

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
October 10th, 2017**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

**Consideration Of The Minutes Of The September 12, 2017 Regular Meeting
And September 28th, 2017 Special Session Meeting**

Documents:

[09122017 MINUTES.PDF](#)

[09282017 MINUTES.PDF](#)

Public Comments-

Unfinished Business:

1. Public Hearing And Second Reading Ordinance 2017-011: AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTIONS 1.3 (DEFINITIONS), 2.2.3 (RESIDENTIAL SUBDIVISIONS, WORKPLACE COMMERCIAL CENTER), 3.3.7 (HILLSIDE AND RIDGELINE DEVELOPMENT), AND 4.17 (SIGNS) AND ADD SECTION 3.9.23 FOR STREET LIGHTING WITHIN SUBDIVISIONS OF THE LAND DEVELOPMENT ORDINANCE.

Documents:

[ORD 2017-011 EXHIBIT A SIGNS.PDF](#)

[ORD 2017-011 LDO AMEND.PDF](#)

[ORD 2017-011 MEMO 2ND READING LDO AMEND.PDF](#)

[ORD 2017-011 RHPA MAP.PDF](#)

New Business:

2. Resolution 2017-020: A Resolution Of The Town Of Thompson's Station, Tennessee To Approve A Contract To Purchase Real Property From Encompass Land Group, LLC For The Town's Wastewater System And Other Public Purposes

Documents:

[RESOLUTION 2017 20 ENCOMPASS PURCHASE K RESO.PDF](#)

[ENCOMPASS PURCHASE AGREEMENT MEMO.PDF](#)

[2017.10.02 ENCOMPASS LAND PURCHASE CONTRACT.PDF](#)

[THOMPSONS STATION 3_500_000 FINANCING INFORMATION](#)

[9_25_17.PDF](#)

[TMBF INFO SHEET.PDF](#)

[REGIONALFACILITYSERVICEAREA_24X36_V6.PDF](#)

3. First Reading Of Ordinance 2017-012: 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 60 ACRES SOUTHWEST OF TOM ANDERSON ROAD (PORTION OF COUNTY TAX MAP 132 PARCEL 006.09) FROM D1 (LOW INTENSITY RESIDENTIAL) TO D3 (HIGH INTENSITY RESIDENTIAL) AND TO REZONE THE REMAINING 106 ACRES FROM D1 TO THE T1 ZONE.

Documents:

[ORDINANCE 2017-012.PDF](#)
[REZONE STAFF REPORT \(CANTERBURY\).PDF](#)
[ORDINANCE 2017-012 EXHIBIT A.PDF](#)
[CANTERBURY CONCEPTUAL PLAN RENDERING.PDF](#)

4. First Reading Of Ordinance 2017-013: 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 140.1 ACRES LOCATED AT 1824 SEDBERRY ROAD (PORTION OF COUNTY TAX MAP 131 PARCEL 007.01) FROM D1 (LOW INTENSITY RESIDENTIAL) TO D2 (MEDIUM INTENSITY RESIDENTIAL) AND TO REZONE 65.12 ACRES (PORTION OF COUNTY TAX MAP 131 PARCEL 007) FROM D1 TO T1.

Documents:

[ORDINANCE 2017-013.PDF](#)
[REZONE STAFF REPORT \(STATION HILL\).PDF](#)
[ORD 2017-013 EXHIBIT A.PDF](#)
[STATION HILL CONCEPTUAL PLAN RENDERING.PDF](#)

5. First Reading Of Ordinance 2017-014: AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 1.2.7 (USE DISTRICTS), TABLE 2.1 COMMUNITY TYPES CRITERIA, TABLE 2.3 COMMUNITY TYPES, AREAS AND CIVIC SPACES, TABLE 4.3 TRANSECT ZONE NON-RESIDENTIAL USES

Documents:

[STAFF REPORT LDO AMENDMENT TABLES AND USE DISTRICT.PDF](#)
[ORDINANCE 2017-014.PDF](#)

6. Resolution 2017-021: A Resolution Of The Town Of Thompson's Station, Tennessee To Approve A Contract To Purchase Real Property From Ferrari Partners, LP For The Realignment Of Critz Lane

Documents:

[RESOLUTION 2017 21 FERRARI PURCHASE K RESO.PDF](#)
[FERRARI PURCHASE AGREEMENT MEMO.PDF](#)
[FERRARI PURCHASE AGREEMENT.PDF](#)
[FERRARI PURCHASE EXHIBIT.PDF](#)

7. Resolution 2017-022: A Resolution Of The Town Of Thompson's Station, Tennessee To Approve A Contract Amendment With First Response, INC. For Services Related To The Cleanout Of Lagoon 1 Of The Town's Wastewater Plant And To Authorize The Mayor To Sign The Agreement

Documents:

[RESOLUTION 2017 22 FIRST AMENDMENT FIRST RESPONSE LAGOON 1.PDF](#)
[FIRST RESPONSE CONTRACT AMENDMENT MEMO.PDF](#)

2017.10.03 FIRST AMENDMENT TO FIRST RESPONSE LAGOON 1
CLEANOUT.PDF
FIRST RESPONSE CONTRACT EXHIBIT.PDF

Announcements/Agenda Requests

Adjourn

Information Only:

Town Administrator Report

Documents:

TA REPORT 10102017.PDF
TA REPORT EXHIBIT THOMPSONS STATION 1_500_000 FINANCING
INFORMATION 9_25_17.PDF

Finance Report

Documents:

2017 10 BOMA FINANCE REPORT.PDF

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

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
September 12, 2017

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Tuesday September 12, 2017 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Administrator Joe Cosentini; Town Planner Wendy Deats; Town Clerk Jennifer Jones and Town Attorney Todd Moore.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the August 8, 2017 regular meeting and the August 29th, 2017 special meeting were submitted for approval.

After discussion, Alderman Bell made a motion to approve the minutes of the August 8, 2017 regular meeting. The motion was seconded and carried by all.

After discussion, Alderman Stover made a motion to approve the minutes of the August 29th, 2017 Special meeting with modifications. The motion was seconded and carried by all.

Public Comments:

Mac Hughes - 3025 Americus - Voiced support of the Interlocal Agreement with Williamson County.

Steven Lugg - 2144 English Garden Way - Voiced opposition of the Sales Tax Increase interlocal agreement with Williamson County.

Tom Evans - 2677 Critz Lane - Had concerns regarding the upcoming Critz Lane improvements.

Mary Beasley - Heritage Foundation - Voice concerns over the potential condemnation of historic property with the Critz Lane improvements.

Jim Van Vleet - 2702 Thompson's Station Rd. East - Wanted to voice support for the vintage fire truck purchase and how it is an amenity to the Parks system.

Unfinished Business:

- 1. Resolution 2017-015, a Resolution by the Town of Thompson's Station, Tennessee to approve the use of Town Right of Way by the City of Spring Hill, Tennessee for the purpose of constructing a temporary Traffic Signal at Buckner Lane and Thompson's Station Rd., East.**

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-015 as presented.

After discussion, Alderman Bell made a motion to approve Resolution 2017-015, a resolution by the Town of Thompson's Station, TN to approve the use of Town Right of

Way by the City of Spring Hill, TN for the purpose of constructing a temporary traffic signal at Buckner Lane and Thompson's Station Rd., East. The motion was seconded and carried unanimously.

- 2. Resolution 2017-017, a Resolution by the Town of Thompson's Station, Tennessee to enter into an Interlocal Agreement with Williamson County, Tennessee to redistribute the half of the one-half percent Sales Tax increase that is not allocated for schools.**

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

Mayor Anderson spoke on behalf of Williamson County.

After discussion, Alderman Stover made a motion to approve Resolution 2017-017, a Resolution by the Town of Thompson's Station, Tennessee to enter into an Interlocal Agreement with Williamson County, TN to redistribute the half of the one-half percent Sales Tax increase that is not allocated for schools, with the amendment that referendum be held and approved by the voters within 12 months from the date the resolution is approved. The motion was seconded and approved by a vote of 3 to 2 with Aldermen Dilks and Shepard casting the opposing votes.

- 3. Public Hearing and Second Reading of Ordinance 2017-010, an Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve a revised plan for Forrest Landscaping (CP 2017-003) for the installation of a monument sign located at 1748 Lewisburg Pike.**

Mr. Cosentini reviewed his report and recommended approval of Ordinance 2017-010. Mayor Napier then opened the floor for public comment. Being none, the floor was then closed. The applicant, Ed Dilts, came forward to speak on his behalf and answer questions.

After discussion, Alderman Bell made a motion to approve the Second Reading of Ordinance 2017-010, an Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve a revised plan for Forrest Landscaping (CP 2017-003) for the installation of a monument sign located at 1748 Lewisburg Pike, with the following revisions:

- The paint and/or vinyl will not be photo luminescent**
- There not be more than 10 total cells**
- The cell dimensions not exceed 11 x 36**

The motion was seconded and carried by all.

New Business:

- 4. Resolution 2017-018, a Resolution of the Town of Thompson's Station, Tennessee to approve a memorandum of understanding with Encompass Land Group, LLC regarding the potential purchase of real property.**

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

Board of Mayor and Aldermen – Minutes of the Meeting
August 8, 2017

Bucky Ingram came forward to answer questions and speak on behalf of Encompass Land Group, LLC.

After discussion, Alderman Stover made a motion to approve Resolution 2017-018, a Resolution of the Town of Thompson's Station, Tennessee to approve a memorandum of understanding with Encompass Land Group, LLC regarding the potential purchase of real property. The motion was seconded and carried by all.

- 5. Resolution 2017-019, a Resolution of the Town of Thompson's Station, Tennessee to approve a contract with Hodgson Douglas, LLC for the design and preparation of the Construction Documents for improvements to Preservation Park and to authorize the Mayor to sign the contract.**

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-019 as presented.

**After discussion, Alderman Bell made a motion to approve Resolution 2017-019, a Resolution of the Town of Thompson's Station, Tennessee to approve a contract with Hodgson Douglas, LLC for the design and preparation of the Construction Documents for improvements to Preservation Park and to authorize the Mayor to sign the contract, with the amendment to Section 3, adding "but not to exceed March 1, 2018".
The motion was seconded and carried by all.**

- 6. Ordinance 2017-011, an Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve amendments to the Land Development Ordinance regarding signage and hilltop development.**

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

**After discussion, Alderman Bell made a motion to approve First Reading of Ordinance 2017-011, an Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve amendments to the Land Development Ordinance regarding signage and hilltop development.
The motion was seconded and carried by all.**

- 7. Proclamation – Joining the Williamson County School System and Proclaiming September as "Be Nice" month in Thompson's Station – Where Every 1 counts.**

Alderman Stover made a motion to accept the Proclamation – Joining the Williamson County School System and Proclaiming September as "Be Nice" month in Thompson's Station – Where Every 1 counts. The motion was seconded and carried by all.

Town Administrator Report

Mr. Cosentini updated the Board on the TDOT SIA Project, Critz Lane re-alignment, the Dog and Pony Show and Meeting Videos.

Alderman Shepard has a prepared statement that will be attached to these minutes.

Board of Mayor and Aldermen – Minutes of the Meeting
August 8, 2017

Adjourn

There being no further business, the meeting was adjourned at 9:05 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
September 28th, 2017

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Thursday September 28, 2017 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell, Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Administrator Joe Cosentini and Town Attorney Todd Moore.

New Business:

- 1. Resolution 2017-020 – A Resolution by the Town of Thompson's Station, Tennessee authorizing the submittal of a Transportation Alternatives Program Grant Application for improvements to the Town's Greenway System.**

Mr. Cosentini reviewed his report and recommended approval of Resolution 2017-020.

After discussion, Alderman Stover made a motion to approve Resolution 2017-020, A Resolution by the Town of Thompson's Station, Tennessee authorizing the submittal of a Transportation Alternatives Program Grant Application for improvements to the Town's Greenway System. The motion was seconded and carried by all.

Adjourn

There being no further business, the meeting was adjourned at 7:13 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

4.17 Sign Standards; Purposes and Intent.

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

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

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

The purposes and intent of this section are as follows:

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

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

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

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

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

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

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

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

Billboard. Any permanent off-site sign.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Residential districts. Means a Zoning District primarily intended for residential uses including zones D1, D2 and D3 zoned subdivisions (or phases thereof) that allow for only residential uses. Transect, Commercial and Industrial zones are not residential districts.

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

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

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

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

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

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

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

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

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

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

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

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

4.17.2 General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.17.3 Prohibited Signs.

The following signs are prohibited in all zoning districts:

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

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

4.17.4 Permitted Signs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Non-commercial flags.*

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

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

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

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

TABLE 4.25 GENERAL TRANSECT SIGN RESTRICTIONS

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

TABLE 4.26 GENERAL USE DISTRICT SIGN RESTRICTIONS

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

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

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

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

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

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

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

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

Specifications: See Table 4.26

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

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

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

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

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

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

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

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

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

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

TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS





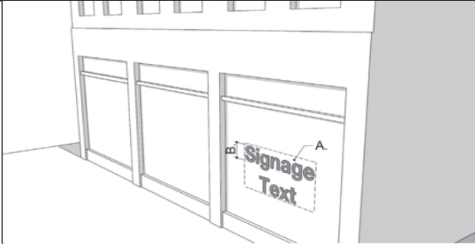
AWNING SIGN	
Requirements	<p>A. Valence sign area must maintain a 1 in. border.</p> 
CANOPY SIGN	
Requirements	<p>A. Canopy signs copy may not exceed 30 in. in height.</p> <p>B. Canopy signs may be externally illuminated or neon.</p> <p>C. Fixtures must be shielded to prevent glare.</p> <p>D. Conduit,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

TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS

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

TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS

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



4.17.6 Administration and enforcement.

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

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

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

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

4.17.6 Severability clause

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

ORDINANCE NO. 2017-011

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

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

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

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

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

Remove section 2.2.3.c.

Section 3.9.23 – The subdivider shall bear the financial responsibility for the original installation costs for the materials and labor for street lighting where it is deemed reasonably necessary by the Town Engineer. Street lighting shall be of such size and specifications as deemed appropriate by the Town Engineer to meet the specific requirements of the subdivision. Street lights shall be installed between the curb and the sidewalk within the grass strip.

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

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

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

Section 4.17 – Sign Standards. See exhibit A.

Appendix D – Ridgeline and Hilltop Protection Area Map – See exhibit B.

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

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: September 12, 2017

Passed Second Reading: _____

Submitted to Public Hearing on the 10th day of October, 2017, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 17th day of September, 2017.

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

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



DATE: October 4, 2017
TO: Board of Mayor and Aldermen
FROM: Wendy Deats, Town Planner
SUBJECT: Amendments to the Land Development Ordinance (LDO).

The Planning Commission held work sessions in April and June 2017 to discuss amending the sign standards and hillside regulations. On July 25, 2017, the Planning Commission recommended to the Board of Mayor and Aldermen the proposed amendments along with additional minor revisions. On September 12, 2017, the Board of Mayor and Aldermen passed on first reading the following amendments:

Section 1.3 Definitions – (Page 13).

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

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

Section 2.2.3 Residential Subdivision, Workplace Commercial Center (page 26).

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

3.9.23 Street Lighting within Subdivisions.

The subdivider shall bear the financial responsibility for the original installation costs for the materials and labor for street lighting where it is deemed reasonably necessary by the Town Engineer. Street lighting shall be of such size and specifications as deemed appropriate by the Town Engineer to meet the specific requirements of the subdivision. Street lights shall be installed between the curb and the sidewalk within the grass strip.

Section 3.3.7 Hillside and Ridgeline Development (page 31).

(a). Hillside or Steep Slope Development. The resource inventory map must include a slope analysis that identifies all natural slopes in excess of 15% on the project site and all ridgelines. Disturbance, grading and development of natural slopes exceeding 15% shall be governed by this section and any lot that exceeds 15% slope shall be designated as a critical lot. In addition, any development that will result in more than 5% critical lots shall require additional preconstruction evaluation including a mass grading plan to be submitted during the preliminary plat phase. Design features such as larger lots may be required to reduce disruption and encourage lots to utilize existing contours reducing overall impacts. All proposed construction on slopes in excess of 15% shall submit engineered foundation and grading plans and an engineering report to address all site-specific issues for review and approval by

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the Town's Engineer or Engineering Consultant prior to the issuance of a building permit. Development on slopes exceeding 25% is prohibited. Slopes exceeding 25% may be counted toward meeting open space requirements.

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

Section 4.17 Sign Standards. See attached exhibit A.

Recommendation

Planning Commission recommends that the Board of Mayor and Aldermen adopt Ordinance 2017-007 to amend the Town's Land Development Ordinance to modify these sections.

Attachments

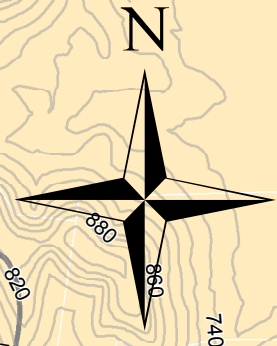
Ordinance 2017-011

Exhibit A – Sign Standards

Exhibit B – Appendix D – RHPA Map

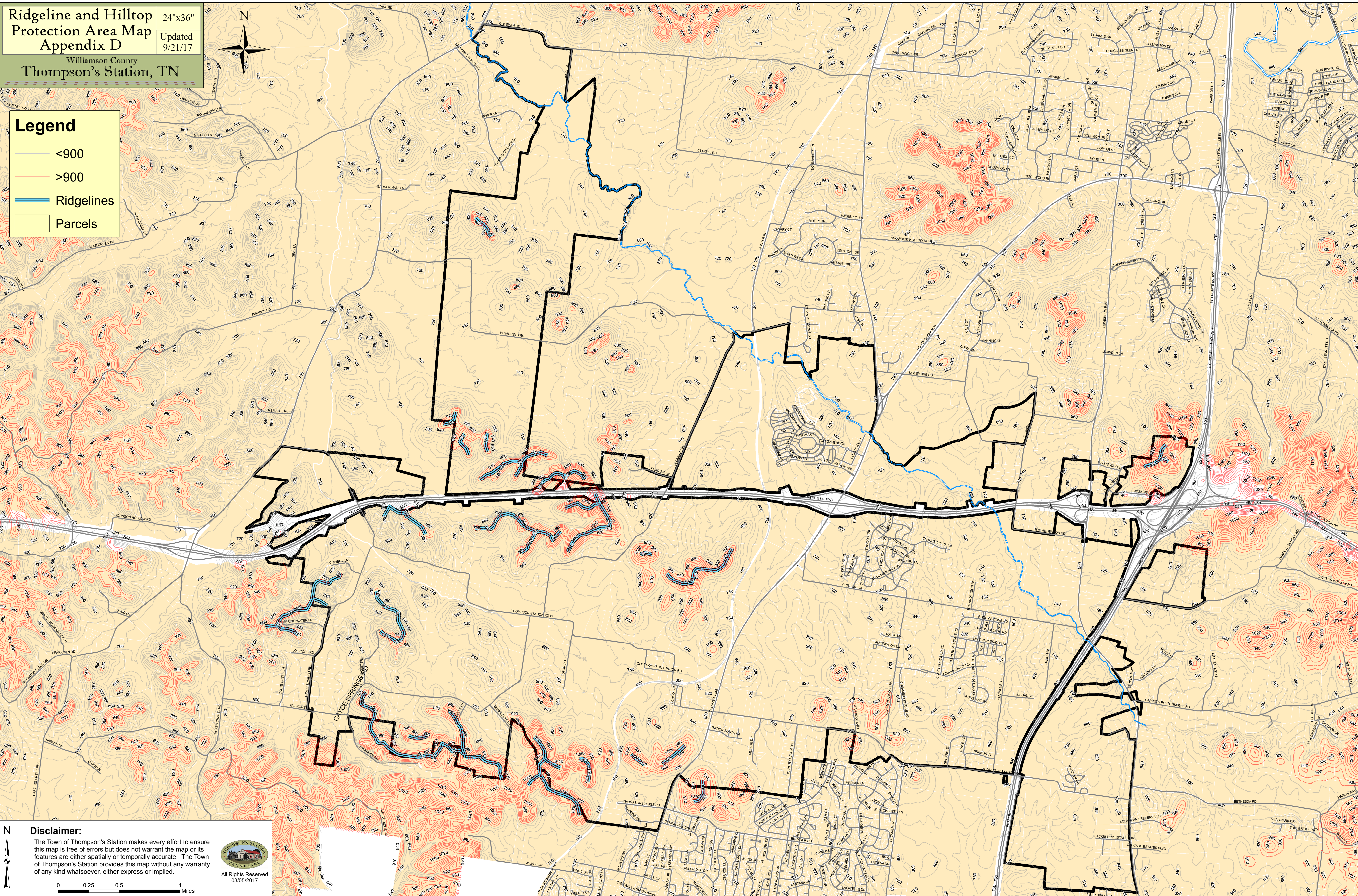
**Ridgeline and Hilltop
Protection Area Map
Appendix D**
Williamson County
Thompson's Station, TN

24"x36"
Updated
9/21/17



Legend

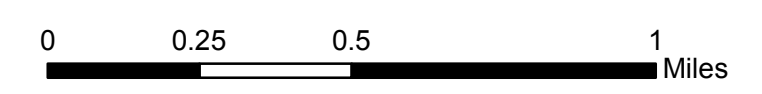
- <900
- >900
- Ridgelines
- Parcels



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



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03/05/2017



RESOLUTION NO. 2017-020

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CONTRACT TO PURCHASE REAL PROPERTY FROM
ENCOMPASS LAND GROUP, LLC FOR THE TOWN'S WASTEWATER SYSTEM
AND OTHER PUBLIC PURPOSES**

WHEREAS, Encompass Land Group, LLC ("Encompass") wishes to sell and the Town wishes to purchase real property from Encompass according to certain terms and conditions; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a Contract for the purchase of this real property.

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

That the Contract for Sale between the Town and Encompass Land Group, LLC for the Town to purchase two tracts of land consisting of approximately 170 acres for \$3,015,720.00, a copy of which is attached hereto and incorporated herein, is approved and the Mayor is authorized to sign this Contract on behalf of the Town.

RESOLVED AND ADOPTED this ____ day of October 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

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

MEMO

DATE: October 3, 2017
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Encompass Purchase Agreement

The attached purchase agreement is regarding the Town's acquisition of 170.12 acres included on two separate parcels (Alexander and Hill). Each of these parcels have been preliminarily evaluated for the use of drip disposal fields for our Regional Wastewater Facility. The estimated useful acreage for drip fields is approximately 90 acres. With this acquisition, the Town will be able to maximize our full treatment capacity at the Regional Facility.

The cost to the Town is \$3,105,000 or \$18,252 per acre.

This contract allows for the use of existing taps for Canterbury to be used in any Canterbury expansion be it to the Alexander parcel or other adjacent property that is proposed to be included in the subdivision. The tap fees for this allocation will remain at \$2,500 per tap. There is a new allocation of 285 tap to the Hill property that is required to pay the full tap fee of \$6,100 per tap. This allocation is contingent on the Tennessee Department of Environment and Conservation (TDEC) approval of the new drip field land.

Since this land is proposed for drip fields, the entire purchase will be expensed through the wastewater fund. We do not currently have \$3,105,000 available and will need to finance the purchase. We have contacted the Tennessee Municipal Bond Fund (TMBF) for an evaluation of projected cost associated with a bond issuance. The TMBF fixed rate program has a 20-year payback period with an adjustment every 5-7 years. Annual payments would be just over \$225,000 on a \$3,500,000 bond issue at a rate of 2.55%. We would utilize tap fee income to pay back the loan. Wastewater operating revenues would need to be used if tap fee income falls over the course of the payback period.

The benefit of using the TMBF is that they take care of all aspects of the bond issuance and ensures compliance with all necessary state requirements by coordinating directly with the Comptroller's Office.

Another issue that was considered should the Town purchase the proposed land was the potential of widespread residential development using all the excess capacity that would be available. Staff has evaluated the establishment of a reasonable service area for the Regional Facility that is based on the natural water drainage areas. The proposed area is shown in the attached map. Both Canterbury and Bridgemore fall outside of the central basin that would be used to establish the district. We've included Canterbury since a portion of the subdivision falls within the basin and existing infrastructure is in place to continue service at the Regional plant. Bridgemore is being excluded as this subdivision could be easily diverted to a new facility in the future if one is constructed on the eastside of Town. Town Center is being included in the proposed service area as the railroad track provides a reasonable

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dividing line between lower density zoning to the west that are more suitable for septic systems and Town Center that is intended for higher intensity uses. A new plant specific for Town Center did not seem reasonable.

Adoption of the proposed service area will be placed on the November agenda should the BOMA proceed on the land purchase.

BOMA Action:

Staff recommends approval of Resolution 2017-20 as presented.

CONTRACT FOR SALE

THIS CONTRACT made and entered into this _____day of October, 2017, by and between Encompass Land Group, LLC, a Tennessee limited liability company, hereinafter referred to as "Seller," and the Town of Thompson's Station, Tennessee, a municipal corporation, hereinafter referred to as "Purchaser."

