips@gmail.com 615-405-5248

Applicant Information

Jason Phillips
Phillips Builders
1118 Lochland Dr.
Gallatin TN 37066
hjasonphillips@gmail.com 615-405-5248

TOLLGATE VILLAGE
THOMPSONS STATION TN 37179
MAP 132 PAR 1

✓

SINGLE FAMILY UNITS

Existing Development

Vacant (yes if under capacity)

Facility/Building Type

Existing Number of Occupants/ Employees

Existing Facility Square Footage

Existing Flow (GPD)

Additional Property Information (# of bathrooms, # of washers, etc.)

*If vacant, fill in 0

Proposed Development

Single Family Residence (# of units) * 69

Proposed Facility/Building Type RESIDENTIAL

Proposed Number of Occupants/ Employees

Proposed Facility/Building Square Footage

Proposed Development Acreage

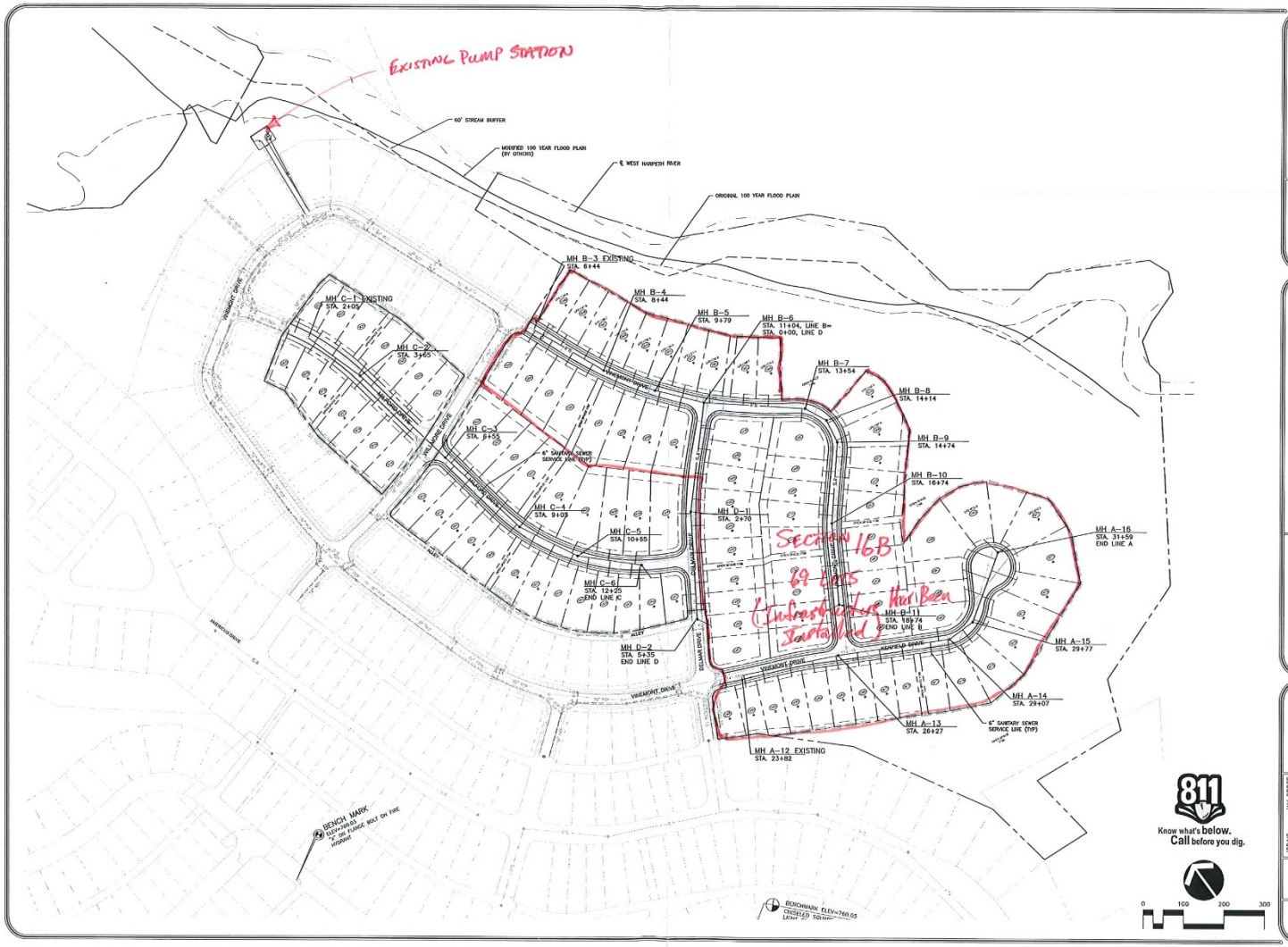
Proposed Flow (GPD) 17,250 gpd

Additional Property Information (# of bathrooms, # of washers, etc.)

*Single family residence = single apartment, condos, and two-family

Tollgate Village - Section 16B

Existing Flow (GPD)



RAGAN SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
MIDDLE TENNESSEE
TOLLGATE Village

SECTION 16
CONSTRUCTION PLANS
THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	10081
WK. ORDER	9260
DESIGNED:	LJK
DRAWN:	NLF
SCALE:	1"=100'
DATE: SEPTEMBER 12, 2016	

REVISIONS
1 12/7/2017 (AM) RTC Town COMMENTS
2 2/5/2018 RTC TOWN COMMENTS

OVERALL SANITARY PLAN

S0.1

Exhibit "B"

Engineer's Letter of Findings (ELF)

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

MEMO

DATE: August 18, 2021

TO: Jason Phillips

FROM: Micah Wood, AICP
Planning Director

SUBJECT: Wastewater Future Capacity Reservation Memo & Engineer Letter of Findings: Tollgate Section 16B

Please find attached the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment for your requested development as Developer/Owner.

Findings
Per the Development Capacity Assessment, the Town's future wastewater system has sufficient capacity and no improvements have been identified for the development of your project, as defined in the Reservation of Future Capacity Application.

Next Step
If you agree with the Development Capacity Assessment, a Reservation Agreement, template enclosed, must be entered and approved by the Board of Mayor and Aldermen (BOMA) within 60 days of the date of this letter in order to reserve future wastewater capacity as outlined in the Engineer Letter of Findings that provides the Wastewater Development Capacity Assessment. Otherwise, the Engineer Letter of Findings shall be considered lapsed for this project. At the time of the signing and submission of the Reservation Agreement by the Developer/Owner to the Town for approval by the BOMA, the payment of the required deposit amount of 25% of the allotted wastewater tap fees for the project must be remitted to the Town.

Plan Review & Agenda Process
Subject to the terms of the Reservation Agreement as approved by the BOMA, a Developer/Owner may seek approval for projects and submit application(s) for a concept plan, rezoning, preliminary plat, and/or construction documents from the Planning Commission, as per the standards of the Land Development Ordinance. No site plan, final plat, or building permit for development with a Reservation Agreement shall be considered by the Planning Commission or Town Staff until the Town's new wastewater treatment facility is operational, as defined by the State of Tennessee.

Please let me know if you would like to set a meeting to discuss this letter at your earliest convenience.

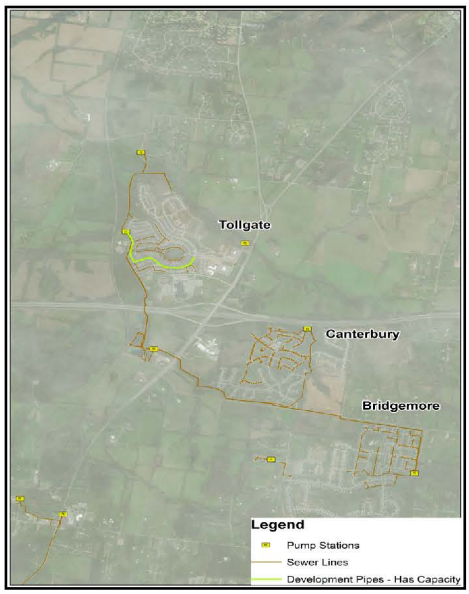
Enclosure: Engineer Letter of Findings
Reservation Agreement

Town of Thompson's Station, Tennessee

Engineer Letter of Findings

Development Overview

Date Submitted:	8/28/20
Development ID:	4
Development Name:	Tollgate Village – Sec. 16B
Description:	69 Single Family Homes
Requested Load (GPD):	17,250
Essential Service? (Y/N):	No
'De Minimis'? (Y/N):	No
Requestor Name:	Jason Phillips



Capacity Assessment Results Overview

Capacity Certification Results: Sufficient Capacity upon completion of the Town's planned improvements at the Regional wastewater plant.

Description of Improvements: No improvements identified for modeled conditions.

Exhibit "C"
Public Improvements

None

culver pllc
certified public accountants

Thompson's Station
Memo to BOMA
State Financial Statement Report Review Comments (FY20 Report)
September 7, 2021

State Financial Statement Report Comment #1:

"The financial report did not present a Schedule of Long-Term Debt Principal and Interest Requirements (e.g. bonds, notes, and other long-term debt by individual issue and by fiscal year) as required by the *Audit Manual* issued by the Comptroller of the Treasury."

State NOTE: The schedule in the Notes to the financial statements does not satisfy this requirement as it is not by individual issue or by fiscal year.

CORRECTION NEEDED on FY21 Report:

-In Note 8 to the Financial Statements (Long-Term Liabilities), do not combine Capital Outlay Series 2013 and 2018 notes into one table – need to break out separately. Therefore, in FN 8, there will be two debt tables under Governmental Activities.

State Financial Statement Report Comment #2:

"The first sentence of the second paragraph in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters should be updated to state, "In planning and performing our audit of the financial statements, we considered Example Entity's internal control over financial reporting (internal control) *as a basis for designing* audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions."

CORRECTION NEEDED on FY21 Report:

-Update the first sentence of the second paragraph in the Report on Internal Control Over Financial Reporting and on Compliance and Others Matters.

-Replace *"to determine the audit procedures"* with ***"as a basis for designing audit procedures"***.

Matt Shorter, CPA, CFE
Principal
Culver, PLLC

TENNESSEE COMPTROLLER OF THE TREASURY

JASON E. MUMPOWER
Comptroller

August 26, 2021

Culver PLLC
Certified Public Accountants
7041 Highway 64 W
Oakland, TN 38060

Culver PLLC:

I have reviewed the annual financial report on the Town of Thompson's Station for the fiscal year ended June 30, 2020, as audited by your firm. As a result, this report has been filed as part of the public records of the State of Tennessee. I would like to bring the following item to your attention.

