

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
February 13, 2018**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

**Consideration Of The January 09, 2018 Regular Meeting Minutes And The
January 22, 2018 Special Session Meeting Minutes**

Documents:

[01092018 MINUTES.PDF](#)

[01222018MINUTES.PDF](#)

Public Comments-

Unfinished Business:

**1. Public Hearing And Second Reading Ordinance 2018-001: AN ORDINANCE
OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S
STATION, TENNESSEE TO AMEND TABLES 4.15 AND 4.16 IL AND IM LOT
STANDARDS WITHIN THE LAND DEVELOPMENT ORDINANCE**

Documents:

[ORDINANCE 2018-001 MEMO 2ND READING.PDF](#)

[ORDINANCE 2018-001 IL AND IM DRIVEWAY WIDTH.PDF](#)

**2. Public Hearing And Second Reading Ordinance 2018-002: AN ORDINANCE
OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S
STATION, TENNESSEE TO APPROVE A REVISED PLAN FOR THE EVENT
VENUE AT 4520 GRAYSTONE QUARRY LANE (OFF OF HARPETH SCHOOL
ROAD) INCLUDING THE ADDITION OF AN ADJACENT 75.8 ACRES ALONG LES
WATKINS ROAD (FILE: CP 2017-007)**

Documents:

[ORDINANCE 2018-002 MEMO 2ND READING.PDF](#)

[ORDINANCE 2018-002 GRAYSTONE QUARRY.PDF](#)

[GRAYSTONEQUARRY_SITEPLAN.PDF](#)

**3. Public Hearing And Second Reading Ordinance 2018-003: AN ORDINANCE
OF THE TOWN OF THOMPSON'S STATION, TENNESSEE WHICH AMENDS THE
ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND
ENDING JUNE 30, 2018**

Documents:

[2018-003 FY18 BUDGET ORD REVISION - SECOND READING.PDF](#)

New Business:

4. Resolution 2018-004: A Resolution Of The Town Of Thompson's Station, Tennessee Repealing The Initial Resolution Adopted By The Board Of Mayor And Aldermen On November 27, 2017

Documents:

[CAPITAL OUTLAY NOTE MEMO.PDF](#)
[RESOLUTION 2018-004 RESOLUTION REPEALING 2017 INITIAL RESOLUTION.PDF](#)

5. Resolution 2018-005: A Resolution Of The Town Of Thompson's Station, Tennessee Adopting Policies And Procedures For The Administration Of Federally Tax-Exempt Debt Obligations And Obligations Subject To The Requirements Of Rule 15c2-12 Of The Securities And Exchange Commission

Documents:

[RESOLUTION 2018-005 TAX POLICIES AND PROCEDURES APPROVING RESOLUTION.PDF](#)

6. Resolution 2018-006: A Resolution Of The Town Of Thompson's Station, Tennessee Authorizing The Issuance, Sale And Payment Of Not To Exceed \$1,550,000 Of Capital Outlay Notes Of The Town Of Thompson's Station, Tennessee And Levying Ad Valorem Taxes For The Payment Of The Notes And Approving A Supplement To The Municipal Advisory Agreement With Raymond James & Associates, Inc.

Documents:

[RESOLUTION 2018-006 CAPITAL OUTLAY NOTES.PDF](#)

7. First Reading Of Ordinance 2018-006 - AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO ZONE 686.92 ACRES TO THE TC (TRANSECT COMMUNITY) ZONE LOCATED AT 1350 King Lane (TAX MAP 104 PARCEL 040.07; TAX MAP 104 PARCEL 039.04; And TAX MAP 119 PARCEL 002.00) AND 1770 WEST HARPETH ROAD (A PORTION OF TAX MAP 119 PARCEL 001.00)

Documents:

[ORDINANCE 2018-006 BAKER TC STAFF REPORT.PDF](#)
[ORDINANCE 2018-006 TC ZONING FOR BAKER.PDF](#)
[ORDINANCE 2018-006 BAKER ZONING EXHIBIT.PDF](#)
[ORDINANCE 2018-006 BAKER CONCEPTUAL MASTER PLAN.PDF](#)
[ORDINANCE 2018-006 BAKER HAMLET PLAN.PDF](#)

8. Wastewater Request – Littleberry

Documents:

[LITTLEBERRY DEVELOPMENT WASTEWATER REQUEST MEMO.PDF](#)
[LITTLEBERRY WASTEWATER REQUEST REPORT.PDF](#)

9. First Reading Of Ordinance 2018-004 – AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 4.17 (SIGN STANDARDS) WITHIN THE LAND DEVELOPMENT ORDINANCE

Documents:

[ORDINANCE 2018-004 MEMO 1ST READING.PDF](#)
[ORDINANCE 2018-004 EXHIBIT A SIGNS \(FROM OCT 2017\).PDF](#)
[ORDINANCE 2018-004 SIGN STANDARDS.PDF](#)

10. First Reading Of Ordinance 2018-005 – AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 4.1.1 SECTION 4.1.1 (INTENT) AND INCORPORATE AN ADDITIONAL SECTION 4.1.2 (MINIMUM NUMBER OF SINGLE-FAMILY DETACHED DWELLING UNITS) WITHIN THE LAND DEVELOPMENT ORDINANCE

Documents:

[ORDINANCE 2018-005 1ST READING MEMO LDO \(G.S.\).PDF](#)
[ORDINANCE 2018-005 LDO AMENDMENT \(G.S.\).PDF](#)

11. Resolution 2018-007: A Resolution Of The Town Of Thompson's Station, Tennessee To Approve A Contract With Jarvis Award, Sign & Flag Company For The Design And Construction Of An Entrance Sign For Preservation Park

Documents:

[JARVIS CONTRACT MEMO.PDF](#)
[JARVIS SIGN CONTRACT.PDF](#)
[JARVIS RESOLUTION 2018-007.PDF](#)

Announcements/Agenda Requests

Adjourn

Information Only:

Town Administrator Report

Documents:

[TA REPORT 02132018.PDF](#)

Finance Report

Documents:

[2018 02 BOMA FINANCE REPORT.PDF](#)

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

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
January 9, 2018

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 January 9, 2018 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Administrator Joe Cosentini; Town Planner Wendy Deats; Finance Director Tammy Womack; Town Clerk Jennifer Jones and Town Attorney Todd Moore.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the November 14, 2017 regular meeting and November 27th Special Session were presented.

After discussion, Alderman Bell made a motion to approve the minutes of the November 14, 2017 regular meeting and the November 27th, 2017 special session as presented. The motion was seconded and approved by all.

Public Comments:

Mike Kowalski – 1775 Pioneer Lane – Has Bond concerns and referendum questions.

Mike Roberts – 1810 Thompson's Station Rd. W – Wastewater presentation and concerns with land purchase financing options.

Steven Lugg – 2144 English Garden Way – Wastewater land purchase concerns.

Patti Twaddle – 1780 Pioneer Lane – Land preservation concerns. Wants smart growth.

Steven Hockett – 1795 Thompson's Station Rd. W. – Concerns over the Schaffer Waste Water system.

Tim Hill – 1824 Sedberry Rd. – Gave insight on land purchase from Seller's perspective.

Bob Brentson – 2816 Chatham Place Ct. -Has concerns with drip fields and land purchase concerns.

Chris Lehman – 1893 Sedberry Rd. – Has Sedberry density concerns. Wants more public input.

Unfinished Business:

1. Discussion – 2018 Bond Issuance Referendum Petition –

After discussion, Alderman Bell made a motion to set a Special Session of BOMA on January 22, 2018 to make a decision on the Bond Issuance referendum, and in the interim, Staff will organize at least two (2) public work sessions. The motion was

seconded and carried by a vote of 4 to 1 with Alderman Shepard casting the dissenting vote.

2. Public Hearing and Second Reading Ordinance 2017-015: An Ordinance of The Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend Section 1.2.2 (The Town), Section 1.2.3 (The Community), Section 1.2.8 (Subdivision Regulations), and Incorporate a New Section 4.1.1 (The Intent).

Mrs. Deats reviewed her report and the Planning Commission recommends that the Board of Mayor and Aldermen adopt Ordinance 2017-015 amending the Land Development Ordinance.

Mayor Napier opened the floor for public comment.

Beth Lehman – 1893 Sedberry Rd. – Wanted to know what the origin of the Ordinance was.

Public comment was then closed

Alderman Shepard had additional information to present during this agenda item, but after discussion, it was decided to have it presented at the February Board of Mayor and Aldermen meeting.

After discussion, Alderman Shepard made a motion to approve Second Reading of Ordinance 2017-015 as presented. The motion was seconded and carried unanimously.

3. Public Hearing and Second Reading Ordinance 2017-016: An Ordinance of The Town of Thompson's Station repealing Ordinance 14-008 and adopting the 2015 International Building Code, 2015 International Residential Code, 2015 International Plumbing Code, 2015 International Mechanical Code, 2015 International Fuel Gas Code, 2015 National Fire Protection Code, 2015 Life Safety Code, 2015 International Energy Conservation Code, The 2015 International Existing Building Code and the 2015 International Swimming Pool and Spa Code.

Mayor Napier opened the floor for public comment. Being none, public comment was then closed.

After discussion, Alderman Bell made a motion to approve Second Reading of Ordinance 2017-016. The motion was seconded and carried unanimously.

4. Tollgate Phase 1-13 Dedication Request

Mr. Cosentini reviewed his report, and assuming repair work is completed, recommended approval of the request for acceptance of infrastructure in Phases 1-11 (as there was a typo of 1-13 on the agenda) of the Tollgate Village subdivision, set maintenance surety amounts as recommended, object to the Road Easement, and require the applicant to file a quit-claim deed regarding the private technology easements.

After discussion, Alderman Bell made a motion to deny the dedication of Tollgate Village due to the work not being verified. The motion was seconded and carried by all.

New Business:

5. Blackberry Estates Dedication Request

Mr. Cosentini reviewed his report and recommended approval of the request for acceptance of infrastructure in Blackberry Estates and set maintenance surety amount for Roads, Drainage and Erosion Control at \$120,000.

After discussion, Alderman Stover made a motion to accept the dedication of Blackberry Estates and set the maintenance surety amount for Roads, Drainage and Erosion Control at \$120,000. The motion was seconded and carried by all.

6. First Reading of Ordinance 2018-001: An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend Section 4.17 Sign Standards and amend Tables 4.15 and 4.16 IL and IM Lot Standards.

Mrs. Deats reviewed her Staff report and the Planning Commission recommends that the Board of Mayor and Aldermen pass on first reading Ordinance 2018-001 to amend the Land Development Ordinance to replace the sign standards and modify the driveway widths for industrial zones and set a public hearing for February 13, 2018.

After discussion, Alderman Dilks made a motion to accept first reading of Ordinance 2018-001 with the exception of the 60-day time limitation and real estate signs and accept the driveway width verification of 50 ft. The motion was not seconded, and therefore, failed.

After further discussion, Alderman Bell made a motion to approve the driveway width to go from 40 to 50 ft. The motion was seconded and carried by all.

7. First Reading of Ordinance 2018-002: An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to approve a revised plan for the event venue at 4520 Graystone Quarry Lane (Off of Harpeth School Road) including the adjacent 75.8 acres along Les Watkins Road (File: CP 2017-007).

Mrs. Deats reviewed her Staff report and with the incorporation of the traffic and noise mitigation, the Planning Commission recommends that the Board of Mayor and Aldermen adopt an ordinance approving a revised plan for Graystone Quarry with the following contingencies:

1. Prior to issuance of a building permit, the applicant shall obtain all necessary approvals from Williamson County Sewage Disposal.
2. The use of current technology that includes but may not be limited to, steerable sound systems or directional loudspeakers be utilized for the amphitheater.
3. Portable restrooms shall be used temporarily on a case by case basis and shall be removed immediately after the event.

Board of Mayor and Aldermen – Minutes of the Meeting
January 9, 2018

4. Prior to the issuance of a grading or building permit, the all traffic mitigation shall be completed in accordance with the traffic study dated November 2017 which shall be amended to include the event management plan and restriping of Les Watkins.
5. Any change of use or expansion of the project site shall conform to the requirements set forth within the Zoning Ordinance and shall be approved prior to the implementation of any changes to the project.

Rich McEachern, applicant, came forward to speak on behalf of Graystone Quarry.

After discussion, Alderman Stover made a motion to approve first reading of Ordinance 2018-002 with Staff recommended contingencies and the modification to Contingency 4, changing the traffic study date to January 2018. The motion was seconded and carried unanimously.

- 8. Resolution 2018-001: A Resolution of the Town of Thompson's Station, Tennessee to Approve the Exchange of Real Property with the Gary Family Trust for the Realignment and other Improvements to Critz Lane.**

Mr. Cosentini reviewed his report and recommended that the Board approve Resolution 2018-001 as presented.

After discussion, Alderman Bell made a motion to approve Resolution 2018-001 with the contingency that said real estate to be the same zoning as the property. The motion was seconded and approved by all.

- 9. Resolution 2018-002: A Resolution of the Town of Thompson's Station, Tennessee to Approve a Contract with R&D Enterprises, Inc. for Right-of-Way acquisition and negotiation services and to authorize the Mayor to sign the contract.**

Mr. Cosentini reviewed his report and recommended that the Board approve Resolution 2018-002 as presented.

After discussion, Alderman Stover made a motion to approve Resolution 2018-002. The motion was seconded and approved by all.

- 10. First Reading of Ordinance 2018-003: An Ordinance of the Town of Thompson's Station, Tennessee which amends the annual Budget for the Fiscal Year beginning July 1, 2017 and ending June 30, 2018.**

Mrs. Womack reviewed her report and the amended changes.

After discussion, Alderman Bell made a motion to approve the First Reading of Ordinance 2018-003. The motion was seconded and carried by all.

Adjourn

There being no further business, the meeting was adjourned at 9:50 p.m.

Board of Mayor and Aldermen – Minutes of the Meeting
January 9, 2018

Corey Napier, Mayor

Jennifer Jones, Town Recorder

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
January 22, 2018

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 Monday November 27th, 2017 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brandon Bell, Alderman Ben Dilks; Alderman Graham Shepard; Alderman Brian Stover; Town Administrator Joe Cosentini and Town Attorney Todd Moore.

Public Comment:

Dianne Roberts – 1860 Thompson's Station Rd. West - Thanked Town Staff for work sessions. Voiced concern with current and future wastewater systems.

Kathy Hassee – 3035 Callaway Park Place – Voiced opposition against financing.

Mike Roberts – 1860 Thompson's Station Rd. West – Voiced concerns over financing and is a backup plan available. Opposed to runaway growth.

Larry Simmons – 3116 Hazelton Dr. – Concerned about the overpromise of sewer taps.

John Peterson – 3448 Colebrook Dr. – Concerns about the over commitment on taps and infrastructure.

Jim Van Vleet – 2702 Thompsons Station Rd E – Voiced concerns about using park land.

Mike Danilczyk – 2549 Westerham Way – Voiced concerns about the Lagoon design that the Town currently has and coming up with a Plan B.

Unfinished Business:

1. Land Purchase Financing

Mr. Cosentini reviewed his report and if accepted, the financing for the land purchase would be organized as follows:

- Wastewater Fund would pay cash for the Hill Property (65.12 acres) at \$480,000
- Wastewater Fund would accept pre-payment of 310 taps in the amount of \$1,116,000 to be used toward the purchase of the 105 acres on the Alexander Property
- General Fund would finance through general obligation capital outlay notes an amount not less than \$1,509,000 to cover the remaining purchase

(Note: \$480,000 + \$1,116,000 + \$1,509,000 = \$3,105,000 Purchase Cost)

After discussion, Alderman Bell made a motion to authorize the preparation of a rescinding resolution for the bon issuance and an authorizing resolution for the issuance of general obligation capital outlay notes in an amount not less than \$1,509,000 contingent on no taps being issued other than the 310 taps as part of this agreement until repairs in Cell 1 are completed, and contingent upon a professional

engineering study for our existing (wastewater) system and any future (wastewater) systems for the next 25 years be completed by the end of the calendar year 2018. The motion was seconded and carried by a vote of 3 to 2 with Aldermen Dilks and Shepard casting the dissenting votes.

2. Encompass Land Group Purchase Agreement – Resolution 2018-003

Mr. Cosentini reviewed his report and pointed out that closing date has moved to February 28, 2018, the addition of a requirement that the seller pre-pay the 310 tap fees at \$3,600 per tap, and financing contingency is being deleted.

After discussion, Alderman Stover made a motion to approve the amended purchase contract and closing date of on or before February 28, 2018, deleting the financing contingency and requiring the seller to pre-pay the 310 tap fees at \$3,600 per tap and inserting a deed restriction making the property unavailable for a wastewater treatment facility. The motion was seconded and carried by a vote of 3 to 2 with Aldermen Dilks and Shepard casting the dissenting votes.

Adjourn

There being no further business, the meeting was adjourned at 7:48 p.m.

Corey Napier, Mayor

Recorder

Jennifer Jones, Town

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

MEMO

DATE: January 25, 2018

TO: Board of Mayor and Aldermen

FROM: Wendy Deats, Town Planner

SUBJECT: 2nd reading Ordinance 2018-001 (File: Zone Amend: 2017-008).

On November 28, 2017, the Planning Commission considered a modification to the driveway width for industrial zones and given the need for additional width due to necessary turning movement for truck traffic is recommending an amendment as follows:

Table 4.15 and Table 4.16 IL and IM Lot Standards (page 91-92). Revise the table permitting the access width maximum of 24 feet to 40 feet.

On January 9, 2018, the Board of Mayor and Aldermen heard the request and passed first reading of the amendment with the modification of the driveway width from 40 feet, as recommended, to 50 feet in an effort to establish a maximum driveway width that will not create a hazardous condition for vehicles entering and exiting an industrial site with truck traffic.

RECOMMENDATION

Staff recommends that the Board of Mayor and Aldermen adopt Ordinance 2018-001 amending Tables 4.15 and 4.16 IL and IM Lot Standards within the Land Development Ordinance increasing the driveway width to 50 feet.

ATTACHMENT

Ordinance 2018-004

ORDINANCE NO. 2018-001

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND TABLES 4.15 AND 4.16 (IL AND IM LOT STANDARDS) WITHIN THE LAND DEVELOPMENT ORDINANCE

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

WHEREAS, the Planning Commission has reviewed these proposed changes to amend Tables 4.15 and 4.16 to permit driveway widths up to 50 feet for industrial zones;

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: January 9, 2018

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2018, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2018.

Recommended for approval by the Planning Commission on the 28th day of November 2017.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

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



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

MEMO

DATE: January 25, 2018
TO: Board of Mayor and Aldermen
FROM: Wendy Deats, Town Planner
SUBJECT: Second Reading for Graystone Quarry (File: CP 2017-007).

On November 28, 2018, the Planning Commission reviewed a request submitted by Graystone Quarry to amend the approved plan to increase the capacity of the amphitheater from 5,000 to 7,500 seats, which will include bench seating, increase the artist compound from one accessory building to two accessory buildings and relocated the access for the amphitheater from Harpeth School Road to Les Watkins Road with a new internal circulation throughout the site.

On January 9, 2018, the Board of Mayor and Aldermen reviewed the request and based on the recommendation of the Planning Commission and a review of the project passed on first reading Ordinance 2018-002.

RECOMMENDATION

Open the public hearing and hold a second reading to adopt Ordinance 2018-002 amending the Specific Plan approvals.

ATTACHMENT

Ordinance 2018-002

ORDINANCE NO. 2018-002

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A REVISED PLAN FOR THE EVENT VENUE AT 4520 GRAYSTONE QUARRY LANE (OFF OF HARPETH SCHOOL ROAD) INCLUDING THE ADDITION OF AN ADJACENT 75.8 ACRES ALONG LES WATKINS ROAD

WHEREAS, Graystone Quarry is an approved event venue located on the north side of Harpeth School Road and is zoned Specific Plan in accordance with the zoning ordinance in effect at that time it was rezoned; and

WHEREAS, the adjacent property located on the east side of Les Watkins Road is approved for a distillery and is also zoned Specific Plan; and

WHEREAS, the developer of Graystone Quarry has requested approval of a revised plan expanding the event venue by combining the above parcels; and

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

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

Section 1. That the previously approved plan for Graystone Quarry located on Harpeth School Road (Tax Map 144, Parcel 2.02) and the distillery property located on Les Watkins Road (Tax Map 144, Parcel 1.00) is hereby revised by repealing the previously approved plans for these parcels and replacing them with the plan attached hereto as Exhibit A and incorporated herein by reference. The zoning for this territory shall remain Specific Plan (SP) subject to the following contingencies and conditions:

- (1) Prior to the issuance of building permits, the applicant shall obtain all necessary approvals from the Williamson County Sewage Disposal.
- (2) The applicant shall use steerable sound system or directional loudspeakers for all outside events to minimize noise impact on adjacent properties.
- (3) The applicant shall provide an adequate number of portable restrooms for each event and shall remove such restrooms immediately after each event.
- (4) Prior to the issuance of grading or building permits, all traffic mitigation shall be completed in accordance with the traffic study dated November 2017.
- (5) The applicant shall provide trained personnel to direct traffic before and after each event at the intersections of Lewisburg Pike and Harpeth School Road and Les Watkins Road and the event site.

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: January 9, 2018

Passed Second Reading: _____

Submitted to Public Hearing on the 13th day of February, 2018, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 14th day of January, 2018.

Recommended for approval by the Planning Commission on the 28th day of November 2017.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

Graystone Quarry Amphitheater

Commercial Phase II Site Plan

PROJECT SCOPE

Graystone Quarry is a proposed multi-use event center development on the north side of Harpeth School Road in the southeast quadrant of the intersection of Interstate 65 and 840 in Thompson's Station, TN. The site will be designed using upscale rural architecture, careful landscape features, and will incorporate the unique yet beautiful landscape of the property. The aim is to provide Thompson's Station and the surrounding community with a unique and attractive destination to hold weddings, reunions, concerts, corporate events, or other social gatherings.

The purpose of this plan is to provide an update to the previously approved Graystone Quarry. Graystone Quarry has purchased the adjacent property that was previously approved as Hoodoo. Graystone Quarry will be utilizing this property for general admission parking during amphitheater events. The plans illustrate the updated parking concept. Other updates include expanding the amphitheater seating and stage/buildings, increasing the footprint of the Green Room, and providing ancillary uses. No change of use is being proposed on these plans than what was previously approved.

The development will incorporate three different uses in three separate areas. A summary of each area of the development is as follows:

Residential

- An approximately 5,000 square foot single family residential house will be constructed in an area along the east side of the property. This will be the residence of the owner/operator of the development.

Commercial Phase 1 - Event Center & Wedding Chapel/Pavillion

- The event center building called the 'Barn' will be constructed overlooking the existing quarry lake. Utility Infrastructure for the 'Barn' will be designed to accommodate a building size of up to 12,000 Sq. Ft. High-end rustic architectural features will be implemented to stylistically enhance and blend the beautiful natural surroundings. Using stone, timber and careful landscaping, the event center will be a beautiful venue for weddings, reunions, corporate gatherings, or community events.

- A courtyard will be constructed out front of the building leading down to an existing lake. The lake will be cleaned up and it sits against existing vertical stone walls providing a striking view from the event center.

- A Chapel/Pavillion will also be constructed near the main building. Utility Infrastructure for this building will be designed to accommodate a building size of up to 5,000 Sq. Ft. This structure will be used for the wedding ceremony or other community event. This pavillion will incorporate similar rustic architecture to match the main building and blend into the surrounding landscape.

- A storage & maintenance building will also be constructed on the premises to house equipment and tools required for maintenance of the property. This building will be tucked into a hidden area that is surrounded by the existing quarry walls, and supplemental landscaping will be installed to hide the building from view.

Phase 2 - Amphitheater

- A state-of-the-art outdoor amphitheater will be installed in the existing quarry's main area. Approximately 100-foot vertical stone walls provide a stunning backdrop for potential concert or community gatherings or events.

- An approximately 2,500 square foot permanent stage will be installed at the low narrow end of the natural amphitheater. An approximately 5,400 square foot Green Room will be installed behind the stage for the performers, and will contain permanent restroom facilities with showers.

- Only the minimal amount of disturbance will take place to prepare the amphitheater for events. As much of the natural surroundings will be preserved and it is not anticipated to disturb the quarry walls except for the activity required to ensure stability and safety of the walls.