WITNESSETH, THAT:

WHEREAS, Seller has a contract to purchase two parcels which are identified as follows: 1) Approximately 165 Acres (Williamson County Tax Map/Parcel 132 - 6.09), of which the Seller will sell to Purchaser approximately 105 Acres of the real property, hereinafter referred to as Alexander Property, the legal description of which shall be determined by survey as hereinafter provided; and 2) Map/Parcels 131 - 007.00 and 131 - 007.01, which is approximately 290 acres, of which Seller will sell to Purchaser approximately 65.12 acres, hereinafter referred to as Hill Property (Alexander property and Hill Property shall be referred to as "Property"), the legal description of which shall be determined by survey as hereinafter provided (together with all improvements thereon and all of Seller's right, title and interest in adjoining roadways, rights-of-way, easements and appurtenances thereto, hereinafter referred to as the "Property"); and

WHEREAS, Purchaser is desirous of acquiring the Property and Seller is desirous of selling the Property to Purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and conditions herein contained, the parties agree as follows:

1. **Sale:** For the consideration hereinafter set forth, upon all the terms, provisions and conditions and at the times herein contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

2. **Purchase Price:** Purchaser shall pay to Seller as the purchase price Two Million Six Hundred Twenty-Five Thousand and No/Dollars (\$2,625,000.00) for the Alexander Property and Four Hundred Eighty Thousand and No/Dollars (\$480,000.00) for the Hill Property, which the total Purchase Price shall be Three Million Fifteen Thousand Seven Hundred Twenty and No/Dollars (\$ 3,105,000.00) (the "Purchase Price") and shall be payable as follows:

(i) Purchaser shall within five (5) business days after the "Acceptance Date" (as hereinafter defined), deposit One Hundred Thousand and No/Dollars (\$100,000.00) with Stewart Title Company, 121 First Avenue South, Suite 200, Franklin, TN 37064 (the "Title Company"), as and for an earnest money deposit hereunder, which said sum shall be applied to the Purchase Price upon closing or shall be retained by Seller as liquidated damages and in lieu of all other remedies at law or in equity in the event Purchaser fails to close as provided in Paragraph 11 hereof. Purchaser has previously paid Seller Ten Thousand Dollars (\$10,000.00) as consideration for a Memorandum of Understanding related to this transaction and upon the execution of this agreement this \$10,000 shall be converted to earnest money to be held and disbursed as provided herein and applied to the Purchase Price at closing. All interest earned on the earnest money while held by the Title Company shall be for the benefit of Purchaser. Seller shall have until 12:00 Noon on the _____ day of October, 2017, to accept this Contract and to deliver a fully executed copy hereof to Purchaser, the date of such acceptance and delivery being herein referred to as the "Acceptance Date".

(ii) Purchaser shall, at closing hereunder, pay Seller the Purchase Price, of which Purchaser's earnest money shall form a part, in cash or by cashier's check.

3. **Contingencies:** This Contract is subject to the following:

(a) The approval of the Town's Board of Mayor and Aldermen for the rezoning of a portion Alexander Property (identified herein) to D-3 and for the rezoning of a portion of the Hill Property to D-2 as requested by the Purchaser as further described below.

(b) Seller has a contract with Barry Alexander Farms, LLC to purchase 165 acres (Parcel 132 - 6.09), which said contract is attached as Exhibit "C". This Contract is subject to Seller consummating the contract on the Alexander Property.

(c) The Alexander Property is approximately 165 acres, of which Purchaser is only purchasing approximately 105 acres, of the Alexander Property. The Seller must obtain for the remaining 60 acres proper zoning (D-3) to allow for the development and construction of a minimum of 150 residential units.

(d) Seller has a contract with B. Lillian Hill et al to purchase 290.184 acres (Parcel 131-007.01 and 131-007.00), which said contract is attached as Exhibit "D". This contract is subject to Seller consummating the contract on the Hill Property.

(e) The Hill Property is approximately 290 acres, of which Purchaser is only purchasing approximately 80 acres of the Hill Property. The Seller must obtain for the remaining 210 acres proper zoning (D-2) to allow for the development and construction for a minimum of 285 residential units.

(f) Hood Development, a related party to the Seller, has a surplus of 293 sewer taps under a Sewer Tap Agreement attached as Exhibit "D". The Board of Mayor and Aldermen of the Town of Thompson's Station must approve that Hood Development may use these 293 taps for the expansion of the Canterbury subdivision development. Hood Development shall only be responsible for the payment of the applicable Effluent Disposal Fees for use of these taps. **In addition, the Board of Mayor and Aldermen of the Town of Thompson's Station shall approve and guarantee capacity, subject to Tennessee Department of Environment and Conservation of new drip fields, of an additional 25 taps for use in Canterbury. This new allocation will be subject to the full amount of the applicable tap fees.**

(g) The Board of Mayor and Aldermen of the Town of Thompsons Station shall approve and guarantee capacity, subject to Tennessee Department of Environment and Conservation of new drip fields, for 285 Sewer Taps to be used on the Hill Property. The Seller or developer of the Hill Property shall be responsible for the full amount of the applicable tap fees.

(h) If any of the foregoing contingencies do not occur as a result of the failure of the Town to approve the requested rezoning then the \$100,000.00 earnest money deposit, plus any interest accrued shall be returned to the Purchaser and the Seller may retain the \$10,000.00 previously deposited to cover its expenses incurred in surveying the properties. If the Seller fails to close on the Alexander or Hill property for any other reason, then the entire \$110,000.00, plus interest, shall be returned to Purchaser. Seller understands and agrees that the Purchaser has not agreed that the Town will approve the requested rezonings as a part of this agreement.

4. Financing Contingency: INTENTIONALLY DELETED. -

5. Title. (a) The obligations of Purchaser under this Contract are further contingent upon Purchaser's receipt, at Purchaser's sole cost and expense, within sixty (60) days after the Acceptance Date, of a commitment (and copies of all instruments reflected as exceptions thereon) (the "Commitment") from the Title Company to issue as of closing hereunder a standard 1992 ALTA Owner's Policy of Title Insurance covering the Property and providing full extended coverage over all general and special title exceptions except Permitted Exceptions (as hereinafter defined) contained in such commitment in the full amount of the Purchase Price, together with a zoning endorsement on ALTA Form 3.0 and access survey endorsements. Seller shall, upon closing, remove the liens of all

mortgages, deeds of trust and other security instruments against the Property reflected upon the Commitment, and the existence of any such lien upon the Commitment shall not require objection as set forth below. Purchaser shall have a period of ten (10) days after receipt of the Commitment to deliver written notice to Seller of any objections that Purchaser may have to the state of title of the Property. In the event Purchaser shall fail to give said notice objecting to the state of title, all items (other than liens of mortgages, deeds of trust and other security instruments as aforesaid) listed as special exceptions on the Commitment shall be deemed to have been approved by Purchaser and shall thereby be deemed "Permitted Exceptions" for all purposes hereof, and Purchaser shall have no further right to object thereto. In the event Seller is notified, as hereinabove provided, of any objections to the state of title, and Seller is unable to satisfy said objectionable matters to the reasonable satisfaction of Purchaser and the Title Company within ten (10) days after Seller's receipt of such notice, Purchaser shall either: (i) accept the state of title subject to said objectionable conditions and exceptions without adjustment in the Purchase Price, in which event said conditions and exceptions shall be accepted for all purposes and shall thereby be deemed Permitted Exceptions, or (ii) reject the state of title, in which event this Contract shall be terminated and Purchaser's earnest money shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within five (5) days after Purchaser is advised of Seller's inability to satisfy any such objectionable matters shall be deemed Purchaser's acceptance of title pursuant to clause (i) above.

(b) If any matters become conditions or exceptions to the state of title following the acceptance of the state of title as aforesaid, Seller shall notify Purchaser of such conditions or exceptions and Purchaser shall have ten (10) days after receipt of such notice to object thereto. In the event Seller is unable to satisfy said objectionable matters to the reasonable satisfaction of Purchaser and the Title Company within ten (10) days after receiving notice of such objectionable matters. Purchaser shall either: (i) accept the state of title subject to said objectionable conditions and exceptions without any adjustment in the Purchase Price, in which event said conditions and exceptions shall be accepted for all purposes and shall thereby be deemed Permitted Exceptions; or (ii) reject the state of title, in which event this Contract shall be terminated and of no force and effect, and Purchaser's earnest money shall be refunded in full to Purchaser. Purchaser's failure to reject the state of title under clause (ii) above by written notice within five (5) days after Purchaser is advised of Seller's inability to satisfy any such objectionable matters shall be deemed Purchaser's acceptance of title pursuant to clause (i) above.

(c) Anything to the contrary herein contained notwithstanding, if: (i) any matters become conditions or exceptions to the state of title following Purchaser's acceptance of the state of title, and (ii) Purchaser can establish that said conditions or exceptions to the state of title arose solely as a result of acts or omissions of Seller following Purchaser's acceptance of the state of title, then Purchaser may, if Seller is, as provided above, unable to satisfy the objections of Purchaser: (i) reject the state of title to the Property, in which event the Contract shall be terminated, and Purchaser's earnest money shall be refunded in full to Purchaser; or (ii) close the transaction contemplated hereunder and bring suit for damages.

(d) Purchaser's obligation to close on the Property hereunder is contingent upon Purchaser being able to obtain, at Purchaser's sole cost and expense, from the Title Company, upon closing, an Owner's Policy of Title Insurance for the Property in the form specified above and in the amount of the Purchase Price, containing no exceptions other than:

- (i) Current taxes not yet due and payable;
- (ii) The Permitted Exceptions;
- (iii) The lien of Purchaser's lender; and
- (iv) Exceptions created pursuant to the terms hereof and any other matters which have been approved in writing by Purchaser.

If Purchaser is unable to obtain said policy upon closing hereunder, after the exercise of due diligence and its reasonable efforts, Purchaser may terminate this Contract, and Purchaser's earnest money shall be refunded in full to Purchaser. Notwithstanding anything contained in this Contract to the contrary, in the event necessitated by reason of the exercise of the rights under any of the provisions of this, Paragraph 5, closing (and the obligations of the parties hereto) shall be extended accordingly.

6. Delivery of Documents, etc.: Seller shall, within ten (10) days following the Acceptance Date, deliver the following to Purchaser:

(a) A copy of all recorded plats affecting the Property or any part thereof, and of any and all proposed plats, if any, which have been prepared for, submitted to or approved by any Governmental Agency.

(b) A copy of all trust indentures or restrictions affecting the Property, or any part thereof, or its development.

(c) A copy of any surveys of the Property in the possession and control of Seller, including, but not limited to, outboundary surveys, topographical surveys and as-built surveys, together with authority from Seller to its surveyors/engineers to release copies of any such surveys not in Seller's possession to Purchaser.

(d) A copy of any certificates of title, commitments for title insurance or title insurance policies covering the Property or any part thereof, which are in the possession and control of the Seller.

(e) A copy of any engineering and/or soil and/or hazardous substances studies made of the Property which are in Seller's possession and under Seller's control, and authority from Seller to its engineers/consultants to release copies of any such studies not in Seller's possession to Purchaser.

All copies of items described above to be delivered to Purchaser shall be originals or photocopies of originals. Seller represents and warrants that it will deliver to Purchaser true and complete copies of all items referred to above, including any and all amendments, modifications or changes thereto, and that the items delivered or to be delivered pursuant to this paragraph will be all of the documents of the nature specified.

7. Engineering and Feasibility Reviews: Purchaser shall have until December 1, 2017 ("Contingency Expiration Date") to review and inspect those items to be delivered pursuant to Paragraph 6 hereof and to conduct or have conducted on its behalf and at its sole cost and expense, such soil tests, environmental studies, surveys and engineering and market studies as it deems necessary or advisable, and Seller hereby grants Purchaser and Purchaser's agents and representatives the right, at Purchaser's sole cost and expense, to contact and consult with such of Seller's engineers and experts as Purchaser may desire and with representatives of the Governmental Agencies. Further, Seller hereby grants Purchaser and its agents and representatives the full right of access to the Property, and Purchaser may, through its agents and representatives, and at its sole cost and expense, from time to time inspect the Property, cause boundary line and topographical surveys to be prepared, take soil samples, conduct boring and environmental tests and such other engineering investigations and inspections as Purchaser may reasonably require. Purchaser shall indemnify and hold Seller harmless from and against any loss, cost and/or expense (including reasonable attorney's fees and litigation expenses) incurred, sustained by or claimed against Seller on account of Purchaser's activities pursuant to this Paragraph. In the event the closing contemplated hereby fails to occur for any reason whatsoever, Purchaser shall restore the Property to the same condition existing prior to such activities.

Purchaser's obligation to consummate the purchase called for herein shall be subject to Purchaser's reasonable satisfaction, within the aforesaid period, with the information contained in the documents to be delivered pursuant to Paragraph 6 hereof and with the results of any independent tests or studies made by or on behalf of

Purchaser pursuant to this, Paragraph 7. In the event Purchaser determines, based upon such review, tests or studies, that it cannot or that it is not feasible for it to, for any reason whatsoever, develop the Property for the purposes intended or economically or within its initial costs estimates, then, at the option of Purchaser exercisable on or before 5:00 p.m. on the Contingency Expiration Date, this Contract shall be terminated and rendered null and void and Purchaser's earnest money shall be refunded in full to Purchaser. Failure of Seller to receive written notice from Purchaser of its intent to terminate within the aforesaid period shall be deemed a waiver of this contingency.

8. Survey: Seller shall furnish or caused to be furnished to Purchaser a current staked survey of the Property prepared by a registered land surveyor licensed in the State of Tennessee reasonably acceptable to Purchaser and the Title Company for purposes of its issuance of extended title insurance. Such survey shall establish the right-of-way dedication strip, if any, and otherwise the edge of any adjoining roadway as the boundary line of the Property. Such survey shall (a) comply with the minimum standard detail requirements established by the American Congress on Surveying and Mapping and the American Land Title Association and shall be certified to Purchaser and the Title Company to be in compliance with the minimum standards for property boundary surveys acceptable in the State of Tennessee; (b) show the boundary lines and legal description of the Property; (c) specify the area, in square feet, of the Property; (d) show the location of all improvements, fences and driveways on the Property and show no encroachments of boundary and building lines, easements and rights-of-way; (e) show the location and course of all visible and recorded easements and rights-of-way and sewage, water, electricity, gas and other utility facilities and conduits upon or adjacent to or servicing the Property; and (f) show access to public rights-of-way to and from the Property on adjacent streets. Purchaser shall have a period of ten (10) days after receipt of the survey to deliver written notice to Seller of any defects disclosed therein which, in the reasonable judgment of Purchaser, will impair the value of the Property or Purchaser's contemplated use thereof, and Seller shall have ten (10) days from the date Purchaser delivers such notice to Seller to cure such defects. In the event Seller is unwilling or unable to affect such cure, this Contract shall, at Purchaser's sole option, be terminated and of no force and effect and Purchaser's earnest money shall be refunded in full. The legal description of the Property prepared pursuant to said survey shall be controlling for all purposes hereof.

9. Representations of Seller: Seller makes the following representations and warranties, which are true as of the date hereof and shall be true on the closing date hereunder:

(a) That Seller will be the fee simple owner of the Property and has full right, title and authority to enter into the instant Contract.

(b) That Seller is and has been in compliance with all requirements of law and of all Governmental Agencies, and has not received any notice not heretofore complied with from any such Agency that the Property or any improvements thereon violate or fail to comply with any applicable law, regulation or requirement or are deficient or defective in any manner.

(c) Intentionally Deleted.

(d) That there are no actions, suits, claims or proceedings pending or, to the knowledge of Seller, threatened against or affecting the Property or the zoning thereof.

(e) That no commitments have been made to any governmental or non-governmental organizations, groups or individuals relative to the Property which would impose an obligation on Purchaser or its successors to contribute or dedicate land or money or to construct any improvements on or off the Property.

(f) That Seller has no knowledge of any change contemplated in any laws, ordinances or restrictions, or any action by adjacent landowners, or natural or artificial conditions upon the Property which would limit, impede or render more costly Purchaser's contemplated development of the Property.

(g) That, other than as specifically set forth herein, there are no written or oral contracts, commitments, agreements or obligations to which Seller is a party and affecting the Property, and Seller will not, during the pendency of this Contract, accept any contract (including back-up contracts) relating to the Property.

(h) That no Hazardous Materials (as hereinafter defined) exist on or under the Property or on any properties immediately adjoining or upstream from the Property or have been transported to or from the Property or used, generated, manufactured, stored or disposed of on or under the Property or any properties immediately adjoining or upstream from the Property, and the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or the environmental conditions on or under the Property, including, without limitation, soil and groundwater conditions. For purposes hereof, "Hazardous Materials" shall mean (i) substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901, et seq.; (ii) those substances defined as "hazardous waste" in Sections 260.360 and 260.500 R.S.Mo. promulgated pursuant to said laws; (iii) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; and (iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or of property adjacent to or upstream from the Property.

(i) That if there are presently levied any special assessments with respect to the property or a part thereof, Seller shall pay or cause the same to be paid on or prior to closing hereunder, and such assessments shall be deducted from the Purchase Price at closing if not paid by Seller. Seller has no notice or knowledge of any additional special assessments being contemplated but not now levied.

(j) That Seller is unaware of any fact or condition existing which could result in the termination of the current access as it now exists to or from the Property.

(k) That there are available at the outboundary line of or on the Property existing and operating utility systems and lines for water, gas and electricity, and that Purchaser will have the right, as of closing, to connect thereto without the necessity of obtaining easements over any other property. Further, Seller represents and warrants that Purchaser will be permitted to connect the residences and other improvements to be constructed upon the Property to such utility lines and systems upon payment of normal and customary "tap-in" fees, and that Purchaser will not be liable for payment of any recoupment fees or similar such charges.

(l) That all of the foregoing representations and warranties are true as of the date hereof and will be true upon closing hereunder.

10. INTENTIONALLY DELETED.

11. Closing: The closing of the sale contemplated under this Sales Contract shall occur on or before December 31, 2017. Closing shall take place at the offices of Stewart Title Company, 121 First Avenue South, Suite 200, Franklin, Tennessee 37064, or at such other location as the parties mutually agree.

At Closing, Seller shall execute (where necessary) and deliver to Purchaser the following:

(a) A Special Warranty Deed, in recordable form, conveying the Property free and clear of all liens, charges and encumbrances created by and through Seller other than:

(i) Current real estate taxes and assessments which are a lien but which are not yet due and payable and special taxes, if any, becoming a lien on or before the Closing Date;

(ii) Permitted Exceptions;

(iii) Zoning and other governmental restrictions; and

(iv) Exceptions created pursuant to the terms hereof and any other matters which have been approved by Purchaser hereunder in writing; and

(b) An affidavit or other undertaking as may be reasonably required by the Title Company to remove from Purchaser's Owner's Policy of Title Insurance the standard exceptions for unfilled mechanics' liens, materialmen's liens or other liens for services, labor or materials furnished and for parties in possession; and

(c) Possession of the Property. Notwithstanding anything contained herein to the contrary, Purchaser may, upon ten (10) days' written notice to Seller, accelerate closing hereunder, in which event closing shall be held on the date so noticed at the time and place and in the manner provided above.

12. Closing Prorations: At closing, the following prorations and adjustments shall be made to the Purchase Price:

(a) Real estate taxes payable in respect of the Property for the calendar year in which the closing occurs shall be prorated, on a calendar year basis. If at the time of the closing, the final current tax bills and assessments for the Property have not been received, then the parties shall prorate on the basis of the most recent available tax bills and shall readjust and settle between themselves when final bills become available.

(b) Purchaser shall pay the cost of recording and filing fees and other fees and costs customarily treated as "closing costs" in the Williamson County area and shall also pay the cost of any Owner's and Mortgagee's Policies of Title Insurance.

13. Failure to Close: In the event Purchaser fails to close hereunder other than by reason of a failure of title pursuant to Paragraph 5 hereof or a breach by Seller of the representations contained in Paragraph 9 hereof or a failure of a contingency contained in Paragraphs 3, 4, 7, or 8 hereof, then Purchaser shall forfeit and Seller shall have the right to retain, as liquidated damages and in lieu of all other remedies at law or in equity, the earnest money deposited hereunder, and this Contract shall terminate and Purchaser shall have no further right, title or interest of any kind or nature in or to the Property. It is expressly agreed and understood that all remaining rights of Purchaser hereunder shall automatically terminate and expire upon any such failure of Purchaser to close on the date specified herein for closing, and that no further instrument or instruments shall be necessary to effect such termination. In the event Seller shall fail to close hereunder, Seller shall refund to Purchaser all earnest money deposited hereunder; provided, however, nothing herein contained shall be construed as limiting Purchaser's right to specifically enforce this Contract or Purchaser's damages should it elect to pursue the same.

14. Commissions: The parties hereto each represent onto the other that neither Party has engaged the service of a real estate company nor there are not any commissions to be paid.

15. Notices: Any notice required or permitted to be given hereunder shall be deemed given (1) on the date written notice is personally delivered or (ii) two (2) business days after deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, or (iii) on the first business day after deposited with a national courier guaranteeing overnight delivery, and addressed as follows:

If to Seller: Encompass Land Group, LLC
121 First Avenue South, Suite 220
Franklin, Tennessee 37064
Attention: Henry Preston Ingram, Jr.

If to Purchaser: Town of Thompson's Station
1550 Thompson's Station Road, West
Thompson's Station, Tennessee 37179
Attention: Joe Cosentini, Town Administrator

16. Binding Effect: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors and assigns.

17. Assignment: This Contract is not assignable by Purchaser without the consent of the Parties.

18. Survival: There are certain provisions of this Contract which by their terms and by necessity must be completed after closing hereof; any such terms shall survive closing. All warranties and representations of Seller made in this Contract shall also survive closing and any independent investigation made by Purchaser.

19. Time is of the Essence: It is agreed by and between Seller and Purchaser that time is of the essence in this Contract.

20. Construction and Interpretation: This Contract has been made and entered into in the State of Tennessee, and shall be governed and construed by and in accordance with the laws of the State of Tennessee without giving effect to conflict of laws principles.

21. Computation of Time: If the last day for deposit of earnest money, giving of notice of performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Tennessee, then such last day shall be extended to the next succeeding business day thereafter.

22. Severability: Whenever possible, each provision of this Contract and any other related document shall be interpreted in such manner as to be valid under applicable law, but if any provision of any of the foregoing shall be invalid or prohibited under such applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision, or the remaining provisions of such documents.

23. Paragraph Headings: The headings of the paragraphs in this Contract are inserted solely for convenience of reference and are not intended to govern, limit, or aid the construction of any term or provision hereof.

24. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Contract shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

25. Further Actions: Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Contract or any agreement or document related hereto or entered into in connection herewith.

26. Attorney's Fees: In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Contract or for any alleged breach or default of, or any other action arising out of this Contract or the transaction contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded.

27. Counterparts: This Contract may be signed in any number of counterparts and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract.

28. Entire Agreement: This Contract constitutes the entire agreement between the parties.

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

SELLER:

Encompass Land Group, LLC,
A Tennessee limited liability company

BY: Henry Preston Ingram, Jr.
ITS: Chief Manager

PURCHASER:

Town of Thompson's Station, Tennessee

By: Corey Napier
Its: Mayor

**Tennessee Municipal Bond Fund
Information Regarding Fixed and Variable Rate Loan Programs
for the Town of Thompson's Station, Tennessee**

September 25, 2017

The Tennessee Municipal Bond Fund ("TMBF"), can assist the Town of Thompson's Station (the "Town"), in obtaining either variable rate or fixed rate financing in the amount of not to exceed \$3,500,000 to finance the acquisition of land for a future site for a wastewater treatment plant for the Town by means of either a variable or fixed rate loan from The Public Building Authority of the City of Clarksville, Tennessee (the "PBA"). The PBA will issue a bond which will be sold as a private placement to a bank, with the proceeds of the sale being used to make a loan to the Town.

Below is a summary of the fixed rate and variable rate loan programs.

