

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
October 13, 2020**

Meeting Called To Order

Consent Agenda:

A) Approval To Conduct This Meeting By Electronic Means Which Is Necessary To Protect The Public Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak (Pursuant To Executive Order No. 60).

Documents:

[INTRODUCTION STATEMENT FOR TS BOMA OCT 2020.PDF](#)

B) Consideration Of The Minutes Of The September 8, 2020 Regular Meeting.

Documents:

[ITEM B - BOMA MINUTES 09_08_2020.PDF](#)

C) Whistle Stop Settlement Agreement Contract Amendment – Paving Of School Street.

Documents:

[ITEM C - FINAL VERSION WHISTLE STOP - SECOND AMENDMENT TO WHISTLE STOP SETTLEMENT AGREEMENT.PDF](#)
[ITEM C - ROGERS GROUP PROPOSAL WHISTLE STOP - SCHOOL STREET \(1\).PDF](#)

D) Update – Resolution 2017-015 A Resolution Of 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.

Documents:

[ITEM D - RESOLUTION 2020 -014 EXTENDING SPRING HILL ROW ACCESS REQUEST.PDF](#)
[ITEM D - RESOLUTION 2017-015 TEMPORARY TRAFFIC SIGNAL.PDF](#)

Public Comments-

Any citizen desiring to make a comment can submit their written comments to the Town Clerk which will be included in the meeting minutes for public perusal. Email your comments to Town Hall at INFO@THOMPSONS-STATION.COM with **October BOMA Public Comments** as the Subject Line. Contact the Town Clerk with any questions at (615) 794-4333 ext. 1.

Announcements/Agenda Requests

Unfinished Business:

1. Second Reading Of Ordinance 2020-010 Of The Town Of Thompson's Station To Amend Municipal Code Chapter 14 As To The Design Review Commission:

Documents:

[ITEM 1 - DRC ORDINANCE NO. 2020-010 TO AMEND TITLE 14 - TCA 6-54-133 - PROPOSED REVISIONS RED LINED - ORDINANCE NO. 07-002 CREATING DRC \(1\).PDF](#)

New Business:

2. Kimley Horne Contract – Clayton Arnold Road:

Documents:

[ITEM 2 - KIMLEY-HORN CLAYTON ARNOLD AGREEMENT CONNECTOR-20201001.PDF](#)

3. Barge Design Contracts:

- a) Dual Applications – Amendment to Existing Contract

Documents:

[REGIONAL_WWTP_AMENDMENT_1 \(3\) \(2\).PDF](#)

4. Approval Of First Reading Of Ordinance 2020-011 To Adopt A Policy For Waste Water Tap Transfer:

Documents:

[ITEM 4 - ORDINANCE 2020-011 FOR WASTE WATER TAP TRANSFER 10.6.20.PDF](#)

5. Approval Of First Reading Of Ordinance 2020-012: To Amend Ordinance 99-002, Title 15, Chapter 2 Of The Thompson's Station Municipal Code Regarding Speed Limits:

Documents:

[ITEM 5 - ORDINANCE 2020-012 AMEND ORDINANCE 99-002 TO CREATE A RESIDENTIAL SUBDIVISION SPEED LIMIT.PDF](#)

Adjourn

Information Only:

Finance Report

Documents:

[SEPTEMBER 2020 BOMA FINANCE REPORT.PDF](#)

This meeting will be held remotely due to the Public Health Emergency related to COVID-19 & will be live-streamed via our website www.thompsons-station.com

STATEMENT FOR THE RECORD AT START OF MEETING
Thompson's Station Board of Mayor and Alderman

Hello and welcome to this the October 13th, 2020, Board of Mayor and Alderman meeting for the Town of Thompson's Station.

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order # 60 (which was previously extended by Executive Order # 16, 34, and 51): due to the treatment and containment of COVID-19.

This Town of Thompson's Station Board of Mayor and Alderman meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson's Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Mayor and Alderman to include this determination in the minutes for this meeting.

We understand that we, the Thompson's Station Board of Mayor and Alderman, serves the Town of Thompson's Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing and uploading and preserving it for future viewing.

**Town of Thompson's Station
Board of Mayor and Aldermen
Virtual Meeting Minutes
September 8, 2020 7:00 p.m.**

Call to Order:

The virtual meeting of the Board of Mayor and Alderman of the Town of Thompson's Station was called to order at 7:00 p.m. on September 8, 2020 with the required quorum. The following statement was read by Vice Mayor Stover:

Pursuant to the Guidance from the Office of the Comptroller for the State of Tennessee and in accordance with Governor Lee's Executive Order No. 60 (which was previously extended by Executive Orders Nos. 16, 34, and 51):

This Town of Thompson's Station Board of Mayor and Alderman meeting, with notice, is being held virtually and being recorded to protect the public health, safety, and welfare of the Citizens of Thompson's Station in light of the coronavirus and to continue to allow the Town to function and operate.

Further, it is the desire of the Board of Mayor and Alderman to include this determination in the minutes for this meeting.

We understand that we, the Thompson's Station Board of Mayor and Alderman, serves the Town of Thompson's Station, which is why we are currently recording this virtual meeting, broadcasting it live for public viewing and uploading and preserving it for future viewing.

A recording of this meeting will be available on the Town of Thompson's Station's web site at thompsons-station.com within 24 hours of this meeting. Members and staff participating remotely were: Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Brian Stover; Town Administrator Ken McLawhon; Finance Director Steve Banks; IT Coordinator Tyler Rainey, Interim Planner Micah Wood; Town Recorder/Clerk Regina Fowler and Town Attorneys Andrew Mills and Kirk Vandivort. Mayor Corey Napier was absent. Other attendees participating remotely were Bryan Baxter - Ragan Smith; Williamson County Rescue Squad, Station 23 Bill Almon & Mark Overmeyer.

Consent Agenda:

- a. **Consideration of the Minutes of the August 11, 2020 regular virtual meeting.**
- b. **Consideration of referral of the issue of a potential noise ordinance to the Planning Commission with a request for a Formal Recommendation to BOMA for consideration.**
- c. **Consideration of referral to Town Planner and necessary professionals for a recommendation to BOMA for the use of Town Right of Way by the City of Spring Hill, Tennessee (expiring signal resolution attached) for the purpose of evaluating traffic calming and related matters of mutual interest.**

Alderman Shaun Alexander made a motion to approve the Consent Agenda: a. Consideration of

the Minutes of the August 11, 2020 regular virtual meeting b. Consideration of referral of the

issue of a potential noise ordinance to the Planning Commission with a request for a Formal Recommendation to BOMA for consideration and c. Consideration of referral to Town Planner and necessary professionals for a recommendation to BOMA for the use of Town Right of Way by the City of Spring Hill, Tennessee (expiring signal resolution attached) for the purpose of evaluating traffic calming and related matters of mutual interest. The motion was seconded by Alderman Brian Stover and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea	Mayor Napier	Absent		
Yea	4	Nay	0	Abstain	0
				Absent	1

Motion carried.

Announcements: Brian Almon with the Williamson County Rescue Squad 23 announced the promotion of Mark Overmeyer to Captain. Brian Almon has been promoted to Assistant Chief within the Williamson County Rescue Squad service area of Thompson’s Station. Congratulations Captain Overmeyer and Assistant Chief Almon, we are proud of your service and appreciate your dedication to our Town.

Public Comments:

None

Unfinished Business:

Approval of Ragan-Smith’s CEI Proposal (Construction Engineering & Inspection Services) for the Critz Lane Improvements. Alderman Brandon Bell made a motion to approve Ragan-Smith’s CEI Proposal (Construction Engineering & Inspection Services) for the Critz Lane Improvements. The motion was seconded by Alderman Shaun Alexander and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea	Mayor Napier	Absent		
Yea	4	Nay	0	Abstain	0
				Absent	1

Motion carried.

2. Approval of Roger’s Group Contract as Low Bidder (\$1,493,900.00) for the Critz Lane Project. Alderman Brandon Bell made a motion to approve Roger’s Group Contract as Low Bidder (\$1,493,900.00) for the Critz Lane project. The motion was seconded by Alderman Brian Stover and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea	Mayor Napier	Absent		
Yea	4	Nay	0	Abstain	0
				Absent	1

Motion carried.

3. Approval for First Reading of Ordinance 2020-010 of the Town of Thompson's Station to Amend Municipal Code Chapter 14 as to the Design Review Commission: Alderman Brandon Bell made a motion to approve for First Reading of Ordinance 2020-010 of the Town of Thompson's Station to Amend Municipal Code Chapter 14 as to the Design Review Commission. Alderman Shaun Alexander seconded the motion and the motion passed.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Nay
Alderman Stover	Yea	Mayor Napier	Absent		
Yea	3	Nay	1	Abstain	0
				Absent	1

Motion carried.

4. Approval of Discussion of Clayton Arnold (sidewalk) Connection and Funding Options and add said item to the October BOMA Agenda: Alderman Shaun Alexander made a motion to approve Discussion of Clayton Arnold Connection (sidewalk) and Funding Options and add said item to the October BOMA Agenda. Alderman Brian Stover seconded the motion and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea	Mayor Napier	Absent		
Yea	4	Nay	0	Abstain	0
				Absent	1

Motion carried.

5. Approval of a Proposed Ordinance to Reduce the Speed Limit in all Subdivisions to 20 m.p.h. and to add said item to the October BOMA Agenda: Alderman Brian Stover made a motion to approve a Proposed Ordinance to Reduce the Speed Limit in all Subdivisions to 20 m.p.h. and to add said item to the October BOMA Agenda. Alderman Shaun Alexander seconded the motion and carried unanimously.

Roll Call Vote:

	<u>VOTE</u>		<u>VOTE</u>		<u>VOTE</u>
Alderman Alexander	Yea	Alderman Bell	Yea	Alderman Dilks	Yea
Alderman Stover	Yea	Mayor Napier	Absent		
Yea 4		Nay	Abstain 0	Absent 1	

Motion carried.

There being no further business, the meeting was adjourned at 8:15 p.m.

Corey Napier, Mayor

Regina Fowler Town Recorder/Clerk

SECOND AMENDMENT
TO
SETTLEMENT AGREEMENT

Whistle Stop Farms, LLC, a Tennessee Limited liability company (the “Developer”), and the Town of Thompson’s Station (the “Town”) (collectively, the “Parties”) entered into that certain Settlement Agreement as of November 9, 2018, as amended (the “Settlement Agreement”). The Parties desire to amend a certain provision of the Settlement Agreement by this Second Amendment to Settlement Agreement (the “Second Amendment”), which is made and entered into by the Parties as of the _____ day of October, 2020.

WITNESSETH:

WHEREAS, Developer and Town are parties to the Settlement Agreement; and

WHEREAS, Developer and Town both desire to amend the Settlement Agreement pursuant to the terms of this Second Amendment, as set forth herein.

