

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
November 8, 2016**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

Consideration Of The Minutes Of The October 11, 2016 Meeting.

Documents:

[10112016 MINUTES.PDF](#)

Public Comments-

Reports-

BOMA Report

Town Administrator Report

Documents:

[TA REPORT 11082016.PDF](#)
[WCS REQUEST TA REPORT.PDF](#)

Finance Report

Documents:

[2016 11 BOMA FINANCE REPORT.PDF](#)

Unfinished Business:

New Business:

1. Resolution 2016-023

A Resolution of the Town of Thompson's Station, Tennessee to approve a contract with Ecostruct Group, LLC for the construction of a subsurface wastewater drip field project in Tollgate Village and to authorize the Mayor to sign the contract.

Documents:

[DRIP IRRIGATION PROJECT PUBLIC NOTICE.PDF](#)
[RESOLUTION 2016-023 ECOSTRUCT TOLLGATE DRIP FIELD.PDF](#)
[DRIP FIELD PROJECT MEMO.PDF](#)
[DRIP IRRIGATION PROJECT BID_SHEET.PDF](#)

2. Resolution 2016-024

A Resolution of the Town of Thompson's Station, Tennessee authorizing the acquisition of property by negotiation or condemnation for the realignment of Critz Lane and a new intersection with Columbia Pike.

Documents:

[RESOLUTION 2016-024 ACQUIRE PROPERTY FOR CRITZ REALIGNMENT HILL FERRARI.PDF](#)
[CRITZ LANE ATTACHMENT.PDF](#)
[CRITZ LANE REALIGNMENT PROJECT MEMO.PDF](#)

3. Resolution 2016-025

A Resolution of the Town of Thompson's Station, Tennessee to approve an amendment to the existing lease of the Granery Building currently occupied by H. Clark Distillery LLC.

Documents:

[LEASE AGREEMENT - H CLARK DISTILLING CO.PDF](#)
[FIRST AMENDMENT, GRANARY LEASE - THOMPSONS STATION.PDF](#)
[GRANARY LEASE MEMO.PDF](#)

4. Resolution 2016-026

A Resolution of the Town of Thompson's Station, Tennessee to approve the purchase of a vintage fire engine.

Documents:

[RESOLUTION 2016-026 APPROVE TO VINTAGE FIRE TRUCK.PDF](#)

5. Resolution 2016-027

A Resolution of the Town of Thompson's Station, Tennessee to approve a subdivision development agreement with MBSC Bridgemore Village, LLC for Phase 8 of Bridgemore Village and to authorize the Mayor to execute said agreement.

Documents:

[BV PHASE 8 DEVELOPMENT AGREEMENT.PDF](#)
[RESOLUTION 2016-027 MBSC BRIDGEMORE VILLAGE, LLC PHASE 8.PDF](#)

Design Review Commission Appointments (Two Vacancies)

Kim Peterson (re-appointment) - three-year term expiring December 2019.
Huntley Gordon (new candidate) - three-year term expiring December 2019.

Documents:

[TS DRC LETTER - HUNTLY GORDON.PDF](#)

Adjourn

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

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
October 11, 2016

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Tuesday, October 11, 2016 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brinton Davis; Alderman Sarah Benson; Alderman Graham Shepard; Alderman Brandon Bell; Town Administrator Joe Cosentini; Town Finance Director Tammy Womack; Town Attorney Todd Moore and Town Clerk Jennifer Jones.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the September 13, 2016 Regular Meeting were submitted.

Alderman Davis made a motion to accept the minutes of the September 13, 2016 regular meeting as submitted. The motion was seconded and carried unanimously.

Public Comments:

None

Unfinished Business:

- 1. Second Reading and Public Hearing of Ordinance 2016-014, an Ordinance granting a franchise to Atmos Energy Corporation, for a period of Twenty (20) years for the distribution of natural gas within the Town of Thompson's Station, Williamson County, Tennessee.**

Public Comment:

Ben Dilks - 2013 Calloway Park Place - Concerns regarding the tax and hopes that the Town will reconsider. Feels like it would be singling out the neighborhoods.

Brian Stover - 2059 Bungalow Drive - Opposed against the tax.

After discussion, Alderman Bell made a motion to approve Ordinance 2016-014, and Ordinance granting a franchise to Atmos Energy Corporation, for a period of Twenty (20) years for the distribution of natural gas within the Town of Thompson's Station, Williamson County with modifications as that the fee structure be phased at 0% for years 0 to 5, at 2 % for years 6 to 10, at 3.5% for years 11 to 15, and 5% for years 16 to 20, while keeping the provision to re-evaluate at the 10-year point. The motion was seconded and carried by vote of 4-1, with Alderman Shepard casting the dissenting vote.

Public Comment for Two Farms:

Board of Mayor and Aldermen – Minutes of the Meeting
October 11, 2016

Nancy Leeton – 1463 Coleman Rd. – Concerns over roads, eagles, and traffic.

Emma Pacilli – 5518 Hargrove Rd. – Concerns over taxes, community rights.

Craig Morris – 2820 Candlewicke – Concerns about traffic, congestion and fast growth.

Phil Yates – 3805 Mystico Lane – Annexation, road, traffic and tax concerns

Scott Moore – 1315 Erin Lake Ln – Concerns about lack of information and ambiguous details. Traffic concerns.

Reid Basso – 1776 Lewisburg Pk – Higher tax rate concerns

Tom Mason – 1388 Hunter Rd – Concerns about the annexation process & Urban Growth Boundary laws.

Rob Shaffer – 1804 Popes Chapel Rd – Concerns regarding the benefit to the community.

Pat Thomas -7491 Caney Fork Rd – Legal/Ethical concerns.

Sean Gavitt – 5840 Peaceful Haven Ln – Ecological and wildlife concerns.

Anne Goetze – 4080 Carters Creek Pike – Doesn't like development.

George Adams – 1747 Cayce Springs Rd – Concerns over too much growth too soon.

Johnathan Brill – 1010 Garner Hall – Concerns over infrastructure, eminent domain, traffic and lack of studies.

Greg Sassman – 3003 Blossom Trail Ln. – Concerns over procedural errors and property tax increase. Has intentions to sue.

Michael Abbott – Keller, TX – Developer. Project is based around new LDO. Has every intention to protect open space.

Renea Lesterjett – 1404 Coleman Rd. – Concerns over lack of information and road improvements

Paul Pratt, Jr. – 3228 Baker Lane – Has investment in the development.

Jim Alcott – 3220 Blazer Rd. – Cooperate and work together with the County and with your neighbors.

Susan Williams – 1506/1508/1510 Coleman Rd – Concerns regarding roadways and schools.

Wes Collins – 1884 West Harpeth Rd. – In favor of project. Would like to see a controlled development and make sure the infrastructure can handle it.

Ron Block – 2065 Carters Creek Pike - Traffic, Infrastructure, and community concerns.
Crystal Brill – 1010 Garner Hall – Traffic, roadway and greenspace concerns.

Mayor Napier then closed public comment.

New Business:

- 2. Public Hearing and Resolution 2016-020 – A Resolution of the Town of Thompson’s Station, Tennessee to amend Resolution No. 2015-013 and to ratify the Annexation of certain properties into the Town, said properties being generally located North of I-840 and North and South of West Harpeth Road and approval of the Plan of Services for said Annexation.**

After discussion, Alderman Davis then made a motion to approve Resolution 2016-020 – A Resolution of the Town of Thompson’s Station, Tennessee to amend Resolution number 2015-13 and to ratify the Annexation of certain properties into the Town, said properties being generally located North of I-840 and North and South of West Harpeth Road and approval of the Plan of Services for said Annexation. The motion was seconded and approved unanimously.

- 3. Public Hearing and Resolution 2016-022 – A Resolution of the Town of Thompson’s Station, Tennessee calling for a Referendum to Annex certain properties into the Town and to approve a Plan of Services for said Properties being generally located North of the current Corporate limits of the Town and South of Coleman Road.**

After discussion, Alderman Bell made a motion to approve Resolution 2016-022, a Resolution of the Town of Thompson’s Station, Tennessee calling for a Referendum to Annex certain properties into the Town and to approve a Plan of Services for said Properties being generally located North of the current Corporate limits of the Town and South of Coleman Road. The motion was seconded and carried unanimously.

BOMA Report - None

Town Administrator Report

Mr. Cosentini updated the Board about the following items:

- The Town is currently in the process of sending out a special census so that we can receive our portion of the State revenue.
- The Parks Commission is in the process of finalizing the master plan for Preservation Park and is asking the Board of Mayor and Alderman for \$165,000 for proposed park improvements.

Alderman Benson made a motion to allocate \$165,000 to the Parks Commission Budget. The motion was seconded and carried by all.

- We have received updated drawings for Town Hall, and expect bidding to start in January or February and breaking ground in the Spring.
- Survey work is beginning on the Critz Lane area, and letters have been sent out to notify residents.

Board of Mayor and Aldermen – Minutes of the Meeting
October 11, 2016

- First Response Environmental Group should begin processing the contents of Cell 1 at our Wastewater Facility. The timeframe is contingent and will report back to BOMA as information becomes available.
- The Planning Commission mentioned that they would like the BOMA to adopt a noise ordinance, and will probably make a formal request soon.

Finance Report –

Mrs. Womack updated the Town regarding the Finance report noting formatting changes on the cash report and that our largest expenditures were with the Trail Project.

Adjourn

There being no further business, the meeting was adjourned at 9:18 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder

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www.thompsons-station.com



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

DATE: November 2, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: TA Report 11/8/2016

Non-Agenda Updates:

Williamson County Schools:

We have received a request from the Williamson County Schools Facilities Director regarding the Town's construction hours. Since it will be getting dark earlier, they are requesting a 6AM start instead of the 7AM time per our construction hour ordinance in order to stay on schedule for the school opening. If agreeable, the Board would need to waive general enforcement of this ordinance for the new school project. An alternative would be to allow them to start early M-F, but stick to the standard on the weekends.

Special Census:

The special census response rate has been strong with a roughly 35% response rate already achieved. The Town will be doing a second mailing to those who have not responded in the next few days. As of November 2, we have received 875 responses and have accounted for 2,517 residents.

Greenway Phase 1:

Substantial completion on the Greenway Trail has been reached. The trail has already been widely used and we've received a substantial amount of positive feedback. We've noted the use of motorized vehicles on the trail and have added bollards and will be installing additional signage to deter this activity. Our contractors still have some minor clean-up work to complete before final payment is made. The Town continues to work with TDOT on reimbursements requests and project close-out.

Once complete the Town will begin working on another grant application in order to complete the trail down to the southern trail head.

Lagoon #1 Clean Out:

First Response Environmental Group (FREG) is in full operation on lagoon #1. The process involves pulling solid material from the bottom of the lagoon, dewatering the material through a filter press, transferring the removed water into lagoon #2 and transporting the solids to a landfill. At this time, the process is moving slower than originally expected. However, once a majority of the solids are removed, the process should move much faster. The cost of the project is still within the approved NTE amount.

Joe Cosentini

From: Kevin Fortney <kevinf@wcs.edu>
Sent: Tuesday, November 1, 2016 3:06 PM
To: Joe Cosentini
Cc: Rogerson, Bill; Jon Hooker (jhooker@biscanconstruction.com); Jim Coleman (jcoleman@biscanconstruction.com); Jason Golden; Wendy Deats; Jay Purkey
Subject: FW: Loss of Daylight Saving Time
Importance: High

Joe:

As you know we will soon be changing back to central standard time. Since the town's ordinance restricts working hours from 7:00 A.M. to 6:00 P.M., this will affect the ability of our construction company to make the needed progress to complete the building on time. Based on this Williamson County Schools is requesting that working ours be permitted from 6:00 A.M. until 5:30 P.M. This change in time will allow our contractors to make the progress they need. Additionally, as we come into the late fall and winter months we will need to make adjustments to times that concrete placements are performed. As you know, cold weather affects the setting time of concrete. We are letting you know there will be times that concrete placements will need to start very early in the morning hours to allow the concrete to take set and the required finish applied before dark. I would anticipate some concrete placements would commence as early as 4:00 A.M. and completed by 3:00 P.M. I can have our site representative notify the Town of Thompson's Station a couple days in advance of any large concrete placements where time will be critical. I realize there may be complaints from residents regarding the noise issue however, it is necessary to make the time changes to maintain very critical schedules. Please let me know your position on this request.

Thank you for your consideration.

Kevin Fortney
Director / Facilities & Construction
Williamson County Schools
Tel. 615-472-4041

From: Rogerson, Bill [mailto:bill.rogerson@volkert.com]
Sent: Tuesday, November 01, 2016 2:52 PM
To: Kevin Fortney <kevinf@wcs.edu>
Cc: Jon Hooker <jhooker@biscanconstruction.com>; Jim Coleman <jcoleman@biscanconstruction.com>
Subject: Loss of Daylight Saving Time

Kevin:

Just want to confirm with you hours the grading contractor may work when we go back to Standard Time, this coming Sunday.

Monday thru Saturday, 7:00 AM to 5:00 PM, CST. Once we get dark prior to 5 PM, they will have to quit at darkness.

Does this work for you?

Thanks.



Town of Thompson's Station
Cash Balance Report
As of October 31, 2016

	<u>August 2016</u>	<u>September 2016</u>	<u>October 2016</u>
General Fund:			
Checking Account	183,163	126,650	262,112
Money Market Investment Accounts	6,624,015	6,124,843	6,426,586
Total General Fund Cash	<u>6,807,178</u>	<u>6,251,494</u>	<u>6,688,698</u>
Less: Developer Cash Bonds Held	(474,800)	(424,800)	(424,800)
Less: County Privilege Tax Held	(69,950)	(42,168)	(111,114)
Less: County Mixed Drink Tax Payable	(1,041)	(1,041)	(2,010)
Less: Capital Projects (Original Allocation)			
Greenway Trail (850,000)	(822,433)	(526,682)	(510,574)
Parks (100,000 + 165,000)	(62,478)	(60,258)	(218,909)
Community Center Design (25,000)	(12,200)	(12,200)	(4,700)
Critz Lane Realignment Design (50,000)	(46,825)	(46,825)	(46,825)
Critz Lane Design (600,000)			(596,000)
Clayton Arnold / T. S. Rd E Intersection (39,000)			(39,000)
Miscellaneous (25,000)	(22,587)	(22,587)	(22,587)
Cash Available - General Fund	<u>4,944,763</u>	<u>4,764,833</u>	<u>4,712,179</u>
Wastewater Fund:			
Checking Account	102,149	145,062	189,896
Money Market Investment Accounts	2,364,697	2,365,064	2,365,712
Total Wastewater Fund Cash	<u>2,466,845</u>	<u>2,510,126</u>	<u>2,555,609</u>
First Response, Lagoon Clean Out			(445,000)
Cash Available - Wastewater Fund	<u>2,466,845</u>	<u>2,510,126</u>	<u>2,110,609</u>
Total Cash Available	<u><u>7,411,608</u></u>	<u><u>7,274,959</u></u>	<u><u>6,822,788</u></u>



**Town of Thompson's Station
General Fund Revenue Analysis
As of October 31, 2016**

**Year to Date
Actual versus Budget**

	September 2016	October 2016	Budget	% of Budget	Comment
31111 Real Property Tax Revenue	2,341	2,370	150,000	2%	
31310 Interest & Penalty Revenue	47	47	-		
31610 Local Sales Tax - Trustee	203,739	276,021	700,000	39%	
31710 Wholesale Beer Tax	28,291	37,182	100,000	37%	
31720 Wholesale Liquor Tax	633	786	-		
31810 City Portion of County Priv Tax	10,085	13,107	35,000	37%	
31900 CATV Franchise Fee Income	3,632	4,464	12,000	37%	
32000 Beer Permits	-	-	500	0%	
32200 Building Permits	66,615	101,165	396,000	26%	
32230 Submittal & Review Fees	8,973	15,229	30,000	51%	
32242 Miscellaneous Fees	60	70	105	67%	
32260 Business Tax Revenue	7,043	8,439	75,000	11%	
32300 Impact Fees	94,400	149,957	742,500	20%	
33320 TVA Payments in Lieu of Taxes	-	-	29,000	0%	
33510 Local Sales Tax - State	54,214	72,165	170,000	42%	
33520 State Income Tax	-	-	100,000	0%	
33530 State Beer Tax	-	690	1,000	69%	
33535 Mixed Drink Tax	3,491	5,501	4,000	138%	
33552 State Streets & Trans. Revenue	1,360	1,812	5,500	33%	
33553 SSA - Motor Fuel Tax	13,376	17,839	48,000	37%	
33554 SSA - 1989 Gas Tax	2,168	2,891	7,700	38%	
33555 SSA - 3 Cent Gas Tax	4,024	5,366	14,300	38%	
33725 Greenways & Trails Grant	-	236,867	599,000	40%	TDOT Reimbursement
36120 Interest Earned - Invest. Accts	3,238	4,981	7,500	66%	
37746 Pavilion & Comm. Ctr. Rental	2,034	2,834	10,000	28%	
37747 Pavilion Comm. Ctr Dep Refund	(1,500)	(2,350)	(6,000)	39%	
37990 Other Revenue	2,558	3,000	-		
39999 Budgeted Fund Balance - GF	-	-	-		
Total Revenue	510,822	960,433	3,231,105		