FIXED RATE PROGRAM

The fixed rate can be locked in for a term of either 5 or 7 years – the bank six months prior to the end of each 5 or 7 year period can adjust the rate based on current market conditions – the bank can either raise, lower, or leave the rate the same or opt out of the loan- the bank has to notify the Town and TMBF 180 days prior to the end of such term of what the new rate will be for the next 5 or 7 year term, as applicable – if the Town does not agree to the new rate (if the bank changes the existing rate), TMBF will work with the Town to find another bank to take the loan - the final rate use for the closing of the loan would be locked in at the time of the adoption of the resolution or just prior to that time and would be good until the closing of the loan – if the closing occurs within a reasonable time

The fixed rate loan can be amortized for 20 years which is the term we understand the Town is considering

The loan can be prepaid in full on a rate adjustment date with no prepayment penalty – the loan may be prepaid in full on other dates with the approval of the bank and a 1% prepayment penalty – however, the Town may make additional principal payments during the term of the loan with no prepayment penalty subject to certain restrictions – the restriction is that not more than 20% of the outstanding principal balance in addition to the regular principal payment may be prepaid in any twelve (12) month period

The loan will be a general obligation debt of the Town but additionally payable from the utility system revenue

The total cost of issuance is 0.60% for the fixed rate loan – \$6,000 per \$1,000,000 - this is an all-inclusive cost of issuance - there are no additional fees or expenses for a registration or paying agent - the cost of issuance will be paid from the loan proceeds at the time of closing – in the case of a \$3,500,000 loan the cost would be \$21,000

The fixed rate loan can be structured as a draw loan – **the Town can draw on the loan for a three year period with a minimum of one-third of the loan amount being drawn each year** - the Town will only pay interest and fees on the funds as they are drawn - the Town will send in a request for a draw to the bank by the 25th of each month and the funds will be wired by the bank to the Town on the first business day of the following month – the Town will be responsible for any arbitrage rebate liability – however due to the structure of the loan there should not be any rebate liability

However, if the Town prefers, at the time of the closing of the loan the Town can receive the entire loan proceeds, less the cost of issuance amount – the Town will then be able to invest the proceeds and will be responsible for any arbitrage rebate liability associated with the loan - the Town will have three years to spend the loan proceeds – interest is payable on the entire amount from the time of closing

Principal will be payable annually with interest being payable semiannually – the payment dates can be determined at the time of the closing of the loan

VARIABLE RATE PROGRAM

The loan will bear interest at a variable rate based on SIFMA, which is a weekly rate made up of the average of the five largest remarketing banks - SIFMA stands for Securities Industry and Financial Markets Association - this index was created in response to industry participants' demand for a short-term index which accurately reflected activity in the variable rate demand obligations market

The three year SIFMA average is 0.33% - the four year SIFMA average is 0.26% - the five year SIFMA average is 0.23% - the ten year SIFMA average is 0.56% - the fifteen year SIFMA average is 1.11% - today's SIFMA rate is 0.88% - the average for the last 52 weeks is 0.74% - a SIFMA rate history is attached hereto

The purchasing bank will add a spread of 1.60% which is based on the Town not having a long term issuer debt rating by a nationally recognized rating agency - the administration fee will be 0.15% - the trustee will also charge a fee for its services - the trustee fee will be \$125 per month - interest and fees will be billed monthly

The variable rate loan can be amortized for 20 years which is the term we understand the Town is considering

The spread of 1.60% will be locked in for a period of seven years - the Bank at the end of each seven year period can adjust the spread based on current market conditions or opt to get out of the loan - they can either raise, lower, or leave the spread the same - the bank has to notify the Town and TMBF 180 days prior to the end of each seven year period if the spread will change - if the Town's debt rating changes during the life of the loan, the Town's spread will be changed based upon the pricing matrix then in the loan agreement to be effective on the next July 1

The loan can be prepaid in whole with 90 days notice with no prepayment penalty

The Town may make additional principal payments during the term of the loan with no prepayment penalty subject to certain restrictions - the restriction is that not more than 20% of the outstanding principal balance in addition to the regular principal payment may be prepaid in any twelve (12) month period

This is a draw basis loan - the Town will only pay interest and fees on the funds as they are drawn - the Town will send in a request for a draw to the trustee by the 25th of each month and the funds will be wired by the trustee to the Town on the first business day of each month - the Town will have three years to draw on the loan (longer if the project is still ongoing) - the Town will be responsible for any arbitrage rebate liability - however due to the structure of the loan there should not be any rebate liability

The total cost of issuance is 0.60% for the variable rate loan - \$6,000 per \$1,000,000 - this is an all-inclusive cost of issuance - the cost of issuance will be paid from the loan proceeds at the time of closing - in the case of a \$3,500,000 loan the cost would be \$21,000

The monthly invoice will be generated by the trustee at the first of the month - the invoice will include the actual SIFMA rates based on the average of the weekly SIFMA rates for the preceding month plus the spread of 1.60%, the administration fee of 0.15%, and the trustee fee - the payment will be due to the trustee by the 10th of the month - principal will be payable annually in May - the all inclusive rate as of today would be 2.63%

If the Town should obtain an issuer rating from Moody's in the A category, the bank spread would be 1.05% which would make the all-inclusive rate as of today only 2.08% - we have assisted several borrowers with obtaining an issuer rating and would be happy to assist the Town should you decide to proceed with a rating

The loan will be a general obligation debt of the Town but additionally payable from the utility system revenue

LOAN PROCESS FOR EITHER VARIABLE OR FIXED RATE LOAN:

The loan would require the adoption of two resolutions, an Initial Resolution and a Loan Resolution, at either a regular or special meeting of the Board of Mayor and Aldermen, after publication of a notice of such meeting. We furnish the resolutions and assist in obtaining all necessary approvals. The loan would require the completion of a loan application and credit approval by the bank.

Below is a summary of the loan process which is the same for either a fixed or variable rate loan:

1. Submission of Loan Application and necessary financial information to TMBF; submission to Bank by TMBF (approximately 20 day turn-around time)
2. Publication of notice of meeting at least five to seven days prior to meeting or proof of annual meeting notice
3. Adoption of Initial Resolution and Loan Resolution
4. Publication of Initial Resolution (20 day protest period)
5. Submission of necessary information to State to obtain approval of loan
6. Preparation of necessary loan documents
7. Execution of loan documents and receipt of an opinion of the Town's attorney with respect to the loan (the form of which we provide to such attorney)
8. Closing of Loan

AMORTIZATION SCHEDULES:

Fixed Rate Schedule

The fixed rate schedule is based on an amount of **\$3,500,000** with an indicative fixed rate of **2.55%** for a **20** year term with a **5** year rate adjustment

The seven year rate is 2.73% for a 20 year term

Variable Rate Schedule

The variable rate schedule is based on an amount of **\$3,500,000** with a variable rate of **2.86%** which is the fifteen year SIFMA average of **1.11%** plus the bank spread and administration fee of **1.75%** (it does not include the trustee fee as described above) for a **20** year amortization.

We recommend that variable rate borrowers budget at a minimum of at least 3.50% for debt service

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FIXED RATE AMORTIZATION SCHEDULE

BOND DEBT SERVICE

TOWN OF THOMPSON'S STATION, TENNESSEE
\$3,500,000 FR LOAN - 20 YEARS

TENNESSEE MUNICIPAL BOND FUND
FIXED RATE LOAN PROGRAM

***BASED ON INDICATIVE RATE FOR 20 YEAR TERM WITH
5 YEAR RATE ADJUSTMENT***

ASSUMES ALL PROCEEDS DRAWN AT CLOSING
PRINCIPAL PAYABLE ANNUALLY; INTEREST PAYABLE SEMIANNUALLY

Dated date: November 1, 2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017					
05/01/2018			44,625.00	44,625.00	
11/01/2018	136,000	2.550%	44,625.00	180,625.00	225,250.00
05/01/2019			42,891.00	42,891.00	
11/01/2019	140,000	2.550%	42,891.00	182,891.00	225,782.00
05/01/2020			41,106.00	41,106.00	
11/01/2020	143,000	2.550%	41,106.00	184,106.00	225,212.00
05/01/2021			39,282.75	39,282.75	
11/01/2021	147,000	2.550%	39,282.75	186,282.75	225,565.50
05/01/2022			37,408.50	37,408.50	
11/01/2022	151,000	2.550%	37,408.50	188,408.50	225,817.00
05/01/2023			35,483.25	35,483.25	
11/01/2023	155,000	2.550%	35,483.25	190,483.25	225,966.50
05/01/2024			33,507.00	33,507.00	
11/01/2024	159,000	2.550%	33,507.00	192,507.00	226,014.00
05/01/2025			31,479.75	31,479.75	
11/01/2025	163,000	2.550%	31,479.75	194,479.75	225,959.50
05/01/2026			29,401.50	29,401.50	
11/01/2026	167,000	2.550%	29,401.50	196,401.50	225,803.00
05/01/2027			27,272.25	27,272.25	
11/01/2027	171,000	2.550%	27,272.25	198,272.25	225,544.50
05/01/2028			25,092.00	25,092.00	
11/01/2028	175,000	2.550%	25,092.00	200,092.00	225,184.00
05/01/2029			22,860.75	22,860.75	
11/01/2029	180,000	2.550%	22,860.75	202,860.75	225,721.50
05/01/2030			20,565.75	20,565.75	
11/01/2030	184,000	2.550%	20,565.75	204,565.75	225,131.50
05/01/2031			18,219.75	18,219.75	
11/01/2031	189,000	2.550%	18,219.75	207,219.75	225,439.50
05/01/2032			15,810.00	15,810.00	
11/01/2032	194,000	2.550%	15,810.00	209,810.00	225,620.00
05/01/2033			13,336.50	13,336.50	
11/01/2033	199,000	2.550%	13,336.50	212,336.50	225,673.00
05/01/2034			10,799.25	10,799.25	
11/01/2034	204,000	2.550%	10,799.25	214,799.25	225,598.50
05/01/2035			8,198.25	8,198.25	
11/01/2035	209,000	2.550%	8,198.25	217,198.25	225,396.50
05/01/2036			5,533.50	5,533.50	
11/01/2036	214,000	2.550%	5,533.50	219,533.50	225,067.00
05/01/2037			2,805.00	2,805.00	
11/01/2037	220,000	2.550%	2,805.00	222,805.00	225,610.00
	3,500,000		1,011,355.50	4,511,355.50	4,511,355.50

VARIABLE RATE AMORTIZATION SCHEDULE

BOND DEBT SERVICE

TOWN OF THOMPSON'S STATION, TENNESSEE
\$3,500,000 VR LOAN - 20 YEARS

TENNESSEE MUNICIPAL BOND FUND
VARIABLE RATE LOAN PROGRAM

***BASED ON 15 YEAR SIFMA AVERAGE OF 1.11% PLUS BANK SPREAD
OF 1.60% AND ADMINISTRATION FEE OF 0.15%***

ASSUMES ALL PROCEEDS DRAWN AT CLOSING
PRINCIPAL PAYABLE ANNUALLY; INTEREST AND FEES PAYABLE MONTHLY

Dated date: November 1, 2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017					
05/25/2018			56,723.33	56,723.33	56,723.33
05/25/2019	132,000	2.860%	100,100.00	232,100.00	232,100.00
05/25/2020	136,000	2.860%	96,324.80	232,324.80	232,324.80
05/25/2021	140,000	2.860%	92,435.20	232,435.20	232,435.20
05/25/2022	144,000	2.860%	88,431.20	232,431.20	232,431.20
05/25/2023	148,000	2.860%	84,312.80	232,312.80	232,312.80
05/25/2024	152,000	2.860%	80,080.00	232,080.00	232,080.00
05/25/2025	157,000	2.860%	75,732.80	232,732.80	232,732.80
05/25/2026	161,000	2.860%	71,242.60	232,242.60	232,242.60
05/25/2027	166,000	2.860%	66,638.00	232,638.00	232,638.00
05/25/2028	170,000	2.860%	61,890.40	231,890.40	231,890.40
05/25/2029	175,000	2.860%	57,028.40	232,028.40	232,028.40
05/25/2030	180,000	2.860%	52,023.40	232,023.40	232,023.40
05/25/2031	185,000	2.860%	46,875.40	231,875.40	231,875.40
05/25/2032	191,000	2.860%	41,584.40	232,584.40	232,584.40
05/25/2033	196,000	2.860%	36,121.80	232,121.80	232,121.80
05/25/2034	202,000	2.860%	30,516.20	232,516.20	232,516.20
05/25/2035	207,000	2.860%	24,739.00	231,739.00	231,739.00
05/25/2036	213,000	2.860%	18,818.80	231,818.80	231,818.80
05/25/2037	219,000	2.860%	12,727.00	231,727.00	231,727.00
05/25/2038	226,000	2.860%	6,463.60	232,463.60	232,463.60
	3,500,000		1,200,809.13	4,700,809.13	4,700,809.13

SIFMA RATE HISTORY

SIFMA INDEX RATE HISTORY
as of August 31, 2017

Averages for Calendar Years

2016	0.42
2015	0.03
2014	0.05
2013	0.09
2012	0.16
2011	0.18
2010	0.27
2009	0.40
2008	2.21
2007	3.62
2006	3.45
2005	2.46
2004	1.23
2003	1.03
2002	1.38
2001	2.61
2000	4.12
1999	3.29
1998	3.43
1997	3.66
1996	3.43
1995	3.85

Average Since 1995 2.24

One Year Average
August 31, 2016 - August 31, 2017 0.74

Three Year Average
August 31, 2014 - August 31, 2017 0.33

Four Year Average
August 31, 2013 - August 31, 2017 0.26

Five Year Average
August 31, 2012 - August 31, 2017 0.23

Ten Year Average
August 31, 2007 - August 31, 2017 0.56

Fifteen Year Average
August 31, 2002 - August 31, 2017 1.11

Twenty Year Average
August 31, 1997 - August 31, 2017 1.61

Twenty-Five Year Average
August 31, 1992 - August 31, 2017 1.92

TENNESSEE MUNICIPAL BOND FUND

Making great cities even better . . . one loan at a time

Tennessee Municipal Bond Fund/ Tennessee County Services Loan Program Information Regarding Variable, Fixed Rate and Alternative Loan Programs

The Tennessee Municipal Bond Fund ("TMBF") and the Tennessee County Services Loan Program ("TCSLP"), were created in 1985 by the Tennessee Municipal League and the Tennessee County Services Association, respectively, in order to help Tennessee cities and counties obtain financing for capital projects at the lowest possible cost. TMBF and TCSLP are non-profit governmental entities. We are currently in our 30th year of service. To date, we have made over 1,390 loans to 199 different cities and 71 different counties in the amount of approximately \$4.35 billion dollars. These loans consist of both fixed and variable rate loans through a public building authority or capital outlay note issues, bond anticipation note issues, grant anticipation note issues, refunding bond issues, and other forms of financings issued by cities and counties. By working with a number of service providers and financial institutions, we are able to negotiate lower fees and costs to cities and counties. To date our smallest issue was a \$4,500 capital outlay note issue with our largest issue being a \$68,000,000 loan through a PBA.

TMBF/TCSLP can assist Tennessee cities and counties in obtaining either variable rate or fixed rate financing to finance public works projects by means of a loan from The Public Building Authority of the City of Clarksville, Tennessee or The Public Building Authority of the County of Montgomery, Tennessee (the "PBA"). The PBA issues a bond which is sold to a bank as a private placement. The proceeds would then be loaned to the city or county. Typically, the minimum size of these loans is \$1,000,000.

Basically any type of public works project is eligible for one or our programs. Usually the debt is tax-exempt; however, in some cases the debt would be taxable due to the nature of the facilities being financed. We and our bond and tax counsel work with each city and county to help obtain the lowest interest rate and cost of issuance based on the city or counties financing needs, whether it is tax-exempt or taxable debt.

Below is a summary of our loan programs.

VARIABLE RATE PROGRAM

The loan bears interest at a variable rate based on SIFMA, which is a weekly rate made up of the average of the five largest remarketing banks - SIFMA stands for Securities Industry and Financial Markets Association - this index was created in response to industry participants' demand for a short-term index which accurately reflected activity in the variable rate demand obligations market

The purchasing bank adds a spread to the SIFMA rate which is based on the city's or county's long term debt rating by Moody's or S&P - the administration fee will be 0.15% - the trustee charges a fee for its services - interest and fees are billed monthly

Loans can be amortized for up to 25 years

The spread is locked in for a period of five or seven years - the Bank at the end of the five or seven year period can adjust the spread based on current market conditions or opt to get out of the loan - they can either raise, lower, or leave the spread the same - if the city or county's debt rating changes during the life of the loan, the spread will be changed based upon a pricing schedule in the loan agreement to be effective on the next July 1st

The loan can be prepaid in whole upon 90 days notice with no prepayment penalty

Additional principal payments may be made during the term of the loan with no prepayment penalty

The variable rate loans are draw loans – the city or county only pays interest and fees on the funds as they are drawn – the city or county will send in a request for a draw to the trustee by the 25th of each month and the funds will be wired to the city or county on the first business day of each month – the city or county will have 3 years to draw on the loan (longer if the project is still ongoing) – the city or county will be responsible for any arbitrage rebate liability – however due to the structure of the loan there should not be any rebate liability

The total cost of issuance is 0.60% (\$6,000 per \$1,000,000) – this is an all-inclusive cost of issuance - there are no additional closing costs - the cost of issuance will be paid from the loan proceeds at the time of closing

The monthly invoice is generated by the trustee around the first of the month - the invoice includes the actual SIFMA rates based on the average of the weekly SIFMA rates for the preceding month plus the bank spread, the administration fee of 0.15%, and the trustee fee - the payment is due to the trustee by the 10th of the month - principal is payable annually in May

The loan is a general obligation debt of the city or county – however, the loan can be additionally payable from the revenues of a utility system or other revenues sources, if applicable

FIXED RATE PROGRAM

The fixed rate can be locked in for a term of either 5 or 7 years – in some cases the rate can be locked in even longer - six months prior to the end of each rate adjustment period, the bank can adjust the rate based on current market conditions – the bank can either raise, lower, or leave the rate the same - the final rate is locked in at the time of the adoption of the resolution or just prior to that time and is good for thirty days

Loans can be amortized for up to 25 years

The loan cannot be prepaid in full except on the rate adjustment dates - additional principal payments may be made during the term of the loan with no prepayment penalty subject to certain restrictions

The loan is a general obligation debt of the city or county - however, the loan can be additionally payable from the revenues of a utility system or other revenues sources, if applicable

The total cost of issuance is 0.60% (\$6,000 per \$1,000,000) – this is an all-inclusive cost of issuance - there are no additional fees or expenses associated with the loan such as registration agent/paying agent fees - the cost of issuance will be paid from the loan proceeds at the time of closing

The fixed rate loan can be structured as a draw loan – the city or county can draw on the loan for a three year period – the city or county will only pay interest and fees on the funds as they are drawn – the city or county will send in a request for a draw to the bank by the 25th of each month and the funds will be wired by the bank to the city or county on the first business day of each month – the city or county will be responsible for any arbitrage rebate liability – however due to the structure of the loan there should not be any rebate liability

However, if the city or county prefers, at the time of the closing of the loan, the city or county can receive the entire loan proceeds, less the cost of issuance amount – the city or county will then be able invest the proceeds and will be responsible for any arbitrage rebate liability associated with the loan – the city or county will have three years to spend the loan proceeds – the city or county will pay interest on the entire amount from the time of closing

Principal will be payable annually with interest being payable semiannually – the payment dates can be determined at the time of the closing of the loan

Loan Process:

Typically, either type loan would require the adoption of an initial resolution and loan resolution at either a regular or special meeting of the governing body of the city or county (with the exception of loans for purely school purposes), after publication of a notice of such meeting. We furnish the resolutions and assist in obtaining all necessary approvals, including state and bank approvals. The loan requires the completion of a loan application and credit approval by the bank.

ALTERNATIVE LOAN PROGRAM

A city or county can issue a fixed rate general obligation or a revenue and tax capital outlay note for a term of up to 12 years under state statutes – the maximum amount of capital outlay note which may be sold by the informal bid process is \$2,000,000 – a city or county can also issue grant anticipation notes, tax and revenue anticipation notes, or bond anticipation notes in accordance with applicable state statutes

The fixed rate on the note issue will be locked in for the entire term of the note issue

The note cannot be prepaid prior to maturity – however, additional principal payments may be made during the term of the note with no prepayment penalty

The note issue will be a general obligation debt of the city or county and additionally payable from the revenues of a utility system or other revenues sources, if applicable

The rate on the note issue is based on the note being bank-qualified under Section 265(b)(3) of the Internal Revenue Code – this means that the city or county cannot issue more than \$10,000,000 in tax-exempt debt during the calendar year – the rate is also based on whether the note is tax-exempt or taxable – however, the note can be issued as non bank-qualified or taxable at a slightly higher rate of interest

The total cost of issuance ranges from \$500 up to \$2,000 depending on the size of the note issue – this is for bond and tax counsel - this cost may be paid from the note proceeds

At the time of the closing of the note issue the city or county will receive the entire proceeds – the city or county will then be able invest the proceeds and will be responsible for any arbitrage rebate liability associated with the note issue – the city or county will have three years to spend the note proceeds – the city or county will pay interest on the entire amount from the time of closing

Principal will be payable annually with interest being payable semiannually – the payment dates can be determined at the time of the closing of the note issue

Note Issuance Process:

The note issue would require the adoption of a note resolution at either a regular or special meeting of the governing body of the city or county, after publication of a notice of such meeting. We furnish the resolution and assist in obtaining all necessary approvals, including state and bank approvals. The loan requires the completion of a loan application and credit approval by the bank.

TMBF has an experienced staff with many years of service to cities and counties. We provide cities and counties objective and unbiased responses to financing inquiries within applicable state statutes and the various TMBF loan programs. Should a city or county decide to proceed with a loan through one of our programs, a team of professionals will furnish all necessary documents and assist in obtaining all necessary approvals. Our process is usually much simpler and less time consuming than other traditional financing sources. By working with your own organization, you are assured of a level of commitment and expertise unmatched by the private sector.





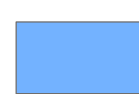



FOR ADDITIONAL INFORMATION PLEASE CONTACT:

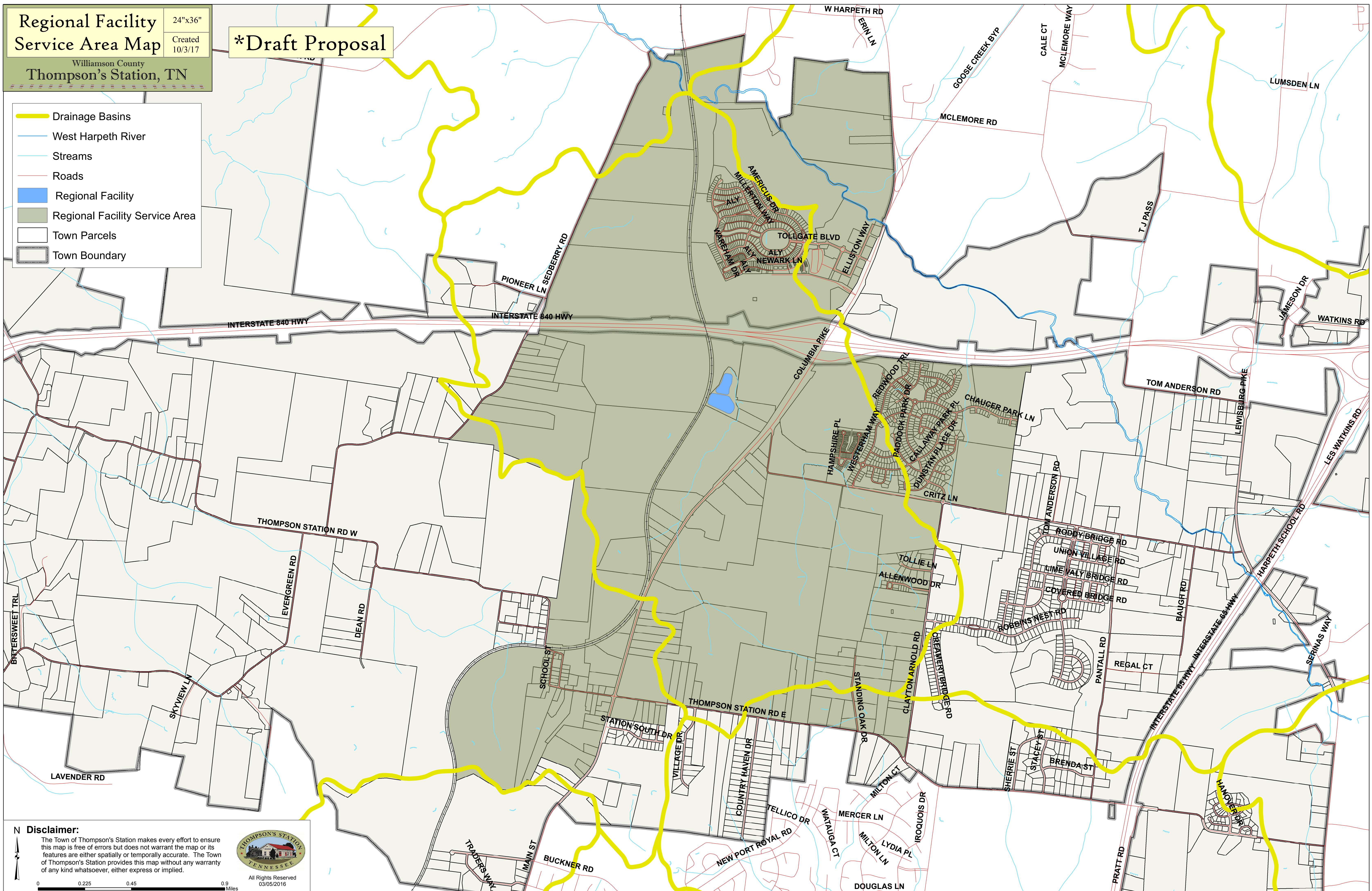
**TENNESSEE MUNICIPAL BOND FUND
226 CAPITOL BOULEVARD, SUITE 502
NASHVILLE, TENNESSEE 37219
PHONE: 615-255-1561**

**CHARLES G. "BONES" SEIVERS, PRESIDENT/CEO
WADE MORRELL, EXECUTIVE VP AND CFO
LINDA MOONINGHAM, DIRECTOR OF MARKETING/
LEGAL COORDINATOR
TOMMY GREEN, MARKETING REPRESENTATIVE
STEVE QUEENER, MARKETING REPRESENTATIVE
KEVIN KRUSHENSKI, MARKETING CONSULTANT**

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***Draft Proposal**

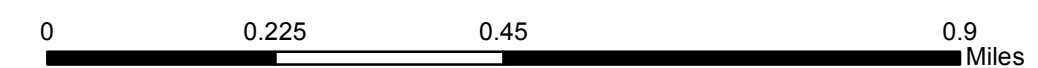
-  Drainage Basins
-  West Harpeth River
-  Streams
-  Roads
-  Regional Facility
-  Regional Facility Service Area
-  Town Parcels
-  Town Boundary



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



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 03/05/2016



ORDINANCE NO. 2017-012

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 60 ACRES SOUTHWEST OF TOM ANDERSON ROAD (PORTION OF COUNTY TAX MAP 132 PARCEL 006.09) FROM D1 (LOW INTENSITY RESIDENTIAL) TO D3 (HIGH INTENSITY RESIDENTIAL) AND TO REZONE THE REMAINING 106 ACRES FROM D1 TO THE T1 ZONE.