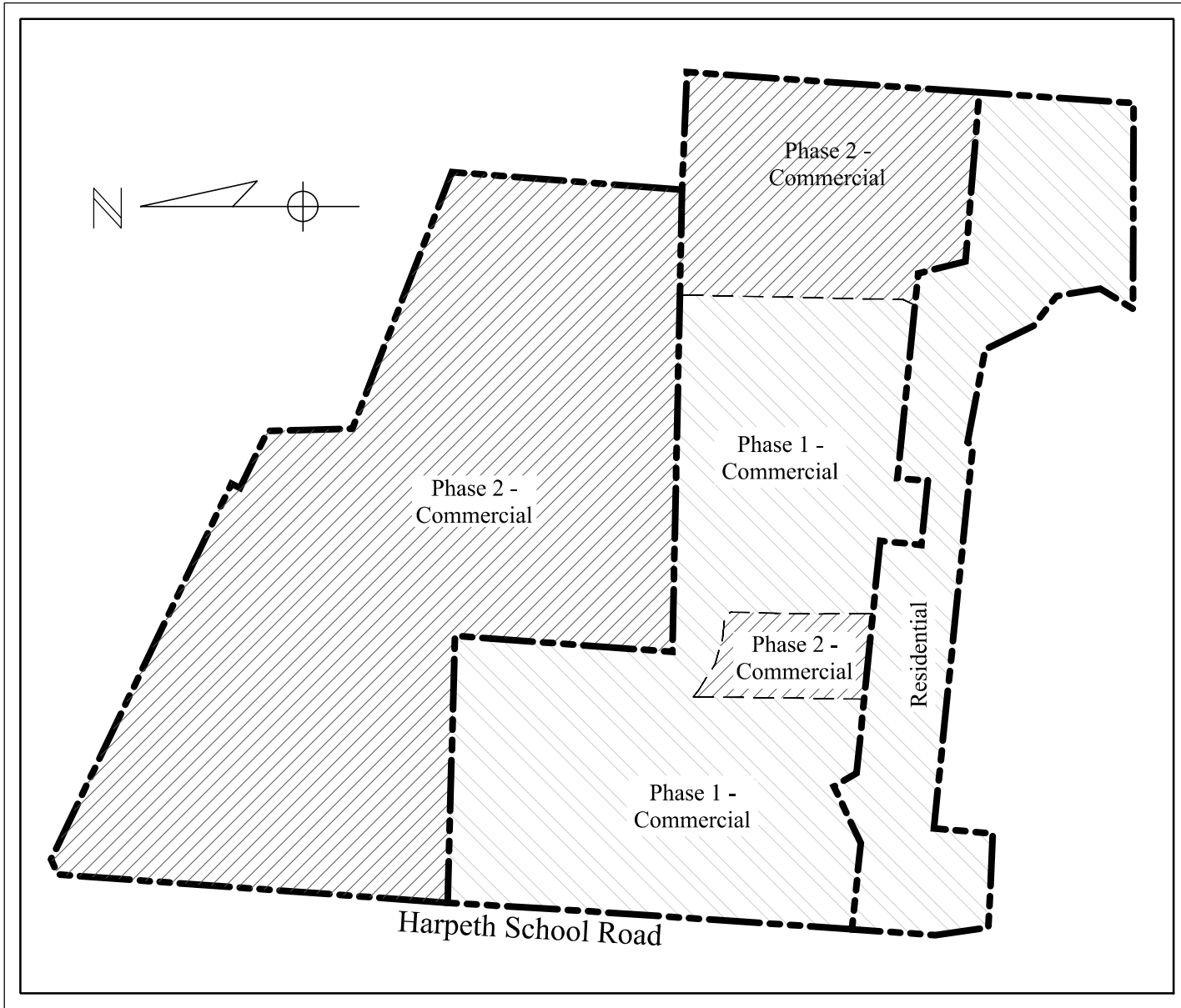
- The lower portion of the quarry will be a gently sloping grass and gravel floor for event seating. There is an approximately 1-acre shelf on the east side of the main seating area that will be an open area for vendors, portable restrooms, picnic tables, and VIP seating on the western edge.

- All food vendors will be required to prep and clean up off site. Portable restroom trailers are anticipated to be parked on site for the event and immediately removed after event is finished.

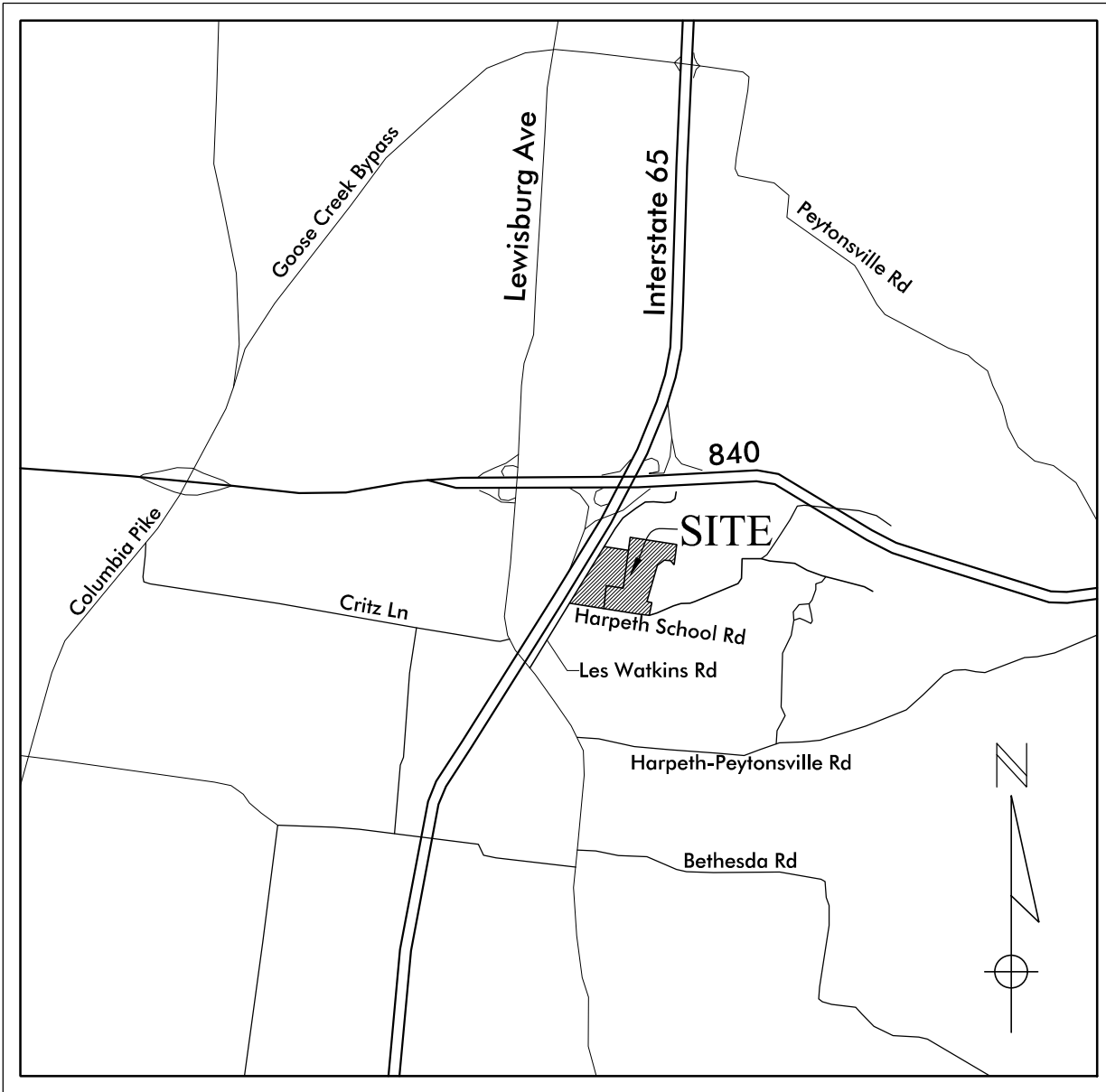
Map 144, Parcels 1.02 & 2.02

4520 Graystone Quarry Lane

Thompson's Station, Williamson County, Tennessee



SITE MAP
N.T.S.



VICINITY MAP
N.T.S.

DEVELOPMENT SUMMARY

Owners / Developer Graystone Quarry Events 4520 Graystone Quarry Lane Franklin TN, 37064 Rick McEachern (408) 621-0746	Property Information Graystone Quarry Events 4520 Graystone Quarry Lane Franklin TN, 37064	Electric Service Middle Tennessee Electric Membership Corporation 2156 Edward Curd Lane Franklin, TN 37067
Civil Engineer and Surveyor Dale & Associates (Adam Seger, PE) 516 Heather Place Nashville, Tennessee 37204 615.297.5166	Floodnote This property does not lie within a Flood Hazard Area as depicted on the current Flood Insurance Rate Map, (FIRM) Numbers 47187C0355F & 47187C0365F, Dated Sept. 29, 2006	Water Service HB & TS 505 Downs Blvd Franklin, Tn 37064 615.794-7796
	Benchmark Chiseled Square on SE Corner of Headwall Located near the SW Corner of the Property on the South Side of Harpeth School Access Rd. NGVD Elevation 768.37.	Sewer Service Septic On Site
		Utility Location Tennessee One-Call 800.351.1111

SITE DATA

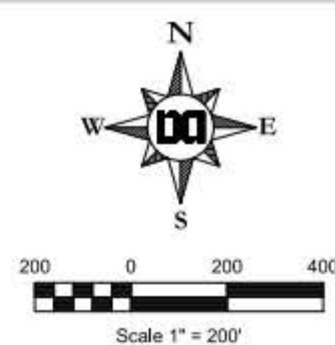
Zoning: SP	
Total Property Area	133.1 Ac.
Residential	872672 sq ft or 20.0 Ac.
Phase I	1302055 sq ft or 20.9 Ac.
Phase II	3788025 sq ft or 87.0 Ac.
Drives/ Sidewalks	9.3 Ac.
Building	0.7 Ac.
Parking (Grass)	21.1 Ac.
Septic	4.0 Ac
Open Space	98.0 Ac.
Impervious Surface Ratio	0.08 Ac.
Floor Area Ratio	0.004 Ac.
Front Setback	20 Ft.
Side Setback	20 Ft.
Rear Setback	20 Ft.
Parking Requirements	
PHASE I	
Pavilion	1 per 6 seats 176 seats = 30 stalls (paved) 1 per 50 sq ft (5,350 sq ft - assembly area) = 107 stalls (paved)
Barn	
PHASE II	
Amphitheater	1 per 6 seats (7,148 permanent seating) = 1191 stalls 1 per 50 sq ft (3,580 sq ft, temporary seating) = 72 stalls
Total Required	1,263 stalls General Admission - 2,663 Stalls (Grass) Premier Parking - 267 stalls (Grass) Bus Parking - 32 Stalls (Paved) Employee Parking - 88 Stalls (Paved)
Total Provided (Phase I and Phase II)	3,187 Stalls (2,930 grass + 257 paved)

Sheet Schedule

1	C0.0	Cover Sheet
2	C1.0	Overall Master Plan
3	C2.0	Layout and Utility Plan - Sheet 1
4	C2.1	Layout and Utility Plan - Sheet 2
5	C3.0	Grading and Drainage Plan - Sheet 1
6	C3.1	Grading and Drainage Plan - Sheet 2



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
D&A Project #14038
Graystone Quarry Amphitheatre
C0.0
516 Heather Place
Nashville TN 37204
(615) 297-5166



Development Summary

Owners / Developer
Graystone Quarry Events
Rick McEachern
(408) 621-0746

Civil Engineer and Surveyor
Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Line Table		
L1	N 20°56'4" W	52.22
L2	S 58°49'2" E	30.00
L3	N 30°49'7" E	197.5
L4	S 86°30'18" E	107.6
L5	N 53°15'49" W	119.8
L6	S 85°18'09" W	139.18
L7	S 42°33'44" W	118.3
L8	S 68°58'42" W	167.3
L9	S 31°21'02" E	26.28
L10	S 86°36'50" W	166.55
L11	N 80°58'30" W	266.95
L12	N 79°10'55" W	95.61
L13	N 10°49'05" E	200.6
L14	S 79°10'55" E	129.08
L15	S 64°43'58" W	82.06

Utility Notes:

Water - Graystone Quarry will be served by public water through HB & TS Utility Company.

Sewer - Graysstone Quarry utilizes septic to treat all sewer in the development. The wedding event facility and associated buildings, the residential house, and the permanent bathrooms at the Amphitheater will all be served through a private septic system that has been reviewed, approved, and installed in accordance with Williamson County. During amphitheater events, portable toilets will be utilized for the general public.

Electric - Graystone Quarry will be served by MTEMCO for electric.

Environmental Resource Notes:

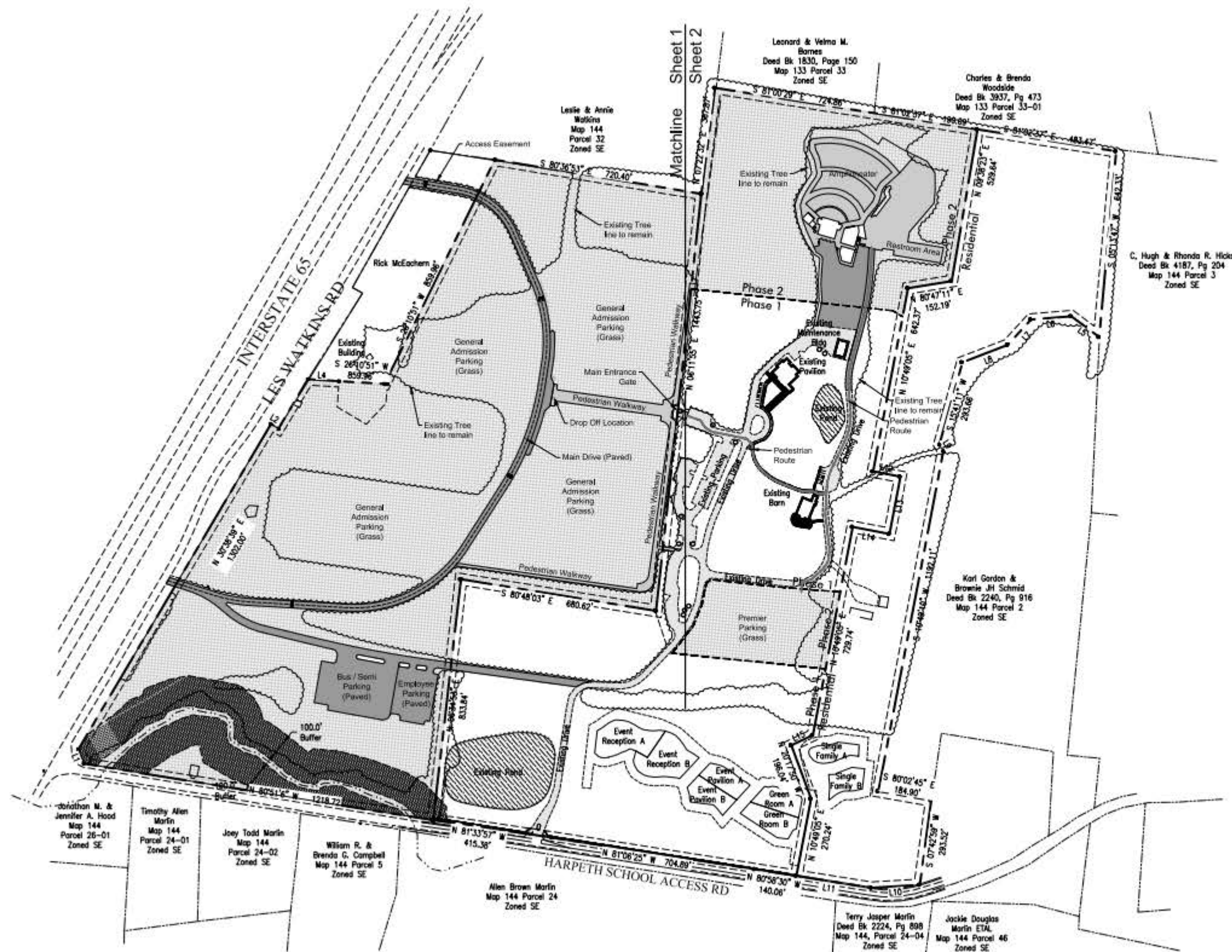
A full boundary and topographic survey was performed along with a preliminary jurisdictional determination. There is an existing stream running along the frontage of the property near the intersection of Harpeth School Road and Les Watkins Road. The project will implement the required buffers and will not disturb this area. No environmental resources are proposed to be disturbed other than the select clearing of trees.

Stormwater Notes:




All stormwater on site has been designed to meet the regulations. A lake is constructed on the south side of the development that captures most of the runoff from the developed portion of the site. This lake treats both the water quantity and water quality for the development. The parking areas shall be seeded with grass, with minimal to no impervious surfaces, these areas are low impact. The main drive will be asphalt as well as the bus and employee parking areas. The pedestrian walkways to be a solid surface.

Landscape Notes:

Care shall be taken to minimize tree removal. The areas shown shall be the only areas where possibly trees less than 18" may be removed, these areas are approximately 11% of the total treed areas. It is not anticipated that trees 18" and greater will be removed.



Legend

- | | |
|---|-----------------------|
|  | Proposed Asphalt |
|  | Proposed Hard Surface |
|  | Proposed Open Space |

Site Plan

Graystone Quarry Amphitheater

Map 144 Parcel 2.02

Thompson's Station, Williamson County, Tennessee



Overall Master Plan

Asphalt
Solid Surface
Open Space

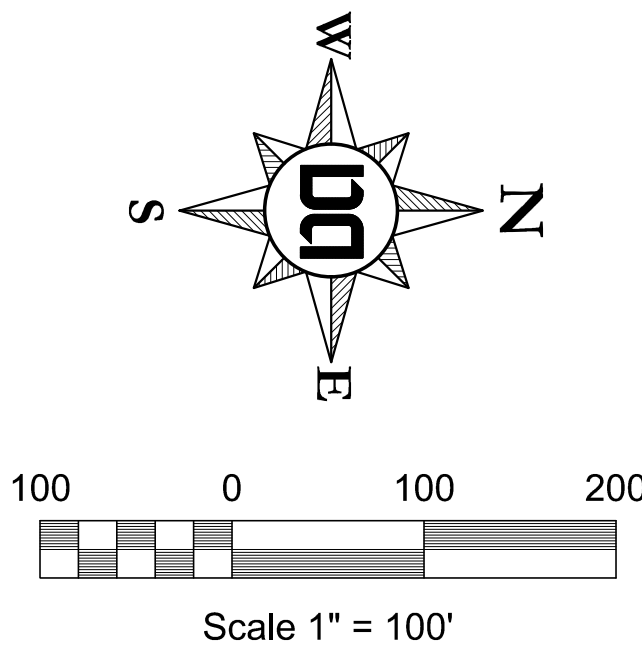
DA
Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

D&A Project #34038
Graystone Quarry
Amphitheatre
C1.0

500 Heather Place
Nashville, TN 37204
(615) 297-5100

D&A Project #14038
Graystone Quarry
Amphitheatre

C1.0



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Legend

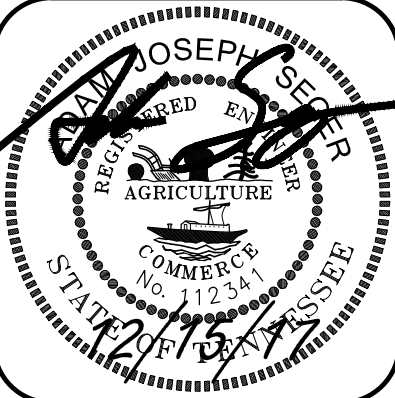
- Proposed Asphalt
- Proposed Hard Surface
- Proposed Open Space

Drawing Date:
December 15, 2017

Revisions

Site Plan
Graystone Quarry Amphitheater

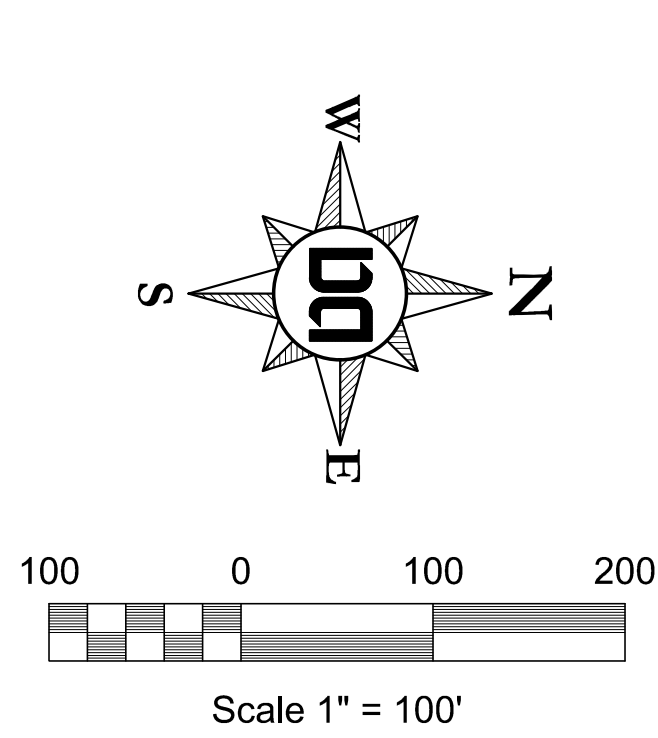
Map 144 Parcel 2.02
Thompson's Station, Williamson County, Tennessee



Layout &
Utility Plan
Sheet 1

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

D&A Project #14038
Graystone Quarry
Amphitheatre
C2.0



Development Summary

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Legend

- Proposed Asphalt
- Proposed Hard Surface
- Proposed Open Space

Drawing Date:
December 15, 2017

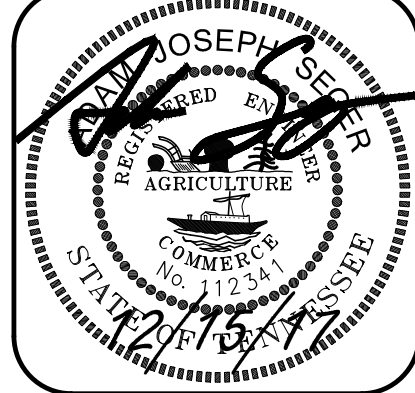
Revisions

Site Plan

Graystone Quarry Amphitheater

Map 144 Parcel 2.02

Thompson's Station, Williamson County, Tennessee



Layout & Utility Plan

Sheet 2

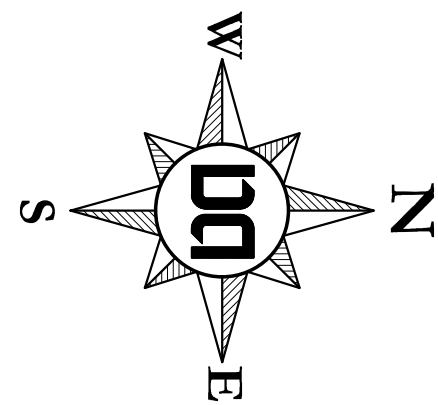
Dale & Associates

Civil Engineering
Land Planning & Zoning
Surveying

D&A Project #14038
Graystone Quarry Amphitheatre

C2.1

516 Heather Place
Nashville, TN 37204
(615) 297-5166



Scale 1" = 100'

