Town of Thompson's Station Board of Mayor and Aldermen Meeting Agenda April 12, 2016

Meeting Called To Order

Pledge Of Allegiance

Minutes-

Consideration Of Minutes Of The March 8, 2016 Meeting

Documents: 03082016 MINUTES.PDF

Public Comments-

Reports-

BOMA Report

Town Administrator Report

- Sip and Savor Event
- Equipment/Vehicle Purchase

Documents: TA REPORT 04122016.PDF, SIPANDSAVORLAYOUT.PDF

Finance Report

Documents: TW 1 2016 03 CASH REPORT FOR BOMA.PDF, TW 2 2016 03 GENERAL FUND ACTUAL VS BUDGET.PDF, TW 3 2016 03 GENERAL FUND TREND ANALYSIS.PDF, TW 4 2016 03 WASTEWATER FUND ACTUAL VS BUDGET.PDF, TW 5 2016 03 WASTEWATER FUND TREND ANALYSIS.PDF

Unfinished Business:

1. Public Hearing And Second Reading Of Ordinance 2016-003: Rezone For Holt Property

Documents: HOLT MEMO 2ND READING.PDF, HOLT ORD 2016-003 EXHIBIT A.PDF, HOLT ORDINANCE 2016-003.PDF, HOLT PROP REZONE SUBMITTAL PACKAGE.PDF

2. Public Hearing And Second Reading Of Ordinance 2016-004: Land Development Ordinance Amendments

Documents: LDO AMENDMENT ORDINANCE 2016-004.PDF, LDO MEMO 2ND READING.PDF

New Business:

1. First Reading Of Ordinance 2016-005 - Rezone For Two Farms At Thompson's Station

Documents: TWO FARM PHASE 2 ORDINANCE 2016-005.PDF, TWO FARMS PHASE 2 CONCEPTUAL HAMLET PLAN.PDF, TWO FARMS PHASE 2 CONCEPTUAL MASTER PLAN.PDF, TWO FARMS STAFF REPORT BOMA.PDF, TWO FARMS ORD 2016-005 EXHIBIT A.PDF, TWO FARMS APPLICATION STATEMENT.PDF

2. First Reading Of Ordinance 2016-006 - Concept Plan For Roderick Place

Documents: RODERICK PLACE TRAFFIC STUDY 3-16.PDF, RODERICK PLACE BOMA STAFF REPORT.PDF, RODERICK PLACE ORDINANCE 2016-006.PDF, RODERICK PLACE PATTERN BOOK.PDF, RODERICK PLACE REVISED CONCEPT PLAN.PDF

3. Resolution 2016-05 - A Resolution Of The Board Of Mayor And Aldermen Of The Town Of Thompson's Station, Tennessee To Approve A Utility Relocation Agreement With The State Of Tennessee Department Of Transportation Related To The SIA Road Serving Mars Petcare And To Authorize The Mayor To Execute Said Agreement

Documents: TDOT MARS SIA BACKUP.PDF, TDOT MARS SIA UTILITY RELO CONTRACT.PDF, RESOLUTION 2016 005 TDOT MARS SIA UTILITY RELOCATION.PDF

A. Resolution 2016-06 - A Resolution Of The Board Of Mayor And Aldermen Of The Town Of Thompson's Station, Tennessee To Approve An Agreement With Kimley-Horn And Associates, Inc. For Professional Services Related To The Wastewater Line Relocation And Upgrade Along Highway 31 As A Part Of The TDOT Project For Mars Petcare

Documents: KIMLEY HORN CONTRACT.PDF, RESOLUTION 2016 006 KIMLEY HORN WASTEWATER.PDF

B. Resolution 2016-07 - A Resolution Of The Board Of Mayor And Aldermen Of The Town Of Thompson's Station, Tennessee To Approve A Deposit And Reimbursement Agreement With C&L Development LLC For The Installation Of A New Wastewater Force Main And To Authorize The Mayor To Execute Said Agreement

Documents: CANDL DEPOSIT REIMBURSEMENT CONTRACT, REV.PDF, RESOLUTION 2016 07 CANDL DEVELOPMENT DEPOSIT REIMBURSEMENT.PDF

4. First Reading Of Ordinance 2016-007 - An Ordinance Of The Town Of Thompson's Station, Tennessee Adopting The Annual Budget And Tax Rate For The Fiscal Year Beginning July 1, 2016 And Ending June 30, 2017

Documents: TW 6 ORDINANCE 2016-007 BUDGET FY2017.PDF, TW 7 ORDINANCE 2016-007 - REVENUE DETAIL.PDF, TW 8 ORDINANCE 2016-007 -EXPENSE DETAIL.PDF

5. Resolution 2016-08 – A Resolution Of The Board Of Mayor And Aldermen Of The Town Of Thompson's Station, Tennessee To Approve A Lease With The Tennessee Equine Hospital PLLC And To Authorize The Mayor To Execute Said Agreement

Documents: TN EQUINE LEASE EXTENSION BOMA DRAFT JTM CLEAN.PDF, RESOLUTION 2016 008 TO APPROVE TN EQUINE HOSPITAL LEASE.PDF

Adjourn

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

Town of Thompson's Station Board of Mayor and Aldermen Minutes of the Meeting March 8, 2016

Call to Order.

The meeting of the Board of Mayor and Aldermen of the Town of Thompson's Station was called to order at 7:00 p.m. on Tuesday, March 8th, 2016 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Brinton Davis; Alderman Sarah Benson; Alderman Graham Shepard; Alderman Brandon Bell; Town Administrator Joe Cosentini; Town Planner Wendy Deats; Town Finance Director Tammy Womack; Town Attorney Todd Moore and Town Clerk Jennifer Jones.

Pledge of Allegiance.

Consideration of Minutes. The minutes of the February 9. 2016 Regular Meeting were submitted with revisions.

Alderman Shepard moved to accept the revised minutes of the February 9, 2016 Regular Meeting. The motion was seconded and carried unanimously.

Public Comments:

None.

BOMA Reports.

Alderman Shepard wanted an update on the Bridgemore Village bonds. Mr. Cosentini stated that there was no reason to call the bonds and that the Developer is to make repairs in all sections. Alderman Shepard also questioned the amended CCR's for Canterbury with regard to easements and public right of way. Town Attorney Todd Moore and Mr. Cosentini both stated that the Town ordinance is clear and the plat must include both easements and open access areas in order to be recorded. HOA and CCR's do not supersede the Land Development Ordinance. Alderman Shepard also voiced concern about letting people know about upcoming rezoning for Two Farms.

Alderman Shepard made note that March 28th is the date that the lawsuit with Crystal Clear is going before the judge.

Town Administrator's Report

Mr. Cosentini reviewed his report and updated the Board regarding the TDOT SIA (State Industrial Access) improvement project on Rt. 31 to just south of a realigned Critz Lane intersection. Mr. Cosentini informed the Board that he would like to hold a FY2017 Budget workshop before the first reading of the new budget.

Bids for the Greenway Trail project came in substantially higher than the engineering estimates and our project engineer is working on the comparison to see where money can be saved.

A Roderick Place workshop will take place on March 15th for explanation of the new concept plan and also discussion regarding the LDO Amendments.

Board of Mayor and Aldermen – Minutes of the Meeting March 8, 2016 - $p_{age\ 2}$

Next month, Mr. Cosentini will be asking for capital funds for equipment purchases. Also, next month, development agreements will likely start coming in for various communities and attached are templates for review.

Finance Report

Mrs. Womack reviewed the financial report. The Town's cash balance is larger than usual due to having to send TDOT our portion of the SIA project funds. Expenses to note are the employee's retirement fund and a newly purchased snow plow.

Unfinished Business:

1. Public Hearing and Second Reading of Ordinance 2016-002: An Ordinance of the Town of Thompson's Station, Tennessee amending Ordinance 2015-004 which amends the annual budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

Mr. Cosetini reviewed the Staff report and recommended approval as presented.

With there being no discussion, Alderman Davis made a motion to approve the Second Reading of Ordinance 2016-002: An Ordinance of the Town of Thompson's Station, Tennessee amending Ordinance 2015-004 which amends the annual budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

The motion was seconded and carried unanimously.

New Business:

2. First Reading of Ordinance 2016-003: An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Town's zoning map by rezoning approximately 20 acres located at 4658 Columbia Pike (County tax map 146, parcel 016.07) and owned by MBSC Columbia Pike, LLC from Specific Plan (SP) to D-3 (High Intensity Residential)

Mrs. Deats reviewed the Staff report and the Planning Commission recommends approval with the following contingencies:

1. That a 100 foot buffer be maintained along the project frontage adjacent to State Route 6 (Columbia Pike), and

2. Access is not approved with the re-zone, any access point shall be reviewed and approved by the Planning Commission during the planning process.

Mr. Brett Smith, with Ragan Smith came forward to speak on behalf of the applicant regarding traffic.

Mr. Brian Rowe, with Henry and Wallace, came forward to speak on behalf of the developer regarding the zoning request change.

Board of Mayor and Aldermen – Minutes of the Meeting March 8, 2016 - Page 3

After discussion, Alderman Bell made a motion to approve first reading of Ordinance 2016-003, An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Town's zoning map by rezoning approximately 20 acres located at 4658 Columbia Pike (County tax map 146, parcel 016.07) and owned by MBSC Columbia Pike, LLC from Specific Plan (SP) to D-3 (High Intensity Residential)

The motion was seconded and carried by a vote of 4 to 1 with Alderman Shepard casting the opposing vote due to growth concerns.

3. First Reading of Ordinance 2016-004: An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Land Development Ordinance

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

After discussion, Alderman Bell made a motion to approve Ordinance 2016-004 An Ordinance of the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee to amend the Land Development Ordinance.

The motion was seconded and carried unanimously.

4. Resolution 2016-004: A Resolution authorizing the Mayor to enter into a contract with the Tennessee Department of Transportation regarding improvements to the Lewisburg Pike and Critz Lane Intersection (RSAR – Federal Project No. HSIP-106(33), State Project No. 94014-2235-94)

Mr. Cosentini reviewed his report and recommended approval.

After discussion, Alderman Benson made a motion to approve Resolution 2016-004, A Resolution authorizing the Mayor to enter into a contract with the Tennessee Department of Transportation regarding improvements to the Lewisburg Pike and Critz Lane Intersection (RSAR – Federal Project No. HSIP-106(33), State Project No. 94014-2235-94)

The motion was seconded and carried unanimously.

Adjourn

There being no further business, the meeting was adjourned at 9:28 p.m.

Corey Napier, Mayor

Jennifer Jones, Town Recorder



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

DATE: April 5, 2016

TO: The Board of Mayor and Aldermen (BOMA)

FROM: Joe Cosentini, Town Administrator

SUBJECT: TA Report 4/12/2016

Non-Agenda Updates:

TN Department of Transportation Projects:

State Industrial Access Program (SIA) – The Town has been informed that TDOT will be pushing the contract letting date from May, 2016 to June, 2016 due to a delay in ROW acquisition. Staff will keep the Board informed as new information becomes available.

<u>Trail Project</u>: The Board was informed of the project bid opening where construction bids were substantially higher than the engineering estimates. Due to budgeting concerns, staff requested from TDOT the opportunity to reject all bids and adjust the scope of the project. A revised project has been submitted to TDOT which will include the construction of the trail from Tollgate Village to the Dog Park/Community Garden. The Town will develop a gravel or natural surface trail from southern termination to Town Center. Our goal is to still have this project bid, awarded, and constructed this year.

<u>Future Development Discussions</u>: Town Staff has met with representatives of Roderick Place, Whistle Stop, Pleasant Creek, and Two Farms over the last 30 days. In addition we have been contacted regarding several properties around 840/31 and the Town Center area. At this time none of these conversations have been anything more than information gathering on the part of potential developers.

Agenda Items:

Sip & Savor Event: The Spring Hill/Thompson's Station Rotary Club will be hosting an event in the Town Center area coined Sip & Savor. Kayce Williams, Rotary Member, will be in attendance to discuss the specifics of the event. They are requesting the closure of Thompson's Station Road West from the southern intersection of School Street so traffic can be diverted down School Street where there will need to be a controlled access point at the northern intersection of Thompson's Station Road West and School Street. The Rotary Club will be providing the necessary traffic control officer(s) to accommodate the intersections. A preliminary draft layout of the event is attached for reference.

The Board is being asked to approve the street closure of Thompson's Station Road West on June 18, 2016. Staff is supportive of this request.

Equipment/Vehicle Purchases: The Town's truck fleet and equipment inventory is in need of expansion as the Town grows and we add to our inventory of streets and trails to maintain.

•	Light Duty Dump Truck	\$42,000.00	(100% Maintenance)
٠	Work Truck 4x4	\$31,000.00	(100% Wastewater)
٠	Bobcat Trackhoe	\$55,000.00	(75% Maintenance, 25% Wastewater)
٠	Bobcat Skid Loader	\$65,000.00	_(75% Maintenance, 25% Wastewater)
	TOTAL	\$193,0	00.00



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

These purchases will be made through the State of Tennessee Statewide Purchasing contract. The expense will hit the Repairs & Maintenance line item in the General Budget (41268) and Repairs & Maintenance line item in the wastewater fund (4240) at \$132,000.00 and \$61,000.00 respectively.

Staff is asking to Board to approve these purchases as presented.

XXXXXXXXX Points of Interest

PICKERS ON THE PORCH

COFFEE BREAK

WELCOME TENT

Road Closure

Possible traffic cut through with police management for pedestrians

PARKING





2

WHISKEY WAY

TASTER'S ROW SI TRAVELER'S TENT

THE VINEYARD

STATION SWEETS

BAND CIRCA BAR

TASTE THE WORLD

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

		Jan-16		Feb-16		Mar-16
General Fund:						
Checking Account	\$	509,573	\$	829,883	\$	241,356
Money Market Investment Accounts		5,664,719		5,665,184		5,766,486
Total General Fund Cash	\$	6,174,292	\$	6,495,067	\$	6,007,842
Less: Developer Cash Bonds Held		(474,800)		(474,800)		(474,800)
Less: County Privilege Tax Held		(58 <i>,</i> 028)		(116,022)		(123,854)
Less: County Mixed Drink Tax Payable		(1,326)		(461)		(467)
Less: FY16 Capital Projects						
Greenway Trail		(829,421)		(829,078)		(825,302)
Mars PetCare SIA (State Industrial Access)	(280,000)			(280,000)		(100)
Parks	(100,000)			(100,000)		(100,000)
Community Center Design	(22,000)			(18,500)		(12,200)
Town Center		(350,000)		(350,000)		(350,000)
Critz Lane Design		(48,850)		(48,850)		(47,125)
Miscellaneous		(22,587)		(22,587)		(22,587)
Cash Available - General Fund	\$	3,987,280	\$	4,254,769	\$	4,051,407
Wastewater Fund:						
Checking Account	\$	201,799	\$	236,558	\$	167,179
Money Market Investment Accounts		1,143,055		1,143,163		1,643,332
Total Wastewater Fund Cash	\$	1,344,854	\$	1,379,722	\$	1,810,511
Cash Available - Wastewater Fund	\$	1,344,854	\$	1,379,722	\$	1,810,511
Total Cash Available	\$	5,332,134	\$	5,634,490	\$	5,861,918



Town of Thompson's Station General Fund Income and Expense Analysis As of March 31, 2016

Year to Date Actual versus Budget

		A3 UI IVIA	Veer to	Data (75%)	
FNNESSEE	Feb-16	Mar-16	Budget	Date (75%) % of Budget	Comment
			8		
come 31111 · Real Property Tax Revenue	104,343	159,181	125,000	127%	
31310 · Interest & Penalty Revenue	104,545	119	-	100%	
31610 · Local Sales Tax - Trustee	486,236	547,153	600,000	91%	
31710 · Wholesale Beer Tax	68,654	75,946	95,000	80%	
31810 · City Portion of County Priv Tax	29,198	29,198	30,000	97%	
31900 · CATV Franchise Fee Income	10,317	10,317	12,000	86%	
32000 · Beer Permits	600	700	500	140%	
32200 · Building Permits	374,827	414,374	450,000	92%	
32230 · Submittal & Review Fees	31,932	107,241	30,000	357%	
32245 · Miscellaneous Fees	70	110	500	22%	
32260 · Business Tax Revenue	11,716	13,215	81,000	16%	
32300 · Impact Fees	560,045	621,997	650,000	96%	
33320 · TVA Payments in Lieu of Taxes	15,731	18,584	29,000	64%	
33510 · Local Sales Tax - State	143,566	158,814	170,000	93%	
33520 · State Income Tax	-	-	100,000	0%	
33530 · State Beer Tax	698	698	1,100	63%	
33535 · Mixed Drink Tax	4,114	4,581	4,000	115%	
33552 · State Streets & Trans. Revenue	3,638	4,092	5,500	74%	
33553 · SSA - Motor Fuel Tax	34,056	38,117	48,000	79%	
33554 · SSA - 1989 Gas Tax	5,461	6,143	7,700	80%	
33555 · SSA - 3 Cent Gas Tax	10,136	11,401	14,300	80%	
33725 · Greenways & Trails Grant	-	-	599,000	0%	
36120 · Interest Earned - Invest. Accts	5,942	6,910	7,500	92%	
36130 · Interest Income-Interfund Loan	11,667	11,667	12,000	97%	
37746 · Pavilion & Comm. Ctr. Rental	8,777	9,977	9,000	111%	
37747 · Pavilion Comm. Ctr Dep Refund	(4,400)	(5,350)	-	100%	
37990 · Other Revenue	2,186	2,454	-	100%	
37999 · Loan Repayment From W/W Fund	388,889	388,889	385,000	101%	
39999 · Budgeted Fund Balance - GF tal Income	2,308,518	2,636,528	193,200 3,659,300	0%	
pense	2,500,510	2,030,520	3,033,300		
41110 · Payroll Expense	330,107	373,466	578,000	65%	
41141 · Payroll Taxes - FICA	19,709	23,102	29,000	80%	
41142 · Payroll Taxes - Medicare	4,609	5,403	8,000	68%	
41147 · Payroll Taxes - SUTA	2,928	3,312	3,500	95%	
41161 · Board Member Expenses	651	651	1,000	65%	
41211 · Postage, Freight & Express Chgs	3,484	3,951	5,500	72%	
41221 · Printing, Forms & Photocopy Exp	3,614	4,132	6,000	69%	
41230 · Recording & Filing Fees	152	152	1,000	15%	
41231 · Publication of Legal Notices	1,691	1,804	3,000	60%	
41235 · Memberships & Subscriptions	3,274	3,288	6,000	55%	
41241 · Utilities - Electricity	8,086	8,420	12,000	70%	
41242 · Utilities - Water	1,215	1,213	2,300	53%	
41244 · Utilities - Gas	882	945	2,000	47%	
41245 · Telecommunications Expense	2,428	2,728	4,500	61%	
41252 · Prof. Fees - Legal Fees	82,562	91,662	120,000	76%	
41253 · Prof. Fees - Auditor	13,000	13,000	13,000	100%	
41254 · Prof. Fees-Consulting Engineers	15,534	25,388	40,000	63%	
41259 · Prof. Fees - Other	11,724	11,724	60,000	20%	
41264 · Repairs & Maint - Vehicles	5,213	5,694	10,000	57%	
41265 · Parks & Rec. Expense	7,777	9,498	20,000	47%	
41266 · Repairs & Maint - Bldg	8,775	10,495	50,000	21%	
41268 · Repairs & Maint-Roads, Drainage	78,395	83,080	418,100	20%	
41269 · SSA - Street Repair Expense	0	0	70,000	0%	
41270 · Vehicle Fuel & Oil Expense	6,681	6,608	15,000	44%	
41280 · Travel Expense	580	759	2,000	38%	
41285 · Continuing Education Expense	2,807	3,127	7,000	45%	
41289 · Employee Retirement Expense	2,736	5,737	53,000	11%	Daid annually
41291 · Animal Control Services	3,133	3,133	3,200	98%	Paid annually
41300 · Economic Development Expense	654	654	10,000	7%	
	11,509	12,251	15,000	82%	Daid appually
41311 · Office Expense		2,701	2,800	96%	Paid annually
41511 · Insurance - Property	2,701	14 540	14,600	99%	Paid annually Paid annually
41511 · Insurance - Property 41512 · Insurance - Workers Comp.	14,510	14,510			
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability	14,510 4,357	4,357	4,500	97%	Faid annually
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical	14,510 4,357 55,825	4,357 66,827	4,500 100,000	67%	
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - Auto	14,510 4,357 55,825 2,257	4,357 66,827 2,257	4,500 100,000 2,300	67% 98%	Paid annually
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - Auto 41516 · Insurance - E & O	14,510 4,357 55,825 2,257 10,695	4,357 66,827 2,257 10,695	4,500 100,000 2,300 12,000	67% 98% 89%	
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - Auto 41516 · Insurance - E & O 41551 · Trustee Commission	14,510 4,357 55,825 2,257	4,357 66,827 2,257 10,695 2,734	4,500 100,000 2,300 12,000 3,000	67% 98% 89% 91%	Paid annually
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - Auto 41516 · Insurance - E & O 41551 · Trustee Commission 41691 · Bank Charges	14,510 4,357 55,825 2,257 10,695 506 0	4,357 66,827 2,257 10,695 2,734 40	4,500 100,000 2,300 12,000 3,000 2,000	67% 98% 89% 91% 2%	Paid annually Paid annually
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - Auto 41516 · Insurance - E & O 41551 · Trustee Commission 41691 · Bank Charges 41720 · Donations	14,510 4,357 55,825 2,257 10,695 506 0 800	4,357 66,827 2,257 10,695 2,734 40 78,779	4,500 100,000 2,300 12,000 3,000 2,000 100,000	67% 98% 89% 91% 2% 79%	Paid annually
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - Auto 41516 · Insurance - E & O 41551 · Trustee Commission 41691 · Bank Charges 41720 · Donations 41899 · Other Expenses	14,510 4,357 55,825 2,257 10,695 506 0 800 174	4,357 66,827 2,257 10,695 2,734 40 78,779 174	4,500 100,000 2,300 12,000 3,000 2,000 100,000 10,000	67% 98% 89% 91% 2% 79% 2%	Paid annually Paid annually Sheriff Annual Payment, WCRS
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - Auto 41516 · Insurance - E & O 41551 · Trustee Commission 41691 · Bank Charges 41720 · Donations 41899 · Other Expenses 41940 · Capital Projects	14,510 4,357 55,825 2,257 10,695 506 0 800 174 29,213	4,357 66,827 2,257 10,695 2,734 40 78,779 174 320,914	4,500 100,000 2,300 12,000 3,000 2,000 100,000	67% 98% 89% 91% 2% 79%	Paid annually Paid annually Sheriff Annual Payment, WCRS
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - Auto 41516 · Insurance - E & O 41551 · Trustee Commission 41691 · Bank Charges 41720 · Donations 41899 · Other Expenses	14,510 4,357 55,825 2,257 10,695 506 0 800 174	4,357 66,827 2,257 10,695 2,734 40 78,779 174	4,500 100,000 2,300 12,000 3,000 2,000 100,000 10,000	67% 98% 89% 91% 2% 79% 2%	Paid annually Paid annually
41511 · Insurance - Property 41512 · Insurance - Workers Comp. 41513 · Insurance - Liability 41514 · Insurance - Employee Medical 41515 · Insurance - E & 0 41516 · Insurance - E & 0 41551 · Trustee Commission 41691 · Bank Charges 41720 · Donations 41899 · Other Expenses 41940 · Capital Projects 41943 · Acquisition of Public Use Prop.	14,510 4,357 55,825 2,257 10,695 506 0 800 174 29,213 26,938	4,357 66,827 2,257 10,695 2,734 40 78,779 174 320,914 26,938	4,500 100,000 2,300 12,000 3,000 2,000 100,000 1,680,000	67% 98% 89% 91% 2% 79% 2% 19%	Paid annually Paid annually Sheriff Annual Payment, WCRS