Town of Thompson's Station
 General Fund Revenue Analysis
 As of October 31, 2016

Month to Month
 Trend Analysis

	September 2016	October 2016	Current Change	Comment
31111 Real Property Tax Revenue	1,695	29	(1,666)	
31310 Interest & Penalty Revenue	13	-	(13)	
31610 Local Sales Tax - Trustee	64,747	72,282	7,535	
31710 Wholesale Beer Tax	9,341	8,891	(450)	
31720 Wholesale Liquor Tax	113	153	40	
31810 City Portion of County Priv Tax	3,506	3,022	(484)	
31900 CATV Franchise Fee Income	-	832	832	
32000 Beer Permits	-	-	-	
32200 Building Permits	15,780	34,550	18,770	
32230 Submittal & Review Fees	(4,808)	6,256	11,064	
32242 Miscellaneous Fees	30	10	(20)	
32260 Business Tax Revenue	3,867	1,396	(2,471)	
32300 Impact Fees	21,084	55,557	34,473	
33320 TVA Payments in Lieu of Taxes	-	-	-	
33510 Local Sales Tax - State	16,391	17,951	1,560	
33520 State Income Tax	-	-	-	
33530 State Beer Tax	-	690	690	
33535 Mixed Drink Tax	1,041	2,010	969	
33552 State Streets & Trans. Revenue	451	452	1	
33553 SSA - Motor Fuel Tax	4,195	4,463	268	
33554 SSA - 1989 Gas Tax	687	723	36	
33555 SSA - 3 Cent Gas Tax	1,275	1,342	67	
33725 Greenways & Trails Grant	-	236,867	236,867	TDOT Reimbursement
36120 Interest Earned - Invest. Accts	829	1,743	914	
37746 Pavilion & Comm. Ctr. Rental	750	800	50	
37747 Pavilion Comm. Ctr Dep Refund	(700)	(850)	(150)	
37990 Other Revenue	1,358	442	(916)	
39999 Budgeted Fund Balance - GF	-	-	-	
Total Revenue	141,645	449,611	307,966	



**Town of Thompson's Station
General Fund Expenditure Analysis
As of October 31, 2016**

**Year to Date
Actual versus Budget**

	October 2016	Budget	% of Budget	Comment
<u>BOMA</u>				
41110 Salaries	12,574	30,000	42%	
41141 FICA	778	2,000	39%	
41142 Medicare	182	500	36%	
41147 SUTA	300	300	100%	
41161 General Expenses	-	1,000	0%	
TOTAL BOMA	13,834	33,800		
<u>Town Administration</u>				
41110 Salaries	47,765	140,000	34%	
41141 FICA	2,956	9,000	33%	
41142 Medicare	691	2,000	35%	
41147 SUTA	3	1,000	0%	
41235 Memberships & Subscriptions	1,286	1200	106%	Adjustment for TML in Jan17
41280 Travel	69	1500	5%	
41285 Continuing Education	275	500	0%	
41289 Retirement	2,384	7000	34%	
TOTAL Town Administration	55,429	162,200		
<u>Finance</u>				
41110 Salaries	25,799	110,000	23%	
41141 FICA	1,597	7,000	23%	
41142 Medicare	374	1,500	25%	
41147 SUTA	1	1,000	0%	
41235 Memberships & Subscriptions	436	500	87%	
41253 Prof. Fees - Auditor	2,500	13,500	19%	
41280 Travel	149	500	30%	
41285 Continuing Education	505	1,000	51%	
41289 Retirement	1,838	5,500	33%	
41551 Trustee Commission	48	3,000	2%	
41691 Bank Charges	66	2,000	0%	
TOTAL Finance	33,313	145,500		
<u>Planning & Zoning</u>				
41110 Salaries	24,110	115,000	21%	
41141 FICA	1,487	7,500	20%	
41142 Medicare	348	1,800	19%	
41147 SUTA	28	800	4%	
41230 Recording & Filing Fees	-	1,000	0%	
41231 Legal Notices	393	3,000	13%	
41235 Memberships & Subscriptions	17	500	3%	
41254 Prof. Fees - Consulting Engineers	18,948	40,000	47%	
41280 Travel	-	500	0%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	1,144	5,750	20%	
TOTAL Planning & Zoning	46,475	176,850		



**Town of Thompson's Station
General Fund Expenditure Analysis
As of October 31, 2016**

**Year to Date
Actual versus Budget**

	October 2016	Budget	% of Budget	Comment
<u>Building & Codes Enforcement</u>				
41110 Salaries	24,105	135,000	18%	
41141 FICA	1,489	8,500	18%	
41142 Medicare	348	2,000	17%	
41147 SUTA	1	1,000	0%	
41235 Memberships & Subscriptions	67	500	13%	
41285 Continuing Education	240	1,000	24%	
41289 Retirement	1,179	6,750	17%	
TOTAL Building & Codes Enforcement	27,429			
<u>Streets & Maintenance</u>				
41110 Salaries	32,031	95,000	34%	
41141 FICA	1,978	6,000	33%	
41142 Medicare	463	1,500	31%	
41147 SUTA	2	1,000	0%	
41235 Memberships & Subscriptions	17	500	3%	
41264 Repairs & Maintenance - Vehicles	302	10,000	3%	
41266 Repairs & Maintenance - Buildings	4,011	30,000	13%	
41268 Repairs & Maintenance - Roads	11,674	291,005	4%	
41269 SSA - Street Repair Expense	-	70,000	0%	
41270 Vehicle Fuel & Oil	2,660	15,000	18%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	1,684	4,750	35%	
TOTAL Streets & Maintenance	54,822	525,755		
<u>Information Technology</u>				
41110 Salaries	14,838	45,000	33%	
41141 FICA	917	3,000	31%	
41142 Medicare	215	700	31%	
41147 SUTA	1	500	0%	
41235 Memberships & Subscriptions	17	500	3%	
41285 Continuing Education	-	1,000	0%	
41289 Retirement	651	2,250	29%	
TOTAL Information Technology	16,639	52,950		
<u>Town Hall</u>				
41211 Postage	335	1,000	34%	
41221 Printing, Forms & Photocopy	1,631	6,000	27%	
41241 Utilities - Electricity	2,793	14,000	20%	
41242 Utilities - Water	624	2,300	27%	
41244 Utilities - Gas	302	2,000	26%	
41245 Telecommunications Expense	1,162	4,500	26%	
41259 Prof. Fees - Other	5,000	50,000	10%	
41300 Economic Development	6,267	7,500	84%	
41311 Office Expense	9,264	15,000	62%	
41511 Insurance - Property	2,474	2,800	88%	
41512 Insurance - Workers Comp.	7,266	14,600	50%	
41513 Insurance - Liability	4,298	4,500	96%	
41514 Insurance - Medical	34,621	100,000	35%	
41515 Insurance - Auto	1,620	2,300	70%	
41516 Insurance - E & O	10,695	12,000	89%	
41720 Donations	87,909	100,000	88%	
41899 Other Expenses	5,317	10,000	53%	
49030 Capital Outlay Note Payment	128,444	160,000	80%	
TOTAL Town Hall	310,022	508,500		



**Town of Thompson's Station
General Fund Expenditure Analysis
As of October 31, 2016**

**Year to Date
Actual versus Budget**

	October 2016	Budget	% of Budget	Comment
<u>Legal</u>				
41252 Prof. Fees - Legal Fees	33,953	100,000	34%	
41255 Prof. Fees - Municipal Court	-	6,000	0%	
TOTAL Legal	33,953	106,000		
<u>Parks & Recreation</u>				
41265 Parks & Recreation Expense	5,855	20,000	29%	
TOTAL Parks & Recreation	5,855			
<u>Animal Control</u>				
41291 Animal Control Services	-	3,300	0%	
TOTAL Animal Control	-			
<u>Transfers</u>				
41940 Transfer to Capital	332,234	1,341,500	25%	
TOTAL Transfers	332,234			
<u>Combined Total</u>				
41110 Salaries	181,222	670,000	27%	
41141 FICA	11,202	43,000	26%	
41142 Medicare	2,621	10,000	26%	
41147 SUTA	336	5,600	6%	
41161 General Expenses	-	1,000	0%	
41211 Postage	335	1,000	34%	
41221 Printing, Forms & Photocopy	1,631	6,000	27%	
41230 Recording & Filing Fees	-	1,000	0%	
41231 Legal Notices	393	3,000	13%	
41235 Memberships & Subscriptions	1,826	3,700	49%	
41241 Utilities - Electricity	2,793	14,000	20%	
41242 Utilities - Water	624	2,300	27%	
41244 Utilities - Gas	302	2,000	15%	
41245 Telecommunications Expense	1,162	4,500	26%	
41252 Prof. Fees - Legal Fees	33,953	100,000	34%	
41253 Prof. Fees - Auditor	2,500	13,500	19%	
41254 Prof. Fees - Consulting Engineers	18,948	40,000	47%	
41255 Prof. Fees - Municipal Court	-	6,000	0%	
41259 Prof. Fees - Other	5,000	50,000	10%	
41264 Repairs & Maintenance - Vehicles	302	10,000	3%	
41265 Parks & Recreation Expense	5,855	20,000	29%	
41266 Repairs & Maintenance - Buildings	4,011	30,000	13%	
41268 Repairs & Maintenance - Roads	11,674	291,005	4%	
41269 SSA - Street Repair Expense	-	70,000	0%	
41270 Vehicle Fuel & Oil	2,660	15,000	18%	
41280 Travel	218	2,500	9%	
41285 Continuing Education	1,020	5,500	19%	
41289 Retirement	8,880	32,000	28%	
41291 Animal Control Services	-	3,300	0%	
41300 Economic Development	6,267	7,500	84%	
41311 Office Expense	9,264	15,000	62%	
41511 Insurance - Property	2,474	2,800	88%	
41512 Insurance - Workers Comp.	7,266	14,600	50%	
41513 Insurance - Liability	4,298	4,500	96%	
41514 Insurance - Medical	34,573	100,000	35%	
41515 Insurance - Auto	1,620	2,300	70%	
41516 Insurance - E & O	10,695	12,000	89%	
41551 Trustee Commission	48	3,000	2%	
41691 Bank Charges	66	2,000	3%	



Town of Thompson's Station
 General Fund Expenditure Analysis
 As of October 31, 2016

Year to Date
 Actual versus Budget

	October 2016	Budget	% of Budget	Comment
<u>Combined Total Con't</u>				
41720 Donations	87,909	100,000	88%	
41899 Other Expenses	5,317	10,000	53%	
41940 Transfer to Capital	332,234	1,341,500	25%	
49030 Capital Outlay Note Payment	128,444	160,000	80%	
TOTAL	929,943	3,231,105		
NET INCOME	30,491	-		



Town of Thompson's Station
General Fund Expenditure Analysis
As of October 31, 2016

Month to Month
Trend Analysis

	September 2016	October 2016	Current Change	Comment
Combined Total				
41110 Salaries	56,143	43,915	(12,228)	Three paydays in September
41141 FICA	3,476	2,709	(767)	
41142 Medicare	810	636	(174)	
41147 SUTA	4	165	161	
41161 General Expenses	-	-	-	
41211 Postage	55	28	(27)	
41221 Printing, Forms & Photocopy	378	378	-	
41230 Recording & Filing Fees	-	-	-	
41231 Legal Notices	328	-	(328)	
41235 Memberships & Subscriptions	14	116	102	
41241 Utilities - Electricity	928	994	66	
41242 Utilities - Water	295	-	(295)	
41244 Utilities - Gas	76	75	(1)	
41245 Telecommunications Expense	540	101	(439)	
41252 Prof. Fees - Legal Fees	14,316	10,217	(4,099)	
41253 Prof. Fees - Auditor	-	-	-	
41254 Prof. Fees - Consulting Engineers	7,830	4,060	(3,770)	
41255 Prof. Fees - Municipal Court	-	-	-	
41259 Prof. Fees - Other	-	-	-	
41264 Repairs & Maintenance - Vehicles	40	53	13	
41265 Parks & Recreation Expense	2,209	1,605	(604)	
41266 Repairs & Maintenance - Buildings	1,318	915	(403)	
41268 Repairs & Maintenance - Roads	2,120	1,717	(403)	
41269 SSA - Street Repair Expense	-	-	-	
41270 Vehicle Fuel & Oil	995	941	(54)	
41280 Travel	-	40	40	
41285 Continuing Education	670	60	(610)	
41289 Retirement	2,788	2,120	(668)	
41291 Animal Control Services	-	-	-	
41300 Economic Development	599	-	(599)	
41311 Office Expense	3,185	3,639	454	
41511 Insurance - Property	(85)	-	85	
41512 Insurance - Workers Comp.	(667)	-	667	
41513 Insurance - Liability	(148)	-	148	
41514 Insurance - Medical	8,637	8,649	12	
41515 Insurance - Auto	(56)	-	56	
41516 Insurance - E & O	-	-	-	
41551 Trustee Commission	37	-	(37)	
41691 Bank Charges	66	(1)	(67)	
41720 Donations	87,359	550	(86,809)	Sheriff, TSCA
41899 Other Expenses	957	2,922	1,965	
41940 Transfer to Capital	297,972	30,957	(267,015)	Trail, Park Maste Plan
49030 Capital Outlay Note Payment	128,444	-	(128,444)	Paid annually
TOTAL	621,633	117,561	(504,072)	



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of October 31, 2016

Year to Date
Actual versus Budget

	September 2016	October 2016	Budget	% of Budget	Comment
Revenue					
3100 Wastewater Treatment Fees	215,712	281,109	550,000	51%	
3101 Septage Disposal Fees	1,700	3,250	10,000	33%	
3105 Late Payment Penalty	4,867	4,899	-	100%	
3109 Uncollectible Accounts	-	-	(5,000)	0%	
3300 Tap Fees	521,279	566,279	687,500	82%	
3902 Interest Income - Invest Accts	1,033	1,681	500	336%	
4009 Returned Check Charges	35	35	-	100%	
TOTAL REVENUE	744,627	857,254	1,243,000		
Expense					
4010 Payroll Expense	27,420	35,313	110,000	32%	
4100 Capital Expenditures	16,608	16,608	328,500	5%	
4150 WW Infrastructure Installed	-	-	25,000	0%	
4210 Permits & Fees Expense	-	-	10,000	0%	
4220 Laboratory Water Testing	1,350	2,130	12,000	18%	
4230 Supplies Expense	295	1,159	7,500	15%	
4240 Repairs & Maint. Expense	31,404	34,757	82,000	42%	
4250 Fuel & Oil Expense	456	456	4,000	11%	
4280 Billing Charges	991	1,314	16,000	8%	
4310 Utilities - Electric	19,949	26,190	100,000	26%	
4320 Utilities - Water	1,378	1,378	2,500	55%	
4390 Insurance Expense	20,278	20,278	20,000	101%	
4400 Prof. Fees-Consulting Engineers	3,125	11,875	75,000	16%	
4420 Prof. Fees - Auditor	-	-	2,000	0%	
4490 Prof. Fees - Other	1,733	1,733	10,000	17%	
4710 Payroll Taxes - FICA	1,696	2,184	7,000	31%	
4720 Payroll Taxes - Medicare	397	511	2,000	26%	
4730 Payroll Taxes - SUTA	2	2	1,000	0%	
4789 Employee Retirement Expense	1,368	1,761	6,000	29%	
4800 Bank Charges	33	33	500	7%	
4900 Other Expense	520	520	1,000	52%	
4990 Depreciation Expense	68,751	91,668	275,000	33%	
4993 Loan Repayment-Franklin Synergy	27,778	37,037			
4994 Interest Expense	4,748	6,256	22,000	28%	
4995 Interest Expense - Interfund Loan	-	-	12,000	0%	
TOTAL EXPENSE	230,279	293,162	1,131,000		
NET INCOME	514,348	564,092	112,000		