The first sentence of the second paragraph in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters should be updated to state, "In planning and performing our audit of the financial statements, we considered Example Entity's internal control over financial reporting (internal control) '*as a basis for designing*' audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions…" (i.e., "to determine" should be changed to "as a basis for designing"). Please refer to paragraph 4.54(f) and Example 4-3 of the AICPA Audit Guide: *Government Auditing Standards and Single Audits* (April 1, 2020 Edition) for guidance.

Future reports should comply with the above reporting requirement. To determine if you should take any additional action, please consider your responsibility as outlined in the applicable auditing standards.

If you need to contact our office, please call 615.747.8807 or email Bethany.Wilson@cot.tn.gov. You may also send a response to this letter to the Tennessee Comptroller of the Treasury Division of Local Government Audit, Cordell Hull Building, 4th Floor, 425 Rep. John Lewis Way North, Nashville, TN 37243.

Sincerely,

Bethany Wilson

Bethany Wilson, CPA
Contract Audit Review Specialist

2565

cc: Tennessee State Board of Accountancy

TENNESSEE COMPTROLLER OF THE TREASURY

JASON E. MUMPOWER
Comptroller

August 26, 2021

Honorable Mayor and Board
Town of Thompson's Station
PO Box 100
Thompson's Station, TN 37179

Honorable Mayor and Board:

I have reviewed the annual financial report on the Town of Thompson's Station for the fiscal year ended June 30, 2020, as audited by Culver PLLC, Certified Public Accountants. As a result, this report has been filed as part of the public records of the State of Tennessee.

The audited financial statements are the responsibility of management. The following was observed during the review of the financial report.

Certain comments and recommendations were addressed in the auditor's separately issued management letter. The board should review these recommendations and take steps to implement procedures to improve the entity's internal control structure and compliance with applicable laws and regulations.

The financial report did not present a Schedule of Long-Term Debt Principal and Interest Requirements (e.g., bonds, notes, and other long-term debt by individual issue and by fiscal year) as required by the *Audit Manual* issued by the Comptroller of the Treasury. Refer to page C-14 of the *Audit Manual* (June 2020 Edition) for complete requirements for the schedule. Please note the schedule in the Notes to the Financial Statements does not satisfy this requirement as it is not by individual issue or by fiscal year.

Responsible officials should ensure that future reports submitted to our office address the above items. If you need to contact our office, please call 615.747.8807 or email Bethany.Wilson@cot.tn.gov. You may also send a response to this letter to the Tennessee Comptroller of the Treasury Division of Local Government Audit, Cordell Hull Building, 4th Floor, 425 Rep. John Lewis Way North, Nashville, TN 37243.

Sincerely,

Bethany Wilson

Bethany Wilson, CPA
Contract Audit Review Specialist

cc: Culver PLLC

From: Joe Cosentini <jcosentini@thompsons-station.com>
Sent: Thursday, May 5, 2016 9:31 AM
To: twomack@thompsons-station.com
Subject: FW: Certified Tax Rate

X INFORMATION in regards to LAST PROP TAX certification

Looks like we'll have to have a separate hearing. ☹

From: Connie Sands [mailto:Connie.Sands@cot.tn.gov]
Sent: Thursday, May 5, 2016 9:28 AM
To: 'Joe Cosentini' <jcosentini@thompsons-station.com>
Subject: RE: Certified Tax Rate

Once the State concurs/reviews the calculation for your jurisdiction (closer to May 20th when the tax rolls are certified), you can at that point either adopt the certified tax rate or elect to exceed the rate.

If you exceed the tax rate there are certain legal guidelines you will need to complete as follows: 1) publish notice of intent to exceed the tax rate; 2) provide an affidavit of publication of this notice to the State Board; and 3) provide the State Board with a certified copy of the resolution adopting the rate.

The public hearing to exceed the rate can be held concurrent with the adoption of the resolution.

If you decide to adopt the certified tax rate concurred by the State, no hearing to exceed is necessary. This can be adopted according to the procedure/rules you use in adoption of the resolution.

I hope this answers your questions, but if not please let me know.

Connie Sands
Administrative Analyst
State Board of Equalization
W.R. Snodgrass TN Tower
9th Floor, 312 Rosa L. Parks Avenue
Nashville, TN 37243

Tel: (615) 747-5387

From: Joe Cosentini [mailto:jcosentini@thompsons-station.com]
Sent: Thursday, May 05, 2016 9:11 AM
To: SB Web
Subject: Certified Tax Rate

Good morning,

Does the certified tax rate hearing have to be separate from a public hearing on the budget ordinance? We have included the tax rate information including the difference between the actual rate and certified rate, but didn't know if we needed to have a separate specific hearing on just the rate.

Appreciate your help. Thank you,

Joe Cosentini
Town Administrator
Thompson's Station, TN
www.thompsons-station.com
615-794-4333

Notice of Intent to Exceed Certified Tax Rate

The Town of Thompson's Station will conduct a public hearing on Tuesday June 14, at 7:00PM on the Town's intent to exceed the certified property tax rate. This public hearing will be held at 1555 Thompson's Station Road West. The preliminary certified tax rate is $0.0822 per $100 of assessed valuation. The Town's proposed FY2016-17 budget will require a proposed tax levy of $0.103 per $100 of assessed valuation. The proposed rate is consistent with The Town's existing tax rate and will remain one of the lowest in the State.

ASSESSMENT SUMMARY

April 27, 2016

(used for preliminary CTR's)

County and Municipalities	Real Property	Personal Property	2015 State Assessed Properties	Intangible Personal Property	TOTAL
County	$ 2,246,694,903	$ 18,799,402			$ 2,265,494,305
Brentwood	$ 3,094,474,815	$ 93,672,595		$ 56,207	$ 3,188,203,617
Fairview	$ 187,153,690	$ 6,637,281			$ 193,790,971
Franklin/Only	$ 2,066,922,875	$ 49,246,073		$ 95,208	$ 2,116,264,156
Franklin/Inside FSSD	$ 2,346,132,190	$ 135,975,935			$ 2,482,108,125
FSSD/9th Outside FSSD	$ 18,988,350	$ 146,758			$ 19,135,108
Spring Hill	$ 666,024,720	$ 8,673,395			$ 674,698,115
Thompsons Station	$ 175,600,920	$ 5,813,422			$ 181,414,342
Nolensville	$ 318,881,640	$ 5,044,118			$ 323,925,758
Totals	**$ 11,120,874,103**	**$ 324,008,979**	**$ -**	**$ 151,415**	**$ 11,445,034,497**

Brad Coleman

Assessor of Property

Monthly Finance Report

Town of Thompsons Station
For the period ended August 31, 2021

Prepared by
Steve Banks, Finance Director

Prepared on
September 11, 2021

Notes from Finance Director for YTD August 31, 2021

1 We received a noticed from the Comptrollers office in regards to the audited financials missing a report. Our auditors Culver PC have responded to this memo and attached in a separate file.

2 Sales tax revenues chart is for this calendar year. The sales revenues have an approximate two month delay. We will start to see results of any potential increase of sales tax revenue from the results of the FirstBank Amphitheater beginning in October. By law, we are not able to individually list the sales revenues for each privately held business.

3 We have been on the Wastewater software for a year now and beginning to collect valuable and meaningful information about the water usage. A report is included here for your review.

Town of Thompson's Station

	Actual YTD 08/31/2021	Budgeted FY 2021-2022	% Budget	% Remaining
GENERAL FUND				
All Revenue sources	$ 677,197	$ 4,695,899	14.4%	85.6%
LESS:				
Administrative Expenditures	$ 265,573	$ 1,049,479	25.3%	74.7%
Community Development Expenditures	$ 54,333	$ 590,409	9.2%	90.8%
Public Works Department	$ 41,433	$ 374,991	11.0%	89.0%
Park Expenditures	$ 2,344	$ 45,100	5.2%	94.8%
Total Debt Service	$ -	$ 287,155	0.0%	100.0%
Capital Improvement Projects	$ 62,080	$ 3,046,988	2.0%	98.0%
Fund Increase (Decrease)	$ 251,435	$ (698,224)		
STATE STREET AID				
Gas Tax Revenues	$ 33,058	$ 184,000	18.0%	82.0%
LESS:				
Road and Street Expenditures	$ 3,481	$ 129,400	2.7%	97.3%
Capital Improvement Projects - Roads	$ 2,242	$ 187,292	1.2%	98.8%
Fund Increase (Decrease)	$ 27,335	$ (132,692)		
WASTEWATER FUND				
Total Wastewater Revenues	$ 324,424	$ 1,508,066	21.5%	78.5%
LESS:				
Operating Expenses	$ 214,477	$ 1,419,755	15.1%	84.9%
Net Income (Loss)	$ 109,947	$ 88,311		
Total Efflulent Development Fees	$ 101,701	$ 847,508	12.0%	88.0%
Loan Proceeds		$ 11,000,000	0.0%	100.0%
Capital Improvement Plan/Projects costs	$ 48,330	$ 11,750,500	0.4%	99.6%
Net Fund Increase (Decrease)	$ 163,318			

Town of Thompson's Station

		8/31/2021
GENERAL FUND		
Checking	$	1,832,609
Savings	$	7,674,476
Reserve	$	(1,041,218)
Total Cash	**$**	**8,465,867**
Add:		
Accounts Receivable	$	269,437
Less:		
Accounts Payable	$	124,544
Due to WW	$	118,969
Committed	$	2,002,073
Loans	$	1,505,900
Total Available Funds	**$**	**4,983,818**

WASTEWATER FUND		
Checking	$	487,635
Savings	$	2,394,457
Reserve	$	(709,000)
Total Cash	**$**	**2,173,092**
Add:		
Accounts Receivable	$	213,187
Due from GF	$	118,969
Less:		
Accounts Payable	$	8,275
Committed	$	608,095
Loans	$	194,217
Total Available Funds	**$**	**1,694,661**