		AS OF IVIAI CI	151, 2010			
A Starter Starter	Month to Month Trend			Analysis		
ENNESSEE	Cur		Current	Current		
	Feb-16	Mar-16	Change	Comment		
ncome	5.044	54.000	40.004			
31111 · Real Property Tax Revenue	5,844 25	54,838	48,994			
31310 · Interest & Penalty Revenue 31610 · Local Sales Tax - Trustee		-	(25)			
	62,822	60,917	(1,905)			
31710 · Wholesale Beer Tax	6,596	7,292	696			
31810 · City Portion of County Priv Tax	2,793	-	(2,793)			
31900 · CATV Franchise Fee Income	3,583	-	(3,583)			
32000 · Beer Permits	100	100	-			
32200 · Building Permits	39,464	39,547	83			
32230 · Submittal & Review Fees	2,495	75,309	72,814	Thompson's Station School Plan Review		
32245 · Miscellaneous Fees	10	40	30			
32260 · Business Tax Revenue	490	1,499	1,009			
32300 · Impact Fees	58,011	61,952	3,941			
33320 · TVA Payments in Lieu of Taxes	-	2,853	2,853			
33510 · Local Sales Tax - State	19,979	15,248	(4,731)			
33520 · State Income Tax	-	-	-			
33530 · State Beer Tax	-	-	-			
33535 · Mixed Drink Tax	461	467	6			
33552 · State Streets & Trans. Revenue	455	454				
			(1)			
33553 · SSA - Motor Fuel Tax	3,977	4,061	84			
33554 · SSA - 1989 Gas Tax	605	682	77			
33555 · SSA - 3 Cent Gas Tax	1,124	1,265	141			
33725 · Greenways & Trails Grant	-	-	-			
36120 · Interest Earned - Invest. Accts	798	968	170			
36130 · Interest Income-Interfund Loan	-	-	-			
37746 · Pavilion & Comm. Ctr. Rental	750	1,200	450			
37747 · Pavilion Comm. Ctr Dep Refund	(300)	(950)	(650)			
37990 · Other Revenue	800	268	(532)			
37999 · Loan Repayment From W/W Fund	-	-	-			
39999 · Budgeted Fund Balance - GF	-	-	-			
otal Income	210,882	328,010	117,128			
xpense			· · · ·			
41110 · Payroll Expense	37,508	43,359	5,851			
41141 · Payroll Taxes - FICA	2,236	3,393	1,157			
-		794				
41142 · Payroll Taxes - Medicare	523		271			
41147 · Payroll Taxes - SUTA	886	384	(502)			
41161 · Board Member Expenses	160	-	(160)			
41211 · Postage, Freight & Express Chgs	591	467	(124)			
41221 · Printing, Forms & Photocopy Exp	413	518	105			
41230 · Recording & Filing Fees	-	-	-			
41231 · Publication of Legal Notices	469	113	(356)			
41235 · Memberships & Subscriptions	49	14	(35)			
41241 · Utilities - Electricity	1,084	334	(750)			
41242 · Utilities - Water	157	(2)	(159)			
41244 · Utilities - Gas	220	63	(157)			
41245 · Telecommunications Expense	291	300	9			
41252 · Prof. Fees - Legal Fees	13,235	9,100	(4,135)			
41253 · Prof. Fees - Auditor	-	-	(1)2007			
41253 · Prof. Fees-Consulting Engineers		9,854	9,854	Timing		
	-	9,004	9,034	1111115		
41259 · Prof. Fees - Other 41264 · Penpies & Maint - Vahisles		-	(224)			
41264 · Repairs & Maint - Vehicles	702	481	(221)			
41265 · Parks & Rec. Expense	500	1,721	1,221			
41266 · Repairs & Maint - Bldg	1,795	1,720	(75)			
41268 · Repairs & Maint-Roads, Drainage	27,536	4,685	(22,851)	Snow plow, snow removal, signs		
41269 · SSA - Street Repair Expense	-	-	-			
41270 · Vehicle Fuel & Oil Expense	592	(73)	(665)			
41280 · Travel Expense	31	179	148			
41285 · Continuing Education Expense	354	320	(34)			
41289 · Employee Retirement Expense	911	3,001	2,090			
41291 · Animal Control Services	-	-	-			
41300 · Economic Development Expense	-	-	-			
41311 · Office Expense	791	742	(49)			
41511 · Insurance - Property	-	-	(+3)			
	-	-	-			
41512 · Insurance - Workers Comp.	-	-	-			
41513 · Insurance - Liability	-	-	-			
41514 · Insurance - Employee Medical	6,422	11,002	4,580	Timing on HSA deposit payments		
41515 · Insurance - Auto	-	-	-			
41516 · Insurance - E & O	-	-	-			
41551 · Trustee Commission	(454)	2,228	2,682			
41691 · Bank Charges	-	40	40			
41720 · Donations	-	77,979	77,979	Sheriff Annual Payment, WCRS		
41899 · Other Expenses	-	-	-			
41999 · Other Expenses	3,844	291,701	287,857	Match on SIA Project, Trail, CC Design		
41940 · Capital Projects 41943 · Acquisition of Public Use Prop.	3,044	291,701	207,007	match on six roject, mail, ce besign		
	-	13,163	- 13,163	Semi-annual payment		
49030 · Capital Outlay Note Payment	400.015			Jenn-annuar payment		
Total Expense	100,845	477,579	376,734			

100,845

110,037

376,734 (171,513)

477,579

(149,569)

Total Expense Net Income

Month to Month Trend Analysis

Town of Thompson's Station General Fund Income and Expense Analysis As of March 31, 2016





Town of Thompson's Station Wastewater Fund Income and Expense Analysis As of March 31, 2016

<i>PENNESSEE</i>	Year to Date (75%)				
	Feb-16	Mar-16	Budget	% of Budget	Comment
Income					
3100 · Wastewater Treatment Fees	376,984	426,260	550,000	78%	
3101 · Septage Disposal Fees	66,140	65,990	70,000	94%	
3105 · Late Payment Penalty	6,508	7,220		100%	
3109 · Uncollectible Accounts	0	0	(5,000)	0%	
3300 · Tap Fees	502,810	560,436	650,000	86%	
3902 · Interest Income - Invest Accts	1,129	1,292	300	431%	
4009 · Returned Check Charges	115	115		100%	
Total Income	953,686	1,061,313	1,265,300		
Expense					
4010 · Payroll Expense	65,477	75,189	110,000	68%	
4100 · Capital Expenditures	0	0	20,000	0%	
4150 · WW Infrastructure Installed	541	541	25,000	2%	
4210 · Permits & Fees Expense	9,654	9,654	10,000	97%	TDEC Annual Fees in Feb16
4220 · Laboratory Water Testing	6,088	6,238	12,000	52%	
4230 · Supplies Expense	1,259	1,865	7,500	25%	
4240 · Repairs & Maint. Expense	31,987	32,223	81,200	40%	
4310 · Utilities - Electric	60,211	66,131	100,000	66%	
4320 · Utilities - Water	1.578	1,578	1.500	105%	
4390 · Insurance Expense	16,748	16,748	20,000	84%	
4400 · Prof. Fees-Consulting Engineers	60,583	60,983	100,000	61%	
4420 · Prof. Fees - Auditor	0	0	1,800	0%	
4490 · Prof. Fees - Other	0	0	10,000	0%	
4710 · Payroll Taxes - FICA	4,132	4,662	7,000	67%	
4720 · Payroll Taxes - Medicare	1.028	1,090	1,500	73%	
4730 · Payroll Taxes - SUTA	1,020	1,050	500	0%	
4789 · Employee Retirement Expense	390	782	12,000	7%	
4800 · Bank Charges	45	50	300	17%	
4900 · Other Expense	400	400	1,000	40%	
4990 · Depreciation Expense	183,336	206,253	275,000	75%	
4990 · Depreciation Expense	14,106	15,694	273,000	73%	
4995 · Interest Expense-Interfund Loan	11,667	11,667	12,000	97%	
Total Expense	469,231	511,748	830,300	5770	
Income - Operating	484,455	549,565	435,000		
ancing Activities					
4993 · Loan Repayment-Franklin Synergy	74,074	83,333	112,000	74%	
4999 · Loan Repayment to General Fund	388,889	388,889	390,000	100%	Loan paid off December 20
Income	21,492	77,343	(67,000)		



Town of Thompson's Station Wastewater Fund Income and Expense Analysis As of March 31, 2016

ENNESSEE	Month to Month Trend Analysis				
. IV E O	Feb-16	Mar-16	Current	Comment	
	LED-10	19101-10	Change		
Income 3100 · Wastewater Treatment Fees	48,026	49,276	1,250		
3101 · Septage Disposal Fees	48,028	49,278 -150	(1,100)		
3105 · Late Payment Penalty	1.389	712	(1,100) (677)		
3109 · Uncollectible Accounts	1,369	0	(077)		
3300 · Tap Fees	47,627	57,626	9,999		
3902 · Interest Income - Invest Accts	47,027	163	55		
4009 · Returned Check Charges	0	0	0		
Total Income	98,100	107,627	9,527		
Expense					
4010 · Payroll Expense	7,816	9.712	1.896		
4100 · Capital Expenditures	0	0	0		
4150 · WW Infrastructure Installed	541	0	(541)		
4210 · Permits & Fees Expense	3,120	0	(3,120)	TDEC Annual Fees in Feb16	
4220 · Laboratory Water Testing	150	150	0		
4230 · Supplies Expense	175	606	431		
4240 · Repairs & Maint. Expense	633	236	(397)		
4310 · Utilities - Electric	5,882	5,920	38		
4320 · Utilities - Water	569	0	(569)		
4390 · Insurance Expense	0	0	0		
4400 · Prof. Fees-Consulting Engineers	3,554	400	(3,154)	Timing of invoice	
4420 · Prof. Fees - Auditor	0	0	0	<u> </u>	
4490 · Prof. Fees - Other	0	0	0		
4710 · Payroll Taxes - FICA	675	530	(145)		
4720 · Payroll Taxes - Medicare	219	62	(157)		
4730 · Payroll Taxes - SUTA	0	0	0		
4789 · Employee Retirement Expense	390	392	2		
4800 · Bank Charges	0	5	5		
4900 · Other Expense	0	0	0		
4990 · Depreciation Expense	22,917	22,917	0		
4994 · Interest Expense	1,715	1,588	(127)		
4995 · Interest Expense-Interfund Loan	0	0	0		
Total Expense	48,357	42,518	(5,839)		
t Income - Operating	49,743	65,109	15,366		
ancing Activities					
4993 · Loan Repayment-Franklin Synergy	9,259	9,259	0		
4999 · Loan Repayment to General Fund	0	0	0		
t Income	40,484	55,850	15,366		



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

DATE: April 12, 2016

TO: Board of Mayor and Aldermen

FROM: Wendy Deats, Town Planner

SUBJECT: Second Reading/Public Hearing -- Holt Property – Request to rezone from Specific Plan to D3 High Intensity Residential zone

On February 23, 2016, the Planning Commission, based on the findings for General Plan consistency and the elimination of a Specific Plan zone recommended to the Board of Mayor and Aldermen for the rezoning of the subject property from the Specific Plan zone to the D3 zone with contingencies. These contingencies are necessary in order to ensure that development of the property does not have a negative impact on the surrounding community.

Specifically, Goal 1 of the Land Use Element within the Town's General Plan encourages the preservation of the rural characteristics while accommodating orderly and sustainable development. The Town has identified that area south of this site as the Town Center in which higher intensity development is permitted. However, this site is north of the Town Center and located within the Controlled Growth sector. Therefore, in order to preserve the view shed along Columbia Pike maintaining the rural character of the community, the Planning Commission recommends that a 100 foot buffer from the right of way be established for the protection of the rural character within the Controlled Growth sector. The buffer should be free of all structures, however, shall not reduce the allowable density of the overall site.

In addition, access is identified on the plan; however, additional analysis is recommended once a concept plan is developed in order to determine the most appropriate point of ingress/egress.

Therefore, the Planning Commission recommends the following contingencies for the rezoning of this property:

- 1. A 100 foot buffer be maintained along the project frontage adjacent to State Route 6 (Columbia Pike).
- 2. Access is not approved with the rezone, any access point shall be reviewed and approved by the Planning Commission during the planning process.

Recommendation

Based on the findings for General Plan consistency and the elimination of a Specific Plan zone, the Planning Commission recommends to the Board of Mayor and Aldermen for the rezoning of the subject property from the Specific Plan zone to the D3 zone with the following contingencies:

- 1. A 100 foot buffer be maintained to preserve the existing topography and landscaping. No buildings or parking shall be permitted within this buffer adjacent to State Route 6 (Columbia Pike).
- 2. Access is not approved with the rezone, any access point shall be reviewed and approved by the Planning Commission during the planning process.

Attachments

Ordinance 2016-003 Submittal package (via email)



ORDINANCE NO. 2016-003

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE TOWN'S ZONING MAP BY REZONING APPROXIMATELY 20 ACRES LOCATED AT 4658 COLUMBIA PIKE (COUNTY TAX MAP 146, PARCEL 016.07) AND OWNED BY MBSC COLUMBIA PIKE, LLC FROM SPECIFIC PLAN (SP) TO D-3 (HIGH INTENSITY RESIDENTIAL)

WHEREAS, the property owner has requested that the property located at 4658 Columbia Pike, LLC, be rezoned from Specific Plan (SP) to D-3 (High Intensity Residential); and

WHEREAS, the Town's Planning Commission has determined that in order to preserve the rural characteristics of the area a 100 foot buffer should be established which will be free and clear of all structures;

WHEREAS, the Town's Planning Commission has determined that access should be carefully considered in relation to the characteristics of the site and adjacent roadway prior to subsequent approvals;

WHEREAS, the Town Planning Commission has recommended this amendment to the Town's Zoning Map subject to a 100 foot buffer being preserved along the project frontage adjacent to State Route 6 (Columbia Pike) and clarifying that a specific access point is not approved with the rezone; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station has determined that the proposed amendment to the Zoning Map with contingencies is consistent with the General Plan and will not have a deleterious effect on surrounding properties or the Town as a whole.

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

Section 1. That the Zoning Map of the Town of Thompson's Station, Tennessee is hereby amended by rezoning approximately 20 acres of land located at 4658 Columbia Pike from Specific Plan (SP) to D-3 (High Intensity Residential). This rezoning is subject to the following conditions: (1) in order to protect the rural character and view shed along Columbia Pike, a 100-foot buffer shall be preserved along the project frontage adjacent to Columbia Pike and no buildings may be placed within such area; and (2) any access point shall be reviewed and approved by the Planning Commission during the planning process. The new amended Zoning Map of the Town is attached hereto as Exhibit A.

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the _____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: March 8, 2016

Passed Second Reading: _____

Submitted to Public Hearing on the 12th day of April, 2016, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 20th day of March, 2016.

Recommended for approval by the Planning Commission on the 23rd day of February, 2016.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



February 4, 2016

HAND DELIVERED

Ms. Wendy Deats Town Planner Town of Thompson's Station 1550 Thompson's Station Road W. Thompson's Station, TN 37179

RE: VILLAGE GREEN (HOLT PROPERTY) REZONE THOMPSON'S STATION, TENNESSEE

Dear Wendy:

In response to your review letter dated February 3, 2016 we offer the following twelve (12) copies of fieldrun surveys (per your conversation with Dennis). These two (2) surveys, with the depicted proposed access, should address Items 1 and 2. Item 3 is attached with a memo addressing the General Plan.

We understand this is to be on the February 23, 2016 Planning Commission agenda as a recommendation to BOMA (standard procedure for a rezone request).

If you need additional information, please don't hesitate to call us.

Sincerely,

RAGAN-SMITH ASSOCIATES, INC.

Brett Smith, RLA, AICP Vice President

BAS:cmm

Attachments

c: Brian Rowe George Dean

MEMORANDUM

RAGAN•SMITH

To: Ms. Wendy Deats

From:	Brett Smith, RLA, AICP
Date:	February 4, 2016
Project No:	13-049/9740
Reference:	Village Green (Holt Property) Rezone

c: Brian Rowe George Dean

The subject property, which is along Columbia Pike, has T4 to the south, D3 to the southeast, and D2 to the north and northeast (see attached exhibit). To continue this parcel as D3 would complete a "second tier", contiguous on the entire east side of Columbia Pike, around the Town Center transect zones of T5 and T4.

The rolling topography of this site lends itself to the D3 bulk standards, as the more urban T4 would be precluded with the grades of infrastructure associated with alleys.

With the recent concerns voiced in the public forums about the traffic on Columbia Pike, this proposed use will have about 1/3 of the daily trips (646 vs. 1,938), about half of the a.m. peak trips, and less than 1/3 of the p.m. peak trips from the currently approved SP. This represents a significant reduction in total daily trips. (It should also be noted that if townhomes are proposed, they will have even slightly less proposed trips per the ITE standards.)

This will be a "textbook" step-down use from the Town Center at Thompson's Station/Columbia Pike, transitioning north, away from the more dense Town Center, to the less developed D2. Proposed D3 (High Intensity Residential) is in keeping with the G1 (Controlled Growth) of the recently adopted Sector Plan (1.2.5.d. "Sectors" and 1.2.7.b.iii "Use Districts").

The permitted uses of D3 are in keeping with the following General Plan Sections:

"Land Use Element"	Goal 1 Goal 2 Goal 3 Goal 4 Goal 7	Policy 1.1 Policies 2.1, 2.2 Policies 3.1, 3.6 Policies 4.2, 4.3 Policy 7.1
"Housing Element"	Goal 1	Policy 1.1
"Open Space/Conservation Element"	Goal 1 Goal 4 Goal 6	Policies 1.1, 1.3 Policy 4.1 Policy 6.1

The proposed access and associated infrastructure are in keeping with the following:

"Transportation/Circulation Element"	Goal 1	Policies 1.1, 1.2, 1.4, 1.8, 1.10
--------------------------------------	--------	-----------------------------------

The proposed off-site sanitary is in keeping with the following:

Goal 1	Policy 1.1
Goal 4	Policy 2.1
Goal 5	Policy 1.3
Goal 6	Policies 1.2, 1.4
	Goal 4 Goal 5

315 WOODLAND STREET • NASHVILLE, TN 37206 • 615.244-8591 • FAX 615.244-6739 • WWW.RAGANSMITH.COM





TOTAL AREA = 870,946 SQUARE FEET OR 19.99 ACRES ±



ORDINANCE NO. 2016-004

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND THE LAND DEVELOPMENT ORDINANCE

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

WHEREAS, after a thorough review of the LDO, Town Staff is recommending several changes to the text of the ordinance; and

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

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

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

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

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

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the _____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: March 8, 2016

Passed Second Reading: _____

Submitted to Public Hearing on the 12th day of April, 2016, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 20th day of March, 2016.

Recommended for approval by the Planning Commission on the 23rd day of February, 2016.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



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

DATE: April 12, 2016

TO: Board of Mayor and Aldermen

FROM: Wendy Deats, Town Planner

SUBJECT: Second Reading/Public Hearing – Land Development Ordinance Amendments (Zone Amend 2016-001)

On February 23, 2016, the Planning Commission recommended to the Board the adoption of amendments to the Land Development Ordinance. The amendments passed first reading on March 8, 2016 and have been adequately noticed for public hearing.

PROPOSED REVISIONS

Section 1.2.7 Use Districts (page 03). The intent of section 1.2.7 is to provide a brief description of each use district. The density identified in the D2 Medium Intensity zoning description is incorrect and density is not listed within the other zoning descriptions and is identified in the corresponding zoning tables for each district. Therefore, the section should read:

"The D2 Medium Intensity zoning is intended for low density residential development where urban services and facilities, including public sewer, are provided or where the extension of such services and facilities will be physically or economically facilitated."

Section 1.3 Definitions (page 6). Modify the definition of apartment building as follows:

"Apartment building; a building containing four or more residential units for occupancy of four separate families living independent of one another and is typically owned by a single owner, often a corporation, with the individual units leased to occupants."

Section 1.3 Definitions (page 7). Remove reclamation bond in the definition section. The LDO does not have a provision for reclamation bonds and the term does not appear anywhere else in the document.

Section 1.3 Definitions (page 15). Add the following definition for microbrewery:

Microbrewery is an establishment where beer and ale are brewed in small quantities, typically in conjunction with a restaurant, bar or tavern use.

Section 1.3 Definitions (page 15). Add the following definition for microdistillery:

Microdistillery is an establishment where the production of grade spirit alcohol in small quantities, typically in conjunction with a restaurant, bar or tavern use.

Section 1.3 Definitions (page 15). Addition of a definition for multi-family dwelling. A multi-family dwelling is a dwelling or group of dwellings on one lot containing separate living units for three or more families including apartments or condominiums.



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

Table 2.1 Community Types Permitted in Sectors (page 23). In order to comply with state code requirements, the "key" on this table must be amended. It should read as follows "Key: 'P' is permitted by zoning." All current letters within the table should be changed to P. This change would require all potential changes to the zoning map to accommodate transect communities would have to go through the normal zoning process. Therefore, "P" will be permitted by zoning.

Section 3.3.14 Tree Protection (page 33). Correct the language within the tree protection section requires identification and protection of trees 24 inches and greater. In addition, tree removal should be reviewed by the Planning Commission during the preliminary plat process. Therefore, section should read:

"The resource inventory map must identify all non-invasive trees of 24 inches in caliper and greater measured at $4\frac{1}{2}$ feet above natural grade of the tree. All clusters of trees and tree rows must also be identified on the inventory map. Removal of mature, indigenous trees in healthy condition is discouraged. During the preliminary plat process, trees that are proposed for removal shall require tree removal approval from the Planning Commission for all trees 24 inches in caliper and greater and replacement trees shall be required at a 1.5:1 ratio for each inch removed. Replacement or relocated trees must be planted on site or Planning Commission approval is required for an off-site location."

Table 3.4 Maximum Block Face Length (page 52). The block lengths for the transect districts were copied over to the use districts. However, the previous subdivision regulations had a range of block lengths from 800 to 1,200 feet. Therefore, Staff recommends correcting this table to consist of a block length of 1,200 feet for the D1 zone, 1,000 feet for the D2 zone, and 800 feet for the D3 zone.

Section 4.5 Lot Use Restrictions (page 73); Table 4.2 Building Intensity (page 75); and Section 4.10.4 (page 95). We have identified inconsistencies on accessory dwelling unit regulation. Section 4.5.2 permits accessory dwelling units within the T3 up to 900 square feet. However, the Building Intensity table permits accessory dwelling units within T3 permits habitable area up to 500 square feet. We are recommending modifying the square footage in the Building Intensity table to 900 square feet for consistency with the text with Section 4.5. These corrections would create consistency between the different code sections and permit a maximum of 900 square feet for an accessory dwelling unit.

 Table 4.1 Land Use and Building Type (page 73).
 Remove apartments from the D3 zoning district and add apartments to the Commercial district.

Table 4.1 Land Use and Building Type (page 74). Include microbrewery and microdistillery as permitted uses within the C, T4O and T5 zoning districts.

Table 4.1 Land Use and Building Type (page 74). Include office building as a permitted land use within Industrial Light (IL) and Industrial Medium (IM) zones.

Table 4.3 T2 Lot Standards (page 78). Side and rear lot line building setbacks for the main building and accessory building are reversed in the T2 table. We would recommend changing the main building setbacks for side lot line to 20 feet and rear lot line to 50 feet and change accessory building side lot line to 10 feet and rear lot line to 12 feet. In addition, the primary frontage parking setback of 100 feet appears to be inappropriate for the required building setbacks. Staff recommends a change to require a 50 parking setback in accordance with the primary building setback.



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

Table 4.4 T3 Lot Standards (page 79). Side yard setbacks are an aggregate of 20 feet; however, the code didn't identify a minimum set setback. The minimum setback should be five feet.

Section 4.12.4 Maximum Provided Automobile Parking (page 104). Correct excess parking requirements in exchange for utilization of low impact design standards. Therefore, the section should read:

"Parking areas that exceed the allowable parking shall incorporate low impact design (LID). For up to a 5% increase in parking, 25% of the parking area shall be low impact design (LID). An increase between 5 - 10% shall require 35% of the parking area be LID. Any increase in parking over 10% shall require 50% of the parking area LID.

 Table 4.16 Use District Parking Requirements (page 106).
 Correct parking requirement for auto mechanical repair to reflect waiting areas instead of "seating for restaurants."

Section 4.17.6 Future Development Signs (page 122). The code states that "signs may not be installed until an approved concept plan is recorded." However, concept plans are not approved or recorded and therefore, the requirement should reflect final plat approval. Therefore, the section should read:

"One (1) on-site sign may be permitted up to one (1) year. Two additional one (1) year extensions may be granted by the Town Planner. Any other time extensions shall be reviewed by the Planning Commission. Signs may not be installed until an approved the final plat is recorded and shall be removed at 85% buildout."

Section 5.2.6 Construction Plans (page 129). The code states that "multi-phase developments shall be required to submit phasing and construction traffic plan for the entire development before any final plats are approved." Therefore, the section should read:

"Construction plans shall be prepared and submitted by a Tennessee Licensed Engineer engaged in the practice of civil engineering. At a minimum, such plans shall conform to Article 3 Subdivision Regulations. Because each development is different, the Town Planner and Town Engineer may require additional information to be included in the construction plans. All developments shall be required to submit phasing and construction traffic plans for the entire development at the time that preliminary plats are approved."

RECOMMENDATION

The Planning Commission recommends that the Board of Mayor and Aldermen adopt Ordinance 2016-004 to amend the Land Development Ordinance.

ATTACHMENTS

Ordinance 2016-004

ORDINANCE NO. 2016-005

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO AMEND TO THE TOWN'S ZONING MAP BY ZONING NEWLY ANNEXED TERRITORY (MAP 119, PARCEL 1.00; AND MAP 131, PARCEL 11.03) AS TRANSECT COMMUNITY (TC) AS SHOWN ON THE ATTACHED MAP

WHEREAS, the Town has adopted Resolutions 2015-13 and 2015-14 to annex certain territory into the Town at the request of the property owner; and

WHEREAS, the property owner has requested that the Map 119, Parcel 1.00 and Map 131, Parcel 11.03 be zoned as a Transect Community (TC) under the Town's Land Development Ordinance; and

WHEREAS, the Town's Planning Commission has recommended that this territory be zoned as a Transect Community (TC); and

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

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

Section 1. That the Zoning Map of the Town of Thompson's Station, Tennessee is here by amended by rezoning said territory as a Transect Community (TC); said territory being more particularly described in the above-referenced resolutions and on the map attached hereto as Exhibit A.

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

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson's Station, Tennessee, on the _____ day of _____, 2015.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____, 2015, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2015.