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Town agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as if set forth verbatim.
2. Terms. Capitalized terms used herein and not otherwise defined will have the meanings given to such terms in the Settlement Agreement.
3. Amendment of Section 2.4(c). Based on the approval, recommendation and requirements of necessary offsite improvements on School Street related to the infrastructure of the Town, which additional offsite improvements are the responsibility of the Town and not the responsibility of Developer, and in conjunction with the work that is currently underway by Developer, the Town and Developer agree to an Amendment to Section 2.4 (c) by adding language to the end of such section to provide for such additional offsite improvements that are the responsibility of the Town to be performed by Developer’s contractors at the Town’s request and as an accommodation to the Town, as follows:

Specifically, the minimal required paving of the edges of School Street by Developer consists of adding six inches of pavement to both sides of School Street only from the entrance of the Development on School Street to the fire hydrant at the back of the Town Hall Building (*i.e.*, north along School Street from such entrance to such fire hydrant) (the “Edge Paving”). Should additional off-site improvements to School Street that are the responsibility of the Town and not the responsibility of the Developer, which additional offsite improvements are above and beyond the Edge

Paving, then such additional offsite improvements to School Street that are the responsibility of the Town may be performed by the Developer at the Town's request as set forth in a written, pre-approval by the Town that is agreed to by Developer in writing. The actual out-of-pocket cost of any such work performed by Developer at the Town's request shall be reimbursed by the Town to Developer within ten calendar days of Developer's written demand for reimbursement made to the Town. Further, the Town (as "Indemnifying Party") shall indemnify, hold harmless, and defend Developer and its officers, directors, employees, agents, contractors, sub-contractors, affiliates, successors, attorneys, and permitted assigns (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including all court costs, all expenses and all attorneys' fees, that are incurred by Indemnified Party (collectively, "Losses"), arising out of or related to any such additional off-site improvements, above and beyond the Edge Paving, to School Street performed by Developer, Developer's performance of such improvements, including without limitation the fact that Developer is performing any such work at the Town's request, enforcement of Developer's right to indemnification hereunder, and/or any act or omission of the Town in connection with any of the foregoing, including failure of the Indemnifying Party to timely make full payment to the Indemnified Party. Indemnified Party may select its own legal counsel to represent its interests, and Indemnifying Party shall reimburse Indemnified Party for all of court costs, expenses and attorneys' fees immediately upon request as they are incurred; and remain responsible to Indemnified Party for any indemnified Losses. Indemnifying Party shall give prompt written notice to Indemnified Party of any proposed settlement of an indemnifiable claim. Indemnifying Party may not, without Indemnified Party's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder, except where such settlement, compromise or consent includes an unconditional release of Indemnified Party from all liability arising out of such claim, does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Indemnified Party, and does not affect, restrain, or interfere with the business of Indemnified Party.

4. Authority of Mayor to Execute. The Mayor of the Town shall have the authority to execute this Second Amendment on the Town's behalf upon the Second Amendment's approval by the Town's Board of Mayor and Aldermen.
5. Conflicts. Except as amended by the First and Second Amendments, the Settlement Agreement remains in full force and effect. If there is any conflict between the provisions of this Second Amendment and the Settlement Agreement, the terms of this Second Amendment control.
6. Counterpart Execution. This Second Amendment may be executed in any number of counterparts or counterpart signature pages (by facsimile or electronic transmission

or otherwise), each of which, when so executed, will be deemed an original, but all such counterparts will constitute but one and the same instrument.

TOWN OF THOMPSON'S STATION

Date: _____

Signature: _____

Name: _____

Title: _____

WHISTLE STOP FARMS, LLC, a Tennessee
limited liability company

Date: _____

Signature: _____

Name: _____

Title: _____



ROGERS GROUP, INC.

1511 Nashville Hwy Suite C Columbia, TN 38401 Phone (931) 381-9897

PROPOSAL

Rogers Group, Inc. (the "Company"), offers to furnish material and/or all labor, materials and, equipment required for the performance of the herein below described work. Unless otherwise specified herein, the price to be paid the Company in consideration thereof shall be \$ (below) _____, payable monthly based upon percent of work complete within 15 days of invoicing.

Job Description	Whistle Stop Farms - School Street
Job Location	Whistle Stop Farms - School Street
Job City	Thompson Station
Job County	Williamson
Job State	TN

Line No.	Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
	Subtotal Description					
1	SCRATCH LEVELING		1.00	LS	\$3,500.00	\$3,500.00
2	2" TYPE "BM" BINDER ROADWAY		299.00	TN	\$75.00	\$22,425.00
3	1.5" VALVE BOX RISERS		4.00	Each	\$125.00	\$500.00
					Subtotal:	\$26,425.00
GRAND TOTAL:						\$26,425.00

Proposal Certification

- Price is based on all work to be done during 2020 construction season and will be held for 30 days from date of proposal.
- Rogers Group, Inc. will do no paving in January or February of any year.
- The proposal does not include costs for permits, inspections by governing authorities, bonding, removal, demo, excavation, layout, engineering, backfill nor anything unstated above.
- Paving prices included in this proposal are based on this month's (current) Tennessee Department of Transportation Monthly Bituminous Price Index for liquid asphalt cement, and TDOT Special Provision 109B is in effect for this proposal. This month's (Sept 2020) price index is \$427.50 per ton.
- Price is based mobilization in conjunction with Whistle Stop Farms September 2020
- Price is based on pavement placement directly following placement of stone base, with all phases/work areas ready for stone upon move in.
- Subgrade to be done by others, shall be within +/- .1' and accepted by RGI prior to starting work.
- Traffic control using flaggers is included in our price where required.
- After pavement placement and acceptance, RGI will not be responsible for failures caused by the construction activities of others.
- Price is based on unit price contract of ticketed mix tons.

Terms and Conditions

Final and complete payment for all work performed hereunder shall be made no later than fifteen (15) days after the completion of work or delivery of materials. If project is longer than one (1) month in duration, Rogers Group reserves the right to progress bill (monthly) until project is complete. Interest at the highest legal rate allowable under jurisdiction in which the contract is executed or one and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

The Company shall not become obligated to perform the work called for under this contract until customer credit has been checked and approved by our Credit Department. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, the Company shall be furnished adequate security upon our request.

Any deviations from the specifications or modifications of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Any increase or decrease in the contract price resulting from such change shall be included in such writing.

The company shall be provided with suitable access to the work area. If the Company's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit the Company to perform its work hereunder in a normal uninterrupted single-shift operation.

An Equal Opportunity Employer: M/F/V/D
www.rogersgroupinc.com

Proposal

Line No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price	Total Price
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Unless a time for the performance of the Company's work is specified, the Company shall undertake it in the course of our normal operating schedule. The Company shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or mishaps, whether affecting this work or other operations in which the Company is involved, directly or indirectly.

If for causes beyond our control our work is not complete within twelve (12) months after the date of your acceptance of this proposal, the Company may cancel this agreement at any time thereafter on ten (10) days notice. In such event the Company shall be (i) relieved of any further obligation with respect to the balance of the work; and (ii) entitled to receive final and complete payment for all work performed to the date of cancellation within fifteen (15) days thereafter.

The Company shall not be responsible for, and customer agrees to hold the Company harmless from any liability resulting from damages to utilities or other facilities or objects buried beneath the surface; damages to sidewalks, driveways, or injuries resulting from hazardous or toxic wastes within the work area. It is further understood that the Company shall not be responsible for any damage or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond our control, including but not limited to failure to subgrade or failure or inadequacy due to the work of others, whether or not such failure or inadequacy was or could have been known at the time work was undertaken.

You agree to indemnify and save the Company harmless from all loss, damage, costs, expenses, and attorney's fees suffered and incurred on account of any breach of the obligations and covenants of this contract.

Pursuant to TCA 66-11-203, notice is given that under state law:

- (1) There shall be a lien upon the real property and building for the improvements made in favor of the contractor, mechanic, laborer, founder, or machinist who does the work or furnishes the materials for such improvements for a duration of one (1) year after the work is finished or materials furnished;
- (2) Except as modified by 66-11-146, that every person contracted with or employed to work on the buildings or to furnish materials for the same with the above-named contractor shall have a lien on the property for that person's work or material; provided, that such person notify the owner in writing within ninety (90) days after the completion of the improvement, which lien will continue for ninety (90) days after such notice;
- (3) Except as modified by 66-11-146, that these liens can be enforced even though the contractor has been paid in full if the contractor has not paid the persons who furnished the labor or materials for the improvement.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of this proposal. Upon its receipt, it is understood the foregoing, including the terms and conditions set forth on the following page hereof, will constitute the full and complete agreement.

This offer expires thirty (30) days from the date thereof, but may be accepted at a later date at the sole option of the Company.

ACCEPTED:

(individual or firm name)

(signature & title)

(date)

Submitted By: Jon Wallace
Estimator / Project Manager
jon.wallace@rogersgroupinc.com
(931) 982-4305

Signed: _____
Date: 9/23/20

RESOLUTION 2020-014

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO EXTEND THE USE OF TOWN RIGHT OF WAY BY THE CITY OF SPRING HILL,
TENNESSEE FOR THE PURPOSE OF MAINTAINING
A TEMPORARY TRAFFIC SIGNAL**

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

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

WHEREAS, the Town previously granted Spring Hill permission to construct and maintain, at their expense, a temporary traffic sign at the intersection by Resolution 2017-015; and

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

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

1. Spring Hill shall be solely responsible for all costs related to the traffic signal, including maintenance. Spring Hill shall be the sole owner and have complete control over the operation of the traffic signal. Spring Hill shall be solely responsible for any liability that may arise in connection with use and operation of the traffic signal; and
2. That Spring Hill's use of this right of way shall extend an additional nine (9) months from the date of adoption of this resolution. At any time within this extension period, Spring Hill may remove the traffic signal from this intersection for any reason, including planned improvements to or relocation of Buckner Lane, and/or Spring Hill and the Town may agree on permanent intersection improvements; in either case this Resolution shall expire.

RESOLVED AND ADOPTED this _____ day of October, 2020.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Town Attorney

RESOLUTION 2017-015

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

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

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

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

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

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

RESOLVED AND ADOPTED this 12 day of September, 2017.



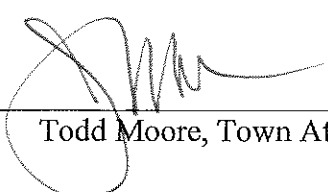
Corey Napier, Mayor

ATTEST:



Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:



Todd Moore, Town Attorney

ORDINANCE NO. 2020-010

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND TITLE 14, CHAPTER 2 OF THE MUNICIPAL CODE FOR THOMPSON'S
STATION**

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee did, after a public hearing, pass on the first and second readings on and respectively, an Ordinance creating a separate Design Review Commission and codified by Municipal Code Title 14, Chapter 2 pursuant to the statutory authority under TENN. CODE ANN. § 6-2-201 (33); and

WHEREAS, the Design Review Commission of the Town of Thompson's Station, Tennessee has been acting and proceeding under that authority and whereas the statutory provisions under TENN CODE ANN. § 6-4-133 have been revised by the State of Tennessee related to certain portions of the Municipal Code applicable to the Design Review Commission; and

WHEREAS, the Board of Mayor and Alderman of the Town of Thompson's Station, Tennessee has determined the need to amend Title 14, Chapter 2 of the Municipal Code reflective of those statutory revisions related to the Design Review Commission; specifically in Municipal Code Section 14-201 related to the use of the current International Building Code and Municipal Code Section 14-202 as it relates to the appointment of members to the Design Review Committee; and

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 Municipal Code Chapter 14 be amended as provided hereinafter;

Section 2. That the Town of Thompson's Station's Municipal Code Section 14-201 is amended by deleting the current language of Section 14-201 and replacing the language with the following:

There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2015 International Building Code or as it relates to the prospective version(s) of the International Building Code adopted and utilized by the Town of Thompson's Station) and any entrance to non-residential developments within the municipality.