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of October 31, 2016

**Month to Month
Trend Analysis**

	<u>September 2016</u>	<u>October 2016</u>	<u>Current Change</u>	<u>Comment</u>
Revenue				
3100 Wastewater Treatment Fees	69,877	65,397	(4,480)	
3101 Septage Disposal Fees	-	1,550	1,550	
3105 Late Payment Penalty	1,845	32	(1,813)	
3109 Uncollectible Accounts	-	-	-	
3300 Tap Fees	15,126	44,999	29,873	
3902 Interest Income - Invest Accts	368	648	280	
4009 Returned Check Charges	-	-	-	
TOTAL REVENUE	87,216	112,626	25,410	
Expense				
4010 Payroll Expense	11,751	7,893	(3,858)	
4100 Capital Expenditures	-	-	-	
4150 WW Infrastructure Installed	-	-	-	
4210 Permits & Fees Expense	-	-	-	
4220 Laboratory Water Testing	600	780	180	
4230 Supplies Expense	-	864	864	
4240 Repairs & Maint. Expense	1,671	3,353	1,682	
4250 Fuel & Oil Expensese	456	-	(456)	
4280 Billing Charges	79	323	244	
4310 Utilities - Electric	10,339	6,241	(4,098)	
4320 Utilities - Water	696	-	(696)	
4390 Insurance Expense	(697)	-	697	
4400 Prof. Fees-Consulting Engineers	3,125	8,750	5,625	
4420 Prof. Fees - Auditor	-	-	-	
4490 Prof. Fees - Other	1,733	-	(1,733)	
4710 Payroll Taxes - FICA	727	488	(239)	
4720 Payroll Taxes - Medicare	170	114	(56)	
4730 Payroll Taxes - SUTA	1	-	(1)	
4789 Employee Retirement Expense	586	393	(193)	
4800 Bank Charges	20	-	(20)	
4900 Other Expense	-	-	-	
4990 Depreciation Expense	22,917	22,917	-	
4993 Loan Repayment-Franklin Synergy	9,259	9,259	-	
4994 Interest Expense	1,582	1,508	(74)	
4995 Interest Expense - Interfund Loan	-	-	-	
TOTAL EXPENSE	65,015	62,883	(2,132)	
NET INCOME	22,201	49,743	27,542	

Notice to Bidders

The Town of Thompson's Station, Tennessee is accepting sealed written bids for a Contractor for the "Tollgate Drip Irrigation System Project" for the Town's wastewater treatment and reuse system.

The project components consist of furnishing and installing drip irrigation piping and controls on approximately 8.2 acres of Town property.

Project plans and specifications may be obtained beginning at 10 AM, Wednesday, October 12, 2016 at:

Smith, Seckman, Reid, Inc.
2995 Sidco Drive
Nashville, TN 37204

Contact: Marshall Fall
Project Manager
615-514-6166

Bids will be due at the Town Hall, located at 1550 Thompson's Station Road West, Thompson's Station, TN 37179 by 2 PM, Friday, October 28, 2016 at which time they will be opened. The Town reserves the right to reject any and all bids.

Required Bidder qualifications and other contact information are contained in the bid documents.

RESOLUTION NO. 2016-023

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CONTRACT WITH ECOSTRUCT GROUP, LLC FOR THE
CONSTRUCTION OF A SUBSURFACE WASTEWATER DRIP FIELD PROJECT IN
TOLLGATE VILLAGE AND TO AUTHORIZE THE MAYOR TO SIGN THE
CONTRACT**

WHEREAS, the Town has publicly advertised and solicited bids for a project known as the Tollgate Village Drip Irrigation System (the "Project"); and

WHEREAS, EcoStruct Group, LLC submitted the only qualifying bid to complete the Project for an amount not to exceed \$456,663.00; and

WHEREAS, the Board of Mayor and Aldermen has determined, based upon the recommendation of its wastewater engineer, Smith Seckman & Reid, that EcoStruct Group, LLC is the lowest and best bidder for the Project and that it is in the best interest of the Town to approve a contract with EcoStruct Group, LLC to construct the Project for an amount not to exceed **\$456,663.00**.

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

That the bid for the Project be awarded to EcoStruct Group, LLC in an amount not to exceed \$456,663.00, and that the Mayor is authorized to execute a contract and any other documents on behalf of the Town that are necessary to complete the Project, subject to the review and approval of the Town Attorney.

RESOLVED AND ADOPTED this _____ day of November, 2016

Corey Napier, Mayor

ATTEST:

Jennifer Johnson, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

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



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

MEMO

DATE: November 2, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Drip Field Project

The Town has an existing drip field of roughly 20 acres that has a disposal capacity of 200,000 gallons per day. As of our October operating report for the Regional Wastewater Facility, our monthly average influent flow was 160,000 gallons per day. The 80% threshold is a safe standard for when to begin expansion of operational limits.

Tollgate Village has recorded open space at the northern most property line that includes approximately 8-acres. The Town has designed and bid the installation of drip infrastructure for this area. We received one bid from EcoStruct Group LLC in the amount of \$456,663. Ecostruct was also the entity that installed the infrastructure at our existing drip field. The bid has been reviewed by our wastewater consulting engineers and was found to be in order and acceptable.

As of October 31st, the Town has available wastewater funds of \$2,110,609 for the purpose of infrastructure installation, expansion, or repair.

Staff is recommending the approval of the bid as proposed and for the BOMA to authorize the Mayor to enter into a contract with EcoStruct Group, LLC for the project at a cost not to exceed \$456,663.00

BOMA Action:

Approve Resolution 2016-023 as presented.

Table 1: Bid Tabulation Table (Corrected) EcoStruct Group

Item No	Approximate Quantity	Unit	Description of item with unit bid price written in words	Unit Price (\$)	Total Amount/Item (\$)
1	1	EA	Site Mobilization and Demobilization @Each	\$ 8,000.00	\$ 8,000.00
2		LF	Temporary Silt Fence @Per LF	NA	NA
3	1	EA	Site surveying @Each	7000	\$ 7,000.00
4	65	LF	8" Main Irrigation force main with mechanical Joints @Per LF	120	\$ 7,800.00
5	1,000	LF	6" Main Irrigation force main section with mechanical Joints @Per LF	20	\$ 20,000.00
6	550 350	LF	4" Main Irrigation force main section with mechanical Joints @Per LF	20	\$ 11,000.00
7	3,610	LF	6" Main flush return header with mechanical Joints@Per LF	20	\$ 72,200.00
8	1,000	LF	4" Main flush return header section with mechanical Joints@Per LF	20	\$ 20,000.00
9	180,000	LF	Bioline drip irrigation tubing & fittings @per LF	0.5	\$ 90,000.00
10	870	LF	4" SDR 21/IPS SDR 32.5 <u>zone supply header</u> to individual zone & fittings @Per LF	18	\$ 15,660.00
11	300 132	LF	3" SDR 21/IPS SDR 32.5 <u>zone flush return header</u> to individual zone & fittings @Per LF	18	\$ 5,400.00
12	516	LF	3" Schedule 40 PVC piping, fittings, & accessories for <u>zone supply</u> manifolds within each individual zone @Per LF	30	\$ 15,480.00
13	571	LF	2" Schedule 40 PVC piping, fittings, & accessories for <u>zone supply</u> manifolds within each individual zone @Per LF	28	\$ 15,988.00
14	1,190	LF	2" Schedule 40 PVC piping, fittings, & accessories for <u>zone flush</u> manifolds within each individual zone @Per LF	22.5	\$ 26,775.00

15	7	EA	3" Zone Valve assembly, includes valves, fittings, and valve box @Each	3285	\$	22,995.00
16	1	EA	6" Common Flush Valve assembly, includes valves, fittings, and valve box @Each	7000	\$	7,000.00
17	1	EA	8" Flow meter assembly, includes flange fittings, and 4' Dia Manhole @Each	7000	\$	7,000.00
18	7	EA	Zone Flush assembly, includes valves, fittings, and valve box @Each	2000	\$	14,000.00
19	7	EA	Air vacuum relief assembly-dose manifold: Includes valves, fittings, and valve box @Each	1000	\$	7,000.00
20	7	EA	Air vacuum relief assembly-flush manifold: Includes valves, fittings, and valve box @Each	1000	\$	7,000.00
21	1	EA	Control System: Includes all components as listed in specifications, and control schematic drawing @Each	66365	\$	66,365.00
22	1	EA	Performance Bond @Each	10000	\$	10,000.00
TOTAL BID AMOUNT					\$	456,663.00

Summary of Errors Found

1. Pay item number 4, Total Amount/Item \$ should have been \$7,800, not \$7850 as entered.
2. Pay item number 10, Total Amount/Item \$ should have been \$15,660, not \$15,818 as entered.
3. Pay item number 15, Total Amount/Item \$ should have been \$22,995, not \$23,000 as entered.
4. TOTAL BASE BID AMOUNT should be \$456,663.00, not \$456,876 as entered

10-31-16

RESOLUTION NO. 2016-24

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
AUTHORIZING THE ACQUISITION OF PROPERTY BY NEGOTIATION OR
CONDEMNATION FOR THE REALIGNMENT OF CRITZ LANE AND A NEW
INTERSECTION WITH COLUMBIA PIKE**

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to realign Critz Lane and to construct a new intersection between Critz Lane and Columbia Pike; and

WHEREAS, the Town has the power of eminent domain to extend public infrastructure and roads and to acquire easements and right-of-way necessary for such improvements and that the above uses are public uses and will benefit the health, safety and welfare of the residents of the Town; and

WHEREAS, it is necessary to acquire real property, right-of-way and easements from the parcels described herein for the realignment of Critz Lane and including the new intersection at Columbia Pike; and

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

THAT, the Mayor, Town Administrator and Town Attorney are authorized to negotiate for and/or initiate condemnation proceedings for the acquisition of the necessary property, right-of-way and easements for the realignment of Critz Lane and the intersection with Columbia Pike, specifically from the Lillian Hill property (Map 145, parcel 2.05) and the Ferrari Partners, L.P. property (Map 145, parcel 3.0), and may enter into agreements with property owners with respect to the compensation to be paid for such property, right-of-way and easements, so long as such amounts are supported by a qualified appraisal.

RESOLVED AND ADOPTED this _____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

APPRAISAL REPORT TOWN OF THOMPSON'S STATION

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR RIGHT-OF-WAY PURPOSES

1. Name, Address & Telephone Numbers:

(A) Owner:

Ms. Lillian Hill
1501 Emerald Drive
Franklin, Williamson County, TN 37064
Property Contact: Mr. Tim Hill
Ph: 615-478-5400

(B) Tenant:

None

(C) Address and/or location of subject:

The subject property is located at the southeast corner of Columbia Pike (US 31/SR 6) and Critz Lane in Thompson's Station, Williamson County, Tennessee. The subject is identified as Parcel 2.05 on Williamson County Tax Map 145. The street address is Columbia Pike, Thompson's Station, Williamson County, Tennessee.

2. Detail description of entire tract:

Site: The subject represents a corner site; the physical features of the site are described as follows. **Size:** 2.05 acres or 89,298 SF. The site area is based on the R.O.W. Acquisition Table for Tract 1; **Shape:** Tract 1 is an irregular triangular in shape; **Frontage/Depth:** ±470' of frontage along the south side of Columbia Pike (US 31/SR 6) and ±540' of frontage along the west side of Critz Lane. **Access:** The site has legal access along the south side of Columbia Pike (US 31/SR 6) and Critz Lane; **Topography:** The subject property features basically level and cleared terrain. The western border and a portion of the southern border are tree-lined; **Drainage:** Drainage appears visually adequate; **Visibility:** Good; **Exposure:** Good; **Utilities:** Electricity, water, cable, and telephone services are located along the frontage areas and sewer service is available in close proximity; **Easements:** Overhead utility poles parallel a portion of the subject tract's western border along the Columbia Pike (US 31/SR 6) frontage. Typical utility easements are located primarily along the Columbia Pike frontage and ROW easements are located along the Columbia Pike and Critz Lane frontages. The easements appear typical and we are not aware of any easements that would adversely affect the utility of the subject; **Flood Plain:** According to FEMA Maps 47187CO335 & 345 F, dated September 29, 2006; no portion of subject site is located within a flood hazard area.

Site Improvements: Site improvements located in the acquisition include remnants of two asphalt driveways and an abandoned, debris-filled, hand-dug well located near the northern "tip" of land. Due to age and condition of the site improvements, as well as the site's current commercial highest and best use, the existing improvements do not contribute any additional value to the underlying land. Therefore, for purposes of this appraisal, we have excluded the improvements from our analysis.

3. (A) Tax Map and Parcel No. 145/2.05 (B) Is Subject in a FEMA Flood Hazard Area? Yes No

If yes, Show FEMA Map/Zone No.

4. Interest Acq.: Fee Drainage Esm't. Construction Esm't. Slope Esm't. Other: _____

5. Acquisition: Total Partial

6. Type of Appraisal: Formal Formal Part-Affected 1. Appraisal Report

2. Restricted Report

Intended Use of Report – This "Formal" appraisal of a 100% ownership position is intended for the sole purpose of assisting the Town of Thompson's Station in the acquisition of land for right-of-way purposes. This assignment is of the entire subject property and will include the valuation of all subject improvements.

This is an Appraisal Report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

This Appraisal is based on the Critz Lane Realignment plans prepared by Steve Clifton, P.E. (not dated). A reduced copy of these plans as they pertain to the subject tract are included as exhibits to this report.

7. Detail Description of Land Acquired:

Fee Acquisition: The fee acquisition includes 0.68 acres (29,621 SF) that consists of an 80'-wide section of land along the southern property boundary, extending from the Highway 31 ROW to the current location of Critz Lane. This rectangular-shaped acquisition area exhibits basically level terrain that is primarily cleared, and is being purchased for the future realignment of Critz Lane that will connect to Columbia Pike (Hwy. 31) at a 90 degree angle forming a "T" intersection.

State Project No. _____ County WILLIAMSON Tract No. 1
Federal Project No. _____ Name of Appraiser Ted A. Boozer, MAI

APPRAISAL REPORT – CONT'D....

8. Sales of Subject: (Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years.)

Sale Date	Grantor	Grantee	Book Page	Verified Consideration	How Sale Amount Verified
07/27/1989	Hubert M. Hill	Lillian C. Hill	Bk 804 Pg 223	\$0	Quitclaim Deed
Existing Use	Zoning	Utilities Available	Off Site Improvements	Area Lot or Acreage	
Vacant Commercial	C; Commercial District	Water, sewer, natural gas, electricity, cable, telephone	Columbia Pike (US 31 SR 6) & Critz Lane	2.05 acres or 89,298 SF	

Current Contract:

According to Mr. Tim Hill, a representative of the owner, and Mr. David Williford, seller's agent, an executed contract exists on the subject property. The negotiated price to be stipulated in the contract is \$9.88/SF for the amount of property remaining after the acquisition. This contract is over one year old, and has been delayed by ROW acquisitions along Highway 31 and Critz Lane. The prospective buyer represents a gas/convenience store entity.

9. Highest & Best Use: (Before Acquisition, summarize the support and rationale for the opinion)

Highest and Best Use is defined by the Appraisal Institute as: "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." (Page 93, The Dictionary of Real Estate Appraisal, Fifth Edition).

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs. The subject's highest and best use "as vacant" is discussed below:

As Vacant

Legally Permissible: According to the current Land Development Ordinance for the Town of Thompson's Station, the subject tract is currently zoned (C) **Commercial District**, which permits a variety of commercial uses. The subject's current (C) **Commercial District** base zoning is most similar to the (CC) **Community Commercial District** as described in the new Land Development Ordinance (LDO) in terms of permitted uses. The (CC) **Community Commercial District** is intended to include a range of commercial activities that serve a community or several neighborhoods, and allow larger commercial businesses.