WHEREAS, the property owner has requested that 60 acres of a 166-acre tract of land located southwest of Tom Anderson Road be rezoned from D1 (Low Intensity Residential) to D3 (High Intensity Residential); and

WHEREAS, the Town Planning Commission has reviewed the request to rezone the above described 60 acres from D1 to D3, leaving the remaining 106 acres undeveloped and to be rezoned T1, and based on the project's consistency with the Town's General Plan, its goals and policies, has recommended this amendment to the Town's Zoning Map;

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station has determined that the proposed amendment to the Zoning Map 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 60 acres of land located at Tom Anderson Road from D1 (Low Intensity Residential) to D3 (High Intensity Residential) and the remaining 106 acres to T1 as specifically shown on the map attached hereto and incorporated herein by reference 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. This ordinance repeals all prior conflicting ordinances.

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading:

Passed Second Reading: _____

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

Recommended for approval by the Planning Commission on the 26th day of September, 2017.

APPROVED AS TO FORM AND LEGALITY:

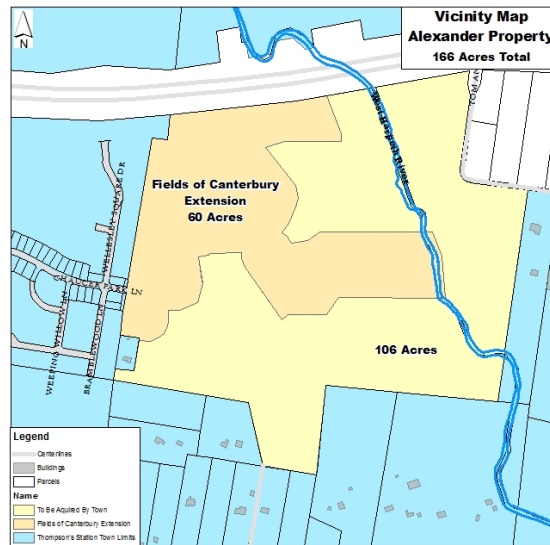
Todd Moore, Town Attorney

**Thompson's Station Board of Mayor and Aldermen
October 10, 2017**

Rezone to amend the Town's zoning map from D1 to D3 for 60 acres located southwest of Tom Anderson Road (portion of Map 132, Parcel 006.09), adjacent to The Fields of Canterbury subdivision.

PROJECT DESCRIPTION

A request from Encompass Land Group, LLC was submitted to amend the Town's Zoning Map from D1 zoning to D3 zoning for 60 acres located on Tom Anderson Road, adjacent to The Fields of Canterbury.



BACKGROUND

On September 26, 2017, the Planning Commission reviewed the request for the rezoning and made the recommendation that based on the findings of consistency with the Town's General Plan and that the proposed amendment will not have a deleterious effect on the community, the Planning Commission recommends to the Board of Mayor and Aldermen the request to rezone 60 acres from the D1 zone to the D3 zone. The Planning Commission, after further discussion recommends that the remaining 106 acres be rezoned from the D1 zone to the T1 zoning district.

REZONE PROCESS

Amendments to the ordinance or the zoning map are considered on a case by case basis upon request or petition to the Planning Commission. Proposed map amendments, as in this case, must be "predicated by a finding that the proposed amendment is consistent with the intent of the Town's General Plan and the proposed amendment will not have a deleterious effect on surrounding properties or the Town as a whole" (LDO 5.3.3).

"No change or departure from the text or maps of this ordinance shall be made, unless the amendment be first submitted to the Planning Commission for review and recommendation. The Town Administrator shall ensure no amendment proposal takes longer than forty (40) days between the time it is submitted to the Town and the time it is reviewed by the Planning Commission. After Planning Commission review and regardless of recommendation (approve, disapprove, or no recommendation), the Town Administrator shall ensure the first public hearing of the amendment proposal takes place during the next Town Board of Mayor and Aldermen meeting" (LDO 5.3.1).

ZONING MAP AMENDMENT

The request is to rezone 60 acres of a 166-acre tract of land located on Tom Anderson Road (Map 132 Parcel 006.09) from D1 – Low Intensity zoning to D3 – High Intensity zoning. The project site is located with access from Tom Anderson Road and is bounded to the north by State Route 840, to the east and south by D1 zoning and to the west by D3 zoning (existing neighborhood). The D1 zone is “intended for low density residential development,” which consists of “single-family detached dwellings and their accessory structures” (LDO 1.2.7) with a density of one unit per acre, minimum lot widths of 85 feet. The D3 zone is “intended for higher density residential development where urban services and facilities, including public sewer, are provided or where the extension of such services and facilities will be available prior to development” (LDO 1.2.7). The zone permits a density of three units per acre with minimum lot widths of 50 feet for single-family and 20 feet for townhomes.

The land immediately west lies within the D3 zone is developed as The Fields of Canterbury neighborhood. The intent of the rezone is to permit a density and development standards that are consistent with the neighborhood thereby allowing two additional phases to be constructed. The proposed rezoning of this land to D3 would be consistent with the existing zoning within this neighborhood. Any development will be required to comply with the requirements set forth with the Town’s Land Development Ordinance and is not anticipated to have a negative impact on the surrounding community.

Residential subdivisions as proposed within the D3 zone would permit single family, duplex and townhome housing which is consistent with Land Use Element Goal 2, Policy 2.2 of the Town’s General Plan which states to “provide opportunities for a mix of housing” and Housing Element Goal 1 to “provide opportunities for a range of housing units that meet a wide variety of income levels.”

DRAFT CONCEPT PLAN

A draft of the concept plan was submitted for review. The plan illustrates a mix of single-family and townhome options as two new phases to The Fields of Canterbury neighborhood. Access will be extended to this site by Chaucer Park Lane and Sassafras Lane. In addition, 27 acres or 45% of the project area will be platted as open space. The formal concept plan will be reviewed along with any necessary technical studies prior to preliminary plat and the development will be subject to the applicable development standards within the LDO.

RECOMMENDATION

Based on the findings of consistency with the Town’s General Plan and that the proposed amendment to the zoning will not have a deleterious effect on the community, the Planning Commission recommends that the Board of Mayor and Aldermen pass Ordinance 2017-012 to amend the zoning map to rezone 60 acres of land (portion of Map 132, Parcel 006.09) from the D1 zone to the D3 zone. The Planning Commission also recommends that the remaining 106 acres be rezoned from D1 to the T1 zoning district.

ATTACHMENTS

Ordinance 2017-012

Exhibit A – Zoning Map

Exhibit B – Draft Concept Plan

Rezone 2017-004

Exhibit A

Ord 2017-012

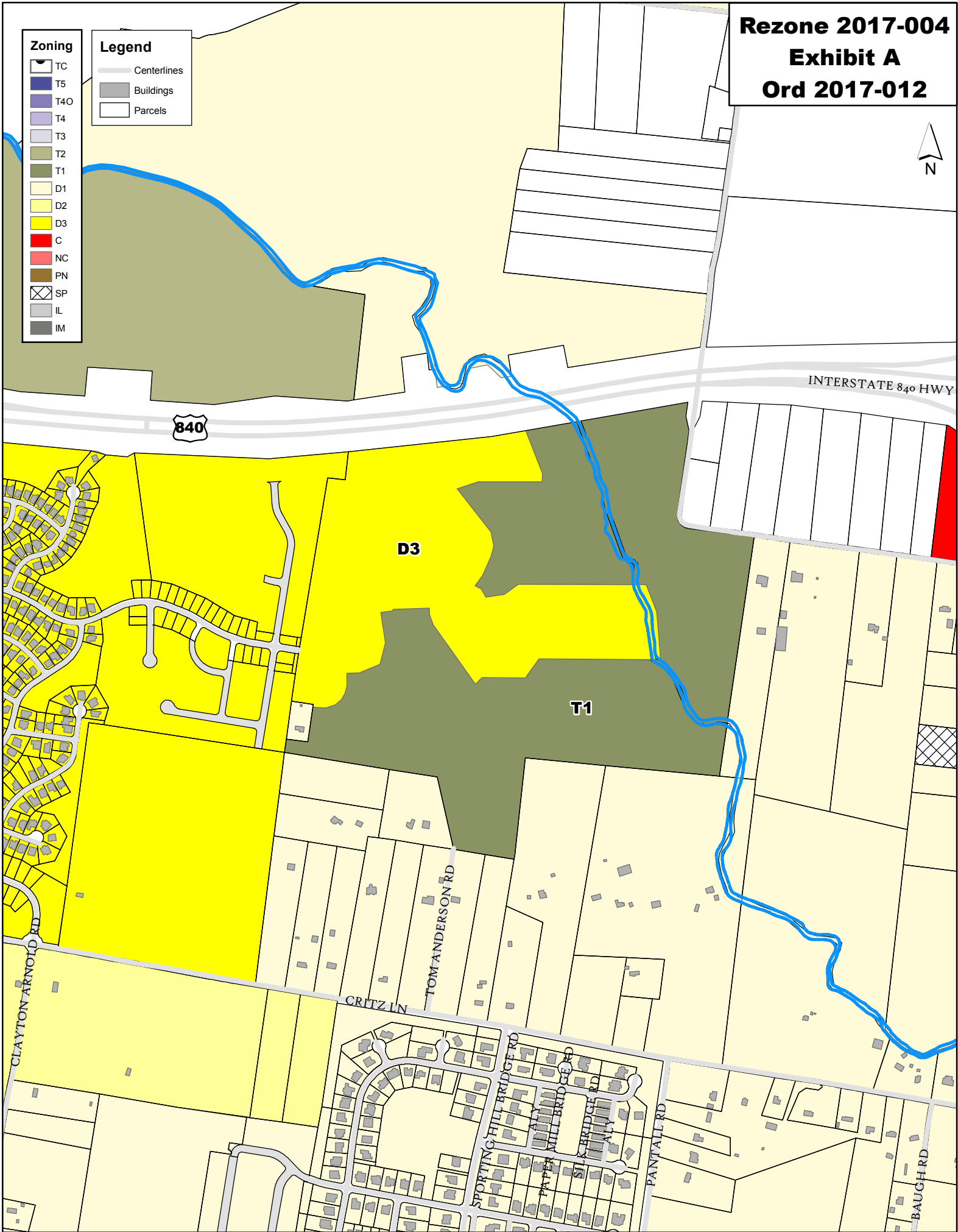


Zoning

- TC
- T5
- T4O
- T4
- T3
- T2
- T1
- D1
- D2
- D3
- C
- NC
- PN
- SP
- IL
- IM

Legend

- Centerlines
- Buildings
- Parcels





SITE DEVELOPMENT NOTES

- Stormwater management facilities will be located as shown on the plan adjacent to the westerly margin of the West Harpeth River. A detailed hydrologic analysis will be prepared during the design phase of the project to determine if stormwater detention measures are warranted for the project. Water quality measures will be implemented as per standard best management practices. An estimate of the total impervious area for the site is 22.5 acres. This area was determined by taking the proposed 30 acres occupied by proposed roadways and lots/townhomes and applying a runoff coefficient of 0.75.
- Water service to the project will be provided by the HB&TS Utility District via an extension of the existing 8" lines in Canterbury Sections 11 and 12C. Existing water system volumes and pressures are adequate to serve the proposed 150 dwelling units. Sanitary sewer service to the project will be provided by the Town of Thompson's Station via a new pumping station located at the northeast corner of the site. A detailed hydraulic analysis of the existing sewer system will be prepared during the design phase of the project to determine the routing and discharge point of the new force main resulting in the least overall impact to the project.
- Technical studies addressing endangered species, natural and cultural resources, traffic impacts and geotechnical conditions will be prepared as applicable pending evaluation of the zoning request and concept plan by Thompson's Station.
- A proposed phasing plan has been shown based upon the most logical sequence of construction for the project.

	EXISTING CANTERBURY	PROPOSED EAST SIDE
OPEN SPACE:	85.76 ACRES (31.7%)	27.0 ACRES (45.0%)
DWELLING UNITS:	816 UNITS 612 SINGLE FAMILY 204 TOWNHOMES	164 UNITS 79 SINGLE FAMILY 85 TOWNHOMES
SITE AREA:	270.5 ACRES	60.0 ACRES
DWELLING UNITS PER ACRE:	3.0 D.U./ACRE	2.7 D.U./ACRE

ORDINANCE NO. 2017-013

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 140.1 ACRES LOCATED AT 1824 SEDBERRY ROAD (PORTION OF COUNTY TAX MAP 131 PARCEL 007.01) FROM D1 (LOW INTENSITY RESIDENTIAL) TO D2 (MEDIUM INTENSITY RESIDENTIAL) AND TO REZONE 65.12 ACRES (PORTION OF COUNTY TAX MAP 131 PARCEL 007) FROM D1 TO T1.

WHEREAS, the property owner has requested that 140.1 acres of the property located at 1824 Sedberry Road be rezoned from D1 (Low Intensity Residential) to D2 (Medium Intensity Residential); and

WHEREAS, the Town Planning Commission, based on the project's consistency with the Town's General Plan, and its goals and policies to provide a range of housing options and determination that the rezone will not have a deleterious effect on the community, recommended this amendment to the Town's Zoning Map; and

WHEREAS, the Town's Planning Commission has determined that to preserve the rural characteristics of the area, the 65.12 areas of land designated as drip area on the southern parcel (Tax Map 131, parcel 007) shall be rezoned to T1 zoning in order to preserve this area from development; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station has determined that the proposed amendment to the Zoning Map as recommended by the Planning Commission is consistent with the General Plan (and does not require a General Plan review), 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 140.1 acres of land located at 1824 Sedberry Road from D1 (Low Intensity Residential) to D2 (Medium Intensity Residential) and 65.12 acres of land located along Sedberry Road, south of State Route 840, shall be rezoned from D1 to T1 as specifically shown on the map attached hereto and incorporated herein by reference 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. This ordinance repeals all prior conflicting ordinances.

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading:

Passed Second Reading: _____

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

Recommended for approval by the Planning Commission on the 26th day of September, 2017.

APPROVED AS TO FORM AND LEGALITY:

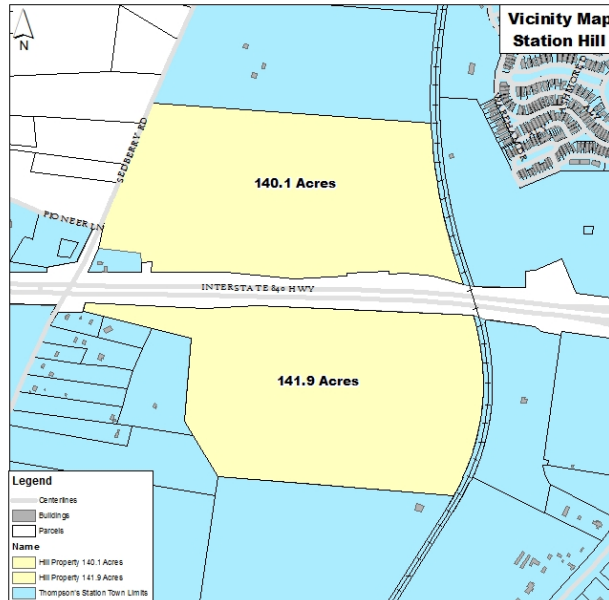
Todd Moore, Town Attorney

**Thompson's Station Board of Mayor and Aldermen
October 10, 2017**

Rezone to amend the Town's zoning map from D1 to D2 for 140.1 acres located 1824 Sedberry Road (portion of Map 131, Parcel 007.01).

PROJECT DESCRIPTION

A request from Encompass Land Group, LLC was submitted to amend the Town's Zoning Map from D1 zoning to D2 zoning for 140.1 acres located at 1824 Sedberry Road.



BACKGROUND

On September 26, 2017, the Planning Commission reviewed the request for the rezoning and made the recommendation that based on the findings of consistency with the Town's General Plan and that the proposed amendment will not have a deleterious effect on the community, the Planning Commission recommends to the Board of Mayor and Aldermen to rezone 140.1 acres from the D1 zone to the D2 zone. The Planning Commission, after further consideration, recommends that the areas designated as drip fields be rezoned to the T1 zoning district to protect the rural character.

REZONE

Amendments to the ordinance or the zoning map are considered on a case by case basis upon request or petition to the Planning Commission. Proposed map amendments, as in this case, must be "predicated by a finding that the proposed amendment is consistent with the intent of the Town's General Plan and the proposed amendment will not have a deleterious effect on surrounding properties or the Town as a whole" (LDO 5.3.3).

"No change or departure from the text or maps of this ordinance shall be made, unless the amendment be first submitted to the Planning Commission for review and recommendation. The Town Administrator shall ensure no amendment proposal takes longer than forty (40) days between the time it is submitted to the Town and the time it is reviewed by the Planning Commission. After Planning Commission review and regardless of recommendation (approve, disapprove, or no recommendation), the Town Administrator shall ensure the first public hearing of the amendment proposal takes place during the next Town Board of Mayor and Aldermen meeting" (LDO 5.3.1).

ZONING MAP AMENDMENT

The overall project site is approximately 282 acres, which was split by the construction of State Route 840 to create two parcels (Map 131, Parcel 007 and 007.01). The applicant is requesting to rezone the 140.1 acres (portion of Map 131, Parcel 007.01) on the north side of State Route 840 currently zoned D1 – Low Intensity to D2 – Medium Intensity. The land to be rezoned is bounded by D1 to the north, CSX to the east, State Route 840 to the south and T2 and Williamson County to the west (across Sedberry). The D1 zone is “intended for low density residential development” which permits “single-family detached dwellings and their accessory structures” (LDO 1.2.7) at a density of one unit per acre, minimum lot widths of 85 feet. The D2 zone is “intended for low density residential development where urban service and facilities, including public sewer, are provided or where the extension of such services and facilities will be physically and economically facilitated” (LDO 1.2.7). The D2 zone permits a density of one and a half units per acre with minimum lot widths of 65 feet. Development of the land will comply with the standards set forth within the Town’s Land Development Ordinance which include 45% of the land to be platted as open space. Therefore, compliance with the regulations will work to ensure that any future development will not have a harmful impact on the community.

The D2 zone would permit another housing product and lot size on the west side of town which is consistent with Land Use Element Goal 2, Policy 2.2 of the Town’s General Plan which states to “provide opportunities for a mix of housing” and Housing Element Goal 1 to “provide opportunities for a range of housing units that meet a wide variety of income levels.” The west side of town is predominantly developed with agricultural uses and single-family housing on larger lots. This zone would permit single-family or duplexes with smaller lot sizes to meet a different range of needs on the west side of town. Therefore, Staff finds that rezoning the land to D2 is consistent with General Plan goals and policies related to land use and housing.

DRAFT CONCEPT PLAN

A draft of the concept plan was submitted for review. The concept plan shows all development of the proposed neighborhood on the north side of State Route 840. The plan illustrates 285 single-family units, access from Sedberry Road and amenities throughout the site with the preservation of the south side of State Route 840. The formal concept plan will be reviewed along with any necessary technical studies prior to preliminary plat and the development will be subject to the applicable development standards within the LDO.

RECOMMENDATION

Based on the findings of consistency with the Town’s General Plan and that the proposed amendment will not have a deleterious effect on the community, the Planning Commission recommends that the Board of Mayor and Aldermen pass Ordinance 2017-013 to amend the zoning map to rezone 140.1 acres (Map 131, Parcel 007.01) from the D1 zone to the D2 zone. The Planning Commission also recommends that the 65.12 acres of land set aside for drip fields be rezoned to the T1 zone in order to permanently preserve the land.

ATTACHMENTS


















Ordinance 2017-013

Exhibit A – Zoning map




Exhibit B – Draft Concept Plan

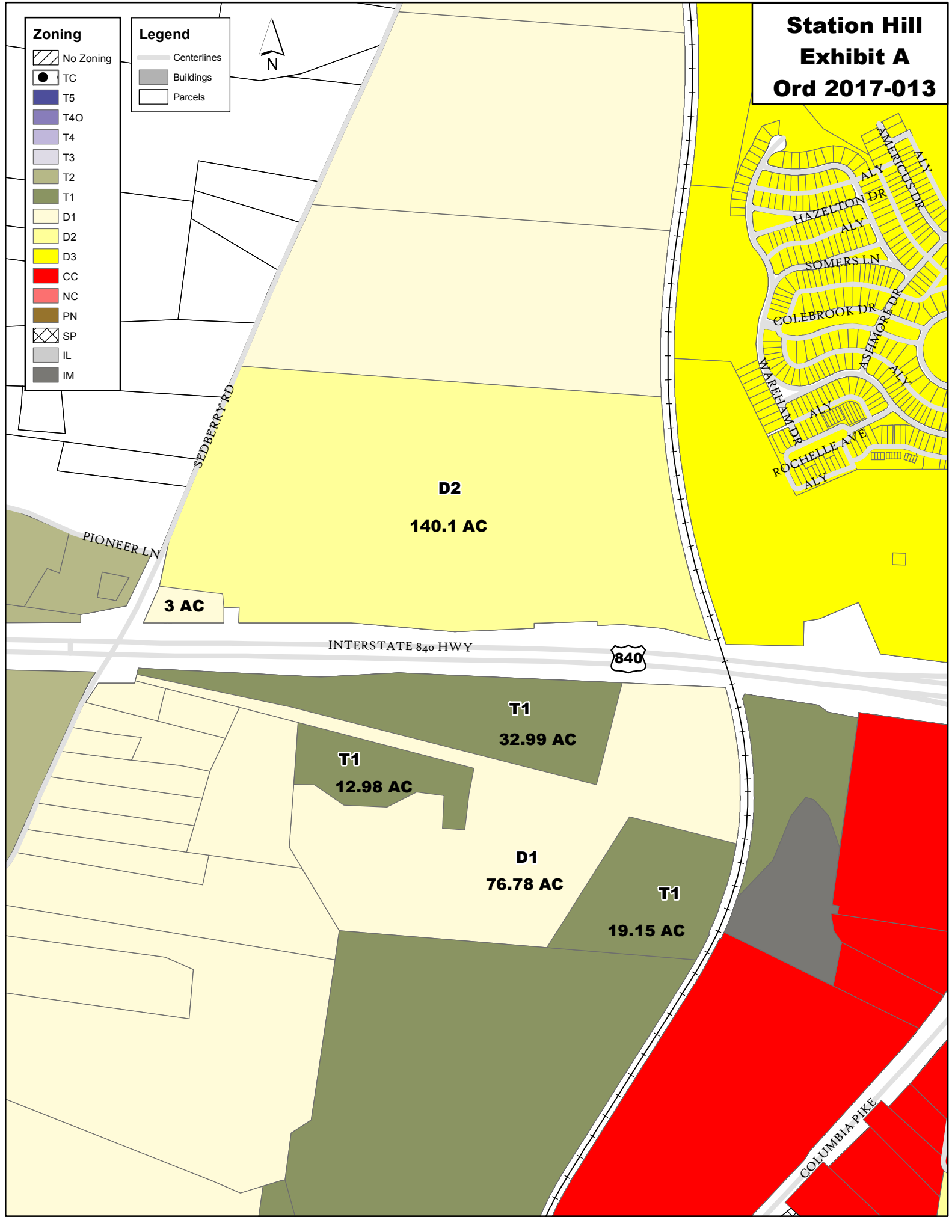
Station Hill Exhibit A Ord 2017-013

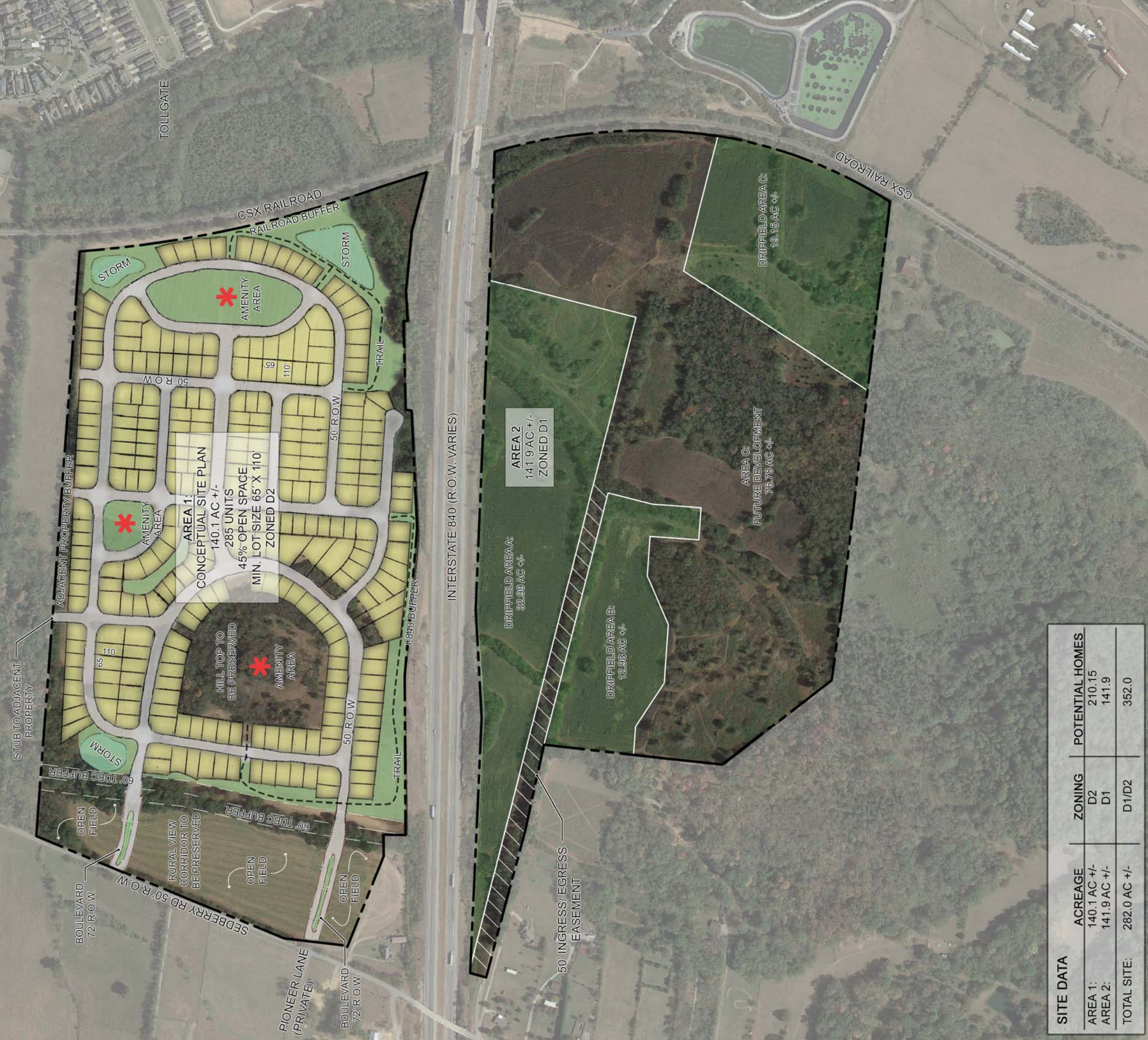
Zoning

-  No Zoning
-  TC
-  T5
-  T40
-  T4
-  T3
-  T2
-  T1
-  D1
-  D2
-  D3
-  CC
-  NC
-  PN
-  SP
-  IL
-  IM

Legend

-  Centerlines
-  Buildings
-  Parcels





**AREA 1:
CONCEPTUAL SITE PLAN**
140.1 AC +/-
285 UNITS
45% OPEN SPACE
MIN. LOT SIZE 65' X 110'
ZONED D2

AREA 2
141.9 AC +/-
ZONED D1

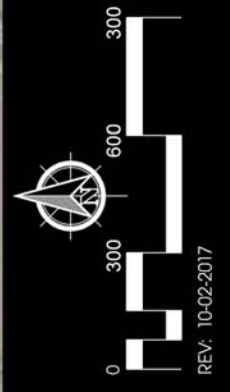
**AREA C:
FUTURE DEVELOPMENT**
76.78 AC +/-

SITE DATA	ACREAGE	ZONING	POTENTIAL HOMES
AREA 1:	140.1 AC +/-	D2	210-15
AREA 2:	141.9 AC +/-	D1	141.9
TOTAL SITE:	282.0 AC +/-	D1/D2	352.0

RAGAN•SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
315 WOODLAND ST. P.O. BOX 60070
NASHVILLE, TN 37206 PH (615) 244-8591
FAX (615) 244-8739 WWW.RAGANSMITH.COM

Station Hill

Conceptual Site Plan



REV: 10-02-2017

JOB NO: 17-130 / 0960

Thompson's Station Board of Mayor and Aldermen
Staff Report Land Development Ordinance Amendments
(File: Zone Amend 2017-007)
October 10, 2017

PROJECT DESCRIPTION

Amendments of the Land Development Ordinance.

BACKGROUND

On September 26, 2017, the Planning Commission reviewed the proposed amendments and after discussion recommended the amendments to the Board of Mayor and Aldermen.

PROPOSED REVISIONS

Section 1.2.7 Use districts (page 4). The D3 use table was recently modified to remove the allowance for multi-family units, therefore, the use district definition requires an amendment as follows:

iii. The D3 High Intensity Residential (D3) zoning district is intended for higher, density residential development where urban services and facilities, including public sewer, are provided or where the extension of such services and facilities will be available prior to development. ~~This district may permit for the development of multi-family units.~~

Table 2.2 Community Types Criteria (page 25). Villages are permitted in the G1 and G2 growth sectors and residential subdivisions are permitted within the O2, G1 and G2 growth sectors. However, the table that accompanies the community types specifies that these communities must be located “within ½ mile of junctions between principal arterials.” There are two arterials within Town limits: Columbia Pike and Lewisburg Pike. Therefore, the development of villages and residential subdivisions may not be permitted in many areas with appropriate zoning. Therefore, after evaluating the transportation adjacency section in the code, Staff recommends to replace the language within the column for transportation adjacency for village and residential subdivision with the following:

Table 2.2 (Transportation Adjacency Column)

Village - should be located along a principal arterial and within 2 miles of junctions between a principal arterial or freeway.

Residential Subdivision – should be within ½ mile of a collector road, arterial or freeway.

Table 2.3 Community Types, Areas and Civic Space (page 25). Residential subdivisions require 45% minimum within the T1 or T2 zone. The intent of this requirement was to ensure that open space would be platted within traditional residential neighborhoods. Therefore, to clarify the requirement, Staff recommends the inclusion of a note under the table which will state the following:

(4) Residential subdivisions shall have 45% of the land permanently preserved and platted as open space. A zone change to T1 is not required for the platting of the open space.

Table 4.3 Transect Zone Non-Residential Uses (page 77). The T1 zone does not currently permit playgrounds or community gardens as accessory uses within parkland and open space. The T1 zone is appropriate for parkland and the accessory uses that may occur in parkland such as playgrounds and community gardens, therefore Staff recommends allowing playgrounds and community gardens within the T1 zone.

RECOMMENDATION

The Planning Commission recommends that the Board of Mayor and Aldermen pass on first reading the adoption of Ordinance 2017-014 amending the Land Development Ordinance and set a public hearing and second reading for November 14, 2017.

ATTACHMENTS

Ordinance 2017-014

ORDINANCE NO. 2017-014

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE LAND DEVELOPMENT ORDINANCE REGARDING THE D3 ZONE USE TABLE, CRITERIA FOR VILLAGES AND RESIDENTIAL SUBDIVISIONS AND PERMITTED USES WITHIN T1 ZONES

WHEREAS, Town Staff is recommending several changes to the text of the Town's Land Development Ordinance ("LDO"); and

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

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

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

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

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

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

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

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

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

Recommended for approval by the Planning Commission on the 26th day of September, 2016.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT "A"

That **Section 1.2.7 Use Districts** (p. 4) be amended by deleting the last sentence of subsection iii to read as follows:

The D3 High Intensity Residential (D3) zoning district is intended for higher, density residential development where urban services and facilities, including public sewer, are provided or where the extension of such services and facilities will be available prior to development.

That **Table 2.2 Community Types, Criteria** (p. 25) be amended as follows:

For Villages, under the "Transportation Adjacency" column the current language should be deleted in its entirety and replaced with "Should be located along a principal arterial and within 2 miles of junctions between a principal arterial or freeway."

For Residential Subdivisions, under the "Transportation Adjacency" column the current language should be deleted in its entirety and replaced with "Should be located within ½ mile of a collector road, arterial or freeway."

That **Table 2.3 Community Types, Areas and Civic Spaces** (p. 25) be amended by adding the following note under the table:

(4) Residential subdivisions shall have 45% of the land permanently preserved and platted as open space. A zone change to T1 is not required for the platting of the open space.

That **Table 4.3 Transect Zone, Non-Residential Uses** (p. 77) be amended so that Playground and Community Garden uses, under the T1 column, they shall permitted ("P").

RESOLUTION NO. 2017-21

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CONTRACT TO PURCHASE REAL PROPERTY FROM FERRARI
PARTNERS, LP FOR THE REALIGNMENT OF CRITZ LANE**

WHEREAS, the Board of Mayor and Aldermen previously approved the acquisition of land necessary to realign Critz Lane; and

WHEREAS, Ferrari Partners, LP ("Ferrari") wishes to sell and the Town wishes to purchase real property from Ferrari according to certain terms and conditions; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a contract for the purchase of this real property.

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

That the Agreement for Purchase and Sale between the Town and Ferrari Partners, LP for the Town to purchase land consisting of approximately 2.16 acres for \$455,000.00 is hereby approved and the Mayor is authorized to sign this contract on behalf of the Town. A copy of the contract is attached hereto as Exhibit "A" and incorporated herein by reference.

RESOLVED AND ADOPTED this ____ day of October 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

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



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

MEMO

DATE: October 4, 2017
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Ferrari Purchase Agreement

In November of last year the BOMA approved the acquisition of ROW for the Critz Lane Realignment project. During this time the Town has been working with the Ferrari family for the necessary ROW and had agreed to purchase said ROW for \$400,000 as supported by the Town's appraisal of the area.

Staff has also been working with the Gary family on the southside of Critz Lane. Access to their property is being impacted by the realignment and a small amount of ROW that is needed to achieve proper grading on the southside of the new roadway. The Town was working to acquire access easements for the Gary's in order to extend their two existing driveways through a small remainder parcel left over from the Ferrari ROW acquisition (see attached design document).

The Gary's had concerns about their main access being through a privately-owned parcel without assurance that the access would not be relocated in the future. The Ferrari's were concerned that by granting the easements the property would lose all future value. After several conversations regarding these access points, it is clear that the best solution is for the Town to purchase the small remainder which will eliminate any confusion/concerns on potential future use of the parcel.

The Town was already compensating the Ferrari family for 70% of the value for this parcel as damages in the original \$400,000 purchase. The remaining value is an additional \$55,000. The attached purchase contract will increase the overall purchase price from the Ferrari's to \$455,000 and will increase the land purchased from 1.23 acres to 2.16.

Our budget for the realignment will remain at a total of \$1,400,000 at this time.

BOMA Action:
Staff recommends approval of Resolution 2017-21 as presented.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT FOR THE PURCHASE OF REAL PROPERTY is made as of the date specified below by and between the **FERRARI PARTNERS, L.P.**, a Georgia limited partnership (hereinafter referred to as “Seller”) and the **TOWN OF THOMPSON’S STATION, TENNESSEE**, a municipal corporation, (hereinafter referred to as “Buyer”).

WHEREAS, Seller has agreed to sell and Buyer has agreed to purchase the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase from Seller (a) in fee simple for the purpose of acquiring additional right of way for, and widening of, Critz Lane, and (b) a Temporary Construction Easement, all as more particularly shown and described in Collective Exhibit “A” attached hereto and hereby incorporated by reference herein, together with all improvements located thereon and all rights, hereditaments and appurtenances thereto belonging (collectively, the “Property”), all in accordance with the schedule and subject to the conditions set forth below.

It is the intent of the Buyer to allow HB&TS Utility District to construct a new waterline within the acquired right of way. In addition, the Buyer will work with the Seller to ensure that the final grading of the property is adequate to allow for continued agricultural use of the remaining property. The bank on the north side of Critz Lane will be cut down and graded so that the completed Critz Lane and the adjoining property of Seller will be at the same level grade. Seller will be granted at least two curb cuts for access to Critz Lane from its remaining property.

2. Purchase Price. The purchase price of the entire Property (the “Purchase Price”) shall be Four Hundred Fifty-Five Thousand Dollars (\$455,000.00), payable in immediately available United States funds by Federal Reserve wire at Closing. As additional consideration, the Town agrees that in the event the Seller proposes to develop its remaining property adjacent to and north of Critz Lane, that for the purposes of that development, the Seller shall be given credit for the approximately 0.93 acres located on the south side Critz Lane that is being conveyed to the Town as if the Seller had dedicated that land as open space. Nothing herein shall be construed to place any conditions or restrictions on the use of the property by the Town.

3. Earnest Money. Seller acknowledges the deposit by Buyer with Seller of the sum of Five Thousand Dollars (\$5,000.00) (the “Earnest Money”). Said deposit shall be held in accordance with the provisions of this Agreement, and shall be applied to the Purchase Price to be paid at the Closing as defined herein below. In the event Buyer elects to terminate this Agreement in accordance with applicable provisions, Seller hereby agrees and affirms that Buyer shall be refunded all the Earnest Money less One Hundred and no/100 Dollars (\$100.00), and Seller shall have no claim or recourse

against Buyer due to Buyer's termination of this Agreement pursuant to the terms of this Agreement all as more particularly set forth below.

4. Time Period of Offer. Seller has ten (10) business days from the date of Buyer's signature to return a signed copy of this Agreement to make this offer effective (the date of said delivery of a signed Agreement being referred to as the "Effective Date"), after which date this offer is automatically withdrawn by Buyer. Upon the Effective Date, this Agreement shall be deemed the effective agreement between the parties for the purchase and sale of the Property.

5. Inspection Period.

a. **Term.** Buyer and/or his agents shall have access to the Property for inspection and due diligence during the period commencing with the Effective Date and ending at 5:00 p.m. CDT, ten (10) days thereafter (the "Inspection Period").

b. **Earnest Money.** Buyer may terminate this Agreement at any time for any reason in the exercise of its sole and unrestricted judgment during the Inspection Period by delivery of written notice of termination to Seller and Escrow Agent on or before expiration of the Inspection Period. In the event Buyer elects to terminate this Agreement during the Inspection Period, Seller hereby agrees and affirms that Buyer shall be refunded all the Earnest Money and all interest earned thereon less One Hundred and no/100 Dollars (\$100.00), and Seller shall have no claim or recourse against Buyer due to Buyer's termination of this Agreement. Said One Hundred and no/100 Dollars (\$100.00) sum shall be retained by Seller as consideration for Seller's covenants and agreements herein. In the event Buyer does not so terminate this Agreement in writing on or before the expiration of the Inspection Period, the Earnest Money shall become non-refundable except upon the failure of a closing due to the default of Seller.

c. **Entry and Inspection.** Buyer and Buyer's agents, employees and independent contractors shall have the right and privilege to enter upon the Property to survey and inspect the Property and to conduct soil borings, toxic waste studies and other geological, archaeological surveys, wetland surveys, engineering or landscaping tests or studies and such other tests or studies as Buyer shall deem appropriate, all at Buyer's sole cost and expense. Buyer hereby covenants and agrees to indemnify and hold Seller harmless from any and all loss, liability, cost, claim, demand, damage, action, cause of action and suit arising out of or in any manner related to the exercise by Buyer of Buyer's rights under this section, and such obligations of Buyer shall expressly survive Buyer's termination of this Agreement.

6. Closing

a. Contingences:

- i. Buyer's obligation to close on the Property is conditioned and contingent upon the following items:
 - (A) All of the representations of Seller contained in Section 9 hereof shall continue to be true and correct.
 - (B) Title to the Property shall be in compliance with Section 7 hereof.

- (C) The condition of the Property shall be in accordance with Section 11 hereof.
 - ii. Seller's obligation to close is conditioned and contingent upon the following items:
 - (A) All of the representations of Buyer contained in Section 10 hereof shall continue to be true and correct.
 - (B) Buyer has delivered good funds into escrow for the Purchase Price and all closing costs and expenses of Buyer.
 - b. **Closing Date.** The Closing shall occur on or before thirty (30) days following the expiration of the Inspection Period at Thompson's Station Town Hall or other such location as the Buyer and Seller may agree (the "Closing and the "Closing Date", respectively). At Closing, Seller shall execute and deliver a recordable special warranty deed sufficient to convey the Property to Buyer in fee simple, or easement, as appropriate, without any exceptions other than those expressly permitted by the Buyer pursuant to this Agreement (the "Permitted Exceptions").
 - c. **Prorations.** All real estate taxes, general and special, shall be prorated and adjusted as of 11:59 P.M. of the date immediately prior to Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation with such proration to be adjusted between the Parties based on the actual taxes for the year of Closing at such time such actual taxes are determined. Buyer is responsible for the payment of any Rollback taxes. If taxes for the current year and/or Rollback taxes are not payable at Closing, they will be held in escrow under an escrow agreement by the closing agent and paid by the closing agent when they become payable.
 - d. **Closing Costs.** Seller will pay its own legal fees. Buyer will pay for its own legal fees, preparation of the deed, the title search and insurance premiums for any owner's title insurance policy, recording costs, transfer taxes on the deed of conveyance and financing costs. Each Party shall bear its own costs (including attorney's fees) in connection with the negotiation of this Agreement, due diligence investigations, drafting of satisfactory documentation and conduct of the sales transaction.
7. **Title.** Buyer shall have the right to obtain during the Inspection Period, at its expense, an ALTA form commitment for title insurance from a reputable title insurance company of its choosing for title insurance in an amount not less than the Purchase Price. If the title insurance commitment discloses exceptions or defects in title which are not acceptable to Buyer for any reason, other than those matters which may, at Closing, be removed by payoff of a lien or deed of trust, Buyer may give written notice to Seller within five (5) days after receipt of the title insurance commitment of Buyer's objection to any such exceptions shown on the commitment. Seller shall then have ten (10) days from the date of its receipt of notice of Buyer's written objections in which to attempt to cure such objections and to furnish sufficient evidence to Buyer that said objections have been cured or removed, provided that Seller will have no obligation to cure or attempt to cure any objection. If said objections are not cured within said ten (10) day period as provided, Buyer may terminate this Agreement by giving notice to Seller within a further five (5) days, or, if Buyer does not elect to terminate, Buyer shall proceed to Closing. The matters shown on the title insurance commitment to

which no objection is made, or to which objection is made but Seller does not cure, are herein called the "Permitted Exceptions." In the event of termination by Buyer, Seller shall promptly refund to Buyer the Earnest Money less the \$100.00 consideration set forth above. Buyer shall pay the premium for the policy of title insurance. At Closing, Seller shall execute and deliver a good and sufficient special warranty deed, conveying to Buyer insurable title in fee simple, or easement, as appropriate, to the Property free and clear of all liens, mortgages, leases, tenants-at-will, encumbrances, charges, assessments and past due taxes, except for the Permitted Exceptions.

8. **Survey.** Buyer acknowledges and agrees that: (a) a primary purpose of a survey is to show the location of buildings, fences, driveways, and easements of record relative to each other and to the boundaries of the property and to the building setback lines, and this in turn should reveal any encroachment of improvements on property lines, building setback lines, or easements; (b) Buyer may choose to have Property surveyed by close of the Inspection Period and, if conducted, will promptly furnish Seller with a copy of the survey; and (c) Buyer may not become aware of certain information about the Property unless Buyer obtains and reviews a current survey of Property. Buyer may, at its own expense and during the Inspection Period, obtain a survey by a state licensed Surveyor, which survey is to show the location of all easements, property lines, building setback lines, fences and improvements on the subject Property, together with certification that the subject Property is not in a special flood hazard area.

The Critz Lane road widening, cut, fill and stabilization work to be performed by Buyer will be performed in accordance with the plans for the project dated March 31, 2017, which are attached hereto and incorporated by reference.

9. **Seller's Representations and Warranties.** As of the date hereof and as of the Closing Date, Seller represents, warrants and covenants to Buyer that:

- (a) **Possession.** There will be no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise, and no party has been granted a license or lease or other right pertaining to the use or possession of the Property, except for matters shown in the Permitted Exceptions and except for the farm lease of the Property. The farm lease will be terminated as to the Property at or prior to Closing.
- (b) **Environmental.** Seller has received no notice and has no knowledge of any hazardous materials or hazardous environmental conditions on, under or about the Property or any environmental conditions which now or with the passage of time will violate any governmental law, regulation or ordinance.

Seller is not aware that the Property is in violation of any federal, state or local law, ordinance or regulation relating to the environmental condition on, under or about the Property including, but not limited to, soil and ground water conditions. To the best of Seller's knowledge, no prior owner or user used, generated, stored or disposed of, on, under or about the Property or transport to or from the Property any hazardous wastes, toxic substances or related materials ("Hazardous Materials"). For the purposes of this subsection, Hazardous Materials shall include, but not be limited to, substances defined as "hazardous substances," or "toxic substances" in the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq. ; Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; and Resources Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as “hazardous waste” in the laws of the State of Tennessee.

- (c) **Notice.** Seller has not received any notice, nor is the Seller aware, of any violation of any ordinance, regulation, law, statute, rule or restriction relating to the Property, save and except Seller’s knowledge that the conditions of the existing Planned Development governing the Property have not been satisfied.
- (d) **Litigation.** There are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any applicable debtor relief laws or any other litigation contemplated by or pending or threatened against the Seller or the Property.
- (e) **Authority.** Seller is a Georgia limited partnership and has full power and authority to own Property in the State of Tennessee, to enter into this Agreement and to perform this Agreement and the transactions contemplated herein without the consent or approval of any other person or party whatsoever. The persons executing this Agreement on behalf of the general partner of Seller have the requisite power and authority to do so and to bind Seller in the performance of the obligations hereunder. Prior to closing, Seller agrees to provide Buyer a copy of the formation and governance documents for this entity and a certificate of good standing from the State of Georgia.
- (f) **Title.** The Seller has and will convey to the Buyer fee simple title to the property for the additional right of way for the widening of Critz Lane and a temporary construction easement as set forth in Collective Exhibit A, subject only to the Permitted Exceptions, by special warranty deed.
- (g) **Burial Site.** In the event a burial site or cemetery exists and is discovered on the Property prior to the Closing, (i) Buyer may elect to terminate this Agreement in which case Buyer shall be refunded all the Earnest Money and all interest earned thereon less One Hundred and no/100 Dollars (\$100.00), and Seller shall have no claim or recourse against Buyer due to Buyer’s termination, or (ii) Buyer and Seller may mutually agree on a mitigating adjustment to the acreage and proceed to Closing.
- (h) **Indemnification.** Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all loss, expense, liability, cost, claim, demand, action, cause of action and suit arising out of or in any way related to any breach of any representation, warranty, covenant, or agreement of Seller in this Agreement.
- (i) Seller has paid for and will pay for any work, supplies and materials performed upon and supplied to the Property, which are, have been or will be contracted for by Seller or its agents or employees.

10. Buyer's Representations and Warranties. As of the date hereof and as of the Closing Date, Buyer represents, warrants and covenants to Seller that: Buyer is a Tennessee municipality, duly organized, existing and in good standing in the state of its organization and authorized to transact business and in good standing in the state in which the Property is located.

- a. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS, IMPLIED OR ORAL, PAST OR PRESENT, OF, AS TO, CONCERNING OR WITH RESPECT TO: (i) THE VALUE, NATURE, QUALITY OR, CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY; (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANY PARTY MAY CONDUCT THEREON; (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (v) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (vi) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (vii) TITLE TO THE PROPERTY. BUYER ACKNOWLEDGES THAT NO REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER.
- b. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY, NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (INCLUDING WITHOUT LIMITATION ANY TITLE SEARCH, OR TITLE INSURANCE POLICIES PROVIDED BY SELLER TO BUYER PURSUANT TO THIS AGREEMENT OR OTHERWISE) AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER RELATED TO ANY HAZARDOUS MATERIALS ON THE PROPERTY.
- c. IT IS UNDERSTOOD AND AGREED THAT THE SALES PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.

11. Condition of Property. Until the Closing is consummated, the risk of ownership and loss of the Property shall belong to Seller. The Property shall be in the same condition on the date of Closing as it is on the date of this Agreement, natural wear and tear excepted. In the event of damage to or destruction of the Property prior to Closing, Buyer may, at its option, elect not to close the transaction contemplated hereby, in which event the Earnest Money, together with all interest earned thereon, shall be promptly returned to Buyer, and no party shall have any further obligations hereunder, save and except those obligations which expressly survive this Agreement, or (ii) to close the transaction

contemplated hereby, thereby accepting the Property with any and all defects and waiving any claim, loss or adjustment in price relating to the damage or loss to the Property.

12. Default Rights of Parties. If the sale contemplated by this Agreement is not consummated on or before the Closing Date due to default of Seller, Buyer may terminate this Agreement and the Earnest Money, together with all interest earned thereon, shall be promptly refunded to Buyer, and Seller shall execute such documents as may be required to cause the return of the Earnest Money and all interest earned thereon. In addition, Buyer shall also be entitled to sue Seller for specific performance of this Agreement as Buyer's sole and exclusive remedies. Buyer shall have no action for damages hereunder.

If Buyer defaults in its obligations hereunder, Seller agrees to provide Buyer with written notice of such default, specifying the nature of such default. Buyer shall have five (5) days from receipt of such notice to cure a default. In the event Buyer fails to cure the default; and provided that Seller has fully performed its obligations hereunder, the sum paid by Buyer as Earnest Money may be retained by Seller, as liquidated damages, whereupon Buyer shall be released from all liabilities or obligations hereunder. It is understood that the right to retain such sums as liquidated damages shall be the sole remedy available to Seller in the event of such default. The Earnest Money represents the amount determined by Seller and Buyer to be the best estimate of such damages. It is agreed that Seller's damages will be difficult to ascertain and that the Earnest Money constitutes a reasonable estimation and liquidation thereof and is intended not as a penalty but as full liquidated damages.

In any action brought hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs actually incurred related to such litigation.

13. Various Clauses.

- a. **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Tennessee.
- b. **Time of the Essence.** Time is of the essence of this Agreement.
- c. **Survival.** All agreements, covenants, representations and warranties made herein by or on behalf of Seller or Buyer or imposed herein upon Seller or Buyer shall survive the Closing and the transactions provided for herein, and the parties hereto shall so acknowledge at the Closing.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto and no representation, inducement, promise or agreement, oral or written, between the parties hereto which is not embodied herein shall be of any force or effect. This Agreement shall also supersede any prior agreements between the parties concerning the Property.
- e. **No Waiver of Rights.** No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

- f. **Amendments.** No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and executed by all parties with the same formality as this Agreement is executed.
- g. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, executors, administrators, successors, permitted assigns and the legal representatives of their estates. This Agreement may not be assigned by Buyer without the prior written consent of Seller, which shall be in Seller's sole discretion. Any assignment in violation of this provision will be void.
- h. **Headings.** The section headings are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof.
- i. **Words of Gender.** Words of any gender used in this Agreement shall be construed to include any other gender, words in the singular number shall be construed to include the plural, and works in the plural number shall be construed to include the singular when the context or sense of this Agreement requires.
- j. **Negotiated Provisions.** This Agreement shall not be construed more strictly against either party by virtue of the fact that a contract may be more strictly construed against the party preparing the contract, it being understood and agreed that both Seller and Buyer have equally negotiated the provisions hereof and have contributed substantially and materially to the preparation of this Agreement.
- k. **Calculation of Time.** If any time period specified herein expires on a Saturday, Sunday or legal holiday, such time period shall be automatically extended through the close of business on the next regular business day.
- l. **Counterparts.** This Agreement may be executed in multiple counterparts and on separate counterparts, and each of such counterparts to be deemed an original. However, until all signatories indicated below have executed a counterpart of this Agreement, this Agreement shall not be deemed fully executed. Execution of this Agreement shall be sufficient if effected by facsimile or electronic signature of either party, any such facsimile or electronic signature to be deemed an original signature.
- m. **Possession.** Seller shall deliver actual possession of the Property at Closing.
- n. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be hand delivered in person, sent by United States mail, registered or certified, postage prepaid, sent by overnight delivery by a national delivery service, or forwarded by email or telecopier followed by delivery as aforesaid, refusal by a party to accept delivery being deemed delivery, to the address set forth below:

As to SELLER: Ferrari Partners, L.P.
Attn: Keith Ferrari
1066 Vaughn Crest Drive
Franklin, TN 37069

As to BUYER: Town of Thompson's Station, Tennessee
1550 Thompson's Station Road West
Thompson's Station, Tennessee 37179

- o. **1031 Tax Free Exchange.** Buyer acknowledges that Seller may wish to undertake a tax free exchange under 1031 of the Internal Revenue Code. Buyer will take all actions necessary to complete and accommodate such tax free exchange without cost to Buyer.

IN WITNESS WHEREOF, this Agreement has been duly executed on the dates hereinafter indicated.

BUYER:

**TOWN OF THOMPSON'S STATION,
TENNESSEE**, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

FERRARI PARTNERS, L.P., a Georgia limited partnership

By: Ferrari Management Company, LLC, a
Georgia limited liability company, General
Partner

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Legal Description

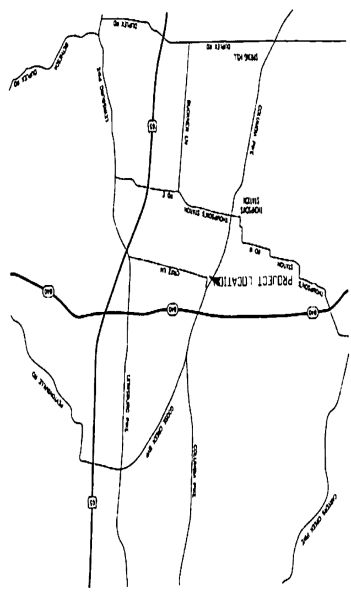
New legal description to include 0.93 acres on the south side of Critz ROW, to be prepared.

Both the Fee Acquisition and Temporary Construction Easement are shown on the Critz Lane Realignment Plans attached hereto.



THE ENGINEER HAS REVIEWED THE PLANS AND SPECIFICATIONS SUBMITTED BY THE CLIENT AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF THOMPSONS STATION AND THE STATE OF TENNESSEE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREIN.

VICINITY MAP



CRITZ LANE REALIGNMENT PLANS
TOWN OF THOMPSONS STATION
WILLIAMSON COUNTY, TENNESSEE

DATE: MARCH 31, 2017
 REV(S):

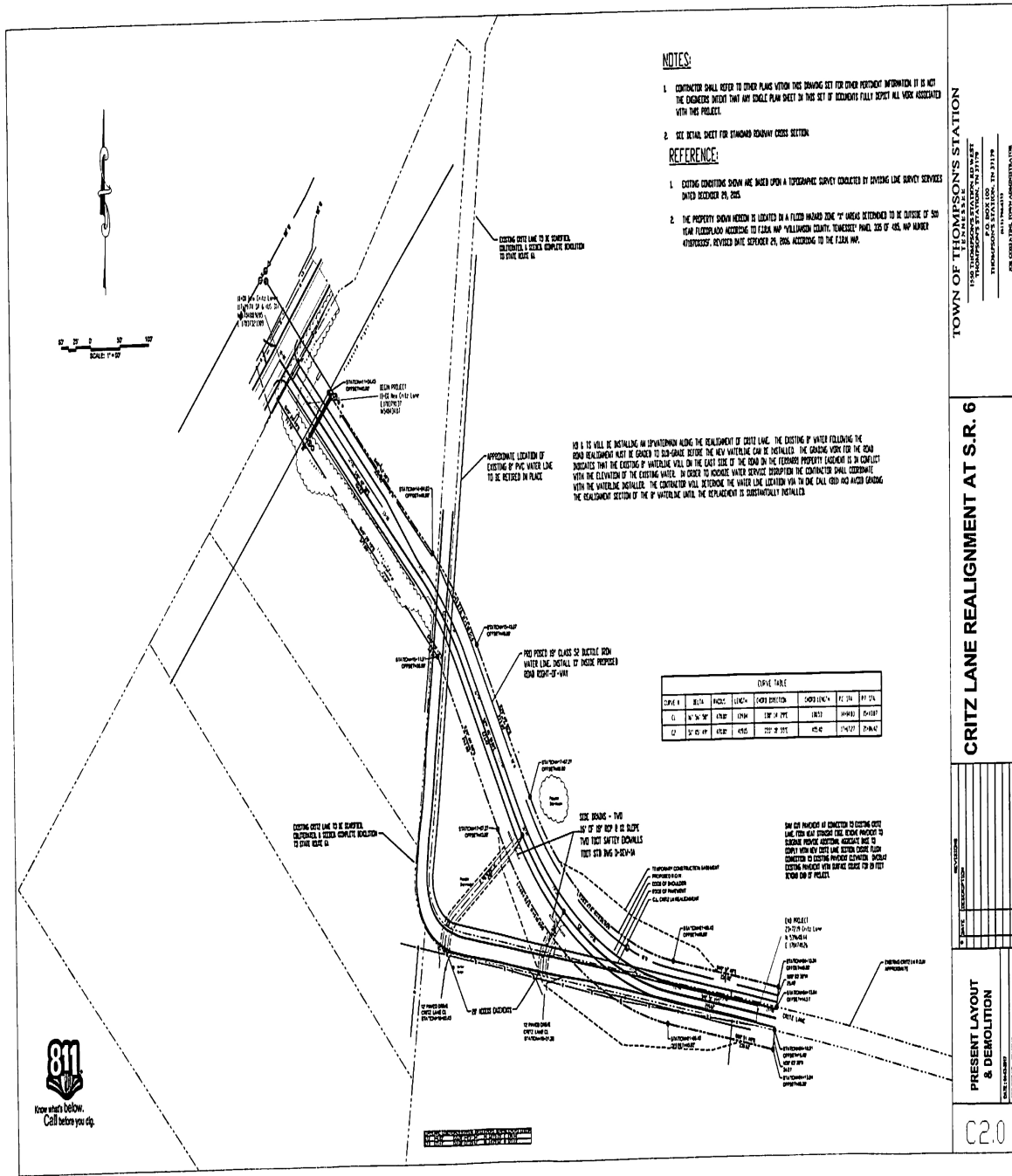
CRITZ LANE REALIGNMENT AT S.R. 6

TOWN OF THOMPSONS STATION

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SHEET LIST

CRITZ LANE REALIGNMENT AT S.R. 6	COVER SHEET	C10
CRITZ LANE REALIGNMENT AT S.R. 6	EXISTING CONDITIONS & REPRODUCTION PLAN	C20
CRITZ LANE REALIGNMENT AT S.R. 6	PROPOSED LAYOUT	C30
CRITZ LANE REALIGNMENT AT S.R. 6	PLAN AND PROFILE	C40
CRITZ LANE REALIGNMENT AT S.R. 6	DETAILS	C50



NOTES:

1. CONTRACTOR SHALL REFER TO OTHER PLANS WITHIN THIS DRAWING SET FOR OTHER PERTINENT INFORMATION. IT IS NOT THE ENGINEER'S INTENT TO SHOW ANY SINGLE PLAN SHEET IN THIS SET OF DOCUMENTS FULLY REPRESENT ALL WORK ASSOCIATED WITH THIS PROJECT.
2. SEE DETAIL SHEET FOR STANDARD ROADWAY CROSS SECTION.

REFERENCE:

1. EXISTING CONDITIONS SHOWN ARE BASED UPON A TOPOGRAPHIC SURVEY CONDUCTED BY CIVILING LINE SURVEY SERVICES DATED NOVEMBER 24, 2015.
2. THE PROPERTY SHOWN HEREON IS LOCATED IN A FLEET-MAINTAINED ZONE "Y" AREAS DETERMINED TO BE SUBJECT OF 500 YEAR FLOODPLAIN ACCORDING TO FLOOD MAP "FLEETMAINTAINED ZONE" TOWNSHIP 20S OF 42E, 104E RANGE 47N/DENVER, REVISED DATE OCTOBER 24, 2015, ACCORDING TO THE FLOOD MAP.

NO. 1 IS TO BE INSTALLING AN UPWATERMAIN ALONG THE REALIGNMENT OF CRITZ LANE. THE EXISTING P-WATER FOLLOWING THE ROAD REALIGNMENT MUST BE GRADED TO 250-GRAD BEFORE THE NEW WATERMAIN CAN BE INSTALLED. THE GRADING WORK FOR THE ROAD INDICATED THAT THE EXISTING P-WATERLINE WILL BE ON THE EAST SIDE OF THE ROAD IN THE (FUTURE) PROPERTY (AS SHOWN) IS IN CONFLICT WITH THE ELEVATION OF THE EXISTING WATER. IN ORDER TO AVOID WATER SERVICE DISRUPTION THE CONTRACTOR SHALL COORDINATE WITH THE WATERLINE INSTALLER. THE CONTRACTOR WILL REGRADE THE WATER LINE DEPTH VIA THE CALL TOB AND ROAD GRADING THE REALIGNMENT SECTION OF THE P-WATERLINE UNTIL THE REPLACEMENT IS SUBSTANTIALLY INSTALLED.

DATA TABLE						
STATION	BLK	INCH	FOOT	FOOT	FOOT	FOOT
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0+10	10.00	10.00	10.00	10.00	10.00	10.00

TOWN OF TILAMON'S STATION

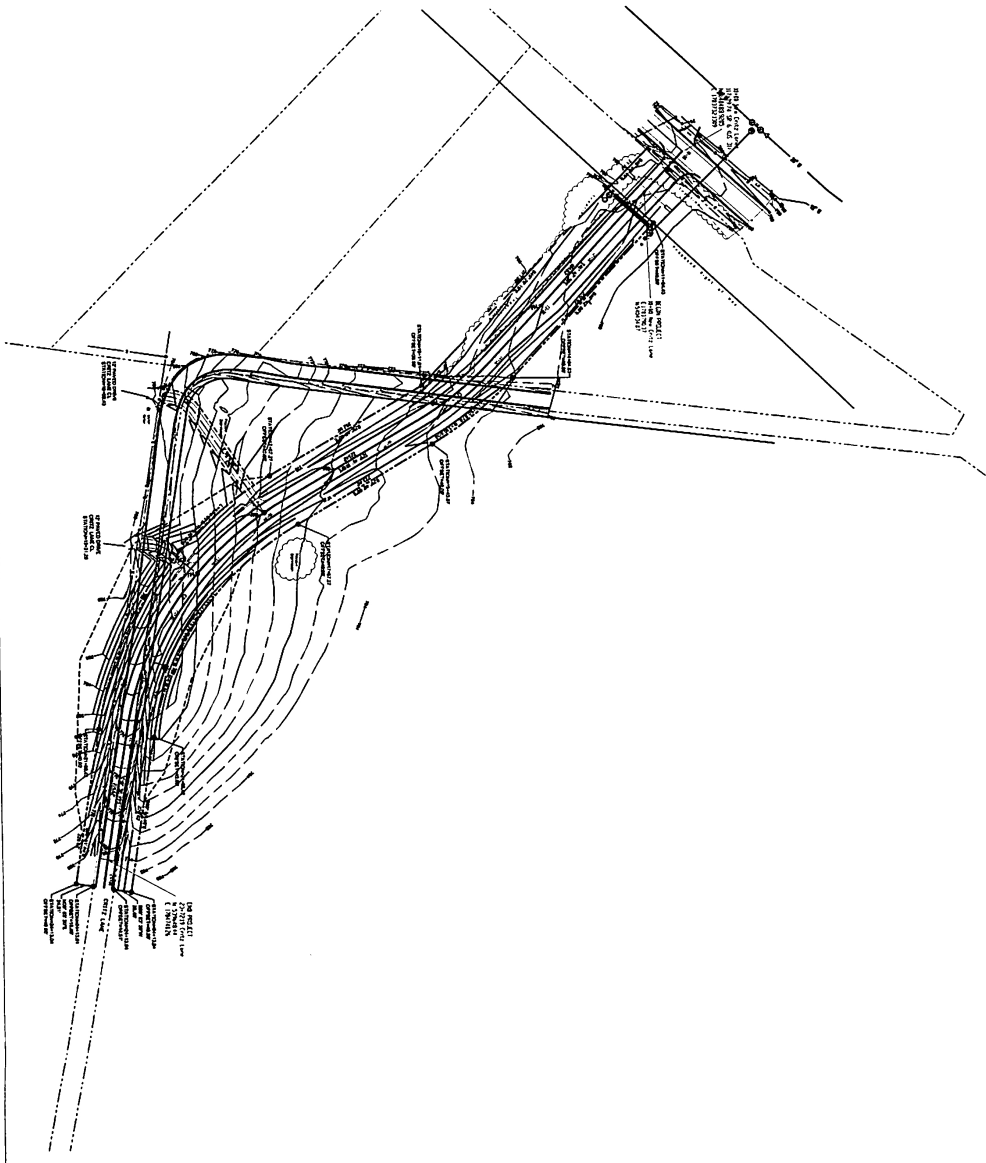
CRITZ LANE REALIGNMENT AT S.R. 6

PRESENT LAYOUT & DEMOLITION

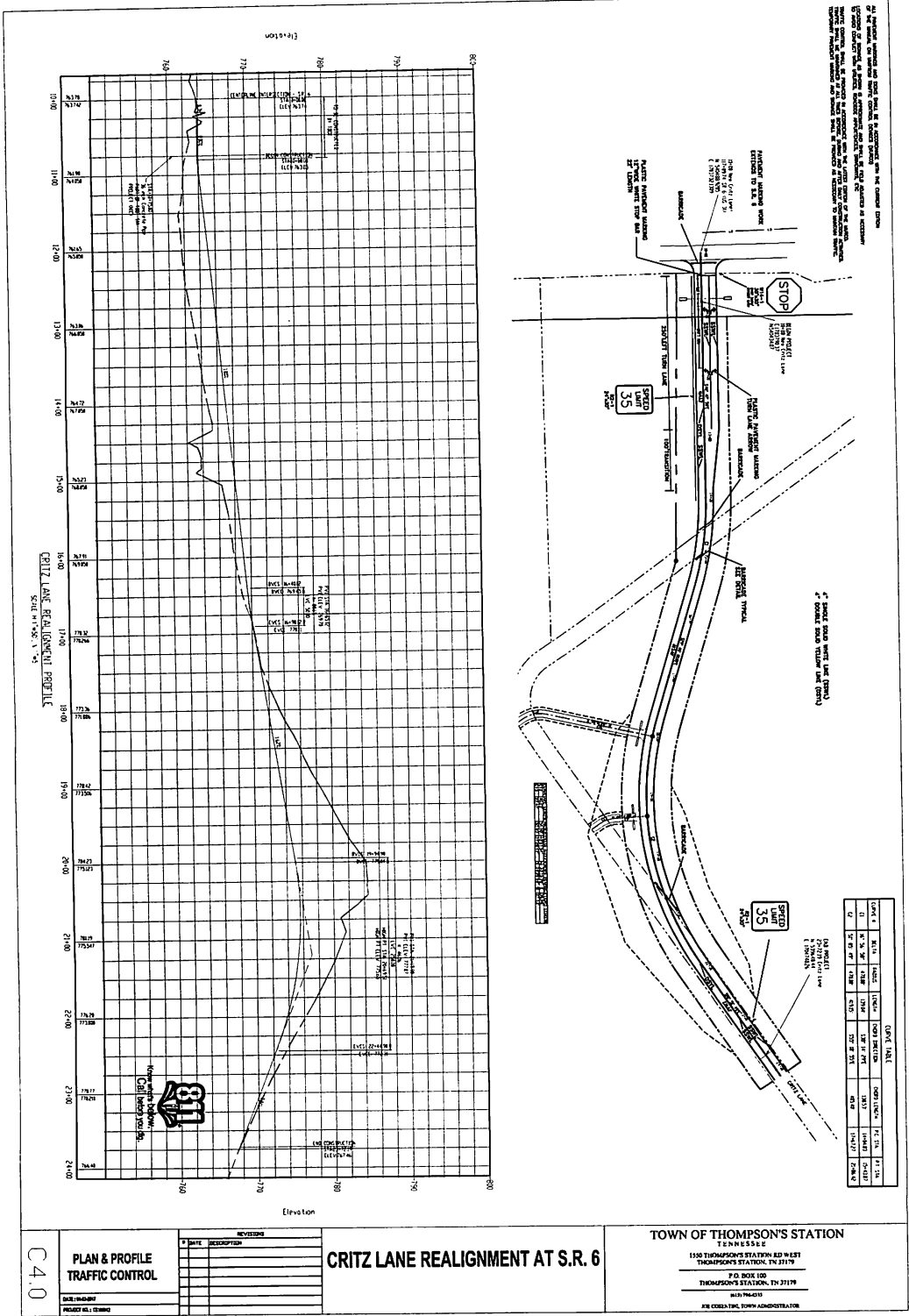
SCALE: AS SHOWN

PROJECT NO. 17-0000

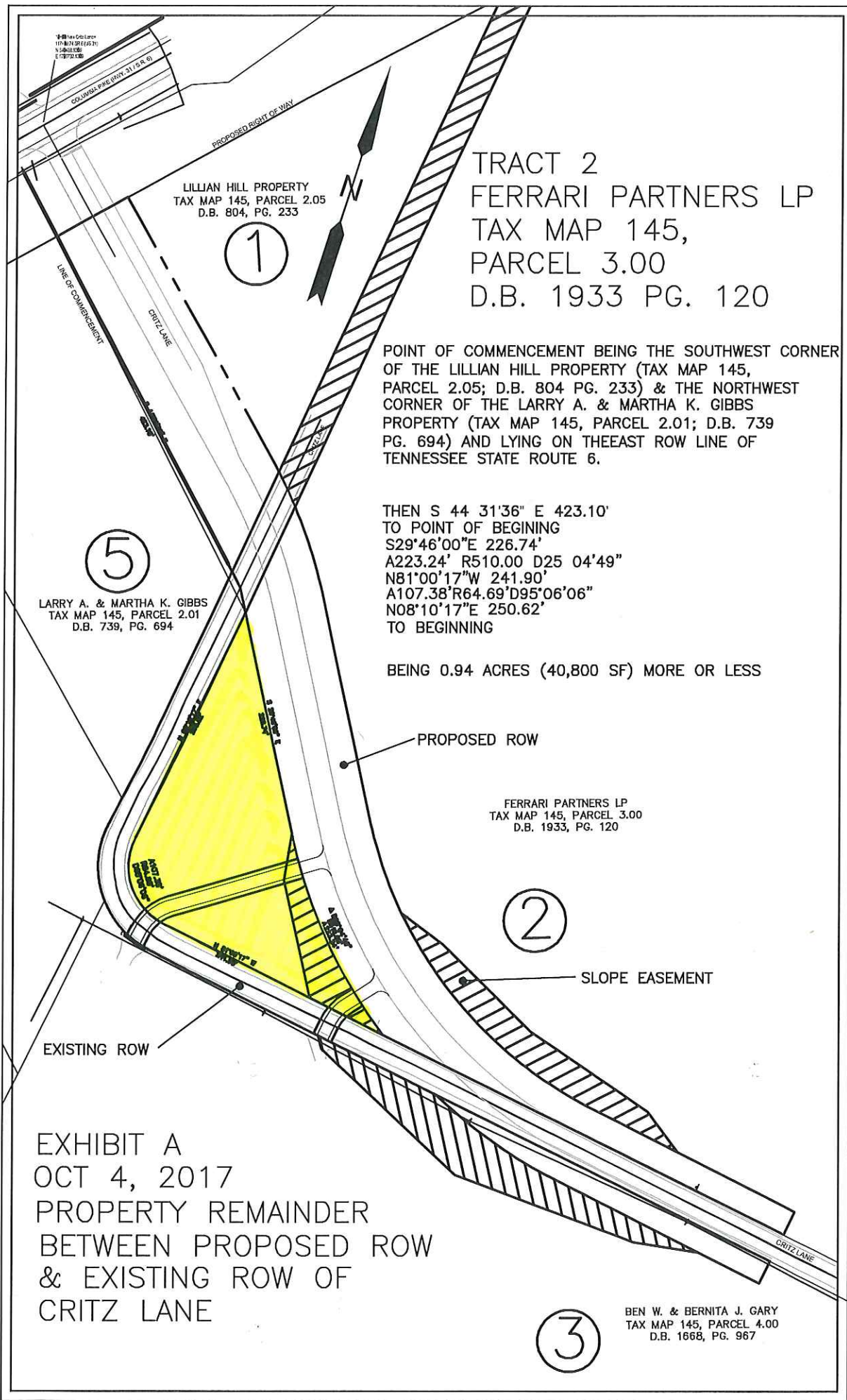
DATE: 11/11/2015



C3.0	PROPOSED LAYOUT GRADING & DRAINAGE	REVISONS		CRITZ LANE REALIGNMENT AT S.R. 6	TOWN OF THOMPSON'S STATION TENNESSEE 1550 THOMPSON'S STATION RD WEST THOMPSON'S STATION, TN 37179 P.O. BOX 100 THOMPSON'S STATION, TN 37179 615.764.0111 AN ONLINE TOWN ADMINISTRATOR
	DATE PROJECT NO. 120804	DATE	DESCRIPTION		



682488.6/020170365



TRACT 2
 FERRARI PARTNERS LP
 TAX MAP 145,
 PARCEL 3.00
 D.B. 1933 PG. 120

LILLIAN HILL PROPERTY
 TAX MAP 145, PARCEL 2.05
 D.B. 804, PG. 233

LARRY A. & MARTHA K. GIBBS
 TAX MAP 145, PARCEL 2.01
 D.B. 739, PG. 694

FERRARI PARTNERS LP
 TAX MAP 145, PARCEL 3.00
 D.B. 1933, PG. 120

BEN W. & BERNITA J. GARY
 TAX MAP 145, PARCEL 4.00
 D.B. 1668, PG. 967

POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF THE LILLIAN HILL PROPERTY (TAX MAP 145, PARCEL 2.05; D.B. 804 PG. 233) & THE NORTHWEST CORNER OF THE LARRY A. & MARTHA K. GIBBS PROPERTY (TAX MAP 145, PARCEL 2.01; D.B. 739 PG. 694) AND LYING ON THE EAST ROW LINE OF TENNESSEE STATE ROUTE 6.

THEN S 44 31'36" E 423.10'
 TO POINT OF BEGINNING
 S29°46'00"E 226.74'
 A223.24' R510.00 D25 04'49"
 N81°00'17"W 241.90'
 A107.38'R64.69'D95°06'06"
 N08°10'17"E 250.62'
 TO BEGINNING

BEING 0.94 ACRES (40,800 SF) MORE OR LESS

EXHIBIT A
 OCT 4, 2017
 PROPERTY REMAINDER
 BETWEEN PROPOSED ROW
 & EXISTING ROW OF
 CRITZ LANE

①

⑤

②

③

EXISTING ROW

PROPOSED ROW

SLOPE EASEMENT

COULDER PINE PROP. 31/28/01

PROPOSED RIGHT OF WAY

LINE OF COMMENCEMENT
 CRITZ LANE

CRITZ LANE

RESOLUTION NO. 2017-22

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CONTRACT AMENDMENT WITH FIRST RESPONSE, INC. FOR
SERVICES RELATED TO THE CLEANOUT OF LAGOON 1 OF THE TOWN'S
WASTEWATER PLANT AND TO AUTHORIZE THE MAYOR TO SIGN THE
AGREEMENT**

WHEREAS, the Town previously entered into a contract with First Response, Inc. for the draining and cleanout of Lagoon 1 of the Town's wastewater treatment plan;

WHEREAS, the Town and First Response, Inc. have agreed to a revised scope of work, pricing and payment to complete the Project ("the Project"); and

WHEREAS, based on the recommendation of the Town Administrator, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a contract amendment with First Response, Inc. for the Project.

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

That the First Amendment to Contract for Environmental Consulting and Remediation Services between the Town and First Response, Inc. for the cleanout of Lagoon 1 is hereby approved and the Mayor is authorized to execute said agreement on behalf of the Town. A copy of said agreement is attached hereto and incorporated herein by reference.

RESOLVED AND ADOPTED this _____ day of October 2017.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

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



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

MEMO

DATE: October 4, 2017
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: First Response Contract Amendment

The Town entered into a contract with First Response Environmental Group in August of 2016 for the purpose of cleaning out cell #1 at the Town's Regional Wastewater Facility. The contract was based upon cell one containing approximately eight feet of water and an average sludge depth of 2-3 feet. The contract was for a not to exceed amount of \$445,000.

Upon mobilization of the project, several areas within cell #1 were discovered to have a significantly different sludge profile than originally expected. Fibrous matter (including whole garments), plastics, sand, and gravel were all encountered. These materials were likely collected through the Town's septage acceptance operation over the previous 10 years. The presence of this material caused regular clogging of the hydraulic pump, mulcher, and filter press. In total, approximately 369 tons of dewatered sludge have been removed from the cell. However, several sludge areas remain that are preventing a thorough evaluation of the liner and are unable to be removed under the previous scope.

First Response has provided an updated scope and cost for two options. Scope 1 (\$97,500) would allow for the installation of a coffer dam separating the main intake of cell 1 and allowing for a repair to be completed where we believe the small leak is located. Scope 2 (\$236,700) would include the full cleanout of cell 1 as originally planned. The Town has already paid First Response \$419,580 on the original contract. Either option would be above the amount already paid and not the original contract amount.

Staff is still of the opinion that this is likely our only opportunity to evaluate the entire cell. Our ability to remove a cell from service is going to be exceedingly difficult as future wastewater flows increase. Staff's recommendation is to proceed with Scope 2 and continue with the cleanout of the entire cell.

BOMA Action:
Staff recommends approval of Resolution 2017-22 as presented.

FIRST AMENDMENT TO CONTRACT FOR ENVIRONMENTAL CONSULTING AND REMEDIATION SERVICES

THIS FIRST AMENDMENT TO CONTRACT made this ____ day of _____ 2017, by and between **First Response, Inc. d/b/a First Response Environmental Group**, a Tennessee corporation (hereinafter “Contractor”), and the **Town of Thompson’s Station**, a Tennessee municipal corporation (hereinafter “Town”).

WHEREAS, the Town previously entered into a contract with First Response, Inc. for the draining and cleanout of Lagoon 1 of the Town’s wastewater treatment plan;

WHEREAS, the Town and First Response, Inc. have agreed to a revised scope of work, pricing and schedule to complete the Project (“the Project”); and

NOW THEREFORE, that the Contractor and the Town agree as follows:

Section 1. Scope of Work. Contractor shall complete the work described as Scope #2 in the Contract Proposal dated September 1, 2017 attached hereto and incorporated herein by reference.

Section 2. Compensation. The Town agrees to pay Contractor for the items described in the Scope #2 of the Contract Proposal attached hereto. Upon the completion of the Project, the Contractor shall invoice the Town for the services performed.

Section 3. Time of Completion – It is anticipated that the Scope of Work will be completed in approximately 90 days. The work to be performed under this Contract shall be commenced as soon thereafter as reasonably possible and Contractor shall perform all work as expeditiously as is consistent with professional skill and care.

Section 4. All other terms and conditions of the original Contract shall remain in full force and effect.

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

Town of Thompson’s Station

First Response, Inc.

BY _____
Corey Napier, Mayor

BY _____



CONTRACT PROPOSAL

Date: 09/01/17

Thompson Station
 PO Box 100
 1550 Thompson's Station Road
 West Thompson's Station TN 37179 USA

Attention: Joe Consentini
 Email: jcosentini@thompsons-station.com

PROJECT DESCRIPTION: Cell #1 Pond

1. SCOPE OF WORK:

First Response A Tradebe Company. ("FRATCO") will provide the labor, equipment, and materials, for the installation and removal of a coffer dam and extraction of material behind it to allow for repairs at inlet in accordance with this Proposal (the "Work"), and will include the following:

- Scope #1 Installation of a Coffor Dam and gross extraction of effluent and debris behind coffer dam area of inlet pipe only, with discharge into Cell#1
- Scope #2 Lagoon Cleaning of Cell #1 of gross extraction of effluent and debris with disposal at certified disposal facilities approved by Tennessee Department of Conservation (TDEC) Solid Waste Division

Safely perform the duties described by the customer, herein referenced throughout as ("TS Pond"). First Response Inc. herein referenced as ("FRATCO") shall provide gross product removal from customer designated areas listed in the project description (section 1. Of this contract) Qualified/Trained personnel and equipment necessary to safely perform referenced waste removal by means of listed operation. All personnel shall be trained and certified on the equipment being used. Upon offload of material by ("FRATCO") scheduled decontamination of utilized ("FRATCO") equipment shall be conducted at an approved third party facility. Unit rates listed shall be considered "all-inclusive" of any fuel, mileage, decontamination or per-diem expense incurred by ("FRATCO") during listed support operations. Should progress of the listed operation be impeded by the customer ("TS Pond") the listed unit prices shall dictate the final invoice amount.

2. PRICING AND PAYMENT: Project pricing to include decontamination of FRATCO equipment and minimum of two (2) month usage.

Description	Unit	Unit Price
Scope #1 Coffor Dam Installation Scope Of Work	Per Day	\$ 1,625.00
Scope #2 Lagoon Cleaning Scope of Work	Per Day	\$ 2,630.00
Total Estimated Scope #1 Cost for Coffor Dam	(Est. 60 Days)	\$ 97,500.00
Total Estimated Scope #2 Cost for Lagoon Cleaning	(Est. 90 Days)	\$236,700.00

Payment shall be due when services are rendered.

3. SCHEDULE: To be determined upon acceptance of this Proposal/Issuance of payment terms

4. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal "FRATCO" Terms and Conditions are attached as Attachment A and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and "FRATCOS" Terms and Conditions carefully. The pricing is based upon Customer's acceptance of "FRATCO" Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

PREVAILING WAGE? YES __ NO __
 If yes, please provide Wage Determination.

TAX EXEMPT? YES __ NO __
 If yes, please provide Tax Exemption Certificate.

First Response A Tradebe Company	ACCEPTED by CUSTOMER:
Signed: Ron Waterbury Title: SR Env Consultant	Signed: _____ Title: _____
Date: 09/01/2017	Date: _____

CLARIFICATIONS / ASSUMPTIONS



All pricing is conditioned upon the Clarifications/Assumptions listed below.

1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide "FRATCO" the appropriate documentation.
- b. Except as otherwise stated herein, the proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- c. Except as otherwise stated herein, the Proposal does not include additional duties or repairs due to installation of the Cofferdam or during the process of cleaning around the inlet hood.
- d. Any corrections, repairs, or extractions required due to existing structural defects or failures are excluded from the Work, and are the sole responsibility of TS Pond.
- e. "FRATCO" will provide consumable materials necessary to perform work safely.
- f. "FRATCO" determines the water inlet and operations for Cell #1 under their guidance while performing the removal of effluent from Cell #1 at all times. All levels of the ponds will be checked daily to ensure no back pumping is allowed and that only acts of weather, shall be allowed to increase level in Cell #1 or otherwise deemed necessary by FRATCO personnel.
- g. **Price quoted is complete with exception of ANY change in conditions caused by the customer, or due to the customers' actions. Should change in condition of work schedule shift, a change order may be issued at that time.**
- h. **In the event "FRATCO" encounters delay due to the customer or customers' actions the listed unit rates shall dictate an additional charge to the fixed price.**
- i. Except as otherwise provided herein, the proposal is for contained material only behind the coffer dam. Any additional equipment required as a result of the customer withholding information or unforeseen circumstances will result in a change order.
- j. TS Pond is responsible for all below ground surface (bgs) and above ground surface (abs) lines, pipes etc.. that may be damaged in this process due to the nature of the project.
- k. FRATCO will be conducting work at a per day rate. The final invoice amount shall dictate the number of days worked at the listed unit amount. Customer acknowledges that invoicing will consist of actual quantities incurred at the provided rates.
- l. Mobilization fee is per each.
- m. Due to scheduling of mobilization and demobilization. A minimum of two (2) week notice to start or end project will be required by TS Pond representatives.
- n. Normal FRATCO Business hours are 8:00am-5:00pm Monday through Friday. If requested to work weekends or after hours, rates will reflect 1.5 times unit rate.
- o. Cofferdam and materials will remain the property of FRATCO upon completion of project.

2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for "FRATCO" equipment and will be at least 100 feet. "FRATCO" reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will coordinate the Work with any private property owners.
- c. Customer will provide prior authority for all disposal information. (If one is necessary for proper disposal other than dictated herein this proposal)
- d. Customer will provide water for cleaning and access to hydrant and hydrant meter if deemed necessary for the scope of work.
- e. Pricing is subject to change 30 days from the date of the proposal.
- f. There are no hazardous materials present in the project area not listed within original work order.
- g. Any cleaning required in addition to or not listed within the original scope will be charged at a negotiated hourly rate.
- h. FRATCO assumes that the weather conditions will not be a factor if inclement weather issues arise, this will constitute a change order.

Photographic Record

Client: Town of Thompson's Station

Site Name: Thompson's Station

Project Number: 16-10-071-01-C

Site Location: 4549 Columbia Pike, Thompson's Station, TN

Photo Number:

3

Photographer:

BS

Date:

10/21/2016

View Direction:

West

Comments:

Mixing Tank.



Photo Number:

4

Photographer:

BS

Date:

10/21/2017

View Direction:

South East

Comments:

Press operations and finished product.



Photographic Record

Client: Town of Thompson's Station

Site Name: Thompson's Station

Project Number: 16-10-071-01-C

Site Location: 4549 Columbia Pike, Thompson's Station, TN

Photo Number:

5

Photographer:

BS

Date:

11/19/2017

Direction:

na

Comments:

Fabric garments.



Photo Number:

6

Photographer:

BS

Date:

11/19/2016

Direction:

na

Comments:

Fibrous material.



Photographic Record

Client: Town of Thompson's Station

Site Name: Thompson's Station

Project Number: 16-10-071-01-C

Site Location: 4549 Columbia Pike, Thompson's Station, TN

Photo Number:

5

Photographer:

BS

Date:

11/19/2017

Direction:

na

Comments:

Muncher clean-out.



Photo Number:

6

Photographer:

BS

Date:

11/19/2016

Direction:

na

Comments:

Mixing tank clean-out.



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: October 5, 2017
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: TA Report 10/10/2017

TDOT SIA Project –

The project is nearing completion. Final paving is complete, the light has been installed, and the turn lane is back open. Permanent striping still needs to be completed along with a few final touch ups to the shoulders.

Critz Lane Re-alignment –

Parchman Construction is fully mobilized and are working of building the subgrade for the new road. As expected, the soils in the area had to be excavated and more rock had to be placed in order to prevent the roadway from sinking in the future. The full extent of the excavation is still being calculated. The waterline work will begin once subgrade has been established. The project is progressing as expected and the weather is cooperating.

Critz Lane Redesign –

A town hall session was held in September with roughly 30-35 people attending. Several comments were received and trouble spots pointed out. All the information was collected by our engineering team and all necessary tweaks are being made to the plans. As we approach plan completion, staff will present proposals for a right-of-way acquisition in order to begin this process prior to bidding the roadway.

New Town Hall -

Staff has been in contact with the Tennessee Municipal Bond Fund regarding the construction of our new Town Hall structure. They have prepared the attached document as an example of how the debt will be structured and the proposed payback schedule. This is only for informational purposes at this time.

**Tennessee Municipal Bond Fund
Information Regarding Fixed and Variable Rate Loan Programs
for the Town of Thompson's Station, Tennessee**

September 25, 2017

The Tennessee Municipal Bond Fund ("TMBF"), can assist the Town of Thompson's Station (the "Town"), in obtaining either variable rate or fixed rate financing in the amount of not to exceed \$1,500,000 to finance a Town Hall for the Town by means of either a variable or fixed rate loan from The Public Building Authority of the City of Clarksville, Tennessee (the "PBA"). The PBA will issue a bond which will be sold as a private placement to a bank, with the proceeds of the sale being used to make a loan to the Town.

Below is a summary of the fixed rate and variable rate loan programs.

FIXED RATE PROGRAM

The fixed rate can be locked in for a term of either 5 or 7 years – the bank six months prior to the end of each 5 or 7 year period can adjust the rate based on current market conditions – the bank can either raise, lower, or leave the rate the same or opt out of the loan- the bank has to notify the Town and TMBF 180 days prior to the end of such term of what the new rate will be for the next 5 or 7 year term, as applicable – if the Town does not agree to the new rate (if the bank changes the existing rate), TMBF will work with the Town to find another bank to take the loan - the final rate use for the closing of the loan would be locked in at the time of the adoption of the resolution or just prior to that time and would be good until the closing of the loan – if the closing occurs within a reasonable time

The fixed rate loan can be amortized for 20 years which is the term we understand the Town is considering

The loan can be prepaid in full on a rate adjustment date with no prepayment penalty – the loan may be prepaid in full on other dates with the approval of the bank and a 1% prepayment penalty – however, the Town may make additional principal payments during the term of the loan with no prepayment penalty subject to certain restrictions – the restriction is that not more than 20% of the outstanding principal balance in addition to the regular principal payment may be prepaid in any twelve (12) month period

The loan will be a general obligation debt of the Town

The total cost of issuance is 0.60% for the fixed rate loan – \$6,000 per \$1,000,000 - this is an all-inclusive cost of issuance - there are no additional fees or expenses for a registration or paying agent - the cost of issuance will be paid from the loan proceeds at the time of closing – in the case of a \$1,500,000 loan the cost would be \$9,000

The fixed rate loan can be structured as a draw loan – **the Town can draw on the loan for a three year period with a minimum of one-third of the loan amount being drawn each year** - the Town will only pay interest and fees on the funds as they are drawn - the Town will send in a request for a draw to the bank by the 25th of each month and the funds will be wired by the bank to the Town on the first business day of the following month – the Town will be responsible for any arbitrage rebate liability – however due to the structure of the loan there should not be any rebate liability

However, if the Town prefers, at the time of the closing of the loan the Town can receive the entire loan proceeds, less the cost of issuance amount – the Town will then be able to invest the proceeds and will be responsible for any arbitrage rebate liability associated with the loan - the Town will have three years to spend the loan proceeds – interest is payable on the entire amount from the time of closing

Principal will be payable annually with interest being payable semiannually – the payment dates can be determined at the time of the closing of the loan

VARIABLE RATE PROGRAM

The loan will bear interest at a variable rate based on SIFMA, which is a weekly rate made up of the average of the five largest remarketing banks - SIFMA stands for Securities Industry and Financial Markets Association - this index was created in response to industry participants' demand for a short-term index which accurately reflected activity in the variable rate demand obligations market

The three year SIFMA average is 0.33% - the four year SIFMA average is 0.26% - the five year SIFMA average is 0.23% - the ten year SIFMA average is 0.56% - the fifteen year SIFMA average is 1.11% - today's SIFMA rate is 0.88% - the average for the last 52 weeks is 0.74% - a SIFMA rate history is attached hereto

The purchasing bank will add a spread of 1.60% which is based on the Town not having a long term issuer debt rating by a nationally recognized rating agency - the administration fee will be 0.15% - the trustee will also charge a fee for its services - the trustee fee will be \$125 per month - interest and fees will be billed monthly

The variable rate loan can be amortized for 20 years which is the term we understand the Town is considering

The spread of 1.60% will be locked in for a period of seven years - the Bank at the end of each seven year period can adjust the spread based on current market conditions or opt to get out of the loan - they can either raise, lower, or leave the spread the same - the bank has to notify the Town and TMBF 180 days prior to the end of each seven year period if the spread will change - if the Town's debt rating changes during the life of the loan, the Town's spread will be changed based upon the pricing matrix then in the loan agreement to be effective on the next July 1

The loan can be prepaid in whole with 90 days notice with no prepayment penalty

The Town may make additional principal payments during the term of the loan with no prepayment penalty subject to certain restrictions - the restriction is that not more than 20% of the outstanding principal balance in addition to the regular principal payment may be prepaid in any twelve (12) month period

This is a draw basis loan - the Town will only pay interest and fees on the funds as they are drawn - the Town will send in a request for a draw to the trustee by the 25th of each month and the funds will be wired by the trustee to the Town on the first business day of each month - the Town will have three years to draw on the loan (longer if the project is still ongoing) - the Town will be responsible for any arbitrage rebate liability - however due to the structure of the loan there should not be any rebate liability

The total cost of issuance is 0.60% for the variable rate loan - \$6,000 per \$1,000,000 - this is an all-inclusive cost of issuance - the cost of issuance will be paid from the loan proceeds at the time of closing - in the case of a \$1,500,000 loan the cost would be \$9,000

The monthly invoice will be generated by the trustee at the first of the month - the invoice will include the actual SIFMA rates based on the average of the weekly SIFMA rates for the preceding month plus the spread of 1.60%, the administration fee of 0.15%, and the trustee fee - the payment will be due to the trustee by the 10th of the month - principal will be payable annually in May - the all inclusive rate as of today would be 2.63%

If the Town should obtain an issuer rating from Moody's in the A category, the bank spread would be 1.05% which would make the all-inclusive rate as of today only 2.08% - we have assisted several borrowers with obtaining an issuer rating and would be happy to assist the Town should you decide to proceed with a rating

The loan will be a general obligation debt of the Town

LOAN PROCESS FOR EITHER VARIABLE OR FIXED RATE LOAN:

The loan would require the adoption of two resolutions, an Initial Resolution and a Loan Resolution, at either a regular or special meeting of the Board of Mayor and Aldermen, after publication of a notice of such meeting. We furnish the resolutions and assist in obtaining all necessary approvals. The loan would require the completion of a loan application and credit approval by the bank.

Below is a summary of the loan process which is the same for either a fixed or variable rate loan:

1. Submission of Loan Application and necessary financial information to TMBF; submission to Bank by TMBF (approximately 20 day turn-around time)
2. Publication of notice of meeting at least five to seven days prior to meeting or proof of annual meeting notice
3. Adoption of Initial Resolution and Loan Resolution
4. Publication of Initial Resolution (20 day protest period)
5. Submission of necessary information to State to obtain approval of loan
6. Preparation of necessary loan documents
7. Execution of loan documents and receipt of an opinion of the Town's attorney with respect to the loan (the form of which we provide to such attorney)
8. Closing of Loan

AMORTIZATION SCHEDULES:

Fixed Rate Schedule

The fixed rate schedule is based on an amount of **\$1,500,000** with an indicative fixed rate of **2.55%** for a **20** year term with a **5** year rate adjustment

The seven year rate is 2.73% for a 20 year term

Variable Rate Schedule

The variable rate schedule is based on an amount of **\$1,500,000** with a variable rate of **2.86%** which is the fifteen year SIFMA average of **1.11%** plus the bank spread and administration fee of **1.75%** (it does not include the trustee fee as described above) for a **20** year amortization.

We recommend that variable rate borrowers budget at a minimum of at least 3.50% for debt service

Notice: The Tennessee Municipal Bond Fund ("TMBF") is not a registered municipal advisor and it is TMBF's intention not to act as a municipal advisor. TMBF is not recommending any course of action to you as the municipal entity or obligated person; TMBF is not acting as an advisor to you and, therefore, does not owe a fiduciary duty to you pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to this or any other information, materials, and communications you receive from TMBF; TMBF is acting for its own business and commercial interests; You should discuss this and any other information, materials, and communications you receive from TMBF with internal advisors and experts that you deem appropriate before acting on such information, materials, and communications.

FIXED RATE AMORTIZATION SCHEDULE

BOND DEBT SERVICE

TOWN OF THOMPSON'S STATION, TENNESSEE
\$1,500,000 FR LOAN - 20 YEARS

TENNESSEE MUNICIPAL BOND FUND
FIXED RATE LOAN PROGRAM

***BASED ON INDICATIVE RATE FOR 20 YEAR TERM WITH
5 YEAR RATE ADJUSTMENT***

ASSUMES ALL PROCEEDS DRAWN AT CLOSING
PRINCIPAL PAYABLE ANNUALLY; INTEREST PAYABLE SEMIANNUALLY

Dated date: November 1, 2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017					
05/01/2018			19,125.00	19,125.00	
11/01/2018	58,000	2.550%	19,125.00	77,125.00	96,250.00
05/01/2019			18,385.50	18,385.50	
11/01/2019	60,000	2.550%	18,385.50	78,385.50	96,771.00
05/01/2020			17,620.50	17,620.50	
11/01/2020	62,000	2.550%	17,620.50	79,620.50	97,241.00
05/01/2021			16,830.00	16,830.00	
11/01/2021	63,000	2.550%	16,830.00	79,830.00	96,660.00
05/01/2022			16,026.75	16,026.75	
11/01/2022	65,000	2.550%	16,026.75	81,026.75	97,053.50
05/01/2023			15,198.00	15,198.00	
11/01/2023	66,000	2.550%	15,198.00	81,198.00	96,396.00
05/01/2024			14,356.50	14,356.50	
11/01/2024	68,000	2.550%	14,356.50	82,356.50	96,713.00
05/01/2025			13,489.50	13,489.50	
11/01/2025	70,000	2.550%	13,489.50	83,489.50	96,979.00
05/01/2026			12,597.00	12,597.00	
11/01/2026	72,000	2.550%	12,597.00	84,597.00	97,194.00
05/01/2027			11,679.00	11,679.00	
11/01/2027	73,000	2.550%	11,679.00	84,679.00	96,358.00
05/01/2028			10,748.25	10,748.25	
11/01/2028	75,000	2.550%	10,748.25	85,748.25	96,496.50
05/01/2029			9,792.00	9,792.00	
11/01/2029	77,000	2.550%	9,792.00	86,792.00	96,584.00
05/01/2030			8,810.25	8,810.25	
11/01/2030	79,000	2.550%	8,810.25	87,810.25	96,620.50
05/01/2031			7,803.00	7,803.00	
11/01/2031	81,000	2.550%	7,803.00	88,803.00	96,606.00
05/01/2032			6,770.25	6,770.25	
11/01/2032	83,000	2.550%	6,770.25	89,770.25	96,540.50
05/01/2033			5,712.00	5,712.00	
11/01/2033	85,000	2.550%	5,712.00	90,712.00	96,424.00
05/01/2034			4,628.25	4,628.25	
11/01/2034	87,000	2.550%	4,628.25	91,628.25	96,256.50
05/01/2035			3,519.00	3,519.00	
11/01/2035	90,000	2.550%	3,519.00	93,519.00	97,038.00
05/01/2036			2,371.50	2,371.50	
11/01/2036	92,000	2.550%	2,371.50	94,371.50	96,743.00
05/01/2037			1,198.50	1,198.50	
11/01/2037	94,000	2.550%	1,198.50	95,198.50	96,397.00
	1,500,000		433,321.50	1,933,321.50	1,933,321.50

VARIABLE RATE AMORTIZATION SCHEDULE

BOND DEBT SERVICE

TOWN OF THOMPSON'S STATION, TENNESSEE
\$1,500,000 VR LOAN - 20 YEARS

TENNESSEE MUNICIPAL BOND FUND
VARIABLE RATE LOAN PROGRAM

***BASED ON 15 YEAR SIFMA AVERAGE OF 1.11% PLUS BANK SPREAD
OF 1.60% AND ADMINISTRATION FEE OF 0.15%***

ASSUMES ALL PROCEEDS DRAWN AT CLOSING
PRINCIPAL PAYABLE ANNUALLY; INTEREST AND FEES PAYABLE MONTHLY

Dated date: November 1, 2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017					
05/25/2018			24,310.00	24,310.00	24,310.00
05/25/2019	57,000	2.860%	42,900.00	99,900.00	99,900.00
05/25/2020	58,000	2.860%	41,269.80	99,269.80	99,269.80
05/25/2021	60,000	2.860%	39,611.00	99,611.00	99,611.00
05/25/2022	62,000	2.860%	37,895.00	99,895.00	99,895.00
05/25/2023	63,000	2.860%	36,121.80	99,121.80	99,121.80
05/25/2024	65,000	2.860%	34,320.00	99,320.00	99,320.00
05/25/2025	67,000	2.860%	32,461.00	99,461.00	99,461.00
05/25/2026	69,000	2.860%	30,544.80	99,544.80	99,544.80
05/25/2027	71,000	2.860%	28,571.40	99,571.40	99,571.40
05/25/2028	73,000	2.860%	26,540.80	99,540.80	99,540.80
05/25/2029	75,000	2.860%	24,453.00	99,453.00	99,453.00
05/25/2030	77,000	2.860%	22,308.00	99,308.00	99,308.00
05/25/2031	79,000	2.860%	20,105.80	99,105.80	99,105.80
05/25/2032	82,000	2.860%	17,846.40	99,846.40	99,846.40
05/25/2033	84,000	2.860%	15,501.20	99,501.20	99,501.20
05/25/2034	86,000	2.860%	13,098.80	99,098.80	99,098.80
05/25/2035	89,000	2.860%	10,639.20	99,639.20	99,639.20
05/25/2036	92,000	2.860%	8,093.80	100,093.80	100,093.80
05/25/2037	94,000	2.860%	5,462.60	99,462.60	99,462.60
05/25/2038	97,000	2.860%	2,774.20	99,774.20	99,774.20
	1,500,000		514,828.60	2,014,828.60	2,014,828.60

SIFMA RATE HISTORY

SIFMA INDEX RATE HISTORY
as of August 31, 2017

Averages for Calendar Years

2016	0.42
2015	0.03
2014	0.05
2013	0.09
2012	0.16
2011	0.18
2010	0.27
2009	0.40
2008	2.21
2007	3.62
2006	3.45
2005	2.46
2004	1.23
2003	1.03
2002	1.38
2001	2.61
2000	4.12
1999	3.29
1998	3.43
1997	3.66
1996	3.43
1995	3.85

Average Since 1995 2.24

One Year Average August 31, 2016 - August 31, 2017	0.74
Three Year Average August 31, 2014 - August 31, 2017	0.33
Four Year Average August 31, 2013 - August 31, 2017	0.26
Five Year Average August 31, 2012 - August 31, 2017	0.23
Ten Year Average August 31, 2007 - August 31, 2017	0.56
Fifteen Year Average August 31, 2002 - August 31, 2017	1.11
Twenty Year Average August 31, 1997 - August 31, 2017	1.61
Twenty-Five Year Average August 31, 1992 - August 31, 2017	1.92



Town of Thompson's Station
Cash Balance Report
As of September 30, 2017

	August 2017	September 2017
General Fund:		
Checking Account	77,356	134,641
Money Market Investment Accounts	6,897,133	6,474,199
Total General Fund Cash	6,974,489	6,608,840
Less: Developer Cash Bonds Held	(424,800)	(169,300)
Less: County Mixed Drink Tax Payable	(678)	(711)
Less: Debt Principal Payments Due within 12 Months	(115,300)	(115,300)
Less: Hall Tax Refund Owed to State	(268,153)	(268,153)
Less: Accounts Payable	-	-
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(250,208)	(263,893)
Less: Capital Projects (Project Budget)		
New Town Hall Construction Docs (75,600)	(45,820)	(41,620)
Critz Lane Realignment Construction (1,400,000)	(1,073,850)	(1,051,150)
Critz Lane Redesign (596,000)	(390,540)	(345,740)
Clayton Arnold / T. S. Rd E Intersection (38,750)	(17,000)	(17,000)
Parks (265,000)	(162,675)	(153,675)
Cash Available - General Fund	4,225,465	4,182,297
Wastewater Fund:		
Checking Account	89,387	93,258
Money Market Investment Accounts	2,295,275	2,445,275
Total Wastewater Fund Cash	2,384,662	2,538,533
Less: Lagoon Clean Out (Professional Fees) (445,000)	(25,420)	(25,420)
Less: Debt Principal Payments Due within 12 Months	(111,111)	(111,111)
Less: Capital Projects	-	-
Cash Available - Wastewater Fund	2,248,131	2,402,002
Total Cash Available	6,473,596	6,584,299

Note: 3Q17 Interfund settlement of \$100,000 from General Fund to Wastewater Fund.



**Town of Thompson's Station
General Fund Revenue Analysis
As of September 30, 2017**

**Year to Date
Budget versus Actual**

	August 2017	September 2017	Budget	% of Budget	Comment
General Government Revenues:					
31111 Real Property Tax Revenue	1,843	1,931	228,000	1%	
31310 Interest & Penalty Revenue	14	22	-		
31610 Local Sales Tax - Trustee	141,400	212,491	850,000	25%	
31710 Wholesale Beer Tax	17,924	27,331	100,000	27%	
31720 Wholesale Liquor Tax	2,013	3,248	6,000	54%	
31810 Adequate School Facilities Tax	8,584	22,269	65,000	34%	
31900 CATV Franchise Fee Income	6,702	6,702	15,000	45%	
32000 Beer Permits	24	24	500	5%	
32200 Building Permits	78,045	121,076	300,000	40%	
32230 Submittal & Review Fees	2,765	4,563	30,000	15%	
32245 Miscellaneous Fees	120	130	1,000	13%	
32260 Business Tax Revenue	2,183	4,950	75,000	7%	
33320 TVA Payments in Lieu of Taxes	-	-	30,000	0%	
33510 Local Sales Tax - State	38,889	67,891	330,000	21%	
33520 State Income Tax	-	-	100,000		
33530 State Beer Tax	-	-	1,000	0%	
33535 Mixed Drink Tax	1,347	2,058	12,000	17%	
33552 State Streets & Trans. Revenue	903	1,696	8,000	21%	
33553 SSA - Motor Fuel Tax	8,854	16,770	75,000	22%	
33554 SSA - 1989 Gas Tax	1,417	2,691	12,000	22%	
33555 SSA - 3 Cent Gas Tax	2,629	4,991	20,000	25%	
33556 SSA - 2017 Gas Tax	-	1,962	-		New Gas Tax
36120 Interest Earned - Invest. Accts	4,398	6,464	12,000	54%	
37746 Parks Revenue	6,427	9,619	15,000	64%	
37747 Parks Deposit Return	(600)	(1,300)	(5,000)	26%	
37990 Other Revenue	1,550	2,325	10,000	23%	
Total general government revenue	<u>327,430</u>	<u>519,904</u>	<u>2,290,500</u>		
Non-Operating Income:					
32300 Impact Fees	119,310	187,775	550,000	34%	
38000 Transfer from Reserves	-	-	4,301,331		
Total non-operating revenue	<u>119,310</u>	<u>187,775</u>	<u>4,851,331</u>		
Total revenue	<u>446,740</u>	<u>707,679</u>	<u>7,141,831</u>		



**Town of Thompson's Station
General Fund Revenue Analysis
As of September 30, 2017**

**Month to Month
Trend Analysis**

	August 2017	September 2017	Current Change	Comment
General Government Revenues:				
31111 Real Property Tax Revenue	190	88	(102)	
31310 Interest & Penalty Revenue	4	8	4	
31610 Local Sales Tax - Trustee	74,163	71,091	(3,072)	
31710 Wholesale Beer Tax	8,071	9,407	1,336	
31720 Wholesale Liquor Tax	1,071	1,235	164	
31810 Adequate School Facilities Tax	3,582	13,685	10,104	Population adj. (2 months)
31900 CATV Franchise Fee Income	3,132	-	(3,132)	
32000 Beer Permits	24	-	(24)	
32200 Building Permits	33,400	43,030	9,630	
32230 Submittal & Review Fees	1,100	1,798	698	
32242 Miscellaneous Fees	100	10	(90)	
32260 Business Tax Revenue	1,541	2,767	1,226	
33320 TVA Payments in Lieu of Taxes	-	-	-	
33510 Local Sales Tax - State	19,651	29,002	9,352	Population adjustment
33520 State Income Tax	-	-	-	
33530 State Beer Tax	-	-	-	
33535 Mixed Drink Tax	678	711	34	
33552 State Streets & Trans. Revenue	452	793	341	Population adjustment
33553 SSA - Motor Fuel Tax	4,586	7,916	3,330	Population adjustment
33554 SSA - 1989 Gas Tax	733	1,274	542	Population adjustment
33555 SSA - 3 Cent Gas Tax	1,360	2,361	1,002	Population adjustment
33556 SSA - 2017 Gas Tax	-	1,962	1,962	New Gas Tax
36120 Interest Earned - Invest. Accts	2,552	2,066	(485)	
37746 Parks Revenue	1,951	3,191	1,240	
37747 Parks Deposit Return	(100)	(700)	(600)	
37990 Other Revenue	775	775	-	
Total general government revenue	<u>159,015</u>	<u>192,473</u>	<u>33,458</u>	
Non-Operating Income:				
32300 Impact Fees	49,155	68,465	19,310	
38000 Transfer from Reserves	-	-	-	
Total non-operating revenue	<u>49,155</u>	<u>68,465</u>	<u>19,310</u>	
Total revenue	<u>208,170</u>	<u>260,938</u>	<u>52,768</u>	



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

**Year to Date
Actual versus Budget**

	August 2017	September 2017	Budget	% of Budget	Comment
General Government Expenditures:					
41110 Salaries	104,608	143,236	586,000	24%	
41141 FICA	6,467	8,856	38,250	23%	
41142 Medicare	1,513	2,071	8,500	24%	
41147 SUTA	172	172	4,000	4%	
41161 General Expenses	-	-	1,000	0%	
41211 Postage	52	160	1,000	16%	
41221 Printing, Forms & Photocopy	757	1,360	6,000	23%	
41231 Legal Notices	57	173	3,000	6%	
41235 Memberships & Subscriptions	2,282	2,297	3,700	62%	
41241 Utilities - Electricity	1,280	2,271	12,000	19%	
41242 Utilities - Water	193	327	2,500	13%	
41244 Utilities - Gas	84	168	2,000	8%	
41245 Telecommunications Expense	540	860	7,000	12%	
41252 Prof. Fees - Legal Fees	28,408	42,274	120,000	35%	
41253 Prof. Fees - Auditor	3,000	3,000	18,000	17%	
41254 Prof. Fees - Consulting Engineers	4,950	5,413	45,000	12%	
41259 Prof. Fees - Other	2,475	2,475	50,000	5%	
41264 Repairs & Maintenance - Vehicles	1,395	1,412	10,000	14%	
41265 Parks & Recreation Expense	2,033	17,928	40,000	45%	
41266 Repairs & Maintenance - Buildings	1,022	2,674	30,000	9%	
41268 Repairs & Maintenance - Roads	10,738	18,856	838,770	2%	
41269 SSA - Street Repair Expense	-	-	115,000	0%	
41270 Vehicle Fuel & Oil	906	2,212	15,000	15%	
41280 Travel	-	-	2,500	0%	
41285 Continuing Education	1,017	1,416	5,500	26%	
41289 Retirement	5,228	7,155	28,580	25%	
41291 Animal Control Services	3,919	3,919	4,000	98%	
41300 Economic Development	5,200	5,799	7,500	77%	
41311 Office Expense	3,378	4,643	40,000	12%	
41511 Insurance - Property	4,518	3,518	2,500	141%	
41512 Insurance - Workers Comp.	7,159	7,159	13,000	55%	
41513 Insurance - Liability	-	5,227	4,500	116%	
41514 Insurance - Medical	16,614	24,837	90,000	28%	
41515 Insurance - Auto	-	2,061	1,700	121%	
41516 Insurance - E & O	-	10,963	11,000	100%	
41551 Trustee Commission	6	7	6,000	0%	
41691 Bank Charges	-	-	2,000	0%	
41720 Donations	-	-	-	0%	
41800 Emergency Services	68,041	68,041	93,000	73%	
41899 Other Expenses	-	0	10,000	0%	
Total general government expenditures	288,012	402,942	2,278,500		
General government change in net position	39,419	116,962	12,000		
Non-Operating Expenditures:					
41940 Capital Projects	67,450	139,150	4,570,100	3%	
41942 Capital Projects - Grants	-	-	-	0%	
41944 Capital Projects - Parks	-	9,000	153,231	0%	
48000 Transfer to Reserves	91,279	29,786	-	0%	
49030 Capital Outlay Note Payment	-	126,801	140,000	91%	
Total non-operating expenditures	158,729	304,737	4,863,331		
Non-operating change in net position	(39,419)	(116,962)	(12,000)		
Total expenditures	446,741	707,679	7,141,831		
Change in Net Position	(0)	(0)	-		



Town of Thompson's Station
 General Fund Expenditure Analysis
 As of September 30, 2017

Month to Month
 Trend Analysis

	August 2017	September 2017	Current Change	Comment
General Government Expenditures:				
41110 Salaries	57,899	38,628	(19,271)	3 payrolls in August
41141 FICA	3,581	2,389	(1,192)	
41142 Medicare	838	559	(279)	
41147 SUTA	-	-	-	
41161 General Expenses	-	-	-	
41211 Postage	52	108	56	
41221 Printing, Forms & Photocopy	379	603	224	
41231 Legal Notices	57	116	60	
41235 Memberships & Subscriptions	1,438	15	(1,423)	
41241 Utilities - Electricity	457	991	534	
41242 Utilities - Water	-	134	134	
41244 Utilities - Gas	-	84	84	
41245 Telecommunications Expense	320	320	-	
41252 Prof. Fees - Legal Fees	12,663	13,866	1,203	
41253 Prof. Fees - Auditor	3,000	-	(3,000)	
41254 Prof. Fees - Consulting Engineers	4,950	463	(4,488)	
41259 Prof. Fees - Other	2,475	-	(2,475)	
41264 Repairs & Maintenance - Vehicles	1,395	17	(1,378)	
41265 Parks & Recreation Expense	1,533	15,895	14,363	Dog and Pony Show
41266 Repairs & Maintenance - Buildings	982	1,652	670	
41268 Repairs & Maintenance - Roads	9,166	8,119	(1,047)	
41269 SSA - Street Repair Expense	-	-	-	
41270 Vehicle Fuel & Oil	906	1,307	401	
41280 Travel	-	-	-	
41285 Continuing Education	912	399	(513)	
41289 Retirement	2,888	1,927	(961)	
41291 Animal Control Services	-	-	-	
41300 Economic Development	5,000	599	(4,401)	
41311 Office Expense	1,316	1,265	(51)	
41511 Insurance - Property	-	(1,000)	(1,000)	
41512 Insurance - Workers Comp.	-	-	-	
41513 Insurance - Liability	-	5,227	5,227	Paid annually
41514 Insurance - Medical	8,429	8,223	(206)	
41515 Insurance - Auto	-	2,061	2,061	Paid annually
41516 Insurance - E & O	-	10,963	10,963	Paid annually
41551 Trustee Commission	3	2	(1)	
41691 Bank Charges	-	-	-	
41720 Donations	-	-	-	
41800 Emergency Services	-	-	-	
41899 Other Expenses	-	0	0	
Total general government expenditures	120,638	114,930	(5,708)	
Non-Operating Expenditures:				
41940 Capital Projects	67,200	71,700	4,500	
41944 Captial Projects - Parks	-	9,000	9,000	Trail construction
48000 Transfer to Reserves	(224,362)	(61,493)	162,869	
49030 Capital Outlay Note Payment	-	126,801	126,801	Paid annually
Total non-operating expenditures	(157,162)	146,008	303,170	
Total expenditures	(36,524)	260,938	297,462	



Town of Thompson's Station
General Fund Capital Expenditures Report
Fiscal Year to Date as of September 30, 2017

Capital Projects - General Fund		YTD 2018	Current Budget	Pending Budget *
a	New Town Hall Design	0	0	0
a	New Town Hall Construction Documents	4,200	0	45,820
a	New Town Hall Construction	0	1,200,000	0
a	Critz Lane Realignment Construction	22,950	474,100	1,073,850
a	Critz Lane Redesign	112,000	396,000	390,540
a	Clayton Arnold / TS Road E. Intersection	0	0	17,000
a	Critz Lane Improvements	0	2,500,000	0
b	Grant Projects	0	0	0
c	Parks	9,000	153,231	162,675
Total Capital Improvements		148,150	4,723,331	1,689,885

* Reconciled with Cash Report

Capital Projects - General Fund	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018	May 2018	June 2018	YTD Total
a New Town Hall Design													-
a New Town Hall Construction Documents			4,200										4,200
a New Town Hall Construction													-
a Critz Lane Realignment Construction	250		22,700										22,950
a Critz Lane Redesign		67,200	44,800										112,000
a Clayton Arnold / TS Road E. Intersection													-
a Critz Lane Improvements													-
b Grant Projects													-
c Parks			9,000										9,000
Total Capital Improvements	250	67,200	80,700	-	-	-	-	-	-	-	-	-	148,150

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

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



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of September 30, 2017

Year to Date
Actual versus Budget

	<u>August 2017</u>	<u>September 2017</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
Revenues:					
3100 Wastewater Treatment Fees	165,722	239,836	925,000	26%	
3101 Septage Disposal Fees	1,350	2,300	10,000	23%	
3105 Late Payment Penalty	1,860	3,170	-	100%	
3109 Uncollectible Accounts	-	-	(5,000)	0%	
4009 Returned Check Charges	-	-	-	100%	
Total revenues	<u>168,931</u>	<u>245,307</u>	<u>930,000</u>		
Operating Expenses:					
Supply and Operations:					
4010 Payroll Expense	20,778	29,151	150,000	19%	
4210 Permits & Fees Expense	651	651	7,500	9%	
4220 Laboratory Water Testing	150	150	7,500	2%	
4230 Supplies Expense	1,352	2,583	5,000	52%	
4240 Repairs & Maint. Expense	998	1,559	82,000	2%	
4250 Postage, Freight & Express Chgs	912	1,480	6,000	25%	
4280 Billing Charges	1,038	1,928	12,000	16%	
4310 Utilities - Electric	13,093	22,028	100,000	22%	
4320 Utilities - Water	339	587	5,000	12%	
4350 Telecommunications			2,500	0%	
4390 Insurance Expense	19,808	20,491	21,000	98%	
4395 Insurance - Employee Medical	-	-	30,000	0%	
4400 Prof. Fees-Consulting Engineers	-	-	50,000	0%	
4420 Prof. Fees - Auditor	-	580	2,000	29%	
4490 Prof. Fees - Other	-	-	109,700	0%	
4710 Payroll Taxes - FICA	1,285	1,803	10,000	18%	
4720 Payroll Taxes - Medicare	301	422	2,200	19%	
4730 Payroll Taxes - SUTA	-	-	3,600	0%	
4789 Employee Retirement Expense	1,036	1,454	7,500	19%	
4800 Bank Charges	-	-	500	0%	
4900 Other Expense	-	-	1,000	0%	
Total supply and operations	<u>61,742</u>	<u>84,867</u>	<u>615,000</u>		
Depreciation					
4990 Depreciation Expense	<u>51,936</u>	<u>77,904</u>	<u>315,000</u>	<u>25%</u>	
Total operating expenses	<u>113,678</u>	<u>162,771</u>	<u>930,000</u>		
Operating result	55,253	82,535	-		
Non-Operating Income (Expense):					
3300 Tap Fees	90,252	150,379	550,000	27%	
3902 Interest Income - Invest Accts	1,382	2,080	5,000	42%	
4100 Capital Expenditures	-	(10,000)	(45,000)	22%	
4993 Loan Repayment-Franklin Synergy	-	-	-		
4994 Interest Expense	(2,703)	(4,049)	(15,000)	27%	
Total non-operating income	<u>88,932</u>	<u>138,409</u>	<u>495,000</u>		
Change in Net Position	<u>144,185</u>	<u>220,945</u>	<u>495,000</u>		



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of September 30, 2017

**Month to Month
Trend Analysis**

	<u>August 2017</u>	<u>September 2017</u>	<u>Current Change</u>	<u>Comment</u>
Revenues:				
3100 Wastewater Treatment Fees	79,457	74,115	(5,342)	
3101 Septage Disposal Fees	600	950	350	
3105 Late Payment Penalty	883	1,311	428	
3109 Uncollectible Accounts	-	-	-	
4009 Returned Check Charges	-	-	-	
Total revenues	<u>80,940</u>	<u>76,376</u>	<u>(4,564)</u>	
Operating Expenses:				
Supply and Operations:				
4010 Payroll Expense	12,464	8,372	(4,092)	3 payrolls in August
4210 Permits & Fees Expense	-	-	-	
4220 Laboratory Water Testing	150	-	(150)	
4230 Supplies Expense	1,352	1,231	(121)	
4240 Repairs & Maint. Expense	998	561	(437)	
4250 Postage, Freight & Express Chgs	456	568	112	
4280 Billing Charges	518	890	372	
4310 Utilities - Electric	7,633	8,934	1,301	
4320 Utilities - Water	62	248	186	
4390 Insurance Expense	-	-	-	
4400 Prof. Fees-Consulting Engineers	-	683	683	
4420 Prof. Fees - Auditor	-	-	-	
4490 Prof. Fees - Other	-	-	-	
4710 Payroll Taxes - FICA	771	580	(191)	
4720 Payroll Taxes - Medicare	180	-	(180)	
4730 Payroll Taxes - SUTA	-	518	518	
4789 Employee Retirement Expense	622	121	(501)	
4800 Bank Charges	-	-	-	
4900 Other Expense	-	418	418	
Total supply and operations	<u>25,207</u>	<u>23,125</u>	<u>(2,082)</u>	
Depreciation				
4990 Depreciation Expense	<u>25,968</u>	<u>25,968</u>	<u>-</u>	
Total operating expenses	<u>51,175</u>	<u>49,093</u>	<u>(2,082)</u>	
Operating result	29,765	27,283	(2,483)	
Non-Operating Income (Expense):				
3300 Tap Fees	32,626	60,126	27,500	# of building permit increase
3902 Interest Income - Invest Accts	704	698	(6)	
4100 Capital Expenditures	-	(10,000)	(10,000)	Land purchase deposit
4994 Interest Expense	(1,364)	(1,347)	17	
Total non-operating income	<u>31,967</u>	<u>49,477</u>	<u>17,511</u>	
Change in Net Position	<u>61,732</u>	<u>76,760</u>	<u>15,028</u>	