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Legend

- Proposed Asphalt
- Proposed Hard Surface
- Proposed Open Space

Drawing Date:
December 15, 2017

Revisions

Site Plan
Graystone Quarry Amphitheater

Map 144 Parcel 2.02
Thompson's Station, Williamson County, Tennessee

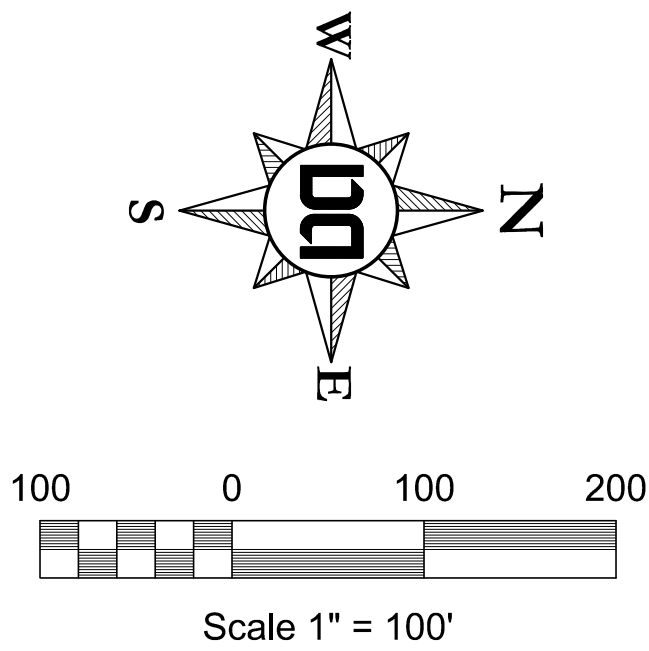
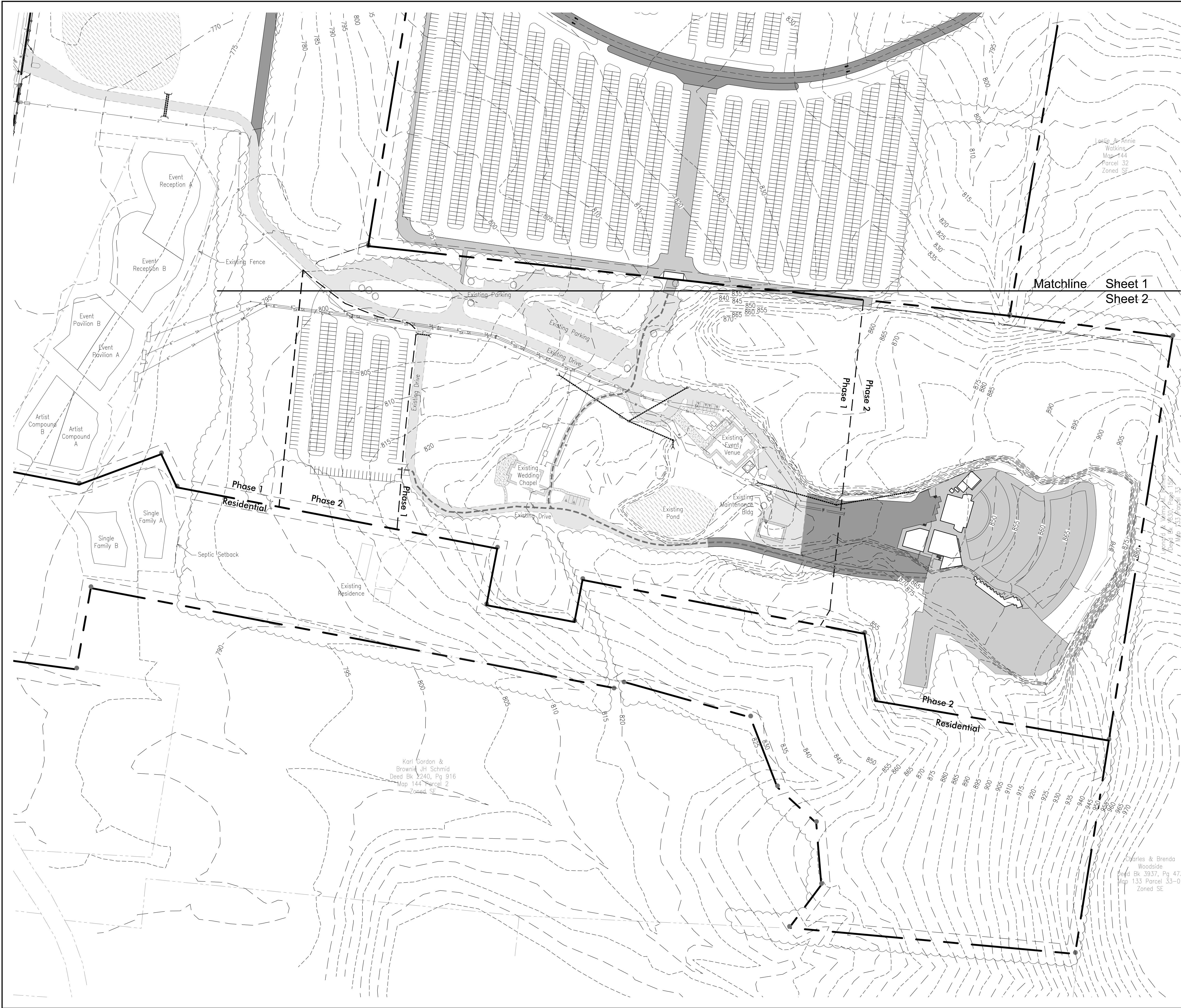


Grading and
Drainage Plan
Sheet 1

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

D&A Project #14038
Graystone Quarry
Amphitheatre

C3.0



Development Summary

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Legend

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- Proposed Hard Surface
- Proposed Open Space

Drawing Date:
December 15, 2017

Revisions

Site Plan
Graystone Quarry Amphitheater

Map 144 Parcel 2.02
Thompson's Station, Williamson County, Tennessee



Grading and
Drainage Plan
Sheet 2

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

D&A Project #14038
Graystone Quarry
Amphitheatre

C3.1

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Nashville, TN 37204
(615) 297-5166

ORDINANCE 2018-003

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
WHICH AMENDS THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING
JULY 1, 2017 AND ENDING JUNE 30, 2018.**

WHEREAS, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Board of Mayor and Aldermen may amend the annual budget as deemed necessary.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE AS FOLLOWS:

SECTION 1: Amendments to the General Fund budget line items are as follows:

- a. Wholesale Liquor Tax is increased from \$6,000 to \$10,000
- b. CATV Franchise Fee Income is increased from \$15,000 to \$25,000
- c. Miscellaneous Fees is increased from \$1,000 to \$2,000
- d. State Income Tax is decreased from \$100,000 to \$0
- e. State Beer Tax is increased from \$1,000 to \$2,000
- f. SSA – 2017 Gas Tax increased from \$0 to \$20,000
- g. Interest Earned – Invest. Accts is increased from \$12,000 to \$20,000
- h. Parks Revenue is increased from \$15,000 to \$20,000
- i. Printing, Forms & Photocopy is increased from \$6,000 to \$10,000
- j. Prof. Fees – Legal Fees is increased from \$120,000 to \$150,000
- k. Prof. Fees – Other is decreased from \$50,000 to \$20,000
- l. Repairs & Maintenance – Roads is decreased from \$838,770 to \$793,470
- m. Insurance – Property is increased from \$2,500 to \$3,600
- n. Insurance – Liability is increased from \$4,500 to \$5,300
- o. Insurance – Auto is increased from \$1,700 to \$2,100
- p. Capital Projects is decreased from \$4,570,100 to \$3,394,660

SECTION 2: Amendments to the Wastewater Fund budget line items are as follows:

- a. Payroll Expense is decreased from \$150,000 to \$140,000
- b. Laboratory Water testing is decreased from \$7,500 to \$5,000

- c. Postage, Freight & Express Charges is increased from \$6,000 to \$8,000
- d. Insurance – Employee Medical is decreased from \$30,000 to \$20,000
- e. Prof. Fees – Consulting Engineers is decreased from \$50,000 to \$30,000
- f. Prof. Fees – Other is increased from \$109,700 to \$236,700

SECTION 3: The amended budget is detailed in the attached Budget Worksheet.

SECTION 4: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 T.C.A. Section 6-56-208. In addition, no appropriation may be made in excess of available funds except for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Section 6-56-205 of the *Tennessee Code Annotated*.

SECTION 5: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 6: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 7: If any section, clause, provision of this ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision of this ordinance.

SECTION 8: This ordinance shall take effect July 1, 2017, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Submitted to Public Hearing on February 13, 2018 at 7:00 p.m. after publication of notice of public hearing by advertisement in the Williamson A.M. newspaper on Sunday, January 14, 2018.

Passed 1st Reading: _____

Passed 2nd Reading: _____

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: February 8, 2018
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Capital Outlay Note Issuance

On January 22nd, the Board authorized the preparation of a rescinding resolution for the previously approved general obligation bonds and the issuance of capital outlay notes in the amount of, not less than, \$1,509,000. The Board agenda includes three items under new business (#4, #5, and #6) that are a result from this direction.

- Resolution 2018-004: This is the rescinding resolution that stops the issuance of general obligation bonds
- Resolution 2018-005: Is a policy document related to rules and regulations regarding the issuance and use of tax-exempt debt obligations
- Resolution 2018-006: This resolution authorized the release and issuance of, not to exceed, \$1,550,000 of capital outlay notes and to revise the municipal advisory agreement with Raymond James for their continued assistance in this effort

With the passage of these resolutions, the Town will solicit bids from financing institutions, submit the necessary information to the Comptroller's Office for approval, and close on the approved notes.

Rick Dulaney, Raymond James, will be in attendance and can answer any questions the Board may have regarding the note issuance.

BOMA Action:

Approve resolutions 2018-004, 2018-005, and 2018-006 as presented.

The Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, met in regular session on February 13, 2018, at 7:00 p.m. at the Thompson's Station Community Center located at 1555 Thompson's Station Road West, with the Honorable Corey Napier, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Jennifer Jones, Town Recorder, Tammy Womack, Finance Director and Joe Cosentini, Town Administrator.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

A RESOLUTION REPEALING THE INITIAL RESOLUTION ADOPTED BY THE
BOARD OF MAYOR AND ALDERMEN ON NOVEMBER 27, 2017 – 2018-004

WHEREAS, pursuant to Sections 9-21-205 Tennessee Code Annotated, as amended, on November 27, 2017, the Board of Mayor and Aldermen (the “Governing Body”) of the Town of Thompson’s Station, Tennessee (the “Municipality”), adopted that certain “Initial Resolution Authorizing the Issuance of Not to Exceed Three Million Dollars (\$3,000,000) General Obligation Public Improvement Bonds of the Town of Thompson’s Station, Tennessee” (the “Initial Resolution”); and

WHEREAS, as required by law, the Initial Resolution was published in The Tennessean, a newspaper of general circulation in the Municipality on December 6, 2017, including the statutory notice required by Section 9-21-206, Tennessee Code Annotated, as amended; and

WHEREAS, within twenty days of publication of the Initial Resolution, a petition protesting the issuance of the not to exceed \$3,000,000 General Obligation Bonds (the “Bonds”) was filed with the Town Recorder and thereafter the Williamson County Election Commission certified that at least 10% of the registered voters signed the petition meeting the threshold for a referendum on the issuance of the proposed Bonds; and

WHEREAS, the Governing Body finds that it is in the best interest of the Municipality to repeal the Initial Resolution.

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

Section 1. Authority. That certain “Initial Resolution Authorizing the Issuance of Not to Exceed Three Million Dollars (\$3,000,000) General Obligation Public Improvement Bonds of the Town of Thompson’s Station, Tennessee” is hereby repealed and is no longer legal, valid or binding on the Municipality, and consequently a referendum on the issuance of the proposed Bonds is not legally authorized or permitted under Tennessee law.

Section 2. Additional Authorization and Ratification. Any and all other actions heretofore taken on behalf of the Municipality by its officers in furtherance of the purposes of this resolution, and all acts of the officers of the Municipality that are in conformity with the purposes and intent of this resolution, are hereby approved, ratified and confirmed in all respects.

Section 3. Effective Date and Repeal of Conflicting Resolutions. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved on February 13, 2018.

Mayor

Town Recorder

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, Jennifer Jones, certify that I am the duly qualified and acting Town Recorder of the Town of Thompson's Station, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on February 13, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the repeal of that certain initial resolution adopted on November 27, 2017 of said Municipality.

WITNESS my official signature and seal of said Municipality on this the 13th day of February, 2018.

Town Recorder

(SEAL)

RESOLUTION 2018-005 ADOPTING POLICIES AND PROCEDURES FOR
THE ADMINISTRATION OF FEDERALLY TAX-EXEMPT DEBT
OBLIGATIONS AND OBLIGATIONS SUBJECT TO THE REQUIREMENTS
OF RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION

WHEREAS, the Town of Thompson's Station, Tennessee (the "Municipality") issues federally tax-exempt debt obligations from time to time, and wishes to adopt policies and procedures to ensure compliance with applicable federal rules and regulations related thereto; and

WHEREAS, the Municipality also issues debt obligations from time to time that are subject to the continuing disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Municipality that the federal tax and continuing disclosure compliance policies and procedures attached hereto as Exhibit A are hereby adopted and approved.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Adopted and approved this 13th day of February, 2018.

TOWN OF THOMPSON'S STATION,
TENNESSEE

Mayor

EXHIBIT A

TOWN OF THOMPSON'S STATION, TENNESSEE Federal Tax Compliance Policies and Procedures

Purpose

In order to issue tax-exempt debt obligations ("Tax-Exempt Obligations"), the interest on which is excluded from gross income of the holders of such debt obligations, the Town of Thompson's Station, Tennessee (the "Municipality") must comply with federal tax rules regarding expenditure of proceeds, use of financed property, investment of proceeds in compliance with arbitrage rules, retention of records and filings with the Internal Revenue Service pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). This Tax Compliance Policy sets forth the Municipality's policies for compliance with Sections 141-150 of the Code and related rules and regulations.

I. Expenditure of Proceeds

Expenditure of proceeds as set forth below will be reviewed and managed by the Finance Director (the "Compliance Officer") as needed to ensure compliance with the requirements with each tax certificate executed in connection with Tax-Exempt Obligations. In connection with such review and management, the Compliance Officer will undertake the following with respect to the expenditure of proceeds of Tax-Exempt Obligations:

- Establish forms and procedures for documenting expenditures of the proceeds, including for new money issues a description of the property financed with each expenditure and for refunding issues a description of the refunded obligations and the property financed with the refunded obligations.
- Only permit proceeds to be expended for capital expenditures, working capital if accompanied by an opinion of nationally recognized bond counsel, refunding of Tax-Exempt Obligations and other debt obligations used for the foregoing purposes, and costs of issuance of Tax-Exempt Obligations.
- Not permit amounts to be expended to pay capitalized interest on Tax-Exempt Obligations except during the actual construction period of financed property unless accompanied by an opinion of nationally recognized bond counsel.
- Restrict reimbursement of costs that were paid prior to the issuance of the Tax-Exempt Obligations to costs paid subsequent to, or not more than 60 days prior to, the date a "declaration of intent" to reimburse the costs was adopted by the Municipality or as is otherwise approved by bond counsel.

- Prepare a "final allocation" of proceeds to uses, which will be made and retained with the records of the Tax-Exempt Obligations, not later than 18 months after the placed-in-service date of the financed property (and in any event not later than 5 years and 60 days after the issuance of the issue).
- Monitor the expenditure of proceeds of new-money Tax-Exempt Obligations against the tax certificate expectation to (i) spend or commit 5% of net sale proceeds within 6 months, (ii) spend 85% of net sale proceeds within 3 years, and (iii) proceed with due diligence to complete the project and fully spend the net sale proceeds.
- Monitor the expenditure of proceeds of the Tax-Exempt Obligations against the schedule for any arbitrage rebate exception or exceptions identified in the tax certificate related to such issue of Tax-Exempt Obligations.

II. Use of Property Financed with Tax-Exempt Obligations

Use of property financed with Tax-Exempt Obligations, when completed and placed in service, will be reviewed by the Compliance Officer on at least an annual basis.

The Municipality will not do any of the following with respect to the financed property without prior discussion with bond counsel regarding potential effect of such action on the tax exemption of the Tax-Exempt Obligations that financed or refinanced such property:

- Enter into a management, service or incentive payment contract with any non-governmental person or entity (including the federal government) (a "Non-Governmental Person").
- Enter into a lease with any Non-Governmental Person.
- Sell or otherwise transfer such property to any Non-Governmental Person.
- Grant special legal entitlements with respect to such property to any Non-Governmental Person.

If any action occurs, notwithstanding the foregoing, that causes Tax-Exempt Obligations to become private activity bonds as a result of private use of financed projects and/or private payments for parties utilizing financed projects, the Municipality will promptly consult with bond counsel as to the steps to be taken in order to remediate such change in use in accordance with the regulations under the Code, including the remediation of nonqualified bonds.

III. Investment of Proceeds

Investment of proceeds of Tax-Exempt Obligations in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the Compliance Officer.

All proceeds of each Tax-Exempt Obligation will be deposited and maintained in a separate account or accounts. The investment of the proceeds of Tax-Exempt Obligations shall comply with the following:

- Investments will be purchased only in market transactions at fair market value.
- Calculations of rebate liability will be performed periodically as set forth in the tax certificate by outside consultants unless the Municipality is eligible for an exception to rebate liability with respect to the Tax-Exempt Obligations.
- Rebate payments, if required, will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the Tax-Exempt Obligations. Compliance with rebate requirements will be reported to the bond trustee, if any, and the issuer.
- The Municipality will identify the date for first rebate payment at the time of issuance if rebate payments are expected.

IV. Records

Management and retention of records related to Tax-Exempt Obligations will be supervised by the Compliance Officer:

- Records will be retained for the life of the Tax-Exempt Obligations plus any refunding bonds plus three years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.
- Retainable records pertaining to issuance of Tax-Exempt Obligations include the transcript of documents executed in connection with the issuance of the Tax-Exempt Obligations and any amendments, and copies of rebate calculations and records of payments including Form 8038-T.
- Retainable records pertaining to expenditures of proceeds of Tax-Exempt Obligations include requisitions, trustee statements (if any) and final allocation of proceeds.
- Retainable records pertaining to use of property include all agreements reviewed for nonexempt use and any reviewed documents relating to unrelated business activity.
- Retainable records pertaining to investments include GIC and hedge documents under the Treasury regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

V. Miscellaneous Post-Issuance Changes

The Compliance Officer will consult with bond counsel prior to engaging in any post-issuance credit enhancement transactions (e.g., letter of credit or bond insurance) or hedging transactions (e.g., interest rate swaps)

The Compliance Officer will consult with bond counsel prior to the making of any significant modifications to the bond documents that might cause a “reissuance” of the Tax-Exempt Obligations as described in Section 1.1001-3 of the Treasury regulations such as (i) changes in the yield of a Tax-Exempt Obligation, (ii) changes in the timing of payments on a Tax-Exempt Obligation or (iii) changes in the obligor of or security for a Tax-Exempt Obligation.

VI. Continuing Disclosure

Under the provisions of SEC Rule 15c2-12 (the "Rule"), Participating Underwriters (as defined in the Rule) are required to determine that issuers (such as the Municipality) have entered into written Continuing Disclosure Agreements to make ongoing disclosure (“Continuing Disclosure”) in connection with Offerings subject to the Rule. Unless the Municipality is exempt from compliance with the Rule or the continuing disclosure provisions of the Rule as a result of certain permitted exemptions, the Transcript for each issue of related obligations will include a Continuing Disclosure Agreement executed by the Municipality.

In order to monitor compliance by the Municipality with its Continuing Disclosure Agreements, the Compliance Officer will, if and as required by such Continuing Disclosure Agreements:

- A. Assist in the preparation or review of annual reports ("Annual Reports") in the form required by the related Continuing Disclosure Agreements.
- B. Maintain a calendar, with appropriate reminder notifications, listing the filing due dates relating to dissemination of Annual Reports, which annual due date is generally expressed as a date within a certain number of days (e.g., 180 days) following the end of the Municipality's fiscal year (the "Annual Report Due Date"), as provided in the related Continuing Disclosure Agreements.
- C. Ensure timely dissemination of the Annual Report by the Annual Report Due Date, in the format and manner provided in the related Continuing Disclosure Agreements, which may include transmitting such filing to the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access ("EMMA") System at www.emma.msrb.org in the format prescribed by the MSRB.
- D. Monitor the occurrence of any "Material Event" (as defined in the Continuing Disclosure Agreements) and timely file notice of the occurrence of any such Material Event in the manner provided under the Continuing Disclosure Agreements. To be timely filed, such notice must be transmitted within 10 days (or

such other time period as set forth in the Continuing Disclosure Agreements) of the occurrence of such Material Event.

- E. Ensure timely dissemination of notice of any failure to perform under a Continuing Disclosure Agreement, if and as required by the Continuing Disclosure Agreement.
- F. Respond to requests, or ensure that the Municipality Contact (as defined in the Continuing Disclosure Agreement) responds to requests, for information under the Rule, as provided in the Continuing Disclosure Agreements.
- G. Monitor the performance of any dissemination agent(s) engaged by the Municipality to assist in the performance of any obligation under the Continuing Disclosure Agreements.

VII. Overall Responsibility

Overall administration and coordination of this policy is the responsibility of the Compliance Officer. The Compliance Officer shall be responsible for identifying any violations of federal tax requirements relating to any Tax-Exempt Obligations and shall consult with bond counsel as to best method for the timely correction of any identified violations either through available remedial actions or through the IRS's Voluntary Closing Agreement Program. The Compliance Officer shall consult with appropriate disclosure counsel with respect to any issues or violations relating to Continuing Disclosure. The Compliance Officer shall be responsible for obtaining and providing for the training and education necessary to administer these policies and procedures.

Adopted and approved the 13th day of February, 2018.

The Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, met in regular session on February 13, 2018, at 7:00 p.m. at the Thompson's Station Community Center located at 1555 Thompson's Station Road West, with the Honorable Corey Napier, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Jennifer Jones, Town Recorder, Tammy Womack, Finance Director and Joe Cosentini, Town Administrator.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

RESOLUTION 2018-006 A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$1,550,000 OF CAPITAL OUTLAY NOTES OF THE TOWN OF THOMPSON'S STATION, TENNESSEE AND LEVYING AD VALOREM TAXES FOR THE PAYMENT OF THE NOTES AND APPROVING A SUPPLEMENT TO THE MUNICIPAL ADVISORY AGREEMENT WITH RAYMOND JAMES & ASSOCIATES, INC.

WHEREAS, Sections 9-21-601 et seq., Tennessee Code Annotated (the "Act") and specifically Section 9-21-608 of the Act, authorize Tennessee municipalities to issue capital outlay notes for a term of up to twelve years to finance "public works projects" (as defined in the Act) and related capital and note issuance costs; and

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the Town of Thompson's Station, Tennessee (the "Municipality") previously adopted an initial resolution (the "Initial Resolution") on November 27, 2017 pursuant to Title 9, Chapter 21, Part 2, Tennessee Code Annotated, approving the issuance of not to exceed \$3,000,000 in general obligation bonds to acquire land for a wastewater treatment facilities, and other public buildings, including parks and open land areas and said Initial Resolution was published as required by law; and

WHEREAS, within twenty days of publication of the Initial Resolution, a petition protesting the issuance of such bonds was filed with the Town Recorder and thereafter the Williamson County Election Commission certified that at least 10% of the registered voters signed the petition; and

WHEREAS, on the date hereof, the Governing Body has adopted a resolution repealing the Initial Resolution and therefore, as required by Tennessee law, a referendum on the issuance of the bonds cannot be held; and

WHEREAS, in respectful recognition of the foregoing, the Governing Body hereby determines that it is necessary and desirable to modify the project to be financed as described below, to alter the structure of the financing, and to utilize an alternative statutory authorization as described herein; and

WHEREAS, the Governing Body hereby determines that it is necessary and advisable to finance certain public works projects by issuing not to exceed \$1,550,000 of capital outlay notes to finance the (i) acquisition of land for public buildings and facilities of the Town, including but not limited to parks and open land areas; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (collectively, the "Projects"); (iv) reimbursement of prior expenditures for such Projects, if any; and (v) payment of costs of issuance in connection with the issuance and sale of the Notes; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this resolution to authorize the issuance, sale and payment of the notes and the levy of ad valorem taxes for the payment of the notes.

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

Section 1. Authority. The notes authorized by this resolution are issued pursuant to the Act and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(b) “Debt Management Policy” means the Debt Management Policy previously adopted by the Governing Body.

(c) “Municipal Advisor” means Raymond James & Associates, Inc.

(d) “Notes” means the capital outlay notes authorized to be issued by this resolution.

(e) “Projects” means the (i) acquisition of land for public buildings and facilities of the Town, including but not limited to parks and open land areas; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; and (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing.

(f) “Purchaser” means the purchaser of the Notes.

(g) “Registration Agent” means the Town Recorder of the Municipality or such other registration and paying agent appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Mayor.

Section 3. Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance of the Notes is consistent with the terms of the Debt Management Policy. The estimated amortization and the interest rate on the Notes are attached hereto as Exhibit A; provided, however, the final amortization and interest rates will be determined at the time the Notes are bid or competitively sold, as applicable. The estimated costs of issuance are contained in the Supplement to the Municipal Advisory Agreement attached hereto as Exhibit B.