Town of Thompsons Station
Statement of Revenues
YTD thru 08/31/2021

	Revenue			
	Actual	Budget	over Budget	% of Budget
Revenues				
34100 Total Property Tax Revenues				
31111 Real Property Tax Revenue	2,374.15	330,000.00	-327,625.85	0.72%
Total 34100 Total Property Tax Revenues	**$ 2,374.15**	**$ 330,000.00**	**-$ 327,625.85**	**0.72%**
34200 Total Sales Tax Revenues				
31610 Local Sales Tax - Trustee	298,707.05	1,330,000.00	-1,031,292.95	22.46%
31810 Adequate School Facilities Tax	11,858.40	50,000.00	-38,141.60	23.72%
32260 Business Tax Revenue	6,992.35	85,000.00	-78,007.65	8.23%
33320 TVA Payments in Lieu of Taxes	0.00	50,000.00	-50,000.00	0.00%
33510 Local Sales Tax - State	92,579.47	490,000.00	-397,420.53	18.89%
Total 34200 Total Sales Tax Revenues	**$ 410,137.27**	**$ 2,005,000.00**	**-$ 1,594,862.73**	**20.46%**
34300 Total Gas Tax Revenues				
33551 SSA - Revenue				
33552 State Streets & Trans. Revenue	1,563.76	9,000.00	-7,436.24	17.38%
33553 SSA - Motor Fuel Tax	16,160.03	92,000.00	-75,839.97	17.57%
33554 SSA - 1989 Gas Tax	2,530.54	15,000.00	-12,469.46	16.87%
33555 SSA - 3 Cent Gas Tax	4,688.92	28,000.00	-23,311.08	16.75%
33556 SSA - 2017 Gas Tax	8,114.75	40,000.00	-31,885.25	20.29%
Total 34300 Total Gas Tax Revenues	**$ 33,058.00**	**$ 184,000.00**	**-$ 150,942.00**	**17.97%**
34400 Total Building/Impact Fees				
32200 Building Permits	52,582.45	525,000.00	-472,417.55	10.02%
32230 Submittal & Review Fees	9,070.00	15,000.00	-5,930.00	60.47%
32300 Impact Fees	61,755.00	538,950.00	-477,195.00	11.46%
Total 34400 Total Building/Impact Fees	**$ 123,407.45**	**$ 1,078,950.00**	**-$ 955,542.55**	**11.44%**
34500 Total Alcohol Tax Revenues				
31710 Wholesale Beer Tax	23,019.23	125,000.00	-101,980.77	18.42%
31720 Wholesale Liquor Tax	3,351.83	20,000.00	-16,648.17	16.76%
32000 Beer Permits	350.00	600.00	-250.00	58.33%
33535 Mixed Drink Tax	2,546.65	9,000.00	-6,453.35	28.30%
Total 34500 Total Alcohol Tax Revenues	**$ 29,267.71**	**$ 154,600.00**	**-$ 125,332.29**	**18.93%**
34600 Total Grants				
33725 Greenways & Trails Grant		900,000.00	-900,000.00	0.00%
33730 St of TN Grants	86,848.00	86,849.00	-1.00	100.00%
Total 34600 Total Grants	**$ 86,848.00**	**$ 986,849.00**	**-$ 900,001.00**	**8.80%**
34700 Total All Other Revenues				
31900 CATV Franchise Fee Income	5,785.08	30,000.00	-24,214.92	19.28%
32245 Miscellaneous Fees	0.00	2,000.00	-2,000.00	0.00%
33520 State Income Tax	0.00		0.00	
34685 Sports Betting Tax	990.46	2,400.00	-1,409.54	41.27%
36120 Interest Earned - Invest. Accts	248.63	20,000.00	-19,751.37	1.24%
37746 Parks Revenue	854.71	3,000.00	-2,145.29	28.49%
37750 Park Impact Fees	15,784.00	73,200.00	-57,416.00	21.56%
37990 Other Revenue	1,500.00	9,900.00	-8,400.00	15.15%
Total 34700 Total All Other Revenues	**$ 25,162.88**	**$ 140,500.00**	**-$ 115,337.12**	**17.91%**
Uncategorized Income				
Total Revenues	**$ 710,255.46**	**$ 4,879,899.00**	**-$ 4,169,643.54**	**14.55%**

Town of Thompsons Station - General Fund
Statement of Activities
July - August, 2021

	Jul 2021	Aug 2021	Total
Revenues			
34100 Total Property Tax Revenues			
31111 Real Property Tax Revenue	2,353.19	20.96	2,374.15
Total 34100 Total Property Tax Revenues	**$ 2,353.19**	**$ 20.96**	**$ 2,374.15**
34200 Total Sales Tax Revenues			
31610 Local Sales Tax - Trustee	146,674.53	152,032.52	298,707.05
31810 Adequate School Facilities Tax	6,441.26	5,417.14	11,858.40
32260 Business Tax Revenue	4,507.37	2,484.98	6,992.35
33510 Local Sales Tax - State	44,830.00	47,749.47	92,579.47
Total 34200 Total Sales Tax Revenues	**$ 202,453.16**	**$ 207,684.11**	**$ 410,137.27**
34300 Total Gas Tax Revenues			
33552 State Streets & Trans. Revenue	781.88	781.88	1,563.76
33553 SSA - Motor Fuel Tax	7,942.72	8,217.31	16,160.03
33554 SSA - 1989 Gas Tax	1,265.51	1,265.03	2,530.54
33555 SSA - 3 Cent Gas Tax	2,344.91	2,344.01	4,688.92
33556 SSA - 2017 Gas Tax	3,973.49	4,141.26	8,114.75
Total 34300 Total Gas Tax Revenues	**$ 16,308.51**	**$ 16,749.49**	**$ 33,058.00**
34400 Total Building/Impact Fees			
32200 Building Permits	32,369.05	20,213.40	52,582.45
32230 Submittal & Review Fees	9,070.00		9,070.00
32300 Impact Fees	47,383.00	14,372.00	61,755.00
Total 34400 Total Building/Impact Fees	**$ 88,822.05**	**$ 34,585.40**	**$ 123,407.45**
34500 Total Alcohol Tax Revenues			
31710 Wholesale Beer Tax	12,211.44	10,807.79	23,019.23
31720 Wholesale Liquor Tax	1,741.76	1,610.07	3,351.83
32000 Beer Permits	350.00		350.00
33535 Mixed Drink Tax	1,079.65	1,467.00	2,546.65
Total 34500 Total Alcohol Tax Revenues	**$ 15,382.85**	**$ 13,884.86**	**$ 29,267.71**
34600 Total Grants			
33730 St of TN Grants	86,848.00		86,848.00
Total 34600 Total Grants	**$ 86,848.00**	**$ 0.00**	**$ 86,848.00**
34700 Total All Other Revenues			
31900 CATV Franchise Fee Income	2,884.64	2,900.44	5,785.08
33520 State Income Tax		990.46	990.46
36120 Interest Earned - Invest. Accts		248.63	248.63
37746 Parks Revenue	1,193.78	-339.07	854.71
37750 Park Impact Fees	13,832.00	1,952.00	15,784.00
37990 Other Revenue	875.00	625.00	1,500.00
Total 34700 Total All Other Revenues	**$ 18,785.42**	**$ 6,377.46**	**$ 25,162.88**
Total Revenues	**$ 430,953.18**	**$ 279,302.28**	**$ 710,255.46**
GROSS REVENUES	**$ 430,953.18**	**$ 279,302.28**	**$ 710,255.46**
Expenditures			
43100 Total Payroll Costs			

41110 Payroll Expense		43,214.73		45,959.16		89,173.89
41141 Payroll Taxes - FICA		3,378.24		3,653.11		7,031.35
41142 Payroll Taxes - Medicare		790.05		725.14		1,515.19
41147 Payroll Taxes - SUTA		49.81		45.13		94.94
41289 Employee Retirement Expense		2,901.32		2,535.00		5,436.32
41514 Insurance - Employee Medical		11,073.69		8,564.96		19,638.65
Total 43100 Total Payroll Costs	**$**	**61,407.84**	**$**	**61,482.50**	**$**	**122,890.34**
43200 Total Streets and Roads						
41268 Repairs & Maint-Roads, Drainage		378.20		1,509.86		1,888.06
41269 SSA - Street Repair Expense		1,596.00		1,544.68		3,140.68
41270 Vehicle Fuel & Oil Expense		3,658.86		3,409.22		7,068.08
Total 43200 Total Streets and Roads	**$**	**5,633.06**	**$**	**6,463.76**	**$**	**12,096.82**
43300 Total Professional Fees						
41252 Prof. Fees - Legal Fees				16,940.00		16,940.00
41254 Prof. Fees-Consulting Engineers		14,368.36				14,368.36
41259 Prof. Fees - Other		400.00				400.00
Total 43300 Total Professional Fees	**$**	**14,768.36**	**$**	**16,940.00**	**$**	**31,708.36**
43400 Total Operating Costs						
41231 Publication of Legal Notices		1,385.60				1,385.60
41235 Memberships & Subscriptions				2,259.00		2,259.00
41241 Utilities - Electricity		994.28		1,103.93		2,098.21
41242 Utilities - Water		210.48		384.23		594.71
41244 Utilities - Gas		84.00		84.00		168.00
41245 Telecommunications Expense		524.10		523.96		1,048.06
41255 Software subscription/maint		4,224.35		757.98		4,982.33
41265 Parks & Rec. Expense		1,131.96		500.00		1,631.96
41266 Repairs & Maint - Bldg		2,240.12		2,966.24		5,206.36
41280 Travel Expense				80.30		80.30
41285 Continuing Education Expense		210.00		249.00		459.00
41300 Economic Development Expense		798.00				798.00
41311 Office Expense		5,090.31		2,133.66		7,223.97
41312 Small Equipment		502.53		1,444.26		1,946.79
41511 Insurance - Property		18,318.00				18,318.00
41512 Insurance - Workers Comp.		14,217.00				14,217.00
41515 Insurance - Auto		29,921.00				29,921.00
Total 43400 Total Operating Costs	**$**	**79,851.73**	**$**	**12,486.56**	**$**	**92,338.29**
43500 Total County Services						
41291 Animal Control Services		8,130.00				8,130.00
41800 Emergency Services		100,000.00				100,000.00
Total 43500 Total County Services	**$**	**108,130.00**	**$**	**0.00**	**$**	**108,130.00**
49900 Total Capital Improvement Costs						
41940 Capital Projects						
Approved Budget Capital Expenditures		31,185.92				31,185.92
Critz Lane Phase 1		1,643.96		1,000.00		2,643.96
Maint Equipment		4,200.00				4,200.00
Park Improvements		10,050.00		14,000.00		24,050.00
SSA CIP				2,242.00		2,242.00
Total 41940 Capital Projects	**$**	**47,079.88**	**$**	**17,242.00**	**$**	**64,321.88**
Total 49900 Total Capital Improvement Costs	**$**	**47,079.88**	**$**	**17,242.00**	**$**	**64,321.88**

