

**Town of Thompson's Station  
Board of Mayor and Aldermen  
Meeting Agenda  
October 11, 2016**

**Meeting Called To Order**

**Pledge Of Allegiance**

**Minutes-**

**Consideration Of The Minutes Of The September 13, 2016 Meeting.**

Documents:

[09062016 MINUTES.PDF](#)

**Public Comments-**

**Reports-**

**BOMA Report**

**Town Administrator Report**

Documents:

[TA REPORT 10112016A.PDF](#)  
[COST ESTIMATE FOR PARKS \(HFR\).PDF](#)  
[CRITZ\\_SURVEY\\_LETTER.PDF](#)

**Finance Report**

Documents:

[2016 10 BOMA FINANCE REPORT.PDF](#)

**Unfinished Business:**

**1. Second Reading And Public Hearing Of Ordinance 2016-014**

An Ordinance granting a franchise to Atmos Energy Corporation, for a period of Twenty (20) years for the distribution of natural gas within the Town of Thompson's Station, Williamson County, Tennessee.

Documents:

[ATMOS GAS FRANCHISE MEMO 2.PDF](#)  
[ORDINANCE 2016-014 ATMOS FRAN RENEWAL 10112016 JTM COMMENTS.PDF](#)  
[ATMOS ENERGY EXHIBIT.PDF](#)

**New Business:**

**2. Public Hearing And Resolution 2016-020**

A Resolution of the Town of Thompson's Station, Tennessee to amend Resolution No. 2015-013 and to ratify the Annexation of certain properties into the Town said properties being generally located North of St. Rt. -840

and North and South of West Harpeth Road and approval of the Plan of Services for said Annexation.

Documents:

[TWO FARMS ANNEXATION.PDF](#)  
[KEENAN ANNEXATION RESO 2016-020.PDF](#)  
[EXHIBIT A RESO 2016-020.PDF](#)  
[EXHIBIT B RESO 2016-020.PDF.PDF](#)

### **3. Public Hearing And Resolution 2016-022**

A Resolution of the Town of Thompson's Station, Tennessee calling for a Referendum to Annex certain properties into the Town and to approve a Plan of Services for said Properties being generally located North of the current Corporate limits of the Town and South of Coleman Road.

Documents:

[2016.09.25 BAKER ANNEXATION RESOLUTION.PDF](#)  
[EXHIBIT A POS RESO 2016-022.PDF](#)  
[EXHIBIT B RESO 2016-022.PDF](#)

### **Adjourn**

*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 13, 2016

**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 13, 2016 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brinton Davis; Alderman Sarah Benson; Alderman Graham Shepard; Alderman Brandon Bell; Town Administrator Joe Cosentini; Town Planner Wendy Deats; Town Finance Director Tammy Womack; Town Attorney Todd Moore and Town Clerk Jennifer Jones.

**Pledge of Allegiance.**

**Consideration of Minutes.** The minutes of the August 9, 2016 Regular Meeting were submitted with revisions as well as the August 18, 2016 Special Meeting

**Alderman Davis moved to accept the minutes of the August 9, 2016 Regular meeting as revised and the August 18, 2016 special meeting. The motion was seconded and carried unanimously.**

**Public Comments:**

None

**BOMA Reports.**

None

**Town Administrator's Report**

Mr. Cosentini gave a brief update on future developments. Roderick Place has submitted a plat for the Knoll Loop area. This development will still need to go before Planning Commission before they are approved for a site plan. TDOT bid the SIA project in August and the low bidder was LoJac; the project has an expected completion date of on or before Sept. 20, 2017 and they are supposed to involve the Town in the pre-construction meeting. Two Farms re-annexation will be pushed to a later date. The Pleasant Creek rezoning has been withdrawn by the applicant.

**Finance Report**

Mrs. Womack reviewed the financial reports.

**Unfinished Business:**

- 1. Public Hearing and Second Reading of Ordinance 2016-013 - an Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Land Development Ordinance to provide clarification related to residential uses.**

Mrs. Deats reviewed her report and noted the changes. The Planning Commission recommends that the Board of Mayor and Aldermen adopt the amendments to the Land Development Ordinance.

Public Comment: None

**After discussion, Alderman Davis made a motion to accept Second Reading of Ordinance 2016-013, an Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Land Development Ordinance to provide clarification related to residential uses. The motion was seconded and carried by all.**

- 2. Public Hearing and Second Reading of Ordinance 2016-014 – An Ordinance granting Atmos Energy Corporation, Its Successors and Assigns, a franchise to provide the Town of Thompson's Station, Williamson County, Tennessee, with natural gas service, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of the Town of Thompson's Station, Williamson County, Tennessee.**

Mr. Cosentini reviewed his report and recommended approval as amended.

Public Comment:

**Steve Styger – Atmos Energy** – Atmos made the changes that were agreed to at first reading on September 13<sup>th</sup>, 2016.

**After discussion, Alderman Davis made a motion to approve Ordinance 2016-014 An Ordinance granting Atmos Energy Corporation, Its Successors and Assigns, a franchise to provide the Town of Thompson's Station, Williamson County, Tennessee, with natural gas service, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of the Town of Thompson's Station, Williamson County, Tennessee for a 10 year period and a 5% franchise fee. The motion was seconded.**

**After further discussion, Alderman Davis amended his motion to accept Ordinance 2016-014 as submitted with the amendment to Article III, from two five (5) year terms to one ten (10) year term with a 5 percent fee based on the total revenue. The motion was seconded.**

**Alderman Bell then made a motion to postpone Ordinance 2016-014 An Ordinance granting Atmos Energy Corporation, Its Successors and Assigns, a franchise to provide the Town of Thompson's Station, Williamson County, Tennessee, with natural gas service, and the right to construct, maintain, and operate a system of gas mains and service pipes for the purpose of transmitting and distributing gas in, upon, across, along and under the highways, streets, avenues, roads, alleys, lanes, ways, utility easements, parkways and other public grounds of the Town of Thompson's Station, Williamson County, Tennessee until next month when further information is received about analysis regarding other franchise fee scenarios. The motion was seconded and carried by a vote of 4 to 1 with Alderman Shepard casting the opposing vote.**

**3. Wastewater – Whistlestop**

Mr. Cosentini reviewed his report and recommended that the applicant select an alternative SBR system or, as an alternative, submit a request to connect to the regional wastewater facility when adequate drip field has been acquired by the Town to accommodate our existing wastewater allocation and additional capacity is available to be allocated.

Mr. Josh Denton came forward to speak on behalf of the Whistle Stop development and request that the Board approve the current SBR system or, as an alternative, be allowed to connect to the regional wastewater facility. Bob Ramsay, the Whistle Stop engineer, also came forward to speak about the Sabre SBR system and other types of systems available.

**After discussion, Alderman Bell made a motion to ask applicant to select an alternate SBR system based on the comments by TDEC and the Staff investigation of the Sabre SBR system. The motion was seconded and approved by all.**

**New Business:**

**4. Resolution 2016-021 – A Resolution of the Town of Thompson’s Station, Tennessee to participate in The Pool’s James L. Richardson “Driver Safety” Matching Grant Program.**

**After discussion, Alderman Davis made a motion to approve Resolution 2016-021 – A Resolution of the Town of Thompson’s Station, Tennessee to participate in The Pool’s James L. Richardson “Driver Safety” Matching Grant Program. The motion was seconded and approved by all.**

**Adjourn**

There being no further business, the meeting was adjourned at 8:18 p.m.

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Corey Napier, Mayor

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Jennifer Jones, Town Recorder

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



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

**DATE:** October 4, 2016  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** TA Report 10/11/2016

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### **Non-Agenda Updates:**

#### Special Census:

Town Staff is in the process of planning a 2016 special census. The Town has added over 500 new residential structures since our last special census in 2013. The additional residential population has an effect on our State Shared Revenue amounts included in our annual budget. Shared revenue is collected by the State of Tennessee and redistributed based on population. These counts do not impact our existing tax rates. A proposed timeline is included below:

- October 12<sup>th</sup> – First notice mailed to residents and Special Census signage posted around Town. Online form will be active.
- November 14<sup>th</sup> – Second notice mailed to residents.
- January 3<sup>rd</sup> – Begin door to door outreach.
- March 1<sup>st</sup> – All census material due to field verification agency.
- June 1<sup>st</sup> – All material and field verification submitted to State Economic and Community Development Research Division.

#### Parks Capital Improvements:

As the Parks and Recreation Commission begin to finalize the master plan for Preservation Park, they would like the BOMA to consider allocating additional capital funding for the improvements. Currently, the Parks Commission has roughly \$26,000 of unencumbered funds remaining from their previous allocation in FY2016. Attached to this report are the basic cost estimates from HFR Design on proposed park improvements. The Parks Commission is requesting that an additional capital allocation be considered by the Board totaling \$165,000 to construct the unpaved pedestrian trail, the equestrian loop trail, a stone seat amphitheater, benches, and signage. The Town has unencumbered capital dollars available if the BOMA would like to approve the allocation.