Permitted Uses: Permitted uses within the (C) **Commercial District** include: joint living/working quarters, grooming and pet stores, sales, banks and financial services, day care center, restaurants, catering establishments, drive thru, bed and breakfast, hotel/motel, medical services, professional office, indoor entertainment, indoor sports recreation, outdoor entertainment, outdoor sports recreation, retail sales general, building materials, including farming equipment (special exception), discount stores, drugstores, food and grocery stores, garden supply stores, vendors (special exception), retail repair and cleaning services, auto cleaning and repair, auto wash (special exception), service station without convenience market, horticulture, churches, temples, and worship facilities, public or private clubs, lodges, meeting halls, farmers market, hospital services, museums, libraries, public uses, parking facilities, utility substations, private nursery schools, wireless communication facilities, and temporary uses (holiday sales, temporary real estate offices, and festivals).

Physically Possible: The subject site's physical characteristics: size, triangular shape, access, visibility, location, topography and availability of utilities render it suitable for most small scale commercial uses permitted by zoning; based on existing traffic volume (±13,281 to ±21,013 vehicles per day north and of the subject), proximity to SR 840, and related exposure along Columbia Pike (US 31/SR 6) and Critz Lane.

Financially Feasible: The Williamson County and Thompson's Station area has experienced strong growth in both residential and commercial developments after recovering from the economic recession that existed from 2008 through 2011. Based on recent sales data from the area, adequate demand currently exists along Columbia Pike for either an owner-occupied or speculative retail commercial facility. As previously discussed, the subject site is tentatively planned to be developed with a convenience store, which is considered to be financially feasible.

Maximally Productive: Based on the subject's zoning, present market conditions and physical characteristics, the highest and best use of the subject site, as vacant, is to develop the property with a commercial use that would maximize the property's development potential.

SALES COMPARISON APPROACH

14. LAND VALUE ANALYSIS

ADJUST SALES TO SUBJECT USING (Plus +, Subject Better)(Minus -, Subject Poorer) Using Dollar Adjustments Only.
If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

(A) ANALYSIS OF COMPARABILITY (Insert Comp. Sale No's. from Brochure or Attachments)

Inspection Date		Sale No. <u>LS1</u>		Sale No. <u>LS2</u>		Sale No. <u>LS3</u>	
CASH EQUIVALENT Sales Price		\$2,175,000		\$3,267,000		\$308,500	
Date of Sale	# of Periods	12/22/2014	22	10/08/2014	24	09/15/2014	25
% Per Period	Time Adj.	0.33%	7.26%	0.33%	7.92%	0.33	8.25%
Sales Price Adj. for Time		\$2,332,905		\$3,525,746		\$333,951	
Proximity to Subject		±1.10 mile		±2.90 miles		±3.40 miles	
Unit Value Land SF <input checked="" type="checkbox"/> Acre <input type="checkbox"/> Lot <input type="checkbox"/>		\$5.66		\$9.30		\$3.08	
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)	Thompson's Station (Williamson)	Thompson's Station (Williamson)	0	Spring Hill (Williamson)	0	Spring Hill (Williamson)	0
Size (B)	89,298	411,880	0	379,016	0	108,261	0
Shape (C)	Triangle	Irregular	0	Irregular Rectangle	0	Irregular Rectangle	0
Site/View (D)	Residential / Commercial	Commercial & Residential	0	Commercial / Residential	0	Commercial & Residential	0
Topography (E)	Level	Level/Rolling	0	Level	0	Level/Rolling	0
Access (F)	Columbia Pike	Tollgate Blvd. Portsmouth Dr & Declaration Way	0	Columbia Pk. & Wilks Lane	0	Secondary Rd.	0
Zoning (G)	C	D-3	0	B-3	0	B-4	0
Utilities Available (H)	Water, Sewer, Electricity, Gas, Telephone	Water, Sewer, Gas, Electricity, Telephone	0	Water, Sewer, Electricity, Gas, Telephone	0	Water, Sewer, Electricity, Gas Telephone	0
Encumbrances Easements, etc. (I)	Typical & Overhead Utility Poles	Typical	0	Typical/	0	Typical	0
Off-Site Improvements (J)	Columbia Pike & Critz Lane	2 lane secondary roads	0	Columbia Pike & 2-lane secondary rd.	0	O'Hallorn Dr.	0
On-Site Improvements (K)	Abandoned Well & Drives	None	0	None	0	None	0
Other Adj. (Specify) (L)							
(M)							
(N)							
NET ADJUSTMENTS		(+)(-)	0	(+)(-)	0	(+)(-)	0
ADJUSTED INDICATED UNIT VALUE		\$5.66		\$9.30		\$3.08	

COMMENTS: Continued on following page....

14. LAND VALUE ANALYSIS (Continued from previous page)

ADJUST SALES TO SUBJECT USING (Plus +, Subject Better) (Minus -, Subject Poorer) Using Dollar Adjustments Only.
If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

(A) ANALYSIS OF COMPARABILITY (Insert Comp. Sale No's. from Brochure or Attachments)

Inspection Date		Sale No. <u>LS4</u>		Sale No. <u>LS5</u>		Sale No. <u>LS6</u>	
CASH EQUIVALENT Sales Price		\$600,000		\$370,260		\$1,345,130	
Date of Sale	# of Periods	01/01/2014	33	07/31/2013	39	5/4/2012	53
% Per Period	Time Adj.	0.33%	10.89%	0.33%	12.87%	0.33%	17.49%
Sales Price Adj. for Time		\$665,340		\$417,912		\$1,580,393	
Proximity to Subject		±1.90 miles		±3.40 miles		±1.10 miles	
Unit Value Land SF <input checked="" type="checkbox"/> FF <input type="checkbox"/> Acre <input type="checkbox"/> Lot <input type="checkbox"/>		\$2.18		\$7.05		\$11.33	
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)	Thompson's Station (Williamson)	Williamson County	0	Spring Hill (Williamson)	0	Thompson's Station (Williamson)	0
Size (B)	89,298	304,920	0	59,275	0	139,487	0
Shape (C)	Triangle	Irregular	0	Irregular Rect.	0	Rectangle	0
Site/View (D)	Residential / Commercial	Residential / Agricultural	0	Commercial & Ag.	0	Commercial & Residential	0
Topography (E)	Level	Level to Gently Rolling	0	Level	0	Level	0
Access (F)	Columbia Pike	Goose Creek By-Pass	0	Wall St. & Fitts Street	0	Elliston Way	0
Zoning (G)	C	MGA-1	0	B-4	0	NC	0
Utilities Available (H)	Water, Sewer, Electricity, Gas, Telephone	Water, Electricity, Gas, Telephone	0	Water, Sewer, Electricity, Gas, Telephone	0	Water, Sewer, Electricity, Gas, Telephone	0
Encumbrances Easements, etc. (I)	Typical & Overhead Utility Poles	Typical	0	Typical	0	Drainage Easement	0
Off-Site Improvements (J)	Columbia Pike & Critz Lane	SR 248	0	2 secondary roads	0	1 secondary road	0
On-Site Improvements (K)	Abandoned Well & Drives	None	0	None	0	None	0
Other Adj. (Specify) (L)							
(M)							
(N)							
NET ADJUSTMENTS		(+)(-)	0	(+)(-)	0	(+)(-)	0
ADJUSTED INDICATED UNIT VALUE		\$2.18		\$7.05		\$11.33	
(B) TOTAL INDICATED VALUE OF SUBJECT LAND		$\left(\frac{\$11.00 \times 89,298}{\text{Correlated Unit Value} \times \text{Units}} \right)$		$\frac{\$982,278}{\$982,300}$			

ADDITIONAL COMMENTS

14. LAND VALUE ANALYSIS: Continued from preceding page.....

Valuation Summary

In this area, the most widely accepted method of valuing commercial sites is on a per square foot basis. Therefore, I used the per square foot unit value as the appropriate unit of measurement for the subject site.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of our knowledge, all the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. To our knowledge, there were no unusual sale conditions involved in any of other the transactions.

Market Conditions: All of the sales were adjusted based on an annual 4% rate of growth, which equates to 0.33% per month.

Location: Similar to the subject, Sales LS1 and LS6 are located within the city limits of Thompson's Station. Sales LS2, LS3, and LS 5 are located south of the subject in Spring Hill, TN; while Sale LS4 is located in unincorporated Williamson County, north of SR 840. All of the sales are located within Williamson County. In addition, Sales LS 1 and LS6 are located within the Tollgate Village mixed use development and Sales LS2, LS3, and LS 6 are located within an area of impressive commercial growth.

Size: The sales range in size from 59,275 SF to 411,880 SF, with an average size of 233,807 SF, and a median land size of 222,204 SF. The subject contains a land area of 89,298 SF, which is bracketed by the size range of the comparable sales. Typically, an inverse relationship exists between size and unit price, with smaller tracts selling at higher unit prices. The correlation between size and unit price is somewhat supported by the unit values and sizes. Therefore, I have considered the size of the subject in relation to the comparable sales on a qualitative basis.

Shape: The subject tract is basically triangular in shape, which is most similar to comparable Sales LS1 and LS4. Sales LS2, LS3, and LS5 are irregular rectangles in shape and Sale LS6 is rectangular in shape and inferior. As shape does not appear to be significant in this analysis, no adjustments were necessary.

Topography: The subject lot exhibits level topography and is primarily cleared, which is similar to the six comparable sales. Therefore, any differences in topography/development potential will be considered on a qualitative basis.

Zoning: The subject property is zoned C (Commercial District), which is most similar to the Sales LS2 - LS6, which are zoned B-3, B-4, NC, and MGA-1 and permit commercial uses. Sale LS1, zoned D-3 (High Density Residential), is least similar to the subject in this regard. Any differences in zoning will be considered on a qualitative basis.

Utilities: The subject has water, electricity, cable and telephone services on-site and sewer service nearby. Sale LS4 did not have sewer service at the time of sale. The remaining sales have similar utilities. Differences in available utilities will be considered on a qualitative basis.

Visibility/Exposure: The subject property exhibits good visibility from Columbia Pike and Critz Lane. Similarly, all the comparables exhibit good visibility along the respective road frontages. Attempts to apply a quantitative adjustment for visibility/exposure, considering average daily traffic volume, corner locations, and amount of road frontages, was inconclusive and will be considered on a qualitative basis.

Access: The subject has legal access along Columbia Pike and Critz Lane. All of the comparable sales have legal access along their respective frontages. The comparables have average-to-good access to connecting US and State Routes. Differences in access will be considered on a qualitative basis.

Encumbrances, Easements, Etc.: The subject is not affected atypically in this regard. A sewer line easement and a PUDE traverse portion of Sale LS2's site. In addition, Sale LS6's site is partially traversed by drainage easement. Any differences in easements/encumbrances will be considered on a qualitative basis.

We also considered listings along Columbia Pike in the vicinity of the subject, which range in size from 8.40 acres to 12.77 acres. The tracts are currently being marketed at an asking price range of between \$3.44/SF and \$4.67/SF. The tracts are being marketed for commercial development. The subject property is superior in terms of size and having a corner location.

As previously discussed, a purchase contract is currently pending on the subject property with a stipulated purchase price of \$9.88/SF. This contract price appears to be reasonably supported by the market data and is representative of a pending arm's length transaction, however it was negotiated over one year ago.

Valuation Summary: In conclusion, the six comparables provide a reasonable range from which the subject's value can be determined. After considering the adjustments discussed above, the sales range in unit price from \$2.18/SF to \$11.33/SF, with an average of \$6.43/SF and a median of \$6.36/SF, after adjusting for market conditions. Sales LS1 and LS6, which are located within the city limits of Thompson's Station, reflect unit prices of \$5.66/SF and \$11.33/SF, respectively. Given the subject's level, cleared terrain and corner location, a unit value near the top of the range is appropriate. Therefore, with all pertinent factors considered, we have selected a market value of \$11.00/SF for the subject's 89,298 square feet.

17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:

(A) VALUATION OF LAND

LAND	<u>89,298</u>	S.F.	<input checked="" type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ <u>\$11.00/SF</u>	(Average) Per Unit	\$ <u>982,300</u>
LAND		S.F.	<input type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ _____	(Average) Per Unit	\$ _____
LAND		S.F.	<input type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ _____	(Average) Per Unit	\$ _____
LAND		S.F.	<input type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ _____	(Average) Per Unit	\$ _____
LAND		S.F.	<input type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ _____	(Average) Per Unit	\$ _____

REMARKS

18. APPROACHES TO VALUE CONSIDERED

(A) Indicated Value of	<input checked="" type="checkbox"/>	Entire Tract	<input type="checkbox"/>	Part Affected from SALES COMPARISON APPROACH	\$ <u>982,300</u>
(B) Indicated Value of	<input type="checkbox"/>	Entire Tract	<input type="checkbox"/>	Part Affected from COST APPROACH	\$ _____
(C) Indicated Value of	<input type="checkbox"/>	Entire Tract	<input type="checkbox"/>	Part Affected from INCOME APPROACH	\$ _____

(D) RECONCILIATION: (Which approaches were given most consideration) (Single-Point Conclusion Should be Reasonably Rounded)

The Sales Comparison Approach was the only approach deemed appropriate to determine the market value of the subject site.

19. FAIR MARKET VALUE of	<input checked="" type="checkbox"/>	Entire Tract	<input type="checkbox"/>	Part Affected.....	\$ <u>982,300</u>
(A) TOTAL AMOUNT DUE OWNER if	<input type="checkbox"/>	Entire Tract	<input checked="" type="checkbox"/>	Part Affected Acquired.....	\$ <u>325,900</u>
(B) AMOUNT ATTRIBUTABLE TO:		Land	\$ <u>982,300</u>	Improvements	\$ <u>0</u>

REMARKS

None

PARTIAL ACQUISITION

20.

VALUE OF ENTIRE TRACT..... \$982,300

AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)

A. X Land Acquired (Fee) 29,621 S.F. Ac @ \$11.00/SF \$325,831

_____ Land Acquired (Fee) _____ S.F. Ac. @ _____

Drainage Esmt. _____ S.F. Ac. @ _____

Slope Esmt. _____ S.F. Ac. @ _____

Const. Esmt. _____ S.F. Ac. @ _____

B. Improvements Acquired (Indicate which improvements by showing structure numbers)

C. Value of Part Acquired Land & Improvements (Sub-Total)..... \$325,831

D. Total Damages (See Explanation, Breakdown and Support on Sheet 2A-9). \$0

E. Sum of A, B and D: 325,831

F. Benefits: (Explain and deduct from D. Amount must not exceed incidental damages).... \$0

G. TOTAL AMOUNT DUE OWNER; if only part is Acquired (rounded)..... \$325,900

21. VALUE OF REMAINDER (See 2A-9 for Documentation of Remainder Value)

A. LAND REMAINDER

Left 59,677 S.F. Ac. @ _____

_____ S.F. Ac. @ _____

_____ S.F. Ac. @ _____

Right _____ S.F. Ac. @ _____

_____ S.F. Ac. @ _____

_____ S.F. Ac. @ _____

AMOUNT PER UNIT		DAMAGES		REMAINING VALUE
BEFORE	AFTER	%	\$	
\$11.00	\$11.00	0%		656,447

REMAINDER VALUE OF LAND..... \$656,447

LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A..... _____

LESS COST TO CURE (Line 20-D)..... _____

TOTAL REMAINDER VALUE OF LAND..... \$656,447

B. IMPROVEMENTS REMAINDER

Improvement No. _____

Improvement No. _____

Improvement No. _____

Improvement No. _____

Improvement No. _____

BEFORE VALUE	DAMAGES		REMAINING VALUE
	%	\$	

REMAINDER VALUE OF IMPROVEMENTS..... 0

LESS COST TO CURE ITEMS..... 0

TOTAL REMAINDER VALUE OF LAND & IMPROVEMENTS \$656,400 -R

REMARKS: None.

State Project No. _____ County WILLIAMSON Tract No. 1

Federal Project No. _____ Name of Appraiser Ted A. Boozer, MAI

SUMMARY OF REMAINDER
APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS
(Supplement to Items 20 and 21, Pages 2A-8)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

23. HIGHEST AND BEST USE AFTER ACQUISITION:

The highest and best use of the left remainder, which consists of 59,677 SF or 1.37 acres, will remain unchanged after the acquisition.

24. DESCRIBE REMAINDER (S):

Upon completion of the project, Critz Lane will be realigned along the southern property boundary of the subject site to form a "T" intersection with Columbia Pike. This intersection will be signalized. Critz Lane will include three lanes of traffic along the subject boundary, including a right dedicated turn lane, a left dedicated turn lane, and an east-bound lane - all of which will be 12' in width. This asphalt paved roadway will also include 4'-wide shoulders on either side of the road. The former Critz Lane ROW will be scarified, obliterated and seeded.