Total Expenditures	**$ 316,870.87**	**$ 114,614.82**	**$ 431,485.69**
CHANGE IN POSITION	**$ 114,082.31**	**$ 164,687.46**	**$ 278,769.77**
NET CHANGE IN POSITION	**$ 114,082.31**	**$ 164,687.46**	**$ 278,769.77**

Friday, Sep 10, 2021 12:19:21 PM GMT-7 - Accrual Basis

Town of Thompsons Station - Wastewater Fund
Profit and Loss
July - August, 2021

	Jul 2021	Aug 2021	Total
Revenues			
34090 Total Wastewater Fees			0.00
31000 Wastewater Treatment Fees	175,152.99	147,570.57	322,723.56
31010 Septage Disposal Fees	800.00	800.00	1,600.00
Total 34090 Total Wastewater Fees	**$ 175,952.99**	**$ 148,370.57**	**$ 324,323.56**
341090 Total Tap Fees			0.00
31015 Effluent Disposal Fee	79,100.70	22,600.20	101,700.90
Total 341090 Total Tap Fees	**$ 79,100.70**	**$ 22,600.20**	**$ 101,700.90**
34700 Total All Other Revenues			0.00
36120 Interest Earned - Invest. Accts		100.73	100.73
Total 34700 Total All Other Revenues	**$ 0.00**	**$ 100.73**	**$ 100.73**
Total Revenues	**$ 255,053.69**	**$ 171,071.50**	**$ 426,125.19**
GROSS REVENUES	**$ 255,053.69**	**$ 171,071.50**	**$ 426,125.19**
Expenditures			
43100 Total Payroll Costs			0.00
41110 Payroll Expense	21,623.00	21,623.00	43,246.00
41141 Payroll Taxes - FICA	700.33	773.64	1,473.97
41142 Payroll Taxes - Medicare	73.31		73.31
41289 Employee Retirement Expense	505.64	252.82	758.46
41514 Insurance - Employee Medical	1,614.00	1,614.00	3,228.00
Total 43100 Total Payroll Costs	**$ 24,516.28**	**$ 24,263.46**	**$ 48,779.74**
43200 Total Streets and Roads			0.00
41270 Vehicle Fuel & Oil Expense	396.00		396.00
Total 43200 Total Streets and Roads	**$ 396.00**	**$ 0.00**	**$ 396.00**
43300 Total Professional Fees			0.00
41252 Prof. Fees - Legal Fees		5,540.00	5,540.00
41254 Prof. Fees-Consulting Engineers		3,675.00	3,675.00
41259 Prof. Fees - Other	4,076.50	4,427.50	8,504.00
Total 43300 Total Professional Fees	**$ 4,076.50**	**$ 13,642.50**	**$ 17,719.00**
43400 Total Operating Costs			0.00
41211 Postage, Freight & Express Chgs		819.41	819.41
41220 Lab Water Testing	350.50	162.50	513.00
41221 Printing, Forms & Photocopy Exp		357.70	357.70
41241 Utilities - Electricity	7,898.67	8,144.63	16,043.30
41242 Utilities - Water	276.04	459.78	735.82
41245 Telecommunications Expense	764.81	1,184.81	1,949.62
41260 Repairs & Maint WW		1,300.00	1,300.00
41266 Repairs & Maint - Bldg	650.00		650.00
41280 Travel Expense		252.82	252.82
41312 Small Equipment	7,072.65		7,072.65
41320 Supplies Expense	2,487.52	7,760.39	10,247.91

41511 Insurance - Property		17,400.00				17,400.00
41691 Bank Charges		520.20		524.75		1,044.95
Total 43400 Total Operating Costs	**$**	**37,420.39**	**$**	**20,966.79**	**$**	**58,387.18**
43600 Total Interest Expense						0.00
41633 Interest Expense - Note Payable		433.34		429.55		862.89
Total 43600 Total Interest Expense	**$**	**433.34**	**$**	**429.55**	**$**	**862.89**
49900 Total Capital Improvement Costs						0.00
41940 Capital Projects						0.00
Critz Lane Phase 1				0.00		0.00
WWTP and Other improvements				48,330.00		48,330.00
Total 41940 Capital Projects	**$**	**0.00**	**$**	**48,330.00**	**$**	**48,330.00**
Total 49900 Total Capital Improvement Costs	**$**	**0.00**	**$**	**48,330.00**	**$**	**48,330.00**
Total Expenditures	**$**	**66,842.51**	**$**	**107,632.30**	**$**	**174,474.81**
CHANGE IN POSITION	**$**	**188,211.18**	**$**	**63,439.20**	**$**	**251,650.38**
Other Expenditures						
Depreciation		44,166.00		44,166.00		88,332.00
Total Other Expenditures	**$**	**44,166.00**	**$**	**44,166.00**	**$**	**88,332.00**
NET OTHER CHANGES	**-$**	**44,166.00**	**-$**	**44,166.00**	**-$**	**88,332.00**
NET CHANGE IN POSITION	**$**	**144,045.18**	**$**	**19,273.20**	**$**	**163,318.38**

Town of Thompsons Station - General Fund
Statement of Expenditures by Dept
July - August, 2021

	4500 Com Dev	6000 - Public Works	8000 - Town Hall	9000 Parks Dep	SSA	TOTAL
Expenditures						
41944 Capital Projects - Parks				0.00		0.00
43100 Total Payroll Costs						0.00
41110 Payroll Expense	32,903.53	27,129.39	29,140.97			89,173.89
41141 Payroll Taxes - FICA	2,036.47	1,778.38	3,216.50			7,031.35
41142 Payroll Taxes - Medicare	476.26	286.71	752.22			1,515.19
41147 Payroll Taxes - SUTA		43.92	51.02			94.94
41289 Employee Retirement Expense	1,602.88	1,356.47	2,476.97			5,436.32
41514 Insurance - Employee Medical			19,638.65			19,638.65
Total 43100 Total Payroll Costs	**$ 37,019.14**	**$ 30,594.87**	**$ 55,276.33**	**$ 0.00**	**$ 0.00**	**$ 122,890.34**
43200 Total Streets and Roads						0.00
41268 Repairs & Maint-Roads, Drainage		1,888.06				1,888.06
41269 SSA - Street Repair Expense					3,140.68	3,140.68
41270 Vehicle Fuel & Oil Expense	226.76	6,841.32				7,068.08
Total 43200 Total Streets and Roads	**$ 226.76**	**$ 8,729.38**	**$ 0.00**	**$ 0.00**	**$ 3,140.68**	**$ 12,096.82**
43300 Total Professional Fees						0.00
41252 Prof. Fees - Legal Fees			16,940.00			16,940.00
41254 Prof. Fees-Consulting Engineers	14,368.36					14,368.36
41259 Prof. Fees - Other	400.00					400.00
Total 43300 Total Professional Fees	**$ 14,768.36**	**$ 0.00**	**$ 16,940.00**	**$ 0.00**	**$ 0.00**	**$ 31,708.36**
43400 Total Operating Costs						0.00
41231 Publication of Legal Notices			1,385.60			1,385.60
41235 Memberships & Subscriptions			2,259.00			2,259.00
41241 Utilities - Electricity		250.04	1,236.51	270.94	340.72	2,098.21
41242 Utilities - Water		20.65	133.26	440.80		594.71
41244 Utilities - Gas			168.00			168.00
41245 Telecommunications Expense			1,048.06			1,048.06
41255 Software subscription/maint	1,320.54		3,661.79			4,982.33
41265 Parks & Rec. Expense				1,631.96		1,631.96
41266 Repairs & Maint - Bldg		1,681.36	3,525.00			5,206.36
41280 Travel Expense			80.30			80.30
41285 Continuing Education Expense	249.00		210.00			459.00
41300 Economic Development Expense			798.00			798.00
41311 Office Expense	748.76	156.40	6,318.81			7,223.97
41312 Small Equipment			1,946.79			1,946.79
41511 Insurance - Property			18,318.00			18,318.00
41512 Insurance - Workers Comp.			14,217.00			14,217.00
41515 Insurance - Auto			29,921.00			29,921.00
Total 43400 Total Operating Costs	**$ 2,318.30**	**$ 2,108.45**	**$ 85,227.12**	**$ 2,343.70**	**$ 340.72**	**$ 92,338.29**
43500 Total County Services						0.00
41291 Animal Control Services			8,130.00			8,130.00

	4500 Com Dev	6000 - Public Works	8000 - Town Hall	9000 Parks Dep	SSA	TOTAL
41800 Emergency Services			100,000.00			100,000.00
Total 43500 Total County Services	**$ 0.00**	**$ 0.00**	**$ 108,130.00**	**$ 0.00**	**$ 0.00**	**$ 108,130.00**
49900 Total Capital Improvement Costs						0.00
41940 Capital Projects						0.00
Approved Budget Capital Expenditures			31,185.92			31,185.92
Critz Lane Phase 1			2,643.96			2,643.96
Maint Equipment			4,200.00			4,200.00
Park Improvements			24,050.00			24,050.00
SSA CIP					2,242.00	2,242.00
Total 41940 Capital Projects	**$ 0.00**	**$ 0.00**	**$ 62,079.88**	**$ 0.00**	**$ 2,242.00**	**$ 64,321.88**
Total 49900 Total Capital Improvement Costs	**$ 0.00**	**$ 0.00**	**$ 62,079.88**	**$ 0.00**	**$ 2,242.00**	**$ 64,321.88**
Total Expenditures	**$ 54,332.56**	**$ 41,432.70**	**$ 327,653.33**	**$ 2,343.70**	**$ 5,723.40**	**$ 431,485.69**