Section 4. Authorization and Terms of the Notes.

(a) Not to exceed \$1,550,000 of capital outlay notes of the Municipality are hereby authorized to be issued to finance the Projects and note issuance costs. Subject to any adjustments made by the Mayor pursuant to Section 7, the Notes shall:

(i) be issued as fully registered, certificated notes;

(ii) be known as “General Obligation Capital Outlay Notes”;

(iii) be dated the date of their issuance;

(iv) bear interest at rates not to exceed the maximum rate permitted by applicable Tennessee law, payable monthly or semiannually;

(v) be issued initially in such denominations as shall be requested by the Purchaser; and

(vi) mature serially or through mandatory redemption commencing on April 1, 2019 and ending April 1, 2030 in principal amounts resulting in at least level debt service unless otherwise approved by the Director of State and Local Finance; provided that in no event shall the Notes mature later than the end of the twelfth fiscal year following the fiscal year in which the Notes are issued.

(b) Subject to any adjustments made by the Mayor pursuant to Section 7, the Notes may be redeemed prior to maturity at the option of the Municipality, in whole or part, at any time, at the redemption price of par plus accrued interest to the redemption date. The Notes to be redeemed may be selected by the Municipality except that, if less than all of the Notes within a single serial maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine, except as set forth in subsection (c) below.

(c) Pursuant to Section 8 hereof, the Mayor is authorized to sell the Notes, or any maturities thereof, as term notes ("Term Notes") with mandatory redemption requirements corresponding to the maturities described herein. In the event any or all the Notes are sold as Term Notes, the Municipality shall redeem Term Notes on redemption dates and in principal amounts corresponding to the maturity dates and amounts described herein, at a price of par plus accrued interest thereon to the date of redemption. Term Notes of a single maturity shall be selected for optional redemption in the same manner described in subsection (b) above or as directed by the Municipality as determined by the Mayor pursuant to Section 7.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Term Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Term Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Term Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Term Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Notes for which proper notice was given. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein.

(e) The Governing Body hereby appoints the Town Recorder of the Municipality as the Registration Agent for the Notes and hereby authorizes and directs the Registration Agent so appointed to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as

provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

(f) The Notes shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes by check or draft on each interest payment date directly to the registered owners as shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Note registration records, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the Municipality in respect of such Notes to the extent of the payments so made. Payment of principal of the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each, unless otherwise directed by the Mayor pursuant to Section 7 herein.

(g) Any interest on any Note that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Notes are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Note registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Notes shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of and interest on the Notes when due.

(h) The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner; provided, however, the Mayor may provide that the Notes are not transferable without the written consent

of the Municipality. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in such denominations requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the publication of notice calling such Note for redemption has been made, nor to transfer or exchange any Note during the period following the receipt of instructions from the Municipality to call such Note for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

(i) The Notes shall be executed in the manner required by the Act.

(j) The Registration Agent is hereby authorized to authenticate and deliver the Notes to the Purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Notes in exchange for Notes of the same principal amount delivered for transfer upon receipt of the Note(s) to be transferred in proper form with proper documentation as hereinabove described. The Notes shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Note form.

(k) In case any Note shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Note of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Note, or in lieu of and in substitution for such lost, stolen or destroyed Note, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the Municipality may pay or authorize payment of such Note without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Note, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Note an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Security and Source of Payment; Levy of Tax. The Notes shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of principal of and interest on the Notes, the full faith and credit of the Municipality are hereby irrevocably pledged. The Governing Body shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Notes when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay the principal and interest coming due on the Notes in said year. Principal and interest on the Notes falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided shall be reduced to the extent of any other funds, taxes and revenues from the Municipality appropriated to the debt service on the Notes.

Section 6. Form of Notes. The Notes shall be in substantially the following form, the omissions to be appropriately completed when the Notes are prepared and delivered:

	(Form of Face of Note)	
REGISTERED		REGISTERED
Number _____		\$ _____
UNITED STATES OF AMERICA		
STATE OF TENNESSEE		
TOWN OF THOMPSON'S STATION, TENNESSEE		
GENERAL OBLIGATION CAPITAL OUTLAY NOTE,		
SERIES _____		

Interest Rate: Maturity Date: Date of Note:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the Town of Thompson's Station, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on _____ until this Note matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal office of the Town Recorder of the Municipality, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Note registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Notes of the issue of which this Note is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

The Notes shall be subject to redemption prior to maturity at the option of the Municipality, as a whole or in part, at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Notes shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality, in its discretion. If less than all the principal amount of the Notes of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Notes maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Notes to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Notes to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Notes</u> <u>Redeemed</u>
---------------------------------	----------------------------------	---

***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Notes to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Notes of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Note so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Notes to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent not less than ten (10) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Note registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Notes for which proper notice was given. From and after any redemption date, all Notes called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Note is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Notes are transferable only with the written consent of the Municipality. The person in whose name this Note is registered shall be deemed and regarded as the

absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Note shall be overdue. Notes, upon surrender to the Registration Agent may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to [transfer or] exchange any Note during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Note, nor to transfer or exchange any Note after the notice calling such Note for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Note for redemption.

This Note is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds to finance (i) acquisition of land for public buildings and facilities of the Town, including but not limited to parks and open land areas; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (collectively, the "Projects"); (iv) reimbursement of prior expenditures for such Projects, if any; and (v) to pay Note issuance costs, if any, pursuant to Sections 9-21-101 *et seq.*, Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of Mayor and Aldermen of the Municipality on February 13, 2018 (the "Resolution").

This Note is payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of principal of and interest on this Note, the full faith and credit of the Municipality are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to the Resolution.

This Note and the income therefrom are exempt from all present state, Municipality and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Note during the period the Note is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Note in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Note, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by its Mayor and attested by its Town Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

TOWN OF THOMPSON'S STATION, TENNESSEE

FORM—DO NOT SIGN

Mayor

(SEAL)

ATTESTED:

FORM—DO NOT SIGN
Town Recorder

Transferable and payable at the
principal office of:

Town Recorder
Thompson's Station, Tennessee

Date of Registration: _____

This Note is one of the Notes issued pursuant to the Resolution hereinabove described.

Town Recorder
Registration Agent

FORM—DO NOT SIGN
Town Recorder

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Note of the Town of Thompson's Station, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Note on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 7. Sale of Notes.

(a) The Notes may be sold at informal bid or competitive public sale as shall be determined by the Mayor, in consultation with the Municipal Advisor and in compliance with the Act. The Notes shall be offered at a price of not less than 99% of par, as a whole or in part from time to time as shall be determined by the Mayor. The Mayor shall award the Notes to the bidder whose bid results in the lowest true interest cost to the Municipality. The award of the Notes by the Mayor to the lowest bidder shall be

binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor, in consultation with the Municipal Advisor, is further authorized to:

- (1) change the dated date of the Notes to a date other than the date of issuance;
- (2) change the designation of the Notes from “General Obligation Capital Outlay Notes” and to specify the series designation of the Notes;
- (3) change the manner of calculating interest on the Notes from that provided herein;
- (4) establish the interest payment dates for the Notes, provided that the first interest payment date may not be more than 12 months following the issuance of the Notes;
- (5) establish the principal payment dates and maturity or mandatory redemption amounts for the Notes within the parameters set forth in Section 4;
- (6) adjust or remove the optional redemption provisions of the Notes;
- (7) adjust authorized denominations;
- (8) sell all or a portion of the Notes as Term Notes;
- (9) cause all or a portion of the Notes to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to serve the best interests of the Municipality and to enter into agreements with such insurance company with respect to any series of Notes to the extent not inconsistent with this Resolution; and
- (10) provide for the transferability and restrictions on transferability of the Notes in accordance with the terms of this Resolution.

(c) The officers of the Municipality are authorized to execute, publish, and deliver all certificates and documents as they shall deem necessary in connection with the sale and delivery of the Notes.

(d) The Mayor is hereby authorized to enter into a supplement to the municipal advisory agreement with the Municipal Advisor to serve as Municipal Advisor to the Municipality in connection with the Notes in the form attached hereto as Exhibit B and an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Notes in substantially the form attached as Exhibit B. The engagement letter of Bass, Berry & Sims PLC previously approved on November 27, 2017 is hereby modified, amended and replaced with Exhibit C.

(e) The Notes may not be issued until the Municipality has received the approval of the Director of State and Local Finance, as required by the Act.

(f) The form of the Note as set forth in Section 6 hereof shall be conformed to any modifications provided in this Section 7.

(g) Notwithstanding anything herein to the contrary, the Notes may be sold in multiple emissions, as directed by the Mayor.

Section 8. Disposition of Note Proceeds. The proceeds of the sale of the Notes shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2017 Note Construction Fund, or such other designation as shall be determined by the Mayor (the "Construction Fund"), to be accounted for separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Notes, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Notes. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution and earnings thereon shall be retained in the Construction Fund. Any funds remaining in the Construction Fund after completion of the Projects and payment of authorized expenses shall be used to pay principal of and interest on the Notes.

Section 9. Tax Matters.

(a) The Notes will be issued on a federally tax-exempt basis. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Notes in a manner that would cause the Notes to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Notes that it will, throughout the term of the Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Notes shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Notes as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Notes are not deemed designated as such and may be designated as such.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Notes and to administer the Municipality's Federal Tax Compliance Policies and Procedures with respect to the Notes.

Section 10. Discharge and Satisfaction of Notes. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Notes in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Notes as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Notes and to pay interest thereon when due until the maturity or redemption date (provided, if such Notes are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Notes to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Notes, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Notes when due, then and in that case the indebtedness evidenced by such Notes shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Notes shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Notes in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Notes; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Notes on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee law for the purposes described in this Section, which notes or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 11. Official Statement. If required by Rule 15c2-12 of the Securities and Exchange Commission, the officers of the Municipality are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Notes, and to deem the Preliminary Statement as final, all in the manner required by such Rule. The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of pricing and other information. The officers of the

Municipality are also authorized to prepare and distribute an offering circular, if deemed advisable by the Municipal Advisor, in connection with a sale of the Notes for which an Official Statement is not required.

Section 12. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Notes. If required, the Mayor is authorized to execute an agreement for the benefit of the owners of the Notes satisfying the terms of Rule 15c2-12.

Section 13. Qualified Tax-Exempt Obligations. The Governing Body hereby designates the Notes as “qualified tax-exempt obligations,” within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, if and to the extent the Notes may be so designated.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution altering payment provisions or security for the Notes shall be made in any manner until such time as the Notes and interest due thereon shall have been paid in full.

Section 15. Additional Authorization and Ratification. Any and all other actions heretofore taken on behalf of the Municipality by its officers in furtherance of the purposes of this resolution, and all acts of the officers of the Municipality that are in conformity with the purposes and intent of this resolution, are hereby approved, ratified and confirmed in all respects.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Effective Date and Repeal of Conflicting Resolutions. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved on February 13, 2018.

Mayor

Town Recorder

EXHIBIT A

Estimated Debt Service

Date	Principal	Coupon	Interest	Total P+I
04/01/2018	-	-	-	-
04/01/2019	130,000.00	2.500%	42,840.28	172,840.28
04/01/2020	130,000.00	2.500%	35,500.00	165,500.00
04/01/2021	130,000.00	2.500%	32,250.00	162,250.00
04/01/2022	130,000.00	2.500%	29,000.00	159,000.00
04/01/2023	130,000.00	2.500%	25,750.00	155,750.00
04/01/2024	130,000.00	2.500%	22,500.00	152,500.00
04/01/2025	130,000.00	2.500%	19,250.00	149,250.00
04/01/2026	130,000.00	2.500%	16,000.00	146,000.00
04/01/2027	130,000.00	2.500%	12,750.00	142,750.00
04/01/2028	130,000.00	2.500%	9,500.00	139,500.00
04/01/2029	130,000.00	2.500%	6,250.00	136,250.00
04/01/2030	120,000.00	2.500%	3,000.00	123,000.00
Total	\$1,550,000.00	-	\$254,590.28	\$1,804,590.28

EXHIBIT B

SUPPLEMENT TO MUNICIPAL ADVISORY AGREEMENT

SUPPLEMENT

BY AND BETWEEN

**TOWN OF THOMPSON'S STATION, TENNESSEE
AND
RAYMOND JAMES & ASSOCIATES, INC.**

WHEREAS, Town of Thompson's Station, Tennessee (the "Issuer") and Raymond James & Associates, Inc. (the "Municipal Advisor") have entered into a continuing Municipal Advisory Agreement, dated November 27, 2017 (the "Agreement") (which is incorporated by reference herein) to provide financial advice and assistance to the Issuer on an on-going basis regarding the sale, issuance and administration of its Debt Obligations and perhaps other related projects when needed; and

WHEREAS, the Issuer has adopted a formal Debt Management Policy that requires all professionals involved in a debt transaction to disclose any existing client and business relationships between and among the professionals participating in the transaction and in the interest of transparency, all costs associated with any Debt Obligations undertaken pursuant to the Agreement in a timely manner; and

WHEREAS, the Board of Mayor and Alderman of the Issuer will consider the issuance of not to exceed \$1,550,000 General Obligation Capital Outlay Notes, Series 2018 (the "Notes"), the proceeds which together with any other funds provided by the Issuer will be used to finance in whole or in part, the (i) acquisition of land for public buildings and facilities of the Town, including but not limited to parks and open land areas; (ii) acquisition of all property, real or personal, appurtenant to the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing; (iv) reimbursement to the Municipality for

funds previously expended for any of the foregoing and (v) payment of the costs related to the issuance and sale of such Notes; and

WHEREAS, the Municipal Advisor will assist the Town in the sale and issuance of the Notes through the process required by Section 9, Chapter 21, 101 et seq., Tennessee Code Annotated as supplemented and amended; and

WHEREAS, consistent with this Agreement, the Issuer and the Municipal Advisor have agreed to disclose the proposed fees of the Municipal Advisor and all transaction participants for each transaction undertaken pursuant to this Agreement through a "Supplement" with associated attachments, if any; and

WHEREAS, the Municipal Advisor agreed to provide disclosures including professional relationships among transaction participants, possible conflicts of interest and an estimate of all transaction expenses and participants which are to be memorialized and presented in such Supplement to and Acknowledgement; and

WHEREAS, Bass Berry & Sims PLC will serve as Counsel to the Issuer for the Debt Obligations, it is understood and acknowledged that the Municipal Advisor is represented by Bass Berry & Sims PLC on matters unrelated to the Issuer and such a relationship may continue in the future.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in the Agreement, it is hereby mutually understood and acknowledged by all parties that:

Section 1. Consistent with the Issuer's formally adopted Debt Management Policy and in the interest of full disclosure and transparency, the foregoing disclosure supplements those included in the Agreement and is made and hereby acknowledged and is fully disclosed.

Section 2. It is hereby acknowledged that a copy of the services, service providers and estimated costs related to the sale, issuance and delivery of the Debt Obligations contemplated by this Supplement is attached hereto.

Section 3. A State Form CT-0253 (the "Form") depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at the closing and delivery of the Debt Obligations, presented to the Board of Mayor and Aldermen of the Issuer at its next scheduled meeting following the delivery of the Debt Obligations and filed with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

THOMPSON'S STATATION, TENNESSEE

By: _____
Name: Corey Napier
Title: Mayor
Dated:

RAYMOND JAMES & ASSOCIATES, INC.

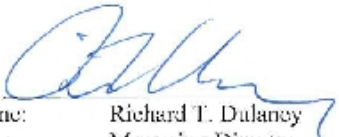
By: 
Name: Richard T. Dulaney
Title: Managing Director
Public Finance // Debt Investment Banking
Date: January 25, 2018

EXHIBIT A

TOWN OF THOMPSON'S STATION, TENNESSEE

\$1,550,000¹

GENERAL OBLIGATION CAPITAL OUTLAY NOTES, SERIES 2018

Consistent with the terms of the Issuer's formally adopted Debt Management Policy and in the interest of full transparency, the following disclosure is made with respect to the sale and issuance of the Debt Obligations.

The services, service providers and estimated costs related to the sale and issuance of the Debt Obligations are as follows:

	<u>Activity</u>	<u>Provider</u>	<u>Total</u>
Municipal Advisor:		Raymond James	\$7,500
Bond Counsel:		Bass, Berry & Sims PLC	<u>10,000</u>
Estimated Total:			<u>\$17,500</u>

State Forms CT-0253 depicting the actual costs of issuance and actual underwriter's compensation will be prepared and executed at closing and delivery of the Debt Obligations, presented to the Board of Mayor and Alderman of the Issuer at their next scheduled meeting following the delivery of the Debt Obligations and filed by Bass, Berry & Sims with the Tennessee Comptroller of the Treasury's Director of State and Local Finance in a timely fashion as required by prevailing State law.

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¹ This is a not to exceed amount which is subject to revision and adjustment.

EXHIBIT C

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

February 13, 2018

Town of Thompson's Station, Tennessee
Thompson's Station, Tennessee
Attention: Corey Napier, Mayor

**Re: Issuance of Not to Exceed \$1,550,000 in Aggregate Principal Amount of
General Obligation Capital Outlay Notes.**

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the Town of Thompson's Station, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced notes (the "Notes") and supercedes that certain engagement letter approved on November 27, 2017. We understand that the Notes are being issued for the purpose of providing funds necessary to finance the project identified in a resolution authorizing the Notes adopted on February 13, 2018 (the "Resolution") and to pay costs of issuance of the Notes, as more fully set forth in the Resolution. We further understand that the Notes will be sold by informal bid.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Notes, the source of payment and security for the Notes, and the excludability of interest on the Notes from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Notes, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Notes, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Notes.
5. Prepare and review the notice of sale pertaining to the sale of the Notes, if any.

Our Bond Opinion will be addressed to the Issuer and the original purchaser of the Notes and will be delivered by us on the date the Notes are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Notes and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of a disclosure document with respect to the Notes, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Notes.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Notes.
- g. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Notes).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Notes. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Notes.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Notes. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Notes as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes. The firm currently represents the Issuer's municipal advisor, Raymond James & Associates, Inc., on unrelated matters. Execution of this letter will signify the Issuer's consent to our representation of Raymond James & Associates, Inc., and others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$10,000 for the Notes. Our fees may vary: (a) if the principal amount of Notes actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Notes is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

**TOWN OF THOMPSON'S STATION,
TENNESSEE:**

BASS, BERRY & SIMS PLC:

By: _____
Corey Napier, Mayor

By: _____
Karen Neal, Member

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, Jennifer Jones, certify that I am the duly qualified and acting Town Recorder of the Town of Thompson's Station, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on February 13, 2018; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$1,550,000 General Obligation Capital Outlay Notes of said Municipality.

WITNESS my official signature and seal of said Municipality on this the 13th day of February, 2018.

Town Recorder

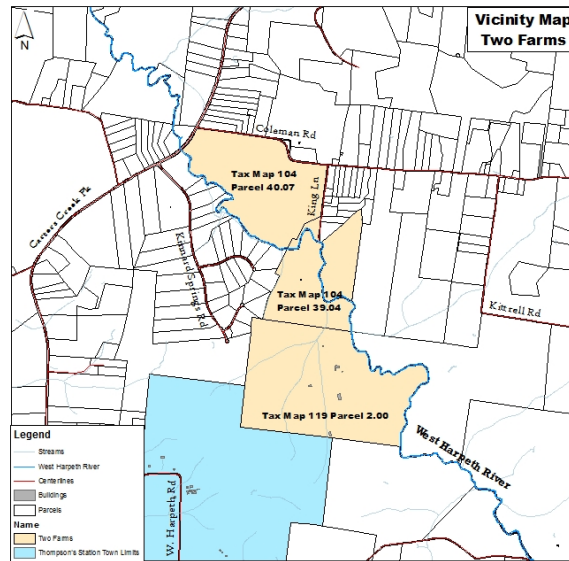
(SEAL)

**Thompson's Station Board of Mayor and Aldermen
February 13, 2018- (Rezone 2018-001)**

Zoning request for Two Farms at Thompson's Station to zone 686.92 acres to the TC (transect community) zone located 1350 King Lane (104 040.07; 104 039.04; and 119 002.00) and 1770 West Harpeth Road (a portion of Tax Map 119 Parcel 001.00) to develop a residential community with a golf course and ancillary uses.

PROJECT DESCRIPTION

A request from Beacon Land Development was submitted to zone three parcels totaling 686.92 acres to TC (Transect Community) to develop a mixed-use community with a golf course. The project site is located between Coleman Road and West Harpeth Road, east of Carter's Creek Pike.



PURPOSE OF A ZONING MAP AMENDMENT OR REZONING REQUEST

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

Changing the zoning of a particular parcel will allow the owner of the parcel to develop or use their property based on the corresponding use table within the Land Development Ordinance (Table 4.1 Land Use and Building Type). The Planning Commission evaluated the request and based on the request’s consistency with the General Plan is making a formal recommendation to the Board of Mayor and Aldermen with contingencies.

ZONING

Three parcels (Tax Map 104 Parcel 40.07, Tax Map 104 Parcel 39.04 and Tax Map 119 Parcel 002.00) for a total of 686.92 acres were annexed by referendum in December 2016 and are not zoned. The property is part of a larger area intended for development of a transect community that would offer a variety of housing options along with a golf course and other nonresidential uses. The applicant is requesting to zone these parcels as the TC (transect community) district.

The transect is a district that is intended to allow multiple zoning options within a community that will define the physical form and character. Depending on the community type, the zones are determined by the standards within the Land Development Ordinance for the community type, such as a hamlet set forth in Table 2.3.

TABLE 2.3 COMMUNITY TYPES, AREAS AND CIVIC SPACE

STANDARDS COMMUNITY TYPES	SIZE (ACRES)	TYPE OF MAIN CIVIC SPACE	CIVIC SPACE % OF AREA	ZONING DISTRICTS (PERCENT OF COMMUNITY AREA)			
				T1 OR T2	T3	T4	T5
HAMLET	10 – 60	Green or Square	0 - 5%	60% min.	10 - 20%	10 - 20%	0 - 10%

The minimum open space (or T1/T2 zones) is 60% within the hamlet and the remaining land will be allocated into the remaining zones (T3, T4 and T5). The T3 – Neighborhood Low Intensity consists of “low density residential areas, with some mix of use, home occupations and accessory buildings. The T4 – Neighborhood Medium Intensity consists of a “mix of neighborhood commercial and service uses, but is primarily mixed density residential” with a range of building types. The T5 – Neighborhood High Intensity consists of “higher density mixed-use buildings that accommodate retail, offices, townhouses and apartments.” (See Section 1.2.6 for full definitions of each transect zone).

STAFF FINDINGS

The subject site is located south of Coleman Road, north of West Harpeth and currently developed with a single-family residence and formerly zoned RP – 1 (Rural Preservation 1) under the County zoning. The property south of the subject site is zoned Transect Community (TC). The land surrounding the subject property north, east and west is located within the County and is predominantly zoned Rural Preservation RP-1 which is one unit an acre or zoned Rural Preservation (RP)- 5 which is one unit per five acres.

Zoning this property to TC would be consistent with the existing zoning previously adopted for the properties south to State Route 840. The proposed project is a multi-phase project that is intended to include these properties and the land south of West Harpeth, adjacent to State Route 840. The TC zone can provide the mechanism to create a mixed-use development that permits not only a variety of housing and civic options, but has the potential for commercial uses too. Development of the property as proposed in the draft concept plan consists of 17 hamlets with T5 zoning for the ancillary uses related to the golf course. The future development of the property to the south of West Harpeth Road, if developed as part of this project includes additional area for T5 zoning, however the majority of the project consists of T3 and T4 zoning with the required T2 for open space. Given the characteristics of the proposed community including preservation of land, inclusion of civic spaces and development in conjunction with the development standards for each transect district, Staff is supportive of the rezone. However, several constraints exist within the project area and further technical studies related to traffic and biological/natural resources will be required. No development will or should occur or be approved prior to the evaluation of these necessary studies are reviewed by the Town.

LAND DEVELOPMENT CODE AMENDMENT

The Land Development Ordinance does not have any standards for the development of golf courses. In the interest of public health, safety and welfare in regulating land uses so that any potential impacts are reduced, Staff believes it’s necessary to identify standards to ensure

approval of any golf courses would not negatively impact the surrounding land uses and overall community. Therefore, Staff recommends appropriate regulations be incorporated into the Land Development Ordinance to regulate golf courses.