A copy of the "Design Guidelines" adopted by the town on September 9, 2008, is located in Appendix B of this Code or a current copy may be requested from the Planning and Codes office for the Town of Thompson's Station. (Ord. #07-002, February, 2007, modified, Ord. #2020-010, date)

Section 3. That the Town of Thompson's Station's Municipal Code Section 14-202 is amended by deleting the current language of Section 14-202 and replacing the language with the following:

The Mayor shall appoint the members of the design review commission from residents of the municipality and shall strive to ensure that the membership is representative of the municipality as a whole, including, if possible, members with either architectural or engineering knowledge, or any other person having experience in nonresidential building. (Ord. 2020-010, date)

Section 4. If any section or part of the 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 Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 5. This ordinance shall take effect immediately upon passage 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 _____, 2020.

Corey Napier, Mayor

First Reading: September 8, 2020 at 7:00
PM Second Reading: _____

ATTEST:

Regina Fowler, Town Recorder

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

West's Tennessee Code Annotated
Title 6. Cities and Towns
Municipal Government Generally
Chapter 54. Municipal Powers Generally
Part 1. General Provisions

T. C. A. § 6-54-133

§ 6-54-133. **Design review commission**; duties; membership; appeal

Effective: May 28, 2008

Currentness

Any municipality may create a **design review commission** (DRC) having the authority to develop general guidelines for the exterior appearance of nonresidential property, multiple family residential property, and any entrance to a nonresidential development within the municipality. The municipal governing body may designate the planning **commission** as the DRC. When the municipality creates a separate DRC, the mayor shall appoint the members of the DRC from residents of the municipality and shall strive to ensure that the membership is representative of the municipality as a whole, including, if possible, members with either architectural or engineering knowledge, or any other person having experience in nonresidential building. Any property owner affected by the guidelines may appeal a decision of the DRC to the municipality's planning **commission** or, if there is no planning **commission** or if the municipality has designated the planning **commission** as the DRC, to the municipality's governing body.

Credits

2008 Pub.Acts, c. 1049, § 1, eff. May 28, 2008.

T. C. A. § 6-54-133, TN ST § 6-54-133

Current with laws from the 2020 First Reg. Sess. of the 111th Tennessee General Assembly, eff. through July 15, 2020. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

CHAPTER 2

DESIGN REVIEW COMMISSION'

SECTION

- 14-201. Creation and authority.
- 14-202 Membership.
- 14-203 Subordinate to planning commission; appeal.

14-201. Creation and authority. ~~There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2003 International Building Code) and any entrance to non-residential developments within the municipality.~~

~~_____ A copy of the "Design Guidelines" adopted by the town September 9, 2008 is located in Appendix B of this code. (Ord. #07-002, Feb. 2007, modified)~~

~~There is here and now created a design review commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2015 International Building Code or as it relates to the prospective version(s) of the International Building Code adopted and utilized by the Town of Thompson's Station) and any entrance to non-residential developments within the municipality.~~

~~_____ A copy of the "Design Guidelines" adopted by the town on September 9, 2008, is located in Appendix B of this Code or a current copy may be requested from the Planning and Codes office for the Town of Thompson's Station. (Ord. #07-002, February, 2007, modified, Ord. #2020-_____, date)~~

14-202. Membership. ~~This board of mayor and aldermen shall designate and appoint five (5) citizens of the municipality to serve as members of this design review commission, with staggered terms to be established by said commission under by laws as it shall adopt.~~

~~(Ord. #07-002, Feb. 2007) The Mayor shall appoint the members of the design review commission from residents of the municipality and shall strive to ensure that the membership is representative of the municipality as a whole, including, if possible, members with either architectural or engineering knowledge, or any other person having experience in nonresidential building. (Ord. 2020-_____, date)~~

14-203. Subordinate to planning commission; appeal. The authority granted to the design review commission of the town is subordinate to and in no way exceeds the authority

delegated to the Thompson's Station Municipal Planning Commission pursuant to Tennessee Code Annotated, title 13 chapter 4 as amended.

Any property owner aggrieved by a decision promulgated under the guidelines of the design review commission may appeal such decision to the Thompson's Station Municipal Planning Commission for review of the decisions made by filing a written appeal with the office of the town recorder not less than thirty (30) days following the decision of the design review commission. Said appeal shall be de novo. (Ord. #07-002, Feb 2007)

¹Municipal code reference
Design guidelines: Appendix B.

ORDINANCE NO. 07- 002

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN PURSUANT TO PUBLIC CHAPTER 796, TENNESSEE CODE ANNOTATED 6-2-201 (33) CREATING A Design Review Commission.

WHEREAS, the Town of Thompson's Station, Tennessee is a municipal corporation having a general law charter pursuant to Tennessee Code Annotated 6-1-101, et seq., as amended; and

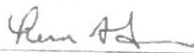
WHEREAS, Public Chapter No. 796 of the General Assembly of the State of Tennessee did amend Section 6-2-201, Tennessee Code Annotated, providing for an additional municipal power under a Mayor-Aldermanic Charter; and

WHEREAS, Public Chapter No. 796 has now been codified as 6-2-201 (33), Tennessee Code Annotated, whereby the municipal authority may create a Design Review Commission under the terms of said legislation which became effective May 26, 2006.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE, as follows, to wit:

1. There is here and now created a Design Review Commission for the Town of Thompson's Station, Tennessee which shall have the authority to develop general guidelines and to develop procedures for the approval of such guidelines for the exterior appearance of all non-residential property, multi-family residential property (as defined by the 2003 International Building Code) and any entrance to non-residential developments within the municipality.
2. The authority granted to the Design Review Commission of the Town is subordinate to and in no way exceeds the authority delegated to the Thompson's Station Municipal Planning Commission pursuant to Title 13, Chapter 4, Tennessee Code Annotated, as amended.
3. Any property owner aggrieved by a decision under the to be promulgated guidelines of the Design Review Commission may appeal such decision to the Thompson's Station Municipal Planning Commission for review of the decisions made by filing a written appeal with the Office of the City Recorder not less than thirty (30) days following the decision of the Design Review Commission. Said appeal shall be de novo.
4. The Board of Mayor and Aldermen shall designate and appoint five (5) citizens of the municipality to serve as members of the Design Review Commission, with staggered terms to be established by said Commission under by-laws as it shall adopt.

ORDAINED this 13th day of February, 2007.



Leon Heron, Mayor

ATTEST:



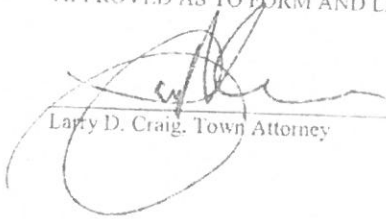
Douglas Goetsch, Town Recorder

Submitted to Public hearing on the 13th of February, 2007, at 7:00 p.m., prevailing time, after publication in the *Williamson A.M.* Newspaper, a newspaper of general circulation, said publication date being January 29th, 2007.

Passed First Reading: January 9, 2007

Passed Second Reading: February 13, 2007

APPROVED AS TO FORM AND LEGALITY:



Larry D. Craig, Town Attorney



October 1, 2020

Mr. Ken McLawhon
Town Administrator
Town of Thompson's Station, Tennessee
1500 Thompson's Station Road West
Thompson's Station, Tennessee 37179

**RE: *Professional Services Agreement
Clayton-Arnold Multi-Use Path Connector
Thompson's Station, Tennessee***

Dear Mr. McLawhon:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Thompson's Station (the "Client" or the "Town") for professional consulting services for the above referenced project.

SCOPE OF SERVICES

We understand that the Town of Thompson's Station wishes to construct a 10' wide paved multi-use path to connect the proposed Phase 3 Greenway at the proposed entrance from Clayton-Arnold Road to Avenue Downs neighborhood paralleling Clayton-Arnold Road behind the existing ditch terminating at the existing sidewalk south of the southernmost driveway at Thompson's Station Elementary School. The proposed scope of the project is approximately 2,000 linear feet. The Town wishes to utilize local funding and will not be pursuing TDOT grant funding, thus the design process will not follow the TDOT Local Program's process as is being done with Phase 2 and Phase 3 Greenway projects. The project limits are attached to this agreement as Exhibit A.

Our Scope of Services, Fee, and Schedule are as follows:

Task 1 – Project Coordination Services

This task will consist of general project management, administrative, and accounting activities for the project. It will further consist of project status and reviews, conference calls, preparing and distributing reports and memos, scheduling of review meetings and activities, monthly project status reporting, and discussion of any project issues during the project. In addition, this task will consist of monthly work planning efforts and will comprise the initial schedule development and monthly maintenance of the scope of services and project milestones.

Task 1.1 – Project Review Meeting

Kimley-Horn will coordinate and facilitate one (1) design review meeting at a location in the Town of Thompson's Station. The purpose of this meeting will be to review the 50% preliminary design plans

and Opinion of Probable Construction Cost completed in Task 3 below. Kimley-Horn will prepare and distribute a meeting agenda and meeting minutes for the meeting.

Task 2 – Field Survey and Data Collection

Kimley-Horn, through our sub-consultant, will provide land surveying services for the project under the supervision of a Professional Land Surveyor licensed in the State of Tennessee. We will perform the Field Surveying using conventional ground surveying methods, static LiDAR or other acceptable methods as determined by the surveyor and field conditions. All survey information gathered for the project shall adhere to generally accepted surveying practices and shall be tied to the State Plane Coordinate System using the Tennessee Geodetic Reference Network (TGRN). Our team will provide a field-run survey within the corridor locating the topographic features, the physical features, readily available property corners along the right of way (will not perform an extensive search for property corners), visible evidence of utilities along with any markings by TN One Call. This data will consist of existing features, such as edge of pavements, pavement markings, curbs, curb cuts and medians, utilities, top of banks, toe of slopes, grade changes, wood lines, any trees greater than 6 inches in diameter, fences, mailboxes, drainage features (ditches, pipes, structures), right-of-way limits, property lines, property information, and any easements along the proposed trail route. We will produce a planimetric AutoCAD drawing and a surface model. From the surface model we will produce contours at 1-foot intervals. The drawing will show the information as designated above.

In addition to the existing topographic features and property lines, both above and below ground utilities will be located based upon available mapping and as marked by TN One Call. Additionally, we will notify adjacent property owners prior to survey, perform property research, property line and Right of Way establishment, develop the acquisition table, develop the utility owner table, provide property line bearings and distances, develop the DTM and provide necessary labeling on the final drawing.

We will base our horizontal data on the State Plane Coordinate System of 1983 and the vertical data will be based on NVGD 88. This data will be collected under the supervision of a Tennessee Registered Land Surveyor.

Task 3 – Preliminary Design

Kimley-Horn will design the multi-use trail along the project limits as shown in Exhibit A. Project limits for this phase of preliminary engineering shall begin with the 10' wide multi-use path at the Avenue Downs neighborhood entrance on Clayton-Arnold Road and end at the existing sidewalk terminus just south of the southernmost driveway at Thompson's Station Elementary School. These project limits consist of approximately 2,000 linear feet of trail.

Task 3.1 – Preliminary Design (50 Percent Design Submittal)

Preliminary Design plans (approximately 50 percent complete) will be provided to the Client for review and comment. The plans will be prepared for a construction cost review stage and will consist of the following preliminary sheets:

- Cover Sheet

- Estimated Quantities
- Right of Way Sheets
- Layout Sheets
- Grading and Drainage Sheets
- Landscaping Sheets

Task 3.2 – Preliminary Engineer's Opinion of Probable Construction Cost

Kimley-Horn staff will prepare an engineer's opinion of the probable construction cost to accompany the 50% preliminary design plans. The opinion of probable construction cost will be based on actual bid prices for recent projects which involved similar equipment and construction, to the extent that such information is available. This cost will be based on preliminary construction quantities developed from the preliminary construction plans.