Wastewater

Open Purchase Order List by Vendor

July 2018 - August 2021

DATE	NUM	MEMO/DESCRIPTION	AMOUNT	OPEN BALANCE	DIVISION
Barge Design Solutions, Inc.					
07/23/2019	2019-1124	Hill property Drip Field project management	175,000.00	2,126.34	Wastewater
03/10/2020	2020-010	WWTP Design BOMA resolution 2020-007	885,000.00	371,728.36	Wastewater
04/02/2020	2020-007	Barge Proj No. 3672700 Task no. 22	9,000.00	3,439.50	Wastewater
08/12/2020	2020-020	Sewer relocation for Critz Lane Phase 1	35,000.00	6,112.25	Wastewater
09/01/2020	2020-024	Wastewater Eng. services BOMA and UB meetings	9,200.00	57.50	Wastewater
10/08/2020	2020-025	Standard Wastewater Specifications Update - TDEC	9,700.00	968.75	Wastewater
01/26/2021	2020-033	Whistlestop Development wastewater plan review	8,100.00	400.00	Wastewater
03/01/2021	2020-038	WWTP - Amend. 2 - easements	8,300.00	8,300.00	Wastewater
03/16/2021	2020-041	WW infrastructure plans review	6,500.00	907.50	Wastewater
06/08/2021	2021-001	Consulting agreement - Utility Board, WW Reservations, General Services 06 08 2021 BOMA meeting minutes	30,000.00	27,200.00	Wastewater
Total for Barge Design Solutions, Inc.			**$1,175,800.00**	**$421,240.20**	
Compliance Envirosystems					
06/18/2020	2020-015	CCTV and smoke testing in Bridgemore subdivision	56,000.00	37,585.25	Wastewater
Total for Compliance Envirosystems			**$56,000.00**	**$37,585.25**	
Hughes Excavating LLC					
03/09/2021	2020-039	Relocation of Wastewater lines Resolution 2021-006	231,500.00	131,370.00	Wastewater
Total for Hughes Excavating LLC			**$231,500.00**	**$131,370.00**	
UT Municipal Technical Advisory Service					
10/27/2020	2020-028	MTAS WW user rate fee study (max fee of $5k)	5,000.00	5,000.00	Wastewater
Total for UT Municipal Technical Advisory Service			**$5,000.00**	**$5,000.00**	
Utility Technologies					
02/11/2021	2020-036	BOMA approved 2/9/2021	43,000.00	12,900.00	Wastewater
Total for Utility Technologies			**$43,000.00**	**$12,900.00**	
TOTAL			**$1,511,300.00**	**$608,095.45**	

General Fund

Open Purchase Order List by Vendor

July 2018 - August 2021

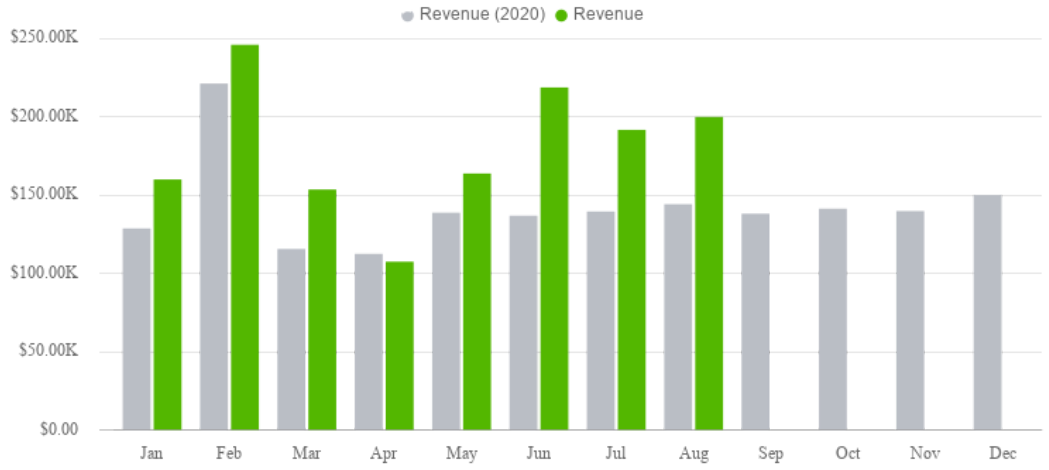
DATE	NUM	MEMO/DESCRIPTION	AMOUNT	OPEN BALANCE	DIVISION
Energy Land & Infrastructure, LLC					
05/01/2020	2020-011	Town center surveying	22,380.00	8,062.60	General Fund
Total for Energy Land & Infrastructure, LLC			**$22,380.00**	**$8,062.60**	
H.B. & T.S. Utility District					
02/09/2021	2020-037	Resolution 2021-002	143,000.00	40,922.40	General Fund
Total for H.B. & T.S. Utility District			**$143,000.00**	**$40,922.40**	
IDT Plans, LLC					
03/09/2021	2020-040	Resolution 2021-005 for IDT Plans	89,094.00	17,594.00	General Fund
Total for IDT Plans, LLC			**$89,094.00**	**$17,594.00**	
Kimley-Horn					
01/14/2020	2020-002	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	156,700.00	7,051.65	General Fund
03/11/2020	2020-013	Resolution 2020-006 Phase 3 ATP grant greenways PIN# 128762.00	200,500.00	8,050.00	General Fund
08/13/2020	2020-021	Amendment no. 1 for Greenway Phase 3 - surveying	8,250.00	8,250.00	General Fund
10/13/2020	2020-031	Clayton Arnold Connector walkway design BOMA approved 10/13/2020 meeting	75,000.00	48,800.00	General Fund
05/11/2021	2020-042	TS Greenway Phase 3 Amend no. 2	192,400.00	192,400.00	General Fund
Total for Kimley-Horn			**$632,850.00**	**$264,551.65**	
Ragan-Smith Associates, Inc.					
12/31/2020	2020-050	CEI contract	183,175.01	177,042.65	General Fund
Total for Ragan-Smith Associates, Inc.			**$183,175.01**	**$177,042.65**	
Rogers Group, Inc.					
08/12/2020	2020-019		1,493,900.00	1,493,900.00	General Fund
Total for Rogers Group, Inc.			**$1,493,900.00**	**$1,493,900.00**	
TOTAL			**$2,564,399.01**	**$2,002,073.30**	

Town of Thompsons Station

STATE AND COUNTY SALES TAX REVENUES
This year

$1,440,073.57

Total revenue



Filtered by
2 income: 31610 Total Sales Tax Revenues:Local Sales Tax - Trustee, 33510 Total Sales Tax Revenues:Local Sales Tax - State

Time period	Revenue (2020)	Revenue
Jan	$128,628.98	$159,863.38
Feb	$221,058.46	$245,800.50
Mar	$115,514.33	$153,462.75
Apr	$112,432.54	$107,421.14
May	$138,662.51	$163,672.11
Jun	$136,746.36	$218,567.17
Jul	$139,422.46	$191,504.53
Aug	$144,090.18	$199,781.99
Sep	$138,029.11	$0.00
Oct	$141,227.84	$0.00
Nov	$139,710.51	$0.00
Dec	$149,937.71	$0.00

Town of Thompson's Station

Usage Breakdown

Billing Cycle: 1

For Period 9/1/2020 - 8/31/2021

Service Type: Wastewater

Show Details: False

Subtotal By: Classification - Area

	Usage	Amount
Total Classification Allenwood Count: 13	**8,842**	**7,911.32**
Total Classification Bridgemore Village Count: 499	**285,473**	**305,049.89**
Total Classification Fields of Canterbury Count: 883	**590,293**	**473,869.21**
Total Classification Heritage Commons Count: 10	**69,922**	**34,014.31**
Total Classification Regional Plant Count: 22	**30,137**	**87,176.53**
Total Classification Tollgate Village Count: 708	**456,345**	**424,093.35**
Total Classification Unknown Count: 6	**14,848**	**410.70**
Total Classification Whistle Stop Count: 8	**3,080**	**5,594.31**

26.00

Period	Usage	Amount
9/1/2020 - 9/30/2020	0	$0.00
10/1/2020 - 10/31/2020	164,591	$103,225.32
11/1/2020 - 11/30/2020	149,952	$100,255.89
12/1/2020 - 12/31/2020	155,338	$101,768.58
1/1/2021 - 1/31/2021	65,784	$110,269.98
2/1/2021 - 2/28/2021	126,184	$101,062.47
3/1/2021 - 3/31/2021	104,222	$110,735.80
4/1/2021 - 4/30/2021	118,030	$126,775.87
5/1/2021 - 5/31/2021	124,030	$126,127.81
6/1/2021 - 6/30/2021	80,250	$132,969.06
7/1/2021 - 7/31/2021	160,518	$175,852.11
8/1/2021 - 8/31/2021	210,041	$149,076.73
	1,458,940	**$1,338,119.62**

Town of Thompson's Station

Usage Breakdown

Billing Cycle: 1

For Period 9/1/2020 - 8/31/2021

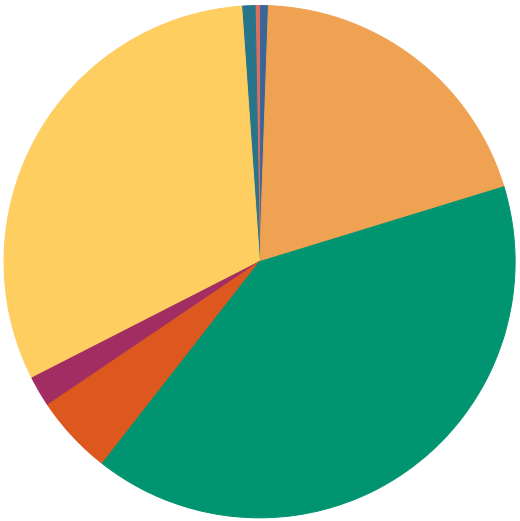
Service Type: Wastewater

Show Details: False

Subtotal By: Classification - Area

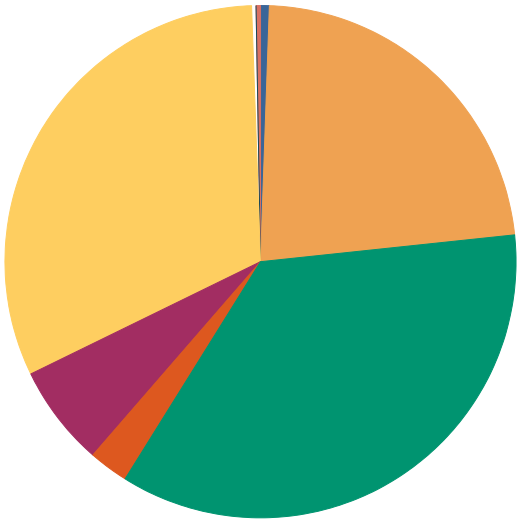
	Usage	Amount

Usage By Classification



Allenwood	0.6%
Bridgemore Village	19.6%
Fields of Canterbury	40.5%
Heritage Commons	4.8%
Regional Plant	2.1%
Tollgate Village	31.3%
Unknown	1.0%
Whistle Stop	0.2%
Total:	100.0%

Amount By Classification



Allenwood	0.6%
Bridgemore Village	22.8%
Fields of Canterbury	35.4%
Heritage Commons	2.5%
Regional Plant	6.5%
Tollgate Village	31.7%
Unknown	0.0%
Whistle Stop	0.4%
Total:	100.0%

culver pllc
certified public accountants

Thompson's Station
Memo to BOMA
State Financial Statement Report Review Comments (FY20 Report)
September 7, 2021

State Financial Statement Report Comment #1:

"The financial report did not present a Schedule of Long-Term Debt Principal and Interest Requirements (e.g. bonds, notes, and other long-term debt by individual issue and by fiscal year) as required by the *Audit Manual* issued by the Comptroller of the Treasury."