Recommended for approval by the Planning Commission on the 27th day of October, 2015.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney



Development Overview

Community Type:	Transect Development
Total Site Acreage:	899.8 acres
Total Developed Space:	246.9 acres
Total Open Space:	552.9 acres (652.9 ac - 100 ac. of road)
Overall Percentage of Open Space:	61 % site wide average





CONCEPTUAL MASTER PLAN - PHASE TWO FEBRUARY 24, 2016





Thompson's Station Board of Mayor and Aldermen Staff Report – (Zone Amend 2016-001) April 12, 2016 Rezone for Phase 2 of Two Farms at Thompson's Station (Map 119 1.00; Map 131 11.00 and Map 131 11.03).

PROJECT DESCRIPTION

A request from Franklin National, LLC to rezone 899.8 acres south of West Harpeth Road, south of State Route 840, west of Sedberry Road to Transect Community (TC) for Phase 2 of the Two Farms at Thompson's Station mixed-use and golf club community.



BACKGROUND

The Board of Mayor and Aldermen adopted the resolution to annex land north of S.R. 840, south of Coleman Road into the Town's municipal boundary.

The Board of Mayor and Aldermen zoned the land south of West Harpeth Road as T2 which is an agricultural zone and zoned the area north of West Harpeth Road (phase 1 of Two Farms) as TC or Transect Community which allows the development of mixed use projects.

A concept plan was submitted for phase 1 of the Two Farms at Thompson's Station which consists of approximately 1,223 acres to be developed into hamlets with a mix of residential types, an 18-hole golf course and other non-residential development. The development of a hamlet requires 60% open space which would include approximately 743 acres of the overall site and include the golf course.

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 is to evaluate the request based on the General Plan and make a formal recommendation to the Board of Mayor and Aldermen. The recommendation can be one of denial, approval, or approval with conditions.

THE REQUEST BEFORE THE BOARD OF MAYOR AND ALDERMEN

The subject site was rezoned in January 2016 upon annexation to T2 - Rural because at the time, no concept plan was submitted for phase 2 of the Two Farms development. The applicant has begun preparing the concept plan to illustrate the overall development associated with both phases of the project in order to "plan holistically" and plan for the acceptable school site, public works building and trail (see justification statement provided by the applicant attached).

STAFF FINDINGS

The subject property is located south of West Harpeth Road, north and south of State Route 840. Phase 1 of the Two Farms development is zoned Transect Community (TC). The subject properties north of State Route 840 are located within the G1 – Controlled Growth Sector of the General Plan which permits the development of land as a Transect Community. However, the land south of State Route 840 is located within the O2 – Rural Open Space sector. The rezone of the property located north of State Route 840 to TC is consistent with the existing zoning for phase 1 of Two Farms project and 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, the land south of State Route 840 is adjacent to T2 – Rural zoning which requires the development of agricultural land uses with single family residential as accessory uses. In addition, access to the southern portion of the property will be located along Sedberry Road with only a pedestrian connection to the properties north of State Route 840. Therefore, Staff recommends that the land south of State Route 840 be maintained as T2 zoning unless vehicular access can be addressed.

Therefore, Staff finds that the TC zoning for the property north of State Route 840 is consistent with the General Plan and will be developed in accordance with the Town's Land Development Ordinance so as to not have a negative effect on the surrounding properties. In addition, technical studies related to traffic and natural resources will be required to evaluate the proposal and be reviewed by the Town prior to any formal approvals.

RECOMMENDATION

The Planning Commission recommends to the Board of Mayor and Aldermen adopt Ordinance 2016-005 to rezone the land north of State Route 840 (Map 119 1.00 and Map 131 11.03) for phase 2 of the Two Farms at Thompson's Station as Transect Community (TC).

ATTACHMENTS

Ordinance 2016-005 Application Statement Draft Conceptual Master Plan Draft Conceptual Hamlet Plan



<u>Project Description Information:</u>

Subdivision / Project Name:		Two Farms at Thompson's Station
Plat Book & Page #:	N/A	Lot #(s):

Project Description:

Two Farms at Thompson's Station is a destination, mixed-use golf club community. This 'phase two' concept plan extends a wide variety of housing size options and locations south of West Harpeth that are delicately clustered around both the existing natural amenities of the site and the newly designed family-focused amenity nodes. This project will represent a new commitment to the phrase, 'a live well-lived.'

<u>Justification Statement:</u> State why the application(s) should be approved, based on the required findings (if any). Attach additional pages if necessary.

First, the applicant is seeking rezoning on this 'second phase' of the project based on the merits of how the accompanied draft concept plan upholds the intent of the newly adopted Thompson's Station Land Development Ordinance dated September 29, 2015. The applicant is submitting a draft concept plan for initial review to further support the rezoning request. Further refinement will follow.

Secondly, the applicant is also seeking rezoning as a way to more holistically plan for the future of the recently annexed parcels of land in their entirety. In order to be the best stewards of this land, we believe that a process should exist to allow a more complete exploration of ideas; north to south. Rezoning of the 'phase two' parcels starts that process - allowing the applicant a chance to review all alternatives futures with planning staff.

Lastly, the applicant is seeking rezoning as a way to further evolve ideas required by the town during the 'phase one' rezoning process (i.e. 'acceptable school site', public safety building location, trail connections) and further answer immediate 'phase one' infrastructure routing requirements (i.e. sewer alignment from 840).

In short, rezoning 'the southern parcel' will ensure the best outcome is reached for both the north and the south parcels as a whole.

Signature of Applicant Authorized Synatory

February 24, 2015

Date
F i s c h b a c h Transportation Group, LLC Traffic Engineering and Planning

Traffic Impact Study

Roderick Place Columbia Pike Thompson's Station, TN

Prepared March 2016

Ms. Gillian L. Fischbach, P.E., PTOE P.O. Box 682736 Franklin, TN 37068 (615) 771-8022 phone Gillian@FTGtraffic.com **Traffic Impact Study**

Roderick Place Columbia Pike

Thompson's Station, Tennessee

Prepared March 2016

PREPARED FOR:

Mr. Leon Heron, Jr. C&L Development P.O. Box 241 Thompson's Station, TN 37179

PREPARED BY:

Ms. Gillian L. Fischbach, P.E., PTOE Fischbach Transportation Group (FTG, LLC) P.O. Box 682736 Franklin, TN 37068 Phone: (615) 771-8022 FTG Project Number: 10621



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1. INTRODUCTION

This traffic study has been prepared in order to identify the traffic impacts of a mixed-use development that is proposed to be constructed on the east side of Columbia Pike, approximately half way between State Route 840 and Thompson's Station Road, in Thompson's Station, Tennessee.

For the purposes of this study, existing and background traffic volumes were established. Also, trip generation calculations were performed, and the trips which are expected to be generated by the proposed project were distributed to the roadway system and added to the background traffic volumes. The intersections which provide access to the site were then re-evaluated to determine the traffic impacts of the proposed project. Access needs for the project were evaluated, and the necessary roadway and/or traffic control improvements were identified. This report presents the results of these analyses and the subsequent recommendations.

2. **PROJECT DESCRIPTION**

The location of the proposed project is shown in Figure 1. As shown, the project site is located on the east side of Columbia Pike, approximately half way between State Route 840 and Thompson's Station Road, in Thompson's Station, Tennessee. Along the frontage of the Roderick Place project site, Columbia Pike includes two 12-foot travel lanes and 6-foot shoulders. A 45 mph speed limit is posted on this roadway segment.

Currently, the project site includes an historic single-family house that is included on the National register. Also, the site includes several outbuildings and a second single-family home, which is not historic. The developer of the proposed project plans to construct the following land uses:

- A restaurant with 3,768 sq.ft. of space
- A convenience store / gas station with four (4) fuel pumps
- 87 single-family homes
- A resort hotel with 75 rooms, 56 cottages, a restaurant, and a spa.

Access to the proposed project will be provided at three locations on Columbia Pike.

The current project site plan is shown in Figure 2. In large part, economic and market considerations will dictate the pace and timing with which the proposed project is actually completed. For the purposes of this study, it was assumed that the proposed project will be completed in three years.

F i s c h b a c h Transportation Group, LLC

Traffic Engineering and Planning



No Scale XX - AM Peak Hour Volumes (XX) - PM Peak Hour Volumes

Figure 1. Location of the Project Site

BUILDING KEY:

Place

- A = The Mansion at Roderick Place
- B = The Inn at Roderick Place
- C = The Spa and Wellness Center at Roderick Place
- D = The Village Market and Restaurant at Roderick



BARN

AMENITY

AREA



SITE DATA						
	pecific Plan-Hig 9.90 AC	h Intensity District				
COMMERCIAL AREA: (T	he Knoll & Villa	ge)				
COMMERCIAL AREA:	A B +	13.59 AC				
OPEN SPACE REQUIRED):	6.80 AC (50%)				
OPEN SPACE WITHIN C	OMMERCIAL:	7.18 AC (53%)				
RESIDENTIAL	-	110				
RESIDENTIAL AREA:		66.31 AC				
OPEN SPACE REQUIRED):	26.52 AC (40%)				
OPEN SPACE WITHIN R	ESIDENTIAL:	26.97 AC (41%)				
ESTATE LOTS:	56					
GARDEN LOTS:	31					
TOTAL SINGLE FAMILY:	87					
KNOLL COTTAGES:	56					
TOTAL UNITS:	143					
PROVIDED DENSITY:	2.2 DU/A					

FUTURE OFF-SITE CONNECTION

27

25

24



KISER VOGRIN DESIGN January 27, 2016 Project #14046

100

SCALE: 1"=100'

200

 \mathbf{O}

3. EXISTING TRAFFIC VOLUMES

In order to provide data for the traffic impact analysis, current peak hour traffic volumes were identified for Columbia Pike in the vicinity of the project site. Specifically, hourly, directional data was collected on this roadway segment by the Tennessee Department of Transportation (TDOT). This raw count data is included in Appendix A, and the existing peak hour traffic volumes are shown in Figure 3.



Figure 3. Existing Peak Hour Traffic Volumes

4. **PROJECTION OF BACKGROUND TRAFFIC VOLUMES**

In order to account for the traffic growth which will occur within the study area because of typical growth, historical volumes within the study area were considered. Specifically, the Tennessee Department of Transportation (TDOT) conducts an annual count program throughout the state, and this count program includes the annual collection of average daily traffic (ADT) counts at numerous fixed locations.

As shown in Table 1, the daily traffic volumes on Columbia Pike, between State Route 840 and Thompson's Station Road, has remained relatively stable since State Route 840 opened in 2005. However, in order to present a conservative analysis for the purposes of this study, the existing traffic volumes were increased by 6% in order to represent the background conditions in 2019, as shown in Figure 4.

Year	Station 67 Columbia Pike ADT	Annual Growth	
2006	21,645		
2007	20,488	-5.35%	
2008	19,891	-2.91%	
2009	18,342	-7.79%	
2010	17,900	-2.41%	
2011	18,685	4.39%	
2012	18,101	-3.13%	
2013	19,666	8.65%	Overall Growth
2014	21,013	6.85%	-0.36%

TABLE 1.HISTORICAL TRAFFIC VOLUMES IN THE STUDY AREA



Figure 4. Background Peak Hour Traffic Volumes (Existing Traffic Volumes Increased by 6%)

5. IMPACTS OF PROPOSED DEVELOPMENT

5.1 TRIP GENERATION

Trip generation calculations were conducted in order to identify how much traffic will be generated by the proposed project. Trip generation data for daily and peak hour trips were identified from <u>Trip Generation</u>, Ninth Edition, which was published by the Institute of Transportation Engineers (ITE) in 2012. Table 2 presents the daily and peak hour trip generations for proposed project, and these calculations are included in Appendix B.

			GENERATED TRAFFIC			
LAND USE	SIZE	DAILY TRAFFIC	AM PEAK HOUR		PM PEAK HOUR	
		_	ENTER	EXIT	ENTER	EXIT
Single-Family (LUC 210)	87 homes	828	16	49	55	32
Sit-Down Restaurant (LUC 932)	3,768 sq.ft.	480	23	18	22	15
Convenience Store / Gas Station (LUC 852)	4 pumps	2,170	33	33	38	38
Resort (LUC 330)	131 rooms	1,168 *	35	14	28	37
TOTAL ENTERING AND EX	4,646	107	114	143	122	
NEW 7 COLUMBIA PIKE	3,018	82	89	114	93	

TABLE 2.TRIP GENERATION

Daily trips identified using LUC 310 (Inn) because no such data is available for LUC 330 *Resort)

** Based on the assumption that 75% of the traffic generated by the convenience store/gas station will be pass-by trips that are already traveling on Columbia Pike during the peak hours.

For the purposes of this study, it was estimated that 75% of the traffic generated by the proposed convenience store and gas station will be captured, or "pass-by" trips from the adjacent street system. However, it was estimated that none of the traffic generated by the other proposed land uses will be captured, or "pass-by" trips from the adjacent street system.

Also, even though studies have shown that it is common for a portion of the trips generated by mixed-use developments will be internal to the site, it was assumed for the purposes of this study

that none of the traffic generated by the proposed project will be internal. These assumptions were made because the proposed land use mixed includes relatively small-scale development, and so the potential for diverted trips and/or shared trips is reduced. Also, the conservative approach leads to projected traffic volumes and capacity analyses that will include ample storage for dedicated turn lanes. This is particularly important for intersections on major arterial roadways such as Columbia Pike.

5.2 TRIP DISTRIBUTION AND TRAFFIC ASSIGNMENT

For the purposes of this study, it was estimated that the trips generated by the proposed development will access the project site according to the directional distributions shown in Figures 5A, 5B, and 5C. The development of these distributions was based on the following factors:

- existing land use characteristics,
- the directions of approach of the existing traffic,
- the access proposed for the project, and
- the locations of population centers in the area.

The peak hour trip generations and directional distributions were used to add the site-generated trips to the roadway system. Figures 6A, 6B, 6C, and 6D include the peak hour traffic volumes that are expected to be generated by the proposed project.



No Scale XX - Entering Volumes (XX) - Exiting Volumes

Figure 5A. Directional Distribution of Traffic Generated by the Restaurant and Gas Station



No Scale XX - Entering Volumes (XX) - Exiting Volumes

Figure 5B. Directional Distribution of Traffic Generated by the Residential Land Uses



No Scale XX - Entering Volumes (XX) - Exiting Volumes

Figure 5C. Directional Distribution of Traffic Generated by the Resort (Inn, Cottages, Restaurant, and Spa)



Figure 6A. Primary Peak Hour Traffic Volumes Generated by the Restaurant and Gas Station



Figure 6B. Pass-by Peak Hour Traffic Volumes Generated by the Restaurant and Gas Station



Figure 6C. Peak Hour Traffic Volumes Generated by the Residential Land Uses



Figure 6D. Peak Hour Traffic Volumes Generated by the Resort (Inn, Cottages, Restaurant, and Spa)

5.3 CAPACITY ANALYSES

In order to identify the projected peak hour traffic volumes at the completion of the proposed project, the trips generated by the proposed project were added to the background peak hour traffic volumes within the study area. The resulting peak hour volumes are shown in Figure 7.

Using the total projected peak hour traffic volumes, capacity analyses were conducted in order to determine the impact of the proposed project on the roadway system. Specifically, in order to evaluate the need for roadway and traffic control improvements within the study area, capacity calculations were performed for the project accesses, based on the methods outlined in the <u>Highway Capacity Manual 2010</u> (HCM2010). These analyses result in the determination of a Level of Service (LOS), which is a measure of evaluation is used to describe how well an intersection or roadway operates. LOS A represents free flow traffic operations, and LOS F suggests that average vehicle delays are relatively high. Table 3 presents the descriptions of LOS for unsignalized intersections.

For the purposes of these analyses, two laneage scenarios were considered:

- 1. Initially, it was assumed that all existing laneage on Columbia Pike will be maintained. Specifically, it was assumed that Columbia Pike will continue to include one travel lane in each direction, and no dedicated left and/or right turn lanes will be provided at the project access. Also, it was initially assumed that the project access will be constructed to include one eastbound entering lane and one westbound exiting lane.
- 2. Additional consideration was given to a laneage scenario that includes a dedicated southbound left turn lane at each project access, as well as dedicated northbound right turn lanes at the middle and southern project accesses. Also, for this scenario, it was assumed that the project access will be constructed to include one eastbound entering lane and two westbound exiting lanes, striped as separate left and right turn lanes.

The results of the capacity analyses for the existing peak hour traffic volumes are shown in Table 4, and Appendix C includes the capacity analyses worksheets. These analyses indicate the following:

- 1. With a two-lane cross-section on Columbia Pike and without dedicated turn lanes at the project accesses, the average delay for westbound turning movements from the project accesses will exceed 50 seconds per vehicle. However, the vehicle queues on the westbound approaches of the project accesses will be low.
- 2. With a two-lane cross-section on Columbia Pike, as well as a southbound left turn lane at each project access, northbound right turn lanes at the middle and southern project accesses, and separate westbound left and right turn lanes at the project access, the vehicle delays and queues will be reduced.

Additional analyses were conducted to determine whether or not dedicated left and/or right turn lanes are warranted for construction on Columbia Pike at the project access. These analyses were based on the method outlined in *NCHRP Report 457: Engineering Study Guide for Evaluating Intersection Improvements*. The relevant charts and the results are included in Appendix D. As shown, a southbound left turn lane is warranted at each project access on Columbia Pike.



Figure 7. Total Projected Peak Hour Traffic Volumes with the Completion of the Proposed Project

Level of Service	Description	Average Control Delay (sec/veh)
А	Minimal delay	<u><</u> 10
В	Brief delay	$> 10 \text{ and } \le 15$
С	Average delay	$>$ 15 and \leq 25
D	Significant delay	> 25 and ≤ 35
Е	Long delay	$> 35 \text{ and } \le 50$
F	Extreme delay	> 50

TABLE 3.DESCRIPTIONS OF LOS FOR UNSIGNALIZED INTERSECTIONS

Source: <u>Highway Capacity Manual 2010</u> (HCM 2010)

	TUDNING	AM PEA	K HOUR	PM PEAK HOUR	
INTERSECTION	TURNING MOVEMENT	LEVEL OF SERVICE	95 th %-ILE QUEUE	LEVEL OF SERVICE	95 th %-ILE QUEUE
Columbia Pike and the Northern Project Access	Southbound Left Turns / Thrus	LOS B	1 veh	LOS A	1 veh
(with existing laneage)	Westbound Left and Right Turns	LOS F	1 veh	LOS C	1 veh
Columbia Pike and the Northern Project Access	Southbound Left Turns	LOS B	1 veh	LOS A	1 veh
(with southbound left turn lane and separate	Westbound Left Turns	LOS F	1 veh	LOS F	1 veh
westbound left and right turn lanes)	Westbound Right Turns	LOS E	1 veh	LOS B	1 veh
Columbia Pike and the Middle Project Access	Southbound Left Turns / Thrus	LOS B	1 veh	LOS A	1 veh
(with existing laneage)	Westbound Left and Right Turns	LOS F	1 veh	LOS E	1 veh
Columbia Pike and the Middle Project Access	Southbound Left Turns	LOS B	1 veh	LOS A	1 veh
(with southbound left turn lane and separate	Westbound Left Turns	LOS F	1 veh	LOS F	1 veh
westbound left and right turn lanes)	Westbound Right Turns	LOS D	1 veh	LOS B	1 veh
Columbia Pike and the Southern Project Access	Southbound Left Turns / Thrus	LOS B	1 veh	LOS A	1 veh
(with existing laneage)	Westbound Left and Right Turns	LOS F	7 veh	LOS F	4 veh
Columbia Pike and the Southern Project Access	Southbound Left Turns	LOS B	1 veh	LOS A	1 veh
(with southbound left turn lane, northbound right	Westbound Left Turns	LOS F	4 veh	LOS F	3 veh
turn lane, and separate westbound left and right turn lanes)	Westbound Right Turns	LOS E	1 veh	LOS B	1 veh

TABLE 4.TOTAL PEAK HOUR LEVELS OF SERVICE

5.4 TRAFFIC SIGNAL WARRANT ANALYSES

Based on the daily trip generations and the directional distribution, hourly traffic volumes entering and exiting each project access for the Roderick Place project site were estimated, as shown in Tables 5, 6, and 7.

TABLE 5.HOURLY TRAFFIC VOLUMESEXPECTED TO BE GENERATED BY THE RODERICK PLACE DEVELOPMENT

INTERSECTION OF COLUMBIA PIKE AND THE NORTHERN PROJECT ACCESS

HOUR	% OF DAILY TRAFFIC	TOTAL TRAFFIC	% ENTER	ENTERING TRAFFIC	% EXIT	EXITING TRAFFIC
12:00 - 1:00 AM	0.5%	3	60%	2	40%	1
1:00 - 2:00 AM	1.0%	5	50%	3	50%	3
2:00 - 3:00 AM	1.5%	8	40%	3	60%	5
3:00 - 4:00 AM	2.0%	11	30%	3	70%	8
4:00 - 5:00 AM	2.0%	11	25%	3	75%	8
5:00 - 6:00 AM	3.0%	16	25%	4	75%	12
6:00 - 7:00 AM	5.0%	27	25%	7	75%	20
7:00 - 8:00 AM	7.9%	42	25%	11	75%	32
8:00 - 9:00 AM	5.0%	27	30%	8	70%	19
9:00 - 10:00 AM	4.0%	22	35%	8	65%	14
10:00 - 11:00 AM	4.0%	22	40%	9	60%	13
11:00 - 12:00 N	4.0%	22	50%	11	50%	11
12:00 - 1:00 PM	5.0%	27	50%	13	50%	13
1:00 - 2:00 PM	5.0%	27	50%	13	50%	13
2:00 - 3:00 PM	6.0%	32	50%	16	50%	16
3:00 - 4:00 PM	6.0%	32	60%	19	40%	13
4:00 - 5:00 PM	7.0%	38	60%	23	40%	15
5:00 - 6:00 PM	10.5%	57	63%	36	37%	21
6:00 - 7:00 PM	7.0%	38	65%	24	35%	13
7:00 - 8:00 PM	5.0%	27	70%	19	30%	8
8:00 - 9:00 PM	4.0%	22	75%	16	25%	5
9:00 - 10:00 PM	3.0%	16	75%	12	25%	4
10:00 - 11:00 PM	1.0%	5	80%	4	20%	1
11:00 - 12:00 M	0.6%	3	70%	2	30%	1
TOTAL	100.0%	538		269		270

TABLE 6.HOURLY TRAFFIC VOLUMESEXPECTED TO BE GENERATED BY THE RODERICK PLACE DEVELOPMENT

INTERSECTION OF COLUMBIA PIKE AND THE MIDDLE PROJECT ACCESS

HOUR	% OF DAILY TRAFFIC	TOTAL TRAFFIC	% ENTER	ENTERING TRAFFIC	% EXIT	EXITING TRAFFIC
12:00 - 1:00 AM						
1:00 - 2:00 AM						
2:00 - 3:00 AM						
3:00 - 4:00 AM						
4:00 - 5:00 AM						
5:00 - 6:00 AM	3.0%	33	75%	25	25%	8
6:00 - 7:00 AM	4.0%	44	75%	33	25%	11
7:00 - 8:00 AM	4.1%	46	72%	33	28%	13
8:00 - 9:00 AM	5.0%	56	70%	39	30%	17
9:00 - 10:00 AM	6.0%	67	65%	43	35%	23
10:00 - 11:00 AM	7.0%	78	60%	47	40%	31
11:00 - 12:00 N	8.0%	89	55%	49	45%	40
12:00 - 1:00 PM	9.0%	100	50%	50	50%	50
1:00 - 2:00 PM	9.0%	100	50%	50	50%	50
2:00 - 3:00 PM	9.0%	100	50%	50	50%	50
3:00 - 4:00 PM	8.0%	89	45%	40	55%	49
4:00 - 5:00 PM	6.0%	67	45%	30	55%	37
5:00 - 6:00 PM	5.5%	61	43%	26	57%	35
6:00 - 7:00 PM	5.0%	56	30%	17	70%	39
7:00 - 8:00 PM	4.0%	44	25%	11	75%	33
8:00 - 9:00 PM	3.0%	33	20%	7	80%	27
9:00 - 10:00 PM	2.0%	22	15%	3	85%	19
10:00 - 11:00 PM	1.4%	16	10%	2	90%	14
11:00 - 12:00 M	1.0%	11	5%	1	95%	11
TOTAL	100.0%	1,111		555		556

TABLE 7.HOURLY TRAFFIC VOLUMESEXPECTED TO BE GENERATED BY THE RODERICK PLACE DEVELOPMENT

INTERSECTION OF COLUMBIA PIKE AND THE SOUTHERN PROJECT ACCESS

HOUR	% OF DAILY TRAFFIC	TOTAL TRAFFIC	% ENTER	ENTERING TRAFFIC	% EXIT	EXITING TRAFFIC
12:00 - 1:00 AM	0.5%	15	50%	7	50%	7
1:00 - 2:00 AM	1.0%	30	50%	15	50%	15
2:00 - 3:00 AM	1.0%	30	50%	15	50%	15
3:00 - 4:00 AM	2.0%	60	50%	30	50%	30
4:00 - 5:00 AM	2.0%	60	50%	30	50%	30
5:00 - 6:00 AM	2.0%	60	50%	30	50%	30
6:00 - 7:00 AM	2.0%	60	50%	30	50%	30
7:00 - 8:00 AM	2.1%	63	48%	30	52%	33
8:00 - 9:00 AM	4.0%	120	50%	60	50%	60
9:00 - 10:00 AM	6.0%	180	50%	90	50%	90
10:00 - 11:00 AM	7.0%	210	50%	105	50%	105
11:00 - 12:00 N	8.0%	240	50%	120	50%	120
12:00 - 1:00 PM	9.0%	270	50%	135	50%	135
1:00 - 2:00 PM	9.0%	270	50%	135	50%	135
2:00 - 3:00 PM	8.0%	240	50%	120	50%	120
3:00 - 4:00 PM	7.0%	210	50%	105	50%	105
4:00 - 5:00 PM	5.0%	150	50%	75	50%	75
5:00 - 6:00 PM	4.9%	147	55%	81	45%	66
6:00 - 7:00 PM	5.0%	150	50%	75	50%	75
7:00 - 8:00 PM	5.0%	150	50%	75	50%	75
8:00 - 9:00 PM	5.0%	150	50%	75	50%	75
9:00 - 10:00 PM	3.0%	90	45%	40	55%	49
10:00 - 11:00 PM	1.0%	30	45%	13	55%	16
11:00 - 12:00 M	0.5%	15	45%	7	55%	8
TOTAL	100.0%	2,998		1,498		1,500

The Federal Highway Administration has published the <u>Manual on Uniform Traffic Control</u> <u>Devices</u> (MUTCD 2010), which includes traffic signal warrants that help traffic engineering professionals to identify when a traffic signal installation is justified at a particular location. The warrants include minimum conditions that are compared to existing or projected traffic conditions, and typically, traffic signals should not be installed unless at least one of the MUTCD warrants, as described in Appendix E, is met.