The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Kimley-Horn staff will meet with Town officials following the submittal and to review the 50% Preliminary design plans and Engineer's Opinion of Probable Construction Cost. The 50% design plans and engineer's opinion of probable construction cost will be based on Kimley-Horn's recommended trail routing.

Task 4 – Final Design

Upon approval of the preliminary plans, Kimley-Horn will then begin preparing a set of final construction documents suitable for bidding the project via competitive bidding process. We anticipate this set of drawings to be prepared in 24" x 36" format and will consist of the following:

- Cover Sheet
- General Notes and Special Notes
- Estimated Quantities
- Existing Conditions
- Demolition Plan
- Right of Way Sheets
- Erosion Prevention and Sediment Control (EPSC) Plans
- Layout Sheets
- Grading and Drainage Sheets
- Landscaping Sheets
- Details

Kimley-Horn will provide the Client with a draft set of final Construction Plans for review in PDF format.

Kimley-Horn will address one round of comments from the Client prior to external submittals.

Kimley-Horn will develop an engineer's opinion of the probable construction cost for the proposed improvements defined by the plans and technical specifications. Quantities will be developed from the Construction plans. Kimley-Horn will base this opinion of cost on actual bid prices for recent projects which involved similar equipment and construction.

Task 5 – Pre-Bid Services

Kimley-Horn will assist the Client with the following pre-bid phase services: permitting, bid documents preparation, and proposal contract preparation. Each is described below.

Task 5.1 – Permitting

Kimley-Horn will prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) and a Notice of Intent (NOI) for coverage under the TDEC Construction General Permit (CGP) as part of the National Pollution Discharge Elimination System (NPDES) permitting program. Any additional environmental permits that are deemed necessary can be provided as an Additional Service.

Task 5.2 – Proposal Contract Preparation

Kimley-Horn will prepare a proposal contract (i.e. Bid Book) for bidding purposes. It is assumed that Kimley-Horn will not prepare separate stand-alone technical specifications for the project and that the TDOT specifications will be used for all standard Roadway items. Kimley-Horn will only prepare technical specifications for those items that are not covered by the TDOT specifications. The remainder of the technical specifications will be based upon TDOT's *Standard Specifications for Road and Bridge Construction* will be documented in the construction plans. The proposal contract will contain the Request for Proposals, the contract documents, bid forms, specifications, and required special provisions.

Task 6 – Bid Phase Services

Upon receipt of approved final plans from the Client, Kimley-Horn will finalize the plans, special provisions and quantity estimates to be incorporated into bidding documents. The final design plans will be signed and sealed by a State of Tennessee registered Professional Engineer and provided electronically in a 24" x 36" size format to the Client. The Client will reproduce and provide the sealed plans in hard copy and electronic file format to the appropriate personnel for bid document distribution to potential contractors.

Kimley-Horn will assist the Client with drafting the advertisement for bids and conduct one (1) pre-bid conference call with potential bidders. The Town will be responsible for advertising the bid. Kimley-Horn will respond to questions that arise during the bidding process and issue statements of clarification or bid addenda as appropriate. Kimley-Horn will hold a conference call with the Client following the bid opening to assist with bid review.

Task 7 – Limited Construction Phase Services (CPS)

Kimley-Horn, together with our Subconsultant, will provide limited Construction Phase Services (CPS) services for the Client. Kimley-Horn, via our Subconsultant, will provide the appropriate field and office staff to complete periodic review of construction activities, ADA ramp installation, pay requests, monthly construction progress meetings, the pre-construction meeting, review shop drawings, and final punch list walk. This will not be daily inspections, but rather periodic field visits at a maximum rate of four (4) visits per month, plus administrative office tasks. It is assumed that there will be one (1) construction contract for the entire project and that the construction phase of this project will have a maximum of a three (3) month duration.

Task 8 – Additional Services

Should additional meetings be required beyond what is listed in any of these tasks, effort associated with those meetings / coordination will be considered Additional Services as described in this Task 8.

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

- NEPA Documentation
- TDOT Review, Approval or Permitting
- Right-of-Way Acquisition or Certification
- Additional survey beyond what is listed in Task 2 above
- Lighting Plans
- Utility Relocation Plans
- Additional bid phase and pre-construction services should the Town decide to bid the project multiple times
- Attendance at review meetings and / or public hearings
- Additional construction administration and site visits during construction
- Others as requested by the Town
- Right of Way Services consisting of:
 - Property Acquisition
 - Easement Acquisition
 - Appraisals
 - Surveys and legal descriptions for land transfer
 - Property negotiations
 - Property Closing services
 - Utility Certification

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing GIS and/or digital photography data for the project area
- Any as-built survey information within the project limits

SCHEDULE

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services described in Tasks 1 through 7 for the total lump sum fee below. Individual task amounts are for informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Project Coordination Services	\$3,000
Task 2 – Field Survey and Data Collection	\$4,000
Task 3 – Preliminary Design	\$16,500
Task 4 – Final Design	\$12,000
Task 5 – Pre-Bid Services	\$6,500
Task 6 – Bid Phase Services	\$5,500
Task 7 – Limited Construction Phase Services	\$27,500

Individual task amounts are provided for budgeting purposes only.

Kimley-Horn will perform the services described in Task 8 (Additional Services) of the Scope of Services on a labor fee plus expense basis. Effort associated with Task 8 will not be performed without authorization from you.

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

CLOSURE

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

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

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

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

Sincerely,

Kimley-Horn AND ASSOCIATES, INC.



Alisha Eley, PLA
Project Manager



Zachary J. Dufour, P.E.
Vice President

Attachment – Standard Provisions

Agreed to this _____ day of _____, 2020.

**Thompson's Station, Tennessee
A Town Government**

By: _____

(Date)

(Print or Type Name)

Title: _____

(Member or Manager, as authorized)

(Email Address)

_____, Witness

(Print or Type Name)

**Kimley-Horn AND ASSOCIATES, INC.
STANDARD PROVISIONS**

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

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

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

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

(4) **Method of Payment.** Client shall pay Consultant as follows:

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

satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

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

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

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

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

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

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

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the

Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

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

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

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

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

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

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

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes

all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Exhibit A - Blue Line indicates scope of this project

Barge Design Solutions, Inc.

ADDITIONAL SERVICES AMENDMENT NUMBER 1

This amendment to the Professional Services Agreement dated March 10, 2020 (Agreement), between Town of Thompsons Station (**Client**) and Barge Design Solutions, Inc. (**Barge**) is for additional services described as follows:

Project: Regional Wastewater Treatment Plant Upgrades

Project Description: The project includes upgrades to the existing wastewater treatment facility including a new membrane bioreactor (MBR) to increase the capacity of the facility to 1.0 million gallons per day (MGD), new influent pump station, new digester, new dewatering system, and associated piping, site electrical, etc.

I. PROFESSIONAL SERVICES: **Barge** agrees to perform the following additional services under this Amendment:

Services to be provided under this amendment are provided in Exhibit A.

II. COMPENSATION: The compensation to be paid to **Barge** for providing the requested additional services, in accordance with the Schedule of Standard Charges included in the Agreement shall be:

The estimated fee for the services as described in Exhibit A is \$29,500.00.

III. TERMS AND CONDITIONS: Services performed under this amendment are subject to the same terms and conditions described in Items III through XIV of the Agreement.

Town of Thompsons Station		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:	Corey Napier	Printed Name:	Jonathan Childs, P.E.
Title:	Mayor	Title:	Senior Vice President
Address:	1550 Thompson's Station Rd, W Thompson's Station, TN 37179	Address:	615 Third Ave, S, Suite 700 Nashville, TN 37210
Date Signed:		Date Signed:	

Barge Design Solutions, Inc. (Barge) is proposing the following additional scope of services to the Town of Thompsons Station (Town) for the Regional Wastewater Treatment Plant Upgrades project. The scope of work is presented in the following elements:

- I. Scope of Services
- II. Project Schedule

I. Scope of Services

The scope of services is summarized into the following major tasks:

Task 1 – Facilities Plan

Task 2 – Environmental Review Materials

Task 3 – Public Involvement Meeting

Task 4 – Plan of Operations

The following sections provide a description of the purpose, activities, and deliverables anticipated for each of the tasks.

Task 1 – Facilities Plan

In support of the Town's objective to apply for a State Revolving Fund (SRF) loan from the Tennessee Department of Environment and Conservation (TDEC), Barge will prepare a Facilities Plan which will comply with SRF requirements and includes the following items:

1. Executive summary.
2. Need or justification for the project.
3. Description of the existing facilities, collection system, and area served.
4. Description of performance available with the existing facilities.
5. Description of the potential for serving additional areas based on the Town's adopted service area.
6. Analysis of infiltration and inflow.
7. Utilizing information developed in the Town's wastewater system master plan, future conditions will be described
 - a. Land use projections
 - b. Population Forecast
8. Development of alternatives and comparison of four alternatives including 'no action' alternative. Alternatives will be compared by the following:
 - a. Cost-effectiveness
 - b. Water & Energy Efficiency
 - c. Environmental Impacts
 - d. Feasibility

9. In support of the selected alternative, the following will be provided:
 - a. Detailed description
 - b. Fiscal sustainability
 - c. Public involvement
10. Estimate of Capital Costs
11. Estimate of O&M Costs, based on information provided by the Town
12. Estimate of Repair and Replacement Costs
13. Address of environmental justice (EJ) concerns
 - a. Identify minority and low-income population in project area
 - b. Evaluation of disproportionate risks to identified EJ populations
 - c. Identification of public participation opportunities for identified EJ populations
 - d. Evaluation of environmental/health risks among identified EJ populations that may be exacerbated construction and operation of the selected alternative
14. Public Involvement Meeting documentation as identified below

Barge will submit the draft report to the Town for review. Upon receipt of Town review comments, Barge will revise and finalize the plan. An electronic (pdf) and two hard copies will be provided to the Town of the final Facilities Plan.

During the development of the facilities plan, it is assumed there will be two meetings included in this scope. One meeting will be with staff from TDEC to review SRF requirements. One meeting will be held with Town staff to review the draft Facilities Plan.

The Town will advertise the Public Involvement Meeting and provide a transcript or recording of the meeting afterwards. Additionally, the Town will be responsible for obtaining a copy of the published newspaper advertisement and affidavit from the newspaper. See Task 3 for further details.

Task 2 – Environmental Review Materials

Barge will prepare inter-disciplinary Environmental Review (IER) information as required by the SRF program including the following:

- Project description
- USGS Map with location of planning area
- USGS Map with location of proposed project

Task 3 – Public Involvement Meeting

Barge will prepare one PowerPoint presentation for one public involvement meeting. Two Barge staff will attend the public meeting and participate in the presentation. For the meeting, it is assumed the Town will provide information on user fees and funding depreciation.