State NOTE: The schedule in the Notes to the financial statements does not satisfy this requirement as it is not by individual issue or by fiscal year.

CORRECTION NEEDED on FY21 Report:

-In Note 8 to the Financial Statements (Long-Term Liabilities), do not combine Capital Outlay Series 2013 and 2018 notes into one table – need to break out separately. Therefore, in FN 8, there will be two debt tables under Governmental Activities.

State Financial Statement Report Comment #2:

"The first sentence of the second paragraph in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters should be updated to state, "In planning and performing our audit of the financial statements, we considered Example Entity's internal control over financial reporting (internal control) *as a basis for designing* audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions."

CORRECTION NEEDED on FY21 Report:

-Update the first sentence of the second paragraph in the Report on Internal Control Over Financial Reporting and on Compliance and Others Matters.

-Replace "*to determine the audit procedures"* with "***as a basis for designing audit procedures"***.

Matt Shorter, CPA, CFE
Principal
Culver, PLLC

Jason E. Mumpower
Comptroller

August 26, 2021

Culver PLLC
Certified Public Accountants
7041 Highway 64 W
Oakland, TN 38060

Culver PLLC:

I have reviewed the annual financial report on the Town of Thompson's Station for the fiscal year ended June 30, 2020, as audited by your firm. As a result, this report has been filed as part of the public records of the State of Tennessee. I would like to bring the following item to your attention.

The first sentence of the second paragraph in the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters should be updated to state, "In planning and performing our audit of the financial statements, we considered Example Entity's internal control over financial reporting (internal control) '*as a basis for designing'* audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions…" (i.e., "to determine" should be changed to "as a basis for designing"). Please refer to paragraph 4.54(f) and Example 4-3 of the AICPA Audit Guide: *Government Auditing Standards and Single Audits* (April 1, 2020 Edition) for guidance.

Future reports should comply with the above reporting requirement. To determine if you should take any additional action, please consider your responsibility as outlined in the applicable auditing standards.

If you need to contact our office, please call 615.747.8807 or email Bethany.Wilson@cot.tn.gov. You may also send a response to this letter to the Tennessee Comptroller of the Treasury Division of Local Government Audit, Cordell Hull Building, 4th Floor, 425 Rep. John Lewis Way North, Nashville, TN 37243.

Sincerely,

Bethany Wilson

Bethany Wilson, CPA
Contract Audit Review Specialist

2565

cc: Tennessee State Board of Accountancy

Jason E. Mumpower
Comptroller

August 26, 2021

Honorable Mayor and Board
Town of Thompson's Station
PO Box 100
Thompson's Station, TN 37179

Honorable Mayor and Board:

I have reviewed the annual financial report on the Town of Thompson's Station for the fiscal year ended June 30, 2020, as audited by Culver PLLC, Certified Public Accountants. As a result, this report has been filed as part of the public records of the State of Tennessee.

The audited financial statements are the responsibility of management. The following was observed during the review of the financial report.

Certain comments and recommendations were addressed in the auditor's separately issued management letter. The board should review these recommendations and take steps to implement procedures to improve the entity's internal control structure and compliance with applicable laws and regulations.

The financial report did not present a Schedule of Long-Term Debt Principal and Interest Requirements (e.g., bonds, notes, and other long-term debt by individual issue and by fiscal year) as required by the *Audit Manual* issued by the Comptroller of the Treasury. Refer to page C-14 of the *Audit Manual* (June 2020 Edition) for complete requirements for the schedule. Please note the schedule in the Notes to the Financial Statements does not satisfy this requirement as it is not by individual issue or by fiscal year.

Responsible officials should ensure that future reports submitted to our office address the above items. If you need to contact our office, please call 615.747.8807 or email Bethany.Wilson@cot.tn.gov. You may also send a response to this letter to the Tennessee Comptroller of the Treasury Division of Local Government Audit, Cordell Hull Building, 4th Floor, 425 Rep. John Lewis Way North, Nashville, TN 37243.