Staff recommends the following definition: “golf course: an area of land for playing golf with at least nine holes that may include a driving range, putting green and other ancillary uses to support the golf course, such as beverage and food concessions, comfort stations, restaurant and related retail establishments not intended to serve the needs of the general public.” Staff would also recommend the inclusion of standards for the golf course use to include the following:

1. Development features (including structures, fairways, greens, service facilities) shall be located to minimize impacts to the adjacent properties.
2. Any non-residential structures shall be set back 75 feet from any property line of a residential lot.
3. The golf course shall comply with landscaping standards within Section 4.14 and shall include a semi-opaque screen buffer between non-residential structures and residential lots.
4. Ancillary uses shall be limited to practice and short game areas, sale and consumption of food and beverage on the premises, comfort stations, and the sale and rental of golf equipment unless otherwise permitted by the zoning.
5. No more than 50% of the golf course can be counted toward the total open space requirement.

RECOMMENDATION

The Planning Commission recommends that the Board of Mayor and Aldermen zone these three parcels (Tax Map 104 Parcel 040.07; Tax Map 104 Parcel 039.04; and Tax Map 119 Parcel 002.00) totaling 686.92 acres as TC (transect community) with the following contingencies:

1. An acceptable school building site must be identified and dedicated from within the project site.
2. An acceptable public safety building must be identified and dedicated from within the project site.
3. All proposed trails within the community must be made to allow for future connections to the public trail system.
4. The wastewater treatment facility must be located in an area at least 1000 feet away from any property line.
5. All off-site infrastructure improvements necessary to serve this project will be paid for entirely by the applicant.

The Planning Commission also recommends that the Board of Mayor and Aldermen amend the Land Development Ordinance to establish a definition for golf course and establish development standards for golf courses as follows:

Section 1.3

Golf Course - an area of land for playing golf with at least nine holes that may include a driving range, putting green and other ancillary uses to support the golf course, such as beverage and food concessions, comfort stations, restaurant and related retail establishments not intended to serve the needs of the general public.

Section 4.11.14 Golf Course Standards

1. Development features (including structures, fairways, greens, service facilities) shall be located to minimize impacts to the adjacent properties.
2. Any non-residential structures shall be set back 75 feet from any property line of a residential lot.
3. The golf course shall comply with landscaping standards within Section 4.14 and shall include a semi-opaque screen buffer between non-residential structures and residential lots.
4. Ancillary uses shall be limited to practice and short game areas, sale and consumption of food and beverage on the premises, comfort stations, and the sale and rental of golf equipment.
5. No more than 50% of the golf course can be counted toward the total open space requirement.

ATTACHMENTS

Ordinance 2018-006

Zoning Plan

Hamlet Plan

Conceptual Master Plan

ORDINANCE NO. 2018-006

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO ZONE 686.92 ACRES TO THE TC (TRANSECT COMMUNITY) ZONE LOCATED AT 1350 KING LANE (TAX MAP 104 PARCEL 040.07; TAX MAP 104 PARCEL 039.04; AND TAX MAP 119 PARCEL 002.00) AND 1770 WEST HARPETH ROAD (A PORTION OF TAX MAP 119 PARCEL 001.00).

WHEREAS, a request to zone 686.92 acres of land comprised of three parcels as the TC (Transect Community) zone; and

WHEREAS, the Planning Commission has reviewed this request and determined that the proposed zoning is consistent with the adjacent zoning within the town and recommends the TC zone for the development of hamlets on this property with the following contingencies:

1. An acceptable school building site must be identified and dedicated from within the project site.
2. An acceptable public safety building must be identified and dedicated from within the project site.
3. All proposed trails within the community must be made to allow for future connections to the public trail system.
4. The wastewater treatment facility must be located in an area at least 1000 feet away from any property line.
5. All off-site infrastructure improvements necessary to serve this project will be paid for entirely by the applicant.

WHEREAS, the Board of Mayor and Aldermen has reviewed the General Plan and the Land Development Ordinance and has determined, based upon the recommendations of staff, the Planning Commission and the record as a whole, that the proposed TC zone is appropriate for the property and will not have a deleterious effect on the Town to permit development consistent with this zoning designation.

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

Section 1. That the Town of Thompson's Station's Zoning Map is hereby amended by adopting the changes as incorporated herein. After final passage, Town Staff is directed to incorporate these changes into an updated, codified Zoning map.

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

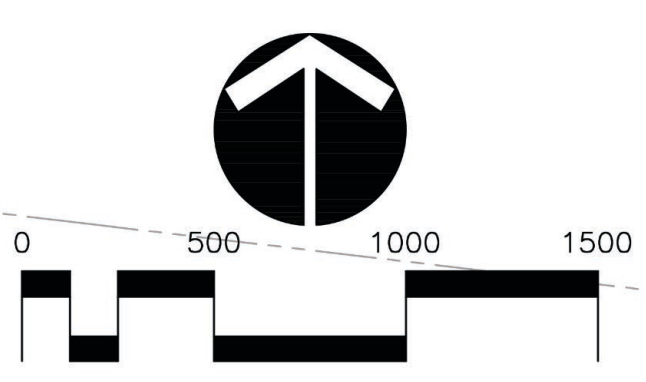
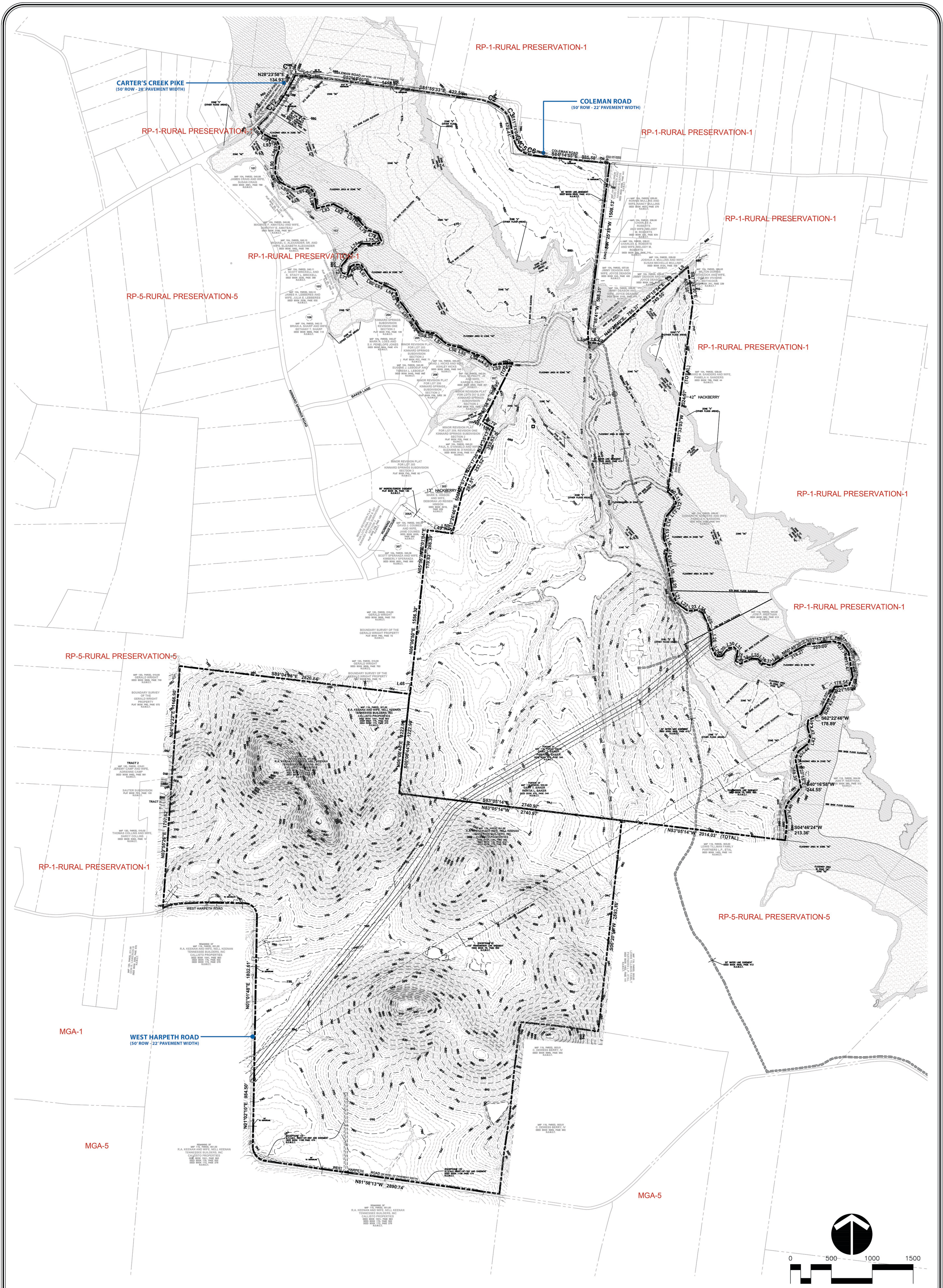
Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2018, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2018.

Recommended for approval by the Planning Commission on the 23rd day of January 2018.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



ZONING EXHIBIT	JOB NO.	WK. ORDER	REVISIONS
	14110	0403	
	DESIGNED:	B. SMITH	
	DRAWN:	D. SIEBERG	
Z1	SCALE:	1"=500'	TOWN OF THOMPSON'S STATION, TENNESSEE
	DATE:	JAN. 05, 2018	
	RAGAN SMITH		
LAND PLANNERS • CIVIL ENGINEERS LANDSCAPE ARCHITECTS • SURVEYORS			
NASHVILLE 315 WOODLAND STREET P.O. BOX 80070 NASHVILLE, TN 37208 (615) 244-8591			
CHATTANOOGA 1410 COWART STREET SUITE 200 CHATTANOOGA, TN 37408 (423) 490-9400			

MASTER PLAN SUMMARY

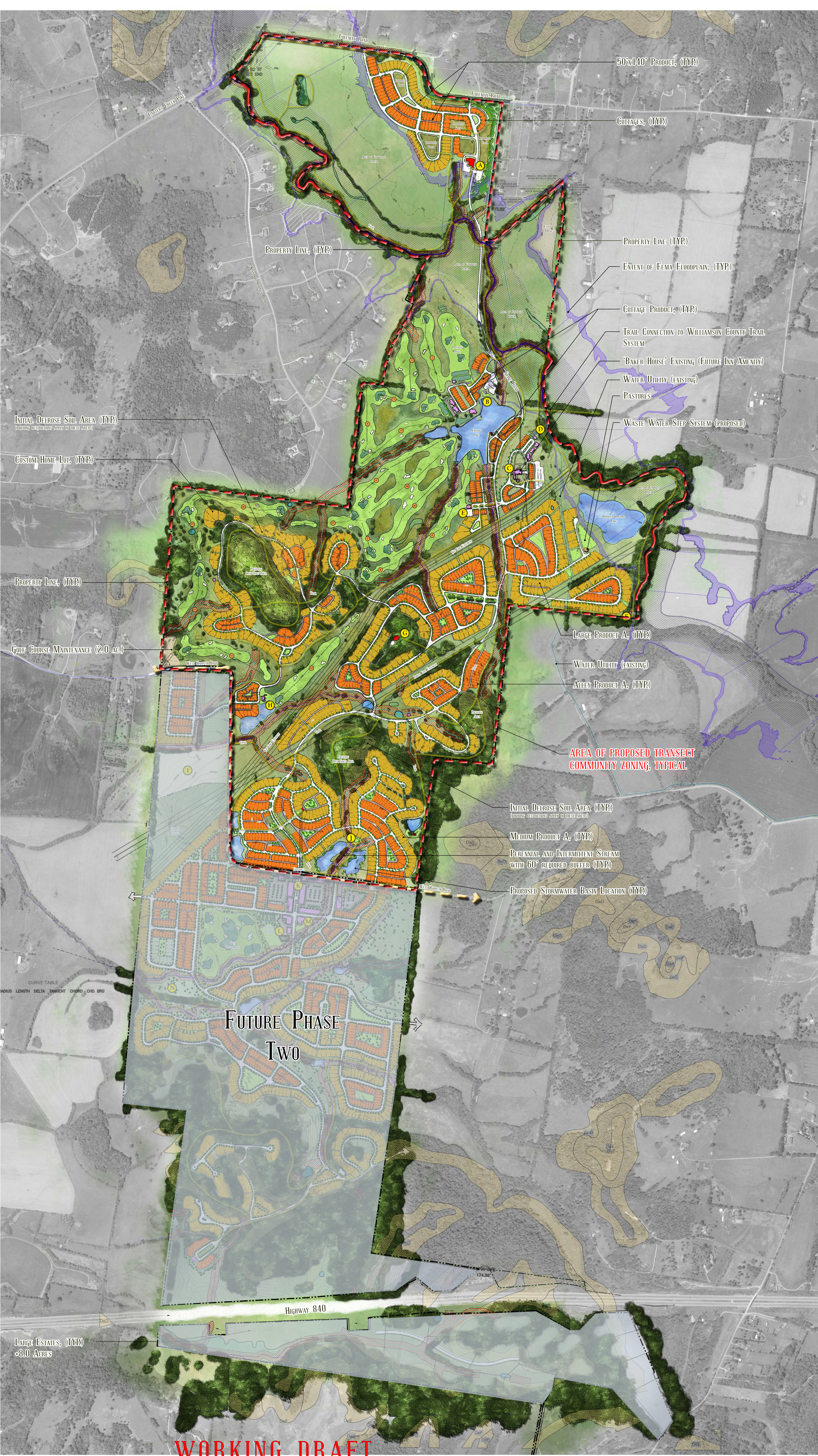
AMENITIES:

- A CULINARY VILLAGE**
 - Organic Working Farm
 - (30) Culinary Cottages
 - Farm to Table Restaurant
 - Trail Connectivity
 - Culinary School
- B GOLF CLUB CORE (10,000 sf)**
 - Golf Shop
 - Men's and Womens Locker Rooms
 - Restaurant and Bar
 - Golf Cottages
- C THE INN**
 - (12) Guest Suites
 - Community Event & Dining Spaces
 - Hilltop and Lake Front Cottages
- D SPA (10,000 sf)**
 - Spa Wellness and Pool Area
- E THE BARN (3,500 sf)**
 - Event and Gathering Space
 - Chef's Garden
 - Golf Comfort Station
- F EAGLE'S NEST RETREAT**
 - Trail Destination Overlooking West Harpeth River
- G HILLTOP OVERLOOK**
 - Trail Destination to Community Water Tower Overlooking Golf Course
- H THE SILO'S (2,500 sf)**
 - Event & Gathering Space
 - Golf Comfort Station
- I FUTURE PHASE TWO: SCHOOL AND ADMINISTRATIVE BUILDINGS (20 acres)**
- J FUTURE PHASE TWO: TWO FARMS PARK**
 - Trail Destination and Community Open Space
- K FUTURE PHASE TWO: MARKET STREET**
 - Mixed Use Regional Gathering Space
 - 100,000 sf of Shops, Restaurants, Offices, and Live/Work Residential Space
- L FUTURE PHASE TWO: TWO FARMS RECREATIONAL CENTER (15,000 sf)**
 - Indoor and Outdoor Recreation, Ice Rink, and Family Golf Park
- M COMMUNITY CENTER**
- N COMMUNITY GARDEN SPACE**

LEGEND:

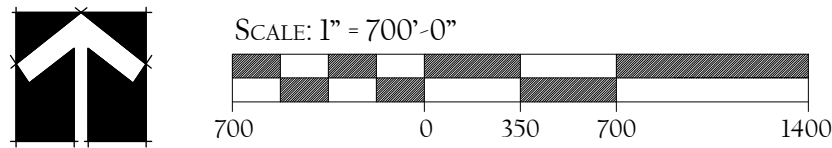
- EXISTING ROADWAYS
 - PROPERTY BOUNDARY
 - TRAIL NETWORK (CONNECTED TO REGIONAL TRAIL SYSTEM)
 - NEIGHBORHOOD ROAD
 - ALLEY
- 17 MILES

RESIDENTIAL SUMMARY:



TWO FARMS
AT THOMPSON'S STATION

CONCEPTUAL MASTER PLAN
APPLICANT: BEACON LAND DEVELOPMENT
CONTACT: MICHAEL ABBOTT



December 15, 2017



This aerial map illustrates a proposed community zoning area, outlined by a red dashed line. The area is divided into numerous numbered lots, with some lots (1-13) highlighted in purple and others (14-30) in light blue. The map includes several labels and annotations:

- T2 REMAINING RECREATIONAL OPEN SPACE, (IYP) (OUTSIDE OF HAMLET)**: Located in the upper left corner.
- T2 RECREATIONAL OPEN SPACE, (IYP)**: Located on the left side, near the center.
- DEVELOPED AREA, (IYP)**: Located on the left side, near the bottom.
- AREA OF PROPOSED TRANSECT COMMUNITY ZONING, TYPICAL**: Located on the right side, near the center.
- FUTURE PHASE Two**: Located in the lower center, with an arrow pointing to the right.
- CURVE TABLE**: Located in the lower left corner, with a table listing various curve data.
- ADJUSTED LENGTH DELTA TANGENT CHORD CHD BIRD**: Located in the lower left corner, below the curve table.
- 174.58'**: A dimension line indicating a specific length, located near the bottom center.

The map also shows surrounding features such as roads, fields, and wooded areas, providing context for the proposed zoning area.

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: February 8, 2018
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: Littleberry Development Wastewater Request

The Town has received a wastewater request for a residential subdivision located on Pantall Road. The request is to deviate from the Town's "system of choice" and construct an onsite sequencing batch reactor (SBR) plant manufactured by Aqua Aerobics, Inc.

The ability of the Board to consider the request falls under the Town's Water and Sewers ordinance which states the following:

18-106. Ownership. All of the components of the wastewater reclamation and reuse system, including the collection system, shall be dedicated, owned and operated by the Town of Thompson's Station or a designated agent.

18-130. Applicability. The Town has selected deep cell, long duration aerated lagoon treatment followed by irrigation as its wastewater reclamation and reuse system of choice. Use of systems other than the above will not be prohibited, but will be considered when a developer shows that the use of the system of choice will cause an economic hardship. If a developer proposes to use other wastewater treatment processes, they shall prepare a detailed written explanation containing both technical, and capital and operating cost evaluations justifying its use. Final approval of all systems shall lie with the mayor and board of aldermen of the town.

The request includes cost estimates for the construction of the proposed 30,000gpd SBR system, annual operating costs, and sludge production. The preliminary concept plan shows a need for approximately 3.5 acres of drip fields onsite which will have to be verified through the preliminary engineering process when submitted to the Tennessee Department of Environment and Conservation (TDEC) for the State Operating Permit (SOP). The Town's wastewater engineer has reviewed the request and made several observations that need to be addressed during the engineering phase. These observations include drip field line spacing, sludge generation and handling, effluent storage, influent screening, and effluent filtering.

Aqua Aerobics is a well-known name in the wastewater industry and has been researched by the Town in the past during similar wastewater requests. Staff is comfortable with the requested technology and, if BOMA agrees, would recommend allowing the applicant to proceed with developing a preliminary engineering report for staff review and submittal to TDEC.

However, on January 22nd, the Board voted during the approval of the land purchase that no additional taps would be approved until the Town completed the repair to Cell #1 at the Regional Plant and a professional engineering study be completed regarding future wastewater service in Town. Staff is asking for further clarification on if individual site-specific wastewater facilities will be considered during our wastewater engineering study.



Engineering Report

Litteberry Wastewater Treatment Facility

SOP – State Operating Permit

Gravity Sanitary Sewer Collection, Sequential Batch Reactor Treatment & Land Drip Dispersal System

for

**Great Tennessee Land Co.
Thompson Station, TN**

SEC, Inc.

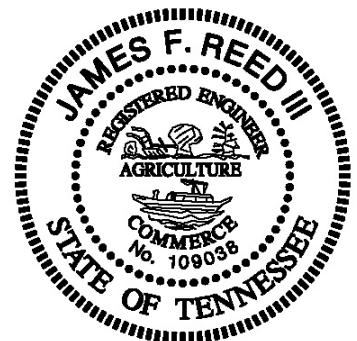
SITE ENGINEERING CONSULTANTS

ENGINEERING • SURVEYING • LAND PLANNING

850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129

PHONE (615) 890-7901

WWW.SEC-CIVIL.COM

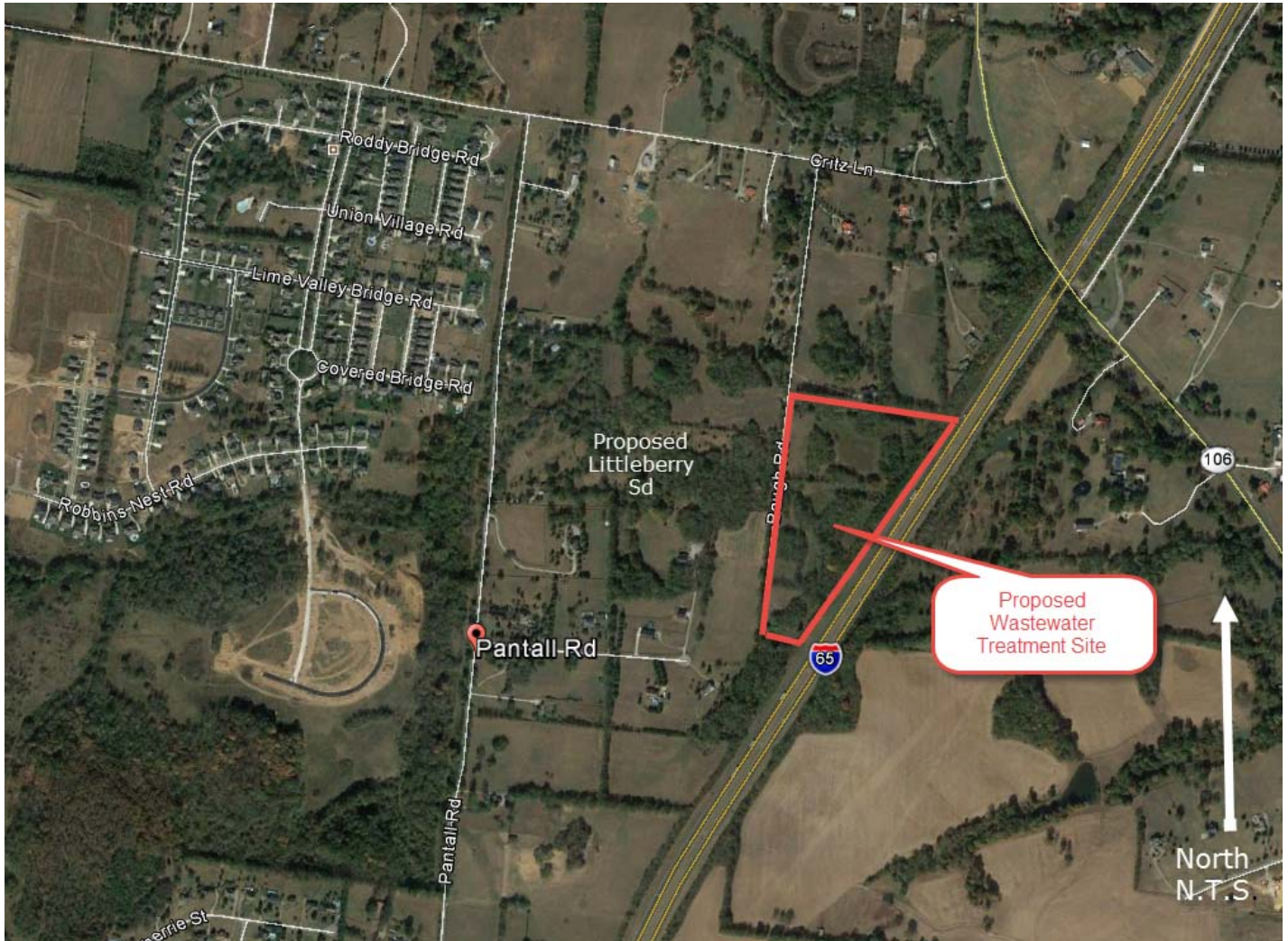


Section Index

- 1 General Information of Wastewater Treatment Options
- 2 Wastewater Effluent Calculations
- 3 Wastewater Treatment
- 4 Effluent Disposal
- 5 Effluent Storage
- 6 Summary of Opinion of Projected Cost

1 General Information of Wastewater Treatment Options

Site Location



The proposed Littleberry Wastewater Treatment Facility is located at 2634 Baugh Lane. This report will outline wastewater treatment effluent flow of 30,000 gpd. SBR Sequential Batch Reactor was selected as the wastewater treatment option for this area due to the nature of wide range of variable treatment. (IE solids handling, meeting TDEC limits, ease of operation, and minimum sludge volumes). In addition, the manufacturer and equipment are local to the Tennessee service area.