As part of a separate project, Columbia Pike (US 31/SR 6) is also being improved to include five lanes of traffic along the subject's frontage. The lanes include (1) dedicated center turn lane, two (2), south-bound travel lanes; and two (2), north-bound travel lanes.

According to the Plans and R.O.W. Acquisition Table, there will be a remainder area to the left of the center line containing 1.37 acres or 59,677 SF. The remainder will change in terms of size from the "before situation" by the fee acquisition, which includes a rectangular-shaped, 80'-wide portion of land along the southern property line. The remainder will have the same basic characteristics before and after acquisition. Prior to the project, the subject was an irregular triangle in shape, and will remain an irregular triangle-shaped site, based on the size and shape of the acquisition area. Frontage along Columbia Pike in the "after situation" will be roughly 390' in contrast to the 440' of frontage in the "before situation". Frontage along Critz Lane will be reduced from 540' before the acquisition to 300.4' after the realignment takes place. Although the Critz Lane frontage is reduced by roughly 140', the subject will benefit from the proposed "T" intersection and traffic signal, offsetting any incidental damages to the remainder. Consequently, the market value of the remainder after the acquisition is unchanged from the before situation.

Acquisitions

Fee Acquisition: The 29,621 SF fee acquisition is valued at 100% of fee value, or \$11.00/SF.

25.	Amount of DAMAGE This Page To--2A-8, Item 20-D	\$0
(A)	Amount of BENEFITS This Page To--2A-8, Item 20-F	\$0

State Project No. _____ County WILLIAMSON Tract No. 1
 Federal Project No. _____ Name of Appraiser Ted A. Boozer, MAI

**APPRAISAL REPORT
TOWN OF THOMPSON'S STATION**

THE PURPOSE OF THIS APPRAISAL IS TO ESTIMATE THE FAIR MARKET VALUE FOR RIGHT-OF-WAY PURPOSES

1. Name, Address & Telephone Numbers:

(A) Owner:

Ferrari Partners, LP
357 Riverside Drive, Ste. 230A
Franklin, Williamson County, TN 37064
Property Contact: Mr. Chad Ferrari
Ph: 615-456-3704

(B) Tenant:

None

(C) Address and/or location of subject:

The subject property is located at the northeast east corner of Columbia Pike (US 31/SR 6) and Critz Lane in Thompson's Station, Williamson County, Tennessee. The subject is identified as Parcel 3.00 on Williamson County Tax Map 145. The street address is Critz Lane, Thompson's Station, Williamson County, Tennessee.

2. Detail description of entire tract:

Site: The physical features of the site are described as follows. **Size:** 26.9 acres or 1,171,764 SF. The site area is based on the R.O.W. Acquisition Table for Tract 2; **Shape:** The subject is irregular in shape; **Frontage/Depth:** 292.82' of frontage along the east side of Columbia Pike (US 31/SR 6) and ±2,470' of frontage along the north and east sides of Critz Lane. **Access:** The site has legal access along the north and east sides of Critz Lane; **Topography:** The subject property features level to gently rolling terrain. The majority of tract is row crop land. A tree-lined tributary of the West Harpeth River traverses the tract in a northwest to southeast direction; **Drainage:** Drainage appears visually adequate; **Visibility:** Good; **Exposure:** Good; **Utilities:** Electricity, water, cable, and telephone services are located along the frontage areas and sewer service is available in close proximity; **Easements:** An 20'-wide H.B.T.S. & T.S. easement parallels the southern border along the Columbia Pike (US 31/SR 6) frontage and a portion of the eastern Critz Lane frontage. Gas Regulators are installed near the central portion of the Columbia Pike frontage and a 20'-wide gas easement contains the Gas Regulators. A 50'-wide utility infrastructure easement begins along the Critz Lane frontage and traverses the eastern section of the subject tract in a northerly direction. ROW easements are located along the Columbia Pike and a portion of the Critz Lane frontages. The tributary of the West Harpeth River is contained within a "Blue Line" stream buffer area; **Flood Plain:** According to FEMA Maps 47187CO335 & 345 F, dated September 29, 2006; no portion of subject site is located within a flood hazard area; **Site Improvements:** No Site improvements are located in the acquisition area.

3. (A) Tax Map and Parcel No. 145/3.00 (B) Is Subject in a FEMA Flood Hazard Area? Yes No
If yes, Show FEMA Map/Zone No.

4. Interest Acq.: Fee Drainage Esm't. Construction Esm't. Slope Esm't. Other:

5. Acquisition: Total Partial

6. Type of Appraisal: Formal Formal Part-Affected 1. Appraisal Report
2. Restricted Report

Intended Use of Report - This "Formal" appraisal of a 100% ownership position is intended for the sole purpose of assisting the Tennessee Department of Transportation in the acquisition of land for right-of-way purposes. This assignment is of the entire subject property and will include the valuation of all subject improvements.

This is an Appraisal Report, which is intended to comply with Standard Rule 2-2(a). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file or can be obtained from the Market Data Brochure. The depth of discussion contained in this report is specific to the needs of the client.

This Appraisal is based on the Critz Lane Realignment plans prepared by Steve Clifton, P.E. (not dated). A reduced copy of these plans as they pertain to the subject tract are included as exhibits to this report.

7. Detail Description of Land Acquired:

Fee Acquisition: The fee acquisition includes a 1.23 acre (53,579 SF) portion of land that includes an 80'-wide ROW that extends roughly 1,008' in length across the southwestern corner of the tract where the existing Critz Lane forms a sharp 90 degree turn. This sharp turn in the proposed Critz Lane ROW will be straightened somewhat and eventually form a "T" intersection with Columbia Pike. This intersection will be signalized. The acquisition will leave both a right and left remainder on either side of the proposed Critz Lane. The area acquired exhibits level to gently sloping terrain that presently utilized for row crops.

APPRAISAL REPORT – CONT'D....

Temporary Construction Easement: The temporary construction easement consists of two strips of land outside the proposed ROW containing 0.31 acres or 13,504 SF. These construction easements will be in place on both sides of the proposed Critz Lane in the realigned curve of the roadway, and vary in width from 20' to 40'. The TCE area will be used for traffic control, erosion control, and a work zone during the construction process.

8. Sales of Subject: (Show all recorded sales of subject in past 5 years; show last sale of subject if no sale in past 5 years.)

Sale Date	Grantor	Grantee	Book Page	Verified Consideration	How Sale Amount Verified
8/22/2007	Chad Ferrari	Ferrari Partners, L.P.	Bk 1933 Pg 120	\$1,790,000	Warranty Deed
Existing Use	Zoning	Utilities Available	Off Site Improvements		Area Lot or Acreage
Vacant Commercial; % Row Crop	C; Commercial District	Water, sewer, natural gas, electricity, cable, telephone	Columbia Pike (US 31 SR 6) & Critz Lane		*26.9 acres or 1,171,764 SF

*This transaction includes a 196.282-acre parent tract of which the subject is a part.

9. Highest & Best Use: (Before Acquisition, summarize the support and rationale for the opinion)

Highest and Best Use is defined by the Appraisal Institute as: "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." (Page 93, The Dictionary of Real Estate Appraisal, Fifth Edition).

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs. As, I have not considered the improvements located on the subject site. The subject's highest and best use "as vacant" is discussed below:

As Vacant

Legally Permissible: According to the current Land Development Ordinance for the Town of Thompson's Station, the subject tract is currently zoned (C) **Commercial District**, which permits a variety of commercial uses. The subject's current (C) **Commercial District** base zoning is most similar to the (CC) **Community Commercial District** as described in the new Land Development Ordinance (LDO) in terms of permitted uses. The (CC) **Community Commercial District** is intended to include a range of commercial activities that serve a community or several neighborhoods, and allow larger commercial businesses.

Permitted Uses: Permitted uses within the (C) **Commercial District** include: joint living/working quarters, grooming and pet stores, sales, banks and financial services, day care center, restaurants, catering establishments, drive thru, bed and breakfast, hotel/motel, medical services, professional office, indoor entertainment, indoor sports recreation, outdoor entertainment, outdoor sports recreation, retail sales general, building materials, including farming equipment (special exception), discount stores, drugstores, food and grocery stores, garden supply stores, vendors (special exception), retail repair and cleaning services, auto cleaning and repair, auto wash (special exception), service station without convenience market, horticulture, churches, temples, and worship facilities, public or private clubs, lodges, meeting halls, farmers market, hospital services, museums, libraries, public uses, parking facilities, utility substations, private nursery schools, wireless communication facilities, and temporary uses (holiday sales, temporary real estate offices, and festivals).

Physically Possible: The subject site's physical characteristics: size, irregular shape, access, visibility, location, topography and availability of utilities render it suitable for most uses permitted by zoning; based on existing traffic volume (±13,281 to ±21,013 vehicles per day north of the subject), proximity to SR 840 and the adjacent Mars headquarters located immediately north, and relatively good exposure along Columbia Pike (US 31/SR 6) and Critz Lane. Based on the physical characteristics, a mixed-use commercial project or multi-family use are physically possible.

Financially Feasible: The Williamson County and Thompson's Station area has experienced growth in both residential and commercial developments after recovering from the economic recession that existed from 2008 through 2011. Based on recent sales data from the area, adequate demand currently exists along Columbia Pike for either an owner-occupied or speculative commercial facility that includes a combination of office, multi-family and/or retail use. As previously discussed, based primarily on size and surrounding uses, a mixed-use or multi-family development of the subject site is considered to be financially feasible.

Maximally Productive: Based on the subject's zoning, present market conditions and physical characteristics, the highest and best use of the subject site, as vacant, is to develop the property with a commercial/mixed-use/multi-family use that would maximize the property's development potential.

State Project No. _____ County WILLIAMSON Tract No. 2
Federal Project No. _____ Name of Appraiser Ted A. Boozer, MAI

SALES COMPARISON APPROACH

14. LAND VALUE ANALYSIS

ADJUST SALES TO SUBJECT USING (Plus +, Subject Better)(Minus -, Subject Poorer) Using Dollar Adjustments Only.
If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

(A) ANALYSIS OF COMPARABILITY (Insert Comp. Sale No's. from Brochure or Attachments)

Inspection Date		Sale No. <u>LS1</u>		Sale No. <u>LS2</u>		Sale No. <u>LS3</u>	
CASH EQUIVALENT Sales Price		\$2,175,000		\$5,700,000		\$4,356,901	
Date of Sale	# of Periods	12/22/2014	22	7/30/2012	51	1/17/2012	57
% Per Period	Time Adj.	0.33%	7.26%	0.33%	16.83%	0.33	18.81%
Sales Price Adj. for Time		\$2,332,905		\$6,659,310		\$5,176,434	
Proximity to Subject		±1.10 mile		±2.90 miles		±3.40 miles	
Unit Value Land SF <input checked="" type="checkbox"/> Acre <input type="checkbox"/> Lot <input type="checkbox"/>		\$5.66		\$4.38		\$3.09	
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)	Thompson's Station (Williamson)	Thompson's Station (Williamson)	0	Spring Hill (Williamson)	0	Thompson's Station (Williamson)	0
Size (B)	1,171,764	411,880	0	1,518,984	0	1,673,398	0
Shape (C)	Irregular	Irregular	0	Irregular Rectangle	0	Irregular	0
Site/View (D)	Residential / Commercial / Light Industrial	Commercial & Residential	0	Commercial / Residential	0	Residential & Agricultural	0
Topography (E)	Level/Rolling	Level/Rolling	0	Basically Level	0	Level/Rolling	0
Access (F)	Critz Lane	Tollgate Blvd. Portsmouth Dr & Declaration Way	0	Columbia Pk.	0	Columbia Pike	0
Zoning (G)	C	D-3	0	B-4	0	IL	0
Utilities Available (H)	Water, Sewer, Electricity, Gas, Telephone	Water, Sewer, Gas, Electricity, Telephone	0	Water, Sewer, Electricity, Gas, Telephone	0	Water, Sewer, Electricity, Gas Telephone	0
Encumbrances Easements, etc. (I)	Typical & Non-Typical	Typical	0	Typical	0	Typical & 200'-wide animal setback	0
Off-Site Improvements (J)	Columbia Pike & Critz Lane	2 lane secondary roads	0	Columbia Pike	0	Columbia Pike & SR 840	0
On-Site Improvements (K)	Gas Regulators	None	0	Residence & Ancillary Farm Structures	0	None	0
Other Adj. (Specify) (L)							
(M)							
(N)							
NET ADJUSTMENTS			(+)(-) 0	(+)(-) 0	0	(+)(-) 0	0
ADJUSTED INDICATED UNIT VALUE			\$5.66		\$4.38		\$3.09

COMMENTS: Continued on following page....

14. LAND VALUE ANALYSIS (Continued from previous page)

ADJUST SALES TO SUBJECT USING (Plus +, Subject Better) (Minus -, Subject Poorer) Using Dollar Adjustments Only.
If the land is broken down and assigned more than one unit value, additional sales must be shown supporting each value.

(A) ANALYSIS OF COMPARABILITY (Insert Comp. Sale No.'s. from Brochure or Attachments)

Inspection Date		Sale No. <u>LS4</u>		Sale No. _____		Sale No. _____	
CASH EQUIVALENT Sales Price		\$7,302,069.20					
Date of Sale	# of Periods	04/05/2012	54				
% Per Period	Time Adj.	0.33%	17.82%				
Sales Price Adj. for Time		\$8,603,298					
Proximity to Subject		±1.90 miles					
Unit Value Land		\$3.63					
SF <input checked="" type="checkbox"/> FF <input type="checkbox"/> Acre <input type="checkbox"/> Lot <input type="checkbox"/>							
Elements	Subject	Description	(+)(-) Adj.	Description	(+)(-) Adj.	Description	(+)(-) Adj.
Location (A)	Thompson's Station (Williamson)	Thompson's Station (Williamson)	0		0		0
Size (B)	1,171,764	2,369,664	0		0		0
Shape (C)	Irregular	Irregular	0		0		0
Site/View (D)	Residential / Commercial / Light Industrial	Residential / Agricultural	0		0		0
Topography (E)	Level/Rolling	Level to Gently Rolling	0		0		0
Access (F)	Critz Lane	Columbia Pike	0		0		0
Zoning (G)	C	IL	0		0		0
Utilities Available (H)	Water, Sewer, Electricity, Gas, Telephone	Water, Electricity, Gas, Telephone	0		0		0
Encumbrances Easements, etc. (I)	Typical & Non-Typical	Typical & 200'-wide animal setback	0		0		0
Off-Site Improvements (J)	Columbia Pike & Critz Lane	Columbia Pike & SR 840	0		0		0
On-Site Improvements (K)	Gas Regulators	Ancillary Pole Structures	0		0		0
Other Adj. (Specify) (L)							
(M)							
(N)							
NET ADJUSTMENTS		(+)(-)	0	(+)(-)	0	(+)(-)	0
ADJUSTED INDICATED UNIT VALUE			\$3.63				
(B) TOTAL INDICATED VALUE OF SUBJECT LAND		$\left(\frac{\$4.50 \times 1,171,764}{\text{Correlated Unit Value} \times \text{Units}} \right)$		$\frac{\$5,272,938}{\$5,273,000-R}$			

ADDITIONAL COMMENTS

14. LAND VALUE ANALYSIS: Continued from preceding page.....

Valuation Summary

In this area, the most widely accepted method of valuing commercial sites is on a per square foot basis. Therefore, I used the per square foot unit value as the appropriate unit of measurement for the subject site.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of our knowledge, all the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. To our knowledge, there were no unusual sale conditions involved in any of other the transactions.

Market Conditions: All of the sales were adjusted based on an annual 4% rate of growth, which equates to 0.33% per month.

Location: Similar to the subject, Sales LS1, LS3 and LS4 are located within the city limits of Thompson's Station. Sale LS2 is located in Spring Hill, TN. All of the sales are located within Williamson County. In addition, Sale LS 1 is located within the Tollgate Village development and Sales LS3 and LS4 comprise the Mars Petcare Facility. Sale LS2 is located within an area of dense commercial-retail development in Spring Hill.

Size: The sales range in size from 411,880 SF to 2,369,664, with an average size of 1,493,482 SF, and a median land size of 1,596,191 SF. The subject contains a land area of 1,180,476 SF, which is bracketed by the size range of the comparable sales. Typically, an inverse relationship exists between size and unit price, with smaller tracts selling at higher unit prices, which is supported to a certain degree by the data set. Therefore, I have considered the size of the subject on a qualitative basis.