Task 4 – Plan of Operations

To meet SRF application requirements, a Plan of Operations must be developed. Barge will participate in one meeting with Town staff to discuss the Plan of Operations for the project. The following elements of the Plan of Operation will be discussed during the meeting:

- Schedule for essential activities to be undertaken during the construction, start-up, and Performance Certification periods.
- Development and implementation of staffing and training requirements
- Recordkeeping
- Reporting
- Laboratory controls
- Process controls and start-up
- Safety
- Emergency Operating Plan
- Maintenance management
- Creation and adherence to an Operation and Maintenance manual
- Budgetary considerations

Barge will document the meeting discussion and create the Plan of Operations based on this information and utilizing the template available on the TDEC website. Barge will provide the Town a copy of the completed Plan of Operations in electronic format for review. Upon receipt of review comments from the Town, Barge will finalize the document and provide one electronic copy and two hard copies.

Assumptions:

The following assumptions are applicable to the above scope of services:

- The documents and information described in the scope above are the only deliverables planned to be provided by Barge in support of the SRF application process. Any general information, Town financial information, or other documents requested by TDEC in the application process will be provided by the Town.

- The Town will be responsible for providing information on projected user rate changes due to the SRF loan.
- The Town will determine impacts on depreciation due to project costs.

II. Project Schedule

The preliminary project schedule is shown in the table below. Durations are time receipt by Barge of executed contract.

Task	Duration
Facilities Plan	2 months
Environmental Review	2 weeks
Public Involvement Meeting	Dependent on Town Schedule of Meeting
Plan of Operations	1 month

ORDINANCE NO. 2020-011

AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND TITLE 18 TO ADOPT A POLICY FOR WASTE WATER TAP TRANSFER

WHEREAS, the Utility Board and Town Staff for the Town of Thompson's Station is recommending to amend provisions under Title 18 of the Municipal Code for the Town of Thompson's Station by adopting certain policy and procedures for the purpose of the transfer of waste water taps; and

WHEREAS, the Board of Mayor and Aldermen, based on recommendations and considerations have determined that the transfer of waste water taps may be permitted and desire to have a policy for that purpose, and

WHEREAS, the Board of Mayor and Alderman understand there does not presently exist a policy for the transfer of waste water taps between developers and there exist a need for such policy as there exist developers who currently have assigned taps for which they may not use;

WHEREAS, the Board of Mayor and Alderman has determined adopting a waste water tap policy and procedure in order to ensure the public health and promote effective growth and proper development is in the best interest in the Town, and

WHEREAS, the Board of Mayor and Alderman by adopting and implementing the aforementioned policy and procedures for waste water tap transfer would amend and modify by adding Chapter 4 as provided hereinafter to Title 18, and

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 adopts as the policy and procedures for the transfer of waste water taps by adding to Title 18, Chapter 4 as follows:

18-401 INTRODUCTION

- (1) The Town of Thompson's Station in connection with efforts to improve the process for the management and oversight of the infrastructure of the Town, namely the waste water taps allocated to existing Developers and the need of future and requesting Developers, and in conjunction with the newly created Capacity Reservation Ordinance (CRO), the Town of Thompson's Station does create, authorize and approve this Waste Water Tap Transfer Policy as provided hereinafter as follows:

18-402 CREATION OF DATABASE

- (1) The Town shall create a database that shall be maintained by the Office of Planning and Zoning for the Town, for the purpose of tracking and maintaining the inventory of waste water taps that are currently assigned to existing Developers, along with a database of those requesting Developers in need of tap allocation.

18-403 NOTIFICATION BY DEVELOPER OF UNUSED TAPS

- (1) Those Developers, who hold existing waste water tap commitments and will not be utilizing all of the assigned taps in their development, shall notify the town of their desire to make those taps available for other developments. The Town will, through the below referenced capacity review process, determine the transferability of those unused, assigned waste water taps and facilitate a possible transfer of those taps.

18-404 RESERVATION APPLICATION

- (1) Those developers in need of capacity for waste water taps (requesting developer) shall submit to the Town, pursuant to the Capacity Reservation Ordinance (CRO), a capacity reservation application, along with the applicable fees for determination by the Town of the availability of capacity or the possibility of a transfer of assigned taps.

18-405 CAPACITY REVIEW

- (1) The Town shall process the application pursuant to the Capacity Reservation Ordinance, to include the capacity review by the engineer, along with all considerations of the Land Development Ordinance or other applicable considerations, as determined by the Town.

18-406 NOTIFICATION AS TO CAPACITY

- (1) If the Town is able to certify that capacity is available for the project, the applicant will be notified or if the determination is that such capacity does not exist, then such notification will be provided to the applicant or the requesting developer may be issued a conditional approval.

18-407 NOTIFICATION OF TRANSFER OF TAPS

- (1) Alternatively, if the Town, based on a review of the abovementioned database and considerations determines there exist available unused waste water taps from an existing tap holder that are available for transfer, the requesting developer shall be notified and those taps, at the discretion of the Town, will be utilized to satisfy the request of the applicant by the transfer of such taps from the holder of the taps to the requesting developer.

18-408 PAYMENT AND REIMBURSEMENT FOR TAP FEES

- (1) Should such assigned, unused taps be determined to be available for transfer, the Town will notify the requesting developer of the availability of those taps and the requesting developer shall pay the current existing tap fees to the Town for those taps. The Town shall then reimburse the existing tap holder/developer for the transferred waste water taps at the current existing tap fee rate upon and after the receipt of payment from the requesting developer for the transferred wastewater taps. The requesting developer shall have (30) days, from the date the Town provides written notification of the taps available for transfer, to make payment to the Town for the transferred taps. Should the requesting developer fail to make such payment within the allotted (30) days, the availability of the taps for transfer will be considered lapsed as to that requesting developer, and those taps identified for transfer shall be made available for consideration for other prospective requesting developers.

18-409 MISCELLANEOUS

- (1) All transfer of taps shall be subject to approval by the Town Staff for which the Town shall maintain records by and through the above referenced database of such transfer of taps from an existing developer to a requesting developer.

Section 2. If any section or part of the 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 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 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 _____, 2020.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

ORDINANCE NO. 2020-012

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND ORDINANCE NO. 99-002 AND TITLE 15, CHAPTER 2 OF THE
THOMPSON'S STATION'S MUNICIPAL CODE REGARDING SPEED LIMITS**

WHEREAS, the need to provide for the welfare and safety of the citizens of Thompson's Station upon the roadways within the Town is of utmost importance, and

WHEREAS, a consistent speed limit within residential subdivisions is needed, and

WHEREAS, the Board of Mayor and Aldermen have for their consideration the adoption of an amendment to Ordinance No. 99-002 and Title 15, Chapter 2 as proposed herein to create a consistent speed limit within residential subdivisions, and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of the Town to add a section to the language of Ordinance No. 99-002 to create said residential subdivision speed limit; and

WHEREAS, the Board of Mayor and Alderman have further determined that it is in the best interest of Town to add a new subsection to Title 15, Chapter 2, entitled, "Residential Subdivisions" in with the language as provided hereinafter; and

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 Ordinance No. 99-002 is amended and added thereto, as provided hereinafter, and a new subsection, 15-204, of Title 15, Chapter 2 is added with the language as provided hereinafter.

Section 2. That Title 15, Chapter 2, Subsection 15-204 is created by adding and inserting the following language:

15-204. Residential Subdivisions. It shall be unlawful for any person to operate or drive a motor vehicle upon any roadway or street located within the bounds of any residential subdivision within the Town of Thompson's Station at a rate of speed in excess of twenty (20) miles per hour, except where official signs have been posted indicating other speed limits.

Section 4. After final passage, Town Staff is directed to incorporate these changes into an updated ordinance document and municipal code.

Section 5. If any section or part of the 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 Ordinance is invalid in one or more of its applications, that section or part shall remain in effect for all other valid applications.

Section 6. This ordinance shall take effect upon the final reading and approval 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 _____, 2020.

Corey Napier, Mayor

ATTEST:

Regina Fowler, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

APPROVED AS TO FORM AND LEGALITY:

Town Attorney

Monthly Finance Report

Town of Thompson's Station

For the period ended September 30, 2020



Prepared by

Steve Banks, Finance Director

Prepared on

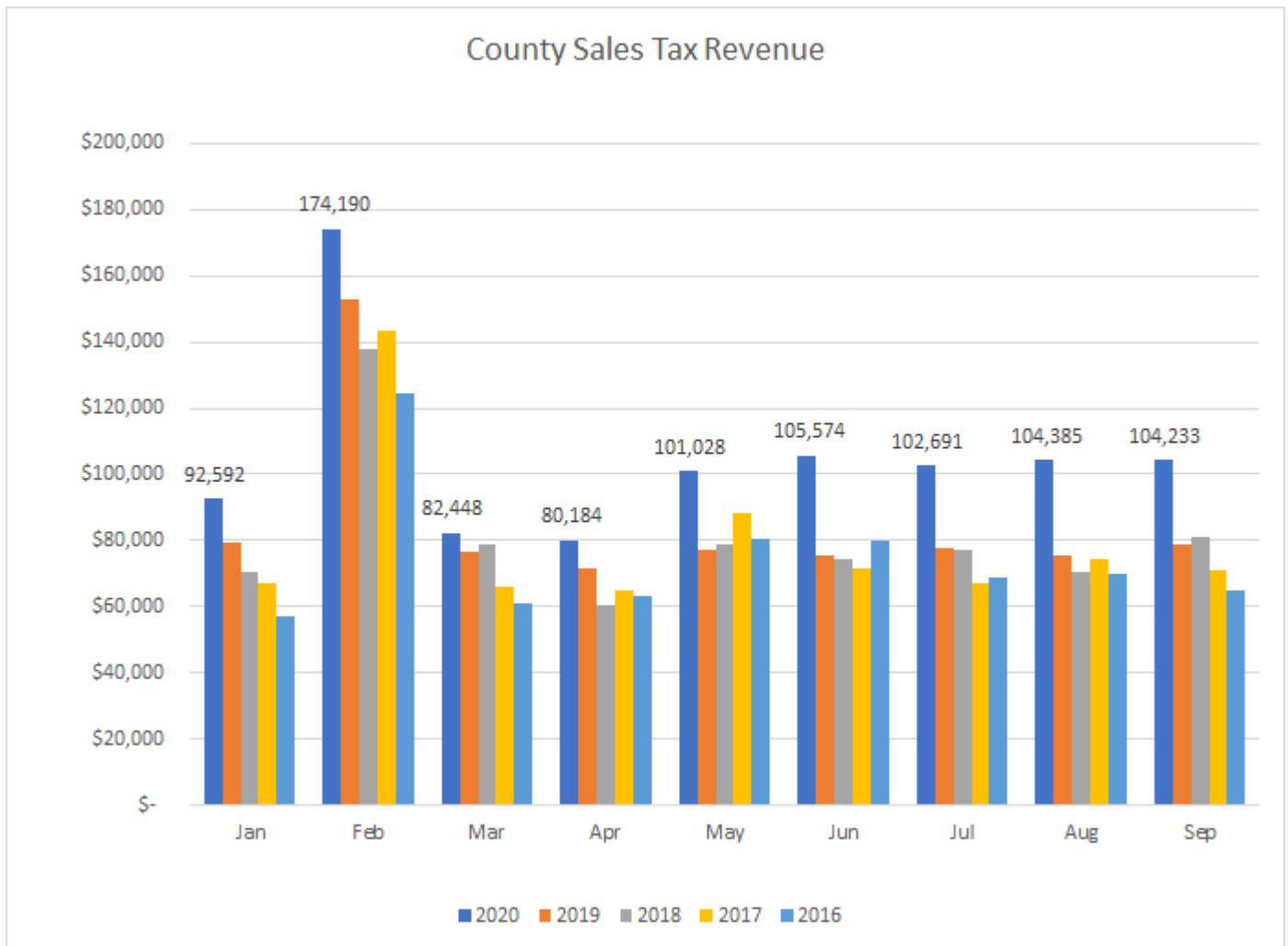
September 30, 2020

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Financial Summary - Notes

County Sales Tax Revenue is received at the end of each month and typically lags by 2 months.