#### Town Hall/Town Center:

We have received updated architectural/design drawings for the Town Hall, Community Center, and the Town Center area. Staff has met with our local design team to begin the process of creating construction documents and preparing a bid package using the updated information. The timing for the completion of these steps will likely be the end of the calendar year putting us on a bid/award schedule for early 2017 and construction beginning in the Spring.

#### Critz Lane:

The Town has executed the design contract with Barge Waggoner Sumner & Cannon (BWSC) for the design update to Critz Lane. BWSC will be surveying the area and have sent letters out to notify residents that they will be in the area. A copy of the mailing is attached. A similar letter will be sent to the residents at the intersection of Clayton Arnold Road and Thompson's Station Road East.

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

Wastewater:

First Response Environmental Group (FREG) is mobilizing at the Regional Facility and should begin processing the contents of Cell #1 this week. The timeframe for the completion is contingent on our ability to receive wastewater into Cell #2. We will evaluate the process once FREG is up and running and will report back to the BOMA when the information is available.

Smith Seckman Reid will have an updated bid package for the 8-acre drip site ready in the next few days. We will bid the project and anticipate having a bid award/contract approval ready for our November 8<sup>th</sup> BOMA meeting.

Noise Ordinance:

The Planning Commission mentioned during their meeting on September 27<sup>th</sup> that they would like the BOMA to consider adopting a noise ordinance. This was something that the Board considered in 2014, but did not adopt. The PC members are looking at options and will likely make a formal request in the coming months.

# 151775 - Preservation Park at Thompson's Station

10/3/2016

	Park Element	Unit	Unit Type	Cost/Unit	Total Cost
1	Education Center (~2,500sf, stone and wood construction, sidewalk connections)	1	LS	\$ 600,000.00	\$ 600,000.00
2a	Entrance Drive (22' wide asphalt drive)	1	LS	\$ 280,000.00	\$ 280,000.00
2b	Entrance Drive (22' wide asphalt drive, realigned option, not to be combined with 2a)	1	LS	\$ 325,000.00	\$ 325,000.00
3	Community Gardens		LS		By owner
4	Storage Building		LS		BY owner
5	Equestrian Arena		LS		By user
6	Paved Greenway Trail (10' wide asphalt trail, grading, drainage structures)	6700	LF	\$ 60.00	\$ 402,000.00
7	Amphitheater (stone seating for 70 people, grading, seeding)				
	Concrete foundation wall base	172	LF	\$ 68.00	\$ 11,696.00
	20" wide x 39" tall curved concrete seat wall w/ stone veneer	172	LF	\$ 135.00	\$ 23,220.00
	24"x3" thick Stone Wall Coping	172	LF	\$ 72.00	\$ 12,384.00
	Grading	1	LS		\$ -
	Seeding	1	LS		\$ -
8	Cross Country Schooling Area		LS		By user
9	Unpaved Pedestrian Trail				
	Mowed Trail Section		LS		By Owner
	Mechanically cleared and grubbed section	8500	LF	\$ 3.75	\$ 31,875.00
	Mulch Surface Coating	8500	LF	\$ 2.00	\$ 17,000.00
10	Picnic tables	10	EA	\$ 1,200.00	\$ 12,000.00
	Trash Receptacles	4	EA	\$ 900.00	\$ 3,600.00



11	Mowed Trail		LF		By Owner
12	Equestrian Loop Trail				
	Mowed equestrian trail		LS		By Owner
	Mechanically cleared and grubbed section	4800	LF	\$ 3.75	\$ 18,000.00
14	Lookout Tower	*	LS		*
15	Canopy Walk	*	LS		*
16	Pond Improvements (draining, clearing vegetation, replanting, 3 benches, boardwalk)	1	LS	\$ 75,000.00	\$ 75,000.00
17	Barn Improvements	**	LS		**
18	Education Signage	6	EA	\$ 1,500.00	\$ 9,000.00
19	Stone Bench	10	EA	\$ 1,500.00	\$ 15,000.00
20	Directional Signage	16	EA	\$ 500.00	\$ 8,000.00
21	General Tree Planting	1	LS	\$ 15,000.00	\$ 15,000.00
22	Entrance Signage	1	LS	\$ 3,500.00	\$ 3,500.00
23	Entrance Lighting	1	LS	\$ 1,500.00	\$ 1,500.00
24	General Seeding	1	LS	\$ 8,000.00	\$ 8,000.00
25	Wildflower Meadows	18000	SF		\$ -

\* NOTE: Cost Estimates for these items will be determined when site specific design can be provided.

\*\* NOTE: Structural analysis must be completed prior to barn improvements being known and budgeted.

<b>Total</b>	<b>\$ 1,871,775.00</b>
<b>With 15% Contingency</b>	<b>\$ 2,152,541.25</b>



September 2016

**Re: Critz Lane Improvements Project  
(from near US 31 to near US 431)**

**Project Information and Field Survey Access**

Dear Critz Lane Corridor Property/Business Owner:

The Town of Thompson's Station recently retained Barge, Waggoner, Sumner, and Cannon, Inc. (BWSC) for the design phase of the Critz Lane Improvements Project. The project's general proposed project scope of work involves:

- Providing a modern roundabout at Critz Lane and Clayton Arnold Road;
- Providing a modern roundabout at Critz Lane and Pantall Road;
- Providing a multi-use path from the western terminus of the project to Pantall Road;
- Widening Critz Lane to 11' lanes and 4' shoulders;
- Providing auxiliary turn lanes where appropriate such as at the access to Westerhaven Way and to Sporting Hill Bridge Road.
- Applying traffic calming techniques and applications will also be evaluated and explored for the corridor.
- Correcting vertical geometric deficiencies along the roadway.

We are at the initial phase of a one year estimated design schedule, which includes:

1. Preliminary field surveys and environmental studies, starting in October 2016;
2. Public Meeting Winter 2017 ;
3. Design, Permitting and Right of Way acquisition, mid-end 2017;
4. And finally, construction contract bidding and award around early 2018.

For additional project information, please contact Town Administrator, Joe Cosentini at (615) 794-4333.



Page | 2  
Critz Lane  
September 2016

BWSC survey crews and personnel will begin field topographic surveys and data collection within the project area, in order to collect the most complete and current information possible for project design and permitting purposes. This will also include investigation of property lines and underground and overhead utilities. As part of this data collection process, BWSC personnel and survey crews may need to access your property along the project corridor. We appreciate your cooperation in this effort. The surveyors will attempt to contact you personally prior to entering your property. If there are specific times during the work week we should avoid, please let us know. Our employees are to respect you and your property to the highest degree.

The information gathered from these studies will also be integral to the project final design. This information will be used to determine potential impacts to wetlands, streams, hazardous materials, cultural resources, and other environmentally sensitive areas. Any assistance locating known environmental or historic concerns within or near Critz Lane is helpful.

Again, your patience and understanding is greatly appreciated.

Sincerely,

Jack Kimbrough, Jr. P.E.  
Project Manager  
Barge, Waggoner, Sumner and Cannon, Inc.  
[Jack.Kimbrough@bwsc.net](mailto:Jack.Kimbrough@bwsc.net)  
931-205-1236



**Town of Thompson's Station  
Cash Balance Report  
As of September 30, 2016**

	<u>July 2016</u>	<u>August 2016</u>	<u>September 2016</u>
<b>General Fund:</b>			
Checking Account	224,474	183,163	126,650
Money Market Investment Accounts	6,472,779	6,624,015	6,124,843
Total General Fund Cash	<u>6,697,253</u>	<u>6,807,178</u>	<u>6,251,494</u>
Less: Developer Cash Bonds Held	(474,800)	(474,800)	(424,800)
Less: County Privilege Tax Held	(79,108)	(69,950)	(42,168)
Less: County Mixed Drink Tax Payable	(1,409)	(1,041)	(1,041)
Less: Capital Projects ( <a href="#">Original Allocation</a> )			
Greenway Trail ( <a href="#">850,000</a> )	(822,433)	(822,433)	(526,682)
State Industrial Access at MARS ( <a href="#">280,000</a> )	(100)	(100)	(100)
Parks ( <a href="#">100,000</a> )	(65,283)	(62,478)	(60,258)
Community Center Design ( <a href="#">25,000</a> )	(12,200)	(12,200)	(12,200)
Town Center ( <a href="#">350,000</a> )	(350,000)	(350,000)	(350,000)
Critz Lane Design ( <a href="#">50,000</a> )	(46,825)	(46,825)	(46,825)
Miscellaneous ( <a href="#">25,000</a> )	(22,587)	(22,587)	(22,587)
Cash Available - General Fund	<u>4,822,507</u>	<u>4,944,763</u>	<u>4,764,833</u>
<b>Wastewater Fund:</b>			
Checking Account	199,191	102,149	145,062
Money Market Investment Accounts	2,264,329	2,364,697	2,365,064
Total Wastewater Fund Cash	<u>2,463,521</u>	<u>2,466,845</u>	<u>2,510,126</u>
Cash Available - Wastewater Fund	<u>2,463,521</u>	<u>2,466,845</u>	<u>2,510,126</u>
<b>Total Cash Available</b>	<u><u>7,286,028</u></u>	<u><u>7,411,608</u></u>	<u><u>7,274,959</u></u>