Shape: The subject tract is irregular in shape, which is most similar to comparable Sales LS1, LS3, and LS4. Sale LS2 is an irregular rectangle in shape. As shape does not appear to be significant in this analysis, no adjustments were necessary.

Topography: The subject lot exhibits level to gently rolling topography and is primarily cleared, which is similar to the four comparable sales. Therefore, any differences in topography/development potential will be considered on a qualitative basis.

Zoning: The subject property is zoned C (Commercial District), which is most similar to the Sales LS2 – LS4, which are zoned B-4 and IL and permit commercial uses. Sale LS1, zoned D-3 (High Density Residential), is least similar to the subject in this regard. Any differences in zoning will be considered on a qualitative basis.

Utilities: The subject has water, electricity, cable and telephone services on-site and sewer service nearby. Differences in available utilities will be considered on a qualitative basis.

Visibility/Exposure: The subject property exhibits good visibility from Columbia Pike and Critz Lane. Similarly, all the comparables exhibit good visibility along the respective road frontages. Attempts to apply a quantitative adjustment for visibility/exposure, considering average daily traffic volume, corner locations, and amount of road frontages, was inconclusive and will be considered on a qualitative basis.

Access: The subject has legal access along Critz Lane. All of the comparable sales have legal access along their respective frontages. The comparables have average-to-good access to connecting US and State Routes. Differences in access will be considered on a qualitative basis.

Encumbrances, Easements, Etc.: The subject is not affected atypically in this regard. Any differences in easements/encumbrances will be considered on a qualitative basis.

I also considered listings along Columbia Pike in the vicinity of the subject, which range in size from 8.40 acres to 12.77 acres. The tracts are currently being marketed at an asking price range of between \$3.44/SF and \$4.67/SF. The tracts are being marketed for commercial development. The subject property is superior in terms of size and having a corner location.

Valuation Summary: In conclusion, the four comparables provide a reasonable range from which the subject's value can be determined. After considering the adjustments discussed above, the sales range in unit price from \$3.09/SF to \$5.66/SF, with an average of \$4.19/SF and a median of \$4.00/SF, after adjusting for market conditions. Given the subject's size, corner location, access, stream buffer, infrastructure easement, and amount of Columbia Pike frontage, a unit value near the upper middle of the range is appropriate. Therefore, with all pertinent factors considered, I have selected a market value of \$4.50/SF for the subject's 1,171,764 square feet.

17. EXPLANATION and/or BREAKDOWN OF LAND VALUES:

(A) VALUATION OF LAND

LAND	<u>1,171,764</u>	S.F.	<input checked="" type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ <u>\$4.50/SF</u>	(Average) Per Unit	\$ <u>\$5,273,000</u>
LAND	_____	S.F.	<input type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ _____	(Average) Per Unit	\$ _____
LAND	_____	S.F.	<input type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ _____	(Average) Per Unit	\$ _____
LAND	_____	S.F.	<input type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ _____	(Average) Per Unit	\$ _____
LAND	_____	S.F.	<input type="checkbox"/>	F.F.	<input type="checkbox"/>	ACRE	<input type="checkbox"/>	LOT	<input type="checkbox"/>	@	\$ _____	(Average) Per Unit	\$ _____

REMARKS

18.

APPROACHES TO VALUE CONSIDERED

(A) Indicated Value of	<input checked="" type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from SALES COMPARISON APPROACH	\$ <u>5,273,000 (r)</u>
(B) Indicated Value of	<input type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from COST APPROACH	\$ _____
(C) Indicated Value of	<input type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected from INCOME APPROACH	\$ _____

(D) RECONCILIATION: (Which approaches were given most consideration) (Single-Point Conclusion Should be Reasonably Rounded)

The Sales Comparison Approach was the only approach deemed appropriate to determine the market value of the subject site.

19. FAIR MARKET VALUE of	<input checked="" type="checkbox"/> Entire Tract	<input type="checkbox"/> Part Affected.....	\$ <u>5,273,000</u>
(A) TOTAL AMOUNT DUE OWNER if	<input type="checkbox"/> Entire Tract	<input checked="" type="checkbox"/> Part Affected Acquired.....	\$ <u>380,870</u>
(B) AMOUNT ATTRIBUTABLE TO:	Land	\$ <u>5,273,000</u>	Improvements \$ <u>0</u>

REMARKS

None

PARTIAL ACQUISITION

20.

VALUE OF ENTIRE TRACT..... \$5,273,000

AMOUNT DUE OWNER IF ONLY PART ACQUIRED (Detail breakdown)

- A. X Land Acquired (Fee) 53,579 S.F. Ac. @ \$4.50/SF \$241,106
 _____ Land Acquired (Fee) _____ S.F. Ac. @ _____
 Drainage Esmt. _____ S.F. Ac. @ _____
 Slope Esmt. _____ S.F. Ac. @ _____
 Const. Esmt. 13,504 S.F. Ac. @ \$0.90/SF \$12,154
- B. Improvements Acquired (Indicate which improvements by showing structure numbers)

- C. Value of Part Acquired Land & Improvements (Sub-Total)..... \$253,260
 D. Total Damages (See Explanation, Breakdown and Support on Sheet 2A-9). \$127,610
 E. Sum of A, B and D..... \$380,870
 F. Benefits: (Explain and deduct from D. Amount must not exceed incidental damages).... \$0
 G. **TOTAL AMOUNT DUE OWNER; if only part is Acquired..... \$380,870**

21. **VALUE OF REMAINDER (See 2A-9 for Documentation of Remainder Value)**

A. **LAND REMAINDER**

- Left 1,077,674 S.F. Ac. @ _____
 _____ S.F. Ac. @ _____
 _____ S.F. Ac. @ _____
 Right 40,511 S.F. Ac. @ _____
 _____ S.F. Ac. @ _____
 _____ S.F. Ac. @ _____

AMOUNT PER UNIT		DAMAGES		REMAINING VALUE
BEFORE	AFTER	%	\$	
\$4.50	\$4.50	0		\$4,849,533
\$4.50	\$1.35	70%	\$127,610	\$54,690

REMAINDER VALUE OF LAND..... \$4,904,223
 LESS AMOUNT PAID FOR EASEMENTS IN ITEM 20A..... (\$12,154)
 LESS COST TO CURE (Line 20-D)..... _____
TOTAL REMAINDER VALUE OF LAND..... \$4,892,069

B. **IMPROVEMENTS REMAINDER**

- Improvement No. _____
 Improvement No. _____
 Improvement No. _____
 Improvement No. _____
 Improvement No. _____

BEFORE VALUE	DAMAGES		REMAINING VALUE
	%	\$	

REMAINDER VALUE OF IMPROVEMENTS..... 0
 Rounding..... +61
TOTAL REMAINDER VALUE OF LAND & IMPROVEMENTS \$4,892,130

REMARKS: None.

State Project No. _____ County WILLIAMSON Tract No. 2
 Federal Project No. _____ Name of Appraiser Ted A. Boozer, MAI

SUMMARY OF REMAINDER
APPRAISERS DESCRIPTION OF REMAINDER AND EXPLANATION OF DAMAGES OR BENEFITS
(Supplement to Items 20 and 21, Pages 2A-8)

A full narrative description of the remainder (s) must be given on all partial acquisitions. The after value estimates, both land and improvements shall be documented and supported by one or more of the applicable approaches to value.

23. HIGHEST AND BEST USE AFTER ACQUISITION:

The highest and best use of the left remainder, which consists of 1,077,674 SF or 24.74 acres, will remain unchanged after the acquisition. The highest and best use of the right remainder, which consists of 40,511 SF or 0.93 acres, will change to assemblage with adjoining properties to the south as a result of the acquisition. See discussion below.

24. DESCRIBE REMAINDER (S):

Upon completion of the project, Critz Lane will be realigned along the southern property boundary of the subject site to form a "T" intersection with Columbia Pike. This intersection will be signalized. Critz Lane will include two lanes of traffic across the subject property, eventually including a dedicated right turn lane at the intersection, along with a dedicated left turn lane, and an east-bound lane - all of which will be 12' in width. This asphalt paved roadway will also include 4'-wide shoulders on either side of the road. The former Critz Lane ROW will be scarified, obliterated and seeded.

As part of a separate project, Columbia Pike (US 31/SR 6) is also being improved to include five lanes of traffic along the subject's frontage. The lanes include (1) dedicated center turn lane, two (2), south-bound travel lanes; and two (2), north-bound travel lanes.

Left Remainder: According to the Plans and R.O.W. Acquisition Table, there will be a remainder area to the left of the center line containing 24.74 acres (1,077,674 SF). This left remainder will have the same basic characteristics before and after acquisition, although the amount of Critz Lane frontage will decrease slightly due to the realignment and abandonment of roughly 740' along the subject's western boundary. However, access to the realigned Critz Lane will be made available to the property owner upon request per town officials. Prior to the project, the subject was irregular in shape, and will remain an irregular-shaped site, based on the size and shape of the acquisition area. The subject will benefit directly from the proposed improvements and future signalized "T" intersection, offsetting any incidental damages to the remainder. Consequently, the market value of the left remainder after the acquisition is unchanged from the before situation.

Right Remainder: According to the Plans and R.O.W. Acquisition Table, there will be a remainder area to the right of the center line containing 0.93 acres or 40,511 SF. This right remainder will be triangular in shape, and will include approximately 490' of frontage along the realigned Critz Lane. The former Critz Lane roadway will be scarified, obliterated, and seeded. The tract will include a maximum depth of about 180' at the "tip" of the triangle, then angle downward each direction towards the new Critz Lane ROW. In addition to the limiting shape of this remainder, two 20'-wide permanent access easements will cross the tract to provide access to two existing driveways currently used by property owners to the south of the subject. One access easement is located near the southeastern corner of the remainder and extends roughly 20' to 30' in length. The other access easement is positioned near the center of the remainder and extends approximately 170'.

As a result of the irregular triangular shape of the right remainder, along with the additional encumbrances associated with the two access easements, this remainder will have limited utility to the owner after the acquisition. Based on required setback lines, lot coverage ratios, etc., it is highly unlikely that this remainder can be legally developed independently. Consequently, as a result of the acquisition, the property represents an "uneconomic remainder", resulting in a change in highest and best use from commercial development to assemblage with the adjoining properties to the south, resulting in incidental damages to the remainder. Based on sales data contained in my files, along with my experience involving uneconomic remainders purchased for assemblage, incidental damages of 70% of the before value, or \$3.15/SF, are estimated for the right remainder. The following table reflects the dollar amount of damages based on the before and after values:

Before Value (40,511 SF @ \$4.50/SF):	\$182,300
After Value (40,511 SF \$1.35/SF):	-54,690
Indicated Incidental Damages:	\$127,610

Fee Acquisition: The 1.23 acre (53,579 SF) fee acquisition is valued at 100% of fee value, or \$4.50/SF.

Temporary Construction Easement: The temporary construction easement consists of two strips of land containing 0.31 acres or 13,504 SF. These construction easements will be in place on both sides of the proposed Critz Lane in the realigned curve of the roadway, and vary in width from 20' to 40'. The TCE area will be used for traffic control, erosion control, and a work zone during the construction process. An annual rental rate of 10% of fee value for the two-year anticipated time frame (20%) is considered to be reasonable. Calculated as follows: \$4.50/SF x 20% = \$0.900 per SF for the TCE.

25.	Amount of DAMAGE This Page To--2A-8, Item 20-D	\$127,610
(A)	Amount of BENEFITS This Page To--2A-8, Item 20-F	\$0

State Project No. _____ County WILLIAMSON Tract No. 2
Federal Project No. _____ Name of Appraiser Ted A. Boozer, MAI

**Critz Lane Realignment at SR 6, Thompson Station
Preliminary Opinion of Probable Construction Cost**

Sta 10+80 to 23+72.19
Project No. R101215

Roadway Length: 1293

line	Item Description	Units	Quantity	Unit Cost	Cost	Subtotals
1						
2	Mobilization	ls	1	\$3,000.00	\$3,000	
3	Clearing & Grubbing	ac	2.50	\$400.00	\$1,000	
4	Traffic Control	ls	1	\$4,000.00	\$4,000	
5	Removal & Disposal of existing pavement	sy	4,610	\$3.80	\$17,518	
6						\$25,518
7						
8	Roadway					
9	10" aggregate base (303-01)	ton	3,820	\$28.00	\$106,960	
10	4" bit. Base (307-01.01)	ton	813	\$68.00	\$55,284	
11	2" bit. Binder (307-01.08)	ton	395	\$78.00	\$30,810	
12	1.25" bit Surface (411-01.10)	ton	230	\$80.00	\$18,400	
13						
14	Prime Coat (402-01)	ton	5	\$750.00	\$3,675	
15	Agg for Prime Coat (402-02)	ton	18	\$40.00	\$720	
16	Tack Coat (403-01)	ton	0.30	\$750.00	\$225	
17	Tack Coat (403-02)	ton	0.75	\$750.00	\$563	
18						\$216,637
19						
20	8" aggregate base (303-01) private drive	ton	360	\$25.00	\$9,000	
21						\$9,000
22						
23	Stop sign	ea	1	\$300.00	\$300	
24	Street Name sign	ea	1	\$300.00	\$300	
25	Speed Limit sign	ea	4	\$200.00	\$800	
26						
27	Pavement Marking (4" painted DSYL)	mile	0.25	\$4,000.00	\$1,000	
28	Pavement Marking (4" painted SSWL)	mile	0.55	\$3,500.00	\$1,925	
29	Pavement Marking - turn arrow	ea	4.00	\$180.00	\$720	
30	Pavement Marking - 12" stop bar	lf	26.00	\$25.00	\$650	
31						\$5,695
32	Storm Drainage					
33	18" RCP cross-drain	lf	90	\$50.00	\$4,500	
34	18" RCP side-drain	lf	40	\$50.00	\$2,000	
35						
36	Safety Endwall cross-drain	ea	2	\$1,400.00	\$2,800	
37	Safety Endwall side-drain	ea	4	\$1,800.00	\$7,200	
38						\$16,500
39	Erosion & Sediment Control					
40	Silt Fence	lf	980	\$5.20	\$5,096	
41	Rock Check Dam	ea	3	\$280.00	\$840	
42	Seed & straw mulch	sy	6,900.00	\$1.80	\$12,420	
43	Temporary Construction exit	ea	1	\$1,800.00	\$1,800	
44	EPSCS monitoring	ls	1	\$3,200.00	\$3,200	
45						\$23,356
46						
47						

48	Earthwork & Grading*					
49	Excavation & Embankment; unclassified	cy	2,600	\$10.00	\$26,000	
50	Excavation (remove); unclassified	cy	6,200	\$4.00	\$24,800	
51	Fine Grading	sy	12,100	\$1.80	\$21,780	
52	Topsoil Strip, Stockpile, Replace	cy	2,700	\$5.80	\$15,660	
53						\$88,240
54	Engineering					
55	Field surveying, layout, monumentation	ls	1	\$3,000.00	\$3,000	
56	Testing	ls	1	\$3,000.00	\$3,000	
57						
58						\$6,000
59						
60						
61						
62						
63						
64	*the quantity and cost of roadway earthwork is based on the assumption that the subsurface conditions consist mostly of dirt and not rock, and that undercutting of unsuitable areas will not be necessary. The presence of significant areas of rock, or unsuitable material will significantly increase the cost stipulated here.				Base Total	\$390,946
65					Contengency 15%	\$58,642
66					Total	\$449,587
67						
68						
69						
70						

The quantities shown hereon are based on the construction drawings prepared by Steven Clifton PE, which has not been reviewed or approved by the permitting agency. This opinion of probable cost is made on the basis of our experience and qualifications and represent our best judgement as a design professional familiar with the construction industry. However, because we have no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices or over competitive bidding or market conditions, we cannot guarantee that proposals, bids or the actual construction cost will not vary from these opinions of probable construction cost.

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



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

MEMO

DATE: November 2, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Critz Lane Realignment

The Town has received the appraisal reports back for the necessary acquisition of right-of-way to complete the realignment of Critz Lane at its intersection of Columbia Pike. Summary of the reports are attached as well as the cost estimate for the construction of the new roadway. Total estimated costs for the project are \$1,160,000.

As of October 31, the Town has an unallocated general fund account of over \$4,700,000.

The resolution proposed will give Staff the ability to begin negotiation with the existing property owners of this right-of-way based on the estimates included in the appraisal reports.