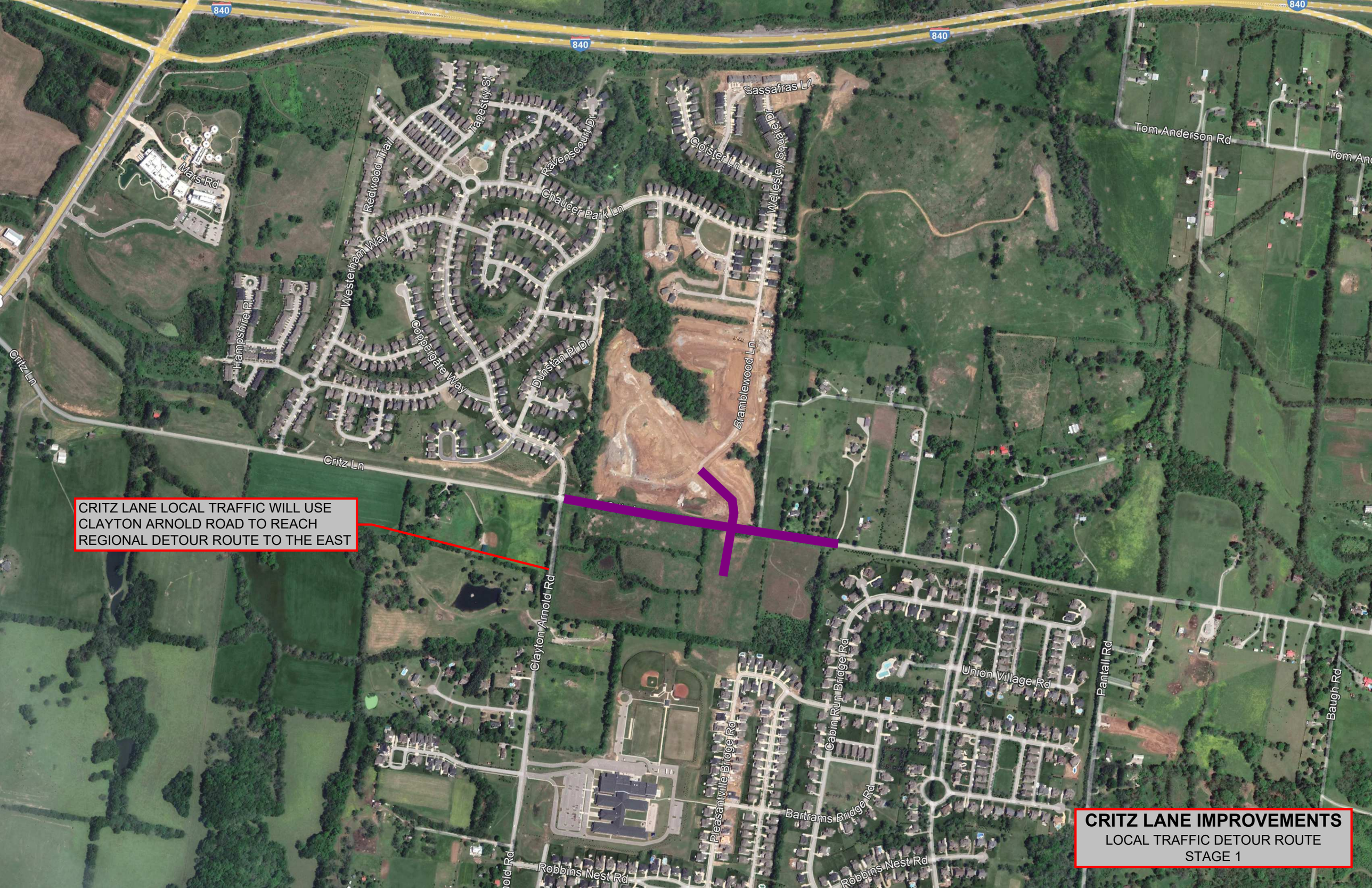
Sincerely,

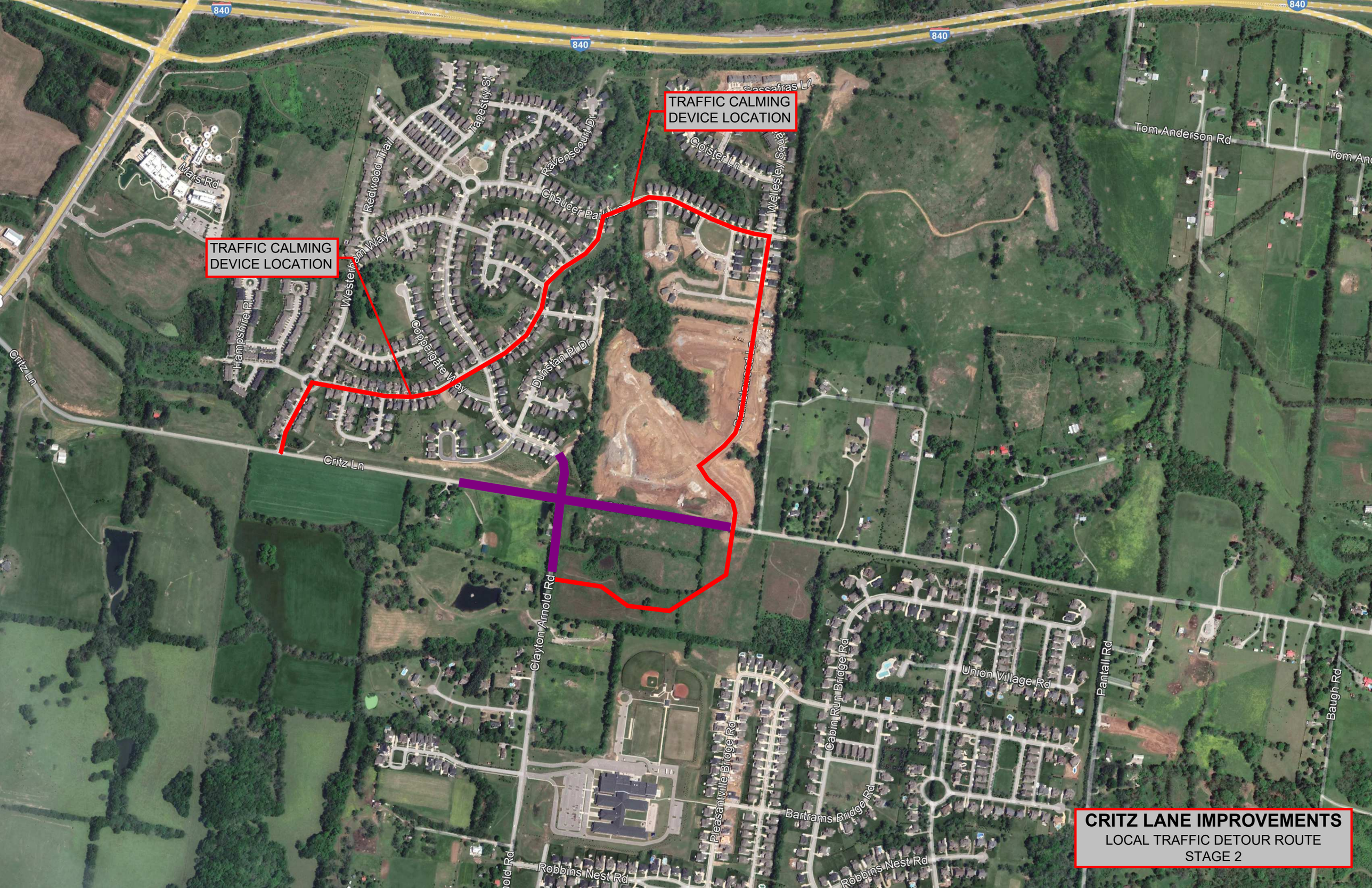
Bethany Wilson

Bethany Wilson, CPA
Contract Audit Review Specialist

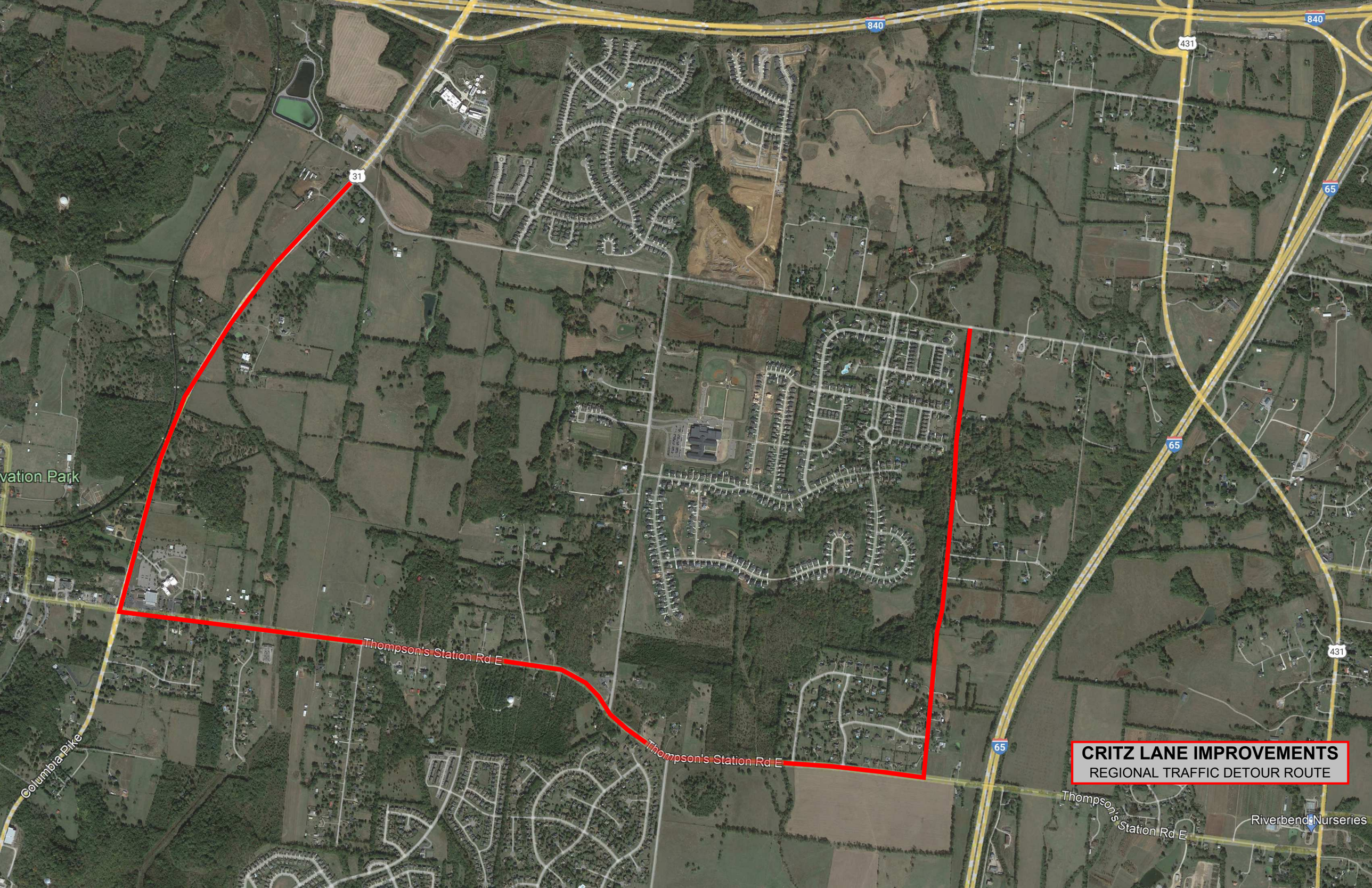
cc: Culver PLLC

Project	Barge Primary Contact	General Project Description	Recent Actions	Upcoming Actions
Alexander Property Drip Fields	*Matthew Johnson*	Soils investigation, surveying, and eventual development of drip fields to serve the wastewater system and expand system effluent disposal capacity.	- All areas have been reviewed and acreage has been finalized. - The site has yielded approximately 36 acres of usable soil.	- None.
Regional Wastewater Treatment Facility Expansion	*Matthew Johnson*	Expansion of Regional Facility to increase treatment capacity.	- Responded to SRF review comments on facilities plan. - Closed on property needed for new influent pump station. - Continuined to coordinate with SRF regarding funding application requirements. - Coordinated with TDEC on Standard Operating Permit application.	- Continue to coordinate with SRF regarding review and application requirements. - Coordinate public meeting required once SRF financial review is completed.
Critz Lane Utility Relocation	*Clayton Foster*	Relocation of wastewater pipelines along Critz Lane to accommodate new road improvements.	- Contractor has completed all work.	- Begin project closeout.
Regional System I/I Investigation	*Matthew Johnson*	Investigation to source of inflow/infiltration (I/I) in the wastewater collection system.	- Majority of CCTV work has been completed in Bridgemore subdivision. - CCTV data was recently submitted for review.	- Complete review of CCTV data received so far. - Complete CCTV work in pipe segments not collected to date.


840
840
840
Mars Rd
Tapestry St
Redwood Trail
Ravenscourt Dr
Chaucer Park Ln
Sassafras Ln
Coister Ln
Wellesley Schools Pl
Tom Anderson Rd
Westerham Way
Hampshire Pl
Coppergate Way
Dunstan Pl Dr
Bramblewood Ln
Critz Ln
Critz Ln
CRITZ LANE LOCAL TRAFFIC WILL USE
CLAYTON ARNOLD ROAD TO REACH
REGIONAL DETOUR ROUTE TO THE EAST
Clayton Arnold Rd
Union Village Rd
Pantall Rd
Baugh Rd
Cabin Run Bridge Rd
Pleasantville Bridge Rd
Bartrams Bridge Rd
Robbins Nest Rd
Robbins Nest Rd
CRITZ LANE IMPROVEMENTS
LOCAL TRAFFIC DETOUR ROUTE
STAGE 1



CRITZ LANE IMPROVEMENTS
LOCAL TRAFFIC DETOUR ROUTE
STAGE 2


840
840
431
31
65
65
431
65
vation Park
Thompson's Station Rd E
Thompson's Station Rd E
Columbia Pike
Thompson's Station Rd E
Riverbend Nurseries
CRITZ LANE IMPROVEMENTS
REGIONAL TRAFFIC DETOUR ROUTE

Date: 9/7/2021

To: BOMA/Town of Thompson's Station

From: Ragan Smith - Brandon Baxter

Re: Item # 7 and Information Only B2 - Critz Lane Traffic Plan/BOMA Action regarding Detours/Condemnation

I have attached 2 maps showing the Regional Traffic Detour Route and the Local Traffic Detour Route for the Critz Lane project for inclusion in the BOMA packet.

Below is a timeline summary for the final informational section of the agenda.