It is important to note that the <u>Manual on Uniform Traffic Control Devices</u> (MUTCD 2010) stipulates that the signal warrant thresholds may be reduced by 30% "...if the posted or statutory speed limit or the 85th percentile speed on the major street exceeds 40 mph..." Since a 45 mph speed limit is currently posted on Columbia Pike, the reduced traffic signal warrant thresholds were considered appropriate for the intersection of Columbia Pike and the project accesses.

The projected traffic volumes at the intersection of Columbia Pike and the project accesses were compared to the reduced signal warrant thresholds, and the results of these analyses are included in Tables 8, 9, and 10. These results indicate that the total projected hourly traffic volumes at the intersection of Columbia Pike and the southern project site will satisfy two of the volume-related traffic signal warrants.

TABLE 8.TRAFFIC SIGNAL WARRANT ANALYSIS

INTERSECTION OF COLUMBIA PIKE AND THE NORTHERN PROJECT ACCESS

ногр	TRAFFIC VOLUMES	SATISFY REDUCED WARRANTS?		
HOUR	Northern Access	Warrant 1 Condition A	Warrant 1 Condition B	Warrant 2
10:00 - 11:00 AM	13			
11:00 - 12:00 noon	11			
12:00 noon - 1:00 PM	13			
1:00 - 2:00 PM	13			
2:00 - 3:00 PM	16			
3:00 - 4:00 PM	13			
4:00 - 5:00 PM	15			
5:00 - 6:00 PM	21			
6:00 - 7:00 PM	13			
7:00 - 8:00 PM	8			

TABLE 9.TRAFFIC SIGNAL WARRANT ANALYSIS

INTERSECTION OF COLUMBIA PIKE AND THE MIDDLE PROJECT ACCESS

ногр	TRAFFIC VOLUMES	SATISFY REDUCED WA		ARRANTS?	
HOUR	Middle Access (Westbound)	Warrant 1 Condition A	Warrant 1 Condition B	Warrant 2	
10:00 - 11:00 AM	31				
11:00 - 12:00 noon	40				
12:00 noon - 1:00 PM	50				
1:00 - 2:00 PM	50				
2:00 - 3:00 PM	50				
3:00 - 4:00 PM	49				
4:00 - 5:00 PM	37				
5:00 - 6:00 PM	35				
6:00 - 7:00 PM	39				
7:00 - 8:00 PM	33				

TABLE 10.TRAFFIC SIGNAL WARRANT ANALYSIS

INTERSECTION OF COLUMBIA PIKE AND THE SOUTHERN PROJECT ACCESS

HOUR	TRAFFIC VOLUMES	SATISFY REDUCED WARRANTS?		
	Southern Access (Westbound)	Warrant 1 Condition A	Warrant 1 Condition B	Warrant 2
10:00 - 11:00 AM	105		Yes	Yes
11:00 - 12:00 noon	120		Yes	Yes
12:00 noon - 1:00 PM	135		Yes	Yes
1:00 - 2:00 PM	135		Yes	Yes
2:00 - 3:00 PM	120		Yes	Yes
3:00 - 4:00 PM	105		Yes	Yes
4:00 - 5:00 PM	75		Yes	
5:00 - 6:00 PM	66			
6:00 - 7:00 PM	75		Yes	
7:00 - 8:00 PM	75		Yes	

6. CONCLUSIONS AND RECOMMENDATIONS

The analyses presented in this study indicate that the following infrastructure improvements should be provided in order to accommodate the total projected traffic volumes with the completion of the proposed mixed-use project:

- 1. Each project access should be constructed to include one eastbound entering lane and two westbound exiting lanes. At the northern and middle project accesses, each of the westbound exiting lanes should include at least 100 feet of storage and should be designed and constructed according to AASHTO standards. At the southern project access, the westbound left turn lane should include at least 200 feet of storage, and the westbound right lane should include at least 100 feet of storage. These turn lanes should be designed and constructed according to AASHTO standards.
- 2. A southbound left turn lane should be constructed on Columbia Pike at each project access. Each of these turn lanes should be 12 feet wide and include at least 100 feet of storage, designed and constructed according to AASHTO standards. It is important to note that these turn lanes are warranted because of the significantly high northbound and southbound peak hour traffic volumes on Columbia Pike. Therefore, these turn lanes should be provided when each project access is constructed in order to facilitate safe and efficient turning movements at these locations.
- 3. Northbound right turn lanes should be constructed on Columbia Pike at the middle and southern project accesses. Each of these turn lanes should be 12 feet wide and include at least 100 feet of storage, designed and constructed according to AASHTO standards. It is important to note that these turn lanes are warranted because of the significantly high northbound peak hour traffic volumes on Columbia Pike. Therefore, these turn lanes should be provided when each project access is constructed in order to facilitate safe and efficient turning movements at these locations.

It is important to note that the westbound left turns from the project accesses onto southbound Columbia Pike are expected to operate at poor LOS during both peak hours. However, these results are typical for unsignalized accesses on major arterial roadways. Also, the vehicle queues expected for each of these turning movements indicate that the turning movements at these locations will operate acceptably and appropriately. Therefore, the recommended laneage and stop control on the project accesses are the appropriate initial treatments for these intersections.

However, the projected traffic volumes at the intersection of Columbia Pike and the southern project access exceed the thresholds that would indicate that traffic signalization will be warranted at this location. Therefore, peak hour traffic counts should be conducted at all three project accesses when the development is complete. Based on the updated traffic counts, capacity analyses and signal warrant analyses should be completed in order to confirm the appropriate traffic control at the intersection of Columbia Pike and the southern project access.
Finally, consideration was given to the existing laneage on northbound and southbound Columbia Pike in the vicinity of the project site. Currently, this major arterial roadway includes one travel lane in each direction and provides a connection between the Cities and Towns of Columbia, Spring Hill, Thompson's Station, and Franklin. Also, this facility includes an interchange with State Route 840 approximately ¹/₂ mile north of the proposed project site. In the vicinity of the bridge over State Route 840, Columbia Pike has been widened to a five-lane cross-section, and this laneage extends approximately 1,250 feet south of the ramps for eastbound State Route 840. Based on the significant northbound and southbound traffic volumes on Columbia Pike through Thompson's Station, it would be reasonable to pursue an extension of this five-lane cross-section from its existing terminus north of Critz Lane to Thompson's Station Road. However, this additional capacity would likely mean higher vehicle speeds on Columbia Pike and, potentially, even higher northbound and southbound traffic volumes. Therefore, the ultimate character and cross-section of Columbia Pike will likely be an on-going discussion between the Town of Thompson's Station and the Tennessee Department of Transportation (TDOT). Whether Columbia Pike includes one or two travel lanes in each direction along the frontage of the project site, the recommended laneage and traffic control at the project accesses will facilitate safe and efficient turning movements for the Roderick Place project.

APPENDIX A EXISTING TRAFFIC COUNTS

County:	Williamson	Station Number:	000067
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Station Type:

Route:

SR006

Other Rural

Location: NEAR THOMPSON STATION

		Average	Average	Annual	Axle	
Month	Year	Weekday Traffic	Daily Traffic	Average Daily	Adjustment Factor	Remarks
03	1985	9,366	9,834	9,342	0.95	
02	1986	9,238	10,993	10,443	0.95	
02	1987	10,049	11,456	10,883	0.95	
03	1988	10,845		11,127	0.95	
03	1989	11,699	0	7,490	0.95	ACTUAL = 12226
01	1990	7,392		8,427	0.95	
03	1991	6,937	7,492	7,117	0.95	
03	1992	7,747	8,057	7,654	0.95	
04	1993	8,722	8,548	8,121	0.95	
05	1994	11,218	10,881	10,337	0.95	
04	1995	9,852	9,556	9,079	0.95	
04	1996	10,220	9,913	9,418	0.95	
04	1997	10,416	9,999	9,499	0.95	
04	1998	12,078	11,595	11,015	0.95	
03	1999	11,154	11,489	10,915	0.95	
05	2000	14,735	13,998	13,289	0.95	CT LOOKS GOOD
05	2001	16,740	15,903	15,108	0.95	
01	2002	14,346	14,776	14,037	0.95	
03	2003	14,920	15,367	14,599	0.95	
08	2004	0	0	15,037	0.95	EST
05	2005	21,270	20,845	15,488	0.95	ACTUAL - 19802
05	2006	24,766	22,785	21,645	0.95	HIGH LAST 2 YEARS
03	2007	22,465	21,566	20,488	0.95	
03	2008	18,289	17,923	19,891	0.95	ACTUAL= 17027
04	2009	20,761	19,308	18,342	0.95	
11	2010	19,834	18,842	17,900	0.95	
04	2011	21,149	19,669	18,685	0.98	
04	2012	19,240	18,470	18,101	0.98	
03	2013	20,688	20,067	19,666	0.98	
03	2014	21,658	21,441	21,013	0.98	

NORTHBOUND

COVERAGE COUNT DATA WITH 24 HOUR TOTALS

Station Number:	000067		County:	94 Williamson
Start Date:	03/31/	2014	End Date:	04 / 01 / 2014
Start Time:	12 : 00		End Time:	12 : 00
Direction:	1	(Coverage)		

Time

12:00 - 13:00	597
13:00 - 14:00	608
14:00 - 15:00	666
15:00 - 16:00	654
16:00 - 17:00	616
17:00 - 18:00	619
18:00 - 19:00	581
19:00 - 20:00	446
20:00 - 21:00	247
21:00 - 22:00	167
22:00 - 23:00	104
23:00 - 24:00	56
24:00 - 01:00	29
01:00 - 02:00	18
02:00 - 03:00	17
03:00 - 04:00	25
04:00 - 05:00	89
05:00 - 06:00	333
06:00 - 07:00	1,065
07:00 - 08:00	1,207
08:00 - 09:00	1,110
09:00 - 10:00	879
10:00 - 11:00	674
11:00 - 12:00	644

Total:	11.451

Peak AM	Peak Total	Peak Hour Factor	r Peak PM	i cum i otur	Peak Hour Factor
07:15 - 08:15	1789	0.92	17:00 - 18:00		0.94
Peak AM % D	ir Dist AM %	Peak PM %	Dir Dist PM %	Daily Peak %	Daily Dir Dist %

SOUTHBOUND

COVERAGE COUNT DATA WITH 24 HOUR TOTALS

Station Number:	000067		County:	94	Williamson
Start Date:	03 / 31 /	2014	End Date:	04 /	01 / 2014
Start Time:	12 : 00		End Time:	12 :	00
Direction:	2	(Coverage)			

Time

12:00 - 13:00	589
13:00 - 14:00	589
14:00 - 15:00	636
15:00 - 16:00	807
16:00 - 17:00	875
17:00 - 18:00	884
18:00 - 19:00	885
19:00 - 20:00	673
20:00 - 21:00	552
21:00 - 22:00	379
22:00 - 23:00	229
23:00 - 24:00	132
24:00 - 01:00	136
01:00 - 02:00	29
02:00 - 03:00	27
03:00 - 04:00	21
04:00 - 05:00	26
05:00 - 06:00	101
06:00 - 07:00	184
07:00 - 08:00	542
08:00 - 09:00	477
09:00 - 10:00	491
10:00 - 11:00	460
11:00 - 12:00	483

Total:	10,207
l otal:	10,207

Peak AM 07:15 - 08:15	Peak Total 5 1789	Peak Hour Facto 0.92	r Peak PM 17:00 - 18:00	Peak Total 1503	Peak Hour Factor 0.94
Peak AM %	Dir Dist AM %	Peak PM %	Dir Dist PM %	Daily Peak %	Daily Dir Dist %
8	67	7	59	8	67



COVERAGE COUNT DATA WITH 24 HOUR TOTALS

Station Number:	000067		County:	94 Williamson
Start Date:	03 / 31 /	2014	End Date:	04 / 01 / 2014
Start Time:	12 : 00		End Time:	12 : 00
Direction:	6	(Coverage)		

Time

12:00 - 13:00	1,186
13:00 - 14:00	1,197
14:00 - 15:00	1,302
15:00 - 16:00	1,461
16:00 - 17:00	1,491
17:00 - 18:00	1,503
18:00 - 19:00	1,466
19:00 - 20:00	1,119
20:00 - 21:00	799
21:00 - 22:00	546
22:00 - 23:00	333
23:00 - 24:00	188
24:00 - 01:00	165
01:00 - 02:00	47
02:00 - 03:00	44
03:00 - 04:00	46
04:00 - 05:00	115
05:00 - 06:00	434
06:00 - 07:00	1,249
07:00 - 08:00	1,749
08:00 - 09:00	1,587
09:00 - 10:00	1,370
10:00 - 11:00	1,134
11:00 - 12:00	1,127
	20

Total: 21,658 x Variation Factor: 0.99 = 21,441 x Truck Factor: 0.98 = AADT: 21,012.5

Peak AM 07:15 - 08:15	Peak Total 1789	Peak Hour Factor 0.92	Peak PM 17:00 - 18:00	Peak Total 1503	Peak Hour Factor 0.94
Peak AM %	Dir Dist AM %	Peak PM %	Dir Dist PM %	Daily Peak %	Daily Dir Dist %
8	67	7	59	8	67

APPENDIX B TRIP GENERATION

TRIP GENERATION CALCULATIONS – High-Turnover Sit-Down Restaurant

The following calculations are based on the data compiled for ITE Land Use Code 932.

Average Daily Traffic

T = 127.15 (X)T = 127.15 (**3.768**) T = 480 vehicles

Enter = 0.50 (480) = 240 vehicles Exit = 0.50 (480) = 240 vehicles

AM traffic during peak hour of adjacent street

T = 10.81 (X)T = 10.81 (**3.768**) T = 41 vehicles

Enter = 0.55 (41) = 23 vehicles Exit = 0.45 (41) = 18 vehicles

PM traffic during peak hour of adjacent street

T = 9.85 (X)T = 9.85 (**3.768**) T = 37 vehicles

Enter = 0.60(37) = 22 vehicles Exit = 0.40(37) = 15 vehicles

TRIP GENERATION CALCULATIONS – Convenience Store and Gas Station

The following calculations are based on the data compiled for ITE Land Use Code 852.

Average Daily Traffic

T = 542.6 (X)T = 542.6 (4)T = 2,170 vehicles

Enter = 0.50 (2,170) = 1,085 vehicles Exit = 0.50 (2,170) = 1,085 vehicles

AM traffic during peak hour of adjacent street

T = 16.57 (X) T = 16.57 (4)T = 66 vehicles

Enter = 0.50(66) = 33 vehicles Exit = 0.50(66) = 33 vehicles

PM traffic during peak hour of adjacent street

T = 19.07 (X) T = 19.07 (4)T = 76 vehicles

Enter = 0.50(76) = 38 vehicles Exit = 0.50(76) = 38 vehicles

TRIP GENERATION CALCULATIONS - Single-family Homes

The following calculations are based on the data compiled for ITE Land Use Code 210.

Average Daily Traffic

T = 9.52 (X)T = 9.52 (87)T = 828 vehicles

Enter = 0.50 (828) = 414 vehicles Exit = 0.50 (828) = 414 vehicles

AM traffic during peak hour of adjacent street

T = 0.75 (X)T = 0.75 (87)T = 65 vehicles

Enter = 0.25(65) = 16 vehicles Exit = 0.75(65) = 49 vehicles

PM traffic during peak hour of adjacent street

T = 1.00 (X) T = 1.00 (87)T = 87 vehicles

Enter = 0.63(87) = 55 vehicles Exit = 0.37(87) = 32 vehicles

TRIP GENERATION CALCULATIONS – Resort Hotel

The following calculations are based on the data compiled for ITE Land Use Code 330.

Average Daily Traffic (from LUC 310)

T = 8.92 (X)T = 8.92 (**131**) T = 1,168 vehicles

Enter = 0.50 (1,168) = 584 vehicles Exit = 0.50 (1,168) = 584 vehicles

AM traffic during peak hour of adjacent street

T = 0.37 (X) T = 0.37 (131)T = 49 vehicles

Enter = 0.72(49) = 35 vehicles Exit = 0.28(49) = 14 vehicles

PM traffic during peak hour of adjacent street

T = 0.49 (X) T = 0.49 (131)T = 65 vehicles

Enter = 0.49(65) = 28 vehicles Exit = 0.51(65) = 37 vehicles

APPENDIX C CAPACITY ANALYSES

HCS 2010 Two-Way Stop Control Summary Report									
General Information		Site Information							
Analyst	FTG	Intersection	Columbia and N. Project						
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN						
Date Performed	Mar 2016	East/West Street	N. Project Access						
Analysis Year	2016	North/South Street	Columbia Pike						
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.85						
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25						
Project Description	10621 (Total)								



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	bound			North	bound			South	bound		
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0	
Configuration							LR					TR		LT			
Volume (veh/h)						5		27			1297	2		9	607		
Percent Heavy Vehicles						0		0						0			
Proportion Time Blocked																	
Right Turn Channelized		Ν	lo			Ν	lo			Ν	lo		No				
Median Type		Undivided															
Median Storage																	
Delay, Queue Length, and	Level	of Ser	vice														
Flow Rate (veh/h)							38							725			
Capacity							107							442			
v/c Ratio							0.35							1.64			
95% Queue Length							1.4							0.1			
Control Delay (s/veh)							55.9							13.4			
Level of Service (LOS)							F							В			
Approach Delay (s/veh)					55.9							0.8					
Approach LOS						F							A				

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HCS 2010 Two-Way Stop Control Summary Report										
General Information		Site Information								
Analyst	FTG	Intersection	Columbia and N. Project							
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN							
Date Performed	Mar 2016	East/West Street	N. Project Access							
Analysis Year	2016	North/South Street	Columbia Pike							
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.85							
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25							
Project Description	10621 (Total)									



,

Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	bound			North	bound		Southbound				
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	0	0		1	0	1	0	0	1	0	0	1	1	0	
Configuration						L		R				TR		L	Т		
Volume (veh/h)						5		27			1297	2		9	607		
Percent Heavy Vehicles						0		0						0			
Proportion Time Blocked																	
Right Turn Channelized		N	lo			Ν	lo			N	lo		No				
Median Type		Undivided															
Median Storage																	
Delay, Queue Length, and	Level	of Ser	vice														
Flow Rate (veh/h)						6		32						11			
Capacity						44		146						442			
v/c Ratio						0.14		0.22						0.02			
														0.1			
95% Queue Length						0.4		0.8						0.1			
95% Queue Length Control Delay (s/veh)						0.4 98.3		0.8 36.4						13.4			
Control Delay (s/veh)						98.3 F	5.2	36.4						13.4 B	.2		

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HCS 2010 Two-Way Stop Control Summary Report									
General Information		Site Information							
Analyst	FTG	Intersection	Columbia and N. Project						
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN						
Date Performed	Mar 2016	East/West Street	N. Project Access						
Analysis Year	2016	North/South Street	Columbia Pike						
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.85						
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25						
Project Description	10621 (Total)								



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	oound			North	bound			South	bound		
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0	
Configuration							LR					TR		LT			
Volume (veh/h)						3		18			688	5		31	969		
Percent Heavy Vehicles						0		0						0			
Proportion Time Blocked																	
Right Turn Channelized		Ν	lo			Ν	lo			Ν	lo		No				
Median Type		Undivided															
Median Storage																	
Delay, Queue Length, and	Level	of Ser	vice														
Flow Rate (veh/h)							25							1176			
Capacity							209							821			
v/c Ratio							0.12							1.43			
95% Queue Length							0.4							0.1			
Control Delay (s/veh)							24.6							9.6			
Level of Service (LOS)							С							А			
Approach Delay (s/veh)	24					24	1.6						1.5				
Approach LOS		С					2						А				

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HCS 2010 Two-Way Stop Control Summary Report										
General Information		Site Information								
Analyst	FTG	Intersection	Columbia and N. Project							
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN							
Date Performed	Mar 2016	East/West Street	N. Project Access							
Analysis Year	2016	North/South Street	Columbia Pike							
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.85							
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25							
Project Description	10621 (Total)									



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	bound			North	bound			South	bound		
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	0	0		1	0	1	0	0	1	0	0	1	1	0	
Configuration						L		R				TR		L	Т		
Volume (veh/h)						3		18			688	5		31	969		
Percent Heavy Vehicles						0		0						0			
Proportion Time Blocked																	
Right Turn Channelized		N	lo			N	lo			N	lo		No				
Median Type		Undivided															
Median Storage																	
Delay, Queue Length, and	Level	of Ser	vice														
Flow Rate (veh/h)						4		21						36			
Capacity						62		382						821			
v/c Ratio						0.06		0.05						0.04			
95% Queue Length						0.2		0.2						0.1			
Control Delay (s/veh)						67.5		15.0						9.6			
Level of Service (LOS)						F		В						A			
Approach Delay (s/veh)					23.4							0.3					
Approach LOS						С						A					

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HCS 2010™ TWSC Version 6.70 1_fupm_imp.xtw

HCS 2010 Two-Way Stop Control Summary Report										
General Information		Site Information								
Analyst	FTG	Intersection	Columbia and Mid Project							
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN							
Date Performed	Mar 2016	East/West Street	Middle Project Access							
Analysis Year	2016	North/South Street	Columbia Pike							
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.85							
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25							
Project Description	10621 (Total)									



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	oound			North	bound			South	bound		
Movement	U	U L T R				L	Т	R	U	L	Т	R	U	L	Т	R	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0	
Configuration							LR					TR		LT			
Volume (veh/h)						4		9			1290	10		23	589		
Percent Heavy Vehicles						0		0						0			
Proportion Time Blocked																	
Right Turn Channelized		Ν	lo			Ν	lo			Ν	lo		No				
Median Type		Undivided															
Median Storage																	
Delay, Queue Length, and	Level	of Ser	vice														
Flow Rate (veh/h)							16							720			
Capacity							83							441			
v/c Ratio							0.19							1.63			
95% Queue Length							0.7							0.2			
Control Delay (s/veh)							58.6							13.7			
Level of Service (LOS)							F							В			
Approach Delay (s/veh)	5				58	3.6						1.9					
Approach LOS						F							A				

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HCS 2010 Two-Way Stop Control Summary Report										
General Information		Site Information								
Analyst	FTG	Intersection	Columbia and Mid Project							
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN							
Date Performed	Mar 2016	East/West Street	Middle Project Access							
Analysis Year	2016	North/South Street	Columbia Pike							
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.85							
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25							
Project Description	10621 (Total)									



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	bound			North	bound		Southbound			
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12	7 8 9				1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		1	0	1	0	0	1	1	0	1	1	0
Configuration						L		R			Т	R		L	Т	
Volume (veh/h)						4		9			1290	10		23	589	
Percent Heavy Vehicles						0		0						0		
Proportion Time Blocked																
Right Turn Channelized		N	lo			N	lo			N	lo			N	lo	
Median Type								Undi	vided							
Median Storage																
Delay, Queue Length, and	Level	of Ser	vice													
Flow Rate (veh/h)						5		11						27		
Capacity						43		148						441		
v/c Ratio						0.12		0.07						0.06		
95% Queue Length						0.4		0.2						0.2		
Control Delay (s/veh)						100.3		31.3						13.7		
Level of Service (LOS)						F		D						В		
Approach Delay (s/veh)		52.8 0.5														
Approach LOS		F A														

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HCS 2010 Two-Way Stop Control Summary Report									
General Information		Site Information							
Analyst	FTG	Intersection	Columbia and Mid Project						
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN						
Date Performed	Mar 2016	East/West Street	Middle Project Access						
Analysis Year	2016	North/South Street	Columbia Pike						
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.85						
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25						
Project Description	10621 (Total)								