SBR wastewater treatment: (Effluent flow 30,000gpd)

1. **Domestic Wastewater Flow (30,000gpd)**
3,750 gal Pre Equalization Tank
29,000 gal AquaSBR
10,455 gal Post Equalization Tank
3,000 gal Final Dose Tank
Ultra Violet Disinfection Building

The wastewater (effluent) at each home will drain to a common gravity collection line. The wastewater is then collected from Littleberry Subdivision ultimately discharging into a common settling tank (headworks). At this point the solids will be separated / settled to the bottom of tank thus allowing the gray water to flow to the equalization tank, SBR tank for the advanced filter treatment. The effluent is then pumped from the final dose tanks through ultra violet disinfection. Once disinfection has taken place, the effluent is pumped to suitable land for underground drip dispersal for land application for the final treatment of the wastewater. The land application area includes 7 drip dispersal zones @ 4,260 LF per zone. In addition, this site will contain reserve area approximately 3.44 acres. Drip dispersal is designed for 30,000 gpd.

Deep Cell Lagoons were eliminated as an option due to the following reasons:

- a. The soil type in this region is not conducive to deep cells. IE Rock etc
- b. Lagoon systems require more land than any other wastewater treatment method.
- c. Wastewater seepage into groundwater potentially a problem
- d. Potential for sinkholes in the region to appear and damage the liner etc due to the karst features
- e. Produce undesirable odors unless provisions are made to minimize the escaping gases, IE algae blooms
- f. Require a relatively long detention time for organic stabilization due to the slow growth rate of the methane formers and sludge digestion
- g. Lagoons are also sensitive to temperature fluctuations
- h. Lagoons are not very effective at removing heavy metals
- i. Unless properly maintained lagoons can provide breeding grounds for mosquitoes and other insects

2 Wastewater Effluent Calculations

Daily Flow

Number of 3-BR Buildable Residential Lots	87 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	26100 gpd
Min requirement	30000 gpd
additional capacity	3900 gpd

Land Application Area

Land Application Area	0.2 gal/sf/day*
Total Area Required	150000 s.f.
or	3.44 acres

* assumed soil absorption rate

Number of Required Zones

Length per zone (@ 5' o.c.)	4260 L.F.
Number of Zones	7.0 Zones

Land Reserve Area

Area per lot	100% S.F./lot
Total Area Required	150000 S.F.
or	3.44 acres

Total Soils Area Required (Land Application + Reserve)

300000 s.f.	6.89 acres
-------------	------------

The land application area includes 7 drip dispersal zones @ 4,260 LF per zone. In addition, this site will contain reserve area approximately 3.44 acres. Drip dispersal is designed for 30,000 gpd.

3 Wastewater Treatment

Sequential Batch Reactors (SBR)

30,000 gpd design

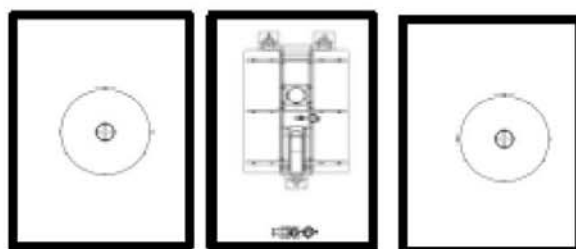


AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Preliminary Layout

Design #150058

AquaSBR®



Pre-EQ

Post-EQ

Aeration & Mixing | Biological Processes | Filtration | Membranes | Process Control & Monitoring | Aftermarket Parts & Services

6306 N. Alpine Rd. Loves Park, IL 61111-7655 p 815.654.2501 f 815.654.2508 www.aqua-aerobic.com



AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company



Process Design Report

THOMPSON STATION TN

Design# 150058

Option: Preliminary SBR (30,000 gpd)

AquaCAM-D®

Combination

Aerator/Mixer/Decanter



December 7th, 2017

Designed By: Mike Nora

Pre-Equalization - Design Summary

PRE-EQUALIZATION DESIGN PARAMETERS

Avg. Daily Flow:	= 0.03 MGD	= 114 m3/day
Max. Daily Flow:	= 0.03 MGD	= 114 m3/day
No. of SBR Reactors:	= 1	
No. of Cycles/Day/Basin (Ncpd):	= 4.0	
Duration of Non-Fill/cycle (Tnf):	= 3.0 Hours/Cycle	
Influent Production Period (Tp):	= 24 Hours/Day	
Storage Retention (Tr):	= 3.0 Hours	

PRE-EQUALIZATION VOLUME DETERMINATION

The storage retention time (Tr) required for equalization has either been given to Aqua Aerobic Systems, Inc. or has been assumed with the data provided. The volume required for equalization/storage (Vs) shall be provided between the high and low water levels of the basins(s) listed above and has been specifically selected such that it will allow interruption of flow to a single basin SBR during its scheduled non-filling phases (React, Settle, and Decant). The storage volume (Vs) has been determined by the following:

$$V_s = (MDF \times Tnf \times 60)/1440 = 3,750 \text{ gal} = (501.3 \text{ ft}^3) = (14.2 \text{ m}^3)$$

The volumes determined in this summary reflect the minimum volumes necessary to achieve the desired results based upon the input provided to Aqua. If other hydraulic conditions exist that are not mentioned in this design summary or associated design notes, additional volume may be warranted.

PRE-EQUALIZATION BASIN DESIGN VALUES

No./Basin Geometry:	= 1 Rectangular Basin(s)		
Length of Basin:	= 19.0 ft	= (5.8 m)	
Width of Basin:	= 13.0 ft	= (4.0 m)	
Min. Water Depth:	= 2.0 ft	= (0.6 m)	Min. Basin Vol. Basin: = 3,695.4 gal = (14.0 m ³)
Max. Water Depth:	= 4.0 ft	= (1.2 m)	Max. Basin Vol. Basin: = 7,445.4 gal = (28.2 m ³)

PRE-EQUALIZATION EQUIPMENT CRITERIA

Mixing Energy with Aerators:	= 30 HP/MG	= (5.9 W/m ³)
NPHP Provided:	= 2	= (1.5 kW)
Max. Flow Rate Required Basin:	= 42 gpm	= (0.158 m ³ /min)
Avg. Power Required:	= 51.7 kW-hr/day	

AquaSBR - Sequencing Batch Reactor - Design Summary

DESIGN INFLUENT CONDITIONS

Avg. Design Flow = 0.03 MGD = 114 m3/day
 Max Design Flow = 0.03 MGD = 114 m3/day

DESIGN PARAMETERS	Influent	mg/l	Effluent			
			Required	<= mg/l	Anticipated	<= mg/l
Bio/Chem Oxygen Demand:	BOD5	250	BOD5	10	BOD5	10
Total Suspended Solids:	TSS	200	TSS	10	TSS	10
Total Kjeldahl Nitrogen:	TKN	40	--	--	--	--
Total Nitrogen:	--	--	TN	5	TN	5
Phosphorus:	Total P	8	Total P	1	Total P	1

SITE CONDITIONS

	Maximum		Minimum		Design		Elevation (MSL)
Ambient Air Temperatures:	85 F	29.4 C	30 F	-1.1 C	85 F	29.4 C	600 ft
Influent Waste Temperatures:	72 F	22.2 C	54 F	12.2 C	68 F	20.0 C	182.9 m

SBR BASIN DESIGN VALUES

			Water Depth			Basin Vol./Basin		
			Min			Min		
No./Basin Geometry:	= 1 Rectangular Basin(s)		Min	= 12.6 ft	= (3.8 m)	Min	= 0.021 MG	= (81.4 m³)
Freeboard:	= 2.0 ft	= (0.6 m)	Avg	= 17.0 ft	= (5.2 m)	Avg	= 0.029 MG	= (109.8 m³)
Length of Basin:	= 19.0 ft	= (5.8 m)	Max	= 17.0 ft	= (5.2 m)	Max	= 0.029 MG	= (109.8 m³)
Width of Basin:	= 12.0 ft	= (3.7 m)						

Number of Cycles: = 4 per Day/Basin (advances cycles beyond MDF)
 Cycle Duration: = 6.0 Hours/Cycle
 Food/Mass (F/M) ratio: = 0.078 lbs. BOD5/lb. MLSS-Day
 MLSS Concentration: = 4500 mg/l @ Min. Water Depth
 Hydraulic Retention Time: = 0.966 Days @ Avg. Water Depth
 Solids Retention Time: = 16.8 Days
 Est. Net Sludge Yield: = 0.729 lbs. WAS/lb. BOD5
 Est. Dry Solids Produced: = 45.6 lbs. WAS/Day = (20.7 kg/Day)
 Est. Solids Flow Rate: = 40 GPM (547 GAL/Day) = (2.1 m³/Day)
 Decant Flow Rate @ MDF: = 214.0 GPM (as avg. from high to low water level) = (13.5 l/sec)
 LWL to CenterLine Discharge: = 1.0 ft = (0.3 m)
 Lbs. O2/lb. BOD5 = 1.25
 Lbs. O2/lb. TKN = 4.60
 Actual Oxygen Required: = 124 lbs./Day = (56.3 kg/Day)
 Avg. Power Required: = 187.9 KW-Hrs/Day

Post-Equalization - Design Summary

POST-SBR EQUALIZATION DESIGN PARAMETERS

Avg. Daily Flow (ADF):	= 0.03 MGD	= (114 m ³ /day)
Max. Daily Flow (MDF):	= 0.03 MGD	= (114 m ³ /day)
Decant Flow Rate from (Qd):	= 214 gpm	= (0.8 m ³ /M)
Decant Duration (Td):	= 35 min	
Number Decants/Day:	= 4	
Time Between Start of Decants:	= 360 min	

POST-SBR EQUALIZATION VOLUME DETERMINATION

The volume required for equalization/storage shall be provided between the high and the low water levels of the basin(s). This Storage Volume (Vs) has been determined by the following:

$$V_s = [(Q_d - (MDF \times 694.4))] \times T_d = 6,761 \text{ gal} = (903.9 \text{ ft}^3) = (25.6 \text{ m}^3)$$

The volumes determined in this summary reflect the minimum volumes necessary to achieve the desired results based upon the input provided to Aqua. If other hydraulic conditions exist that are not mentioned in this design summary or associated design notes, additional volume may be warranted.

Based upon liquid level inputs from each SBR reactor prior to decant, the rate of discharge from the Post-SBR Equalization basin shall be pre-determined to establish the proper number of pumps to be operated (or the correct valve position in the case of gravity flow). Level indication in the Post-SBR Equalization basin(s) shall override equipment operation.

POST-SBR EQUALIZATION BASIN DESIGN VALUES

No./Basin Geometry:	= 1 Rectangular Basin(s)			
Length of Basin:	= 19.0 ft	= (5.8 m)		
Width of Basin:	= 13.0 ft	= (4.0 m)		
Min. Water Depth:	= 2.0 ft	= (0.6 m)	Min. Basin Vol. Basin:	= 3,695.0 gal = (14.0 m ³)
Max. Water Depth:	= 5.7 ft	= (1.7 m)	Max. Basin Vol. Basin:	= 10,455.8 gal = (39.6 m ³)

POST-SBR EQUALIZATION EQUIPMENT CRITERIA

Mixing Energy with Aerators:	= 15 HP/MG	= (3 W/m ³)
NPHP Provided:	= 2	= (1.5 kW)
Max. Flow Rate Required Basin:	= 21 gpm	= (0.079 m ³ /min)
Avg. Power Required:	= 32.9 kW-hr/day	

Equipment Summary

AquaSBR: Pre-Equalization

Transfer Pumps/Valves

2 Submersible pump assembly(ies) consisting of the following items:

- 2.4 HP Submersible Pump(s) with painted cast iron pump housing, discharge elbow, and multi-conductor electrical cable.
- Manual plug valve(s).
- 3 inch diameter swing check valve.
- Galvanized steel slide rail assembly(ies).

Aerators

1 AquaJet Aerator(s) will be provided as follows:

- 2 HP Model FSS Aqua-Jet Aerator(s) including electrical cable.

Aerator Mooring

1 Aerator Restrained Mooring Assembly(ies) consisting of:

- Galvanized steel restrained mooring frame(s).
- #12 AWG-four conductor electrical service cable(s).
- Vinyl electrical cable float(s).
- Electrical cable strain relief grip(s), 2 eye, wire mesh.
- 4" Schedule 40 galvanized restrained mooring post(s) with base plate.

Level Sensor Assemblies

1 Pressure Transducer Assembly(ies) each consisting of:

- Submersible pressure transducer(s).
- Mounting bracket weldment(s).
- Transducer mounting pipe weldment(s).

1 Level Sensor Assembly(ies) will be provided as follows:

- Float switch(es).
- Float switch mounting bracket(s).
- Stainless steel anchors.

AquaSBR

Transfer Pumps/Valves

1 Submersible pump assembly(ies) consisting of the following items:

- 2.4 HP Submersible Pump(s) with painted cast iron pump housing, discharge elbow, and multi-conductor electrical cable.
- Manual plug valve(s).
- 3 inch diameter swing check valve.
- Galvanized steel slide rail assembly(ies).

AquaCam-D

1 AquaCAM-D Assembly(ies) consisting of:

- 15 HP Aerator/Mixer/Decanter(s) with fiberglass floats, painted steel power section, and 304 stainless steel restrained mooring frame and weir.
- Aluminum band clamp heater integral to the decanter power section(s).
- 6 inch diameter decant hose assembly.
- 4" schedule 40 galvanized restrained mooring post(s) with base plate.
- #10 AWG four-conductor electrical service cable(s).
- #14 AWG ten-conductor electrical service cable(s).

- 6 inch electrically operated butterfly valve(s) with actuator.

Level Sensor Assemblies

1 Pressure Transducer Assembly(ies) each consisting of:

- Submersible pressure transducer(s).
- Mounting bracket weldment(s).
- Transducer mounting pipe weldment(s).

1 Level Sensor Assembly(ies) will be provided as follows:

- Float switch(es).
- Float switch mounting bracket(s).
- Stainless steel anchors.

Instrumentation

1 Dissolved Oxygen Assembly(ies) consisting of:

- Thermo Fisher RDO dissolved oxygen probe with electric cable. Probe includes stainless steel stationary bracket and retrievable pole probe mounting assembly. One (1) probe per basin.
- Thermo Fisher AV38 controller and display module(s).

AquaSBR: Post-Equalization

Transfer Pumps/Valves

2 Submersible pump assembly(ies) consisting of the following items:

- 2.4 HP Submersible Pump(s) with painted cast iron pump housing, discharge elbow, and multi-conductor electrical cable.
- Manual plug valve(s).
- 3 inch diameter swing check valve.
- Galvanized steel slide rail assembly(ies).

Aerators

1 AquaJet Aerator(s) will be provided as follows:

- 2 HP Model FSS Aqua-Jet Aerator(s) including electrical cable.

Aerator Mooring

1 Aerator Restrained Mooring Assembly(ies) consisting of:

- Galvanized steel restrained mooring frame(s).
- #12 AWG-four conductor electrical service cable(s).
- Vinyl electrical cable float(s).
- Electrical cable strain relief grip(s), 2 eye, wire mesh.
- 4" Schedule 40 galvanized restrained mooring post(s) with base plate.

Level Sensor Assemblies

1 Pressure Transducer Assembly(ies) each consisting of:

- Submersible pressure transducer(s).
- Mounting bracket weldment(s).
- Transducer mounting pipe weldment(s).

1 Level Sensor Assembly(ies) will be provided as follows:

- Float switch(es).
- Float switch mounting bracket(s).
- Stainless steel anchors.

Controls

Controls w/o/Starters

1 Controls Package(s) will be provided as follows:

- NEMA 12 panel enclosure suitable for indoor installation and constructed of painted steel.
- Fuse(s) and fuse block(s).
- Compactlogix Processor.
- Operator interface(s).
- Remote Access Ethernet Modem.



AQUA-AEROBIC SYSTEMS, INC.

Estimated Operation & Maintenance Costs for Thompson Station, TN Design No. 150058 dated December 7, 2017

Qty	Unit	Service Required	Cost/Unit	1 Year	3 Year	5 Year
1	Pre-EQ Aqua-Jet Aerator	Motor grease: per year	\$ 4.00	\$ 4.00		
2	Pre-EQ Transfer Pump	Repair kit: one/5 Years	\$ 229.00			\$ 458.00
1	SBR AquaCam-D	Motor grease: per year	\$ 4.00	\$ 4.00		
1	SBR AquaCam-D	Actuator,Capacitor,Limit Switch replacement /3 yrs	\$ 719.00		\$ 719.00	
1	SBR Decanter	Replace:Actuator,Capacitor,Limit Switch/3 years	\$ 719.00		\$ 719.00	
1	SBR D.O. Sensors	Replace: sensor head one/year	\$ 126.00	\$ 126.00		
1	SBR Sludge Pump	Repair kit	\$ 229.00			\$ 229.00
1	Post-EQ Aqua-Jet Aerator	Motor grease: per year	\$ 4.00	\$ 4.00		
2	Post-EQ Transfer Pump	Repair kit	\$ -			\$ -
1	Controller	Replace Relays, Switches, Fuses /Year	\$ 50.00	\$ 50.00		
1	Controller	Replace Microprocessor Battery One/3 Years	\$ 26.00		\$ 26.00	

EQUIPMENT TOTALS:	1 Year	3 Year	5 Year
	\$ 188.00	\$ 1,464.00	\$ 687.00

Power Costs of all equipment as proposed: **

275 = Kilowatt hours/day

Estimated \$/kwhr \$ 0.08 \$ 8,030

Estimated General Operation & Maintenance***

10.6 = Man Hours/week for Process Testing

2 = Man Hours/week for General Plant Cleanup and Routine Maintenance

Notes

* Stand-by blower unit included in estimate for budget purposes. Maintenance costs of stand-by unit may be reduced based upon the actual hours of operation.

** This is based upon operation at 100% of design conditions.

***The values listed are for estimating purposes only. The actual amount of operator attention provided will be dependent upon local requirements and the size of the staff available for testing.

All estimates are based upon equipment maintenance and operation in accordance with the O & M instructions provided by Aqua-Aerobic Systems. They are based on typical SBR installations with a normal preventative maintenance schedule for the equipment. The actual maintenance man hours required for each project will vary depending upon site and climate conditions, which may alter the frequency of the maintenance schedule.

4 Effluent Disposal

The effluent will be treated by SBR, continuing with ultraviolet disinfection, and pumped to drip dispersal fields. In the SBR, the effluent receives the majority of its treatment. The effluent passes through the SBR before it is pumped through a disc filter and ultraviolet light / disinfection, effectively destroying bacteria and viruses before releasing it in a subsurface drip irrigation system. At this point, the soil continues to provide treatment on an already cleaned effluent.

Daily Flow

Number of 3-BR Buildable Residential Lots	87 lots
Daily Flow for 3-BR	300 gpd/lot
Daily Flow	26100 gpd
Min requirement	30000 gpd
additional capacity	3900 gpd

Land Application Area

Land Application Area	0.2 gal/sf/day*
Total Area Required	150000 s.f.
or	3.44 acres

* assumed soil absorption rate

Number of Required Zones

Length per zone (@ 5' o.c.)	4260 L.F.
Number of Zones	7.0 Zones

Land Reserve Area

Area per lot	100% S.F./lot
Total Area Required	150000 S.F.
or	3.44 acres

Total Soils Area Required (Land Application + Reserve)

300000 s.f.	6.89 acres
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The USDA soils map on following pages references the soils area for the above 6.89 acres required for the 30,000 gpd design.



Wastewater Treatment and Land Application Area
Land Application Area only for 30,000 gpd design

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
ArB	Armour silt loam, 2 to 5 percent slopes	1.5	5.4%
CkC	Culleoka silt loam, 5 to 12 percent slopes	0.4	1.3%
Gu	Gullied land	0.0	0.1%
HbC2	Hampshire silt loam, 5 to 12 percent slopes, eroded	0.3	0.9%
HeD2	Hampshire-colbert silt loams, 12 to 20 percent slopes, eroded	0.2	0.6%
Hu	Huntington silt loam, phosphatic	0.6	1.9%
InC3	Inman silty clay loam, 5 to 12 percent slopes, severely eroded	2.5	8.8%
InE3	Inman silty clay loam, 20 to 30 percent slopes, severely eroded	0.4	1.5%
Lp	Lindell silt loam, 0 to 2 percent slopes, occasionally flooded	3.4	12.0%
SrC3	Stiversville clay loam, 5 to 12 percent slopes, severely eroded	7.8	27.5%
StB2	Stiversville silt loam, 2 to 5 percent slopes	6.1	21.6%
StC2	Stiversville silt loam, 5 to 12 percent slopes, eroded	5.2	18.4%
Totals for Area of Interest		28.4	100.0%

5 Effluent Storage

Tennessee Department of Environment and Conservation (TDEC) require 24 hours of storage volume for drip dispersal. With drip dispersal as the effluent disposal, the project would not be required to have additional effluent storage unlike spray irrigation.

30,000 gal Effluent Storage

SBR REQUIRED STORAGE		
Domestic	30000	gpd
Required Storage	30000	gal.
PROVIDED STORAGE		
Pre EQ tank	3,750	
Aqua SBR Tank	29000	gal.
Post EQ tank	10,455	gal.
Dose Tank Size	3,000	gal.
Storage Provided	46,205	gal.
EXCESS STORAGE	16205	gal.

6 Summary of Opinion of Projected Cost

SBR Sequential Batch Reactor:

- I. **30,000 gal system projected cost as follows:**
 - a. The cost to build a 30,000 gpd system is approximately **\$ 607,500**
Which includes (\$225,000 parts /start up, \$230,000 concrete tankage, and \$152,500 grading, plumbing, electric etc) excluded from the total cost is the land application via (drip irrigation, pumps, tankage and ultra violet disinfection)
 - b. The projected operation cost per year is approximate **\$8,218/year**
(\$8,030 electric + \$ 188 1st year maintenance) = \$8,218 not included is man hours
 - c. Estimated dry solids (sludge) to be hauled off is approximately **45.6 lbs/day**



MEMO

DATE: January 25, 2018
TO: Board of Mayor and Aldermen
FROM: Wendy Deats, Town Planner
SUBJECT: Update to Sign Standards within the LDO (File; Zone Amend: 2018-001).

The Planning Commission held work sessions in April and June 2017 to discuss amending the sign standards. On July 25, 2017, the Planning Commission recommended to the Board of Mayor and Aldermen a new section for the sign standards. On September 12, 2017, the Board of Mayor and Aldermen passed the proposed sign standards on first reading. However, after further discussion during the second reading on October 10, 2017, the Board requested that the Planning Commission review the amendment again.

On October 30, 2017, a Planning Commission work session was held to further discuss potential changes to the standards. Staff modified the standards to add some clarity to the language and establish time limitations on a maximum timeframe for temporary signs.

On November 28, 2018, the Planning Commission reviewed the changes and is recommending adoption of the proposed sign standards.

On January 9, 2018, the Board of Mayor and Aldermen reviewed the sign standards and after discussion did not pass the recommended amendments to the sign standards.

Therefore, Staff is providing the amended standards which passed first reading in September 2017 for review by the Board of Mayor and Aldermen.

RECOMMENDATION

Staff recommends that the Board of Mayor and Aldermen adopt Ordinance 2018-004 amending Section 4.17 (Sign Standards) within the Land Development Ordinance.

ATTACHMENT

Ordinance 2018-004

4.17 Sign Standards; Purposes and Intent.

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

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

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

The purposes and intent of this section are as follows:

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

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

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

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

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

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

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

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

Billboard. Any permanent off-site sign.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.17.2 General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.17.3 Prohibited Signs.

The following signs are prohibited in all zoning districts:

(a) Signs which resemble or conflict with traffic control signs or by use of words, phrases, symbols or shape interfere with or may confuse traffic.

(b) Pylon signs.

(c) Bandit signs or any signs attached to public or utility poles, fences or walls visible from a public right-of-way.

(d) Billboards and other off-premises signs, unless specifically authorized herein.

(e) Moving, revolving or flashing signs.