BOMA Action:

Approve Resolution 2016-024 as presented.

LEASE AGREEMENT

BY AND BETWEEN

THE TOWN OF THOMPSON'S STATION

AND

H. Clark Distilling Company, LLC

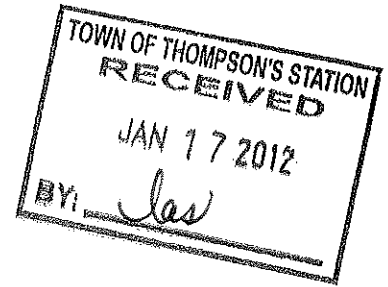


TABLE OF CONTENTS

1.	LEASED PREMISES.....	2
2.	PARKING AND COMMON AREAS	2
3.	TERM	2
4.	RENT	3
5.	ADDITIONAL RENT	3
6.	DELIVERY OF PREMISES.....	4
7.	SECURITY SERVICES FEE	Error! Bookmark not defined.
8.	SECURITY DEPOSIT	4
9.	USE OF PREMISES	4
10.	ENVIRONMENTAL COMPLIANCE/HAZARDOUS MATERIALS.....	Error! Bookmark not defined.
11.	UTILITIES AND SERVICES	4
12.	TENANT'S TAXES AND ASSESSMENTS	4
13.	ALTERATION OF PREMISES	5
14.	INSURANCE	5
15.	INDEMNIFICATION OF LANDLORD	5
16.	MECHANICS LIENS	6
17.	ABANDONMENT OF PREMISES.....	Error! Bookmark not defined.
18.	LANDLORD'S RIGHT OF ENTRY	7
19.	DESTRUCTION OF PREMISES; EMINENT DOMAIN	7
20.	TERMINATION.....	Error! Bookmark not defined.
21.	ABBREVIATED TERM.....	Error! Bookmark not defined.
22.	BANKRUPTCY.....	8
23.	DEFAULT.....	8
24.	SURRENDER OF LEASE	9
25.	RULES AND REGULATIONS.....	9
26.	NOTICE	9
27.	ASSIGNMENT AND SUBLETTING	9
28.	ATTORNEY'S FEES.....	10
29.	GOVERNING LAW	10
30.	BROKERS	Error! Bookmark not defined.
31.	JUDGMENT COSTS	10
32.	SUBORDINATION OF LEASE	Error! Bookmark not defined.
33.	ESTOPPEL CERTIFICATES	Error! Bookmark not defined.
34.	QUIET ENJOYMENT	10
35.	GENERAL PROVISIONS	10
36.	CORPORATE AUTHORITY.....	11
37.	CHANGES IN LAW	Error! Bookmark not defined.

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into by and between the Town of Thompson's Station ("Landlord") and H. Clark Distilling Company, LLC ("Tenant").

WITNESSETH:

WHEREAS, Landlord desires to lease space to Tenant in that certain building known as the Granary, an old grain storehouse (hereinafter referred to as the "Building"), located at 1557 Thompson's Station Road West in the City of Thompsons Station, Tennessee County, Williamson; and

WHEREAS, Tenant desires to enter into a lease for space in said Building.

NOW, THEREFORE, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Building and immediately adjacent real property upon the following terms and conditions:

1. **LEASED PREMISES.** The portion of the Building leased to Tenant by Landlord shall consist of approximately 1440 square feet of space (hereinafter referred to as the "Premises").
2. **PARKING AND COMMON AREAS.** In addition to the Premises, Tenant shall have nonexclusive use of the parking area(s) appurtenant to the Building, subject to such reasonable rules and regulations which may from time to time be adopted by the Landlord.
3. **TERM.**
 - 3.1 The initial term of this Lease ("Initial Term") shall be five (5) years, commencing on the 1st day of January, 2014 ("Commencement Date") except as otherwise provided in Section 6, and expiring on the _____ day of _____, _____, unless sooner terminated as provided herein.
 - 3.2 Tenant shall have the option to renew the lease for an additional term of three (3) years upon written notice to Landlord prior to the end of the Term of the lease.
 - 3.3 Tenant shall vacate the Premises in the same good repair as received on the Commencement Date, ordinary wear and tear excepted, and provided Tenant is not in default under the terms hereof, shall remove from the Premises all Tenant's personal property in order that Landlord can repossess the Premises on the day this Lease or any extension hereof expires or is sooner terminated. Any removal of Tenant's property by Tenant shall be accomplished in a manner which will cause no damage or injury to the Premises, and if any such damage or injury shall occur, it shall be repaired by Tenant at its sole cost and expense.

4. **RENT.**

4.1 The rent schedule during in the initial Term of the lease shall be as follows:

During the first year of the Term, Rent shall be the \$100 per month. Tenant, however, is required to make necessary improvements needed for the Building to be used as a commercial premises including repairs to the floor and installing a compliant restroom.

During the 2nd year, Rent shall be \$300 per month.

During the 3rd year, Rent shall be \$500 per month.

During the fourth year, Rent shall be \$700 per month.

During the fifth year, Rent shall be \$750 per month.

If the Tenant exercises its option to renew the lease for an additional three years as set forth in 3.2 above, the Rent during such renewal Term shall be \$800 per month during the first year of the renewal Term, \$850 during the second year of the renewal Term and \$900 during the third and final year of the renewal Term.

Said base rent shall be paid in advance in equal monthly installments on the first day of each and every calendar month during the term of this Lease; provided, however, that in the event the term hereof commences on a day other than the first day of a calendar month, then upon the Commencement Date hereof Tenant shall pay to Landlord as rent a pro-rata portion of rent to that portion of the calendar month remaining from the Commencement Date to the first day of the next following calendar month.

4.2 All payments under this Lease to be made by Tenant to Landlord shall be made payable to, and mailed or personally delivered to, Landlord at the following address, or such other place as may be designated in writing by Landlord:

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

4.3 If applicable in the jurisdiction where the Premises are situated, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the rent upon which such tax is based.

5. **ADDITIONAL RENT.** All taxes, charges, costs and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon

in the event of failure of Tenant to pay those items, and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due, by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease shall be deemed to be additional rent, and in the event of nonpayment, Landlord shall have all rights and remedies as herein provided for failure to pay rent as well as any other rights and remedies now or hereafter available to Landlord under the laws of the state in which the Premises are located.

6. **DELIVERY OF PREMISES.** The Term of this lease shall not begin until the Building is delivered to Tenant.
7. **SECURITY DEPOSIT.** Landlord hereby acknowledges receipt of Five Hundred and No/100 Dollars (\$500.00) which represents payment of a security deposit in the sum of Five Hundred and No/100 Dollars (\$500.00). Said security deposit shall be held as security for the performance of the terms of the Lease by Tenant. Tenant shall not be entitled to interest thereon. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, including, without limitation, costs and attorneys' fees incurred by Landlord to recover possession of the Premises. If any portion of said deposit is so used or applied, Tenant shall, upon demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall constitute a default hereunder by Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit shall be returned to Tenant within thirty (30) days of the expiration of this Lease, provided Tenant shall have actually vacated the Premises by such date.
8. **USE OF PREMISES.**
 - 8.1 Tenant shall use and occupy the Premises throughout the term of the Lease for the production and sale of distilled beverages and related uses. Tenant shall comply with all site plan and zoning requirements of the Town. Any proposed change of use of the Premises under the Lease must be approved by the Landlord.
 - 8.2 Tenant shall comply with all laws, ordinances, rules, regulations and codes of all municipal, county, state and federal authorities pertaining to the use and occupation of the Premises. Tenant shall not commit, or suffer to be committed, any waste upon said Premises or any public or private nuisance.
9. **UTILITIES AND SERVICES.** Landlord agrees to connect the Premises to basic utilities including water, electricity, natural gas, and sanitary sewer, if and when such services are available. Tenant shall be responsible for the ongoing costs of those utilities as well as services including trash removal, which shall be removed no less than once a week.
10. **TENANT'S TAXES AND ASSESSMENTS.** Tenant covenants and agrees to pay promptly when due all personal property taxes or other taxes and assessments levied and assessed

by any governmental authority upon the property of the Tenant in, upon or about the Premises.

11. **ALTERATION OF PREMISES.** Tenant shall maintain the Premises in good condition and shall not alter, repair or change the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. The Town Administrator shall be authorized to consent to such alterations. Such alterations, improvements and changes shall remain a part of and be surrendered with the Premises.

12. **INSURANCE.**

12.1 Tenant agrees to take out and keep in force during the term hereof, without expense to Landlord, fire and comprehensive public liability insurance, in the name of Tenant and naming Landlord as an additional insured, against any liability for injury to or death of persons resulting from any occurrence in or about the Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The amounts of such insurance required hereunder shall be adjusted from time to time as requested by Landlord based upon Landlord's determination as to the amounts of such insurance generally required at such time for comparable premises and buildings in the general geographical area of the Premises. True copies of said policies or certificates thereof showing the premium thereon to have been paid shall be delivered to Landlord upon request. All such policies shall provide that they shall not be canceled nor coverage reduced by the insurer without first giving at least thirty (30) days' prior written notice to Landlord. If Tenant fails to procure and keep in force such insurance, Landlord may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Tenant to Landlord as additional rent. Such insurance may be provided by a blanket insurance policy covering the Premises, so long as the coverage on the Premises is at all times at least as great as required by this Section.

12.2 To the extent of any and all insurance maintained by either Landlord or Tenant in any way connected with the Premises, Landlord and Tenant hereby waive on behalf of their respective insurance carrier any right of subrogation that may exist or arise as against the other party to this Lease.

12.3 To the extent Landlord also maintains any insurance in any way connected with the Premises, Landlord's insurance shall be excess coverage and Tenant's insurance shall be primary coverage. Nothing herein shall be construed as a waiver of the Town's immunities, defenses or liability limits under the Tennessee Governmental Liability Act or other applicable law.

13. **INDEMNIFICATION OF LANDLORD.**

13.1 Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord for damages to goods,

wares and merchandise in and about said Premises and for injuries to persons in or about said Premises, from any cause other than Landlord's gross negligence or willful misconduct. Tenant shall save Landlord harmless for and on account of any and all damage or injury to any person or to the goods, wares or merchandise of any person arising from the failure of Tenant to keep the Premises in good condition as herein provided. Tenant shall indemnify, protect, defend and hold Landlord harmless from and against any and all claims, liabilities, losses, damages and suits arising from Tenant's use, occupancy or enjoyment of the Premises and its facilities or the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant, or its agents and employees in or about the Premises, and Tenant further agrees to indemnify, protect, defend and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any negligence of Tenant, or any of its agents, contractors, employees, invitees or licensees, and from and against all costs, attorneys' fees, expenses and liabilities of any kind incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's sole cost and expense by counsel reasonably satisfactory to Landlord. Landlord shall not be liable to Tenant for any damage resulting from the negligence of any co-tenant or other occupant of the same Building or by any owner or occupant of adjoining or contiguous property. Tenant agrees to pay for all damages to the Building as well as all damage to the tenants or occupants thereof caused by Tenant's negligence, misuse or neglect of said Premises, its apparatus or appurtenances.

13.2 In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, Tenant shall pay all costs and reasonable attorney's fees incurred by such litigation and Tenant shall also pay all costs and reasonable attorney's fees incurred by or against Landlord in obtaining possession of the Premises upon the expiration or earlier termination of the term of this Lease or enforcing any other covenant of Tenant herein contained. All such costs and reasonable attorney's fees if paid by Landlord, and the payment of all monies provided in this Lease to be made by Tenant shall, if paid by Landlord, be, and they are hereby declared to be, a Landlord's lien upon Tenant's interest in any personal property placed upon the Premises at any time during the term of this Lease.

14. **MECHANIC'S LIENS.** Tenant shall not permit any mechanic's liens or materialman's liens to be filed against the real property of which the Premises form a part nor against Tenant's leasehold interest in the Premises.

Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If such liens are so filed, Landlord, at its election, may pay and satisfy same and, in such event the sums so paid by Landlord, and all actual and other expenses, including attorney's fees, so paid by Landlord, with interest thereon at the rate of ten percent (10 %) per annum

from the date of payment, shall be deemed to be additional rent due and payable by Tenant at once without notice or demand.

15. **LANDLORD'S RIGHT OF ENTRY.** Landlord or its agents shall have the right to enter the Premises at reasonable times in order to examine it, or to make such decorations, repairs, alterations, improvements or additions as Landlord and Tenant shall deem necessary or desirable. Landlord will give Tenant reasonable notice of its requirements, and will be responsible for conducting such work so as not to materially impair Tenant's use and enjoyment of the Premises. Landlord shall be allowed to take all material and equipment into and upon the Premises that may be required therefor without the same constituting an eviction of the Tenant in whole or in part. Tenant's rent shall be abated while decorations, repairs, alterations, improvements or additions are being made by Landlord only when there is a material loss or interruption of the business of Tenant and only when such an abatement is warranted by the circumstances. The granting of such an abatement must be approved in writing by Landlord prior to the start of any improvements. If during the last month of the term Tenant has removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter and alter, renovate, and redecorate the Premises without elimination or abatement of rent and without liability to Tenant for any compensation, and such acts shall have no effect upon this Lease. If Tenant is not personally present to open and permit any entry into the Premises at any time when for any reason an entry therein shall be necessary or permissible, Landlord or its agents may enter the Premises without rendering the Landlord or such agents liable therefor (if during such entry the Landlord or its agents accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Landlord's right to re-entry shall not be deemed to impose upon Landlord any obligation, responsibility or liability for the care, supervision or repair of the Premises other than herein provided; except that Landlord shall use reasonable care to prevent loss or damage to Tenant's property resulting from Landlord's entry.

16. **DESTRUCTION OF PREMISES: EMINENT DOMAIN.**

16.1 In the event of a partial destruction of the Premises during the term of this Lease from any natural cause or cause not related to Tenants use of the Premesis, Landlord shall forthwith repair the same, provided such repair can be made within sixty (60) days under laws and regulations, and in such event rent will be abated until the damage is repaired, in proportion to the part of the Premises which is so rendered untenable, unless such damage was a result, in whole or in part, of the negligence or willful misconduct of Tenant.

16.2 For the purposes of this Lease, the word "condemned" is coextensive with the phrase "right to eminent domain", that is, the right of the people or government to take property for a public or quasi-public use or purpose, and shall include the intention to condemn expressed in writing as well as the filing of any action or proceeding for condemnation.

If any action or proceeding is commenced for the condemnation of the Premises or any portion thereof, or if Landlord is advised in writing by any government

(federal, state or local) agency or department or bureau thereof, or any entity or body having the right or power of condemnation, of its intention to condemn all or any portion of the Premises at the time thereof, or if the Premises or any part or portion thereof be condemned through such action, then and in any of said events: (a) Landlord may, without any obligation or liability to Tenant and without affecting the validity and existence of this Lease other than as hereafter expressly provided, agree to sell or convey to the condemnor without first requiring that any action or proceeding be instituted, or if such action or proceeding shall have been instituted, without requiring any trial or hearing thereof, and Landlord is expressly empowered to stipulate to judgment therein, the part and portion of the Premises sought by the condemnor, free from this Lease and the rights of Tenant hereunder; (b) Tenant shall have no claim against Landlord nor be entitled to any part or portion of the amount that may be paid or awarded as a result of the sale, for the reasons as aforesaid, or condemnation of the Premises or any part or portion thereof. Tenant is hereby assigning, transferring and setting over unto Landlord any interest, if any, which Tenant would, but for this provision, have in, to, upon or against the Premises or any part or portion thereof, or the amount agreed to be paid and/or awarded and paid to Landlord, excepting only Tenant shall be entitled to seek to recover as against the condemnor, and Landlord shall have no claim for or thereto, for Tenant's trade fixtures and any removable structures and improvements erected and made by Tenant to or upon the Premises which Tenant is entitled to remove at the expiration of this Lease.

If only a part of the Premises is condemned and taken and the remaining portion thereof is not suitable for purposes for which Tenant has leased said Premises, either Landlord or Tenant shall have the option to terminate this Lease at the time of such taking. If neither party so elects to terminate within thirty (30) days of such taking, then this Lease shall continue in full force and effect.

If only a part of the Premises is taken, and the remaining part thereof is suitable for the purposes for which Tenant has leased said Premises, this Lease shall continue, but the rental shall be reduced in an amount proportionate to the percentage that the floor area of that portion of the Premises taken by eminent domain bears to the floor area of the entire Premises.