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	oound			North	bound		Southbound			
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						11		24			669	8		19	953	
Percent Heavy Vehicles						0		0						0		
Proportion Time Blocked																
Right Turn Channelized		Ν	lo			Ν	lo			N	lo			Ν	10	
Median Type								Undi	vided							
Median Storage																
Delay, Queue Length, and	Level	of Ser	vice													
Flow Rate (veh/h)							41							1143		
Capacity							158							835		
v/c Ratio							0.26							1.37		
95% Queue Length							1.0							0.1		
Control Delay (s/veh)							35.6							9.4		
Level of Service (LOS)							E							А		
Approach Delay (s/veh)		35.6 0.9														
Approach LOS							E								A	

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HCS 2010 Two-Way Stop Control Summary Report									
General Information		Site Information							
Analyst	FTG	Intersection	Columbia and Mid Project						
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN						
Date Performed	Mar 2016	East/West Street	Middle Project Access						
Analysis Year	2016	North/South Street	Columbia Pike						
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.85						
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25						
Project Description	10621 (Total)								



Vehicle Volumes and Adjustments

Approach		Eastbound Westbound							Northbound				Southbound			
	<u> </u>	Edsil				west										
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7 8 9				1	2	3	4U	4	5	6
Number of Lanes		0	0	0		1	0	1	0	0	1	1	0	1	1	0
Configuration						L		R			Т	R		L	Т	
Volume (veh/h)						11		24			669	8		19	953	
Percent Heavy Vehicles						0		0						0		
Proportion Time Blocked																
Right Turn Channelized		Ν	lo			Ν	lo			N	lo			Ν	lo	
Median Type								Undi	vided							
Median Storage																
Delay, Queue Length, and	Level	of Ser	vice													
Flow Rate (veh/h)						13		28						22		
Capacity						70		395						835		
v/c Ratio						0.19		0.07						0.03		
95% Queue Length						0.6		0.2						0.1		
Control Delay (s/veh)						68.3		14.8						9.4		
Level of Service (LOS)						F		В						А		
Approach Delay (s/veh)		31.8 0.2														
Approach LOS		D A														

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HCS 2010 Two-Way Stop Control Summary Report									
General Information		Site Information							
Analyst	FTG	Intersection	Columbia and S. Project						
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN						
Date Performed	Mar 2016	East/West Street	S. Project Access						
Analysis Year	2016	North/South Street	Columbia Pike						
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.85						
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25						
Project Description	10621 (Total)								



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	bound			North	bound			South	bound	
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						38		30			1270	34		30	563	
Percent Heavy Vehicles						0		0						0		
Proportion Time Blocked																
Right Turn Channelized		Ν	lo			Ν	lo			N	lo			Ν	lo	
Median Type								Undi	vided							
Median Storage																
Delay, Queue Length, and	Level	of Ser	vice													
Flow Rate (veh/h)							80							697		
Capacity							62							440		
v/c Ratio							1.28							1.59		
95% Queue Length							6.7							0.3		
Control Delay (s/veh)							319.3							13.9		
Level of Service (LOS)							F							В		
Approach Delay (s/veh)		319.3 2.4														
Approach LOS							F								4	

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HCS 2010 Two-Way Stop Control Summary Report									
General Information		Site Information							
Analyst	FTG	Intersection	Columbia and S. Project						
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN						
Date Performed	Mar 2016	East/West Street	S. Project Access						
Analysis Year	2016	North/South Street	Columbia Pike						
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.85						
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25						
Project Description	10621 (Total)								



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	bound			North	bound		Southbound				
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	0	0		1	0	1	0	0	1	1	0	1	1	0	
Configuration						L		R			Т	R		L	Т		
Volume (veh/h)						38		30			1270	34		30	563		
Percent Heavy Vehicles						0		0						0			
Proportion Time Blocked																	
Right Turn Channelized		N	lo			N	lo			Ν	10			Ν	10		
Median Type								Undi	vided				_				
Median Storage																	
Median Storage Delay, Queue Length, an	d Level	of Ser	vice														
-	d Level	of Ser	vice			45		35						35			
Delay, Queue Length, an	d Level	of Ser	vice			45		35 153						35 440			
Delay, Queue Length, an Flow Rate (veh/h)	d Level	of Ser	vice			<u> </u>											
Delay, Queue Length, an Flow Rate (veh/h) Capacity	d Level	of Ser	vice			44		153						440			
Delay, Queue Length, an Flow Rate (veh/h) Capacity v/c Ratio	d Level	of Ser				44 1.02		153 0.23						440 0.08			
Delay, Queue Length, an Flow Rate (veh/h) Capacity v/c Ratio 95% Queue Length	d Level	of Ser				44 1.02 4.2		153 0.23 0.8						440 0.08 0.3			
Delay, Queue Length, an Flow Rate (veh/h) Capacity v/c Ratio 95% Queue Length Control Delay (s/veh)	d Level	of Ser				44 1.02 4.2 283.0	4.7	153 0.23 0.8 35.4						440 0.08 0.3 13.9 B	.7		

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HCS 2010 Two-Way Stop Control Summary Report									
General Information		Site Information							
Analyst	FTG	Intersection	Columbia and S. Project						
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN						
Date Performed	Mar 2016	East/West Street	S. Project Access						
Analysis Year	2016	North/South Street	Columbia Pike						
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.85						
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25						
Project Description	10621 (Total)								



Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	oound			North	bound		Southbound			
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						37		30			647	45		35	929	
Percent Heavy Vehicles						0		0						0		
Proportion Time Blocked																
Right Turn Channelized		Ν	lo			Ν	lo			Ν	lo			Ν	10	
Median Type								Undi	vided							
Median Storage																
Delay, Queue Length, and	Level	of Ser	vice													
Flow Rate (veh/h)							79							1134		
Capacity							106							822		
v/c Ratio							0.75							1.38		
95% Queue Length							4.0							0.2		
Control Delay (s/veh)							103.0							9.6		
Level of Service (LOS)							F							А		
Approach Delay (s/veh)		103.0 1.6														
Approach LOS							F								A	

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HCS 2010 Two-Way Stop Control Summary Report									
General Information		Site Information							
Analyst	FTG	Intersection	Columbia and S. Project						
Agency/Co.	FTG	Jurisdiction	Thompson's Station, TN						
Date Performed	Mar 2016	East/West Street	S. Project Access						
Analysis Year	2016	North/South Street	Columbia Pike						
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.85						
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25						
Project Description	10621 (Total)								



Vehicle Volumes and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound						
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		1	0	1	0	0	1	1	0	1	1	0
Configuration						L		R			Т	R		L	Т	
Volume (veh/h)						37		30			647	45		35	929	
Percent Heavy Vehicles						0		0						0		
Proportion Time Blocked																
Right Turn Channelized	No No No N						No									
Median Type	Undivided															
Median Storage																
Delay, Queue Length, and Level of Service																
Flow Rate (veh/h)						44		35						41		
Capacity						69		409						822		
v/c Ratio						0.63		0.09						0.05		
95% Queue Length						2.8		0.3						0.2		
Control Delay (s/veh)						121.2		14.6						9.6		
Level of Service (LOS)						F		В						A		
Approach Delay (s/veh)				74.0						0.3						
Approach LOS				F						А						

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APPENDIX D RELEVANT PAGES FROM NCHRP REPORT 457: ENGINEERING STUDY GUIDE FOR EVALUATING INTERSECTION IMPROVEMENTS

REPORT 457

Evaluating Intersection Improvements: An Engineering Study Guide

TRANSPORTATION RESEARCH BOARD

NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM

NATIONAL RESEARCH COUNCIL

can also indirectly reduce the delay to the left-turn or through movements by lessening their need to compete for service with the right-turn movement.

One disadvantage of adding a lane to the minor-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. In this instance, the only impact is a reallocation of the paved surface through modification of the pavement markings. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the additional lane. If the needed lane width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. The literature does not offer guidance regarding conditions where a second approach lane would benefit from the operation of a minor-road approach. However, the procedures in Chapter 17 of the *Highway Capacity Manual* 2000 (15) can be used to identify major- and minor- road volume combinations that would benefit operationally from the provision of a second approach lane or bay. Bonneson and Fontaine (20) developed Figure 2-4 using these procedures and an assumed upper limit of 0.7 for the shared-lane, minorroad volume-to-capacity ratio.

Application. Figure 2-4 indicates the conditions that may justify the use of two approach lanes. Use of the information in this figure requires two types of data:

- 1. Major-road approach volume for the peak hour of the average day and
- 2. Minor-road turn movement volume for the peak hour of the average day (used to compute right-turn percentage).



Figure 2-4. Guideline for determining minor-road approach geometry at two-way stop-controlled intersections.

Figure 2-4 would be used once for each minor-road approach to the intersection. The appropriate trend line would be identified on the basis of the percentage of right-turns on the subject minor-road approach. If the volume combination for the major and minor roads intersects above or to the right of this trend line, a second traffic lane should be considered for the subject minor-road approach. If a bay is selected for addition to the intersection, it should be long enough to store vehicles 95 percent of the time (i.e., the bay should not overflow more than 5 percent of the time). Techniques for estimating the 95th percentile storage length are provided in the section, Increase the Length of the Turn Bay.

Add a Left-Turn Bay on the Major Road

Introduction. Provision of a left-turn bay on the major road to a two-way stop-controlled intersection can significantly improve operations and safety at the intersection. A left-turn bay effectively separates those vehicles that are slowing or stopped to turn from those vehicles in through traffic lanes. This separation minimizes turn-related crashes and eliminates unnecessary delay to through vehicles. Data reported by Neuman (21) indicate that the crash rate for unsignalized intersections can be reduced by 35 to 75 percent through the provision of a left-turn bay.

One disadvantage of adding a bay to the major-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the turn bay. If the needed width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. Neuman (21) suggests that the following guidelines should be used to determine when to provide a left-turn bay on the major road of a two-way stop-controlled intersection:

- 1. A left-turn lane should be considered at any median crossover on a divided, high-speed road.
- A left-turn lane should be provided on the unstopped approach of a high-speed rural highway when it intersects with other arterials or collectors.
- 3. A left-turn lane is recommended on the unstopped approach of any intersection when the combination of intersection volumes intersect above or to the right of the appropriate trend line shown in Figure 2-5.



Figure 2-5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

Application. The guidance stated in the preceding section defines the conditions that may justify the provision of a left-turn bay. Application of this guidance requires two types of data:

- Major-road turn movement volume for the peak hour of the average day and
- 2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable).

Use of Figure 2-5 requires determination of the opposing volume, the advancing volume, and the operating speed. The opposing volume should include only the right-turn and through movements on the approach across from (and heading in the opposite direction of) the subject major-road approach. The advancing volume should include the left-turn, right-turn, and through movements on the subject approach. The operating speed can be estimated as the 85th percentile speed. If the operating speed does not coincide with 60, 80, or 100 km/h (i.e., 40, 50, or 60 mph), then interpolation can

be used or, as a more conservative approach, the operating speed can be rounded up to the nearest speed for which a figure is provided.

In application, Figure 2-5 is used once for each major-road approach to the intersection. The appropriate trend line is identified on the basis of the percentage of left-turns on the subject major-road approach. If the advancing and opposing volume combination intersects above or to the right of this trend line, a left-turn bay should be considered for the subject approach. If a bay is included at the intersection, it should be long enough to store left-turn vehicles 99.5 percent of the time (i.e., the bay should not overflow more than 0.5 percent of the time). Techniques for estimating this storage length are provided in the section, Increase the Length of the Turn Bay.

Add a Right-Turn Bay on the Major Road

Introduction. Provision of a right-turn bay on the major road to a two-way stop-controlled intersection can significantly improve operations and safety at the intersection. A right-turn bay effectively separates those vehicles that are slowing or stopped to turn from those vehicles in the through traffic lanes. This separation minimizes turn-related collisions (e.g., angle, rear-end, and same-direction-sideswipe) and eliminates unnecessary delay to through vehicles.

One disadvantage of adding a bay to the major-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the turn bay. If the needed width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. Hasan and Stokes (22) developed guidelines for determining when to provide a right-turn bay on the major road of a two-way stop-controlled intersection. These guidelines were based on an evaluation of the operating and collision costs associated with the right-turn maneuver relative to the cost of constructing a right-turn bay. The operating costs included those of road-user fuel and delay. Separate guidelines were developed for two-lane and four-lane roadways. These guidelines are shown in Figure 2-6.

Application. The guidance described in the preceding section defines conditions that may justify the provision of a right-turn bay. Application of this guidance requires two types of data:

- 1. Major-road turn movement volume for the peak hour of the average day and
- 2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable).

Figure 2-6 should be consulted once for each major-road approach. If the combination of major-road approach volume and right-turn volume intersects above or to the right of the trend line corresponding to the major-road operating speed, then a right-turn bay is a viable alternative.



Figure 2-6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

Increase Length of Turn Bay

Introduction. Turn bay length can affect the safety and operation of the intersection approach significantly. This effect becomes more negative as the frequency with which vehicles exceed the available storage increases. Also, for unstopped approaches, this effect becomes more negative as more of the turning vehicle's deceleration occurs in the through lane, prior to the bay. The need to provide adequate storage length, deceleration length, or both is dependent on the type of approach control used and whether the vehicle is turning left or right. Table 2-13 identifies the appropriate bay

TABLE 2-13 Turn-bay length components at unsignalized intersections

Approach Control	Length Components						
	Left-Turn Bay	Right-Turn Bay					
Unstopped	Storage Length + Deceleration Length	Deceleration Length					
Stopped	Storage Length	Storage Length					

APPENDIX E TRAFFIC SIGNAL WARRANTS

The Federal Highway Administration has published the <u>Manual on Uniform Traffic Control</u> <u>Devices 2010</u> (MUTCD 2010), which includes eight traffic signal warrants that help traffic engineering professionals to identify when a traffic signal installation is justified at a particular location. These eight warrants include minimum conditions that are compared to existing or projected traffic conditions, and typically, traffic signals should not be installed unless at least one of the MUTCD warrants is met. Of the eight total signal warrants, the following are relevant to the intersection considered as part of this study:

Warrant 1, Eight-Hour Vehicular Volume

The Minimum Vehicular Volume, Condition A, is intended for application where a large volume of intersecting traffic is the principal reason to consider installing a traffic signal. The Interruption of Continuous Traffic, Condition B, is intended for application where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

Standard: The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exists for each of any eight hours of an average day:

- A. The vehicles per hour given in both of the 100% columns of Condition A in Table E1 exist on the major street and on the higher volume minor-street approaches, respectively, to the intersection, or
- B. The vehicles per hour given in both of the 100% columns of Condition B in Table E1 exist on the major street and on the higher volume minor-street approaches, respectively, to the intersection.

In applying each condition, the major street and minor street volumes shall be for the same eight hours. On the minor street, the higher volume shall not be required to be on the same approach during each of these eight hours.

Option: If the posted or statutory speed limit or the 85th percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 70% columns in Table E1 may be used in place of the 100% columns.

Standard: The need for a traffic control signal shall be considered if an engineering study finds that both of the following conditions exists for each of any eight hours of an average day:

- A. The vehicles per hour given in both of the 80% columns of Condition A in Table E1 exist on the major street and on the higher volume minor-street approaches, respectively, to the intersection, and
- B. The vehicles per hour given in both of the 80% columns of Condition B in Table E1 exist on the major street and on the higher volume minor-street approaches, respectively, to the intersection.

These major street and minor street volumes shall be for the same eight hours for each condition; however, the eight hours satisfied in Condition A shall not be required to be the same eight hours satisfied in Condition B. On the minor street, the higher volume shall not be required to be on the same approach during each of these eight hours.

CONDITION A – MINIMUM VEHICULAR VOLUME										
Number of lanes for moving traffic on each approach		r	cles per ho najor stree f both appr	t	Vehicles per hour on higher- volume minor street approach (one direction only)					
Major Street	Minor Street	100%	80%	70%	100%	80%	70%			
1 lane	1 lane	500	400	350	150	120	105			
2 or more lanes	1 lane	600	480	420	150	120	105			
2 or more lanes	2 or more lanes	600	480	420	200	160	140			
1 lane	2 or more lanes	500	400	350	200	160	140			

CONDITION B – INTERRUPTION OF CONTINUOUS TRAFFIC										
Number of lanes for moving traffic on each approach		I	cles per ho najor stree f both appr	t	Vehicles per hour on higher- volume minor street approach (one direction only)					
Major Street	Minor Street	100%	80%	70%	100%	80%	70%			
1 lane	1 lane	750	600	525	75	60	53			
2 or more lanes	1 lane	900	720	630	75	60	53			
2 or more lanes	2 or more lanes	900	720	630	100	80	70			
1 lane	2 or more lanes	750	600	525	100	80	70			

Warrant 2, Four-Hour Vehicular Volume

The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic signal.

Standard: The need for a traffic control signal shall be considered if an engineering study finds that for each of any four hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher volume minor street approach (one direction only) all fall above the applicable curve in Figure B1-Graph A for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these four hours.

Option: If the posted or statutory speed limit or the 85th percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure B1-Graph B may be used in place of Figure B1-Graph A.



Warrant 2 - Four Hour Vehicular Volume

Thompson's Station Board of Mayor and Aldermen Staff Report – (CP 2016–003) April 12, 2016

Revised Concept Plan for Roderick Place to develop 87 residential lots, 56 rental units and 127,606 square feet of commercial uses located at 4626 Columbia Pike and 4624 Columbia Pike.

PROJECT DESCRIPTION

The applicant, Kiser/Vogrin Design submitted a revised concept plan on behalf of C & L Development for the development of a 79.9 acre site located along the west side of Columbia Pike, north of Thompson's Station Road, south of Critz Lane.



BACKGROUND

The project site is zoned Specific Plan and currently developed with the Roderick mansion, barn structures and an accessory dwelling unit. The site is bounded by single family residential (commercially zoned) to the north and west (across Columbia Pike), vacant residential land to the east and south.

The project site was rezoned in November 2006 from High Intensity to Specific Plan with approval of a concept plan. Subsequently, a revised concept plan was approved in October 2007 by the Planning Commission. The plan consisted of 174 residential units and 127,606 square feet of commercial uses.

On March 29, 2016, the Planning Commission reviewed a revision to the concept plan to permit the development of 87 single-family lots, a restaurant, inn with detached rental units and a gas station/market with a restaurant.

ANALYSIS

The request is for approval of a revised concept plan that would include 87 single-family residences, 56 rental units and 127,606 square feet of commercial uses.

Zoning

Specific Plan zoning permits a density of three (3) units per acre. The Specific Plan zoning requires 40% open space for residential land uses and 50% open space for commercial land uses. The revised concept plan includes an inn, 56 guest rental suites (Roderick Guest Cottages), a day spa and wellness center along with additional nonresidential uses; the Barn Amenity Area which proposes existing structures for the amenities; the "Roderick Market" which proposes convenience with a restaurant; and two different housing types: Carriage Estate Homes and Garden Homes for the development of 87 residential lots.

The designated commercial component is largely consistent in scope and nature to the original approved concept plan with the exception of the addition three acres of guest rental units adjacent to the inn.

The residential component of the development was modified to reduce the number of total residential units and eliminate the variety of housing options.

The Specific Plan zone permits flexibility in the development standards on a case by case basis. Therefore, a revised pattern book was submitted to outline the development standards for the project. The pattern book identifies development standards for each "building typologies" within the development in addition to street sections. The building setbacks, lot widths, lot coverage, building heights, and parking are similar in nature to the allowances within the Town's Land Development Ordinance. The proposed street sections vary and are consistent with the previously approved pattern book from 2007.

Open Space

The applicant is proposing 28.58 acres of open space within the residential area and 11.18 acres within the commercial area. The total open space shown is 39.76 acres which is 50% of the overall site and exceeds the minimum requirements of the SP zone.

Circulation/Roads

Three access points are proposed on Columbia Pike. In addition, a connection to the north, east and south are proposed in order to plan for future roadways as the surrounding properties develop.

The north and south entrance drives from Columbia Pike have varying widths, but consist of one 12 foot entry lane and two 12 foot exit lanes. These entrance drives widen to the country road which has an 82 foot right of way with a 30 foot landscaped area on one side of the road and a 12.5 foot landscape strip and sidewalk on the other side of the road. The country road provides access to the single-family lots and the garden courtyard lots. The garden courtyard entry will be a private road with a 33 foot right of way consisting of two travel lanes and a landscaped area with sidewalk on one side of the road. The entry connects a one way private road for the garden courtyard lots with a landscape strip on the sides of the road with a landscaped median in between the one way lanes.
The center entrance is the Knoll Loop with a 45 foot right of way including two travel lanes with an option for parallel parking or landscaping with a sidewalk on one side of the road and a landscape area on the other side of the road. The Knoll Loop provides a connection to the country road to the southern entrance through a local road that has a 48 foot right of way with two travel lanes with a landscape strip and sidewalk on both sides.

The street sections do not conform to the current LDO which require a minimum of 50 feet with sidewalks on both sides of the road. However, the street sections do closely reflect the previously approved street sections with a few modifications that increase the width of the one way roads, provide turnouts for emergency access and incorporate parallel parking around the Knoll Loop.

An updated traffic study was submitted which indicated the need for improvements along Columbia Pike at each project entrance. The applicant has received conceptual approval for these traffic improvements and is working with TDOT on final approval. All mitigation related to traffic impacts should be incorporated into the project approval including bonding for a traffic signal which based on the projections is potentially warranted upon buildout.

RECOMMENDATION

The Planning Commission recommends to the Board of Mayor and Aldermen adopt Ordinance 2016-006 consisting of an amendment to the specific plan zone for the development of 87 single-family lots, 56 rental guest suites and 127,606 square feet of commercial uses in accordance with the concept plan and pattern book.

ATTACHMENTS

Ordinance 2016-006 Concept Plan Packet Pattern Book Updated Traffic Study dated March 2016 (**via email**)

ORDINANCE NO. 2016-006

AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A REVISED CONCEPT PLAN FOR THE RODERICK PLACE DEVELOPMENT (CP 2016-003) FOR 87 RESIDENTIAL LOTS, 56 DETACHED RENTAL SUITES AND 127,606 SQUARE FEET OF COMMERCIAL USES LOCASTED AT 4626 COLUMBIA PIKE AND 4624 COLUMBIA PIKE.

WHEREAS, a development located on the east side of Columbia Pike ("Roderick Place") was previously approved and is zoned Specific Plan; and

WHEREAS, the property owner/developer has requested approval of a revised concept plan for Roderick Place which is subject to review and approval by the Board of Mayor and Aldermen; and

WHEREAS, on March 29, 2016, the Planning Commission reviewed the project modifications and is recommending to the Board of Mayor and Aldermen approval; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Thompson's Station has determined that the revised concept plan 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 concept plan for Roderick Place within the Town of Thompson's Station, Tennessee is hereby revised and amended by repealing the previously approved plans, and replacing them with concept plan attached hereto as Exhibit A and the pattern book attached hereto as Exhibit B, both incorporated herein by reference. The zoning for this territory shall remain Specific Plan (SP) and any further changes shall be subject to review by the Board of Mayor and Aldermen in accordance with the SP requirements.

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 _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the _____day of ______, 2016, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the _____ day of ______, 2016.

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

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney





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C&L Development, LLC P.O. Box 241 Thompsons Station, TN 37179 V:615.595.5877



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V:615.771.8022

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Kimley»Horn

KIMLEY-HORN

209 10th Ave. S Nashville, TN 37203 V: 615.564.2701

BDY ENVIRONMENTAL, LLC

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Topographic and base information provided by: Paul A Badr Independent Mapping consultants, inc. 8037 Corporate Center Drive Suite 300 Charlotte NC 28226 V:704.540.0087

This document is an update of previous planning efforts including information gathered by and work performed by:

- LandDesign, Inc.
- Suttle Mindlin Architects
- LandDesign Survey
- Paul A Badr

This document is a re-imagining, revision, and re-submittal of The 'Roderick Place' SP Rezoning Plan, approved in October of 2007.



History of Roderick Farm

During the Civil War, at the Battle of Thompson's Station, noted General Nathan Bedford Forrest's horse, Roderick, was killed in effort to stand with the General. Roderick Farm is named for that horse. Roderick Place is located on a small portion of the original Roderick Farm Property which consisted of some three thousand acres belonging to Spencer Buford. A number of the site's historic elements will be retained as Roderick Place develops. Spencer Buford and his wife built the existing Federal Style home in 1801. This house is the focal point of the entire project. Mature tree stands and a cemetery marking the burial places of historic community figures will be preserved. Existing stone walls will be rebuilt and an existing statue of Roderick, who is buried in an unmarked grave at Roderick Farms, will be moved to a more visible location on the site.

In more recent years, Roderick Farms has been used as an Aberdeen Cattle farm known as KMK Acres.



In the rural farmlands of Thompson's Station, the historic Roderick Farm property is situated on gently sloping land crossed by an existing creek and dotted with mature trees. The 79.9 acre site is surrounded by farmland and beautiful existing vegetation and makes an ideal site for a project intending to preserve both cultural and natural features. Roderick Farm is located 7 miles south of Franklin, TN and just north of Spring Hill.



- ArB Armour silt loam, 2-5% slopes
- ArB2 Armour silt loam, 2-5% slopes, eroded
- Eg Egam silt loam, phosphatic
- Hu Huntington silt loam, phosphatic
- MbB Maury silt loam, 2-5% slopes
- MbB2 Maury silt loam, 2-5% slopes, eroded
- MbC2 Maury silt loam, 5-12% slopes, eroded
- McC3 Maury silt clay loam, 5-12% slopes, severely eroded
- MoD Mimosa and Ashwood very rocky soils, 5-20% slopes
- StC2 Stiversville silt loam, 5-12% slopes, eroded
- StD2 Stiversville silt loam, 12-20% slopes, eroded

SITE CONTEXT

SITE VIEWS



View of the existing structures overlooking the pond.