New Residential Permits Issued

New Residential Permits Issued 2016 -2020

Monthly Comparison

	2016	2017	2018	2019	2020
January	17	11	12	19	12
February	16	29	24	6	13
March	23	21	17	16	11
April	19	6	24	33	20
May	23	18	15	23	14
June	24	13	10	14	22
July	10	21	17	13	12
August	19	17	31	25	5
September	4	26	21	15	20
October	17	9	17	8	
November	13	43	12	15	
December	13	8	5	16	
TOTAL FOR YEAR:	198	222	205	203	129
SFR:	153	181	173	160	100
TWN:	39	33	22	26	28
OTHER:	6	8	10	17	1

Wastewater Fund info

The wastewater fee is calculated from monthly data received from HB&TS water utility. The data is reviewed by the Finance Director and the wastewater fee is calculated, sent out for printing and mailing of statements.

This is a summary of that data for the September 30, 2020 data.

Account Types		Service Areas							Grand Total
	AW	BV	FC	HC	No Serv	RP	TV	(blank)	Grand Total
Builder		20	22				42		84
Combine						1			1
Commercial WW		2	1	13		25	13		54
No Bill	1	3		1		64	6	1	76
Wastewater	12	455	754				556		1777
#NAME?		1							1
(blank)									
Grand Total	13	481	777	14		64	32	612	1993
As September 11, 2020 meter reading from HB & TS									
Area	Sum of Water Usage								
AW	90,100	Allenwood							
BV	3,666,400	Bridgemore							
FC	5,330,400	Canterbury							
HC	235,900	Heritage Commons							
No Serv	1,023,100	Septic							
RP	684,000	Regional Plant							
TV	4,177,300	Tollgate							
Grand Total	15,207,200								
WW Billing for September 29, 2020									
Commercial	\$	27,447							
Builder accounts	\$	2,246							
Residential	\$	87,129							
Total WW Fees -	\$	116,822							
Accounts at \$55 cap									
No of Accounts		994							
Amount over \$55	\$	40,949							
Percent of all Res.		56%							

Current Debt Obligations

	9/30/2020				
	Current Debt as of this report				
Debt Limit	\$	5,000,000			
Current Balances					
Gen Fund Notes	\$	1,635,900			
Wastewater Note	\$	296,296			
Debt Limit Avail.	\$	3,067,804			
Capital Improvement Projects (Totals as presented at July 22, 2020 BOMA Workshop)					
	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>	<u>FY2025</u>
General Fund	\$ 2,904,000	\$ 4,825,800	\$ 9,063,600	\$ 5,163,600	\$ 4,447,900
Wastewater Fund	\$ 3,505,000	\$ 11,350,000	\$ -	\$ 670,000	\$ 9,000,000
Total CIP	\$ 6,409,000	\$ 16,175,800	\$ 9,063,600	\$ 5,833,600	\$ 13,447,900

General Fund: Budget VS Actuals

July 2020 - June 2021

	General Fund				Total			
	Actual	Budget	Remaining	% of Budget	Actual	Budget	Remaining	% of Budget
INCOME								
34100 Total Property Tax Revenues	1,111	290,000	288,889	0.00 %	1,111	290,000	288,889	0.00 %
34200 Total Sales Tax Revenues	505,962	1,650,000	1,144,038	31.00 %	505,962	1,650,000	1,144,038	31.00 %
34300 Total Gas Tax Revenues	44,417	175,000	130,583	25.00 %	44,417	175,000	130,583	25.00 %
34400 Total Building/Impact Fees	346,022	702,000	355,978	49.00 %	346,022	702,000	355,978	49.00 %
34500 Total Alcohol Tax Revenues	42,595	134,600	92,005	32.00 %	42,595	134,600	92,005	32.00 %
34600 Total Grants	164,926	164,000	-926	101.00 %	164,926	164,000	-926	101.00 %
34700 Total All Other Revenues	21,244	137,200	115,956	15.00 %	21,244	137,200	115,956	15.00 %
Total Income	1,126,278	3,252,800	2,126,522	35.00 %	1,126,278	3,252,800	2,126,522	35.00 %
GROSS PROFIT	1,126,278	3,252,800	2,126,522	35.00 %	1,126,278	3,252,800	2,126,522	35.00 %
EXPENSES								
43100 Total Payroll Costs	195,174	858,634	663,460	23.00 %	195,174	858,634	663,460	23.00 %
43200 Total Streets and Roads	33,675	236,000	202,325	14.00 %	33,675	236,000	202,325	14.00 %
43300 Total Professional Fees	60,045	413,000	352,955	15.00 %	60,045	413,000	352,955	15.00 %
43400 Total Operating Costs	92,414	243,650	151,236	38.00 %	92,414	243,650	151,236	38.00 %
43500 Total County Services	108,122	133,000	24,878	81.00 %	108,122	133,000	24,878	81.00 %
49030 Debt Service	140,903	294,211	153,308	48.00 %	140,903	294,211	153,308	48.00 %
49900 Total Capital Improvement Costs	126,596	2,904,000	2,777,404	4.00 %	126,596	2,904,000	2,777,404	4.00 %
Total Expenses	756,929	5,082,495	4,325,566	15.00 %	756,929	5,082,495	4,325,566	15.00 %
NET OPERATING INCOME	369,349	-1,829,695	-2,199,044	-20.00 %	369,349	-1,829,695	-2,199,044	-20.00 %
NET INCOME	\$369,349	\$ -1,829,695	\$ -2,199,044	-20.00 %	\$369,349	\$ -1,829,695	\$ -2,199,044	-20.00 %

General Fund - Statement of Activities

July - September, 2020

	Jul - Sep, 2020				Total			
	Current	Jul - Sep, 2019 (PY)	Change	% Change	Current	Jul - Sep, 2019 (PY)	Change	% Change
INCOME								
34100 Total Property Tax Revenues	1,111	2,888	-1,777	-62.00 %	1,111	2,888	-1,777	-62.00 %
34200 Total Sales Tax Revenues	505,962	374,680	131,282	35.00 %	505,962	374,680	131,282	35.00 %
34300 Total Gas Tax Revenues	44,417	46,710	-2,293	-5.00 %	44,417	46,710	-2,293	-5.00 %
34400 Total Building/Impact Fees	346,022	259,659	86,363	33.00 %	346,022	259,659	86,363	33.00 %
34500 Total Alcohol Tax Revenues	42,595	34,299	8,297	24.00 %	42,595	34,299	8,297	24.00 %
34600 Total Grants	164,926		164,926		164,926	0	164,926	0%
34700 Total All Other Revenues	21,244	21,461	-217	-1.00 %	21,244	21,461	-217	-1.00 %
Total Income	1,126,278	739,697	386,581	52.00 %	1,126,278	739,697	386,581	52.00 %
GROSS PROFIT	1,126,278	739,697	386,581	52.00 %	1,126,278	739,697	386,581	52.00 %
EXPENSES								
43100 Total Payroll Costs	194,157	194,923	-766	-0.00 %	194,157	194,923	-766	-0.00 %
43200 Total Streets and Roads	33,675	19,327	14,348	74.00 %	33,675	19,327	14,348	74.00 %
43300 Total Professional Fees	60,045	87,114	-27,069	-31.00 %	60,045	87,114	-27,069	-31.00 %
43400 Total Operating Costs	92,414	103,092	-10,678	-10.00 %	92,414	103,092	-10,678	-10.00 %
43500 Total County Services	108,122	26,978	81,145	301.00 %	108,122	26,978	81,145	301.00 %
49030 Debt Service	140,903	144,105	-3,202	-2.00 %	140,903	144,105	-3,202	-2.00 %
49900 Total Capital Improvement Costs	126,596	6,166	120,430	1,953.00 %	126,596	6,166	120,430	1,953.00 %
Total Expenses	755,912	581,705	174,207	30.00 %	755,912	581,705	174,207	30.00 %
NET OPERATING INCOME	370,365	157,992	212,373	134.00 %	370,365	157,992	212,373	134.00 %
NET INCOME	\$370,365	\$157,992	\$212,373	134.00 %	\$370,365	\$157,992	\$212,373	134.00 %

General Fund - EXPANDED Activities

July - September, 2020

	Jul 2020		Aug 2020		Sep 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Sep 2019 (PY)	Current	Jul - Sep, 2019 (PY)
INCOME								
34100 Total Property Tax Revenues							0	0
31111 Real Property Tax Revenue	676	717	101	2,135	334	36	1,111	2,888
Total 34100 Total Property Tax Revenues	676	717	101	2,135	334	36	1,111	2,888
34200 Total Sales Tax Revenues							0	0
31610 Local Sales Tax - Trustee	102,691	77,907	104,385	75,536	104,233	78,839	311,309	232,282
31810 Adequate School Facilities Tax	5,009	4,854	5,070	5,072	4,777	5,842	14,856	15,768
32260 Business Tax Revenue	58,066	4,258	2,658	8,505	8,840	4,019	69,564	16,783
33510 Local Sales Tax - State	36,731	36,953	39,706	41,942	33,797	30,952	110,233	109,847
Total 34200 Total Sales Tax Revenues	202,497	123,972	151,818	131,055	151,647	119,653	505,962	374,680
34300 Total Gas Tax Revenues							0	0
33552 State Streets & Trans. Revenue	782	782	782	782	782	782	2,346	2,346
33553 SSA - Motor Fuel Tax	6,700	7,897	7,609	7,627	7,259	7,954	21,568	23,478
33554 SSA - 1989 Gas Tax	3,001	1,256	1,174	1,183	1,165	1,321	5,340	3,760
33555 SSA - 3 Cent Gas Tax		2,327	2,175	2,192	2,158	2,447	4,334	6,966
33556 SSA - 2017 Gas Tax	3,366	3,156	3,833	3,051	3,632	3,953	10,830	10,161
Total 34300 Total Gas Tax Revenues	13,849	15,418	15,573	14,835	14,996	16,457	44,417	46,710
34400 Total Building/Impact Fees							0	0
32200 Building Permits	25,079	26,220	210,864	44,271	21,520	33,391	257,464	103,882
32230 Submittal & Review Fees	10,963	425	225	800	2,125	275	13,313	1,500
32300 Impact Fees	35,057	38,628	15,037	69,275	25,151	46,374	75,245	154,277
Total 34400 Total Building/Impact Fees	71,099	65,273	226,126	114,346	48,796	80,040	346,022	259,659
34500 Total Alcohol Tax Revenues							0	0
31710 Wholesale Beer Tax	12,285	9,430	11,820	9,856	10,098	10,137	34,203	29,423
31720 Wholesale Liquor Tax	1,877	187	2,454	1,354	1,836	992	6,167	2,533
33535 Mixed Drink Tax	850	620	669	1,155	706	568	2,225	2,342
Total 34500 Total Alcohol Tax Revenues	15,013	10,237	14,943	12,365	12,640	11,697	42,595	34,299
34600 Total Grants							0	0
33725 Greenways & Trails Grant					164,926		164,926	0