17. **BANKRUPTCY.** If a general assignment is made by Tenant for the benefit of creditors, or any action is taken by Tenant under any insolvency or bankruptcy act, or if a receiver is appointed to take possession of all or substantially all of the assets of Tenant (and Tenant fails to terminate such receivership within sixty (60) days after such appointment), or if Tenant is adjudicated a bankrupt, then this Lease shall terminate upon the occurrence of any such contingency and shall expire as fully and completely as if the day of the occurrence of such contingency were the date specified in this Lease for the expiration thereof. Tenant will then immediately quit and surrender the Premises to Landlord.
18. **DEFAULT.** If Tenant fails to pay any rent or other sum due hereunder at the time set forth in this Lease, and if Tenant continues to fail to pay same within five (5) days after written notice from Landlord, or in the event Tenant fails to perform or observe any other

covenant to be performed by Tenant under this Lease and continues to fail to perform or observe same for a period of thirty (30) days after receipt of written notice from Landlord pertaining thereto (or a reasonable period of time, using due diligence, if such default cannot be cured within said thirty (30) day period), then Tenant shall be deemed to have breached this Lease and Landlord, at its option, may have any one or more of the following remedies, in addition to other rights or remedies it may have at law or in equity:

- 18.1 Continue this Lease in effect by not terminating Tenant's right of possession of the Premises, and thereby be entitled to enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- 18.2 In lieu of, or in addition to, bringing an action for any or all of the recoveries described in Section 23.2 above, bring an action to recover and regain possession of the Premises in the manner provided by the laws of unlawful detainer then in effect in the state in which the Premises are located.
19. **SURRENDER OF LEASE.** The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof, shall not cause a merger at law and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment of any or all such subleases or subtenancies to Landlord.
20. **RULES AND REGULATIONS.** Tenant shall comply with all reasonable rules and regulations now or hereinafter adopted by Landlord during the existence of this Lease posted in or about the said Building, or otherwise brought to the notice of Tenant, both in regard to the Building as a whole and to the Premises herein leased
21. **NOTICE.** All notices or consents required or permitted under this Lease shall be given in writing and delivered in person or by United States mail, by certified or registered mail, return receipt requested, in which case it shall be deemed delivered two (2) days after deposit in the U.S. mail. Notice to the Landlord, if mailed, shall be addressed as follows:

If to Landlord:

Town of Thompson's Station
P. O. Box 100
Thompson's Station, TN 37179
Attention: Greg Langeliers, Town Administrator

All notices to be given to Tenant shall be addressed to the Premises. Any change of address for Tenant or Landlord shall be effective when given in accordance with this Article. Notice need be sent to only one person where the Tenant consists of multiple persons.

22. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign or sublease all or any part of the Premises under this Lease, except with the prior written consent of Landlord.

23. **ATTORNEY'S FEES.** In the event of any legal or equitable action arising out of this Lease, the prevailing party shall be entitled to recover all fees, costs and expenses, together with reasonable attorney's fees incurred in connection with such action. The fees, costs and expenses so recovered shall include those incurred in prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until final judgment is satisfied in full. The prevailing party shall also be entitled to reasonable attorney's fees incurred to collect or enforce the judgment. The provisions of this Article 23 shall survive the expiration or earlier termination of this Lease.
24. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Tennessee.
25. **JUDGMENT COSTS.** Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by or against Tenant, or by or against any person holding the Premises by license of Tenant, or for foreclosure of any lien for labor or material furnished to or for Tenant, or any such person, or otherwise arising out of or resulting from any act or transaction of Tenant, or of any such person, Tenant covenants to pay to Landlord the amount of any judgment rendered against Landlord or the Premises or any part thereof, and all costs and expenses, including actual attorney's fees and costs incurred by Landlord or in connection with such litigation.
26. **QUIET ENJOYMENT.** Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.
27. **GENERAL PROVISIONS.**
- 27.1 The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The acceptance of rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, condition or covenant of this Lease.
- 27.2 It is understood and agreed that the remedies herein given to Landlord shall be cumulative, and the exercise of any one remedy of Landlord shall not be to the exclusion of any other remedy.
- 27.3 The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and each of the parties hereto shall be jointly and severally liable hereunder with that party's heirs, successors, executors, administrators and assigns.
- 27.4 Time is of the essence with regard to this Lease.
- 27.5 This Lease, and any Addendum executed concurrently herewith, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all communications between

the parties relating to such subject matter. Landlord has made no representations or promises whatsoever with respect to the Premises, except those contained herein, and no other person, firm or corporation has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by others, Tenant hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding.

- 27.6 The captions of the articles of this Lease are for convenience only, and do not in any way limit or amplify the terms and provisions of this Lease.
- 27.7 If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 27.8 Landlord shall be responsible to take those actions which are readily achievable to provide public access to the Building and to the common areas as required under the provisions of the Americans with Disabilities Act of 1990 ("ADA"). Tenant agrees to comply with all provisions of the ADA in its use and occupancy of the Premises. Specifically, Tenant assumes the sole responsibility and cost to provide "reasonable accommodations" as defined under the ADA within the Premises to its employees who are disabled as defined under the ADA. The failure of the Tenant to comply with the provisions of this Section shall constitute a material breach under this Lease.
28. **CORPORATE AUTHORITY.** If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant was and is qualified to do business in the state in which the Premises are located, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation was authorized to do so.

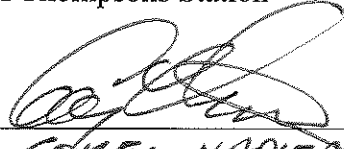
THE PARTIES HERETO have executed this Lease on the dates set forth below.

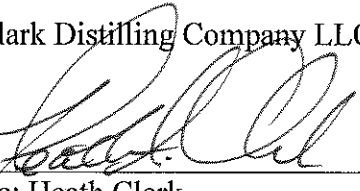
LANDLORD:

TENANT:

Town of Thompsons Station

H. Clark Distilling Company LLC

By: 
Name: COREY NAPIER
Title: MAYOR
Date: 2-14-12

By: 
Name: Heath Clark
Title: CEO and Member
Date: Jan 17, 2012

SCHEDULE 1

DESCRIPTION OF PREMISES

The Granary is a former grain storehouse located at 1557 Thompson's Station Road West, Thompsons Station, TN 37179. The structure is a wooden frame structure on approximately 1440 ft², with wooden siding and a red metal roof.

**FIRST AMENDMENT TO
LEASE AGREEMENT**

THIS AMENDMENT (“Amendment”) is made as of _____, 2016 (the “Amendment Effective Date”) by and between Town of Thompson’s Station (“Landlord”) and H. Clark Distilling Company, LLC (“Tenant”).

WHEREAS, the parties have executed the Lease Agreement in 2012.

WHEREAS, the Lease became effective January 1, 2014 upon receipt of a certificate of occupancy.

WHEREAS, the parties wish to amend the terms of the lease as follows.

NOW, THEREFORE, In consideration of the mutual agreements set forth herein, the parties agree to amend the Lease Agreement as follows:

1. Section 3.2 of the Lease is hereby deleted and the new Section 3.2 is inserted in lieu thereof:

3.2 Tenant shall have the option to renew the lease for three (3) additional terms of three (3) years upon written notice to Landlord prior to the end of the Term of the lease. Tenant shall inform Landlord of intent to renew or terminate lease 90 days prior to the term’s expiration.

2. Section 4.1 of the Lease is hereby deleted and the new Section 4.1 inserted in lieu thereof.

- 4.1 4.1 The rent schedule during in the initial Term of the lease shall be as follows:

During the first year of the Term, Rent shall be the \$100 per month. Tenant, however, is required to make necessary improvements needed for the Building to be used as a commercial premises including repairs to the floor and installing a compliant restroom. During the 2nd year, Rent shall be \$300 per month. During the 3rd year, Rent shall be \$500 per month. In each subsequent year, rent shall increase by \$25.00 beginning on the anniversary of the Commencement Date of the Lease.

3. Section 29. The following new Section 29 is hereby added to the Lease:

29. RIGHT OF FIRST REFUSAL. During the term of the Lease, including any renewals, before Landlord may sell the Premises to a third party, Landlord shall first offer the Premises to Tenant on the same terms and conditions as are offered by the third party. Tenant shall have 30 days during which to accept said offer. If

Tenant does not accept said offer within said period, Landlord shall be free to accept the third-party offer.

- 4. All other provisions of the Lease Agreement not amended hereby shall remain in full force and effect. In the event of any inconsistency between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern and control.

THE PARTIES HERETO have executed this Amendment on the dates set forth below.

LANDLORD:

TENANT:

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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



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

MEMO

DATE: November 2, 2016
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Granary Lease Amendment

The Tenant at the Granary Building, H. Clark Distilling Company, has requested an amendment to the terms of the existing lease. Three sections are being presented for your consideration.

1. The term of the lease is being proposed to be extended from a five-year initial term with one three-year renewal to a five-year initial term with three three-year renewals. Basically, this change would extend the lease from an 8-year period to a 14-year period.
2. The rent for the building would be changed to \$500 a month with a \$25.00 escalation each year the lease is kept.
3. This addition would give the Tenant the right of first refusal on any potential future sale of the property.

These changes have been evaluated by Staff and reviewed by the Town Attorney.

BOMA Action:

Approve Resolution 2016-025 amending the lease for the Granary Building as presented.

RESOLUTION NO. 2016-026

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE THE PURCHASE OF FIRE ENGINE.**

WHEREAS, the Board of Mayor and Aldermen would like to purchase a vintage fire engine for promotional, ceremonial and other public uses and has located a 1942 Chevrolet Fire Engine for sale; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to purchase the fire engine for the amount of \$16,000; and

WHEREAS, Tenn. Code Ann. § 12-3-1202 authorizes the Town to purchase secondhand equipment without public advertisement and/or competitive bidding.

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

That the purchase of a 1942 Chevrolet Fire Engine in the amount of \$16,000 is approved and that the Mayor is hereby authorized to execute all documents necessary on behalf of the Town to complete said purchase.

RESOLVED AND ADOPTED this _____ day of November 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

SUBDIVISION DEVELOPMENT AGREEMENT

This Agreement is entered into on this 19th day of October 2016, between the Town of Thompson's Station, Tennessee (the "Town"), and MBSC (the "Developer").

WITNESSETH:

WHEREAS, the Developer intends to develop a subdivision to be known as Bridgemore Village, Phase 8; and

WHEREAS, Phase 8 of the Bridgemore Village subdivision received approval from the Thompson's Station Municipal Planning Commission (the "Planning Commission") pursuant to the laws of the State of Tennessee and the Subdivision Regulations of the Town:

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

SECTION 1. Construction of Subdivisions

The Developer shall construct all required improvements and complete its subdivision in accordance with the Town's Subdivision Regulations, the approved construction plans, and the final subdivision plat. Required improvements include all streets, storm drainage systems, storm water detention and retention structures, water systems, fire hydrants, sanitary sewer, street lights, all other utilities, curb and gutter, sidewalks, lot and subdivision corner monuments, street name signs, traffic control signs and devices, fences, and any required off-site improvements.

SECTION 2. Bonding

Prior to the recording of the final subdivision plat, the Developer shall post a cash bond or letter of credit ("Bond") in the amount recommended by the Town Engineer and approved by the Planning Commission, this amount being 10% greater than the estimated amount necessary to complete required improvements, including roads, sidewalks, drainage, and other improvements specified by the plans and plats of the development approved by the Town and the Planning Commission. The Bond may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the Bond. The Bond will not be released until there has been full compliance with this Agreement and certification by a licensed engineer that the development has been completed in full compliance with the approved plat and construction plans.

SECTION 3. Interpretation, venue, attorney's fees

This agreement shall bind the Developer upon execution and may not be revoked without permission of the Town. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Circuit Court for Williamson County, Tennessee, and Tennessee appellate courts. In the event this Agreement is breached by the Developer and litigation is commenced, the Developer shall be responsible for the reasonable attorney's fees and expenses incurred by the Town as a result of the Developer's breach.

SECTION 4. Transferability

Except for the sale of individual lots after recording the final plat, the Developer shall not transfer the subdivision property without first giving notice to the Town as to the name, address, and

telephone number of the transferee. If it is the transferee's intention to develop this subdivision in accordance with the Agreement, the Developer agrees to provide the Town an Assumption Agreement in which the transferee agrees to perform the improvements required under this Agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the Town Attorney. The Developer shall remain liable under the terms of this Agreement unless an Assumption Agreement is entered into between the new owners and the Town.

SECTION 5. Acceptance of Improvements

Formal acceptance of improvements shall follow the procedure established in the Subdivision Regulations. Subsequent to acceptance by the Town, the Developer shall have no claim, direct or implied, in the title or ownership of the improvements. The Town, upon final approval and acceptance, will take full title to the improvements and will provide maintenance thereafter, except that the Developer is responsible for construction failures and defects in the subdivision improvements for a period of one (1) year after the date of final acceptance of the subdivision improvements. During this period, it shall remain the responsibility of the Developer to correct and cure these defects and failures.

SECTION 6. Warranty

The Developer warrants that all improvements to be accepted by the Town will be free from defects in design, materials, or workmanship for a period of one (1) year from the date of acceptance by the Town. The Developer shall immediately repair, at its own costs, all defects of any type whatsoever which occur within said one (1) year period. If repairs required herein are not timely completed, the Town shall have the right, at its option, to make said repairs at the expense of the Developer. In such event, the Town may call the Developer's bond to pay for said repairs. Additionally, the Developer shall execute a maintenance bond as required by the Subdivision Regulations.

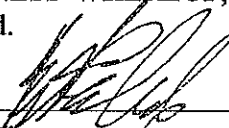
SECTION 7. Special Provisions

The Developer and the Town further agree to the following:

1. A drainage study evaluating the entire 545 acres of the development has been submitted to verify that drainage is managed adequately on site.
2. All applicable codes and regulations have been addressed to the satisfaction of the Town Engineer.
3. A geotechnical report has been submitted identifying the location of any sinkholes.
4. The Developer shall execute this development agreement for Bridgemore Village Phase 8 prior to the approval submittal of the final plat.
5. Prior to submittal of the final plat, all side yard setbacks shall be in compliance with Zoning Ordinance requirements.
6. Sewer tap connections have been approved for Bridgemore Village Phase 8.
7. Developer shall comply with the tree replacement plan approved by the Planning Commission.
8. Developer shall not permit any private technology easement on any lot at any time, now or in the future.

Development Agreement
Bridgemore Village Phase 8

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes herein expressed.



Developer *Date* 10/21/16
MANAGER, MBIC BRIDGEMORE, LLC

TOWN OF THOMPSON'S STATION, TENNESSEE

BY:

Mayor *Date*

APPROVED AS TO FORM AND LEGALITY:

Town Attorney *Date*

RESOLUTION NO. 2016-027

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A SUBDIVISION DEVELOPMENT AGREEMENT WITH MBSC BRIDGEMORE VILLAGE, LLC FOR PHASE 8 OF BRIDGEMORE VILLAGE AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, MBSC Bridgemore Village, LLC ("Developer") is developing Phase 8 of Bridgemore Village and has received preliminary plat approval for such phase;

WHEREAS, the Town's Land Development Ordinance requires the Developer to enter into a Subdivision Development Agreement with the Town prior to the commencement of construction of infrastructure; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to approve the attached Subdivision Development Agreement with Developer to allow for the continued development of Phase 8 of Bridgemore Village.

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

That the Subdivision Development Agreement attached hereto as Exhibit A and incorporated herein by reference, is approved and the Mayor is hereby authorized to execute said agreement on behalf of the Town.

RESOLVED AND ADOPTED this _____ day of November, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney



HUNTLY GORDON

A PROFESSIONAL LIMITED LIABILITY CORPORATION
ATTORNEY AT LAW

November 1, 2016

Board of Mayor and Aldermen
Town of Thompson's Station
Post Office Box 100
Thompson's Station, TN 37179

Dear Mayor and Aldermen:

Please accept this as a letter of interest to serve on the Design Review Commission (DRC) for the Town of Thompson's Station. It is my belief that my development background will lend a unique perspective to the application of the design guidelines for the new developments and redevelopments as they come before the DRC for consideration. The DRC should serve as a positive influence and input on the projects before the Town as it molds its future curb appeal and deals with the infrastructure challenges ahead. As a community we know what we have is worth preserving. To do so in a sustainable manner while allowing smart growth is what I offer.

Cordially yours,

HUNTLY GORDON

ELECTRONIC /s/