View of the existing stream on site.



View of existing tree line.

View of the existing rock wall along Columbia Pike.



View of existing cemetery along Columbia Pike.



View of the preserved Roderick House.



View of existing barn.

SITE CONTEXT



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A DI LA ITALIA			15.00%	24.99%	
	2		25.00%	100.00%	
				1 6	



Centered around the Civil War era Federal style Roderick House, Roderick Place responds to the importance of this historic land and historic home and enhances the story of this special place. This high quality mixed-use community is home to several distinct planned districts with a traditional Tennessee Federal house at its heart.

The Knoll is the diverse mixed-use core of the development centered around the Roderick Mansion This area features an upscale restaurant, reception center, and conference space. Landscaped gardens surround and interconnect the expanded house to a new Roderick Spa and Wellness Center and the Inn at Roderick Place. Several residential options radiate from the Knoll including guest cottages, garden homes, and carriage estates. The Knoll Loop encircles the Knoll and connects to the mixeduse core to the cottage lots immediately to the east. Additional residential areas including garden homes, carriage estates, and amenity areas surround the knoll and can be accessed to the south.

Another mixed-use commercial area, The Village Market and Restaurant, is located along highway 31 to the south of the Knoll. The Village Market and Restaurant features a high-end convenience market and restaurant that, together, create a public commercial face of the project. The Barn, amenity area, and bridge are in close proximity and are a part of the public face of the project. Here, recreational amenities and a small, picturesque commercial building are nestled near one another at the south entrance to the project.

Roderick Place weaves planning concepts in a complex and interesting way. Incorporating landscape and historic features with new elements to create a development unlike any other in the Middle-Tennessee region. A rural-chic and rustic style coupled with unexpected informality create new and exciting experiences throughout the site. Each of the neighborhoods has a unique character and sense of place. While the styles are envisioned to be relaxed and informal, everything is designed to be luxurious and inviting. Roderick Place also brings residential forms and patterns, not yet seen in the region, but which fit perfectly within the fabric of the overall development.

An extensive trail network meanders through Roderick Place, linking a sequence of agrarian open spaces as you move through the property. Trails and pathways interconnect all areas of the site providing both recreational opportunities and access to the Knoll. The development offers a complete range of landscape features including open hillside meadows, a re-established boxwood garden, and informal floral gardens. Low stone walls, derived from the existing stone wall along Columbia Pike, will be used in select locations throughout the site as an important visual element and link to the historic character of the property.

MASTER PLAN

MASTER PLAN DESIGN HIGHLIGHTS

The Knoll – Pedestrian-oriented, mixed-use heart of the project features Roderick's (a restaurant, conference and event space), Roderick Manor (a country inn) and a Roderick's Spa and Wellness Center.

The Barn Amenity Area – Existing barns, proposed pool and amenity area set in a creek-side park located at the south entrance to Roderick Place.

Roderick Market – High quality market and restaurant at south entry will provide convenience, retail, and auto fueling for both residents and for the town of Thompson's Station.

Neighborhoods – Unique housing types expand upon the regional availability through the creation of several neighborhoods with distinct character.

Landscape Amenities – An informal landscape style heavily populated with native plants and wildflowers are envisioned to be an integral part of the character of each individual area of the development

History – Preservation of the existing barns, recreation of gardens at the knoll and renovation of the original house recall the Civil War period, while the integration of a new equestrian-themed elements and the Roderick Statue pay tribute to the Roderick story.

Pedestrian Quality – Extensive network of paths, gardens and trails allow residents to enjoy the varied beauty of the



MASTER PLAN





MASTER PLAN TABULAR DATA

PROPOS	G ZONING: ED ZONING: SITE AREA:	CONING: No Change				
OWNER	<u>INFO:</u>		KMK Acr	res, LLC		
PARCEL INFO: Parcel A: Deed Book & Page #: Tax Map & Parcel #: Size:		4626 Columbia Pike DB 6186, Pg. 657 Map 146, Par. 15.01 13.6 AC				
	Parcel B: Deed Book & Page #: Tax Map & Parcel #: Size:			4624 Columbia Pike DB 1500, Pg. 191 Map 146, Par. 15.01 66.3 AC		
REQUIREMENTS OF PROPOSED ZONING: Specific Plan. High Intensity District (Cluster Option)- General Plan Requirements: Maximum Density: 3.00 DU/AC Maximum Height: 3 Stories Minimum Site Area: 10 Acres Maximum Site Area: 100 Acres Area Permitted as Residential: 100% Area Permitted as Commercial: 100%						
COMME		<u>Knoll + F</u> Acreage	Roderick N	<u>1arket & Restaurant)</u>		
		The Knoll estaurant		14.28 AC 2.58 AC 16.90 AC		
	Required Commercial O.S.: The Knoll Roderick Market & Restaurant Provided Commercial O.S.:			8.45 AC (50%) 9.54 AC (66%) 1.64 AC (64%) 11.18 AC (66%)		
The Knoll Roderick Market & Restaurant: Guest Cottages: Total Square Non-Residential: Permitted FAR: Net FAR:				+/- 117,132 SF (Hotel - 76 Keys, Spa, + Mansion) (+/-55,000 sf existing) +/- 5,530 SF +/- 44,800 SF (56 Units) +/- 167,462 SF (56 Units) 0.23 0.23		
<u>RESIDEN</u>	ITIAL AREAS: Net Residential Are	ea:		63.00 AC		
	Required Residenti Provided Residenti			25.20 AC (40%) 28.58 AC (45%)		
	Total Units: Permitted Density: Provided Density:			87 Dwelling Units 3.00 DU/AC 1.38 DU/AC		
<u>TRAILS</u>	Proposed Trail Leng	gth:		+/- 4520 LF		



OPEN SPACE PLAN

Open spaces and amenities are a key driving force in the plan for Roderick Place. The entire master plan celebrates the site's natural features through preservation of a significant amount of open space. The master plan balances mixeduses and residential homes with exceptional and expansive natural scenery.

The Open Space Plan highlights some of the opportunities inherent in such an approach. Parks and trails will enhance and invite users to enjoy the site's natural features. In addition, it is the intention of the plan to restore natural habitat, where possible, to its original condition as is possible after years of grazing.

This natural habitat will be contrasted with a collection of informal parks, greens, and gardens within the neighborhoods. These areas will attract pedestrians and provide a relaxed settings for outdoor recreation. All of these spaces will be linked by a network of sidewalks, pedestrian footpaths and bikeways, allowing non-motorized traffic to move freely throughout the site.



Scenery to be preserved



OPEN SPACE AREAS

"The Front Lawn" - The sloping meadow along Columbia Pike is bordered by an existing stone wall and includes the historic cemetery. The plan proposes preservation of the meadow and a dramatic forest hedgerow flanking and framing views to the Roderick House.

The Barn Amenity Area - Area includes the barn amenity area which features two existing buildings re-purposed to amenity buildings, a pool, and a community gathering space. The amenity buildings are set amidst bridges, waterfalls, a memorial to Roderick the horse, the Roderick Place trail system, and the wooded beauty of the existing creek.

The Gardens of The Knoll - These Gardens are in and around and Roderick Mansion, the Inn at Roderick Place, and the Spa and Wellness Center, . The informal nature of the gardens and the careful selection of plants will create a casual and relaxed environment at the Knoll. The gardens link the elements of the Knoll to the cottages to the east and transition to a natural landscape to be re-forested over time.

Gardens of the Garden Homes - The gardens at the garden homes will be informal gardens and landscape areas that may be used for rain water treatment or may be purely aesthetic in nature. A strong emphasis on deep-rooted, native plants with a succession of blooms through all seasons is preferred.

The Green at the Cottages - The cottages are nestled into an immense open space that will be reforested over time to create a sense of privacy at the knoll and the surrounding residential lots. Outside of the forested area, a series of glades and pastures will be preserved where community spaces such as trails, fire pits, pavilions and other informal gathering spaces as a natural amenity area for guest of the knoll and residents alike.



OPEN SPACE





COMMUNITY OPEN SPACE / LANDSCAPE GUIDELINES:

Community Buffers

- . Residential Lot / Columbia Pike Buffer A buffer of at least 200' is provided between residences and Columbia Pike. Existing trees will be preserved to the greatest extent possible. Where necessary, one canopy tree shall be provided for every 25 feet of Columbia Pike frontage to supplement and enhance preserved existing trees. A continuous evergreen hedge row shall be provided at the residential property line. Evergreen Hedge shall be installed at a height of at least 36 inches and shall be planted a maximum of 48 inches on center. Hedge should have a mature height of six feet.
- 2. Property Boundary Buffer A landscape buffer / landscape buffer easement with a minimum width of 20 feet shall be provided at the exterior boundary of this development. Existing trees should be preserved where possible. Where existing trees do not exist or need to be supplemented, 3 canopy trees and 15 shrubs shall be planted for every 100 feet of adjacent boundary. Trees shall be a minimum of 2.5 inch caliper. One out of every three canopy trees installed shall be evergreen. Shrubs shall have a mature height of at least four feet.
- Barn and Village Buffer A minimum width of 15 feet of informally planted canopy trees shall be provided with one tree for every 50 feet of adjacent Columbia Pike Right-of-Way. Canopy Trees shall be a minimum of 2.5 inch caliper.
- 4. Eastern Property Boundary Large lots are planned through this area to allow existing trees to be preserved to the greatest extent possible. Where existing trees do not exist or need to be supplemented, a combination of existing and proposed trees should achieve 3 canopy trees for every 100 feet of required buffer. Trees shall be a minimum of 2.5" caliper. One out of every 3 canopy trees installed shall be evergreen. Minimum of 30 feet landscape buffer / landscape buffer easement shall be provided and existing trees will be preserved where possible.
- 5. Garden Lot Buffer Where Garden Lots back up to public rights-of-way, a 15' landscape buffer easement will be established within the lots adjacent to the right-of-way. Existing trees should be preserved where possible. Where existing trees do not exist or need to be supplemented, a combination of existing and proposed trees should achieve 4 canopy trees and 15 shrubs for every 100 feet of required buffer. Trees shall be a minimum of 2.5" caliper. One out of every 3 canopy trees installed shall be evergreen. Shrubs shall have a mature height of at least 4'.

Street Trees

Street trees to be provided per street sections beginning on page 37. Parking Lot Landscape Requirements

- All off-street parking should be hidden from view of the public street and located at the rear of all proposed buildings where possible.
- Where off-street parking abuts a public or private road it shall have a minimum 7' buffer.
- Parking should be designed to minimize site impact on existing natural features.
- For every 12 continuous parking spaces there shall be a planting island. **Dumpster Requirement**
- Where dumpsters are required, an opaque screen wall / fence shall be provided surrounding its perimeter with a minimum height of 72 inches.
- Dumpster screen / wall shall consist of wood, brick masonry, stone or faux stone
- Access gates shall be a minimum 72 inches in height, opaque and of a style appropriate to tie to surrounding architecture.
- Foundation planting shall be provided with an evergreen hedge with a minimum height of 30 inches at the time of installation.



REGULATING PLAN

The Regulating Plan for Roderick Place graphically articulates the different residential patterns and specifies the building types permitted throughout. This is intended to ensure a project that will, at full build-out, meet or exceed the goals of both the developer and the Town of Thompson's Station, while creating an attractive, appealing, and sustainable community.

In general, the Roderick Place Regulating Plan defines the project's distinctive residential patterns and configurations and provides several housing types and prices. This plan is structured to encourage maximum compatibility with adjoining property uses and zoning. In addition, the Regulating Plan defines opportunities for commercial and civic uses within The Knoll and Roderick Market to reinforce the sense of place and to provide community services.







REGULATING PLAN



Building Typologies

- A. The Knoll
- B. The Barn Amenity Area
- C. The Village Market and Restaurant
- D. Roderick Guest Cottages
- E. Carriage Estate Homes
- F. Garden Homes

Notes

I. The regulatory plan is representative of the intended development. Final plan may include minor modifications to lot locations and lot sizes - not exceeding minimums or maximums established as part of this zoning document.

2. For further information, see the following building typologies beginning on page 20.

REGULATING PLAN

THE KNOLL (Mixed-Use Commercial)

The Central entrance drive leads visitors by a charming bridge, through open hillside meadow to The Knoll. The carefully expanded Roderick House and series of new buildings and services provide a beautiful setting for dining, receptions, conferences, events and wellness. To the West, the house remains the dominant architectural landmark overlooking preserved open pasture, the existing cemetery and Columbia Pike. Planted forest hedgerows flank Roderick House and cascade down the hillside to frame and enhance the importance of the original structure. Roderick Mansion forms the western terminus of an entry drive and arrival sequence that ties the Mansion, the Inn at Roderick Place, and the Spa and Wellness Center together. Looking east from the Mansion down the entry drive, guests will also see the Roderick Guest Cottages as the project transitions from commercial uses, to guest cottages, to the residences beyond.

Roderick's Spa and Wellness Center will provide state of the art Orthopedic Rehabilitation and Cosmetic Surgery care and service in a beautiful Tennessee Federal style building. Connected to the treatment center, the day spa occupies a courtyard building with private pool and terrace. These buildings are of a similar scale and style to the Roderick House and feature traditional red brick construction with cast stone detailing. The treatment center and spa are nestled in and surrounded by beautiful landscape elements. The Inn at Roderick Place, the boutique inn, reflects the architectural features of the Roderick House but in a more informal garden setting. A range of architectural styles from Federal (matching the existing house), to Colonial, to Country Farm House is envisioned to create a series of buildings that appear to have grown over time to create the proposed Boutique Inn. Each building will have its own style and furnishings appropriate to its historical period. The inn features an automobile arrival courtyard along the primary Knoll axis for guests and visitors. The landscaping and gardens are just as important as the buildings of the Knoll. Landscape features include a canopied entrance to Roderick Mansion at the arrival square, a well-landscaped, parking and arrival area, the entry courtyard to the Inn at Roderick Place, the Wellness Gardens associated with the Spa and Wellness Center and lush landscaping which conceals a new service area next to Roderick Mansion. The gardens interconnect to provide a beautiful setting for gatherings and events at the Knoll and within the Inn courtyard and front yard and serviced by the Inn and the Mansion. The gardens will be built to an exceptional horticultural level, and will be designed to compliment Roderick Mansion with historically rooted garden concepts.



PERMITTED USES:

- Restaurant
- Retail Shop
- Boutique Shop
- Boutique Inn
- Day Spa
- General office
- Medical office
- Conference rooms and event space
- Guest Cottages

LOT STANDARDS

- Building Coverage: 75% Maximum
- Primary Structure Front Setback: 0 Feet Minimum
- Primary Structure Side Setback: 0 Feet Minimum
- Primary Structure Rear Setback: 0 Feet Minimum
- Distance Between Buildings: 10 Feet Minimum
- Height: 3 Stories Maximum
- Easements
- Parking: Parking to be provided per plan. Valet parking will be available during hours of operation and Overflow Parking will be provided at designated Locations.
- Signage: See Page 26 For Signage Guidelines.

THE BARN AMENITY AREA (Residential Amenity)

The Barn, Bridge, Residential Amenity area, and Roderick Market and Restaurant present a unique "face" of Roderick Place and create a memorable entrance to the residential community. Two existing farm buildings (the Horse Barn and the Farm Office) are retained and given new life as recreational building and are the focal point of this amenity area.

The farm office will be home to a residential club and HOA office building and the hub for pool and outdoor gathering spaces. This could be used for parties or resident events. At the Horse Barn, a soaring second floor loft space provides an outstanding location for events, parties and receptions, and creates a unique experience for the residents of Roderick Place and Thompson's Station. The loft also provides an additional venue for conferences taking place at the Knoll or a stage for summer theater productions. The ground floor of the barn houses the services and amenities associated with the event space and could include a marketplace for antiques and collectibles. A grassy open space next to the Barn provides remote or overflow parking for events on the property and eliminates the need for large paved parking lots. A proposed bridge in this area adds another landmark feature to Roderick Place to connect the many elements of Roderick Place. The historically inspired bridge serves vehicular traffic and offers an attractive and safe pedestrian walkway overlooking the existing stream. The Village Market and Restaurant provides for every-day at a local, retail shop which will offer neccessities like milk and bread and will also be a casual place to go for coffee or ice cream.







PERMITTED USES:

- Residential Club
- Pool and other Recreational Uses
- Cabana and Changing Rooms
- HOA Offices
- Event Space

LOT STANDARDS:

- Building Coverage: 75% maximum
- Primary Structure Front Setback: 0 feet minimum
- Primary Structure Side Setback: 0 feet minimum
- Primary Structure Rear Setback: 0 feet minimum
- Distance Between Buildings: 10 feet minimum
- Height: 2 stories maximum
- Parking: Permitted uses shall satisfy parking requirements per the Town of Thompson's Station Zoning Ordinance.
 On-street parking may count toward the required parking if directly adjacent the subject parcel.
- Signage: See page 26 for signage guidelines

THE VILLAGE MARKET AND RESTAURANT (Commercial Use)

The Village Market and Restaurant at Roderick Place is a small convenience-scale market with auto fueling and a +/- 150 seat restaurant. Ample outdoor seating in a partially-covered, fenced dining area is planned as a destination for outdoor dining. A central kitchen will support both the restaurant and will create the high-end on-the-go food at the convenience market. The restaurant and market will be served by parking tucked behind the building and hidden from Columbia Pike.



PERMITTED USES:

- Restaurant
- Retail Shop
- Catering
- Convenience Market
- Auto Fueling

LOT STANDARDS:

- Building Coverage: 75% maximum
- Primary Structure Front Setback: 0 feet minimum
- Primary Structure Side Setback: 0 feet minimum
- Primary Structure Rear Setback: 0 feet minimum
- Distance Between Buildings: 10 feet minimum
- Height: 25 feet maximum
- Parking: Parking Requirements Per The Town Of Thompson's Station Land Development Ordinance. On-Street Parking May Count Toward The Required Parking If Directly Adjacent The Subject Parcel.
- Signage: See page 26 for signage guidelines

RODERICK GUEST COTTAGES (Hopitality Use)

Roderick Guest Cottages are proposed just on the eastern periphery of the Knoll Mixed-Use Commercial area. A maximum of 56 units are permitted comprised of a mix of one, two, and four unit cottage homes. The Guest Cottages will provide a gentle transition from the Mixed-Use Knoll Commercial area to the surrounding for-sale residential uses. A variety of architectural styles and patterns is envisioned in this area to emphasize an informal and rural character. The landscape palette should evoke country garden imagery and should further emphasize the informal nature of this area.







LOT STANDARDS:

- Primary Structure Front Setback: 15 feet minimum
- Primary Structure Rear Setback: 35 feet minimum
- Primary Structure Side Setback: 5 feet minimum
- Building Height: 3 stories maximum
- Raised Foundation At Front Façade: 18 inches minimum
- Height: 2 stories maximum
- Parking: Permitted uses shall satisfy parking requirements per the Town of Thompson's Station Zoning Ordinance. On-street parking may count toward the required parking if directly adjacent the subject parcel.
- Distance Between Buildings: 20 feet minimum

RESIDENTIAL USES AND LOT TYPES

The lots proposed for Roderick Place are designed to accommodate multiple home sizes appropriately scaled and set to create an informal streetscape with a rural country feel. Individual Phases or groups of lots within the development could possess unique architectural character by emphasizing and encouraging specific architectural styles such as: Tennessee Federal (which expands upon the original architecture of the area), Classic American, or Updated Neoclassical style. One group of homes' architectural styles could emphasize large, inviting front porches, while others might emphasize a formal front stoop, but each phase will strive to create significant variations within its architectural style; styles should not be repetitive. Generous landscaping and soft landscape lighting are essential to creating the inviting character of the neighborhood. Cottage Lots are accessed by a shared drive. All lots will have garages accessed from the street (or shared access drive) on which they front.

CARRIAGE ESTATE HOMES (TYP. LOT 95' X 130' | FRONT-LOADED) (RESIDENTIAL





- Lot Area: 11,000 square feet minimum
- Building Coverage: 55% of lot maximum
- Primary Structure Front Setback: 20 feet minimum
 Primary Structure Rear Setback: 20 feet minimum
- Primary structure Rear Setback: 20 feet minimum (building envelope may not encroach into landscape easement)
- Primary Structure Side Setback: 10 feet
- Primary Structure Side Street Setback: 20 feet
 minimum
- Lot Width At Front Setback: 95 feet minimum
- Lot Depth: I 10 feet minimum (measured at the central axis of the lot)
- Building Height: 3 Stories Maximum (including walk-out basements where possible)

- Raised Foundation At Front Façade: 18 Inches Minimum
- Required Off-Street Parking: Minimum 2 Cars Per Unit Within An Enclosed Garage.
- Front Facing Garages are discouraged. Where necessary the garage must be set back a minimum of 20 feet from the primary front facade and garage doors shall be improved and articulated to appear as carriage doors.
- Driveways shall be a maximum width of 12' wide from the street to the primary façade of the home. The driveway may expand to accommodate side load garages or extra parking area beyond the primary façade of the home, but shall be set back a minimum of 5' from the property line.



GARDEN HOMES (TYP. LOT 95' X 120' | FRONT-LOADED)







- Lot Area: 7.000 square feet minimum
- Building Coverage: 55% of lot maximum
- Primary Structure Front Setback Zone: 20 25 feet
- Primary Structure Rear Setback: 20 feet minimum
- Primary Structure Side Setback: 7.5 feet
- Primary Structure Side Street Setback: 12.5 feet
 minimum
- Lot Width at Front Setback: 75 feet minimum
- Lot Depth: 100 feet minimum (measured at the central axis of the lot)
- Building Height: 3 stories maximum (including walk-out basements where possible)
- Raised Foundation at Front Façade: 18 inches minimum
- Required Off-street Parking: Minimum 2 cars per unit within an enclosed garage.

- Where Garden Lots back up to street network, the homes must have strong front and rear elevations and shall be heavily screened from rear streets.
- Front Facing Garages are discouraged. Where necessary the garage must be set back a minimum of 20 feet from the primary front facade and garage doors shall be improved and articulated to appear as carriage doors.
- Driveways shall be a maximum width of 12' wide from the street to the primary façade of the home. The driveway may expand to accommodate side load garages or extra parking area beyond the primary façade of the home, but shall be set back a minimum of 5' from the property line.







& SITE ELEMENTS

ARCHITECTURAL PALETTE & STYLES

Tennessee Federal Style

- This is the most traditional and formal style in the palette.
- The façade is orderly, with windows in symmetrical vertical rows around a central door.
- · Brick, stone, or fiber cement siding primary building material with cast stone or painted wood accents
- Windows are double-hung with sashes (upper and lower), typically with six panes per sash.
- Uses a hip or gable roof with brick or stone chimneys and optional gable accents or a flat roof with a detailed parapet and cornice.
- A semicircular or elliptical fanlight over panelized front door is a common feature of this style.
- Palladian and arched windows are common but restrained. These should only be used in a meaningful way.





Updated Neoclassical Style

- This style uses many of the principles of the Tennessee Federal style, but allows a greater range of less predictable details.
 The form of the house is still quite formal, but may include wings, terraces, bay windows, dormers and front porches to increase the architectural palette beyond the Tennessee Federal style.
- Brick and stone are the primary building materials with cast stone or painted wood accents.
- Material changes are acceptable throughout the house. For example, on multi-story houses and buildings, a first story of cast stone, can be used with upper stories of brick or cementitious siding.
- Details like iron work, French doors and appropriately scaled columns are encouraged to add interest to the architecture.



Classic American Style

- This style has roots in the folk Victorian, country farmhouse, bungalow, craftsman, and shingle styles, and is more informal than the above architectural styles.
- It can retain the basic symmetry and simplicity of the Federal style, or it may introduce asymmetrical floor plans of a looser nature.
- Roofs are frequently steeply pitched gable roofs with deep overhangs and are finished with asphalt shingles and/or standing seam metal.
- The primary building materials are cementitious siding, wood, stucco, brick or stone with wood or cast stone detailing.
- Dormers, chimneys, large front and side porches and other details are highly encouraged and the asymmetrical placement of these will "loosen" the appearance of the house.
- Bay windows, columns and French doors are all encouraged to add interest to the house.





Countryside Vernacular (Not for use in residential architecture)

- This style is an elegant version of a picturesque village. Architecture references barns and stables as well as the charm of Main Street America; all in a park-like setting.
- Cementitious Siding, Stone, brick, stucco and wood are the primary façade materials with simple high quality detailing.
- Roofs are hip or gable and may feature weather vanes, spires and cupolas of painted wood, copper or iron.
- Large windows, doors, generous front porches, and gazebos and an inviting attitude with a sense of hospitality.