(f) Searchlights.

(g) Inflatable signs.

(h) Roof signs.

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

4.17.4 Permitted Signs

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

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

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

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

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

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

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

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

(8) Any signs otherwise expressly permitted by state or other applicable law.

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

(1) *Subdivision entrance signs.* Such signs shall be located at the primary entrance(s) to a development as identified on a preliminary plan approved by the planning commission. The signs shall be located on private property within a platted sign or landscape easement or within the subdivision's common open space. The sign location shall be subject to the approval of the planning commission. Such signs shall be maintained by an established homeowners' or property owners' association.

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

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

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

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

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

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

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

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

(5) *Non-commercial flags.*

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

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

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

TABLE 4.25 GENERAL TRANSECT SIGN RESTRICTIONS						
SIGN TYPE	T3	T4	T5	NUMBER	MAX. SIGN AREA	MAX. COPY HEIGHT
Auxiliary			P	1	10 s.f.	n/a
Awning		P	P	1 sloping plane plus 1 valence per awning	75% of sloping plane; 75% of valence	16 in. on sloping plane; 8 in. on valence
Banner			P	1 per frontage	48 s.f.	n/a
Canopy			P	1 per canopy	2 s.f. per linear foot of shop-front	30 in. max.
Directional		P	P	n/a	12 s.f.	n/a
Display Case			P	1 per business	6 s.f.	n/a
Fuel Pricing				1 per business	32 s.f.	n/a
Marquee			P	1 per entry	n/a	n/a
Monument			P	1 per frontage	36 s.f.	n/a
Projecting		P	P	1 per tenant	6 s.f.	8 in.
Sidewalk / Sandwich		P	P	1 per tenant	9 s.f.	n/a
Suspended		P	P	1 per entry	6 s.f.	8 in.
Wall			P	1 per frontage	3 s.f. per 1 linear ft. up to 90% of the building width	18 in. / 36 in. for more than one line of copy
Window		P	P	1 per window	25% of glazed area	12 in.

TABLE 4.26 GENERAL USE DISTRICT SIGN RESTRICTIONS

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

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

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

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

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

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

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

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

Specifications: See Table 4.26

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

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

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

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

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

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

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

(6) Non-commercial flags.

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

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

TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS





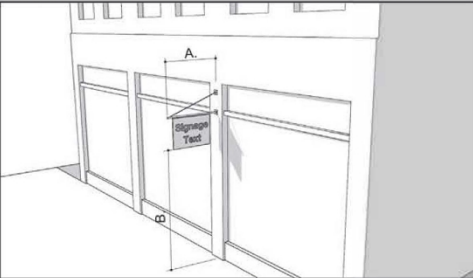
AWNING SIGN		
Requirements	A. Valence sign area must maintain a 1 in. border.	
CANOPY SIGN		
Requirements	<p>A. Canopy signs copy may not exceed 30 in. in height.</p> <p>B. Canopy signs may be externally illuminated or neon.</p> <p>C. Fixtures must be shielded to prevent glare.</p> <p>D. Conduit, raceways,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

TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS

PROJECTING SIGN

Requirements

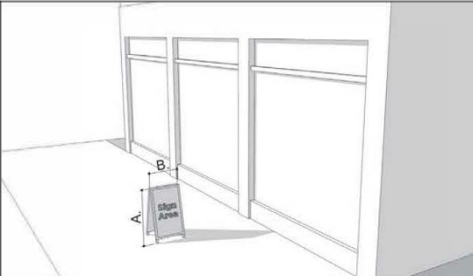
- A. Projecting signs may project up to 2 ft. from the facade.
- B. Projecting signs must maintain 8 ft. clearance above sidewalk.
- C. Projecting signs may be double sided.



SIDEWALK SIGN

Requirements

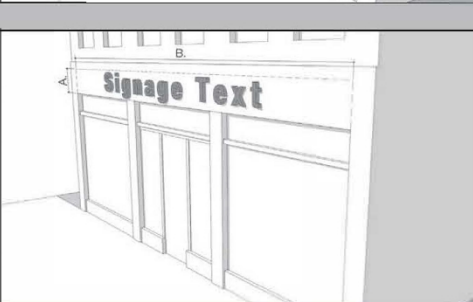
- A. Sign height may not exceed 42 in.
- B. Sign width may not exceed 30 in.
- C. Signs may not be located within 3 ft. of curb.



WALL SIGN

Requirements

- A. Wall signs copy may not exceed 18 in. in height.
- B. Wall signs may be up to 90% of the building width.
- C. Wall signs may be externally illuminated.
- C. Fixtures must be shielded to prevent glare.
- D. Conduit, raceways, and wiring may not be exposed to view from the sidewalk.



WALL MURAL SIGN

Requirements

- A. Only text or graphics painted directly on the wall or a graphic mural are permitted.
- B. Sign width is restricted to 50 ft. maximum.
- C. Sign height is restricted to building height.

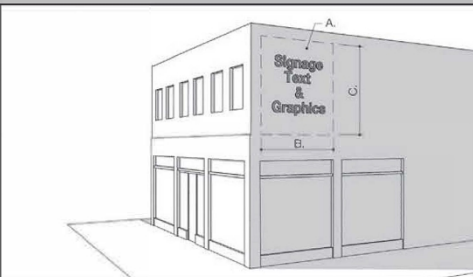


TABLE 4.27 SPECIFIC TRANSECT ZONING DISTRICT SIGN REGULATIONS	
WINDOW SIGN	
Requirements	<p>A. Window signs may not exceed 25% of the glazed area.</p> <p>B. Copy text may not exceed 12 in. in height.</p> <p>C. The following window signs are permitted: letters painted directly on the window, neon signs, LED signs, signs hung behind the glass, vinyl applique letters applied to the window.</p>



4.17.6 Administration and enforcement.

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

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

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

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

4.17.6 Severability clause

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

ORDINANCE NO. 2018-004

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 4.17 (SIGN STANDARDS) WITHIN THE LAND DEVELOPMENT ORDINANCE

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

WHEREAS, the Planning Commission has reviewed these proposed amendments to the sign standards (Exhibit A);

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2018, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2018.

Recommended for approval by the Planning Commission on the 28th day of November 2017.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



MEMO

DATE: January 31, 2018

TO: Board of Mayor and Aldermen

FROM: Wendy Deats, Town Planner

SUBJECT: Request by Alderman Shepard to amend the LDO.

In January 2017, the Planning Commission reviewed a request submitted by Aldermen Shepard to revise the Land Development Ordinance. Work sessions to discuss the revisions were held in April and May and the request was considered in August and September and as a result of the need for further discussion, another work session was held in October.

On October 24, 2017, the Planning Commission recommended a portion of the amendment to the Board of Mayor and Aldermen.

On November 14, 2017, the Board of Mayor and Aldermen reviewed the recommendation and passed on first reading of Ordinance 2017-015 as proposed by the Planning Commission. However, a request was made to keep the language excluded from the Planning Commission recommendation in the staff report for further discussion.

On January 9, 2018, the Board of Mayor and Aldermen held a public hearing and passed on second reading Ordinance 2017-005. Aldermen Shepard has requested the Board of Mayor and Aldermen consider an amendment to include the language which was not recommended by the Planning Commission. Text as follows:

4.1.1 Intent

Social and economic factors will change over time, as will the size and composition of the Town's population. These changes may alter housing preferences and influence the size, quality, and type of homes in demand at any point in time. This Land Development Ordinance is designed to help the Town ensure land use decisions are made in alignment with its long-term development goals.

Short-term market forces should not override the long-term development goals of the Town of Thompson's Station. It is the Town's desire that Single-Family Detached units remain the primary dwelling type in Thompson's Station while simultaneously providing a significant amount of diverse and affordable housing in the form of small detached single-family homes, townhouses, apartments, and condominiums.

4.1.2 Minimum Number Of Single-Family Detached Dwelling Units

- a. The total minimum number of non-modular single-family detached units in all zoning districts throughout the Town of Thompson's Station, excluding the "Town Center" G3 Targeted Growth Sector, shall not be less than 75% of the total number of dwelling units within the Town of Thompson's Station.***

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

RECOMMENDATION

Staff recommends that the Board of Mayor and Aldermen make a determination on the request.

ATTACHMENT

Ordinance 2018-005

ORDINANCE NO. 2018-005

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND SECTION 4.1.1 (INTENT) AND INCORPORATE AN ADDITIONAL SECTION 4.1.2 (MINIMUM NUMBER OF SINGLE-FAMILY DETACHED DWELLING UNITS) WITHIN THE LAND DEVELOPMENT ORDINANCE

WHEREAS, the following changes were proposed to the text of the Town's Land Development Ordinance ("LDO"):

4.1.1 Intent

Social and economic factors will change over time, as will the size and composition of the Town's population. These changes may alter housing preferences and influence the size, quality, and type of homes in demand at any point in time. This Land Development Ordinance is designed to help the Town ensure land use decisions are made in alignment with its long-term development goals.

Short-term market forces should not override the long-term development goals of the Town of Thompson's Station. It is the Town's desire that Single-Family Detached units remain the primary dwelling type in Thompson's Station while simultaneously providing a significant amount of diverse and affordable housing in the form of small detached single-family homes, townhouses, apartments, and condominiums.

4.1.2 Minimum Number Of Single-Family Detached Dwelling Units

The total minimum number of non-modular single-family detached units in all zoning districts throughout the Town of Thompson's Station, excluding the "Town Center" G3 Targeted Growth Sector, shall not be less than 75% of the total number of dwelling units within the Town of Thompson's Station.

WHEREAS, the Planning Commission has reviewed these proposed amendments and no recommendation was made; and

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the ____ day of _____, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2018, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2018.

APPROVED AS TO FORM AND LEGALITY:

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: February 5, 2018
TO: Board of Mayor and Aldermen
FROM: Wendy Deats, Town Planner
SUBJECT: Jarvis Environmental Graphics Contract

The Town's Parks and Recreation Advisory Board approved the Preservation Park Master Plan in March 2017. As part of implementation of the master plan, an RFP was advertised for the design and construction of an entry sign. The RFP was released for public notice in November 2017 and two firms submitted a proposal for an entry sign: Jarvis Environmental Graphics and Palladium Signs. Both proposals were reviewed by the Parks Board at the January 2018 meeting and Jarvis Environmental Graphics was selected.

The Board approved the proposal with a contingency that the total cost for this project is not to exceed \$15,690.00. The funding for the design work will be covered by the money available in the Parks budget for park improvements, therefore, no request for additional money is necessary.

BOMA Action:

Staff recommends approval of Resolution 2018-007 and the proposed contract as presented.

**CONTRACT FOR THE CONSTRUCTION AND INSTALLATION OF AN ENTRY
SIGN FOR PRESERVATION PARK**

THIS CONTRACT made this ____ day of _____ 2018, by and between **Jarvis Award, Sign & Flag Company, a Tennessee corporation** (hereinafter "Contractor"), and the **Town of Thompson's Station**, a Tennessee municipal corporation (hereinafter "Town").

WHEREAS, the Town has advertised and received responses to Request for Proposals ("RFP") for the construction and installation of the Preservation Park Entrance Sign (the "Project"); and

WHEREAS, the Town has selected Contractor for the Project.

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

Section 1. Scope of Work; Amendments – The Contractor shall furnish all the materials and perform all of the work described in the response to the RFP, specifically the design and construction of an entry monument for Preservation Park. A diagram of the monument sign to be built and Contractor's response to the RFP is attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between this Agreement and the above-referenced documents, the terms of this Agreement shall be controlling.

The Contractor shall be responsible for coordinating with Town staff to perform the work and to identify the exact location of the sign.

The Scope of Work may be amended by approval of a new or additional Work Orders, provided that any such amendment must be approved by Resolution of the Town's Board of Mayor and Aldermen. No additional or extra work shall be authorized without the prior written approval of the Town. The parties understand and agree that future projects involving additional services and/or construction supervision may require a new agreement.

Section 2. Compensation – The Contractor's fee for the Project is **\$15,690.00**. The Town shall pay Contractor a fifty-percent (50%) deposit upon the execution of this Contract and the Contractor will invoice the Town for the remaining balance after completion of the Project.

No sub-contractors have been identified by the Contractor and Contractor shall be solely responsible for the performance of all work performed under this Contract.

Section 3. Time of Completion – The work to be performed under this Contract shall be commenced as soon thereafter as reasonably possible and Contractor shall perform all work as expeditiously as is consistent with professional skill and care. Contractor shall complete Project not later than March 15, 2018.

Section 4. Ownership of Project Documents – All documents, including but not limited to, all drawings, plans, bid and construction documents, produced by the Town and/or Contractor, including any subcontractor, pursuant to this Contract shall be and remain the

property of the Town, except that the Contractor may retain a copy of any documents upon completion of the Project. Contractor represents that it has the right to use all products or services furnished under this Contract and that such use does not infringe upon any copyright, trademark, service mark or patent.

Section 5. Insurance Requirements – The Contractor shall procure and maintain for the duration of the Agreement, at his/her own expense, insurance indicating sufficient Commercial General Liability coverage, with a minimum of \$1,000,000 per occurrence, \$1,000,000 per project and \$2,000,000 annual aggregate, with an endorsement naming the Town as additional insured and furnish to the Town a Certificate of Insurance indicating such coverage. The Contractor is to furnish a Certificate of Insurance indicating coverage under a Workman's Compensation Policy that meets the State Minimum Requirements. The Contractor is responsible for work-related injuries of the Contractor's employees and subcontractors. The Contractor must provide all equipment and supervision for this Agreement and assume responsibility for all uninsured subcontractors. The policies described herein shall be issued by insurance companies that are licensed to conduct business in the State of Tennessee. The Contractor must provide a thirty-day prior notice of cancellation, non-renewal, or material change in coverage.

Section 6. Compliance with Laws – The Contractor must comply with all applicable federal, state, and local laws.

Section 7. Indemnity Requirement – The Contractor agrees to protect, defend, and save the Town, its elected and appointed officials, agents, employees, and volunteers harmless from and against any and all claims, demands, and causes of action of any kind or character, including the cost of their defense, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of or in any way resulting from the act or omissions of the Contractor and/or its agents, employees, subcontractors, representative or the Town under this Contract. Contractor shall also indemnify and hold harmless the Town for and against any claims of infringement of an intellectual property right.

Section 8. Independent Contractor - The relationship of Contractor to the Town will be that of an independent contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the Contract.

Section 9. Assignment - Except as expressly permitted above, under no circumstances may the Contractor assign or transfer its interest in this Contract, including assigning work to subcontractors, without prior written consent of the Town.

Section 10. Term; Termination - The Term of this Contract shall begin on the date it is executed and shall continue until completion unless terminated as follows:

(a) *Convenience.* The Town may terminate this Contract at the Town's convenience upon seven (7) days written notice to the Contractor.

(b) *Breach; Default.* The Town or Contractor may terminate or cancel this Contract

for any breach of the terms herein.

Notice and compensation in event of Termination. Upon receipt of notice of termination, Contractor shall immediately discontinue all work and services hereunder and upon payment for work performed, deliver to the Town all documents, data, reports, plans, computer files and other information accumulated in performing this Contract, whether complete or incomplete. The Town shall pay the Contractor for all work and services through the time of notice of termination and for any work necessary to compile and deliver the above documents to the Town.

Section 11. Miscellaneous. (a) *Applicable laws; jurisdiction; venue.* The laws of the State of Tennessee will govern this Contract and the Chancery Court for Williamson County, Tennessee, shall have jurisdiction and be the appropriate venue for any action arising out of this Contract.

(b) *Severability.* If any provision of this Contract is held unenforceable, the remaining portions shall remain in full force and effect.

(c) *Entire agreement.* This Contract represents the entire agreement between the parties, and expressly replaces, supersedes, and cancels any prior oral or written agreement or communications on this subject matter. In the event of any conflicts between the Contract terms and any attachments or exhibits hereto, the Contract terms shall be controlling, even if the attachments or exhibits are more specific.

(d) *Amendments; Waiver.* Other than as specified herein, this Contract may only be supplemented, modified, or waived in a writing signed by all parties. The waiver by a party of any performance by the other party, or of any of a party's rights hereunder, shall not be, and shall not be deemed to be, a waiver of any subsequent obligation of performance, default, or right of the same or similar kind.

(e) *Force Majeure.* Neither party shall be responsible to the other for any delay in performance or non-performance due to any cause such as flood, fire, explosion, natural disaster, act of God, act of terror, or any other cause beyond its control, providing such delay or non-performance could not be avoided by the reasonable endeavors of the party seeking relief by reason thereof.

(f) *Attorneys fees.* In the event it is necessary for the Town to file suit to enforce the terms of this Contract, it shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

(g) *No Collusion.* Contractor warrants that it has not employed or retained any person or company other than a bona fide employee, to solicit or secure this Contract and has not paid or agreed to pay any person, company, or other entity a fee or commission resulting from the award of this Contract.

(h) *No Conflict of Interest.* Any work performed by the Contractor's employees, sub-consultants or contractors, on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder. It is the responsibility of the Contractor to inform the Town of any business

relationship which may be construed as a conflict of interest. Any conflict of interest may be a cause for immediate termination of the Contract.

(i) *Standard of care.* Contractor shall at all times exercise at least reasonable care, skill, diligence and professional competency for the work and services provider under this Contract.

(j) *Non-discrimination.* The Town is an equal opportunity affirmative action employer, drug-free workplace, with policies of nondiscrimination on the basis of race, sex religion, color, national or ethnic origin, age disability, or military service. Contractor agrees that it does not and shall not, in the performance of its duties herein, discriminate against any employee or applicant for employment because of age, race, sex, national origin, ancestry or disability as defined by federal or state law.

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

Town of Thompson's Station

Jarvis Award, Sign & Flag Company

BY _____
Corey Napier, Mayor

BY _____
Rebecca Jarvis, President

EXHIBIT "A"
SCOPE OF WORK



Client
Company: Thompson Station
Attn: Wendy Deats
Address: 1550 Thompson Station Road
Thompson's Station, TN 37179
Project: Park Sign

Tel: 615.794.4333
Fax:
Email: wdeats@thompsons-station.com

Quote #: 8151
Date: 11/8/17

Page: 1 of 2

Item #	Qty	Description	Unit Price	Total
1	1	FABRICATED ALUMINUM CABINET WITH CURVE TOP PAINTED ON ALL SIDES. COPY, BORDER AND LOGO TO BE 3/8" THICK ALUMINUM CUT OUT AND ATTACHED WITH HARDWARE. SIGN IS DOUBLE SIDED. LOWER SECTION TO BE BLOCK AND STONE WITH LIMESTONE TOPPER STONE TO MATCH MAIN CITY ENTRANCE SIGN. CONCRETE FOOTER AND REBAR WITH 4" SQUARE STEEL POST TO HOLD SIGN IN PLACE. COST SHOWN INCLUDES INSTALLATION.	\$ 15,690.00	\$ 15,690.00

CITY TO PROVIDE TAX EXEMPT FORM.
CITY TO PROVIDE OWN PERMITS.

Contract for Sale of Goods and or Services

This Contract for Sale of Goods and or Services is made Wednesday, November 8, 2017
by and between: Thompson Station with its principal place of business
located at: 1550 Thompson Station Road (Buyer) and Jarvis Award, Sign and Flag Co., with its
principal place of business at 113 old Hickory Blvd. Madison, TN 37115 (Seller).

Jarvis Award, Sign and Flag Co. agrees to provide the goods and or services in this quote. Buyer agrees to pay for the goods and or services in this quote. In the event of non payment by the buyer, the buyer agrees to pay any and all legal fees related to the collection of payment and accrued prejudgment interest from the date of invoice.

Printed Name

Signature

Company Name

Date

Notes:

In order to proceed with order this quote must have Printed Name, Signature, Company Name and Date. Without this we will not proceed with order.

50% deposit needed before commencing project. Deposit: \$ 7,845.00

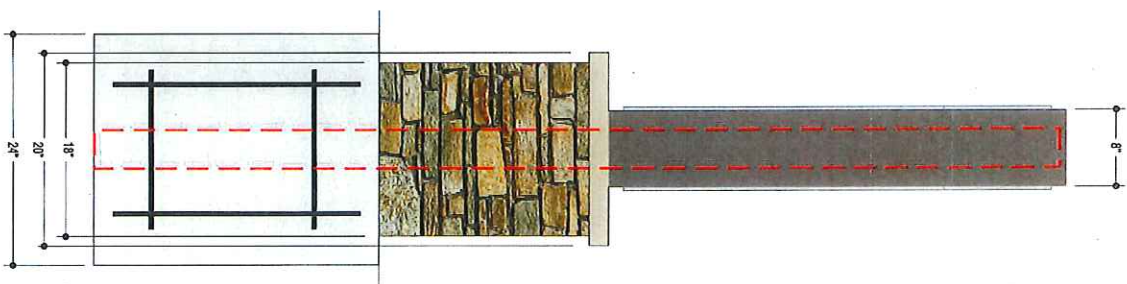
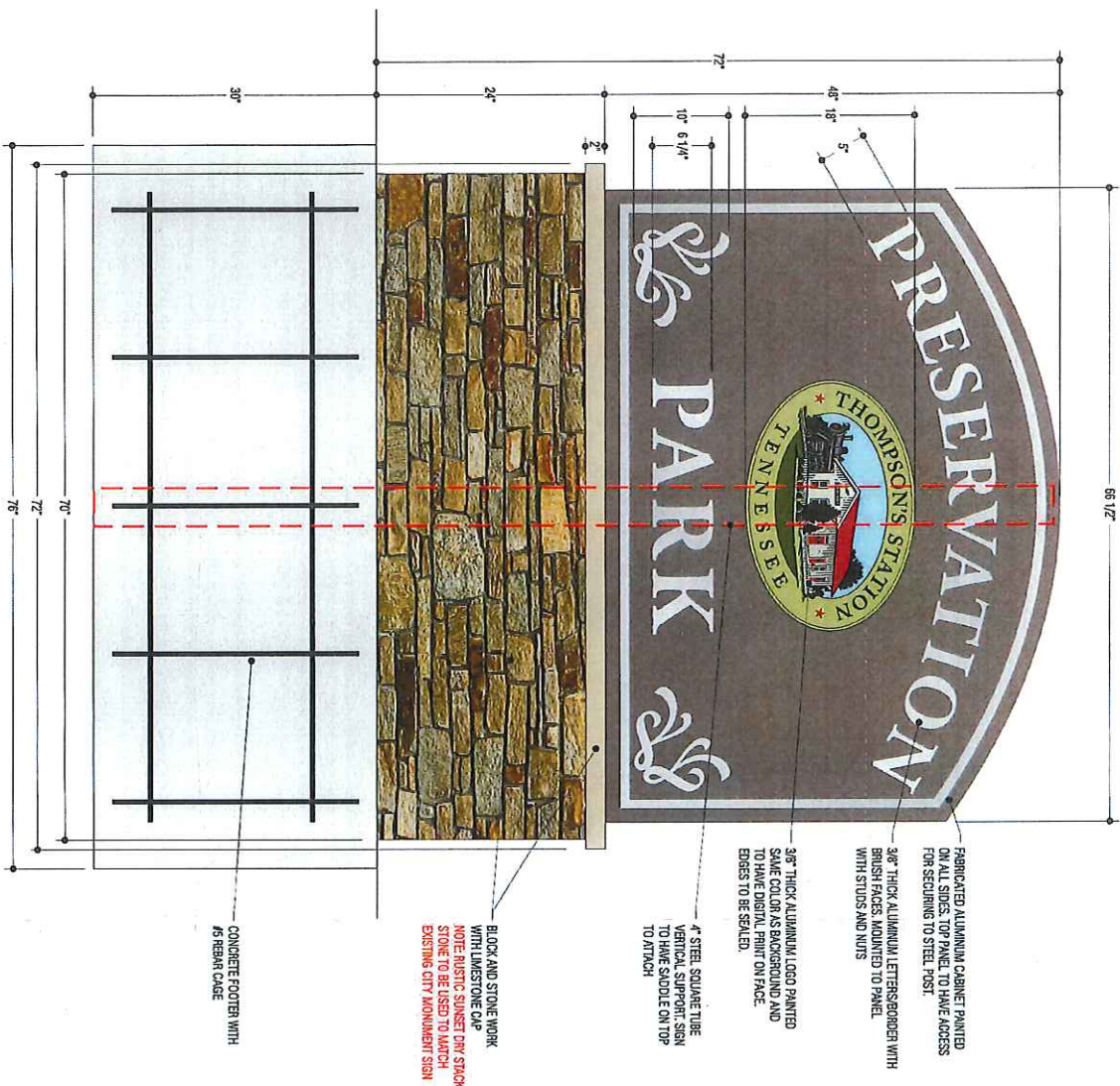
Lead time will be 4-6 weeks unless otherwise specified.

Please make checks payable to Jarvis Signs, Inc.

Sub-Total: \$ 15,690.00
Installation:
Taxes
Total: \$ 15,690.00

☐ Estimate Accepted As Shown. Please Proceed with Order.☐ Changes Required, please contact me.

310 Madison Street | Madison, TN 37115
Tel: 615.865.6062 | Fax: 615.865.6083 | www.jarvis signs.com



COLORS



jarvis
environmental graphics

113 old hickory Blvd. e.
murfreesboro, tn 37135
615-865-0683
615-865-0683

sign planning • wayfinding • signage
www.jarvisigns.com
a division of Jarviss Sign Company

Customer:
Thompson's Station
1550 Thompson's Station Rd W
Thompson's Station, TN 37179
Attn: Wendy Deats

Date:
10/31/2017

Sign Type:
Park Entrance Panel

Revisions:
No. Date

File Location:
JRG Designs\Thompson Station\Thompson Station\Thompson Station Park

Drawn By:
Jeb Puente

Page No.:
1

Scale:
1" = 1' on tabloid size paper

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RESOLUTION NO. 2018-007

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO APPROVE A CONTRACT WITH JARVIS AWARD, SIGN & FLAG COMPANY
FOR THE DESIGN AND CONSTRUCTION OF AN ENTRANCE SIGN FOR
PRESERVATION PARK**

WHEREAS, the Town has publicly advertised and solicited requests for proposals for the design and construction of a monument entrance sign at Preservation Park (the "Project"); and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve a contract with Jarvis Award, Sign & Flag Company to design and build the Project.

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

That the Mayor is authorized to execute the attached contract with Jarvis Award, Sign & Flag Company for the design and construction of an entrance sign at Preservation Park.

RESOLVED AND ADOPTED this ____ day of February, 2018.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney



DATE: February 7, 2018
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Joe Cosentini, Town Administrator
SUBJECT: TA Report 02/13/2018

Critz Lane Re-alignment:

Town staff met with Parchman Construction to discuss the timeline for completion of the project. The temporary water line has been installed and they are working on getting the new water line in place. This is scheduled to be completed by February 28th. Once the new waterline is installed they can complete the excavation necessary to tie together the old roadway with the new. The excavation will require the roadway to be completely closed during this process. Estimated time from road closure to re-opening is 30 days, weather permitting. We will be doing public outreach to let residents know that the West end of Critz Lane will be closed for the month of March. The goal is to have Critz Lane open and the signal operating when everyone returns from Spring Break.

Schedule is as follows:

- | | |
|---|-------------|
| • Complete install of new water line | February 28 |
| • Complete onsite excavation (prior to closure) | March 2 |
| • CLOSE CRITZ LANE | March 5 |
| • Complete excavation | March 20 |
| • Finish install of base stone | March 21 |
| • Complete paving | March 26 |
| • Complete signage/stripping | March 29 |
| • REOPEN CRITZ LANE | March 30 |
| • Seed/Punchlist | April 13 |

Development Discussions:

Pleasant Creek – Staff has met with the Pleasant Creek development team on several occasions to discuss their re-zoning application to the Transect Community district and to discuss potential wastewater solutions for the property.

Town Center – We have had preliminary discussions with a few stakeholders in the Town Center area regarding timelines for the start of the planning/design effort.

Twice Daily – The Twice Daily development continues to work through code compliance with staff and will still need to make a wastewater request to the Board of Mayor and Aldermen.

FY2017 Audit:

The FY2017 audit has been completed and, once again, shows no material findings. Hard copies will be distributed to all members once they are received.

Work sessions:

Reminder that we will be holding a work session on February 26th @ 7PM. The topic of this session will be focused on revenues and budgeting in preparation of starting the FY2019 budget. In addition, Ralph Cross from the Municipal Technical Advisory Service (MTAS) will be in attendance to give a presentation on our wastewater rate analysis they conducted last year.



Town of Thompson's Station
Cash Balance Report
As of January 31, 2018

	<u>December 2017</u>	<u>January 2018</u>
General Fund:		
Checking Account	119,686	572,954
Money Market Investment Accounts	6,455,106	6,077,652
	<hr/>	<hr/>
Total General Fund Cash	6,574,793	6,650,606
Less: Developer Cash Bonds Held	(169,300)	(169,300)
Less: County Mixed Drink Tax Payable	(1,082)	(1,041)
Less: Debt Principal Payments Due within 12 Months	(115,300)	(115,300)
Less: Hall Tax Refund Owed to State	(257,653)	(254,153)
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(280,046)	(283,186)
Less: Capital Projects (Project Budget)		
New Town Hall Construction Docs (75,600)	(29,620)	(29,620)
Critz Lane Realignment Construction (1,400,000+200,000)	(971,179)	(847,990)
Critz Lane Redesign (596,000)	(207,120)	(184,720)
Clayton Arnold / T. S. Rd E Intersection (38,750)	(2,900)	(2,900)
Parks (265,000)	(132,725)	(118,923)
	<hr/>	<hr/>
Cash Available - General Fund	4,407,868	4,643,473
	<hr/>	<hr/>
Wastewater Fund:		
Checking Account	108,977	56,624
Money Market Investment Accounts	2,648,338	2,574,226
	<hr/>	<hr/>
Total Wastewater Fund Cash	2,757,315	2,630,850
Less: Lagoon Clean Out (Professional Fees) (419,580+236,700)	(197,250)	(120,206)
Less: Debt Principal Payments Due within 12 Months	(111,111)	(111,111)
Less: Capital Projects	-	-
	<hr/>	<hr/>
Cash Available - Wastewater Fund	2,448,954	2,399,533
	<hr/>	<hr/>
Total Cash Available	6,856,822	7,043,006



**Town of Thompson's Station
General Fund Revenue Analysis
As of January 31, 2018**

**Year to Date
Budget versus Actual**

	December 2017	January 2018	Budget	% of Budget	Comment
General Government Revenues:					
31111 Real Property Tax Revenue	26,055	160,967	228,000	71%	
31310 Interest & Penalty Revenue	228	228	-		
31610 Local Sales Tax - Trustee	420,826	491,069	850,000	58%	
31710 Wholesale Beer Tax	51,480	59,478	100,000	59%	
31720 Wholesale Liquor Tax	7,306	8,578	6,000	143%	
31810 Adequate School Facilities Tax	38,421	41,562	65,000	64%	
31900 CATV Franchise Fee Income	14,022	14,022	15,000	93%	
32000 Beer Permits	300	600	500	120%	
32200 Building Permits	226,749	243,967	300,000	81%	
32230 Submittal & Review Fees	16,447	21,979	30,000	73%	
32245 Miscellaneous Fees	1,240	1,240	1,000	124%	
32260 Business Tax Revenue	7,987	8,101	75,000	11%	
33320 TVA Payments in Lieu of Taxes	13,398	26,795	30,000	89%	
33510 Local Sales Tax - State	166,335	199,622	330,000	60%	
33520 State Income Tax	-	-	100,000		
33530 State Beer Tax	1,193	1,193	1,000	119%	
33535 Mixed Drink Tax	4,893	5,934	12,000	49%	
33552 State Streets & Trans. Revenue	4,076	4,869	8,000	61%	
33553 SSA - Motor Fuel Tax	40,597	47,921	75,000	64%	
33554 SSA - 1989 Gas Tax	6,520	7,677	12,000	64%	
33555 SSA - 3 Cent Gas Tax	12,085	14,230	20,000	71%	
33556 SSA - 2017 Gas Tax	9,076	11,254	-		
36120 Interest Earned - Invest. Accts	12,371	14,917	12,000	124%	
37746 Parks Revenue	15,794	16,165	15,000	108%	
37747 Parks Deposit Return	(2,800)	(2,800)	(5,000)	56%	
37990 Other Revenue	4,715	5,240	10,000	52%	
Total general government revenue	<u>1,099,315</u>	<u>1,404,806</u>	<u>2,290,500</u>		
Non-Operating Income:					
32300 Impact Fees	343,183	362,544	550,000	66%	
38000 Transfer from Reserves	-	-	4,301,331		
Total non-operating revenue	<u>343,183</u>	<u>362,544</u>	<u>4,851,331</u>		
Total revenue	<u>1,442,498</u>	<u>1,767,350</u>	<u>7,141,831</u>		



**Town of Thompson's Station
General Fund Revenue Analysis
As of January 31, 2018**

**Month to Month
Trend Analysis**

	December 2017	January 2018	Current Change	Comment
General Government Revenues:				
31111 Real Property Tax Revenue	12,261	134,912	122,651	Property taxes paid during first quarter
31310 Interest & Penalty Revenue	190	-	(190)	
31610 Local Sales Tax - Trustee	68,543	70,243	1,700	
31710 Wholesale Beer Tax	7,673	7,997	325	
31720 Wholesale Liquor Tax	1,486	1,271	(215)	
31810 Adequate School Facilities Tax	5,316	3,141	(2,176)	
31900 CATV Franchise Fee Income	-	-	-	
32000 Beer Permits	300	300	-	
32200 Building Permits	20,056	17,218	(2,838)	
32230 Submittal & Review Fees	6,564	5,531	(1,033)	
32242 Miscellaneous Fees	1,010	-	(1,010)	
32260 Business Tax Revenue	215	113	(101)	
33320 TVA Payments in Lieu of Taxes	-	13,398	13,398	Quarterly payments
33510 Local Sales Tax - State	32,542	33,287	745	
33520 State Income Tax	-	-	-	
33530 State Beer Tax	-	-	-	
33535 Mixed Drink Tax	1,082	1,041	(40)	
33552 State Streets & Trans. Revenue	793	793	-	
33553 SSA - Motor Fuel Tax	7,431	7,324	(107)	
33554 SSA - 1989 Gas Tax	1,221	1,157	(64)	
33555 SSA - 3 Cent Gas Tax	2,263	2,145	(118)	
33556 SSA - 2017 Gas Tax	2,233	2,178	(55)	
36120 Interest Earned - Invest. Accts	1,844	2,546	702	
37746 Parks Revenue	495	371	(124)	
37747 Parks Deposit Return	(500)	-	500	
37990 Other Revenue	775	525	(250)	
Total general government revenue	173,792	305,491	131,700	
Non-Operating Income:				
32300 Impact Fees	27,634	19,361	(8,273)	
38000 Transfer from Reserves	(88,237)	-	88,237	
Total non-operating revenue	(60,603)	19,361	79,964	
Total revenue	113,189	324,852	211,664	



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

**Year to Date
Actual versus Budget**

	December 2017	January 2018	Budget	% of Budget	Comment
General Government Expenditures:					
41110 Salaries	270,806	318,890	586,000	54%	
41141 FICA	16,741	19,700	38,250	52%	
41142 Medicare	3,915	4,607	8,500	54%	
41147 SUTA	297	1,240	4,000	31%	
41161 General Expenses	274	274	1,000	27%	
41211 Postage	407	407	1,000	41%	
41221 Printing, Forms & Photocopy	2,988	3,366	6,000	56%	
41231 Legal Notices	935	1,059	3,000	35%	
41235 Memberships & Subscriptions	3,390	3,410	3,700	92%	
41241 Utilities - Electricity	4,655	6,069	12,000	51%	
41242 Utilities - Water	775	945	2,500	38%	
41244 Utilities - Gas	511	808	2,000	40%	
41245 Telecommunications Expense	2,407	3,127	7,000	45%	
41252 Prof. Fees - Legal Fees	77,124	88,546	120,000	74%	
41253 Prof. Fees - Auditor	14,740	14,740	18,000	82%	
41254 Prof. Fees - Consulting Engineers	14,193	18,308	45,000	41%	
41259 Prof. Fees - Other	6,600	6,975	50,000	14%	
41264 Repairs & Maintenance - Vehicles	1,568	1,633	10,000	16%	
41265 Parks & Recreation Expense	30,824	32,238	40,000	81%	
41266 Repairs & Maintenance - Buildings	6,137	7,738	30,000	26%	
41268 Repairs & Maintenance - Roads	46,378	57,400	838,770	7%	
41269 SSA - Street Repair Expense	-	-	115,000	0%	
41270 Vehicle Fuel & Oil	5,734	6,533	15,000	44%	
41280 Travel	-	-	2,500	0%	
41285 Continuing Education	1,541	1,541	5,500	28%	
41289 Retirement	13,361	15,747	28,580	55%	
41291 Animal Control Services	3,919	3,919	4,000	98%	
41300 Economic Development	6,545	7,338	7,500	98%	
41311 Office Expense	11,589	12,140	40,000	30%	
41511 Insurance - Property	3,518	3,518	2,500	141%	
41512 Insurance - Workers Comp.	7,229	7,229	13,000	56%	
41513 Insurance - Liability	5,227	5,227	4,500	116%	
41514 Insurance - Medical	42,310	51,647	90,000	57%	
41515 Insurance - Auto	2,061	2,061	1,700	121%	
41516 Insurance - E & O	10,963	10,963	11,000	100%	
41551 Trustee Commission	1,093	3,791	6,000	63%	
41691 Bank Charges	-	-	2,000	0%	
41800 Emergency Services	68,041	68,041	93,000	73%	
41899 Other Expenses	289	289	10,000	3%	
Total general government expenditures	<u>689,083</u>	<u>791,464</u>	<u>2,278,500</u>		
General government change in net position	<u>410,232</u>	<u>613,342</u>	<u>12,000</u>		
Non-Operating Expenditures:					
41940 Capital Projects	583,841	729,430	4,570,100	16%	
41944 Capital Projects - Parks	29,950	43,752	153,231	29%	
48000 Transfer to Reserves	12,822	75,902	-	0%	
49030 Capital Outlay Note Payment	<u>126,801</u>	<u>126,801</u>	<u>140,000</u>	<u>91%</u>	
Total non-operating expenditures	<u>753,414</u>	<u>975,886</u>	<u>4,863,331</u>		
Non-operating change in net position	<u>(410,231)</u>	<u>(613,342)</u>	<u>(12,000)</u>		
Total expenditures	<u>1,442,497</u>	<u>1,767,350</u>	<u>7,141,831</u>		
Change in Net Position	<u>0</u>	<u>0</u>	<u>-</u>		



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

Month to Month
Trend Analysis

	December 2017	January 2018	Current Change	Comment
General Government Expenditures:				
41110 Salaries	41,441	48,084	6,643	BOMA, Commissioners
41141 FICA	2,561	2,959	398	
41142 Medicare	599	692	93	
41147 SUTA	-	943	943	
41161 General Expenses	274	-	(274)	
41211 Postage	56	-	(56)	
41221 Printing, Forms & Photocopy	378	378	-	
41231 Legal Notices	180	125	(55)	
41235 Memberships & Subscriptions	21	20	(1)	
41241 Utilities - Electricity	909	1,414	504	
41242 Utilities - Water	154	170	17	
41244 Utilities - Gas	156	298	142	
41245 Telecommunications Expense	202	720	518	
41252 Prof. Fees - Legal Fees	3,640	11,423	7,783	
41253 Prof. Fees - Auditor	11,740	-	(11,740)	
41254 Prof. Fees - Consulting Engineers	1,258	4,115	2,858	
41259 Prof. Fees - Other	-	375	375	
41264 Repairs & Maintenance - Vehicles	-	65	65	
41265 Parks & Recreation Expense	746	1,414	668	
41266 Repairs & Maintenance - Buildings	500	1,601	1,101	
41268 Repairs & Maintenance - Roads	5,927	11,022	5,095	Salt for roads
41269 SSA - Street Repair Expense	-	-	-	
41270 Vehicle Fuel & Oil	905	798	(106)	
41280 Travel	-	-	-	
41285 Continuing Education	180	-	(180)	
41289 Retirement	1,925	2,386	461	
41291 Animal Control Services	-	-	-	
41300 Economic Development	506	793	287	
41311 Office Expense	1,481	551	(930)	
41511 Insurance - Property	-	-	-	
41512 Insurance - Workers Comp.	70	-	(70)	
41513 Insurance - Liability	-	-	-	
41514 Insurance - Medical	100	9,337	9,237	Wastewater adjustment - Dec.
41515 Insurance - Auto	-	-	-	
41516 Insurance - E & O	-	-	-	
41551 Trustee Commission	410	2,698	2,288	Property Tax collection fees
41691 Bank Charges	-	-	-	
41800 Emergency Services	-	-	-	
41899 Other Expenses	107	-	(107)	
Total general government expenditures	76,426	102,381	25,955	
Non-Operating Expenditures:				
41940 Capital Projects	23,941	145,589	121,648	Critz Realignment
41944 Capital Projects - Parks	-	13,802	13,802	Amphitheater design
48000 Transfer to Reserves	4,214	63,080	58,866	
49030 Capital Outlay Note Payment	-	-	-	
Total non-operating expenditures	28,155	222,471	194,316	
Total expenditures	113,189	324,852	220,271	



Town of Thompson's Station
General Fund Capital Expenditures Report
Fiscal Year to Date as of January 31, 2018

	YTD	Current	Pending
Capital Projects - General Fund	2018	Budget	Budget *
a New Town Hall Design	0	0	0
a New Town Hall Construction Documents	16,200	0	45,820
a New Town Hall Construction	0	1,200,000	600,000
a Critz Lane Realignment Construction	426,110	474,100	1,274,100
a Critz Lane Redesign	273,020	396,000	457,740
a Clayton Arnold / TS Road E. Intersection	14,100	0	17,000
a Critz Lane Improvements	0	2,500,000	1,000,000
b Grant Projects	0	0	0
c Parks	43,752	153,231	153,231
Total Capital Improvements	773,183	4,723,331	3,547,891

	July	August	September	October	November	December	January	February	March	April	May	June	YTD
Capital Projects - General Fund	2017	2017	2017	2017	2017	2017	2018	2018	2018	2018	2018	2018	Total
a New Town Hall Design													-
a New Town Hall Construction Documents			4,200	2,000	10,000								16,200
a New Town Hall Construction													-
a Critz Lane Realignment Construction	250		22,700		278,430	1,541	123,189						426,110
a Critz Lane Redesign		67,200	44,800	44,800	71,420	22,400	22,400						273,020
a Clayton Arnold / TS Road E. Intersection					14,100								14,100
a Critz Lane Improvements													-
b Grant Projects													-
c Parks			9,000	20,950			13,802						43,752
Total Capital Improvements	250	67,200	80,700	67,750	373,950	23,941	159,391	-	-	-	-	-	773,183

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

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



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of January 31, 2018

Year to Date
Actual versus Budget

	December 2017	January 2018	Budget	% of Budget	Comment
Revenues:					
3100 Wastewater Treatment Fees	469,223	552,726	925,000	60%	
3101 Septage Disposal Fees	4,400	4,900	10,000	49%	
3105 Late Payment Penalty	7,216	8,301	-		
3109 Uncollectible Accounts	-	-	(5,000)		
4009 Returned Check Charges	-	-	-		
Total revenues	<u>480,839</u>	<u>565,927</u>	<u>930,000</u>		
Operating Expenses:					
Supply and Operations:					
4010 Payroll Expense	56,029	64,817	150,000	43%	
4210 Permits & Fees Expense	3,771	4,021	7,500	54%	
4220 Laboratory Water Testing	957	1,462	7,500	19%	
4230 Supplies Expense	2,335	2,335	5,000	47%	
4240 Repairs & Maint. Expense	29,437	30,795	82,000	38%	
4250 Postage, Freight & Express Chgs	3,050	3,545	6,000	59%	
4280 Billing Charges	4,700	5,603	12,000	47%	
4310 Utilities - Electric	40,077	46,537	100,000	47%	
4320 Utilities - Water	1,442	1,712	5,000	34%	
4350 Telecommunications			2,500	0%	
4390 Insurance Expense	20,642	20,642	21,000	98%	
4395 Insurance - Employee Medical	6,742	7,972	30,000	27%	
4400 Prof. Fees-Consulting Engineers	-	-	50,000	0%	
4420 Prof. Fees - Auditor	580	580	2,000	29%	
4490 Prof. Fees - Other	39,450	116,494	109,700	106%	
4710 Payroll Taxes - FICA	3,465	4,007	10,000	40%	
4720 Payroll Taxes - Medicare	810	937	2,200	43%	
4730 Payroll Taxes - SUTA	1	173	3,600	5%	
4789 Employee Retirement Expense	2,759	3,196	7,500	43%	
4800 Bank Charges	40	60	500	12%	
4900 Other Expense	153	153	1,000	15%	
Total supply and operations	<u>216,441</u>	<u>315,042</u>	<u>615,000</u>		
Depreciation					
4990 Depreciation Expense	<u>155,808</u>	<u>181,776</u>	<u>315,000</u>	<u>58%</u>	
Total operating expenses	<u>372,249</u>	<u>496,818</u>	<u>930,000</u>		
Operating result	108,590	69,109	-		
Non-Operating Income (Expense):					
3300 Tap Fees	300,757	318,383	550,000	58%	
3902 Interest Income - Invest Accts	4,446	5,334	5,000	107%	
4100 Capital Expenditures	(11,450)	(111,450)	(45,000)	248%	
4994 Interest Expense	(7,889)	(9,156)	(15,000)	61%	
Total non-operating income	<u>285,863</u>	<u>203,111</u>	<u>495,000</u>		
Change in Net Position	<u>394,453</u>	<u>272,220</u>	<u>495,000</u>		



Town of Thompson's Station
Wastewater Fund Revenue and Expense Analysis
As of January 31, 2018

Month to Month
Trend Analysis

	December 2017	January 2018	Current Change	Comment
Revenues:				
3100 Wastewater Treatment Fees	71,458	83,503	12,045	Jan = 34 day cycle; Dec = 28 day cycle
3101 Septage Disposal Fees	700	500	(200)	
3105 Late Payment Penalty	1,514	1,085	(429)	
3109 Uncollectible Accounts	-	-	-	
4009 Returned Check Charges	-	-	-	
Total revenues	<u>73,672</u>	<u>85,088</u>	<u>11,416</u>	
Operating Expenses:				
Supply and Operations:				
4010 Payroll Expense	9,226	8,788	(437)	
4210 Permits & Fees Expense	3,120	250	(2,870)	TDEC Annual Fees - Dec
4220 Laboratory Water Testing	163	505	343	
4230 Supplies Expense	-	-	-	
4240 Repairs & Maint. Expense	7,422	1,358	(6,064)	Regional plant drive repair - Dec
4250 Postage, Freight & Express Chgs	493	495	2	
4280 Billing Charges	901	903	2	
4310 Utilities - Electric	6,710	6,461	(249)	
4320 Utilities - Water	339	270	(69)	
4390 Insurance Expense	151	-	(151)	
4395 Insurance - Employee Medical	6,742	1,230	(5,513)	Medical expense adjustment - Dec
4400 Prof. Fees-Consulting Engineers	-	-	-	
4420 Prof. Fees - Auditor	-	-	-	
4490 Prof. Fees - Other	-	77,044	77,044	First Response
4710 Payroll Taxes - FICA	570	542	(28)	
4720 Payroll Taxes - Medicare	133	127	(7)	
4730 Payroll Taxes - SUTA	-	172	172	
4789 Employee Retirement Expense	425	437	12	
4800 Bank Charges	20	20	-	
4900 Other Expense	-	-	-	
Total supply and operations	<u>36,416</u>	<u>98,601</u>	<u>62,185</u>	
Depreciation				
4990 Depreciation Expense	<u>25,968</u>	<u>25,968</u>	<u>-</u>	
Total operating expenses	<u>62,384</u>	<u>124,569</u>	<u>62,185</u>	
Operating result	11,289	(39,481)	(50,769)	
Non-Operating Income (Expense):				
3300 Tap Fees	20,126	17,626	(2,500)	
3902 Interest Income - Invest Accts	850	888	39	
4100 Capital Expenditures	-	(100,000)	(100,000)	Deposit - Encompass Land Group
4994 Interest Expense	<u>(1,248)</u>	<u>(1,267)</u>	<u>(19)</u>	
Total non-operating income	<u>19,728</u>	<u>(82,752)</u>	<u>(102,480)</u>	
Change in Net Position	<u>31,017</u>	<u>(122,233)</u>	<u>(153,249)</u>	