- Detour Route Construction: Summer 2020 – Spring 2021
- Utility Relocating: Fall 2020 – Summer 2021
- Road Construction Start: September 2021
    - Stage 1: September-November 2021
    - Stage 2: November 2021- Project Completion
- Project Completion: 4th Quarter 2022

Thanks,

Brandon Baxter

THOMPSON'S STATION GREENWAY PHASE 2

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
Task 1 - Project Coordination Services																																										
TDOT PE-NEPA NTP	✓																																									
Project TDOT Kick-off Meeting	◆																																									
Preliminary Plans revew - 7/10/20				◆																																						
Task 2 - Field Survey and Data Collection																																										
Field Survey / Data Collection / Field Observations																																										
Task 3 - Preliminary Design																																										
Preliminary Layout																																										
Layout Revision at Anson Property - submitted initial design exhibit 7/28/20, submitted to TDOT 11/3/20, TDOT concurrence 11/13/20, Town final decision 11/23/20				◆				✓					✓																													
Preliminary Utility Coordination / Relocation Design / Early Utility Letters																																										
Preliminary Design Elements																																										
Preliminary Right-Of-Way Plans																																										
Quantities and Cost Estimate																																										
Quality Control / Quality Assurance Review																																										
Task 4 - NEPA Documentation Preparation																																										
Purpose and Need / Agency Coordination																																										
Technical Studies																																										
Archaeology Report - SHPO site visit 12/15/20, received draft 6/18/21, sent comments 7/30/21 (waiting on parking lot resolution), call w/ TDOT 8/25/21, Phase 2 eval - draft 2 months after NTP, TDOT comments 1/31/22, submit SHPO 2/25/22, 5/16/22 approval									◆							◆	◆				◆		◆			◆																
Historic Report - TDOT Battlefield 1/20/21, submitted to TDOT 6/14/21, TDOT approval 7/26/21 (SHPO letter dated 6/28/21)										◆					◆	✓																										
Section 4(f)																																										
Document Preparation and Approval - submit 6/20/22 to TDOT, 8/20/22 approval																											◆															
Task 5 - Public Involvement																																										
Review and analyze Phase 1 input																																										
Public meeting - 8/4/20					◆																																					
Task 6 - Final Plans Preparation																																										
Funding Obligation Approval																														✓												
TDOT Final Design NTP																														✓												
Revise Final Plans																																										
Submit Final Plans to TDOT																																										
TDOT Review																																										
Revise Final Plans																																										
Resubmit Plans to TDOT																																										
Specifications																																										
Quantities and Cost Estimate																																										
Task 7 - Right-of-Way Plans and Services																																										
Funding Obligation Approval																																		✓								
TDOT ROW NTP																																		✓								
Submit ROW Plans to TDOT																																										
TDOT Review ROW Plans																																										
Update ROW Plans per Review Comments																																										
Right-Of-Way / Easement Exhibits and Legal Descriptions - N/A																																										
Appraisal, Review Appraisal, Negotiation and Closing - N/A																																										
Task 8 - Utility Coordination Meetings																																										
Finalize Utility Plans																																										
Utility Coordination Meetings																																										
Task 9 - Permits																																										
SWPPP and ARAP and ACOE Nationwide Permit																																										
Submit SWPPP and ARAP to TDEC and Nationwide Permit to ACOE																																										
Receive NOC for GCP and ARAP and Nationwide Permit																																										
Task 10 - Prepare Bid Documents																																										
Proposal Contract																																										
DBE Goal Setting																																										
TDOT Review of Proposal Contract, Estimate, Advertisement																																										
Utility Certification, ROW Certification, Permit Certification																																										
Finalize, Stamp, Seal PS&E Package																																										
Bid Phase																																										
TDOT Concurrence																																										
TDOT CONSTRUCTION NTP																																										✓

THOMPSON'S STATION GREENWAY PHASE 3

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22
Task 1 - Project Coordination Services																												
TDOT PE-NEPA NTP	✓																											
Project TDOT Kick-off Meeting	◆																											
Preliminary Plans revew - 6/30/20			◆																									
Task 2 - Field Survey and Data Collection																												
Field Survey / Data Collection / Field Observations, Additional Survey for Revised Route																												
Task 3 - Preliminary Design																												
Preliminary Layout																												
Layout Revision at School Property - submitted 7/10/20, TDOT approved 7/14/20, TDOT came back 4/5/21 for additional information				✓									✓															
Preliminary Utility Coordination / Relocation Design / Early Utility Letters																												
Preliminary Design Elements																												
Preliminary Right-Of-Way Plans																												
Quantities and Cost Estimate																												
Quality Control / Quality Assurance Review																												
Task 4 - NEPA Documentation Preparation																												
Purpose and Need / Agency Coordination																												
Technical Studies																												
Archaeology Report - submitted to TDOT 2/23/21, comments received 3/23/21, resubmitted 4/9/21 and 4/13/21, SHPO approved 4/16/21											◆		✓															
Historic Report - submitted to TDOT 3/29/21, TDOT submitted to SHPO 4/9/21, approved 4/13/21												◆	✓															
Section 4(f)																												
Document Preparation and Approval - NAC 5/16/21, submitted to TDOT 5/24/21, FHWA 5/27/21, FHWA comments 6/3/21, submitted to TDOT 6/4/21, TDOT approved 6/7/21															★													
Task 5 - TDOT SR License Agreement Coordination																												
Coordinate State Route License Agreement for SR 31 crossing - TDOT approved 8/11/21																	★											
Task 6 - Public Involvement																												
Review and analyze Phase 1 input																												
Public meeting - 8/4/20					◆																							
Task 7 - Final Plans Preparation																												
Funding Obligation Approval															✓													
TDOT Final Design NTP															✓													
Revise Final Plans																												
Submit Final Plans to TDOT - 8/3/21																	◆											
TDOT Review - still under way as of 9/3/21																												
Revise Final Plans																												
Resubmit Plans to TDOT																			◆									
Specifications																												
Quantities and Cost Estimate																												
Task 8 - Right-of-Way Plans and Services																												
Funding Obligation Approval																				✓								
TDOT ROW NTP																				✓								
Submit ROW Plans to TDOT																												
TDOT Review ROW Plans																												
Update ROW Plans per Review Comments																												
Right-Of-Way / Easement Exhibits and Legal Descriptions																												
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Task 9 - Utility Coordination Meetings																												
Finalize Utility Plans																												
Utility Coordination Meetings																												
Task 10 - Permits																												
SWPPP and ARAP and ACOE Nationwide Permit																												
Submit SWPPP and ARAP to TDEC and Nationwide Permit to ACOE																						◆						
Receive NOC for GCP and ARAP and Nationwide Permit																												
Task 11 - Prepare Bid Documents																												
Proposal Contract																												
DBE Goal Setting																												
TDOT Review of Proposal Contract, Estimate, Advertisement																												
Utility Certification, ROW Certification, Permit Certification																												
Finalize, Stamp, Seal PS&E Package																												
Bid Phase																												
TDOT Concurrence																												
TDOT CONSTRUCTION NTP																											✓	
REQUIRED TO HAVE CONSTRUCTION FUNDS OBLIGATED BY JULY 2022																												★

CLAYTON-ARNOLD CONNECTOR

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
NTP from Town - 10/2/20	✓																							
Field Survey and Data Collection - 11/20																								
Preliminary Design																								
Utility Coordination																								
Utility Companies Coordination - 3/9/21																								
Electric Guy Wire Response from Utility - 3/19/21																								
Town Coordinate w/ Property Owner - 3/31/21																								
Coordination with Avenue Downs																								
Prelim Cross Section - 12/7/20																								
Confirm Easement and Cost Share Confirmation - 2/1/21																								
Confirmed Internal 10' Wide Greenway - 3/1/21																								
Sent Crossing Cooridnation and Demo Questions - 3/19/21, 3/31/21, 4/26/21																								
Coordination Call and Received CAD file 4/29/21																								
Plan for AV Contractor to Construct w/ $ from Town 5/19/21																								
Town Advise no Avenue Downs Assistance 8/27/21																								
Draft Plans and OPC - 4/9/21							◆																	
Final Design																								
Right-of-Way Acquistion																								
Permitting																								
Prepare Bid Documents																								
Project Bid																								
Construction																								

Gentlemen,

Micah is correct that we are doing everything we can to expedite the lengthy NEPA process and were successful for Phase 3 in getting the quickest turnaround (1 day) from submitting the final document to TDOT providing approval that we've ever seen! We have a staff person sitting at TDOT two days a week working with their NEPA staff and have been able to use this to our benefit.

Also following up on the dialogue regarding costs, here are a few items of note that will hopefully help alleviate any concerns:

1. Both the Ph 2 and 3 Greenway projects are federally funded grants and therefore require extensive NEPA environmental reports per TDOT requirements. Between both contracts we have subconsultants on board to complete these technical reports (archaeology, historical, geotechnical) that total over $60,000.
2. Site surveys done by a survey subconsultant for all 3 projects totals over $65,000.

Happy to discuss any schedule or cost items further as needed.

Thank you!

I hope I can provide some context on the greenway projects. As we heard at the Parks Board this month, Kimley Horn is working through the TDOT Local Programs process as quickly as they can. The NEPA process is required for any project that includes state money. Since the TAP & ATP grants are TDOT funded, we are bound to go through TDOT's process, which is long & cumbersome. I have worked on the other side of this when I was a consultant & I can tell you our experience going through NEPA with the greenway projects is, unfortunately, not usually. Keep in mind, segments of the greenway go through the TS battlefield, cross waterways, & other environmentally sensitive areas which of course requires stricter scrutiny during the NEPA process.

Kimley Horn & Alisha especially have been very responsive to the Town at each stage of this process. We are fully briefed on their activities & receive regular updates from them. So, Town Staff is actively monitoring this project, as well as providing updates to the Parks Board at each meeting. Neither Town Staff nor our consultants have direct control over when TDOT finishes a technical review as part of the NEPA process. Believe me, I wish we did! The NEPA reviews are required to be finalized before we get notice to proceed from TDOT on the next phases of the greenway project. If you all have questions at any point on this project or any others, please let me know. Happy to discuss at your convenience.

Also as discussed at the last Parks Board meeting, we are pressing ahead with Phase 4 of the greenway grant application. From our conversations with the Local Programs staff, the Town is in good shape to be awarded another TAP grant for the next greenway phase.

Thanks, **Micah Wood, AICP Planning Director Town of Thompson's Station**

Micah,

Happy Tuesday!

Below is the current status of each of the 4 greenway projects. Attached are the full project schedules updated to show progress thus far as well as anticipated future milestones to the best of our knowledge.

Greenway Ph 3

- TDOT still reviewing final plans, Simchah has given a deadline of this week for receiving comments from TDOT staff

Greenway Ph 2

- Our team will be providing a contract amendment today for additional NEPA technical study efforts required by TDOT

Clayton-Arnold Connector

- Received direction on 8/27 from Town to assume no Avenue Downs developer involvement
- Proceeding with final design plans for Town review

Greenway Ph 4

- Grant application due Oct 2
- Providing map today for public input meeting
- Preparing draft text this week for Town's review
- Preparing draft budget next week for Town's review
- Town providing letters of support

Let me know if there are any questions!

Thank you,

Alisha Eley, PLA, LEED AP, ASLA | Associate
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