GENERAL BUILDING REQUIREMENTS

- All buildings will use a level of detail and articulation on all sides of the building appropriate to articulate a complete architectural idea and a well-crafted feeling to each building. A simple farm house character is permitted.
- Avoid large monolithic massing.
- Use natural building materials and / or historically accurate materials where possible.
- Where two or more materials are combined on a façade, the visually heavier of the two materials shall be located below the lighter. Material composition will be in keeping with historical architectural precedents.
- Primary façade materials shall not change at outside corners. Material changes should happen at inside corners and offsets in walls. It is acceptable to change materials where used as trim or accents around windows, doors and cornices.
- Exterior colors shall be compatible and consistent with historical precedents. If bright colors are used, they shall be used in moderation and with respect to neighboring properties.
- The exterior building material of chimneys shall be masonry (stone or brick).
- Windows shall be double hung and shall be inset into walls to create shadow lines and a sense of quality.
- Secondary structures and garages shall generally be constructed of the same materials as the primary building or house, but varied materials may be permitted when attempting to create a sense of being built over time.
- Rooftop and ground-mounted utility units shall be screened from public views. A person standing on the property line of the site should not be able to see the equipment. Architectural screening shall be constructed of materials similar to those used on the building. Landscape screening is also permitted and shall be evergreen with a minimum installed height of 30 inches.
- Where required, all access to commercial building rooftops shall be by internal roof ladders not visible from the public way.
- All trash and service areas, meters, piping, transformers and other ground-installed equipment shall be screened.
 Architectural screening shall be constructed of materials similar to those used on the building. Landscape screening is also permitted and shall be evergreen with a minimum installed height of 30 inches.

ARCHITECTURAL MATERIALS

General Descriptions

- Natural building materials and / or historic materials where possible. Cementitious siding or faux stone are also permitted.
- Where two or more materials are combined on a façade, the visually heavier of the two materials shall be located below the lighter. Material composition will be in keeping with historical architectural precedents.
- Primary façade materials shall not change at outside corners. Material changes should follow form changes. It is acceptable to change materials where used as trim or accents around windows, doors and cornices.
- Exterior colors shall be compatible and consistent in keeping with historical precedents. If bright colors are used, they shall be used in moderation and with respect to neighboring properties.
- The exterior building material of chimneys shall be brick or stone only. Brick or stone should match primary façade material if primary façade is also brick or stone.
- Translucent or back-lit canopies and awnings must be canvas or metal. Plastic is not permitted.
- Glass shall be clear and non-reflective

Permitted Building Façade Materials

- Brick (standard modular or matching a historical standard)
- Natural Stone
- Cementitious Siding and Trim
- Faux Stone
- Wood
- Stucco

Soffits

- Cementitious Board Soffit
- Vinyl or Aluminum not permitted

Permitted Roof Materials

- 25-year Composition Shingle (or better)
- Standing Seam Metal
- Wood Shingles
- Concrete Roof Tiles
- Slate or Faux Slate
- Flat Roofs (where surrounded by a decorative parapet and cornice, with or without a balustrade, or where consistent with the architectural style of the building.)
- Accents of Copper (used in dormers, gutters, cupolas, spires, and other roof features)

Permitted Windows and Doors

- Wood, CVPC or aluminum clad window with historic inspired profiles are required.
- Clear, insulated, high performance, low-E glazing
- Windows should have appropriate muntins, with true divided lights, or simulated divided lights which place muntins pieces on the inside and outside of the glass. Grid Between Glass (GBG) is prohibited.
- High quality aluminum storefront for commercial use only
- Wood entry doors
- Garage doors, especially those facing public roads or courtyards, shall be of high-quality, carriage style, painted or stained wood or painted metal, well-detailed, and in character with the style of the building. Doors should be diminished and they should be a decorative feature of the elevation, accentuating the style of the building.

Shutters

- Painted or stained wood
- Shutters are to be installed with actual operating hardware or shall have the appearance of operable shutters
- Shutters should be of a style consistent with the style of the house, half the size of the window, and proportioned to be functional with relation to the size of the window it serves

Architectural Trim

- Painted or Stained Wood
- Hardiboard
- Cast Stone
- Azek or similar
- Vinyl or Aluminum Trim not permitted

Columns

- Painted or Stained Wood
- Brick
- Natural Stone
- Cast Stone
- Azek or similar

Trellises and Garden Structures

- Painted, stained, or naturally weathering wood
- Steel with decorative finish
- Wrought Iron
- Cast Stone
- Azek or similar

Awnings

- Commercial quality canvas awning
- Open sides
- Sturdy metal frames
- Plastic or interior glowing awnings are prohibited



SITE SIGNAGE

Signs include any outdoor object, device, or structure used to advertise, identify, display, direct, or attract attention to any person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images. Signs do not include flags or emblems of any nation, organization of nations, state, city or religious organization.

Categories of Signage

Directional Signage

- Traffic Signs
- Street Signs
- Parking Regulations

Development Signage (at entrances)

- Iron letters mounted to the stone wall
- Soft illumination by discreet lighting placed in the landscape

Neighborhood Identification Signage at neighborhood entries

- Iron letters mounted to masonry walls or pillars
- Soft illumination by discreet lighting placed in the landscaping

Commercial Signage

Individual letters on the buildings

- Individual letter signs will be of white, black, gold, bronze or silver. High quality wood or metal letters individually pin-mounted a minimum of one inch from face of wall or background. No plastic letters.
- Letters shall be prismatic face letterforms with full facets, round face forms, flat faces or layered letterforms with face and liner
- Wall signs shall be mounted through the wall material to the structure behind
- Blade Signs
- Awning Signs
- Letters painted on storefront glass
- When illuminated, signs should use either internal light sources, soft backlighting, decorative light source or concealed architectural light source
- Distinctive type styles is encouraged for all commercial signs

Gas Station

- Changeable electronic text or digital sign panels consistent with Town of Thompson's Station LDO are permitted



SIGNAGE




Bridges

- Spanning a small swale near the main (center) entry to the knoll, a natural stone bridge sits lightly in the quiet country landscape. Large scale lanterns add ambiance and highlight the craftsmanship of the bridge.
- Another bridge serves as a landmark for Roderick Market and Restaurant as the entry road transitions from the Market to residential amenities and to residential uses and helps to make Roderick Place a unique destination. See the Barn, Bridge, Amenity and Rederick Market and Restaurant section for more information about this area.
- Pedestrian bridges might also be incorporated in several locations including at the streams near the Residential Amenity Area.

Fences and Walls

- A series of horse fences and stone walls will be utilized as visual accents and reminders of the historic character of the Roderick Place Property.
- Low stone walls (30-36" high), hedgerows, equestrian fences (48" high of dark brown stained wood) and privacy walls will be used where functionally appropriate and when visually necessary.



Sidewalks

- Sidewalks to be provided per street sections beginning on page 37.
- Interconnecting primary sidewalks are encouraged. Primary walks shall be a minimum of 5' wide and constructed of concrete or approved alternate.
- Gravel or garden (secondary) walks are permitted in residential clusters, community garden areas, parks and amenity spaces and shall be a minimum of 4' wide.





















BUILDING KEY:

- A = The Mansion at Roderick Place
- B = The Inn at Roderick Place
- C = The Spa and Wellness Center at Roderick Place
- D = The Village Market and Restaurant at Roderick Place
- E = Roderick Guest Cottages

RODERICK PLACE

BARN

AMENITY

AREA



SITE DATA						
EXISTING ZONING: Specific Plan-High Intensity District GROSS SITE AREA: 79.90 AC						
COMMERCIAL AREA: (T	he Knoll & Villa	ge)				
COMMERCIAL AREA:	13.59 AC					
OPEN SPACE REQUIRED	6.80 AC (50%)					
OPEN SPACE WITHIN C	7.18 AC (53%)					
RESIDENTIAL	1 2 200	-				
RESIDENTIAL AREA:	66.31 AC					
OPEN SPACE REQUIRED	26.52 AC (40%)					
OPEN SPACE WITHIN R	26.97 AC (41%)					
ESTATE LOTS:	56					
GARDEN LOTS:	31					
TOTAL SINGLE FAMILY:	87					
RODERICK GUEST						
COTTAGES:	56					
TOTAL UNITS:	143					

FUTURE OFF-SITE CONNECTION

28

27

25

24





200

SCALE: 1"=100'

100

8489.xlsx

MOVE IN Non-CH86

Easement Contract # Amount		A5		Separate Contract for replacement easement	
Contract Amount		-	\$576,025.69		C3
Betterment Total UTILITY Deposit		=	\$80,719.17	Utility Check or LGIP deposit received before TDOT can award the Bid Contract for Highway work.	
		E	\$14,896.10	Amount UTILITY solely responsible for as betterment to facilities	
Deposit			\$65,823.07	Amount of work included in the State contract for which <u>UTILITY</u> pays. Amount UTILITY solely responsible for as	
MOVE IN Utility's Cost	12.00%	·= .	\$65,823.07		
Reimbursable MOVE IN Private %	88.00%	÷	\$482,702.53	Amount of work included in the State contract for which <u>TDOT</u> pays.	
MOVE IN COST		=	\$548,525.60	Amount of work included in the State contract	C6
Site Cost		с	\$0.00		
LESS: Salvage			\$0.00		
MOVE IN Material		в	\$282,725.60		
MOVE IN Labor		A1	\$265,800.00		
Inspection		A6	\$19,196.03		C5
Inspection (Private %)			\$16,892.51	written to the utility for inspection for pribvate %.	
Inspection (Public %)			\$2,303.52	PAYMENT estimated Amt reimbursement check	
ENGINEERING Reimbursed to the Utility			\$7,307.57	PAYMENT MAX Amt reimbursement check written to the utility for engineering	
ENGINEERING COST		=	\$8,304.06		C4
Other		A4	\$78.20		
Construction Engineering		A3	\$4,112.93		
Engineering Cost Preconstruction		A2	\$4,112.93		
PERCENTAGE on PUBLIC			12.00%	Percent on public utility that is reinmbursable under CH86	C1
PERCENTAGE on PRIVATE			88.00%		C2

MOVE-IN-STATE Non-CH86

Contract no. 8489

Finance Summary

Town	of Thompson's Station		Water Utility Typ
ROW:		912 X-, 17 S ²	ounty typ
State #:	94953-2501-04		PIN 117457.00
County:	Williamson		
	Engineering Cost (Preconstruction)	<mark>\$4,112.93</mark>	
	Engineering Cost (Construction)	. \$ <mark>4,112.9</mark> 3	
	Other	\$78.20	
	Engineering Cost (Reimbursed)		\$7,307.57
	Inspection 88.00% (Private ROW) Reim	bursed	\$16,892.51
	12.00% (Public ROW)	\$2,303.52	
	Construction Labor (State Contract)		\$265,800.00
	Construction Material (State Contract)		\$282,725.60
	Utility Betterment <mark>(Deposit)</mark>	\$14,896.10	•)
	Utility from Percent on Public (Deposit)	\$65,823.07	
	TOTAL Utility Deposit	\$80,719.17	
		TOTAL Contract =	\$576,025.69
	Projec	\$493,002.99	
	TOTAL Rein	nbursement Cost =	\$24,200.08

PPRM Letting Dat	Utility Office Use Only Date PPRM Verified:	_	
Utility Address in URIS matches address on Esti	YES	Cooperative	
		Utility District	
		Municipal Utility	
		NOT Above	

TDT

Contract No. 8489

MOVE IN STATE Rev 08-21-2014 94953-2501-04

UTILITY RELOCATION CONTRACT

THIS CONTRACT made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **Town of Thompson Station (Water)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **117457.00**, **SIA Industrial Access Road Serving Mars Petcare in Thompson Station** located in **Williamson County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, **12** percent of which are located on public highway right-of-way and **88** percent of which are located on private utility right-of-way; and

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$576,025.69**, including the amount of **\$8,304.06** for the cost of engineering; including the amount of **\$19,196.03** for the cost of inspection provided by the Utility; including the amount of **\$14,896.10** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$80,719.17** for deposit for the utility work in the State contract, and of which **88** percent represents the pro-rata share to which the Utility right-of-way, and **12** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any utility betterment costs; and

WHEREAS, the parties want to enter into a contract to provide for the relocation of the Utility's facilities in conjunction with this highway construction project, and the Utility has requested TDOT to undertake the hereinafter described utility relocation work in its highway construction contract; and

WHEREAS, it is in the mutual interest of the parties that this utility relocation work be performed together with the proposed highway construction;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

- 1 (a) TDOT will show the proposed relocation of the Utility's facilities on TDOT's highway construction plans as project cost items and will receive bids for same by its highway contractor as a part of the contract for construction of the above mentioned Project. TDOT will be responsible for having its contractor perform the aforesaid utility relocation work in accordance with TDOT's construction contract, including the project plans, standard specifications, special provisions, and the utility relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference.
 - (b) The Utility agrees to reimburse TDOT for the Utility's Cost. Reimbursement shall be based on the agreed percentage of the actual cost of the Utility's Cost items as shown on the project plans incorporated herein by reference. It is further agreed that the Utility will make payment to TDOT in the amount of the estimated cost of the Utility's Cost items prior to advertisement for bids. The Utility may provide these funds by one of the following means:
 - A. A check made payable to the order of and sent to TDOT; or
 - B. Documentation of a deposit made only by wire or by immediate credit transfer with the Treasurer of the State.

In the event said deposit exceeds the aggregate amount of the Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's Cost charges exceed the deposit, the Utility agrees to reimburse TDOT for such additional amount.

- (c) The Utility agrees that TDOT may advertise for and receive bids for the construction of the Project, including the proposed relocation of the Utility's facilities, and award and enter into contract with the lowest responsible bidder.
- (d) The Utility agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of the Utility's facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that the utility may otherwise be required to do so by law.
- (e) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's relocation work to be performed under a contract to be awarded by TDOT. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in any subcontract for the performance of any part of the Utility's relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for a subcontract to perform the Utility's relocation work for this Project.
- (f) It is also understood and agreed that TDOT, in its sole discretion, may reject any and all bids submitted for the construction of said Project without any liability whatsoever to the Utility.

- 2. It is further agreed that in letting the contract with respect to the proposed relocation of the Utility's facilities, TDOT is acting solely in accommodation of the Utility and shall have no liability to the Utility for any damages or claims arising out of acts or omissions on the part of TDOT's contractor. The Utility agrees that it will not hold TDOT responsible for any claims arising out of the inclusion of the Utility's items of work in TDOT's highway construction contract. Under this contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment with the State of Tennessee.
- **3.** (a) The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Utility shall provide TDOT and its contractor with the rights to use these utility rights-of-way for construction purposes. The Utility further agrees that it has acquired or will acquire these rights-of-way at no cost to TDOT except insofar as TDOT may be liable to reimburse the Utility for the replacement of previously owned private utility rights-of-way as may be provided in a separate contract between the parties.
 - (b) The Utility agrees to transfer to TDOT that portion of the previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for highway purposes.
- 4. The Utility shall have the right and responsibility to inspect and approve, prior to TDOT's release of its highway contractor's bond, all items of utility relocation work, including betterment, to be performed under the proposed highway construction contract to ensure that the relocation is completed in accordance with this Contract and all applicable specifications and safety codes. TDOT agrees that it will reimburse the Utility the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans, incorporated herein by reference. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to TDOT.
- 5. The Utility agrees that:
 - (a) The Utility will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by TDOT.
 - (b) It will develop the utility engineering costs in accordance with the current provisions of 23 CFR 645.117.
- 6. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the Utility's reimbursable costs associated with the relocation of the Utility's facilities, as follows:
 - (a) The Utility shall perform any work in accordance with the estimate of cost and plans as approved by TDOT and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".
 - (b) Any change in the approved estimate of cost or plans shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate

with the Utility to resolve, if possible, any objections TDOT may have to such requested changes.

- (c) TDOT shall reimburse the Utility for such direct and indirect costs as are allowable under the current provisions of 23 CFR 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 645A on a federal-aid project shall be ineligible for reimbursement by TDOT on this Project, whether it is or is not a federal-aid project.
- (d) The Utility shall develop and record all costs in a manner consistent with the current provisions of 23 CFR 645.117 as of the effective date of this Contract and as approved by TDOT.
- (e) The Utility shall submit all requests for payment by invoice, in form and substance acceptable to TDOT, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.
- (f) The Utility may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit "A" to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (g) TDOT shall, unless it has good faith and reasonable objections to the Utility's invoice for interim payment, use its best efforts to issue payment based on the Utility's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Utility's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Utility so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Utility. All other reimbursable cost items set out in the Utility's invoice shall be paid by TDOT.
- (h) Subject to the Utility's right to bill on an interim basis as described above, the Utility shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the Utility relocation work in its entirety. Otherwise, any previous payments to the Utility shall be considered final, and the Utility shall be deemed to have waived any claim for additional payments, except as TDOT and Utility may have agreed otherwise in writing before the end of that year.
- (i) The Utility's invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not

prejudice TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

- (j) The Utility's invoice(s) shall include a Buy America certification attesting that all products used in the Utility's relocation work that are manufactured predominantly of steel or iron (that is, all manufactured products consisting of at least 90% steel or iron content by weight when delivered to the job site for installation) comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 16 of this Contract.
- 7. The Utility agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the Utility agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
- 8. The Utility shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Utility, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the Utility and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 9. In the event that funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Contract upon written notice to the Utility. Said termination shall not be deemed a breach of Contract by TDOT. Upon receipt of the written notice, the Utility shall cease all work associated with the Contract, except as may be reasonably necessary to return the Utility's facilities to safe operation. Should such an event occur, the Utility shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR 645A (in accordance with paragraph 6(c) of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Utility shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 10. The Utility agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility or its employees in the performance of the Utility's engineering and inspection work relating to this Contract. The Utility agrees that it will not hold TDOT responsible for any claims arising out of the inclusion of the Utility's items of work in TDOT's highway construction contract. Under this contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment with the State of Tennessee.

In the event that TDOT is sued for damages arising from acts, omissions, or negligence by the Utility or its employees, the Utility shall cooperate in TDOT's defense. TDOT shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- **11.** TDOT shall have no liability except as specifically provided in this Contract.
- **12.** This Contract may be modified only by a written amendment executed by the parties hereto.
- 13. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
- 14. The Utility hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Utility on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Utility shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 15. The Utility shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility agrees that failure of the Utility to comply with this provision may subject the Utility to the repayment of all State funds expended, under this Contract.
- **16.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.
- **17.** The parties hereto, in the performance of this contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- **18.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Utility acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies

arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

- **19.** If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- 20. The Utility agrees to comply with the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Utility agrees that all products used in the Utility's relocation work that are manufactured predominantly of steel or iron that is, all manufactured products consisting of at least 90% steel or iron content by weight when delivered to the job site for installation shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Utility's relocation work are manufactured.
- **21.**TDOT and the Utility agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation Attention: State Utility Coordinator Suite 600, James K. Polk Building 505 Deaderick Street Nashville, Tennessee 37243-0329 Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to: John H. Reinbold, General Counsel Suite 300, James K. Polk Building 505 Deaderick Street Nashville, Tennessee 37243-0326 Facsimile Number: (615) 532-5988

To the Utility:

Attention:

Facsimile Number:

With a copy if requested by Utility to:

Attention:

Facsimile Number:_____

IN WITNESS WHEREOF, the parties have executed this contract.

UTILITY

Town of Thompson Station (Water)

BY: _____

TITLE: ______

DATE:

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

BY: John C. Schroer Commissioner

DATE:

APPROVED AS TO FORM:

BY:

John H. Reinbold **General Counsel**

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1	jcosentini@thompsons-station.cc Ryan McMaster, PE	Phone:	(615)794-4333	REPARTOVER INCOMENTATION IN 1997 IL 12
	ryan.mcmaster@kimley-horn.cor	Phone:	(615)564-2878	Bial Nantageneration
	Town of Thompson's Stallon			Consult Appr. Date: TH/15 PL 015 1-9
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APPROVED AS NOTED 2/18/16 fim Byl ASST. STOTE VTILITY Coord.

TDOT Utility Form 2013-16 Page 4.1

Revision 10-25-2013

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RESOLUTION NO. 2016-005

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A UTILITY RELOCATION AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION RELATED TO THE SIA ROAD SERVING MARS PETCARE AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the Industrial Highway Act of 1959 authorizes the TDOT to contract with cities and counties for the construction and maintenance of "Industrial Highways" to provide access to industrial areas and to facilitate the development and expansion of industry within the State of Tennessee, and

WHEREAS, the Town and the TDOT previously entered into a project agreement for the construction and maintenance of improvements to Highway 31/Columbia Pike and an Industrial Access Road to serve Mars Petcare ("the Project"); and

WHEREAS, a part of the Project includes the relocation of the Town's existing 4" wastewater line, and the Town would also like to replace this wastewater line with an upgraded 6" line as part of the Project; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the Town to approve the attached utility relocation agreement with TDOT to allow for the construction of the Project, including the improvements to the wastewater infrastructure described therein.

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

That the Utility Relocation Agreement of the State of Tennessee Department of Transportation attached hereto as Exhibit A and incorporated herein by reference, is approved and that the Mayor is hereby authorized to execute said Proposal on behalf of the Town.

RESOLVED AND ADOPTED this _____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Todd Moore, Town Attorney

March 11, 2016

Mr. Joe Cosentini Town of Thompson's Station Town Administrator 1550 Thompson's Station Road West Thompson's Station, TN 37179

RE: Professional Services Agreement US 31 Waterline Relocation Thompson's Station, TN

Dear Joe:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") appreciates the opportunity to submit this letter agreement to the Town of Thompson's Station ("Client") for Civil Engineering and Inspection services associated with the proposed waterline relocation project along the eastern right-of-way line of US 31 from KMK Acres to Critz Lane, including approximately 2,400 linear feet of proposed sanitary sewer forcemain (Project).

PROJECT UNDERSTANDING

Kimley-Horn understands the proposed Project to include design and construction documents to relocate an existing 4" waterline, due to a conflict derived from a proposed State Industrial Access (SIA) road serving Mars Petcare (TDOT project #94953-2501-4). The new, relocated line is proposed to be upsized to a 6" sanitary sewer forcemain.

Kimley-Horn assumes that the Client and/or the Tennessee Department of Transportation (TDOT) will provide all available information such as digital CAD files of existing survey information, title report, easement documentation, and other relevant information that can be used in the preparation of the design plans.

SCOPE OF SERVICES

The following outline of Kimley-Horn's understanding of the proposed scope is based upon preliminary discussions with TDOT and the Town of Thompson's Station (TOTS). The following is our understanding of the project scope:

Task 1 – Pressure Pipe Design

The Consultant will prepare construction plans and profiles for the proposed 6" sanitary forcemain from the KMK Acres property (also known as the proposed Roderick Place development) to an existing sanitary sewer trunkline, located just north of Critz Lane. The alignment of the forcemain will lie just within the proposed right-of-way (ROW) line of US 31 along the eastern edge of the ROW.

Mr. Joe Cosentini, March 11, 2016 Page 2

Kimley Worn

Task 2 – Construction Engineering Inspection (CEI)

Kimley-Horn, via services of a sub-consultant, will provide +/-40 hours/week of CEI services (per TDOT requirements) during construction of the Project. This scope of services is anticipated to account for a four week construction period, totaling a maximum of 160 hours. The Consultant will not proceed beyond the anticipated four week construction schedule without authorization and approval from the Client.

Task 3 – Additional Services

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

- Additional CEI work not identified above
- Soils Testing
- Land Surveying services
- Environmental permitting such as ARAP, FEMA, and 404D permits
- Site Design services, other than those listed above
- Others services as requested by the Client

SCHEDULE

Once given notice to proceed, Kimley-Horn will meet with the Client and discuss an appropriate and mutually agreed upon schedule to complete the initial scope of this development.

FEE AND BILLING

The Consultant will provide the Scope of Services for Tasks 1-2 as identified below:

Task 1 – Pressure Pipe Design	\$16,608.11
Task 2 – Construction Engineering Inspection	\$19,196.03

The Consultant will provide the Scope of Services for Tasks 3 on a labor fee plus expense basis. Effort associated with Task 3 – Additional Services will not be performed without authorization from the Client.

In addition to the labor fees shown, direct reimbursable expenses such as express delivery services, reproductions, and other direct expenses will be billed to the Client at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly based our then current rates. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses

Mr. Joe Cosentini, March 11, 2016 Page 3

will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

CLOSURE

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

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

Please email all invoices to

____ Please copy __

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fullyexecuted agreement.

We appreciate the opportunity to provide this proposal and look forward to providing you services on this project. Please contact me if you have any questions.

Sincerely, KIMLEY-HORN AND ASSOCIATES, INC.

Ryan McMaster, P.E. Project Manager

Attachment – Standard Provisions

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Mr. Joe Cosentini, March 11, 2016 Page 4

Agreed to this _____ day of _____, 2015.

The Town of Thompson's Station A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_, Witness

(Print or Type Name)

Official Seal:

< < < This Section Left Intentionally Blank > > >

Mr. Joe Cosentini, March 11, 2016 Page 5

Kimley Worn

KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

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

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

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

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

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts

Mr. Joe Cosentini, March 11, 2016 Page 6

due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

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

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services

Kimley » Horn

Mr. Joe Cosentini, March 11, 2016 Page 7

rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

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

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

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

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

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

(14) Hazardous Substances and Conditions. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

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

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

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

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

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

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

RESOLUTION NO. 2016-06

A RESOLUTION OF BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE AN AGREEMENT WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO THE WASTEWATER LINE RELOCATION AND UPGRADE ALONG HIGHWAY 31 AS A PART OF THE TDOT PROJECT FOR MARS PETCARE

WHEREAS, the Town and the TDOT previously entered into a project agreement for the construction and maintenance of improvements to Highway 31/Columbia Pike and an Industrial Access Road to serve Mars Petcare ("the Project"); and

WHEREAS, as a part of the Project, the Town is relocating and upgrading a wastewater line; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to enter into an agreement with Kimley Horn and Associates, Inc. for professional engineering services related to the design and installation of the relocation and upgrade of the wastewater line.