**Town of Thompson's Station  
General Fund Revenue Analysis  
As of September 30, 2016**

**Year to Date  
Actual versus Budget**

	<u>August 2016</u>	<u>September 2016</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
31111 Real Property Tax Revenue	646	2,341	150,000	2%	
31310 Interest & Penalty Revenue	34	47	-		
31610 Local Sales Tax - Trustee	138,992	203,739	700,000	29%	
31710 Wholesale Beer Tax	18,950	28,291	100,000	28%	
31720 Wholesale Liquor Tax	520	633	-		
31810 City Portion of County Priv Tax	6,579	10,085	35,000	29%	
31900 CATV Franchise Fee Income	3,632	3,632	12,000	30%	
32000 Beer Permits	-	-	500	0%	
32200 Building Permits	50,835	66,615	396,000	17%	
32230 Submittal & Review Fees	13,781	8,973	30,000	30%	
32242 Miscellaneous Fees	30	60	105	57%	
32260 Business Tax Revenue	3,176	7,043	75,000	9%	
32300 Impact Fees	73,316	94,400	742,500	13%	
33320 TVA Payments in Lieu of Taxes	-	-	29,000	0%	
33510 Local Sales Tax - State	37,823	54,214	170,000	32%	
33520 State Income Tax	-	-	100,000	0%	July receipt for FY16
33530 State Beer Tax	-	-	1,000	0%	
33535 Mixed Drink Tax	2,450	3,491	4,000	87%	
33552 State Streets & Trans. Revenue	909	1,360	5,500	25%	
33553 SSA - Motor Fuel Tax	9,181	13,376	48,000	28%	
33554 SSA - 1989 Gas Tax	1,481	2,168	7,700	28%	
33555 SSA - 3 Cent Gas Tax	2,749	4,024	14,300	28%	
33725 Greenways & Trails Grant	-	-	599,000	0%	\$237K request to TDOT
36120 Interest Earned - Invest. Accts	2,409	3,238	7,500	43%	
37746 Pavilion & Comm. Ctr. Rental	1,284	2,034	10,000	20%	
37747 Pavilion Comm. Ctr Dep Refund	(800)	(1,500)	(6,000)	25%	
37990 Other Revenue	1,200	2,558	-		
39999 Budgeted Fund Balance - GF	-	-	-		
<b>Total Revenue</b>	<u>369,177</u>	<u>510,822</u>	<u>3,231,105</u>		



Town of Thompson's Station  
 General Fund Revenue Analysis  
 As of September 30, 2016

Month to Month  
 Trend Analysis

	August 2016	September 2016	Current Change	Comment
31111 Real Property Tax Revenue	119	1,695	1,576	
31310 Interest & Penalty Revenue	9	13	4	
31610 Local Sales Tax - Trustee	70,084	64,747	(5,337)	
31710 Wholesale Beer Tax	10,058	9,341	(717)	
31720 Wholesale Liquor Tax	276	113	(163)	
31810 City Portion of County Priv Tax	2,871	3,506	635	
31900 CATV Franchise Fee Income	3,154	-	(3,154)	
32000 Beer Permits	-	-	-	
32200 Building Permits	25,049	15,780	(9,269)	
32230 Submittal & Review Fees	11,402	(4,808)	(16,210)	
32242 Miscellaneous Fees	10	30	20	
32260 Business Tax Revenue	2,695	3,867	1,172	
32300 Impact Fees	34,975	21,084	(13,891)	
33320 TVA Payments in Lieu of Taxes	-	-	-	
33510 Local Sales Tax - State	19,753	16,391	(3,362)	
33520 State Income Tax	-	-	-	
33530 State Beer Tax	-	-	-	
33535 Mixed Drink Tax	1,041	1,041	-	
33552 State Streets & Trans. Revenue	454	451	(3)	
33553 SSA - Motor Fuel Tax	4,741	4,195	(546)	
33554 SSA - 1989 Gas Tax	761	687	(74)	
33555 SSA - 3 Cent Gas Tax	1,413	1,275	(138)	
33725 Greenways & Trails Grant	-	-	-	
36120 Interest Earned - Invest. Accts	1,236	829	(407)	
37746 Pavilion & Comm. Ctr. Rental	1,134	750	(384)	
37747 Pavilion Comm. Ctr Dep Refund	(200)	(700)	(500)	
37990 Other Revenue	250	1,358	1,108	
39999 Budgeted Fund Balance - GF	-	-	-	
<b>Total Revenue</b>	<b>191,285</b>	<b>141,645</b>	<b>(49,640)</b>	



**Town of Thompson's Station  
General Fund Expenditure Analysis  
As of September 30, 2016**

**Year to Date  
Actual versus Budget**

	<b>September 2016</b>	<b>Budget</b>	<b>% of Budget</b>	<b>Comment</b>
<b><u>BOMA</u></b>				
41110 Salaries	6,285	30,000	21%	
41141 FICA	391	2,000	20%	
41142 Medicare	91	500	18%	
41147 SUTA	150	300	50%	
41161 General Expenses	-	1,000	0%	
<b>TOTAL BOMA</b>	<b>6,917</b>	<b>33,800</b>		
<b><u>Town Administration</u></b>				
41110 Salaries	37,144	140,000	27%	
41141 FICA	2,299	9,000	26%	
41142 Medicare	538	2,000	27%	
41147 SUTA	3	1,000	0%	
41235 Memberships & Subscriptions	976	1200	80%	
41280 Travel	29	1500	2%	
41285 Continuing Education	275	500	0%	
41289 Retirement	1,854	7000	26%	
<b>TOTAL Town Administration</b>	<b>43,118</b>	<b>162,200</b>		
<b><u>Finance</u></b>				
41110 Salaries	20,067	110,000	18%	
41141 FICA	1,242	7,000	18%	
41142 Medicare	291	1,500	19%	
41147 SUTA	1	1,000	0%	
41235 Memberships & Subscriptions	140	500	0%	
41253 Prof. Fees - Auditor	2,500	13,500	0%	
41280 Travel	149	500	0%	
41285 Continuing Education	505	1,000	0%	
41289 Retirement	1,277	5,500	23%	
41551 Trustee Commission	48	3,000	2%	
41691 Bank Charges	66	2,000	0%	
<b>TOTAL Finance</b>	<b>26,286</b>	<b>145,500</b>		
<b><u>Planning &amp; Zoning</u></b>				
41110 Salaries	18,377	115,000	16%	
41141 FICA	1,135	7,500	15%	
41142 Medicare	265	1,800	15%	
41147 SUTA	13	800	2%	
41230 Recording & Filing Fees	-	1,000	0%	
41231 Legal Notices	393	3,000	0%	
41235 Memberships & Subscriptions	140	500	0%	
41254 Prof. Fees - Consulting Engineers	14,888	40,000	37%	
41280 Travel	-	500	0%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	890	5,750	15%	
<b>TOTAL Planning &amp; Zoning</b>	<b>36,101</b>	<b>176,850</b>		



**Town of Thompson's Station  
General Fund Expenditure Analysis  
As of September 30, 2016**

**Year to Date  
Actual versus Budget**

	<b>September 2016</b>	<b>Budget</b>	<b>% of Budget</b>	<b>Comment</b>
<b><u>Building &amp; Codes Enforcement</u></b>				
41110 Salaries	18,849	135,000	14%	
41141 FICA	1,165	8,500	14%	
41142 Medicare	272	2,000	14%	
41147 SUTA	1	1,000	0%	
41235 Memberships & Subscriptions	190	500	0%	
41285 Continuing Education	180	1,000	18%	
41289 Retirement	917	6,750	14%	
<b>TOTAL Building &amp; Codes Enforcement</b>	<b>21,574</b>			
<b><u>Streets &amp; Maintenance</u></b>				
41110 Salaries	25,011	95,000	26%	
41141 FICA	1,545	6,000	26%	
41142 Medicare	361	1,500	24%	
41147 SUTA	2	1,000	0%	
41235 Memberships & Subscriptions	140	500	0%	
41264 Repairs & Maintenance - Vehicles	249	10,000	0%	
41266 Repairs & Maintenance - Buildings	3,096	30,000	10%	
41268 Repairs & Maintenance - Roads	9,957	291,005	3%	
41269 SSA - Street Repair Expense	-	70,000	0%	
41270 Vehicle Fuel & Oil	1,719	15,000	0%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	1,334	4,750	28%	
<b>TOTAL Streets &amp; Maintenance</b>	<b>43,414</b>	<b>525,755</b>		
<b><u>Information Technology</u></b>				
41110 Salaries	11,574	45,000	26%	
41141 FICA	716	3,000	24%	
41142 Medicare	167	700	24%	
41147 SUTA	1	500	0%	
41235 Memberships & Subscriptions	140	500	0%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	488	2,250	22%	
<b>TOTAL Information Technology</b>	<b>13,086</b>	<b>52,950</b>		
<b><u>Town Hall</u></b>				
41211 Postage	307	1,000	31%	
41221 Printing, Forms & Photocopy	1,253	6,000	21%	
41241 Utilities - Electricity	1,799	14,000	13%	
41242 Utilities - Water	624	2,300	27%	
41244 Utilities - Gas	227	2,000	24%	
41245 Telecommunications Expense	1,061	4,500	24%	
41259 Prof. Fees - Other	5,000	50,000	10%	
41300 Economic Development	6,267	7,500	84%	
41311 Office Expense	5,625	15,000	38%	
41511 Insurance - Property	2,474	2,800	88%	
41512 Insurance - Workers Comp.	7,266	14,600	50%	
41513 Insurance - Liability	4,298	4,500	96%	
41514 Insurance - Medical	25,966	100,000	26%	
41515 Insurance - Auto	1,620	2,300	70%	
41516 Insurance - E & O	10,695	12,000	89%	
41720 Donations	87,359	100,000	87%	
41899 Other Expenses	2,395	10,000	24%	
49030 Capital Outlay Note Payment	128,444	160,000	80%	
<b>TOTAL Town Hall</b>	<b>292,680</b>	<b>508,500</b>		





**Town of Thompson's Station  
General Fund Expenditure Analysis  
As of September 30, 2016**

**Year to Date  
Actual versus Budget**

	<b>September 2016</b>	<b>Budget</b>	<b>% of Budget</b>	<b>Comment</b>
<u>Legal</u>				
41252 Prof. Fees - Legal Fees	23,736	100,000	24%	
41255 Prof. Fees - Municipal Court	-	6,000	0%	
<b>TOTAL Legal</b>	<b>23,736</b>	<b>106,000</b>		
<u>Parks &amp; Recreation</u>				
41265 Parks & Recreation Expense	3,894	20,000	19%	
<b>TOTAL Parks &amp; Recreation</b>	<b>3,894</b>			
<u>Animal Control</u>				
41291 Animal Control Services	-	3,300	0%	
<b>TOTAL Animal Control</b>	<b>-</b>			
<u>Transfers</u>				
41940 Transfer to Capital	301,277	1,341,500	22%	
<b>TOTAL Transfers</b>	<b>301,277</b>			
<u>Combined Total</u>				
41110 Salaries	137,307	670,000	20%	
41141 FICA	8,493	43,000	20%	
41142 Medicare	1,985	10,000	20%	
41147 SUTA	171	5,600	3%	
41161 General Expenses	-	1,000	0%	
41211 Postage	307	1,000	31%	
41221 Printing, Forms & Photocopy	1,253	6,000	21%	
41230 Recording & Filing Fees	-	1,000	0%	
41231 Legal Notices	393	3,000	13%	
41235 Memberships & Subscriptions	1,710	3,700	46%	
41241 Utilities - Electricity	1,799	14,000	13%	
41242 Utilities - Water	624	2,300	27%	
41244 Utilities - Gas	227	2,000	11%	
41245 Telecommunications Expense	1,061	4,500	24%	
41252 Prof. Fees - Legal Fees	23,736	100,000	24%	
41253 Prof. Fees - Auditor	2,500	13,500	19%	
41254 Prof. Fees - Consulting Engineers	14,888	40,000	37%	
41255 Prof. Fees - Municipal Court	-	6,000	0%	
41259 Prof. Fees - Other	5,000	50,000	10%	
41264 Repairs & Maintenance - Vehicles	249	10,000	2%	
41265 Parks & Recreation Expense	4,250	20,000	21%	
41266 Repairs & Maintenance - Buildings	3,096	30,000	10%	
41268 Repairs & Maintenance - Roads	9,957	291,005	3%	
41269 SSA - Street Repair Expense	-	70,000	0%	
41270 Vehicle Fuel & Oil	1,719	15,000	11%	
41280 Travel	178	2,500	7%	
41285 Continuing Education	960	5,500	17%	
41289 Retirement	6,760	32,000	21%	
41291 Animal Control Services	-	3,300	0%	
41300 Economic Development	6,267	7,500	84%	
41311 Office Expense	5,625	15,000	38%	
41511 Insurance - Property	2,474	2,800	88%	
41512 Insurance - Workers Comp.	7,266	14,600	50%	
41513 Insurance - Liability	4,298	4,500	96%	
41514 Insurance - Medical	25,924	100,000	26%	
41515 Insurance - Auto	1,620	2,300	70%	
41516 Insurance - E & O	10,695	12,000	89%	
41551 Trustee Commission	48	3,000	2%	
41691 Bank Charges	66	2,000	3%	



Town of Thompson's Station  
 General Fund Expenditure Analysis  
 As of September 30, 2016

Year to Date  
 Actual versus Budget

	<u>September</u> <u>2016</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Comment</u>
<u>Combined Total Con't</u>				
41720 Donations	87,359	100,000	87%	
41899 Other Expenses	2,395	10,000	24%	
41940 Transfer to Capital	301,277	1,341,500	22%	
49030 Capital Outlay Note Payment	128,444	160,000	80%	
<b>TOTAL</b>	<b>812,381</b>	<b>3,231,105</b>		
 <b>NET INCOME</b>	 <b>(301,559)</b>	 <b>-</b>		



**Town of Thompson's Station  
General Fund Expenditure Analysis  
As of September 30, 2016**

**Month to Month  
Trend Analysis**

	<b>August 2016</b>	<b>September 2016</b>	<b>Current Change</b>	<b>Comment</b>
<b>Combined Total</b>				
41110 Salaries	37,097	56,143	19,046	Three paydays in September
41141 FICA	2,295	3,476	1,181	
41142 Medicare	538	810	272	
41147 SUTA	-	4	4	
41161 General Expenses	-	-	-	
41211 Postage	205	55	(150)	
41221 Printing, Forms & Photocopy	497	378	(119)	
41230 Recording & Filing Fees	-	-	-	
41231 Legal Notices	65	328	263	
41235 Memberships & Subscriptions	843	14	(829)	
41241 Utilities - Electricity	871	928	57	
41242 Utilities - Water	329	295	(34)	
41244 Utilities - Gas	75	76	1	
41245 Telecommunications Expense	321	540	219	
41252 Prof. Fees - Legal Fees	9,420	14,316	4,896	
41253 Prof. Fees - Auditor	2,500	-	(2,500)	
41254 Prof. Fees - Consulting Engineers	-	7,830	7,830	
41255 Prof. Fees - Municipal Court	-	-	-	
41259 Prof. Fees - Other	3,000	-	(3,000)	
41264 Repairs & Maintenance - Vehicles	209	40	(169)	
41265 Parks & Recreation Expense	1,222	2,209	987	
41266 Repairs & Maintenance - Buildings	1,350	1,318	(32)	
41268 Repairs & Maintenance - Roads	5,822	2,120	(3,702)	
41269 SSA - Street Repair Expense	-	-	-	
41270 Vehicle Fuel & Oil	724	995	271	
41280 Travel	149	-	(149)	
41285 Continuing Education	175	670	495	
41289 Retirement	1,851	2,788	937	
41291 Animal Control Services	-	-	-	
41300 Economic Development	5,000	599	(4,401)	
41311 Office Expense	1,960	3,185	1,225	
41511 Insurance - Property	-	(85)	(85)	
41512 Insurance - Workers Comp.	-	(667)	(667)	
41513 Insurance - Liability	-	(148)	(148)	
41514 Insurance - Medical	8,644	8,637	(7)	
41515 Insurance - Auto	-	(56)	(56)	
41516 Insurance - E & O	-	-	-	
41551 Trustee Commission	-	37	37	
41691 Bank Charges	-	66	66	
41720 Donations	-	87,359	87,359	Sheriff, TSCA
41899 Other Expenses	1,416	957	(459)	
41940 Transfer to Capital	2,805	297,972	295,167	Trail, Park Master Plan
49030 Capital Outlay Note Payment	-	128,444	128,444	Paid annually
<b>TOTAL</b>	<b>89,383</b>	<b>621,633</b>	<b>532,250</b>	



**Town of Thompson's Station**  
**Wastewater Fund Revenue and Expense Analysis**  
**As of September 30, 2016**

**Year to Date**  
**Actual versus Budget**

	<b>August 2016</b>	<b>September 2016</b>	<b>Budget</b>	<b>% of Budget</b>	<b>Comment</b>
<b>Revenue</b>					
3100 Wastewater Treatment Fees	145,835	215,712	550,000	39%	
3101 Septage Disposal Fees	1,700	1,700	10,000	17%	
3105 Late Payment Penalty	3,022	4,867	-	100%	
3109 Uncollectible Accounts	-	-	(5,000)	0%	
3300 Tap Fees	506,152	521,279	687,500	76%	
3902 Interest Income - Invest Accts	665	1,033	500	207%	
4009 Returned Check Charges	35	35	-	100%	
<b>TOTAL REVENUE</b>	<b>657,410</b>	<b>744,627</b>	<b>1,243,000</b>		
<b>Expense</b>					
4010 Payroll Expense	15,669	27,420	110,000	25%	
4100 Capital Expenditures	16,608	16,608	328,500	5%	
4150 WW Infrastructure Installed	-	-	25,000	0%	
4210 Permits & Fees Expense	-	-	10,000	0%	
4220 Laboratory Water Testing	750	1,350	12,000	11%	
4230 Supplies Expense	295	295	7,500	4%	
4240 Repairs & Maint. Expense	29,733	31,404	82,000	38%	
4250 Fuel & Oil Expensese	-	456	4,000	11%	
4280 Billing Charges	912	991	16,000	6%	
4310 Utilities - Electric	9,610	19,949	100,000	20%	
4320 Utilities - Water	682	1,378	2,500	55%	
4390 Insurance Expense	20,975	20,278	20,000	101%	
4400 Prof. Fees-Consulting Engineers	-	3,125	75,000	4%	
4420 Prof. Fees - Auditor	-	-	2,000	0%	
4490 Prof. Fees - Other	-	1,733	10,000	17%	
4710 Payroll Taxes - FICA	969	1,696	7,000	24%	
4720 Payroll Taxes - Medicare	227	397	2,000	20%	
4730 Payroll Taxes - SUTA	1	2	1,000	0%	
4789 Employee Retirement Expense	782	1,368	6,000	23%	
4800 Bank Charges	13	33	500	7%	
4900 Other Expense	520	520	1,000	52%	
4990 Depreciation Expense	45,834	68,751	275,000	25%	
4993 Loan Repayment-Franklin Synergy	18,519	27,778			
4994 Interest Expense	3,166	4,748	22,000	22%	
4995 Interest Expense - Interfund Loan	-	-	12,000	0%	
<b>TOTAL EXPENSE</b>	<b>165,264</b>	<b>230,279</b>	<b>1,131,000</b>		
<b>NET INCOME</b>	<b>492,146</b>	<b>514,348</b>	<b>112,000</b>		



**Town of Thompson's Station**  
**Wastewater Fund Revenue and Expense Analysis**  
**As of September 30, 2016**

**Month to Month  
Trend Analysis**

	<u>August 2016</u>	<u>September 2016</u>	<u>Current Change</u>	<u>Comment</u>
<b>Revenue</b>				
3100 Wastewater Treatment Fees	74,082	69,877	(4,205)	
3101 Septage Disposal Fees	1,700	-	(1,700)	
3105 Late Payment Penalty	1,672	1,845	173	
3109 Uncollectible Accounts	-	-	-	
3300 Tap Fees	30,126	15,126	(15,000)	
3902 Interest Income - Invest Accts	367	368	1	
4009 Returned Check Charges	-	-	-	
<b>TOTAL REVENUE</b>	<b>107,947</b>	<b>87,216</b>	<b>(20,731)</b>	
<b>Expense</b>				
4010 Payroll Expense	11,752	11,751	(1)	
4100 Capital Expenditures	16,608	-	(16,608)	
4150 WW Infrastructure Installed	-	-	-	
4210 Permits & Fees Expense	-	-	-	
4220 Laboratory Water Testing	750	600	(150)	
4230 Supplies Expense	295	-	(295)	
4240 Repairs & Maint. Expense	29,733	1,671	(28,062)	
4250 Fuel & Oil Expensese	-	456	456	
4280 Billing Charges	489	79	(410)	
4310 Utilities - Electric	9,610	10,339	729	
4320 Utilities - Water	391	696	305	
4390 Insurance Expense	-	(697)	(697)	
4400 Prof. Fees-Consulting Engineers	-	3,125	3,125	
4420 Prof. Fees - Auditor	-	-	-	
4490 Prof. Fees - Other	-	1,733	1,733	
4710 Payroll Taxes - FICA	727	727	-	
4720 Payroll Taxes - Medicare	170	170	-	
4730 Payroll Taxes - SUTA	1	1	-	
4789 Employee Retirement Expense	587	586	(1)	
4800 Bank Charges	-	20	20	
4900 Other Expense	-	-	-	
4990 Depreciation Expense	22,917	22,917	-	
4993 Loan Repayment-Franklin Synergy	9,260	9,259	(1)	
4994 Interest Expense	1,600	1,582	(18)	
4995 Interest Expense - Interfund Loan	-	-	-	
<b>TOTAL EXPENSE</b>	<b>104,890</b>	<b>65,015</b>	<b>(39,875)</b>	
<b>NET INCOME</b>	<b>3,057</b>	<b>22,201</b>	<b>19,144</b>	

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Thompson's Station, TN 37179

## MEMO

**DATE:** October 4, 2016  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** Atmos Energy Franchise renewal

---

The Board of Mayor and Aldermen voted to delay the second reading the proposed Atmos Energy franchise agreement until additional information could be presented regarding the impact of a potential franchise fee. Town staff has met with representatives of Atmos who have submitted the attached information. The projected franchise fee revenue was calculated using an average of the last 12 months of total revenue, volume consumed, and customer counts. These are further broken down into three categories (Commercial, Residential, and Residential with Commercial tax).

The proposed ordinance has been amended to reflect option #2 in the attachment. This would be an overall 20-year agreement (10-year initial term and two 5-year renewals) with a phase in approach as follows to the franchise fee:

- Year 1-10, 2%
- Year 11-15, 3.5%
- Year 16-20, 5%

The option for using a volume based fee as opposed to the revenue based approach presented was considered. The difference being that a cent(s) per CCF (100 cubic feet) would be applied to the amount of gas consumed by each customer as opposed to a flat percentage of the customer's bill. Either option is available, but the franchise fee revenue would be similar.

Regardless of the structure of the fee, the franchise agreement will be subject to approval of the Tennessee Regulatory Agency.

### **BOMA Action:**

**Approve second reading of Ordinance 2016-014 granting a franchise to Atmos Energy Company Corp.**

**ORDINANCE NO. 2016-014**

**AN ORDINANCE GRANTING A FRANCHISE TO ATMOS ENERGY CORPORATION, FOR PERIOD OF TWENTY (20) YEARS FOR THE DISTRIBUTION OF NATURAL GAS WITHIN THE TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE.**

**BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, WILLIAMSON COUNTY, TENNESSEE:**

**Article I**

**DEFINITIONS:**

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) *"Agency"* refers to and is the Tennessee Regulatory Authority the state utility regulatory agency having jurisdiction over the rates, services and operations of Grantee within the State of Tennessee or other administrative or regulatory authority succeeding to the regulatory powers of the Agency.
- (B) *"Council" or "City Council"* refers to and is the governing body of the Town of Thompson's Station.
- (C) *"City"* refers to and is the Town of Thompson's Station, Williamson County, Tennessee, and includes to territory as currently is or may in the future be included within the boundaries of the Town of Thompson's Station.
- (D) *"Force Majeure"* shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.
- (E) *"Franchise"* shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.
- (F) *"Grantee"* shall mean Atmos Energy Corporation.

(G) *"Grantor"* shall mean the Town of Thompson's Station, Tennessee.

(H) *"Public Right-of-Way"* shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor's geographical limits or boundaries established by applicable law.

(I) *"Revenues"* shall mean all sums Grantee receives from its Customers within Grantor's geographical limits for the retail sale of gas under rates authorized by the Agency and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, master sets, non-sufficient funds, late fees and interest, which are related to but are not part of the actual retail sale of gas.

(J) *"System"* shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

## **Article II**

### **GRANT OF FRANCHISE:**

(A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Commission, if any such approval is required.

(B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein.



Additionally, it is agreed that any such new/additional grantee shall have no right to use any portion of the System without Grantee's written consent.

### **Article III**

#### **TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:**

(A) The term of this franchise shall be for an initial term of ten (10) years from and after its passage and approval; provided, this franchise and all rights and privileges herein provided shall be extended for two (2) successive periods of five (5) years unless the Grantor by notice given to the grantee by Ordinance duly enacted and approved at least three (3) months before the end of such initial term shall declare such termination effective.

(B) The franchise created hereby shall become effective upon its final passage and approval by the City, in accordance with applicable laws and regulations, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of Ordinance 91-004 are superseded by the terms and conditions hereof.

(D) On the expiration of this franchise, in the event the same is not renewed, or on the termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the City become the property of the City, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the City and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the City does not exercise the option hereunder, then Grantee may exercise its rights under Article X (B).

### **Article IV**

#### **GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:**

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

#### **Article V**

##### **OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:**

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

#### **Article VI**

##### **DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:**

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in

connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widening's, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) system facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

**(B)** Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

## **Article VII**

### **SERVICE TO NEW AREAS.**

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may

reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

**Article VIII**  
**COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND**  
**CONSIDERATION FOR FRANCHISE**

(A) In consideration for the granting an exercise of the rights and privileges created hereunder, and in further consideration of the grant the Franchisee of the right to make use of the Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a sum equal to a percentage of its Revenues as follows:

- Years 1-10, fee is 2%
- Years 11-15, fee is 3.5% (if Franchise is extended pursuant to Article III(a))
- Years 16-20, fee is 5% (if extended).

The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each quarter after the effective date hereof, and the Grantee shall furnish to Grantor quarterly statement of Grantee's Revenues.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a franchise fee, in an amount that is sufficient to recover, but not to exceed the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

(C) The franchise fee provided here in, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by Grantee under applicable law shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of franchise fee being paid to the City.

#### **Article IX**

#### **BREACH OF FRANCHISE; REMEDIES:**

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the

Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

## **Article X**

### **ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS**

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the City's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.

(C) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TOWN OF THOMPSON'S STATION,**

**TENNESSEE**

**BY:** \_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**ATMOS ENERGY CORPORATION**

**BY:** \_\_\_\_\_  
**John Kevin Akers, President**  
**Kentucky/Mid-States Division**

City's Mailing Address and Phone Number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





	Total Revenue	Vol @ MCF	Average Base Charge Count	Franchise Fee			
				2.00%	3.00%	4.00%	5.00%
Commercial Sales	\$ 206,946	30,378	43	\$ 4,139	\$ 6,208	\$ 8,278	\$ 10,347
Residential	\$ 332,469	41,133	671	\$ 6,649	\$ 9,974	\$ 13,299	\$ 16,623
Residential Customer with Commercial Tax	\$ 9,621	943	25	\$ 192	\$ 289	\$ 385	\$ 481
	\$ 549,036	72,455	739	\$ 10,981	\$ 16,471	\$ 21,961	\$ 27,452

- While we have a 5% fee in other places, this is a drastic increase from the current fee of 0%.
- The phase-in can be done in a variety of ways, but below are a couple of options for us to consider:
  - Option 1 (20 year term)
    - Years 1-5, fee is 2%
    - Years 6-10, fee is 3%
    - Years 11-15, fee is 4%
    - Years 16-20, fee is 5%
  - Option 2 (ten year initial term with two five year extensions)
    - Years 1-10, fee is 2%
    - Years 11-15, fee is 3.5%
    - Years 16-20, fee is 5%

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, 2016  
**TO:** The Board of Mayor and Aldermen (BOMA)  
**FROM:** Joe Cosentini, Town Administrator  
**SUBJECT:** Two Farms (Resolution 2016-020 and Resolution 2016-022)

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The BOMA agenda includes two items related to the Two Farms project.

Resolution 2016-020 is a corrective resolution that amends the previous action taken by the BOMA in November 2015 related to the annexation of parcels within the urban growth boundary. The prior annexation resolution included one parcel that was located outside the UGB though still part of the overall desired annexation area. Resolution 2016-020 removes reference to this parcel as being within the UGB and ratifies the annexation of the properties indicated in the associated Exhibit A.

Resolution 2016-022 is the resolution calling for annexation by referendum of all parcels located outside of the Town's urban growth boundary as shown in its Exhibit A. This is necessary to address concerns raised by the Williamson County Commission regarding the previous annexation action by the BOMA in November 2015. If approved, the previous annexation resolution will be repealed and the Town will submit the necessary materials to the Election Commission which will call for a special election between 30-60 days after this resolution is published. Per the resolution, qualified voters that reside in the area to be annexed are eligible to participate in the special election. The property will need to be rezoned if the referendum is successful.

**BOMA Action:**

Approve resolutions 2016-020 and 2016-022 as presented

**RESOLUTION NO. 2016-020**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND RESOLUTION NO. 2015-013 AND TO RATIFY THE ANNEXATION OF CERTAIN PROPERTIES INTO THE TOWN SAID PROPERTIES BEING GENERALLY LOCATED NORTH OF I-840 AND NORTH AND SOUTH OF WEST HARPETH ROAD AND APPROVAL OF THE PLAN OF SERVICES FOR SAID ANNEXATION**

WHEREAS, the Board of Mayor and Aldermen passed Resolution 2015-013 on November 10, 2015 approving the annexation of certain properties into the Town which erroneously included Tax Map 119, Parcel 2.0 in the description of properties to be annexed; and

WHEREAS, it was and remains the intent of the Board of Mayor and Aldermen to annex the other two (2) properties described in Resolution 2015-013 into the Town at the request of the property owners; and

WHEREAS, the Town's Planning Commission has reviewed and reported on the Plan of Services for the territory to be annexed and the Town has published notice and held a public hearing on this annexation resolution and the Plan of Services; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the residents of the Town to amend the prior resolution by removing the references that purported to annex Tax Map 119, Parcel 2.0 and to ratify the annexation of the property described herein into the corporate limits of the Town.

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

**Section 1.** That Resolution 2015-013 be amended by deleting Tax Map 119, Parcel 2.0 as a property to be annexed into the Town. The remaining provisions of Resolutions 2015-013, specifically the annexation of Williamson County Tax Map 131, Parcel 11.03 (approximately 153.02 acres) and Tax Map 119, Parcel 1.0 (approximately 1112 acres) and that section of West Harpeth Road between these two parcels are hereby ratified and shall remain in full force and effect.

**Section 2.** The territory adjoining the current Town corporate limits and generally located north of I-840 and south and north of West Harpeth Road, specifically Tax Map 131, Parcel 11.03 (approximately 153.02 acres) and Tax Map 119, Parcel 1.0 (approximately 1112 acres) and the section of West Harpeth Road between these two parcels, and as shown on Exhibit A, shall be annexed into the Town and the Plan of Services attached hereto as Exhibit B is approved for such annexed territory.

**Section 3.** If any section, clause, provision, or portion of this Resolution is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion, of this Resolution which is not itself invalid or unconstitutional.

This resolution shall take effect immediately upon passage, the public welfare requiring it.

RESOLVED AND ADOPTED this \_\_\_\_\_ day of October, 2016.

\_\_\_\_\_  
Corey Napier, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Clerk

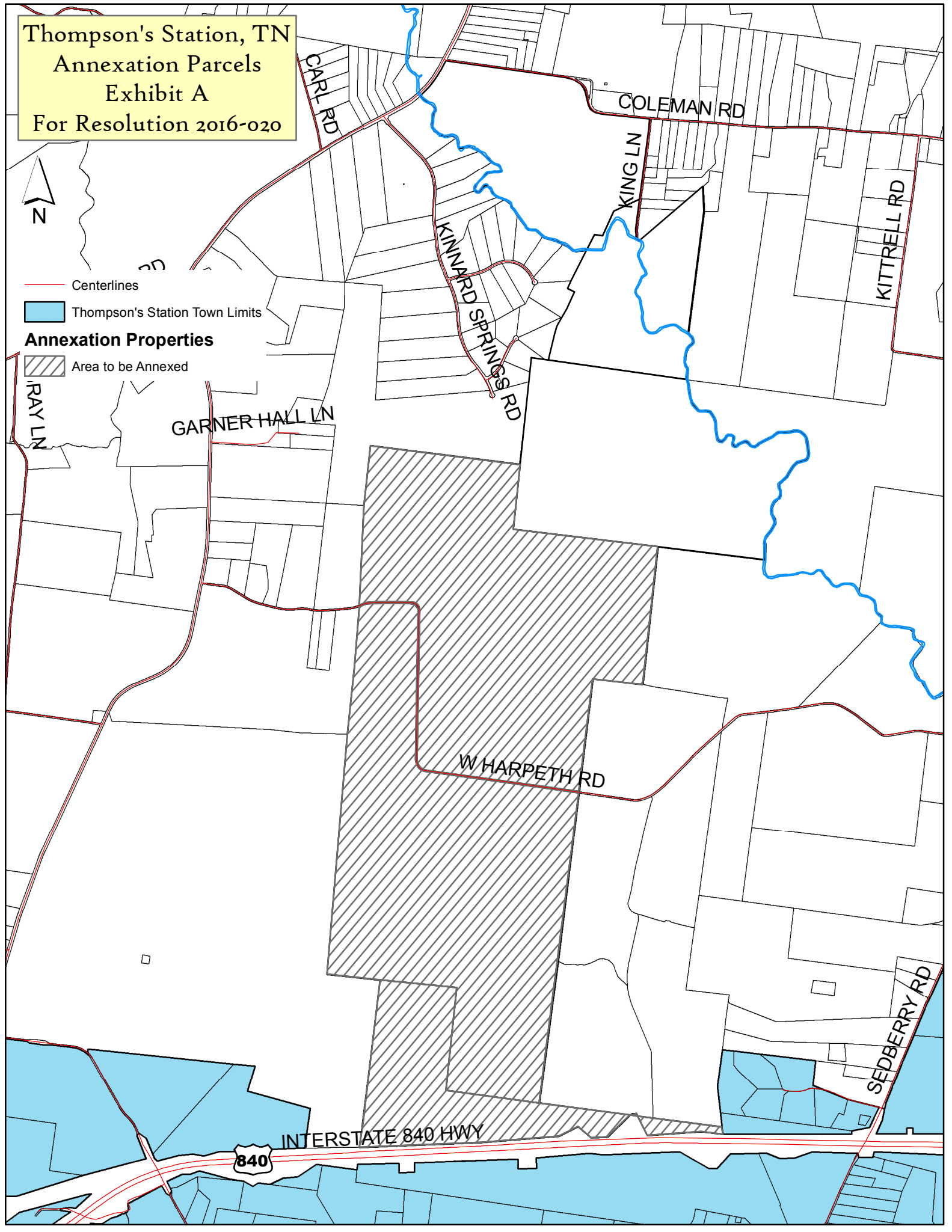
APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Todd Moore, Town Attorney

Thompson's Station, TN  
Annexation Parcels  
Exhibit A  
For Resolution 2016-020



- Centerlines
- Thompson's Station Town Limits
- Annexation Properties**
  - Area to be Annexed



**RESOLUTION 2016-020 - EXHIBIT B**  
**THE TOWN OF THOMPSON'S STATION PLAN OF SERVICES**

**A. Police**

1. The same regular police protection service now provided within the Town will be extended to the annexed area on the effective date of annexation. The Town has entered an interlocal agreement with the Williamson County Sheriff's Department for the provision of law enforcement services, including ordinance enforcement within the Town. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation. In addition, the property owner/developer has offered to dedicate land to the Town within the annexed area suitable for a public safety building to assist in the provision of police protection.
2. Traffic signs, traffic signals and other street (road) traffic control markings and devices will be installed as the need therefore is established by appropriate study and traffic standards.

**B. Fire**

The same regular fire protection service now provided within the Town will be extended to the annexed area on the effective date of annexation. The Town currently does not provide fire protection service but will assist the property owner/developer in working with the Williamson County Fire and Rescue Squad to coordinate the provision of fire protection service. In addition, the property owner/developer has offered to dedicate land to the Town within the annexed area suitable for a public safety building to assist in the provision of fire protection.

**C. Water**

The Town does not provide water. Water will be provided by HB&TS from existing service lines upon annexation and thereafter from new lines as extended or provided by the developer as development occurs, in accordance with current policies of the HB&TS.

**D. Sewers**

The property to be annexed is not currently served by sanitary sewers. The property owner/developer is required to provide infrastructure necessary to serve subsequent developments. All proposed sewer systems must be approved by the Town and State of Tennessee and the property owner/developer will complete construction of sanitary sewers in the area and upon completion dedicate such sewers to the Town. In addition, the property owner/developer has agreed to construct sewer infrastructure larger than what may be required for its development and to provide land suitable to accept reuse water from the Town. It is anticipated that the Town and the property owner/developer will enter into a cost recovery agreement for the larger system.

**E. Power (Electric)**

1. The Town does not provide electricity. The Middle Tennessee Electric Membership Corporation will be the service provider of electricity within the annexed area.

2. The Town will assume responsibility for any existing streetlights within the public right-of-way within the annexed area. The developer/property owner shall be responsible for the installation of future streetlights under the standards currently prevailing in the Town.

### **Natural Gas**

The Town does not provide natural gas. Atmos Energy will be the service provider for natural gas within the annexed area in accordance with its franchise agreement with the Town.

### **Refuse Collection/Recycling**

The Town does not currently provide refuse collection or recycling services. All ordinances regarding refuse collection and disposal shall be effective within the annexed area.

### **Streets**

1. Emergency maintenance of streets (repair of chuckholes, measures necessary for traffic flow, etc.) within the annexed area will begin after the effective date of annexation.
2. Routine maintenance of existing roads and rights-of-way within the annexed area will begin after the effective date of annexation in accordance with the scheduling policy for paving. Due to the proposed development and anticipated construction traffic, paving of existing roads may be delayed. The developer/property owner shall be responsible for the construction and dedication of streets in accordance Town regulations and ordinances.
3. Street name signs and traffic control signs and devices on existing streets within the annexed area will be installed in accordance with the current policies of the Town. The developer/property owner shall be responsible for the initial installation of such signs and devices on newly constructed streets.
4. The Town will add existing and future streets to the Town's transportation plan and all necessary offsite traffic improvements necessary for development of a project on site will be the responsibility of the developer and will be coordinated with the Town of Thompson's Station and Williamson County.

### **Planning & Codes Services**

1. All codes inspection services now provided by the Town will begin in the annexed area and apply to new construction and improvements after the effective date of annexation.
2. All planning services and the zoning jurisdiction of the Town will extend to the annexed area on the effective date of annexation.

**Recreation/Trails**

1. Residents of the annexed area and all future residents may utilize all existing municipal recreational facilities on the effective date of annexation under the same policies and guidelines governing current Town residents. The developer/property owner has offered to dedicate land to the Town suitable for a public park within the annexed area.
2. The Town will incorporate the annexed area into the Town's master plan for trails. The developer/property owner has agreed to dedicate land within the annexed area to allow for the future connection and extension of the Town's trail system to the developments.

**Schools**

The Town does not operate a public school system. Williamson County Schools will provide schools to the annexed area and written notice of the proposed annexation is being provided pursuant to Tenn. Code Ann. § 6-51-102. The developer/property owner has offered to dedicate land to the Town suitable for a public school that the Town may convey or lease to the Williamson County Schools.



**RESOLUTION NO. 2016-022**

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE  
CALLING FOR A REFERENDUM TO ANNEX CERTAIN PROPERTIES INTO THE  
TOWN AND TO APPROVE A PLAN OF SERVICES FOR SAID PROPERTIES BEING  
GENERALLY LOCATED NORTH OF THE CURRENT CORPORATE LIMITS OF  
THE TOWN AND SOUTH OF COLEMAN ROAD**

WHEREAS, in 2015, the owners of the property described herein requested by petition that the Town annex this territory into the corporate limits of the Town; and

WHEREAS, the General Assembly amended the annexation laws in 2015 to provide that "[a] resolution to effectuate the annexation of any property, with written consent of property owner or owners, shall not require a referendum" Tenn. Code Ann. § 6-51-104(a); and

WHEREAS, the Town confirmed with the Williamson County Election Commission in 2015 that a referendum was not required for the annexation of land with the consent of the property owner(s); and

WHEREAS, based upon the above and representations by the property owners that said properties were owned by the same entity as property within the Town's urban growth boundary and contiguous to this property, the Town previously adopted Resolution No. 2015-14 to include the territory described herein into the corporate limits of the Town; and

WHEREAS, Williamson County adopted a resolution in July of 2016 authorizing the County Mayor to initiate legal proceedings to contest the Town's annexation of property outside its urban growth boundary; and

WHEREAS, it is the position of Williamson County that land outside of the Town's urban growth boundary may be annexed only by referendum without amending the county-wide growth plan and that therefore Resolution No. 2015-014 is void; and

WHEREAS, the Town, has confirmed with the Secretary of State, Division of Elections, that it will call an annexation referendum for the residents of the properties outside of the Town's urban growth boundary if requested by resolution of the Town; and

WHEREAS, the Thompson's Station Planning Commission has reviewed, reported on and recommended approval of the Plan of Services, attached hereto as Exhibit B, to the Board of Mayor and Aldermen; and

WHEREAS, the Board of Mayor and Aldermen held a public hearing on the annexation of these properties and the Plan of Services on November 10, 2015, and the Town has published notice and held another public hearing on the annexation of these properties and Plan of Services on October 11, 2016; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the residents of the Town to annex the property described herein into the corporate limits of the Town.

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

**Section 1.** That Resolution 2015-014 is hereby repealed and the Williamson County Election Commission is requested to hold an election for approval or disapproval of the qualified voters who reside in the territory proposed for annexation into the boundaries of the Town of Thompson's Station. The territory proposed to be annexed by referendum is generally located contiguous to and north of the corporate limits of the Town and south of Coleman Road, and includes the following parcels of property:

Tax Map 104, Parcel 40.07, of approximately 205 acres;  
Tax Map 104, Parcel 39.04, approximately 155.26 acres; and  
Tax Map 119, Parcel 2.00 of approximately 332 acres,

A map of the above properties proposed to be annexed is shown on Exhibit A attached hereto.

The question to be submitted to the qualified voters who reside in the area proposed to be annexed shall be "FOR ANNEXATION" and "AGAINST ANNEXATION."

The annexation election shall be held at least 30 days and not more than 60 days after the date of publication in a newspaper of general circulation as set forth below.

**Section 2.** That the Plan of Services for the above territory is approved and adopted and shall be effective thirty (30) days following certification by the election commission that the annexation was approved.

**Section 3.** The Town Recorder is directed to have copies of this resolution posted in three public places in the Town and in three public places in the above-described territory proposed to be annexed, and to have the resolution published in a newspaper of general circulation within the Town. All copies of this resolution shall be so posted on or before the date of publication in said newspaper. The Town Recorder (or other official) shall immediately file with this body and with the Williamson County Election Commission a certificate showing the date(s) on which such posting and publication took place.

**Section 4.** That the Town Administrator shall cause a copy of the election commission certification and adopted Plan of Services to be forwarded to the County Mayor and that a copy of this resolution shall be recorded with the Williamson County Register of Deeds, sent to the State Comptroller's office and Williamson County Assessor of Property, all following certification by the election commission that the annexation was approved

**Section 5.** This resolution shall take effect immediately upon passage, the public welfare requiring it, provided that if the election commission fails or refuses to call for a referendum

within the statutory time frame and as requested herein, Resolution 2015-014 shall automatically be reinstated 60 days after the date of publication of this resolution.

**Section 6.** If any section, clause, provision, or portion of this Resolution is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion, of this Resolution which is not itself invalid or unconstitutional.

RESOLVED AND ADOPTED this \_\_\_\_\_ day of October, 2016.

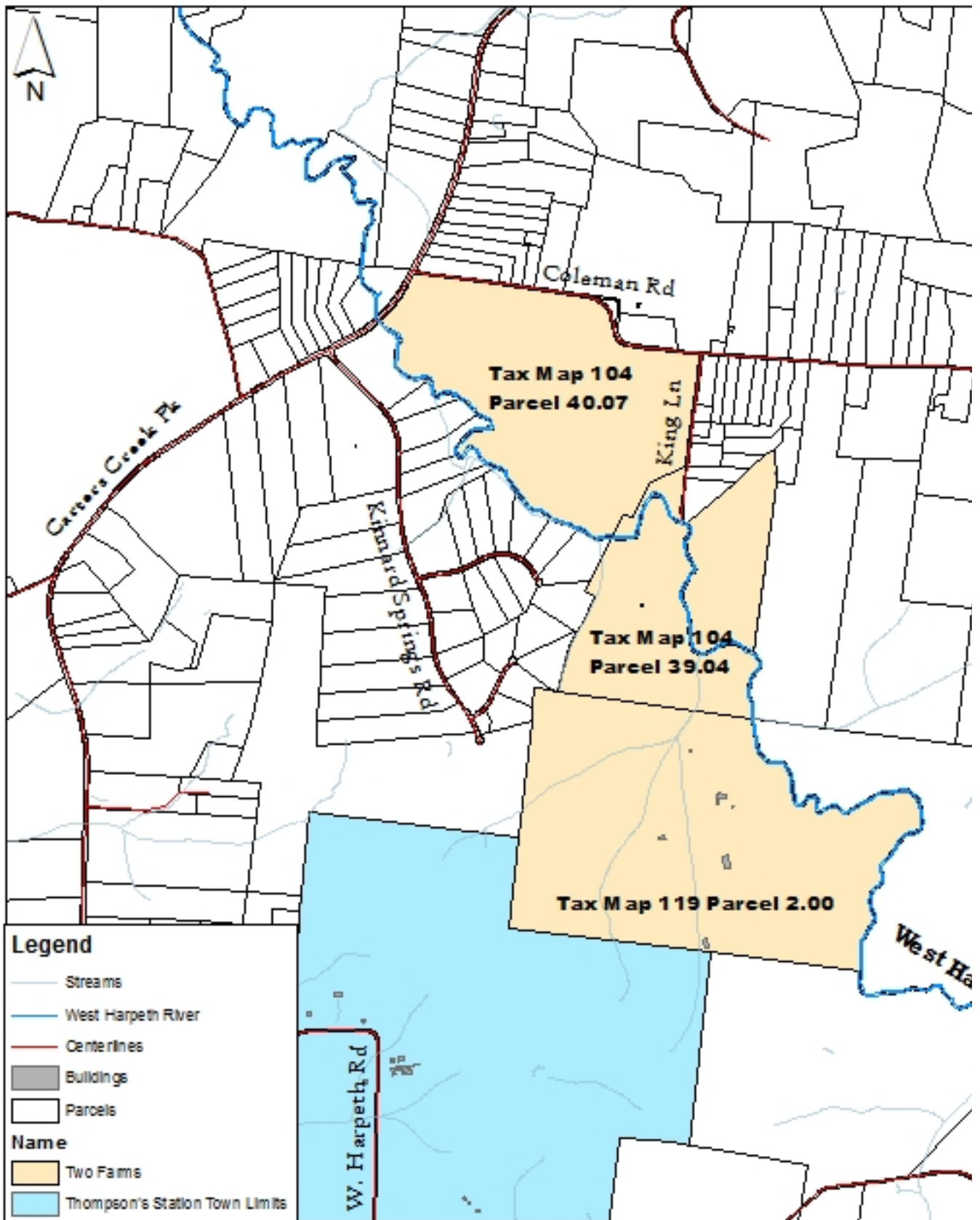
\_\_\_\_\_  
Corey Napier, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Jones, Town Clerk

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
Todd Moore, Town Attorney



**THE TOWN OF THOMPSON'S STATION MUNICIPAL PLANNING COMMISSION  
REPORT ON THE PLAN OF SERVICES FOR OF CERTAIN PROPERTIES (Map 104  
Parcel 40.07 – 205.07 acres; Map 104 Parcel 39.04 – 155.26 acres; Map 119 Parcel 2.00 –  
331.82 acres), SOUTH OF COLEMAN ROAD, NORTH OF WEST HARPETH ROAD.**

WHEREAS, the plan of services described herein has been prepared in response to the petition/request for annexation by referendum into the corporate limits of the Town of the above-referenced properties; and

NOW, THEREFORE, the Thompson's Station Planning Commission, as its report, recommends that the Board of Mayor and Aldermen adopt the following plan of service for the area proposed to be annexed by referendum and as shown on Exhibit A:

**A. Police**

1. The same regular police protection service now provided within the Town will be extended to the annexed area on the effective date of annexation. The Town has entered an interlocal agreement with the Williamson County Sheriff's Department for the provision of law enforcement services, including ordinance enforcement within the Town. Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation. In addition, the property owner/developer has offered to dedicate land to the Town within the annexed area suitable for a public safety building to assist in the provision of police protection.
2. Traffic signs, traffic signals and other street (road) traffic control markings and devices will be installed as the need therefore is established by appropriate study and traffic standards.

**B. Fire**

The same regular fire protection service now provided within the Town will be extended to the annexed area on the effective date of annexation. The Town currently does not provide fire protection service but will assist the property owner/developer in working with the Williamson County Fire and Rescue Squad to coordinate the provision of fire protection service. In addition, the property owner/developer has offered to dedicate land to the Town within the annexed area suitable for a public safety building to assist in the provision of fire protection.

**C. Water**

The Town does not provide water. Water will be provided by HB&TS from existing service lines upon annexation and thereafter from new lines as extended or provided by the developer as development occurs, in accordance with current policies of the HB&TS.

**D. Sewers**

The property to be annexed is not currently served by sanitary sewers. The property owner/developer is required to provide infrastructure necessary to serve subsequent developments. All proposed sewer systems must be approved by the Town and State of Tennessee and the property owner/developer will complete construction of

sanitary sewers in the area and upon completion dedicate such sewers to the Town. In addition, the property owner/developer has agreed to construct sewer infrastructure larger than what may be required for its development and to provide land suitable to accept reuse water from the Town. It is anticipated that the Town and the property owner/developer will enter into a cost recovery agreement for the larger system.

**E. Power (Electric)**

1. The Town does not provide electricity. The Middle Tennessee Electric Membership Corporation will be the service provider of electricity within the annexed area.
2. The Town will assume responsibility for any existing streetlights within the public right-of-way within the annexed area. The developer/property owner shall be responsible for the installation of future streetlights under the standards currently prevailing in the Town.

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The Town does not provide natural gas. Atmos Energy will be the service provider for natural gas within the annexed area in accordance with its franchise agreement with the Town.

**Refuse Collection/Recycling**

The Town does not currently provide refuse collection or recycling services. All ordinances regarding refuse collection and disposal shall be effective within the annexed area.

**Streets**

1. Emergency maintenance of streets (repair of chuckholes, measures necessary for traffic flow, etc.) within the annexed area will begin after the effective date of annexation.
2. Routine maintenance of existing roads and rights-of-way within the annexed area will begin after the effective date of annexation in accordance with the scheduling policy for paving. Due to the proposed development and anticipated construction traffic, paving of existing roads may be delayed. The developer/property owner shall be responsible for the construction and dedication of streets in accordance with Town regulations and ordinances.
2. Street name signs and traffic control signs and devices on existing streets within the annexed area will be installed in accordance with the current policies of the Town. The developer/property owner shall be responsible for the initial installation of such signs and devices on newly constructed streets.
3. The Town will add existing and future streets to the Town's transportation plan.

**Planning & Codes Services**

1. All codes inspection services now provided by the Town will begin in the annexed area and apply to new construction and improvements after the effective date of annexation.
2. All planning services and the zoning jurisdiction of the Town will extend to the annexed area on the effective date of annexation.

### **Recreation/Trails**

1. Residents of the annexed area and all future residents may utilize all existing municipal recreational facilities on the effective date of annexation under the same policies and guidelines governing current Town residents. The developer/property owner has offered to dedicate land to the Town suitable for a public park within the annexed area.
2. The Town will incorporate the annexed area into the Town's master plan for trails. The developer/property owner has agreed to dedicate land within the annexed area to allow for the future connection and extension of the Town's trail system to the developments.

### **Schools**

The Town does not operate a public school system. Williamson County Schools will provide schools to the annexed area and written notice of the proposed annexation is being provided pursuant to Tenn. Code Ann. § 6-51-102. The developer/property owner has offered to dedicate land to the Town suitable for a public school that the Town may convey or lease to the Williamson County Schools.

### **Section 2.**

Studied and endorsed by this body, the Thompson's Station Municipal Planning Commission, to the Thompson's Station Board of Mayor and Aldermen for adoption.

THOMPSON'S STATION MUNICIPAL  
PLANNING COMMISSION

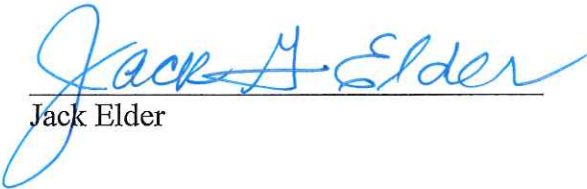
  
\_\_\_\_\_  
Jack Elder

EXHIBIT A