	Jul 2020		Aug 2020		Sep 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Sep 2019 (PY)	Current	Jul - Sep, 2019 (PY)
Total 34600 Total Grants					164,926		164,926	0
34700 Total All Other Revenues							0	0
31900 CATV Franchise Fee Income		4,799	6,361	2,948			6,361	7,747
36120 Interest Earned - Invest. Accts	891	3,189	1,378	3,328	1,050	3,036	3,319	9,554
37746 Parks Revenue	56	1,050	5,748	2,087	3,461	899	9,265	4,036
37747 Parks Deposit Return		-200		-1,400			0	-1,600
Total 37746 Parks Revenue	56	850	5,748	687	3,461	899	9,265	2,436
37990 Other Revenue	850	575	850	575	600	575	2,300	1,725
Total 34700 Total All Other Revenues	1,797	9,413	14,336	7,538	5,111	4,510	21,244	21,461
Total Income	304,931	225,030	422,896	282,274	398,450	232,393	1,126,278	739,697
GROSS PROFIT	304,931	225,030	422,896	282,274	398,450	232,393	1,126,278	739,697
EXPENSES								
43100 Total Payroll Costs							0	0
41110 Payroll Expense	54,966	44,300	47,224	52,810	47,167	55,663	149,358	152,773
41141 Payroll Taxes - FICA	3,397	2,850	2,917	3,274	2,910	3,451	9,224	9,575
41142 Payroll Taxes - Medicare	795	667	682	766	681	807	2,157	2,239
41147 Payroll Taxes - SUTA	137	110	-128	58		86	9	254
41289 Employee Retirement Expense	2,647	5,465	2,204	2,164	2,201	2,221	7,052	9,849
41514 Insurance - Employee Medical	10,536	6,876	8,227	4,895	7,593	8,461	26,357	20,232
Total 43100 Total Payroll Costs	72,479	60,267	61,127	63,967	60,552	70,689	194,157	194,923
43200 Total Streets and Roads							0	0
41264 Repairs & Maint - Vehicles		160		2,300		1,198	0	3,658
41268 Repairs & Maint-Roads, Drainage	3,073	1,820	-11	2,188	3,818	1,792	6,881	5,801
41269 SSA - Street Repair Expense	337	630	10,122	2,092	12,670	838	23,129	3,560
41270 Vehicle Fuel & Oil Expense	2,603	2,441		1,603	1,062	2,266	3,665	6,309
Total 43200 Total Streets and Roads	6,014	5,051	10,111	8,183	17,551	6,093	33,675	19,327
43300 Total Professional Fees							0	0
41252 Prof. Fees - Legal Fees		20,680	16,100		19,883	21,810	35,983	42,490
41253 Prof. Fees - Auditor				1,500		2,500	0	4,000
41254 Prof. Fees-Consulting Engineers	8,582	1,815		9,878	12,490	13,751	21,072	25,444
41259 Prof. Fees - Other		15,180	2,990				2,990	15,180

	Jul 2020		Aug 2020		Sep 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Sep 2019 (PY)	Current	Jul - Sep, 2019 (PY)
Total 43300 Total Professional Fees	8,582	37,675	19,090	11,378	32,373	38,061	60,045	87,114
43400 Total Operating Costs							0	0
41211 Postage, Freight & Express Chgs		156			289		289	156
41221 Printing, Forms & Photocopy Exp		467					0	467
41231 Publication of Legal Notices		95	236	208	47	52	283	356
41235 Memberships & Subscriptions	1,785	1,750			452		2,237	1,750
41241 Utilities - Electricity	940	938	1,129	1,223	1,030	1,168	3,099	3,329
41242 Utilities - Water	191	257	172	210	163	271	527	738
41244 Utilities - Gas	79	78	79	82	79	82	236	242
41245 Telecommunications Expense	450	405	450	425	450	440	1,350	1,270
41265 Parks & Rec. Expense	500	500	500	500	519	1,817	1,519	2,817
41280 Travel Expense		774					0	774
41285 Continuing Education Expense		1,493	319		219	165	538	1,658
41300 Economic Development Expense	399	500				599	399	1,099
41311 Office Expense	7,935	6,692	5,980	19,736	6,234	7,004	20,150	33,433
41511 Insurance - Property		23,064	28,646		-1,500	-1,250	27,146	21,814
41512 Insurance - Workers Comp.			15,233	14,486			15,233	14,486
41513 Insurance - Liability				16,009	4,582		4,582	16,009
41515 Insurance - Auto				2,694	3,204		3,204	2,694
41516 Insurance - E & O					10,624		10,624	0
42100 Permits and Fees					1,000		1,000	0
Total 43400 Total Operating Costs	12,280	37,170	52,743	55,573	27,392	10,348	92,414	103,092
43500 Total County Services							0	0
41291 Animal Control Services	8,122	659		659		659	8,122	1,978
41800 Emergency Services	100,000	8,333		8,333		8,333	100,000	25,000
Total 43500 Total County Services	108,122	8,993		8,993		8,993	108,122	26,978
49030 Debt Service					140,903	144,105	140,903	144,105
49900 Total Capital Improvement Costs							0	0
41940 Capital Projects							0	0
1555 Office Renovations						1,966	0	1,966
Critz Lane Phase 1	28,800		9,331	4,200	1,270		39,401	4,200

	Jul 2020		Aug 2020		Sep 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Sep 2019 (PY)	Current	Jul - Sep, 2019 (PY)
Park Improvements			37,145		50,050		87,195	0
Total 41940 Capital Projects	28,800		46,476	4,200	51,320	1,966	126,596	6,166
Total 49900 Total Capital Improvement Costs	28,800		46,476	4,200	51,320	1,966	126,596	6,166
Total Expenses	236,276	149,155	189,547	152,294	330,090	280,256	755,912	581,705
NET OPERATING INCOME	68,655	75,875	233,350	129,980	68,361	-47,863	370,365	157,992
NET INCOME	\$68,655	\$75,875	\$233,350	\$129,980	\$68,361	\$ -47,863	\$370,365	\$157,992

General Fund - Capital Expenditures

July - September, 2020

Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount
Ordinary Income/Expenses							
Expenses							
49900 Total Capital Improvement Costs							
41940 Capital Projects							
Critz Lane Phase 1							
07/31/2020	Check	5880	Richard and Linda Emeott	General Fund	4500 Community Development	ROW Tract #18	26,719
07/31/2020	Check	5881	Wells Fargo Bank	General Fund	4500 Community Development	ROW Tract #18 - Richard and Linda Emeott	2,081
08/01/2020	Bill	20-11732	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI pre-bidding out of pocket expenses	181
08/01/2020	Bill	20-11732	Ragan-Smith Associates, Inc.	General Fund	8000 - Town Hall	CEI Services for Critz Lane Phase 1 pre-bid	8,890
08/01/2020	Bill	1507	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Community Development	ROW Critz Lane phase 1	260
09/11/2020	Bill	1538	Reynolds, Potter, Ragan & Vandivort, PLC	General Fund	4500 Community Development	ROW and other Critz project	1,020
09/18/2020	Check	5917	Benjamin and Claire Hailey	General Fund	4500 Community Development	Mail box compenstation	250
Total for Critz Lane Phase 1							\$39,401

Park Improvements

Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount
08/01/2020	Bill	118181003-0720	Kimley-Horn	General Fund	9000 - Parks & Recreation	ATP Grant - Greenways Phase 3 trailways	15,475
08/01/2020	Bill	118181002-0720	Kimley-Horn	General Fund	9000 - Parks & Recreation	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	21,670
09/09/2020	Bill	118181003-0820	Kimley-Horn	General Fund	9000 - Parks & Recreation	ATP Grant - Greenways Phase 3 trailways	26,625
09/09/2020	Bill	118181002-0820	Kimley-Horn	General Fund	9000 - Parks & Recreation	Resolution 2020-002 - ATP Grant for Phase 2 of Trailways grant through Preservation Park	23,425
Total for Park Improvements							\$87,195
Total for 41940 Capital Projects							\$126,596
Total for 49900 Total Capital Improvement Costs							\$126,596
Total for Expenses							\$126,596
Net Income							\$ -126,596

General Fund Debt Obligations

July - September, 2020

Date	Transaction Type	Num	Name	Division	Class	Memo/Description	Amount	Balance
Ordinary Income/Expenses								
Expenses								
49030 Debt Service								
09/09/2020	Check	5908	First Horizon Bank	General Fund	8000 - Town Hall	Interest payment - Loan 80303732	18,705	18,705
09/23/2020	Bill	Note168026 3	First Farmers & Merchants Bank	General Fund	8000 - Town Hall	Principle -	115,300	134,005
09/23/2020	Bill	Note168026 3	First Farmers & Merchants Bank	General Fund	8000 - Town Hall	Interest	6,898	140,903
Total for 49030 Debt Service							\$140,903	
Total for Expenses							\$140,903	
Net Income							\$ -140,903	

NOTE

First Horizon note payable

Balance \$1,290,000 Interest Rate is 2.90% Interest paid semi-annually, principal paid annually

First Farmers note payable

Balance \$ 345,900 Interest Rate is 2.85 % Interest paid semi-annually, principal paid annually

Wastewater Fund Budget VS Actuals

July - September, 2020

	Wastewater					Total				
	Actual	Budget	over Budget	Remaining	% Remaining	Actual	Budget	over Budget	Remaining	% Remaining
INCOME										
34090 Total Wastewater Fees	341,652	328,242	13,410	-13,410	-4.00 %	341,652	328,242	13,410	-13,410	-4.00 %
341090 Total Tap Fees	111,701	78,126	33,575	-33,575	-43.00 %	111,701	78,126	33,575	-33,575	-43.00 %
34700 Total All Other Revenues	1,909	3,705	-1,796	1,796	48.00 %	1,909	3,705	-1,796	1,796	48.00 %
Total Income	455,262	410,073	45,189	-45,189	-11.00 %	455,262	410,073	45,189	-45,189	-11.00 %
GROSS PROFIT	455,262	410,073	45,189	-45,189	-11.00 %	455,262	410,073	45,189	-45,189	-11.00 %
EXPENSES										
43100 Total Payroll Costs	36,146	73,651	-37,505	37,505	51.00 %	36,146	73,651	-37,505	37,505	51.00 %
43300 Total Professional Fees	2,800	42,498	-39,698	39,698	93.00 %	2,800	42,498	-39,698	39,698	93.00 %
43400 Total Operating Costs	40,694	70,206	-29,512	29,512	42.00 %	40,694	70,206	-29,512	29,512	42.00 %
43600 Total Interest Expense	1,970	2,376	-406	406	17.00 %	1,970	2,376	-406	406	17.00 %
49900 Total Capital Improvement Costs	831,931	871,251	-39,320	39,320	5.00 %	831,931	871,251	-39,320	39,320	5.00 %
Total Expenses	913,542	1,059,982	-146,440	146,440	14.00 %	913,542	1,059,982	-146,440	146,440	14.00 %
NET OPERATING INCOME	-458,279	-649,909	191,630	-191,630	29.00 %	-458,279	-649,909	191,630	-191,630	29.00 %
OTHER EXPENSES										
Depreciation	112,500	132,486	-19,986	19,986	15.00 %	112,500	132,486	-19,986	19,986	15.00 %
Total Other Expenses	112,500	132,486	-19,986	19,986	15.00 %	112,500	132,486	-19,986	19,986	15.00 %
NET OTHER INCOME	-112,500	-132,486	19,986	-19,986	15.00 %	-112,500	-132,486	19,986	-19,986	15.00 %
NET INCOME	\$ -570,779	\$ -782,395	\$211,616	\$ -211,616	27.00 %	\$ -570,779	\$ -782,395	\$211,616	\$ -211,616	27.00 %

Wastewater Fund Statement of Activities

July - September, 2020

	Jul - Sep, 2020				Total			
	Current	Jul - Sep, 2019 (PY)	Change	% Change	Current	Jul - Sep, 2019 (PY)	Change	% Change
INCOME								
34090 Total Wastewater Fees	341,652	317,439	24,213	8.00 %	341,652	317,439	24,213	8.00 %
341090 Total Tap Fees	111,701	130,000	-18,299	-14.00 %	111,701	130,000	-18,299	-14.00 %
34700 Total All Other Revenues	1,909	6,057	-4,148	-68.00 %	1,909	6,057	-4,148	-68.00 %
Total Income	455,262	453,496	1,766	0.00 %	455,262	453,496	1,766	0.00 %
GROSS PROFIT	455,262	453,496	1,766	0.00 %	455,262	453,496	1,766	0.00 %
EXPENSES								
43100 Total Payroll Costs	36,146	35,600	547	2.00 %	36,146	35,600	547	2.00 %
43300 Total Professional Fees	2,800	17,399	-14,599	-84.00 %	2,800	17,399	-14,599	-84.00 %
43400 Total Operating Costs	40,694	50,185	-9,491	-19.00 %	40,694	50,185	-9,491	-19.00 %
43600 Total Interest Expense	1,970	2,666	-696	-26.00 %	1,970	2,666	-696	-26.00 %
49900 Total Capital Improvement Costs	831,931	8,412	823,519	9,790.00 %	831,931	8,412	823,519	9,790.00 %
Total Expenses	913,542	114,262	799,280	700.00 %	913,542	114,262	799,280	700.00 %
NET OPERATING INCOME	-458,279	339,235	-797,514	-235.00 %	-458,279	339,235	-797,514	-235.00 %
OTHER EXPENSES								
Depreciation	112,500	112,500	0	0.00 %	112,500	112,500	0	0.00 %
Total Other Expenses	112,500	112,500	0	0.00 %	112,500	112,500	0	0.00 %
NET OTHER INCOME	-112,500	-112,500	0	0.00 %	-112,500	-112,500	0	0.00 %
NET INCOME	\$ -570,779	\$226,735	\$ -797,514	-352.00 %	\$ -570,779	\$226,735	\$ -797,514	-352.00 %

Wastewater Fund EXPANDED Activities

July - September, 2020

	Jul 2020		Aug 2020		Sep 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Sep 2019 (PY)	Current	Jul - Sep, 2019 (PY)
INCOME								
34090 Total Wastewater Fees							0	0
31000 Wastewater Treatment Fees	111,955	101,578	111,026	105,522	116,871	99,268	339,852	306,368
31010 Septage Disposal Fees	750	750	600	750	450	650	1,800	2,150
31050 Late Payment Penalty		3,460		1,782		3,678	0	8,921
Total 34090 Total Wastewater Fees	112,705	105,788	111,626	108,054	117,321	103,597	341,652	317,439
341090 Total Tap Fees							0	0
33000 Tap Fees	43,900	32,500	28,250	62,500	39,550	35,000	111,701	130,000
Total 341090 Total Tap Fees	43,900	32,500	28,250	62,500	39,550	35,000	111,701	130,000
34700 Total All Other Revenues							0	0
36120 Interest Earned - Invest. Accts	682	1,916	637	2,088	590	1,984	1,909	5,987
37990 Other Revenue		70					0	70
Total 34700 Total All Other Revenues	682	1,986	637	2,088	590	1,984	1,909	6,057
Total Income	157,287	140,274	140,514	172,642	157,462	140,580	455,262	453,496
GROSS PROFIT	157,287	140,274	140,514	172,642	157,462	140,580	455,262	453,496
EXPENSES								
43100 Total Payroll Costs							0	0
41110 Payroll Expense	9,351	9,061	9,351	9,317	9,351	9,189	28,053	27,567
41141 Payroll Taxes - FICA	580	562	580	578	580	570	1,739	1,709
41142 Payroll Taxes - Medicare	136	131	136	135	136	133	407	400
41289 Employee Retirement Expense	468	453	468	466	468	459	1,403	1,378
41514 Insurance - Employee Medical	1,515	1,515	1,515	1,515	1,515	1,515	4,545	4,545
Total 43100 Total Payroll Costs	12,049	11,722	12,049	12,011	12,049	11,867	36,146	35,600
43300 Total Professional Fees							0	0
41252 Prof. Fees - Legal Fees			1,600		1,200	3,960	2,800	3,960
41254 Prof. Fees-Consulting Engineers				4,553			0	4,553
41259 Prof. Fees - Other		3,120		1,003		4,763	0	8,886
Total 43300 Total Professional Fees		3,120	1,600	5,556	1,200	8,723	2,800	17,399
43400 Total Operating Costs							0	0

	Jul 2020		Aug 2020		Sep 2020		Total	
	Current	Jul 2019 (PY)	Current	Aug 2019 (PY)	Current	Sep 2019 (PY)	Current	Jul - Sep, 2019 (PY)
41211 Postage, Freight & Express Chgs	698	456	456	669	708	456	1,862	1,581
41220 Lab Water Testing			325		163	163	488	163
41221 Printing, Forms & Photocopy Exp	486				492	1,140	978	1,140
41235 Memberships & Subscriptions	870						870	0
41241 Utilities - Electricity	6,478	8,314	6,288	7,726	8,756	7,360	21,521	23,401
41242 Utilities - Water	187	111	306	292	207	338	700	741
41245 Telecommunications Expense	155	155	155	155	635	165	945	475
41260 Repairs & Maint WW	686	12,256	2,006	3,984	4,914	1,550	7,606	17,790
41285 Continuing Education Expense					170		170	0
41311 Office Expense	126		2,469		128		2,723	0
41320 Supplies Expense		629		607	1,256	516	1,256	1,752
41691 Bank Charges	538	518	518	521	519	527	1,575	1,566
42100 Permits and Fees		827				750	0	1,577
Total 43400 Total Operating Costs	10,223	23,266	12,523	13,954	17,949	12,965	40,694	50,185
43600 Total Interest Expense							0	0
41633 Interest Expense - Note Payable	662	889	664	899	645	879	1,970	2,666
Total 43600 Total Interest Expense	662	889	664	899	645	879	1,970	2,666
49900 Total Capital Improvement Costs							0	0
41940 Capital Projects							0	0
Approved Budget Capital Expenditures	231,077		358,062	8,412	242,792		831,931	8,412
Total 41940 Capital Projects	231,077		358,062	8,412	242,792		831,931	8,412
Total 49900 Total Capital Improvement Costs	231,077		358,062	8,412	242,792		831,931	8,412
Total Expenses	254,010	38,997	384,898	40,831	274,634	34,434	913,542	114,262
NET OPERATING INCOME	-96,723	101,277	-244,384	131,811	-117,172	106,146	-458,279	339,235
OTHER EXPENSES								
Depreciation	37,500	37,500	37,500	37,500	37,500	37,500	112,500	112,500
Total Other Expenses	37,500	37,500	37,500	37,500	37,500	37,500	112,500	112,500
NET OTHER INCOME	-37,500	-37,500	-37,500	-37,500	-37,500	-37,500	-112,500	-112,500
NET INCOME	\$ -134,223	\$63,777	\$ -281,884	\$94,311	\$ -154,672	\$68,646	\$ -570,779	\$226,735

Wastewater Fund Capital Projects Activity

July - September, 2020

Date	Transaction Type	Num	Name	Division	Memo/Description	Amount
Ordinary Income/Expenses						
Expenses						
49900 Total Capital Improvement Costs						
41940 Capital Projects						
Approved Budget Capital Expenditures						
07/07/2020	Bill	Pay #9	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	221,327
07/17/2020	Bill	20413	EarthSearch Soil Consulting LLC	Wastewater	Alexander property soil testing - addition	9,750
08/04/2020	Bill	Pmt 10	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation	140,691
08/10/2020	Bill	180595	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	14,300
08/10/2020	Bill	180596	Barge Design Solutions, Inc.	Wastewater	WWTP Design BOMA resolution 2020-007	203,071
09/04/2020	Bill	181335	Barge Design Solutions, Inc.	Wastewater	Hill property Drip Field project management	11,289
09/04/2020	Bill	181336	Barge Design Solutions, Inc.	Wastewater	WWTP Design BOMA resolution 2020-007	116,507
09/11/2020	Bill	Pay no 11	W & O Construction Co.	Wastewater	Hill Property Drip Fields installation #11	114,996
Total for Approved Budget Capital Expenditures						\$831,931
Total for 41940 Capital Projects						\$831,931

Date	Transaction Type	Num	Name	Division	Memo/Description	Amount
Total for 49900 Total Capital Improvement Costs						\$831,931
Total for Expenses						\$831,931
Net Income						\$ -831,931

Unaudited CASH BALANCES

General Fund Cash Position	Jul	Aug	Sep
Checking	\$ 1,552,793	\$ 1,656,883	\$ 1,709,650
Savings	\$ 4,666,392	\$ 5,666,678	\$ 5,668,820
Less: Reserve	\$ (1,040,195)	\$ (1,040,481)	\$ (1,040,481)
Total Cash	\$ 5,178,990	\$ 6,283,080	\$ 6,337,989
<i>Less:</i>			
Note Balance (First Farmers)	\$ (461,200)	\$ (461,200)	\$ (345,900)
Note Balance (First Tennessee)	\$ (1,290,000)	\$ (1,290,000)	\$ (1,290,000)
Due to Wastewater Fund	\$ (85,089)	\$ (70,793)	\$ (44,371)
Accounts Payable	\$ (11,081)	\$ (46,554)	\$ (5,383)
Critz Lane Projects & related		\$ (1,528,900)	\$ (1,709,900)
Committed	\$ (295,492)	\$ (284,552)	\$ (248,628)
Total Available Funds	\$ 3,036,128	\$ 2,601,081	\$ 2,693,807

Wastewater Funds Cash Position	Jul	Aug	Sep
Checking	\$ 342,485	\$ 61,564	\$ 86,344
Savings	\$ 3,340,174	\$ 3,090,174	\$ 3,141,401
Less: Reserve	\$ (522,069)	\$ (522,158)	\$ (522,158)
Total Cash	\$ 3,160,590	\$ 2,629,580	\$ 2,705,587
<i>Add:</i>			
Accounts Receivable	\$ 203,765	\$ 200,103	\$ 222,269
Due from Gen Fund	\$ 85,089	\$ 70,793	\$ 44,371
<i>Less:</i>			
Note Balance (Franklin Synergy)	\$ (315,815)	\$ (305,556)	\$ (296,296)
Accounts Payable	\$ (1,413)	\$ (1,413)	\$ (3,478)
Deposits	\$ (24,450)	\$ (27,675)	\$ (33,150)
<i>Less Committed:</i>			
Hill Prop Drip Fields	\$ (870,372)	\$ (729,681)	\$ (631,013)
Cell #1 repairs	\$ (300,000)	\$ -	\$ -
All Other	\$ (874,053)	\$ (656,329)	\$ (839,594)
Total Available Funds	\$ 1,063,341	\$ 1,179,822	\$ 1,168,696