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

That the agreement with Kimley Horn and Associates, Inc. for professional engineering services, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and the Mayor is authorized to sign said Agreement on the behalf of the Town.

RESOLVED AND ADOPTED this _____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

DEPOSIT AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into this _____ day of April, 2016, by and between the Town of Thompson's Station, Tennessee, ("Town") and C&L Development, LLC ("Developer").

WHEREAS, Developer is proposing to construct a mixed use development, Roderick Place, to be located on Columbia Pike (Highway 31) within the Town; and

WHEREAS, Town has entered into an agreement with the TDOT for the construction of improvements to Columbia Pike north of Roderick Place, including the relocation of certain utilities ("TDOT Project"); and

WHEREAS, Developer would like to have certain upgrades made to the wastewater system, particularly the installation of a new 6" wastewater force main, as a part of the TDOT Project to benefit Roderick Place; and

WHEREAS, TDOT and the Town have agreed to include this new wastewater line in the project, provided that Developer shall deposit funds sufficient to cover all Town expenses related to this additional work.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Deposit**. The Developer shall provide Town a deposit of \$90,000.00 to be used by Town to pay its expenses related to the installation of a new 6" wastewater force main along Columbia Pike ("Project"). The parties agree that the Project is being constructed by TDOT as a part of the improvements to Columbia Pike and that the Town will enter into a Utility Relocation Agreement to include the installation of this new wastewater line upon execution of this agreement. The construction specifications and estimated costs of the Project are described in more detail in the Utility Relocation Agreement. The parties agree that the amount of the deposit is the estimate of the Town's expenses; however, if at any time, it appears that the Town's expenses for the Project will exceed this amount, the Town may require that Developer make another deposit sufficient to cover these costs.

2. **Reimbursement.** Developer acknowledges and agrees that it is obligated to fully reimburse the Town for all costs incurred by the Town related to the Utility Relocation Agreement and the Project regardless of the amount deposited. In the event the actual expenses incurred by the Town exceed the amount deposited by Developer, the Developer shall pay the Town an amount sufficient to cover the difference between the expenses and deposit within ten (10) days of receiving a payment request from Town. In the event it becomes necessary for the
Town to file litigation in order to recover any expenses paid, the Developer shall be responsible and liable for all costs incurred by the Town as a result of such litigation, including court courts and reasonable attorneys' fees.

3. **Refund of Excess Deposit.** Upon completion of the Project, the Town shall refund to Developer any amounts deposited in excess of the Town's actual expenses for the project.

4. **Deposit is not a Debt or Liability of Town.** The parties agree that deposit is not a debt or liability of the Town and that Town shall not be liable to Developer except to refund any excess deposit as set forth above.

5. **No liability for Project.** Developer acknowledges and agrees that the Project is being bid and constructed by TDOT and its agents and contractors and that the Town shall have no liability for any work performed, supervision of the work or any other matter related to the Project. Developer agrees to hold the Town harmless from any liability related construction of the project.

6. **Termination.** This agreement shall terminate after (i) either the completion of the Project or termination of the Project; and (ii) the reimbursement of expenses or the refund of any excess deposit.

7. **Accounting.** The Town will provide Developer with a written statement of all expenditures made under this agreement.

8. **Severability.** If any part of this agreement is held to be illegal or unenforceable by a court, the remainder of the agreement shall be given effect to the fullest extent possible.

9. **Counterparts.** This agreement may be executed in counterparts, each of which shall be deemed an original.

10. **Authority.** The persons executing this agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing; (ii) they are authorized to execute and deliver this agreement on behalf of said party; (iii) by so executing this agreement such party is formally bound to the provisions of this agreement; and (iv) entering into to this agreement does not violate any provision of another contract to which said party is bound.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Town of Thompson's Station, Tennessee

C&L Development, LLC

By:_____

Corey Napier, Mayor

By: ______ Its: _____

RESOLUTION NO. 2016-07

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A DEPOSIT AND REIMBURSEMENT AGREEMENT WITH C&L DEVELOPMENT, LLC FOR THE INSTALLATION OF A NEW WASTEWATER FORCE MAIN AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the Town and the TDOT previously entered into a project agreement for the construction and maintenance of improvements to Highway 31/Columbia Pike and an Industrial Access Road to serve Mars Petcare ("the TDOT Project"); and

WHEREAS, a part of the TDOT Project includes the relocation of the Town's existing 4" wastewater line, and C&L Development, LLC ("Developer") would also like to replace this wastewater line with an upgraded 6" line, with the work to be done by TDOT as part of their project; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to enter into a Utility Relocation Agreement with TDOT to allow for the construction of the Project, including the improvements to the wastewater infrastructure described therein, provided that Developer agrees to deposit funds sufficient to reimburse the Town for its expenses; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to enter into the Deposit and Reimbursement Agreement with C&L Development, LLC, attached hereto as Exhibit A.

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

That the Deposit and Reimbursement Agreement with C&L Development, LLC, attached hereto as Exhibit A and incorporated herein by reference, is approved and that the Mayor is hereby authorized to execute said agreement on behalf of the Town.

RESOLVED AND ADOPTED this _____ day of _____, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

ORDINANCE 2016-007

AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017.

- 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 has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

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 governing body estimates anticipated revenues of the municipality from all sources to be as follows for fiscal year 2017:

	FY 2014-2015	FY 2015-2016	FY 2016-2017
General Fund	Actual	Estimated	Proposed
Local taxes	\$1,016,799	\$1,123,301	\$1,072,000
Licenses and Permits	1,592,374	1,451,211	1,169,105
Intergovernmental	321,282	346,164	903,000
Other Revenue	29,731	421,258	11,500
Total Revenues	2,960,186	3,421,870	3,231,105
Beginning Fund Balance	4,085,496	4,118,082	5,708,153
Total Available Funds	\$7,045,682	\$7,539,952	\$8,939,258

State Street Aid Fund	FY 2014-2015 Actual	FY 2015-2016 Estimated	FY 2016-2017 Proposed
Intergovernmental	\$76,247	\$70,000	\$70,000
Total Revenues	76,247	70,000	70,000
Beginning Fund Balance	226	6,473	6,473
Total Available Funds	\$76,473	\$76,473	\$76,473

	FY 2014-2015	FY 2015-2016	FY 2016-2017
Wastewater Fund	Actual	Estimated	Proposed
Wastewater Fees	\$619,296	\$640,238	\$555,000
Tap Fees	1,101,520	700,000	687,500
Other Revenue	200,597	1,866	500
Total Revenues	1,921,413	1,342,104	1,243,000
Beginning Fund Balance	11,325,049	12,546,569	13,192,078
Total Available Funds	\$13,246,462	\$13,888,673	\$14,435,078

SECTION 2: That the governing body appropriates from these anticipated revenues and unexpended and unencumbered funds as follows:

General Fund	FY 2014-2015 Actual	FY 2015-2016 Estimated	FY 2016-2017 Proposed
			•
Government Administrative	\$2,371,842	\$1,042,541	\$1,348,600
Streets	345,019	117,593	291,005
Transfer to Capital	0	500,000	1,341,500
Parks	119,787	11,666	20,000
Debt Service	146,508	160,000	160,000
Total Appropriations	2,983,156	1,831,799	3,161,105
Surplus/(Deficit)	32,586	1,590,071	-
Ending Fund Balance	\$4,118,082	\$5,708,153	\$5,708,153

State Street Aid Fund	FY 2014-2015	FY 2015-2016	FY 2016-2017
	Actual	Estimated	Proposed
Streets	\$70,000	\$70,000	\$70,000
Total Appropriations	70,000	70,000	70,000
Surplus/(Deficit)	0	0	0
Ending Fund Balance	\$6,473	\$6,473	\$6,473

Wastewater Fund	FY 2014-2015 Actual	FY 2015-2016 Estimated	FY 2016-2017 Proposed
Wastewater Department Debt Service	\$663,225 36,668	\$657,935 38,660	\$1,109,000 22,000
Total Appropriations	699,893	696,595	1,131,000
Surplus/(Deficit)	1,221,520	645,509	0
Ending Fund Balance	\$12,546,569	\$13,192,078	\$13,304,078

SECTION 3: At the end of the current fiscal year the governing body estimates balances/ (deficits) as follows:

General Fund	\$5,708,153
State Street Aid Fund	\$6,473
Wastewater Fund	\$13,304,078

SECTION 4: That the governing body recognizes that the municipality has bonded and other indebtedness as follows:

Bonded or Other	Debt	Interest	Debt Authorized	Principal Outstanding at
Indebtedness	Principal	Requirements	and Unissued	June 30
Bonds	\$0	\$0	\$0	\$0
Notes	\$2,153,000	\$56,500	\$0	\$1,690,918
Capital Leases	\$0	\$0	\$0	\$0
Other Debt	\$0	\$0	\$0	\$0

- SECTION 5: 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 6: A detailed financial plan will be attached to this budget and become part of this budget ordinance. In addition, the published operating budget and budgetary comparisons shown by fund with beginning and ending fund balances and the number of full time equivalent employees required by Section 6-56-206, *Tennessee Code Annotated* will be attached.
- SECTION 7: There is hereby levied a property tax of \$.103 per \$100 of assessed value on all real and personal property.
- SECTION 8: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval if the Town has notes issued pursuant to Title 9, Chapter 21, *Tennessee Code Annotated* or

loan agreements with a public building authority issued pursuant to Title 12, Chapter 10, *Tennessee Code Annotated* approved by the Comptroller of the Treasury or Comptroller's Designee within fifteen (15) days of its adoption. This budget shall not become the official budget for the fiscal year until such budget is approved by the Comptroller of the Treasury or Comptroller's Designee in accordance with Title 9, Chapter 21, *Tennessee Code Annotated* (the "Statutes".) If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies sufficient to comply with the Statutes, or as directed by the Comptroller of the Treasury or Comptroller's Designee. If the Town does not have such debt outstanding, it will file this annual operating budget and capital budget ordinance and supporting documents with the Comptroller of the Treasury or Comptroller's Designee.

- SECTION 9: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.
- SECTION 10: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.
- SECTION 11: 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 12: This ordinance shall take effect July 1, 2016, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

Submitted to Public Hearing on ______, 2016 at 7:00 p.m. after publication of notice of public hearing by advertisement in the ______ newspaper on ______, 2016.

Passed 1st Reading:

Passed 2nd Reading:

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<u>Income</u>

Town of Thompson's Station Ordinance 2016-007 Proposed Budget FY2017

Revenue Detail

150,000 - 700,000
- 700,000
700,000
100,000
35,000
12,000
500
396,000
30,000
105
75,000
742,500
29,000
170,000
100,000
1,000
4,000
5,500
48,000
7,700
14,300
599,000
7,500
-
10,000
(6,000)
-
-
-
\$ 3,231,105



Expense Detail

Expenses

BOMA	
41110 Salaries	30,000
41141 FICA	2,000
41142 Medicare	500
41147 SUTA	300
41289 Retirement	-
41161 General Expenses	1,000
41235 Memberships & Subscriptions	-
41280 Travel	-
41285 Continuing Education	-
ΤΟΤΑΙ ΒΟΜΑ	33,800
Town Administration	
41110 Salaries	140,000
41141 FICA	9,000
41142 Medicare	2,000
41147 SUTA	1,000
41289 Retirement	7,000
41235 Memberships & Subscriptions	1,200
41280 Travel	1,500
41285 Continuing Education	500
TOTAL Town Administration	162,200
Finance	
	110.000
	110 000
41110 Salaries	110,000
41141 FICA	7,000
41141 FICA 41142 Medicare	7,000 1,500
41141 FICA 41142 Medicare 41147 SUTA	7,000 1,500 1,000
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement	7,000 1,500 1,000 5,500
41141 FICA 41142 Medicare 41147 SUTA	7,000 1,500 1,000
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel	7,000 1,500 1,000 5,500 500 500
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions	7,000 1,500 1,000 5,500 500 500 1,000
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor	7,000 1,500 1,000 5,500 500 1,000 13,500
 41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor 41551 Trustee Commission 	7,000 1,500 1,000 5,500 500 1,000 13,500 3,000
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor	7,000 1,500 1,000 5,500 500 1,000 13,500
 41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor 41551 Trustee Commission 41691 Bank Charges TOTAL Finance 	7,000 1,500 1,000 5,500 500 1,000 13,500 3,000 2,000
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor 41551 Trustee Commission 41691 Bank Charges TOTAL Finance	7,000 1,500 1,000 5,500 500 1,000 13,500 3,000 2,000 145,500
 41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor 41551 Trustee Commission 41691 Bank Charges TOTAL Finance 	7,000 1,500 1,000 5,500 500 1,000 13,500 3,000 2,000 145,500
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor 41551 Trustee Commission 41691 Bank Charges TOTAL Finance Planning & Zoning 41110 Salaries 41141 FICA	7,000 1,500 1,000 5,500 500 1,000 13,500 3,000 2,000 145,500 115,000 7,500
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor 41551 Trustee Commission 41691 Bank Charges TOTAL Finance	7,000 1,500 1,000 5,500 500 1,000 13,500 3,000 2,000 145,500
41141 FICA 41142 Medicare 41147 SUTA 41289 Retirement 41235 Memberships & Subscriptions 41280 Travel 41285 Continuing Education 41253 Prof. Fees - Auditor 41551 Trustee Commission 41691 Bank Charges TOTAL Finance Planning & Zoning 41110 Salaries 41141 FICA 41142 Medicare	7,000 1,500 1,000 5,500 500 1,000 13,500 3,000 2,000 145,500 115,000 7,500 1,800

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Town of Thompson's Station Ordinance 2016-007 Proposed Budget FY2017

Expense Detail

Planning & Zoning Con't	
41235 Memberships & Subscriptions	500
41254 Prof. Fees - Consulting Engineers	40,000
41280 Travel	500
41285 Continuing Education	1,000
41230 Recording & Filing Fees	1,000
41231 Legal Notices	3,000
TOTAL Planning & Zoning	176,850
uilding & Codes Enforcement	
41110 Salaries	135,000
41141 FICA	8,500
41142 Medicare	2,000
41147 SUTA	1,000
41289 Retirement	6,750
41235 Memberships & Subscriptions	500
41280 Travel	-
41285 Continuing Education	1,000
TOTAL Building & Codes Enforcement	154,750
reets & Maintenance	
41110 Salaries	95,000
41141 FICA	6,000
41142 Medicare	1,500
41147 SUTA	1,000
41289 Retirement	4,750
41235 Memberships & Subscriptions	500
41280 Travel	-
41285 Continuing Education	1,000
41264 Repairs & Maintenance - Vehicles	10,000
41268 Repairs & Maintenance - Roads	291,005
41269 SSA - Street Repair Expense	70,000
41270 Vehicle Fuel & Oil	15,000
TOTAL Streets & Maintenance	495,755
nformation Technology	
41110 Salaries	45,000
41141 FICA	3,000
41142 Medicare	700
41147 SUTA	500
41289 Retirement	2,250
41235 Memberships & Subscriptions	500
41280 Travel	-
41285 Continuing Education	1,000
TOTAL Information Technology	



Expense Detail

Town Hall	
41211 Postage	1,000
41221 Printing, Forms & Photocopy	6,000
41241 Utilities - Electricity	14,000
41242 Utilities - Water	2,300
41244 Utilities - Gas	2,000
41245 Telecommunications Expense	4,500
41259 Prof. Fees - Other	50,000
41266 Repairs & Maintenance - Buildings	30,000
41300 Economic Development	7,500
41311 Office Expense	15,000
41511 Insurance - Property	2,800
41512 Insurance - Workers Comp.	14,600
41513 Insurance - Liability	4,500
41514 Insurance - Medical	100,000
41515 Insurance - Auto	2,300
41516 Insurance - E & O	12,000
41720 Donations	100,000
41899 Other Expenses	10,000
49030 Capital Outlay Note Payment	 160,000
TOTAL Town Hall	538,500
Legal	400.000
41252 Prof. Fees - Legal Fees	100,000
41255 Prof. Fees - Municipal Court	 6,000
TOTAL Legal	106,000
Parks & Recreation	
41265 Parks & Recreation Expense	20,000
TOTAL Parks & Recreation	 20,000
Animal Control	
41291 Animal Control Services	 3,300
TOTAL Animal Control	3,300
- (
<u>Transfers</u> 41940 Transfer to Capital	1,341,500
TOTAL Transfers	 1,341,500
	1,941,900
TOTAL EXPENSES	\$ 3,231,105

LEASE AGREEMENT

This Lease is made and entered into this ______day of ______, 2016 by and between the **Town of Thompson's Station, Tennessee**, a municipal corporation, herein called "Town", and **Tennessee Equine Hospital, PLLC**, a Tennessee limited liability hospital, herein called "Lessee."

WHEREAS, the Town owns real property which was formerly used as a cattle farm, including barns, fencing and other structures, which is located at _____ Thompson's Station Road West; and

WHEREAS, this property is intended to be used as primarily as a passive park and to preserve the rural, agricultural and pastoral character of the Town; and

WHEREAS, Lessee operates an equine hospital in the Town and wishes to use a portion of the property, including the existing structures, for its business; and

WHEREAS, it is in the Town's and public's interest for the property to be maintained in its current condition and for a similar agricultural use; and

WHEREAS, the Lessee will make the property available for public and educational use as set out herein.

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

- 1. <u>PREMISES</u>. The Town hereby leases to Lessee, upon the following terms and conditions, a portion of the property and improvements, located at 1600 Thompson's Station Road West, more particularly described on Exhibit A, attached hereto, hereinafter the "Premises."
- 2. <u>TERM</u>. The term of this Lease shall be three (3) years, and shall begin on the _1st_ day of _May____, 2016, and end on the _30th_ day of __April___ 2019. The Parties may agree to extend the Lease term or terminate the lease in accordance with Section 6.
- 3. <u>RENT</u>. The Lessee shall pay to Town a total rent of \$250.00 per month for the term.
- 4. <u>REPAIRS AND MAINTENANCE</u>. As additional consideration, Lessee agrees to maintain the Premises in a clean and safe condition for its use and the Town's or public's access as set forth in the General Terms and Conditions set forth in Exhibit B.
- 5. <u>USE</u>. Lessee shall use said Premises for the following purposes and no others without prior written consent of the Town:

Lessee shall use the Premises for the boarding of horses for breeding and artificial reproduction purposes. The Premises may also serve as overflow boarding for Lessee's equine hospital. To the extent feasible and practicable, Lessee shall endeavor to provide to make the Premises available to other groups and members of the public for educational and/or other civic purposes. The Lessee will work with the Town to create a plan and schedule of events to allow public access to and tours of the Premises from time to time. No other uses, activities or operations shall be conducted by the Lessee from the leased Premises without first obtaining the prior written consent of Town.

Lessee understands that the Premises are governing by a Conservation Easement for the benefit of the Land Trust of Tennessee. Lessee agrees to comply with all terms and restrictions of said easement and agrees that it will be responsible and liable to the Town and/or Land Trust for any violations of such easement,

- 6. <u>LEASE EXTENSION; TERMINATION</u>. This lease may be renewed for two (2) additional one (1) year terms upon the mutual consent of both parties. Written notice of the request to renew must be given by the Lessee to the Town at least sixty (60) days prior to the end of the Term. If agreement on renewal or on the terms of renewal cannot be reached prior to the termination date of this lease, then this lease will terminate according to its terms. Any renewal of this lease may be in an addendum form at the option of the Town. In addition to the foregoing, after April 30, 2018, either party may terminate this lease at any time upon ninety (90) days written notice.
- 7. <u>INSURANCE</u>. The Lessee shall carry fire and extended coverage insurance on the facility. In the case of loss, the decision to repair, replace, or demolish rests solely with the Town. Lessee shall also carry general liability insurance, covering its use of the Premises, in the amount of at least \$1,000,000/\$2,000,000, naming the Town as an additional insured, and shall provide the Town a copy of said insurance policy prior to occupying the Premises.
- 8. <u>LIABILITY</u>. Lessee agrees to hold the Town harmless for any bodily injury or property damage done by the Lessee or its invitees on the premises during the period of this lease.
- 9. <u>INDEMNIFICATION</u>. Lessee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless the Town, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense, which is caused by, arises out of, or is incidental to Lessee's breach or violation of the terms of this agreement.
- 10. <u>GENERAL TERMS AND CONDITIONS</u>. Attached hereto as Exhibit B and incorporated herein by reference are the General Terms and Conditions. In the event of any conflict or inconsistency between the terms of this Lease and the Town of Thompson's Station General Terms and Conditions, the terms of this Lease shall control.
- 11. <u>DEFAULT</u>. Lessee's failure to keep, observe or perform any term or conditions of the Lease, including those set forth in Exhibit B, shall constitute a default. In the event of default, the Town shall be entitled to terminate the Lease, re-enter and take possession of the Premises. Lessee shall pay reimburse the Town for any and all costs Town incurs to protect its interests as a result of a default, including reasonable attorneys and court costs.
- 12. <u>ENTIRE AGREEMENT AMENDMENTS</u>. This printed Lease together with the attached General Terms and Conditions, all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. Except as otherwise provided herein, no modification or a mendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
- 13. <u>SURRENDER</u>. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Town in the same condition and repair as delivered, ordinary wear and tear

excepted. If Lessee fails to remove any of its property from the Premises upon expiration or termination, the Town may remove and store such property, and any such property shall be deemed abandoned. Lessee agrees to pay Town any expenses incurred by Town in the removal, storage or disposal of such property, and Town may remove, store or dispose of such property as rown snan determine, without native to Lessee whatsoever.

14. <u>NOTICES</u>. Required notices except legal notices shall be given in writing to the following respective address:

To Town: Town of Thompson's Station Tennessee 1550 Thompson's Station Road West P. O. Box 100 Thompson's Station, TN 37179

To Lessee: Tennessee Equine Hospital, PLLC 1508 Thompson's Station Road West Thompson's Station, TN 37179

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the ______day of_______, 2016.

LESSEE:

Tennessee Equine Hospital, PLLC

BY:_____

Date

LESSOR: Town of Thompson's Station, Tennessee

BY:___

Corey Napier, Mayor

Date

EXHIBIT B

TOWN OF THOMPSON'S STATION TENNESSEE GENERAL TERMS AND CONDITIONS

- 1. <u>COMPLIANCE WITH ALL LAWS AND REGULATIONS</u>. In using the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction.
- 2. <u>UTILITIES</u>. Lessee shall timely pay for all costs, expenses, fees, services, and charges of all kinds for heat, light, water, gas, and telephone, and for all other utilities used on said Premises.
- 3. <u>IMPROVEMENTS AND ALTERATIONS</u>. Lessee shall make no alterations or improvements to or upon the Premises (other than ordinary cleaning, painting or minor repairs), or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from Town. Unless otherwise stipulated, all improvements or alterations erected or made on the Premises shall, upon expiration of this Lease, belong to Town without compensation to the Lessee.
- 4. <u>CONDITION OF PREMISES</u>. THE LESSEE HAS INSPECTED AND KNOWS THE CONDITION OF THE PREMISES AND IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY OBLIGATION ON THE PART OF TOWN TO MAKE ANY CHANGES, IMPROVEMENTS, OR TO INCUR ANY EXPENSES WHATSOEVER FOR THE MAINTENANCE OR REPAIR OF THE PREMISES.
- 5. <u>CONSTRUCTION DEFECTS</u>. The Town shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.
- 6. <u>MAINTENANCE</u>. Town shall throughout the term of this Lease without cost or expense to Lessee, keep and maintain the leased Premises in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair.
- 7. <u>SIGNS</u>. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Lessee on any part of the outside of the Premises without the prior written consent of Town.
- 8. <u>ASSIGNMENT OR SUBLEASE</u>. Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises, nor grant an option for assignment, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise.
- 9. <u>RIGHT OF ENTRY</u> At all times during normal business hours, free access to the premises will be given to representatives of the Town for purposes of inspecting the property.

RESOLUTION NO. 2016-08

A RESOLUTION OF THE BOARD OF MAYOER AND ALDERMEN OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO APPROVE A LEASE WITH THE TENNESSEE EQUINE HOSPITAL PLLC AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the Town owns real property which was formerly used as a cattle farm, including barns, fencing and other structures, located on Thompson's Station Road West;

WHEREAS, this property is intended to be used as primarily as a passive park and to preserve the rural, agricultural and pastoral character of the Town;

WHEREAS, Tennessee Equine Hospital, PLLC operates an equine hospital nearby and wishes to use a portion of the property, including the existing structures, for its business;

WHEREAS, the Tennessee Equine Hospital, PLLC will maintain the property and make it available for public and educational use as set out in the lease;

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to enter into a one-year Lease Agreement with Tennessee Equine Hospital, PLLC so that the property will be maintained and used as set out in said lease.

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

That the Lease Agreement between the Town of Thompson's Station and Tennessee Equine Hospital, PLLC, attached hereto as Exhibit A, is approved and that the Mayor is hereby authorized to execute said lease on behalf of the Town.

RESOLVED AND ADOPTED this _____ day of April, 2016.

Corey Napier, Mayor

ATTEST:

Jennifer Jones, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney