

**Town of Thompson's Station
Board of Mayor and Aldermen
Meeting Agenda
May 14, 2019**

Meeting Called To Order

Pledge Of Allegiance

Minutes-

Consideration Of The April 9, 2019 Regular Meeting Minutes

Documents:

[04092019 MINUTES.PDF](#)

Consideration Of The February 7, 2019 Special Called Meeting Minutes

Documents:

[02072019 MINUTES.PDF](#)

Public Comments-

Unfinished Business:

1. Public Hearing And Second Reading Of Ordinance 2019-005: An Ordinance To Incorporate A Definition For "Religious Institution" Within Section 1.3 Of The Land Development Ordinance And To Modify Section 4.5.2 To Incorporate Standards To Govern Private Schools Within The T5 District.

Documents:

[ITEM 1 ORDINANCE 2019-005 MEMO.PDF](#)
[ITEM 1 ORDINANCE 2019-005 LDO AMEND.PDF](#)

2. Public Hearing And Second Reading Of Ordinance 2019-006: An Ordinance Of The Town Of Thompson's Station To Amend Title 18, Chapter 2 Of The Municipal Code Regarding Wastewater System User Fees.

Documents:

[ITEM 2 MEMORANDUM TO BOMA FOR ORDINANCE TITLE 18 5-7-2019.PDF](#)
[ITEM 2 ORDINANCE 2019-006.PDF](#)
[ITEM 2 - EXHIBIT A AMENDING CHAPTER 18 WITH CHANGES 5-7-2019.PDF](#)

New Business:

3. Approval Of Ordinance 2019-007: An Ordinance Of The Board Of Mayor And Aldermen Of The Town Of Thompson's Station, Tennessee, Adopting The Annual Budget And Tax Rate For The Fiscal Year Beginning July 1, 2019 And Ending June 30, 2020.

Documents:

4. Approval Of Resolution 2019-011: A Resolution To Accept Federal Grant Funds For Phase 2 Of The Town's Greenway And Approve The Town's Matching Funds.

Documents:

ITEM 4 RESOLUTION 2019-011 MEMO.PDF
ITEM 4 RESO 2019-011 PIN 128762.00 CONTRACT.PDF
ITEM 4 RESO 2019-011 TDOT GREENWAY CONTRACT.PDF
ITEM 4 RESO 2019-011 PIN 128762.00 EXHIBIT.PDF

5. Approval Of Resolution 2019-012: A Resolution To Accept A Portion Of Declaration Way.

Documents:

ITEM 5 RESOLUTION 2019-012 MEMO.PDF
ITEM 5 RESOLUTION 2019-012 DECLARATION DEDICATION.PDF
ITEM 5 TV FINAL PLAT FOR DECLARATION WAY APPROVED BY PC.PDF

6. Approval Of Resolution 2019-013: Approving A Contract With The National Park Service And MTSU For The Trail Markers And Signage Plan For Preservation Park

Documents:

ITEM 6 RESOLUTION 2019-013 MEMO.PDF
ITEM 6 RESO 2019-13 NPS MTSU SUBAWARD PRESERVATION PARK SIGNS.PDF
ITEM 6 TOTS_TRAIL_MARKER_SUBAWARD_AGREEMENT.PDF

7. Approval Of Two New Town Positions: Planning And Permitting Technician And Codes Inspector I

Documents:

ITEM 7 PLANNING AND PERMITTING TECHNICIAN.PDF
ITEM 7 JOB DESCRIPTION CODES INSPECTOR I.PDF

8. Announcements/Agenda Requests

Adjourn

Information Only:

Town Administrator Report

Documents:

THOMPSONS_STATION_PROJECT_STATUS.PDF

Finance Report

Documents:

BOMA MAY 2019 FINANCE REPORT.PDF

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

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
April 9, 2019

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, April 9, 2019 with the required quorum. Members and staff in attendance were: Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Brian Stover; Town Planner Wendy Deats; Finance Director Steve Banks; Town Attorney Todd Moore; Assistant Town Administrator Caryn Miller and IT Coordinator Tyler Rainey. Mayor Corey Napier was absent.

Pledge of Allegiance.

Consideration of Minutes. Consideration of the March 12, 2019 regular meeting minutes and the March 26, 2019 special session minutes.

Alderman Dilks wanted the Minutes for March 12, 2019 meeting be amended to show a 3-2 vote on the Utility Board Appointments showing the nay votes from Alderman Alexander and Alderman Dilks. He also wanted it noted in the minutes amended that he felt that Mr. Peterson was not qualified and felt that Alderman Stover was the least qualified BOMA member to be appointed.

A motion was made by Alderman Dilks to approve the minutes of both meetings as amended and was seconded by Alderman Alexander. The Motion carried unanimously.

Appointment of the Interim Town Recorder Caryn Miller

A motion was made by Alderman Bell to appoint Caryn Miller as Interim Town Recorder and seconded by Alderman Alexander. The motion carried unanimously.

Public Comments

There were no public comments

New Business:

- 1. First Reading of Ordinance 2019-005:** An Ordinance to incorporate a definition for "religious institution" within Section 1.3 of the Land Development Ordinance and to modify Section 4.5.2 to incorporate standards to govern private schools within the T5 district.

Mr. Mason with the Thompson's Station Church answered questions from the Board.

After discussion related to the hours of operation Alderman Bell made a motion to approve the Ordinance on First Reading and amend it to strike the hours of operation prior to Second Reading. The motion was seconded by Alderman Alexander. The motion carried unanimously.

- 2. First Reading of Ordinance 2019-06:** An Ordinance of the Town of Thompson's Station to amend Title 18, Chapter 2 of the Municipal Code regarding wastewater system user fees.

After discussion and clarification deposits would go toward the final billing and any funds left over would be sent to the customer, Alderman Bell made a motion to approve the Ordinance on First Reading with the changes to the deposit language. The motion was seconded by Alderman Alexander. The motion carried unanimously.

- 3. Discussion related to Fry Road Bridge**

Caryn Miller explained the project and that TDOT had given the Town a grant to repair the bridge in the amount of \$151,470. She recommended that the Town repair the bridge and select Option C of the estimates received.

A motion to move forward with the project and accept the grant from TDOT and use option C of the estimated costs was made by Alderman Alexander and seconded by Alderman Bell. The motion carried unanimously.

- 4. Attorney Rankings**

After discussion Assistant Town Administrator Caryn Miller was asked to send the formal questions that the Town Attorney had sent out to BOMA earlier to those finalists in rankings. Those answers were to be compiled and then sent to all the members and they would rank those they want to interview by sending their preferences back to her. It was also suggested that a special meeting would be called to interview those finalists. A date for the interviews was not chosen.

- 5. Approval of new positions based on current staffing needs.**

Assistant town Administrator made her presentation and explained the staffing needs.

After discussion Alderman Bell made a motion that the matter be deferred to the June meeting. The motion was seconded. The motion carried unanimously.

- 6. Approval of Agreement with HB&TS for sewer non payment collection penalties.**

This item was pulled due to the need for additional input from the Town and District Attorneys.

- 7. Approval of Resolution 2019-010 – Approval of an easement to MTEMC in Preservation Park**

Tom Puckett with HB&TS was present to answer questions and presented the area that the easement was needed in. The Town Attorney indicated that the easement language should include that the improvements would be placed underground.

After discussion Alderman Bell made a motion to Approve Resolution 2019-10. The motion was seconded. The motion carried unanimously.

8. Approval of Proposal from Jackson Thornton for Sewer Impact Fee study.

After a brief discussion Alderman Bell made a motion to approve the proposal from Jackson Thornton for the Sewer Impact Fee Study. The motion was seconded. Motion carried unanimously.

Announcements/Agenda Requests

Assistant Town Administrator asked for consensus related to the Fall Festival this year. She explained the cost of the event has gone up to \$10,000 which brings total expenses estimated to be \$30,000 this year to put on the event. After discussion consensus was reached by the Board that we skip the festival this year and rebrand ourselves. They tasked the Parks Board to come up with some ideas, go back to a grass roots approach and maybe do a Spring event.

Wendy Deats, Town Planner, announced that the Major Thoroughfare Plan meeting was set for Tuesday April 16, 2019 at 6:30 pm in the Community Center.

Information Only:

- Town Administrator Report
- Finance Report
- Follow up to Crosslin Presentation regarding the audit

Adjourn

There being no further business, the meeting was adjourned at 8:35 p.m.

Corey Napier, Mayor

Town Recorder

Town of Thompson's Station
Board of Mayor and Aldermen
Minutes of the Meeting
February 7, 2019

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, February 7, 2019 with the required quorum. Members and staff in attendance were: Mayor Corey Napier; Alderman Shaun Alexander; Alderman Brandon Bell; Alderman Ben Dilks; Alderman Brian Stover; Finance Director Steve Banks; Town Attorney Todd Moore; Assistant Town Administrator Caryn Miller and Town Clerk Jennifer Jones.

Pledge of Allegiance.

New Business:

1. Discussion and Vote on Repair of Wastewater Cell 1

Alderman Dilks made a motion to release a bid to fully drain Cell 1, inspect the liner and determine a course of action. The motion was seconded and failed.

Alderman Stover made a motion to repair the boot in Cell 1. The motion was seconded and passed with a vote of 3:2.

Adjourn

There being no further business, the meeting was adjourned at 7:26 p.m.

Corey Napier, Mayor

Town Recorder

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

DATE: May 6, 2019
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Wendy Deats, Town Planner
SUBJECT: Ordinance 2019-005 (File: Zone Amend 2019-002)

Request

A request from Grace Christian Academy (GCA) to amend the Land Development Ordinance to permit schools within the T5 district.

Background

On March 26, 2019, the Planning Commission reviewed the request for an amendment to the permitted land uses within the T5 district to include school uses. Upon consideration of the request and Staff's evaluation/recommendation and is recommending an amendment that incorporates a definition for "religious institutions" and some additional standards that would pertain to a private school land use.

On April 9, 2019, the Board of Mayor and Aldermen reviewed the Planning Commission recommendation to amend the ordinance to permit the school use as a special exception within the T5 zone and passed the ordinance on first reading. During the review of the amendment, the Board requested Staff remove the standards related to the hours of operation. In addition, a correction was made to table 4.3 to reflect the land use will be permitted by "S" special exception.

Recommendation

Staff recommends that the Board of Mayor and Aldermen hold the public hearing on the amendment and pass on second reading Ordinance 2019-005.

Attachments

Ordinance 2019-005

ORDINANCE NO. 2019-005

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE TO
AMEND THE LAND DEVELOPMENT ORDINANCE TO PERMIT THE OPERATION
OF A SCHOOL AS AN ANCILLARY USE TO AN EXISTING RELIGIOUS
INSTITUTION WITHIN THE T5 DISTRICT**

WHEREAS, Town Staff and the Planning Commission is recommending changes to the text of the Town's Land Development Ordinance ("LDO") to allow for the operation of a school as an ancillary use to an existing religious institution within the T5 zone, subject to certain conditions and approval of a special exception permit; and

WHEREAS, the Planning Commission has reviewed these proposed changes and has recommended that the Board of Mayor and Aldermen adopted 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, 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 _____, 2019.

Corey Napier, Mayor

ATTEST:

Passed First Reading: April 9, 2019

Passed Second Reading: _____

Submitted to Public Hearing on the 14th day of May, 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the 28th day of April, 2019.

Recommended for approval by the Planning Commission on the 26th day of March, 2019.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT “A”

1. That **Section 1.3, Definitions**, be amended to add the following:

Religious institution: A church or place of worship or religious assembly. A religious institution may include related facilities such as a meeting hall, day care and administrative offices. A religious institution may also include a private school if permitted by approval of a special use permit as specifically provided for in this ordinance.

2. That **Section 1.3, Definitions**, also be amended by deleting the definition of “Worship Facility.”
3. That **Section 4.5.2, General Transect Zone Restrictions**, be amended by adding the following new subsection (b) as follows:

b. A private religious school in the T5 zone may operate only as an ancillary use to and within a permitted religious institution and shall be subject to the review and approval of a special exception permit and the following conditions:

- i. A private religious school in the T5 district shall be limited to an appropriate number of students based on the size of facilities; and
- iii. A traffic study for a private religious school use shall be prepared and appropriate mitigation shall be incorporated prior to beginning operation, if necessary, to mitigate negative impacts.

4. That **Table 4.3, Transect Zone Non-residential uses**, of the Land Development Ordinance be amended by adding the following row under Education:

USE	T1	T2	T3	T4	T4O	T5
Private religious school (See § 4.52)						S

MEMORANDUM

TO: Board of Mayor and Alderman
FROM: Caryn Miller, Assistant Town Administrator
DATE: 5/7/2019
RE: Ordinance Amending Title 18 of the Code of Ordinances

The Ordinance amends Title 18, chapter 2 as related to sewer charges and responsibilities. It adds the following:

- Proof needed for adjustment of sewer charges
- Provision to shut water service off if sewer bill not paid for
- Establishes deposits and penalties
- Process for changes of use in buildings
- Makes property owner (landlord) responsible for unpaid tenant bills

The Ordinance went to the Utility Board for input and some changes were made to it. They appear on your exhibit A. Underlined language is an addition and strikethroughs are deletions to show the changes made before final Reading. The Utility Board Chair and Town Attorney have assisted in the language changes presented.

ORDINANCE NO. 2019-006

**AN ORDINANCE OF THE TOWN OF THOMPSON’S STATION, TENNESSEE,
TO AMEND TITLE 18, CHAPTER 2 OF THE MUNICIPAL CODE REGARDING
WASTEWATER SYSTEM USER RATES**

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to adopt amendments to the wastewater system user rates ordinance as set out herein.

NOW, THEREFORE, BE IT ORDAINED by the Town of Thompson’s Station as follows:

Section 1. That Title 18, Chapter 2 of the Municipal Code, *Wastewater System User Rates*, is hereby amended by deleting the Sections 18-204 and 18-205 and replacing them with the language set forth in Exhibit A attached hereto and incorporated herein by reference. Title 18, Chapter 2 shall also be amended by adding new Sections 18-206 and 18-207, also as set forth in Exhibit A.

Section 2. All Prior Conflicting Ordinances Repealed; Interpretation. That upon the effective date of this ordinance, all prior ordinances and resolutions in conflict herewith be repealed. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the Town, the provision that establishes the higher standard shall be controlling.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Effective date; applicability. This ordinance shall take effect upon publication in a newspaper of general circulation within the Town after final reading, the public welfare requiring.

Duly approved and adopted by the Board of Mayor and Aldermen of the Town of Thompson’s Station, Tennessee.

Corey Napier, Mayor

ATTEST:

Passed First Reading: _____

Passed Second Reading: _____

Submitted to Public Hearing on the ____ day of _____ 2019, at 7:00 p.m., after being advertised in the *Williamson AM* Newspaper on the ____ day of _____, 2019.

APPROVED AS TO FORM AND LEGALITY:

Todd Moore, Town Attorney

EXHIBIT "A"

(The amendment language is italicized)

18-204. Adjustment of bills. The Town Administrator shall have the authority to make adjustments to sewer bills upon application of a customer and upon a showing that the calculation based upon water use is inaccurate for that billing period. *The customer must provide evidence from the water utility that their water bill was adjusted prior to the Town Administrator approving any adjustment to the sewer bill. A sewer adjustment will be granted only in cases in which the additional water use did not drain into the Town's wastewater system. The customer must also provide proof that any water leaks have been fixed (such as invoices and receipts or cancelled checks for payment) prior to receiving a wastewater adjustment.* Such adjustments shall be limited to one time per twelve (12) month period per customer.

18-205. Failure to pay bill when due. Any payment not received by the due date shall be assessed a ten percent (10%) penalty on all unpaid fees. *A notice of cut-off will be sent to a customer if the account is not paid in full by the cut-off date in the notice. If the account, including penalties, is not paid to the Town by the cut-off notice date, the customer's water service may be discontinued for nonpayment. Water service may be restored by payment in full of the past due sewer bill plus, water utility reconnection fees, penalties and any additional deposits as described in Section 18-206(a).*

18-206. Deposit and other related fees.

- a) *Each customer, upon providing evidence that water service has been established, shall fill out an application for wastewater services. If the customer is not the property owner, the property owner shall also sign the application. A deposit of seventy-five dollars (\$75.00) for single family residential and one hundred and fifty dollars (\$150.00) for commercial and multi-family will be charged at the time of application for wastewater service. The Town reserves the right to require an additional deposit from any customer that may be delinquent in their payments more than twice in a period of four (4) months or who has had services terminated due to non-payment. a single-family residential account becomes past due and water service is disconnected, an additional seventy-five (\$75.00) dollar non-refundable deposit shall be required before service is restored. Commercial customers that are disconnected are subject to higher deposits based on their average monthly billing. Deposits will be applied to the customer's final billing. Once final billing is satisfied, amounts left over from deposit, if any, will be refunded to the customer at that time. The customer must inform the Town that they are closing their account in order to receive any deposit refund. The customer will remain liable for the monthly sewer bill until such time as customer notifies the Town to terminate service. In addition, a reconnection fee of twenty-five dollars (\$25.00) will be assessed to all accounts prior to reconnection of services. Changes in deposit fees ~~and reconnection fees~~ may be established by Resolution by the Board of Mayor and Aldermen of the Town from time to time.*
- b) ~~Any change in the occupancy of any building or residence connected to the Town's wastewater system shall require the completion of a new application for wastewater service by the new occupant. The original or prior occupant shall remain jointly and severally liable along with the new occupant and no deposits shall be released until a new application and deposit are received and approved by the Town.~~

EXHIBIT "A"

18-207. Responsibility for payment of fees.

a) *The owner of a building or other premises, or the owner of land leased or rented by the owner of a building or other premises placed on said land, shall be responsible for payment of all fees incurred in servicing that property. If the owner authorizes or directs a tenant, occupant or other responsible person to open an account and make payment of the fees to the Town, such agreement is exclusive of the Town and the owner shall remain responsible for all incurred fees.*

b) *Any change in the occupancy of any building or residence connected to the Town's wastewater system shall require the completion of a new application for wastewater service by the new occupant*

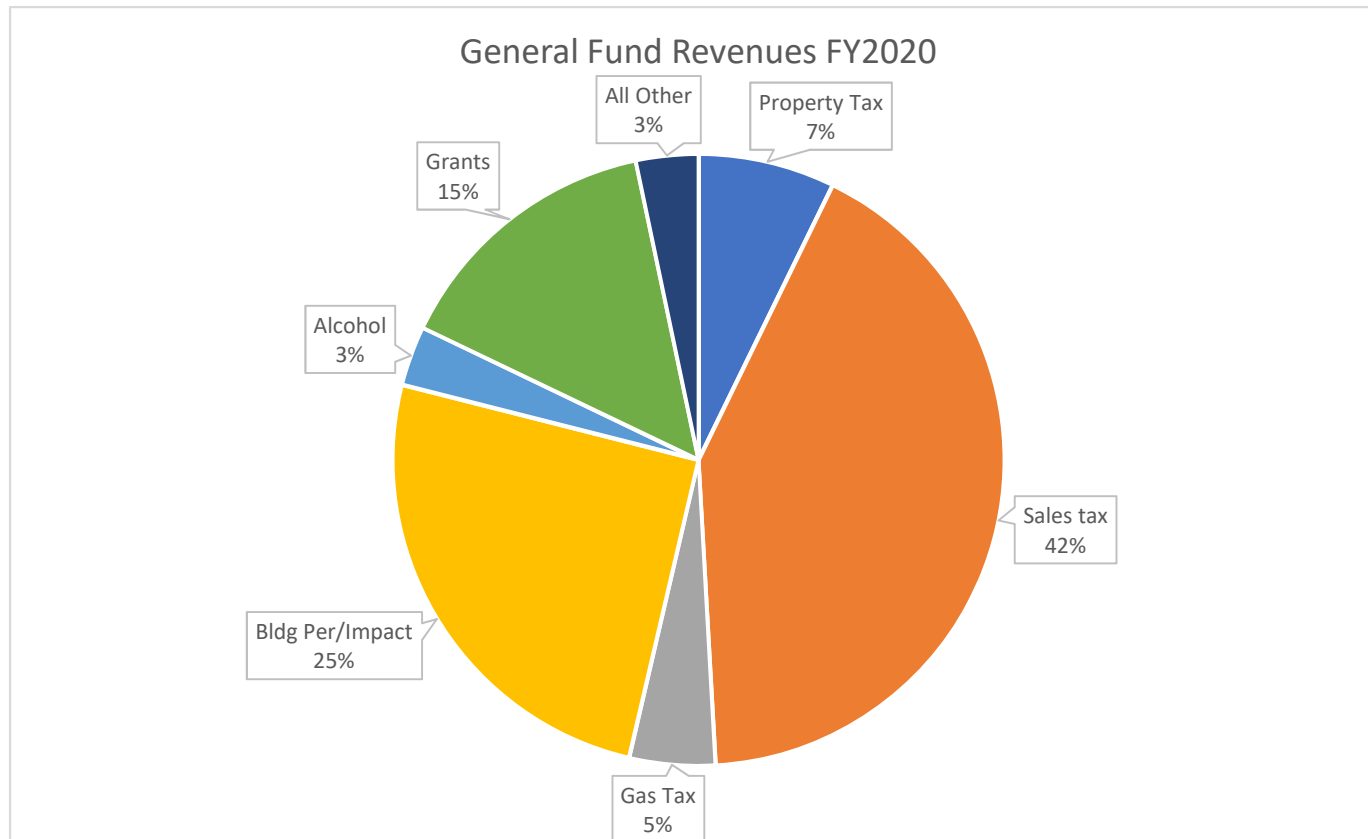
The Town may refuse to provide services to any property having past due fees that are unpaid. Refusal of service may also result in a denial of water service to the property by the water utility. The Town shall make reconnection of service upon payment of all fees, late charges, legal and collection expenses, reconnection fees and all other fees due on the account, subject to the reconnection policies and procedures as set out herein.

c) *Nothing herein shall prohibit or limit the Town from taking any other legal or injunctive relief, including the right to place a lien on the property, necessary to recover any fees, expenses, court costs, attorneys' fees, penalties and interest from a customer, occupant or property owner as authorized by law.*

Capital Improvement Projects Sources of Funds	FY2020	
	General Funds	Wastewater
Fund Balances FY2019	\$ 5,631,230	\$ 4,238,396
Less Reserves	\$ (1,030,000)	\$ (500,000)
Fund Increase/Income from Operations	\$ 154,434	\$ 155,834
Building, Impact & Other Fees	\$ 1,121,400	\$ 500,000
Other Funding Sources (Grants)	\$ 572,000	
Capital Improvement Projects	\$ (2,947,000)	\$ (3,700,000)
Parks Improvement Projects	\$ (965,000)	
Est Fund Balance FY2020	\$ 2,537,064	\$ 694,230

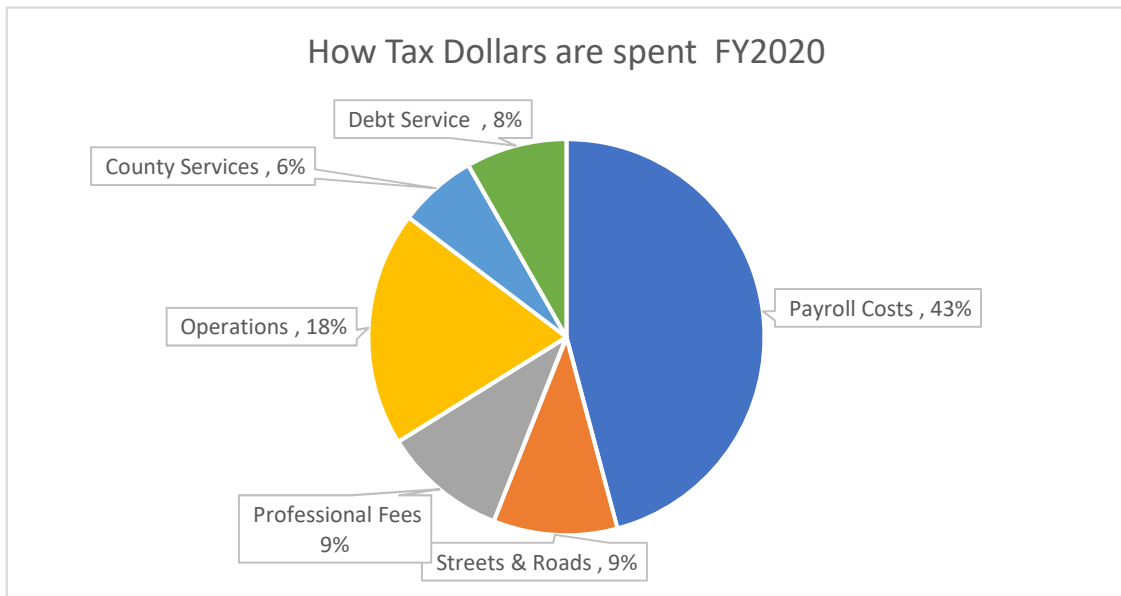
General Fund Revenues

	Property Tax	Sales tax	Gas Tax	Bldg Per/Impact	Alcohol	Grants	All Other	TOTAL
2020	\$ 283,500	\$ 1,642,000	\$ 178,000	\$ 992,000	\$ 123,600	\$ 572,000	\$ 129,400	\$ 3,920,500
2019	\$ 270,000	\$ 1,520,061	\$ 173,086	\$ 993,133	\$ 129,554		\$ 96,630	\$ 3,182,464
2018	\$ 269,807	\$ 1,505,222	\$ 152,381	\$ 1,086,988	\$ 182,135		\$ 87,024	\$ 3,283,557
2017	\$ 226,792	\$ 1,277,702	\$ 79,621	\$ 916,996	\$ 113,051	\$ 538,249	\$ 111,893	\$ 3,264,304



General Fund

	FY2020	
Tax Revenues (Property, Sales, Gas, Alcohol)	\$ 2,227,100	100%
Payroll Costs	\$ 950,416	43%
Streets & Roads	\$ 210,000	9%
Professional Fees	\$ 210,500	9%
Operations	\$ 397,750	18%
County Services	\$ 133,000	6%
Debt Service	\$ 171,000	8%
 Total Expenditures (Not including CIP)	 \$ 2,072,666	 93%
 Net Change in Position	 \$ 154,434	 7%



General Fund

	Actual FYE 6/30/17	Actual FYE 6/30/18	Actual 4/30/2019	Estimated FYE 6/30/19	Proposed Budget FY 06/30/20	
Income						
31111 · Real Property Tax Revenue	226,792	269,807	256,620	270,000	283,500	5% growth over prior year
31310 · Interest & Penalty Revenue	245	380	-	-		
31610 · Local Sales Tax - Trustee	918,033	915,171	835,589	913,333	915,000	Real sales tax growth will not be realized until population census is completed in late 2020
31710 · Wholesale Beer Tax	100,998	97,655	76,749	98,667	99,000	No additional finished commercial expected
31720 · Wholesale Liquor Tax	9,047	14,708	12,318	15,067	15,000	No additional finished commercial expected
31810 · Adequate School Facilities Tax	40,882	69,684	41,367	46,000	46,000	
32000 · Beer Permits	600	600	600	600	600	\$100 annual fee to reseller
32260 · Business Tax Revenue	96,591	96,274	6,828	75,000	75,000	Big payments received in late May - June.
33320 · TVA Payments in Lieu of Taxes	30,250	53,590	27,983	55,966	56,000	Qtrly pmts of \$13991 - looking for 2 more Larger payments historically received in May and June. State sales tax allocation based on population. Real growth increases will not be realized until late 2020 when census is completed.
33510 · Local Sales Tax - State	222,196	370,503	358,135	429,762	550,000	
33530 · State Beer Tax	1,294	2,205				
33535 · Mixed Drink Tax	24,006	11,991	12,684	15,221	9,000	3 yr avg (this represents 1/2 of what is received, as 1/2 is shared with the county)
33552 · State Streets & Trans. Revenue	5,415	8,836	7,049	8,459	9,000	Usage - Roads Maint & Repairs, Signs, road design, Street equipmmt and allocation of labor
33553 · SSA - Motor Fuel Tax	50,907	83,560	75,259	90,311	92,000	Usage - Roads Maint & Repairs, Signs, road design, Street equipmmt and allocation of labor
33554 · SSA - 1989 Gas Tax	8,158	13,355	11,851	14,221	15,000	Usage - Roads Maint & Repairs, Signs, road design, Street equipmmt and allocation of labor
33555 · SSA - 3 Cent Gas Tax	15,141	24,750	21,959	26,351	28,000	Usage - Roads Maint & Repairs, Signs, road design, Street equipmmt and allocation of labor
33556 · SSA - 2017 Gas Tax		21,880	28,120	33,744	34,000	Usage - Roads Maint & Repairs, Signs, road design, Street equipmmt and allocation of labor
38000 · Transfer from Reserves		1,550,000		-	-	*FY18 Alexander/Hill Properties
Total Income	1,750,555	3,604,949	1,773,111	2,092,701	2,227,100	
Expense						
<u>41110 · Payroll Expense</u>	538,802	557,189	410,362	557,434	742,417	(see staffing worksheet - linked)
41141 · Payroll Taxes - FICA	32,496	34,437	25,595	34,561	46,030	Allocating Salaries & Taxes between GF and WW
41142 · Payroll Taxes - Medicare	7,600	8,054	5,986	7,525	10,023	
41147 · Payroll Taxes - SUTA	2,256	1,894	1,880	1,190	1,726	
41514 · Insurance - Employee Medical	91,807	91,760	63,309	75,971	113,100	Town pays for EE Medical Insurance + H.S.A. funds (Not allocated)
41289 · Employee Retirement Expense	25,658	27,652	16,817	27,872	37,121	Town matches up to 5% of gross if employee participates. 3 year vesting period (Not allocated)
41161 · General Expense	892	276	785	1,000	3,000	Misc supplies
41211 · Postage, Freight & Express Chgs	1,024	828	426	1,000	1,500	Postage & Shipping
41221 · Printing, Forms & Photocopy Exp	7,102	5,793	2,184	2,621	6,000	Printing, printed forms, checks, photo expenses
41231 · Publication of Legal Notices	2,283	2,857	1,851	2,221	3,000	BOMA Agendas posted, RFP, Job postings
41235 · Memberships & Subscriptions	3,274	4,086	2,458	2,950	5,000	Memberships, Paper, Software subscriptions
41241 · Utilities - Electricity	10,304	12,135	11,454	13,745	15,000	6 Traffic Lights, Parks, Storage, Town Hall, Community Center, Annex
41242 · Utilities - Water	2,477	2,214	1,806	2,167	2,500	Parks, Town Hall, Community Center, Annex
41244 · Utilities - Gas	1,443	1,774	1,315	1,578	2,000	Atmos Gas
41245 · Telecommunications Expense	3,844	5,178	3,551	4,261	6,000	Charter Communications - Internet, broadband
41252 · Prof. Fees - Legal Fees	172,197	145,406	112,940	135,528	150,000	Outside attorney fees
41253 · Prof. Fees - Auditor	11,500	15,740	14,500	14,500	14,500	Outside auditor fees (up for bids for FY21-25, normally a 3-4yr contract)

General Fund

	Actual FYE 6/30/17	Actual FYE 6/30/18	Actual 4/30/2019	Estimated FYE 6/30/19	Proposed Budget FY 06/30/20	
41254 · Prof. Fees-Consulting Engineers	42,384	41,097	114,913	137,896	146,000	
41259 · Prof. Fees - Other	36,050	24,845	51,513	61,816	50,000	
41264 · Repairs & Maint - Vehicles	3,402	2,776	8,019	9,623	20,000	General maintenance of Town vehicles and equipment. As more equipment is acquired, so is the need for routine maintenance and repairs.
41265 · Parks & Rec. Expense	21,721	54,560	36,301	43,561	20,150	See Park & Rec expenses (Normal expenses under \$5k per project, all other projects over \$5k will be under the Capital Improvement Plan)
41266 · Repairs & Maint - Bldg	15,399	16,253	17,614	21,137	24,000	Janitorial Services (Town Hall), Misc supplies, Pest Control, Dumpster, Misc repair to all bldgs, parks, lawn maint. Etc. Purchases of small equipment under \$5k. Small equip. needs include new weed eaters, chipper, bucket to trim trees.
41268 · Repairs & Maint-Roads, Drainage	326,921	81,722	29,500	35,400	40,000	Specific needs road equipment, supplies, R&M to backhoe or other non-road type equipment
41269 · SSA - Street Repair Expense	75,000		63,780	76,536	170,000	Funds received from Gas taxes- use for Streets and repairs, Street signs, easements, specific street equipment and allocated labor
41270 · Vehicle Fuel & Oil Expense	9,841	14,246	13,932	16,718	22,000	All vehicles
41280 · Travel Expense	968	1,296	2,973	4,000	5,000	Staff travel expenses, Mileage reimburse for staff personal vehicle use, overnight meetings/conferences
41285 · Continuing Education Expense	2,589	2,621	1,519	2,000	6,000	Staff training needs (Finance, Clerk, Planner, Building, TA, BOMA)
41291 · Animal Control Services	3,289	3,919	7,355	690	8,000	Services provided by Williamson County animal control.
41300 · Economic Development Expense	6,867	7,390	6,796	6,800	3,500	Williamson Inc. membership, Williamson County Conv. & Visitor Center, Daily Herald community paper ads
41311 · Office Expense	18,865	19,248	26,965	32,358	50,000	General office supplies. Small office equipment needs
41511 · Insurance - Property	2,474	3,518	21,443	3,518	5,000	General P&C insurance
41512 · Insurance - Workers Comp.	7,266	7,229	10,021	10,021	12,000	General P&C insurance
41513 · Insurance - Liability	4,298	5,227	5,723	5,723	7,500	General P&C insurance
41515 · Insurance - Auto	1,620	2,061	2,880	2,880	5,000	General P&C insurance
41516 · Insurance - E & O	10,695	10,963	10,032	10,032	11,000	General P&C insurance
41551 · Trustee Commission	5,139	5,968	6	4,000	4,000	Fees charged by the county on various tax collections
41633 · Interest Expense - Note Payable						Within the General Fund no interest expense is recorded. It is all captured in the Capital Outlay Note Payments account.
41691 · Bank Charges	66	10	1,050	1,050	600	Banking charges are normally offset by our total fund balance, however if the decision is to utilize more credit card services some additional fees will be incurred.
41720 · Donations	92,909	25,000	29	25,029	25,000	Williamson County Rescue Squad ?
41800 · Emergency Services		68,041	100,000	100,000	100,000	Williamson County Sheriff interlocal agreement
41899 · Other Expenses	35,155	7,123	690	1,500	8,000	Election/Census Expenses, Misc BOMA/Commissions expenses, other
49030 · Capital Outlay Note Payment	139,945	136,650	311,944	312,000	171,000	See Debt Schedule. Suggest to pay these off as current yield is less than interest charged at this time and cash is not being needed for immediate projects.
Total Expense	1,777,822	1,459,036	1,522,217	1,810,411	2,072,666	
Fund Increase from Operations	(27,267)	2,145,913	250,894	282,290	154,434	

General Fund

	Actual FYE 6/30/17	Actual FYE 6/30/18	Actual 4/30/2019	Estimated FYE 6/30/19	Proposed Budget FY 06/30/20	
Additional Fund Sources						
32200 · Building Permits	347,249	419,384	398,488	433,333	420,000	3 year average fees. Expectation of staying average
32230 · Submittal & Review Fees	46,569	43,583	7,794	3,800	5,000	Single lot reviews = \$25/ea. In FY19 no large plats were approved.
32300 · Impact Fees (Roads)	523,178	624,021	534,937	556,000	567,000	Expectation for FY20 no large plats expected
31900 · CATV Franchise Fee Income	17,718	28,641	22,398	29,333	30,000	3 year average fees are \$567k
32245 · Miscellaneous Fees	2,230	2,375	1,545	2,060	2,000	Depends upon usage within houses. Tax is
37746 · Parks Revenue	6,374	19,785	18,102	21,722	30,000	Park rentals, Events, Merchandise sales. Increase due to growth and ease of use to reserve (i.e. use of online reservation)
37990 · Other Revenue	63,460	10,050	8,368	10,042	9,900	Property Rental (H Clark=575/mth, TN Equine=250/mth)
36120 · Interest Earned - Invest. Accts	22,111	26,173	27,894	33,473	57,500	Place reserves and unencumbered assets in higher yields
Total Building, Impact & Other Fees	1,028,889	1,174,012	1,019,526	1,089,763	1,121,400	
33725 · Greenways & Trails Grant	538,249				572,000	We have been award a grant for signs in Preservation Park from TDOT/Trailways Grant
Total Other Funding Sources (Grants)	538,249	-	-	-	572,000	

Capital Improvement Plan		FY 2020
Town Hall Building		\$ 1,200,000
Office Furniture/Upgrade		\$ 50,000
Town Hall - Municipal Software upgrade		\$ 100,000
Road Improvements	<i>a - Critz \$1m, Pratt \$400k</i>	\$ 1,400,000
Maintenance Equipment		\$ 197,000
Total for General Funds		\$ 2,947,000
Park Improvements		\$ 250,000
Trail Improvements		\$ 700,000
Signage		\$ 15,000
Total for Parks		\$ 965,000

Capital Expenditures - Maintenance

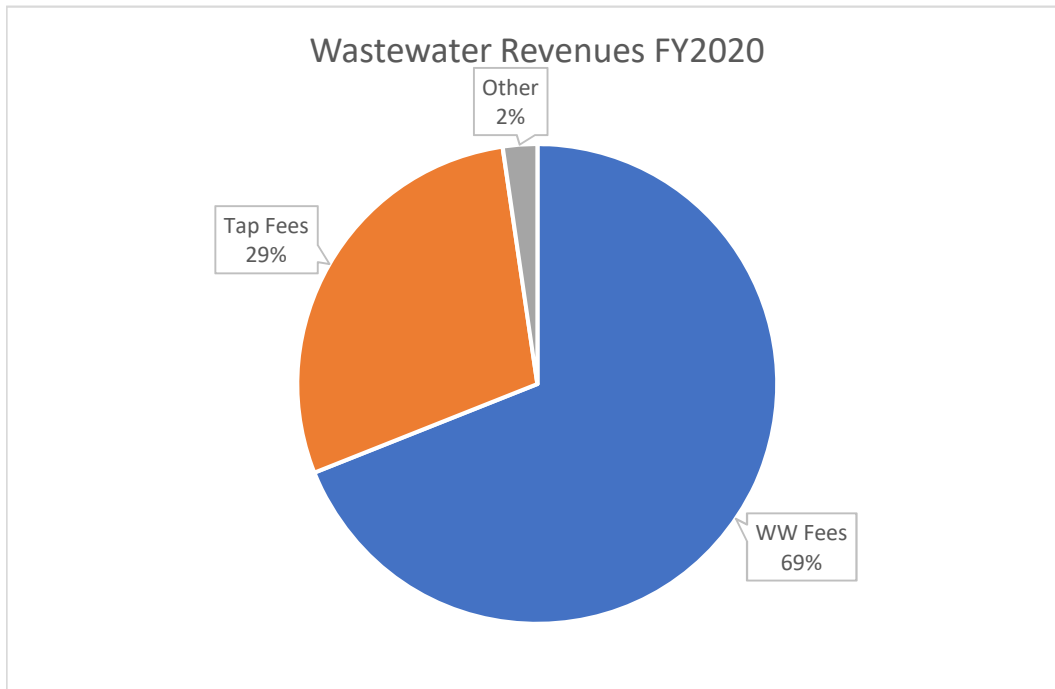
<u>Description</u>	<u>Department</u>	<u>New Replacement</u>	<u>Quantity</u>	<u>Cost/Ea.</u>	<u>Total</u>
1 Ton Diesel Trucks	Maintenance	New	2	\$ 50,000.00	\$ 100,000.00
Snow Plow/Hopper	Maintenance	New	1	\$ 35,000.00	\$ 35,000.00
Hot Box	Maintenance	New	1	\$ 15,000.00	\$ 15,000.00
Chipper/Milling Machine	Maintenance	New	1	\$ 25,000.00	\$ 25,000.00
Riding Mower	Maintenance	New	1	\$ 10,000.00	\$ 10,000.00
Utility Gator	Maintenance	New	1	\$ 12,000.00	\$ 12,000.00

Total Maintenance Equipment

\$ 197,000.00

Wastewater Fund

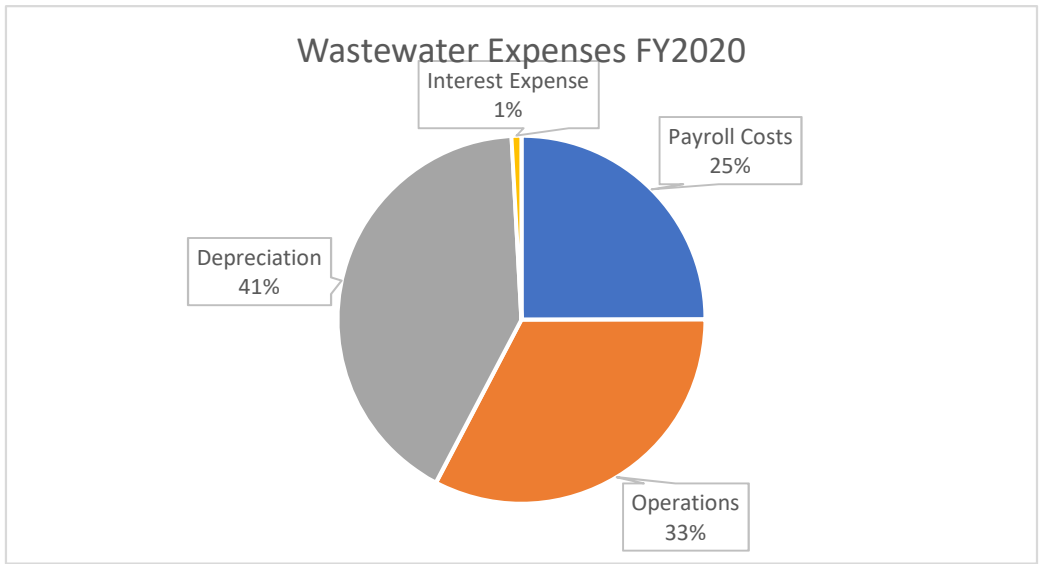
	WW Fees	Tap Fees	Other	Total
2020	\$ 1,201,619	\$ 500,000	\$ 40,350	\$ 1,741,969
2019	\$ 1,107,817	\$ 498,151	\$ 17,549	\$ 1,623,517
2018	\$ 944,152	\$ 531,514	\$ 37,211	\$ 1,512,877
2017	\$ 846,624	\$ 849,914	\$ 13,952	\$ 1,710,490



**Wastewater Fund
Expenses**

FY2020

Wastewater Fees & Other	\$	1,241,969	
Payroll Costs	\$	271,285	25%
Operations	\$	355,350	33%
Depreciation	\$	450,000	41%
Interest Expense	\$	9,500	1%
Total Expenses	\$	1,086,135	100%
Income from Operations	\$	155,834	



Wastewater Fund

	Actual FYE 6/30/17	Actual FYE 6/30/18	Actual 4/30/2019	Estimated FYE 6/30/19	Proposed Budget FY 06/30/20	
Income						
3100 · Wastewater Treatment Fees	828,601	924,787	891,681	1,070,017	1,177,019	Based on Average Customer balances (no fee increase at this time) ** Fee Study is being undertaking
3101 · Septage Disposal Fees	9,600	8,930	6,500	7,800	9,600	
WW Review Fees						Passthru costs for WW review fees
3105 · Late Payment Penalty	8,423	10,435	26,052	30,000	15,000	
3109 · Uncollectible Accounts-Write Off's		-			-	Accounts deemed Uncollectible have moved out of Town and will be turned over to collections. If/when monies are received they will be recorded ase Uncat. Income
3902 · Interest Income - Invest Accts	6,861	11,136	14,624	17,549	40,000	Interest Income from Money Market accounts. Move more funds to higher yields.
4009 · Returned Check Charges	80	43	310		350	NSF fee is \$35
49900 · Uncategorized Income	7,011	26,032	-			
Transfers from Reserve - Fund Balance						
Total Income	860,576	981,363	939,167	1,125,366	1,241,969	
Expense						
4010 · Payroll Expense	108,284	115,663	100,506	120,607	219,684	Wastewater Wages (See Staffing)
4710 · Payroll Taxes - FICA	6,738	7,152	5,839	7,007	13,620	Allocated from GF & WW wages for staffing
4720 · Payroll Taxes - Medicare	1,576	1,673	1,300	1,560	2,966	
4730 · Payroll Taxes - SUTA	371	297	182	218	630	
4395 · Insurance - Employee Medical		5,056	7,170	8,604	23,400	Employee Insurance (Not allocated)
4789 · Employee Retirement Expense	5,399	5,733	4,785	5,742	10,984	Town matches up to 5% if employee participates, 3yr vesting (Allocated with GF & WW)
4210 · Permits & Fees Expense	3,820	4,021	4,828	5,794	6,000	TDEC permits/fees, WW certifications for staff, TN Utility membership
4220 · Laboratory Water Testing	4,163	2,150	2,579	3,095	4,000	Water testing from outside source
4230 · Supplies Expense	3,376	2,448	968	1,162	5,000	Misc supplie needs for plant operations
4240 · Repairs & Maint. Expense	38,427	63,565	57,823	69,388	100,000	Equipment repairs & Maint. For plant operations
4250 · Postage, Freight & Express Chgs	5,740	6,461	7,460	8,952	9,000	WW customers stmt mailings each month.
4280 · Billing Charges	7,899	11,599	4,362	5,234	8,000	WW customers stmt printing, collating, stuffing w/return envelopes
4310 · Utilities - Electric	89,537	81,425	62,612	75,134	85,000	8 pump stations, 1 drip station, Regional Plant
4320 · Utilities - Water	3,845	2,903	2,282	2,738	6,000	3 pump stations, Regional Plant
4350 · Telecommunications		-	2,224	2,669	3,600	Services to Regional plant
4390 · Insurance Expense	20,278	20,642		20,000	20,000	Property & Casualty Insurance
4400 · Prof. Fees-Consulting Engineers - WW Engineer review fees	32,998	14,025	134,216	161,059	100,000	Pass Thru fees for wastewater review.
4420 · Prof. Fees - Auditor	2,000	580		2,500	2,500	Small allocation to WW for audit
4490 · Prof. Fees - Other	421,820	251,305	10,000	2,000	5,000	*FY19 - WW fee study
4800 · Bank Charges	79	140		530	250	
4900 · Other Expense		403			1,000	
4990 · Depreciation Expense	356,290	405,050	300,000	360,000	450,000	
4994 · Interest Expense	17,802	15,042	10,446	13,000	9,500	Franklin Synergy Note
Total Expense	1,130,442	1,017,333	719,582	876,993	1,086,135	
Net Income from Operations	(269,866)	(35,970)	219,585	248,373	155,834	

Wastewater Fund

	Actual FYE 6/30/17	Actual FYE 6/30/18	Actual 4/30/2019	Estimated FYE 6/30/19	Proposed Budget FY 06/30/20
3300 · Tap Fees	849,914	531,514	415,126	498,151	500,000
Total Tap Fees	849,914	531,514	415,126	498,151	500,000

Effluent Fees collected by GF - from building permits. Assume 175 new permits for FY20. Slightly lower than average due to tightening of market.

	FY 2020
WW - Repairs of Cell #1	500,000
WW - Hill Property Drip fields (includes professional engineering services)	2,600,000
WW - Treatment Facility	500,000
WW - Sewer Line upgrades	*Barge better
WW - Equipment Replacements	100,000
Total Capital Improvements for Wastewater	3,700,000

Capital Expenditures - Wastewater

<u>Description</u>	<u>Department</u>	<u>New Replacement</u>	<u>Quantity</u>	<u>Cost/Ea.</u>	<u>Total</u>
Skedda - remote	Wastewater	New	10	\$ 2,500.00	\$ 25,000.00
Blowers	Wastewater	New	2	\$ 10,000.00	\$ 20,000.00
Grinder	Wastewater	New	1	\$ 20,000.00	\$ 20,000.00
Other	Wastewater	New	1	\$ 35,000.00	\$ 35,000.00
<u>Total Wastewater Equipment</u>					\$ 100,000.00

ORDINANCE 2019-007

**AN ORDINANCE OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
ADOPTING THE ANNUAL BUDGET AND TAX RATE FOR THE FISCAL YEAR
BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020.**

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 2019:

General Fund Revenues	FY 2017-2018 Actual	FY 2018-2019 Estimated	FY 2019-2020 Proposed
Local taxes	\$1,401,861	\$1,372,400	\$1,388,500
Licenses and Permits	1,107,373	1,015,455	1,022,600
Intergovernmental	633,955	749,035	868,000
Other Revenue	1,592,144	45,575	641,400
Total Revenues	4,735,333	3,182,465	3,920,500
Beginning Fund Balance	6,189,481	4,909,176	5,631,230
Total Available Funds	\$10,924,814	\$8,091,641	\$9,551,730

State Street Aid Fund Revenue	FY 2017-2018 Actual	FY 2018-2019 Estimated	FY 2019-2020 Proposed
Intergovernmental	\$167,992	\$173,086	\$178,000
Total Revenues	167,992	173,086	178,000
Beginning Fund Balance	20,259	188,251	284,801
Total Available Funds	\$188,251	\$284,801	\$292,801

Wastewater Fund Revenue	FY 2017-2018 Actual	FY 2018-2019 Estimated	FY 2019-2020 Proposed
Wastewater Fees	\$972,721	\$1,107,817	\$1,201,619
Tap Fees	531,514	498,151	500,000
Other Revenue	1,924,668	17,549	40,350
Total Revenues	3,428,903	1,623,517	1,741,969
Beginning Fund Balance	2,269,018	4,102,155	4,238,396
Total Available Funds	\$5,697,921	\$5,725,672	\$5,980,365

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

General Fund Expenditures	FY 2017-2018 Actual	FY 2018-2019 Estimated	FY 2019-2020 Proposed
Government Administrative	\$3,829,220	\$1,378,314	\$1,11,516
Streets	81,722	76,536	170,000
Capital Outlay	1,913,486	650,000	3,912,000
Parks	54,560	43,561	20,150
Debt Service	136,650	312,000	171,000
Total Appropriations	6,015,638	2,460,411	5,984,666
Surplus/(Deficit)	(2,830,305)	(2,845,231)	(5,812,000)
Ending Fund Balance	\$4,909,176	\$5,631,230	\$3,567,064

State Street Aid Fund Exp.	FY 2017-2018 Actual	FY 2018-2019 Estimated	FY 2019-2020 Proposed
Streets	\$0	\$76,536	\$170,000
Total Appropriations	0	76,536	170,000
Surplus/(Deficit)	167,992	96,550	8,000
Ending Fund Balance	\$188,251	\$284,801	\$292,801

Wastewater Fund Expenses	FY 2017-2018 Actual	FY 2018-2019 Estimated	FY 2019-2020 Proposed
Wastewater Department	\$988,163	\$863,993	\$1,076,635
Debt Service	126,153	123,283	120,525
Capital Assets/Projects	481,450	500,000	3,700,000
Total Appropriations	1,595,766	1,487,276	4,897,160
Surplus/(Deficit)	1,833,137	136,241	(3,155,191)
Ending Fund Balance	\$4,102,155	\$4,238,396	\$1,083,205

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

General Fund	\$5,631,230
State Street Aid Fund	\$284,801
Wastewater Fund	\$4,238,396

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

Bonded or Other Indebtedness	Debt Principal	Interest Requirements	Debt Authorized and Unissued	Principal Outstanding at June 30
Bonds	\$0	\$0	\$0	\$0
Notes	\$2,431,685	\$61,612	\$0	\$2,431,685
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, 2019, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Caryn Miller, Town Recorder

Submitted to Public Hearing on June 12, 2019 at 7:00 p.m. after publication of notice of public hearing by advertisement in the Williamson A.M. newspaper on Sunday, May 26, 2019.

Passed 1st Reading: _____

Passed 2nd Reading: _____

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



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

DATE: May 6, 2019

TO: The Board of Mayor and Aldermen (BOMA)

FROM: Wendy Deats, Town Planner

SUBJECT: **Resolution 2019-011 – Preservation Park Connectivity Phase 2 (PIN 128762.00)**

In 2018, the Town applied for an Active Transportation Program (ATP) grant to finish constructing the Town's greenway through Preservation Park. The first phase of the greenway which is a 10-foot-wide asphalt trail is approximately one mile stretching from the amenity center in Tollgate Village to south of the Mars Nutro Dog Park. The next phase of the greenway is anticipated to include the remaining portion of the trail through the park into the town center.

The Town is awarded the ATP grant in the amount of 1,704,000 for the construction of the Town's greenway through Preservation Park. The federal funding was added to the MPO's Transportation Improvement Program. The grant requires a match of local funds which is \$426,000.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2019-011 accepting the grants funds and approving the Town's matching funds.

Attachments
Resolution 2019-011

Agreement Number: 190083

Project Identification Number: 128762.00

Federal Project Number: STP-M-9400(66)

State Project Number: 94LPLM-F3-117

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the TOWN OF THOMPSON'S STATION (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Thompson's Station Greenways - Phase 2"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	AGENCY	AGENCY
Utility Coordination by:	AGENCY	AGENCY
Construction by:	AGENCY	PROJECT

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before **May 31, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and 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 amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
- 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
- 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency 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.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, 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 Agreement shall be construed to create a principal/agent 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount	=	Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

TOWN OF THOMPSON'S STATION

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Corey Napier **Date** **Clay Bright** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
J. Todd Moore **Date** **John Reinbold** **Date**
Attorney **General Counsel**

RESOLUTION 2019-011

A RESOLUTION OF THE TOWN OF THOMPSON'S STATION ACCEPTING FEDERAL GRANT FUNDS FOR PRESERVATION PARK CONNECTIVITY PHASE 2 (PIN 128762.00) AND APPROVING THE TOWN'S MATCHING FUNDS AND AGREEMENT WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE PROJECT

WHEREAS, the Nashville Area Metropolitan Planning Organization ("MPO") has approved adding the Town to the Transportation Improvement Program and awarding the Town an additional \$1,704,000 in federal grant funds for improvements to its greenway system; and

WHEREAS, the Tennessee Department of Transportation ("TDOT") has proposed to administer the grant in accordance with a Local Agency Project Agreement; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in best interest of the Town to accept these funds and approve the matching funds of \$426,000 for the next phase of the greenway project, and to approve the Local Agency Project with TDOT that is attached hereto.

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

Section 1, That the Transportation Improvement Program (TIP) Amendment to add the Town's greenway project and to award the Town \$1,704,000 in federal U-STBG funding is approved. The matching local funds in the amount of \$426,000 is also approved and authorized.

Section 2. That the Local Agency Project Agreement with TDOT attached hereto as Exhibit "A" is approved and the Mayor is authorized to sign said agreement on behalf of the Town.

Section 3. This resolution shall become effective upon passage, the public welfare requiring it.

Corey Napier, Mayor

ATTEST:

Caryn Miller, Interim Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

Passed first reading: _____

EXHIBIT "A"

AGREEMENT #: **190083**

PROJECT IDENTIFICATION #: **128762.00**

FEDERAL PROJECT #: **STP-M-9400(66)**

STATE PROJECT #: **94LPLM-F3-117**

PROJECT DESCRIPTION: Thompson's Station Greenways - Phase 2. The proposed scope of the Thompson's Station Connectivity Project will extend the Town's existing greenway by 1.75 miles, connecting Tollgate Village to the Town Center. The project will begin where the existing trail ends near Nutro Dog Park and traverses through Preservation Park to the existing south trailhead at Thompson's Station Road West. The final deliverable for the Thompson's Station Connectivity Project will be a paved 12-foot wide multi-use trail through Preservation Park to the south trailhead, and a 5-foot wide concrete sidewalk from the south trailhead to the Town Center. The trail will provide an alternative means of transportation.

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Block Grant Program funding available to or allocable to the Agency.

TYPE OF WORK: Bicycles and Pedestrian Facility

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STBG	80	0	20	\$200,000.00
PE-DESIGN	STBG	80	0	20	\$500,000.00
CONSTRUCTION	STBG	80	0	20	\$1,273,000.00
TDOT ES	STBG	80	0	20	\$14,000.00
CEI	STBG	80	0	20	\$143,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: **STBG: 23 U.S.C.A, Section 133**, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.


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



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

DATE: May 7, 2019

TO: The Board of Mayor and Aldermen (BOMA)

FROM: Wendy Deats, Town Planner 

SUBJECT: Resolution 2019-012 – Dedication of Declaration Way from Branford Place east to Columbia Pike

The Tollgate Village neighborhood was originally approved with three access points along Columbia Pike: a northern entrance, the central or main entrance and a southern access from the neighborhood to Declaration Way which also serves as the entrance to Independence High School. The site development plan was modified over the years; however, the access points and connections continued to be incorporated into the revisions for the overall neighborhood. Currently two accesses along Columbia Pike are constructed and open: a northern entrance which is a right in, right out only access and the main entrance, Tollgate Boulevard which is signalized. With the connection of Branford Place to Declaration Way, the third access will be completed in accordance with the site development plan.

Currently, Declaration Way is owned and maintained by the school district. As part of the completion of this last connection, the portion of Declaration Way east to Columbia Pike was intended to be turned over to the Town as a public roadway. Therefore, on March 26, 2019, the Planning Commission approved the preliminary plat for the dedication of Declaration Way to the Town and on April 23, 2019 the Commission approved the final plat with the contingency that “prior to the recordation of the final plat, Declaration Way be accepted by the Board of Mayor and Aldermen.”

During the platting process in anticipation of the Town accepting a portion of Declaration Way, the plat includes a note all maintenance of the landscape median at Declaration Way/Columbia Pike will be completed by Williamson County Schools. Therefore, while maintenance of the roadway will be Town responsibility, the school district will continue to maintenance their landscaping and signage.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2019-012 accepting the right of way from Braford Place to Columbia Pike.

Attachments
Resolution 2019-012

RESOLUTION NO. 2019-012

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
TO ACCEPT A RIGHT-OF-WAY DEDICATION OF A PORTION OF DECLARATION
WAY FROM WILLIAMSON COUNTY SCHOOLS**

WHEREAS, the development of Tollgate Village has been approved over the years with the understanding that a right-of-way connection between Tollgate Village and Declaration Way would be made to provide additional connectivity between the development and the Independence High School property; and

WHEREAS, Williamson County Schools ("WCS") has offered to dedicate a portion of Declaration Way to the Town to complete this connection between Tollgate Village and Independence High School; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to accept the public right-of-way described herein.

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

The Town hereby accepts the right-of-way known as Declaration Way from the western right-of-way of Columbia Pike to the intersection with Branford Place as shown on the Final Plat for Declaration Way Right-of-Way Dedication, approved by the Planning Commission on April 23, 2019. A copy of said plat is attached hereto and incorporated herein by reference.

RESOLVED AND ADOPTED this _____ day of May 2019.

Corey Napier, Mayor

ATTEST:

Caryn Miller, Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

GENERAL NOTES

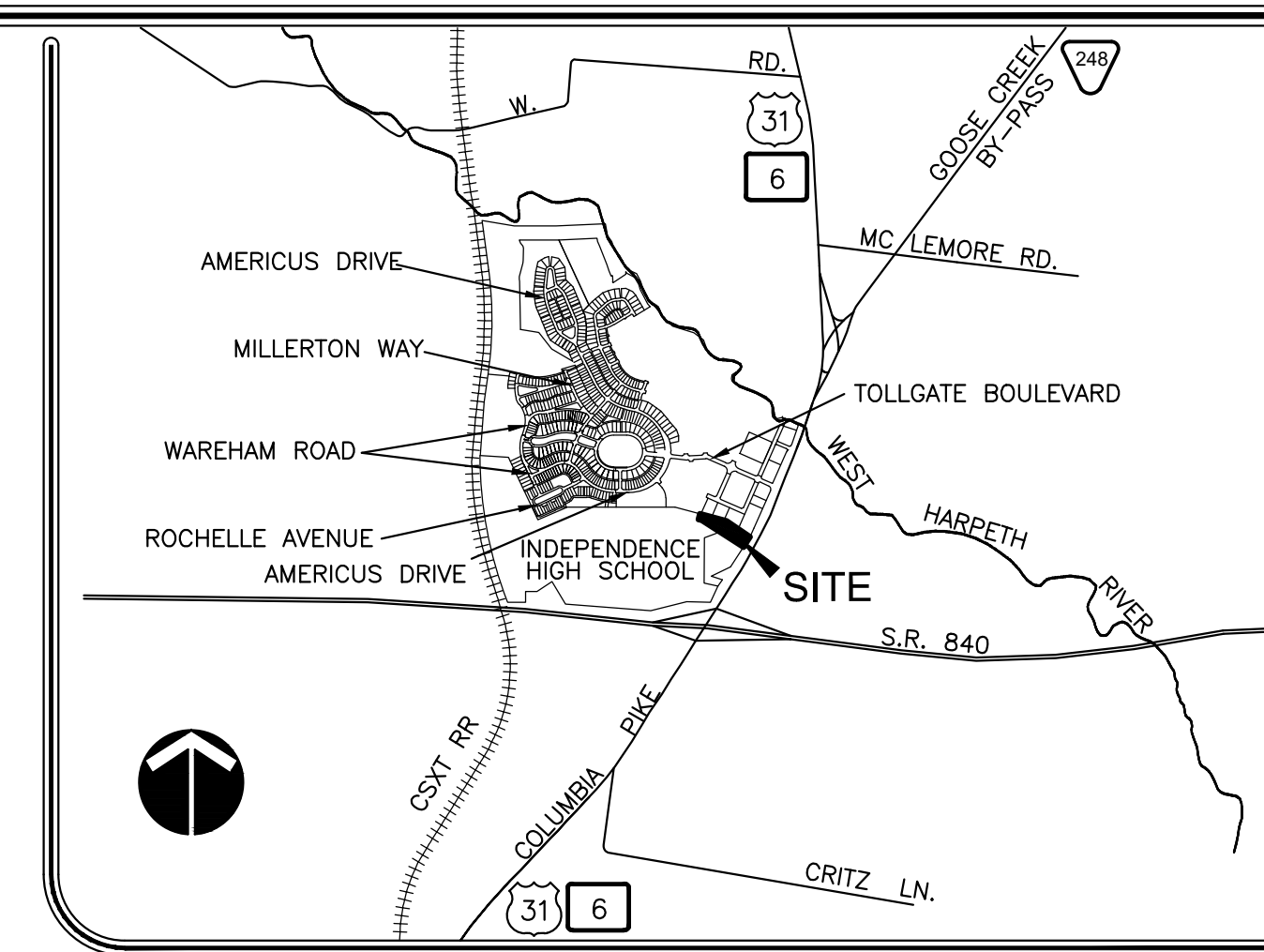
- THE PURPOSE OF THIS PLAN IS TO DEDICATE RIGHT OF WAY.
- BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983. GPS EQUIPMENT WAS USED DURING THE COURSE OF THE SURVEY ON THE SITE TO DETERMINE THE POSITION OF TWO CONTROL POINTS FOR ESTABLISHING THE BEARING BASE. TYPE OF EQUIPMENT USED: TRIMBLE MODEL R10, DUAL FREQUENCY RECEIVER. THE TYPE OF SURVEY: NETWORK ADJUSTED REAL TIME KINEMATIC. CONTROL POINTS FOR BEARING BASE FOR PROJECT AND ROAD LOCATION IMPROVEMENTS.
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE, IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS NO LESS THAN THREE (3) NOR MORE THAN TEN (10) WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL, DIAL 811.
- THIS PROPERTY IS CURRENTLY ZONED D3 (HIGH DENSITY RESIDENTIAL).
- BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONES "X" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0335F, WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT; COMMUNITY NO. 470424, PANEL NO. 0335, SUFFIX F, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED. SAID MAP DEFINES ZONE "X" UNDER "OTHER AREAS" AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- ALL STREETS ARE DESIGNATED PUBLIC AND AS SUCH ARE PUBLIC UTILITY, ACCESS AND DRAINAGE EASEMENTS.
- ALL PUBLIC STREETS AND DRAINAGE STRUCTURES WITHIN THE RIGHTS-OF-WAY WILL BE MAINTAINED BY THE TOWN OF THOMPSON'S STATION, THE "INDEPENDENCE HIGH SCHOOL" SIGN AND LANDSCAPING WITHIN THE RIGHT-OF-WAY WILL BE MAINTAINED BY THE WILLIAMSON COUNTY BOARD OF EDUCATION.
- LOT 1 WILL BE RETAINED BY THE WILLIAMSON COUNTY BOARD OF EDUCATION.
- I HEREBY STATE THAT THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:43,595.

DEED REFERENCE

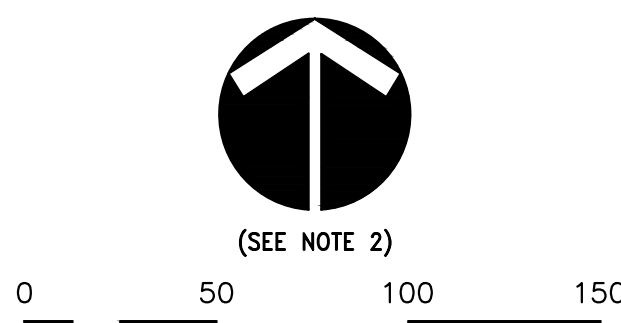
BEING A PORTION OF THE SAME PROPERTY CONVEYED TO WILLIAMSON COUNTY BOARD OF EDUCATION OF RECORD IN DOCKET NUMBER 01699, CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE.

PROPERTY MAP REFERENCE

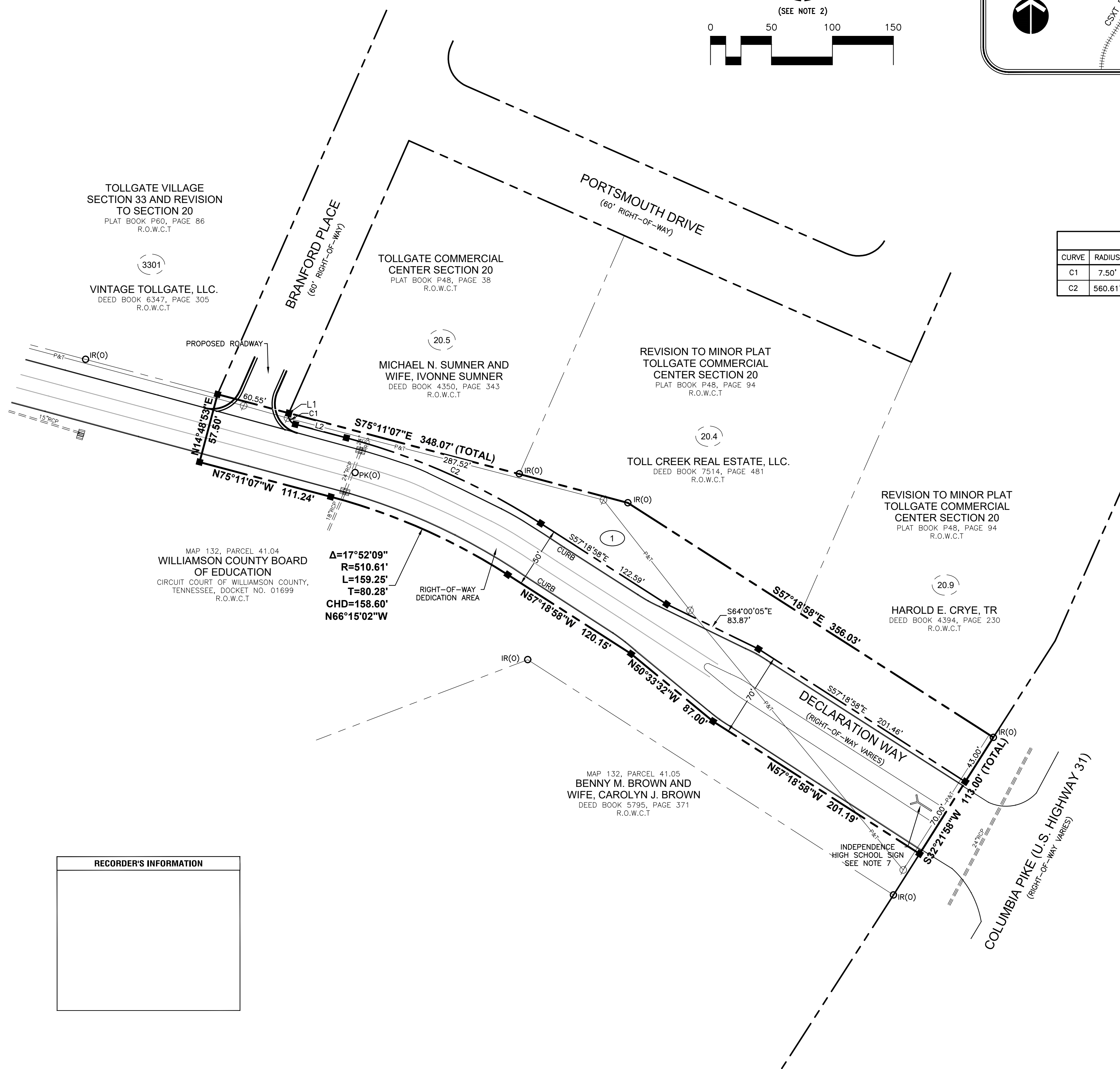
BEING A PORTION OF PARCEL 41.04 AS SHOWN ON WILLIAMSON COUNTY PROPERTY MAP 132.



LOCATION MAP
NOT TO SCALE



(SEE NOTE 2)



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHD BRG
C1	7.50'	11.43'	87°18'02"	7.15	10.35'	S31°32'06"E
C2	560.61'	174.84'	17°52'09"	88.14	174.13'	S66°15'02"E

LINE TABLE

LINE	BEARING	DISTANCE
L1	S23°46'29"W	244.41'
L2	S75°11'07"E	43.26'

LOT AREA TABLE

LOT	SQ. FT.±	ACRES±
1	22,080	0.51

RIGHT OF WAY AREA TABLE

SQ. FT.±	ACRES±
39,632	0.91

SITE DATA TABLE

TOTAL LOT 1 AREA	- 0.51 ACRES±
TOTAL R.O.W. DEDICATION AREA	- 0.91 ACRES±
TOTAL SITE AREA	- 1.42 ACRES±

Δ=17°52'09"
R=510.61'
L=159.25'
T=80.28'
CHD=158.60'
N66°15'02"W

RECORDER'S INFORMATION

LEGEND

- CONCRETE MONUMENT (NEW) (4" DIAMETER ALUMINUM DISC W/ 1/2" IRON ROD MARKED "RAGAN-SMITH ASSOCIATES")
- (R) IRON ROD (OLD)
- (PK) PK NAIL (OLD)
- ∅ UTILITY POLE
- P&T- OVERHEAD POWER AND TELEPHONE LINES
- CATCH BASIN/CURB INLET
- RCP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT OF WAY
- ⊙ LOT NUMBER
- R.O.W.C.T. REGISTER'S OFFICE WILLIAMSON COUNTY, TENNESSEE

TOTAL AREA = 61,713 SQUARE FEET OR 1.42 ACRES ±

CERTIFICATE OF OWNERSHIP & DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS INDICATED IN DOCKET NUMBER 01699, CIRCUIT COURT OF WILLIAMSON COUNTY, TENNESSEE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINE, AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC STREETS, UTILITIES AND OTHER FACILITIES HAVE BEEN FILED AS REQUIRED BY THESE REGULATIONS.

DATE: 4/4/19
WILLIAMSON COUNTY BOARD OF EDUCATION
TITLE:

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE THOMPSON'S STATION MUNICIPAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN OR WILL BE PLACED AS SHOWN HEREON TO THE SPECIFICATIONS OF THE SUBDIVISION REGULATIONS, AS APPROVED BY THE TOWN ENGINEER. THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:43,595 AS SHOWN HEREON.

RAGAN - SMITH - ASSOCIATES, INC.
DATE: 4/4/19
JOHN T. DARNALL, RLS NO. 1571

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED ON THE PLAN SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND/OR STATE GOVERNMENT REQUIREMENTS OR THAT A SURETY BOND HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT. ALSO, I CERTIFY THAT THE HYDRAULIC DESIGN CRITERIA SPECIFIED IN SECTION 3-108 OF THE THOMPSON'S STATION SUBDIVISION REGULATIONS HAVE BEEN MET.

WATER SYSTEM: HB&B'S UTILITY DISTRICT GENERAL MANAGER
SEWER SYSTEM: HB&B'S UTILITY DISTRICT GENERAL MANAGER
DATE: 4/4/19

CERTIFICATION OF THE APPROVAL OF STREETS

I HEREBY CERTIFY: (1) THAT ALL STREETS DESIGNATED ON THIS FINAL SUBDIVISION PLAN HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THOMPSON'S STATION'S SUBDIVISION REGULATIONS, OR (2) THAT A SURETY BOND HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE: 4/4/19
TOWN ENGINEER

CERTIFICATE OF APPROVAL OF MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

I HEREBY CERTIFY THAT THE REQUIREMENTS SET FORTH IN RULES, REGULATIONS, BY-LAWS, POLICY AND OPERATIONAL BULLETINS, PLAT APPROVAL CHECKLIST AND TREE PLANTING GUIDELINES HAVE BEEN MET FOR MTEMC. ANY APPROVAL IS AT ALL TIMES CONTINGENT UPON CONTINUING COMPLIANCE WITH THE AFORESAID REQUIREMENTS.

DATE: 4/4/19
MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THOMPSON'S STATION SUBDIVISION REGULATIONS WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE: 4/4/19
SECRETARY OF PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

I DO HEREBY CERTIFY THAT THE SUBDIVISION NAME AND STREET NAMES DESIGNATED ON THIS FINAL PLAN HAVE BEEN APPROVED BY THE WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS AGENCY.

DATE: 4/4/19
WILLIAMSON COUNTY PUBLIC SAFETY

CERTIFICATE FOR ADDRESSES

I DO HEREBY CERTIFY THAT THE ADDRESSES DESIGNATED ON THIS FINAL PLAN ARE THOSE ASSIGNED BY DEPARTMENT OF INFORMATION TECHNOLOGY (IT).

DATE: 4/4/19
IT DEPT. E-911 ADDRESSING COORDINATOR

FINAL PLAT

DECLARATION WAY RIGHT OF WAY DEDICATION

4TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TOWN OF THOMPSON'S STATION, TENNESSEE

DRAWN BY: C. KILGORE
REVISED: APRIL 5, 2019
REVISED: MARCH 13, 2019
DATE: MARCH 5, 2019
JOB NO. 10-081

OWNER
WILLIAMSON COUNTY BOARD OF EDUCATION
1320 WEST MAIN STREET
FRANKLIN, TENNESSEE 37064
(615) 472-4000

RAGAN • SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
315 WOODLAND ST. P.O. BOX 60070 NASHVILLE, TN. 37206
(615) 244-8591 FAX (615) 244-6739 tdarnall@ragansmith.com
CONTACT: TOM DARNALL, RLS
SHEET 1 OF 1

G:\0108152626\1\SURVEY\PLATS\DECLARATION WAY\DECLARATION WAY FINAL PLAT.DWG PLOTTED BY: AMANDA REED ON: 4/20/19 4:40 PM. LAST UPDATED BY: RAGAN-SMITH ASSOCIATES

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



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

DATE: May 10, 2019
TO: The Board of Mayor and Aldermen (BOMA)
FROM: Wendy Deats, Town Planner
SUBJECT: Resolution 2019-013 – Preservation Park Trail Marker/Signage Program

In January 2019, the Town applied for a Partnership Project Funding application with the Tennessee Civil War National Heritage Area for a trail marker and sign plan in Preservation Park. This signage plan would consist of a series of signs that would identify and represent the historical significance of the area.

The Town is awarded the grant in the amount of \$6,000 for trail markers/signage. The grant requires a match of local funds which is \$6,000.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2019-013 accepting the grant funds and approving the Town's matching funds.

Attachments
Resolution 2019-013

RESOLUTION NO. 2019-13

**A RESOLUTION OF THE TOWN OF THOMPSON'S STATION, TENNESSEE
APPROVING A CONTRACT WITH THE NATIONAL PARK SERVICE AND MTSU FOR A
COST REIMBURSEMENT GRANT TO BE USED FOR THE TRAIL MARKERS AND
SIGNAGE PLAN AT PRESERVATION PARK**

WHEREAS, the Town desires to install trail markers and signage within Preservation Park to describe the historical significance of certain areas; and

WHEREAS, the Town has received approval of a cost reimbursement subaward in the amount of \$6,000 from the National Park Service through MTSU that may be used to reimburse the Town for some of its costs for the trail makers and signs; and

WHEREAS, the Board of Mayor and Aldermen has determined that it is in the best interest of the Town to approve the contract attached hereto to be able to receive these funds.

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

That the FDP Cost Reimbursement Research Subaward Agreement attached hereto as Exhibit "A" is hereby approved, and the Mayor is authorized to sign the contract on behalf of the Town.

RESOLVED AND ADOPTED this 14th day of May 2019.

Corey Napier , Mayor

ATTEST:

Town Recorder

APPROVED AS TO LEGALITY AND FORM:

Todd Moore, Town Attorney

FDP Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: <input type="text" value="Other [Type in Agency]"/>		National Park Service
Pass-Through Entity (PTE):		Subrecipient:
Middle Tennessee State University		Town of Thompson's Station
PTE PI: <input type="text" value="Dr. Carroll Van West"/>	Sub PI: <input type="text" value="Kenneth McLawthon"/>	
PTE Federal Award No: <input type="text" value="Cooperative Agreement P08AC00210"/>	Subaward No: <input type="text" value="537014-77780-01"/>	
Project Title: <input type="text" value="Trail Marker and Signage Program in Preservation Park"/>		
Subaward Period of Performance (Budget Period):		Amount Funded This Action (USD): \$ <input type="text" value="6,000.00"/>
Start: <input type="text" value="05/12/2019"/>	End: <input type="text" value="09/30/2019"/>	
Estimated Project Period (if incrementally funded):		Incrementally Estimated Total (USD): \$ <input type="text"/>
Start: <input type="text"/>	End: <input type="text"/>	

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Contact, as shown in Attachment 3A, not later than 60 days after the The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Name: <input type="text" value="Alan R. Thomas"/> Title: <input type="text" value="Vice President of Business and Finance"/> </div> <div style="width: 45%;"> <input type="text"/> Date </div> </div>	By an Authorized Official of Subrecipient: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Name: <input type="text" value="Corey Napier"/> Title: <input type="text" value="Mayor"/> </div> <div style="width: 45%;"> <input type="text"/> Date </div> </div>
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Attachment 1
Certifications and Assurances

Subaward Number:

537014-77780-01

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
537014-77780-01

Required Data Elements

The data elements required by Uniform
Guidance are incorporated as entered.

Federal Award Issue Date	FAIN	CFDA No.
08/27/18	P08AC00210	15.939

This Subaward Is:

Research & Development Subject to FFATA

CFDA Title
National Heritage Area Federal Financial Assistance
Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

<https://www.nps.gov/orgs/1524/index.htm>

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

n/a

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

Human Subjects Vertebrate Animals No Human or Vertebrate Animals

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

2 CFR - Appendix A to Part 170: <https://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/xml/CFR-2012-title2-vol1-part170-appA.xml>
Executive Order 13658: <https://www.dol.gov/whd/flsa/eo13658/index.htm>

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

537014-77780-01

PTE Information

Entity Name: Middle Tennessee State University

Legal Address: 1301 East Main St.
Murfreesboro, TN 37132-0001

Website: www.mtsu.edu

PTE Contacts

Central Email: research@mtsu.edu

Principal Investigator Name: Dr. Carroll Van West

Email: carroll.west@mtsu.edu

Telephone Number: 615-898-2947

Administrative Contact Name: Dr. Samantha Cantrell

Email: samantha.cantrell@mtsu.edu

Telephone Number: 615-494-8751

COI Contact email (if different to above):

Financial Contact Name: James R. Woulfe

Email: James.Woulfe@mtsu.edu

Telephone Number: 615-898-2171

Email invoices? Yes No Invoice email (if different): Julie.Gannon@mtsu.edu

Authorized Official Name: Alan R. Thomas

Email: Crystal.Rozenbaum@mtsu.edu

Telephone Number: 615 898-2088

PI Address:

Center for Historic Preservation
MTSU Box 80
1301 East Main St.
Murfreesboro, TN 37132

Administrative Address:

Research Services
MTSU Box 124
1301 East Main St.
Murfreesboro, TN 37132

Invoice Address:

Accounts Receivable
MTSU CAB 103
1301 East Main St.
Murfreesboro, TN 37132

Attachment 3B
Subrecipient Contacts

Subaward Number:

537014-77780-01

Subrecipient Information for [FFATA](#) reporting

Entity's DUNS Name:

EIN No.: Institution Type:

DUNS: Currently registered in SAM.gov: Yes No

Parent DUNS: Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address: *This section for U.S. Entities:* Zip Code [Look-up](#)

Congressional District: Zip Code+4:

PO Box 100, 1550 Thompson's Station Rd W.
Thompson's Station, TN 37179

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

1550 Thompson's Station Road W, PO Box 100
Thompson's Station TN 37179

Administrative Address:

1550 Thompson's Station Road W, PO Box 100
Thompson's Station TN 37179

Payment Address:

1550 Thompson's Station Road W, PO Box 100
Thompson's Station TN 37179

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

537014-77780-01

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is restricted for this subaward by the:

Submit carryover requests to the Administrative Contact

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional cost sharing requirements included below:

Other Special Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

537014-77780-01

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

The Town of Thompson's Station has developed a master plan for Preservation Park that includes a greenway trail, natural use trails, community gardens, a passive amphitheater, and an education center. The Town has started implementing the master plan and has constructed natural surface trails in addition to the first phase of the greenway. Because the park has historic relevance, the Town intends to preserve it and provide an educational component to the community. As part of an educational outreach to the community, the Town will install a series of trail markers and signs identifying the historical significance of the area. The objective of the project is to create a signage program that will help the community deepen its understanding of its history.

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text"/> % Rate Type: <input type="text" value="Modified Total Direct Costs"/>	Cost Sharing <input type="text" value="Yes"/> If Yes, include Amount: \$ <input type="text"/>
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Budget Details Below Attached, pages

Matching funds must come from non-federal sources, must be directly allocable to the project, and must be expended during the project period.

Budget Totals

Direct Costs	\$	<input type="text" value="6,000.00"/>
Indirect Costs	\$	<input type="text" value="0.00"/>
Total Costs	\$	<input type="text" value="6,000.00"/>

All amounts are in United States Dollars

IV. BUDGET

Heritage Area funds must be matched dollar-for-dollar with non-federal monies. The dollar-for-dollar match may come from cash and in-kind contributions from private, local, or state contributors. Examples of in-kind (non-monetary) matches include staff time, materials/supplies, equipment usage, and travel. All in-kind contributions used as a match must be received and used during the funding cycle. The authorized signature on this application will confirm the applicant's commitment to the dollar-for-dollar match from non-federal sources.

In the space below, provide a specific summary of your budget. Describe the amount of funds requested and how the funds will be used.

The Town requests the grant to supplement the cost of the signs. Preliminary estimates given to the Town are in the amount of \$12,000.00 The Town is requesting assistance in the amount of \$6,000.00.

Please list the funding sources and the amounts from each source (for example, matching funds from the organization, local government organization, private donation, etc). Include a separate, specific description and value for all in-kind contributions.

The Town's contribution will come out of the Parks Fiscal Year 2018-2019 Park Improvements funding.

Specify the project budget in the table below:

Category:	\$ Requested from Heritage Area:	Cash Match from Organization:	In-Kind Match from Organization:	Total :
Staff Costs/Time	0			
Travel/Per Diem	0			
Supplies/Equipment				
Materials/Fabrication	6000	6000		12,000
Speaker Fees	0			
Other (specify)				
Total:	6000	6000		12,000



THOMPSON'S STATION MUNICIPAL GOVERNMENT
Job Description

Job Title: Planning and Permitting Technician

Position Summary:

Under general supervision, assists the public at the service counter, provides technical office support duties related to the processing and issuance of building permits, and performs related administrative support to the Town Planner as required. The employee is under the general supervision of The Town Planner. On occasion independent judgment must be used in order to accomplish tasks.

Minimum Qualifications and Required Knowledge, Skills and Abilities:

Education: High School graduate or GED equivalent required. The completion of an Associate's degree in urban planning, architecture, construction management, or related field is preferred

Requirements: Proficient with commonly used computer software such as Microsoft Word and Excel. Ability to use general office equipment such as a copier, fax machine, etc.

Experience: A minimum of two (2) years of experience in plans review, zoning administration, building permit issuance, clerical and administrative support in either planning or permitting.

Reports Directly to: The Town Planner

Review Responsibility: The Town Planner

Essential Duties and Tasks:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

- Provides technical assistance and information to staff and the public in the administration of specific planning programs areas or ordinances
- Reviews building plans and applications to assure document submittal completeness
- Performs routine office tasks in designated program areas, including data entry, file management, copying and answering telephone

- Develops and maintains automated tracking systems, hard copy files and records
- Prepares narrative staff reports and recommendations of limited complexity
- Researches and compiles information on a variety of planning issues from multiple sources
- Prepares public notices or property owner verifications
- Prepares maps, charts, tables of limited complexity
- Attends public meetings, assisting other planning staff as appropriate
- Processes building permit applications and plan intake; determines processing needs for projects
- Reviews building plans and permit applications for completeness and compliance with established codes, ordinances, policies, and procedures
- Responds to telephone inquiries regarding permits, permit processes, building codes, and other related ordinances and local laws.
- Processes and issues building, electrical, plumbing, mechanical, grading, and other related permits. Calculates fees based on established fee schedules, and monitors approval of plans by other regulatory agencies.
- Issues Certificates of Occupancy
- Maintains computer files and other manual logs on all building permits and related documents.

Knowledge, Skills and Abilities:

- Knowledge of state and federal laws,
- Working knowledge of building permit and plan submittal processes
- Knowledge of principles and practices of research and data collection
- Knowledge of effective writing techniques
- Knowledge of computer hardware and software programs, which may include Microsoft Office, Internet applications, and possibly GIS

Typical Skills

- Oral communication and interpersonal skills to explain rules and procedures clearly to the public
- Problem-solving skills to gather relevant information to solve vaguely defined practical problems
- Ability to review plans and apply provisions of the ordinances and codes to determine compliance with such regulations
- Ability to work on several projects or issues simultaneously
- Ability to work independently or in a team environment as needed
- Ability to use available equipment
- Ability to act without direct supervision when need arises
- Ability to communicate effectively in oral and written forms.
- Ability to build and maintain cooperative and effective public relations with the residents, businesses, and visitors of the city.
- Ability to establish and maintain effective working relationships with co-workers, supervisors, and other public officials.
- Ability to work in partnership with all segments of the community and the citizenry to fulfill the mission of the Town.

Interact effectively with diverse community members

- Greet visitors to Town Hall and provide directions
- Communicate effectively with the public orally and in writing
- Converse plainly and directly in a courteous and friendly manner with hostile and uncooperative citizens, on the telephone or in person
- Research information in the municipal archives upon request of public officials or private citizens

- Respond to requests for general information from the public and refer other requests to appropriate staff

Interact effectively with Town employees

- Facilitate and work within a "team oriented" environment, being both an effective team leader and team member
- Support other staff in the development and implementation of goals, objectives, policies, or priorities
- Follow oral or written instructions and organize and plan work independently
- Establish and maintain effective working relationships with other employees
- Handles confidential information with tact and discretion

Physical Requirements and Work Environment:

The position requires sitting, standing, walking, reaching, twisting, bending, and crouching in the performance of daily duties. The position also requires the ability to lift, carry or move items up to 25 pounds. This position may require limited site visits. This position may also be required to be available during emergency situations and may be required to work irregular or extended hours as necessary to complete Town business.

Employee Review:

I have read the above and understand that it is intended to describe the general content of and requirements for performing this job. It is not an exhaustive statement of duties, responsibilities or requirements. I understand that this description does not preclude my supervisor's authority to add or change duties or responsibilities and understand that the performance of other duties will be required from time to time in order to meet the Town's needs. I have been given a copy of this description.

Incumbent's Signature: _____ Date: _____

Date Approved: _____

Reports to: The Town Planner

FLSA: Non- Exempt

This job description reflects management's assignment of essential functions; and nothing in this herein restricts management's right to assign or reassign duties and responsibilities to this job at any time.



THOMPSON'S STATION MUNICIPAL GOVERNMENT
Job Description

Job Title: Codes Inspector I

Position Summary: Under the general supervision of the Building Official performs plan review and inspection of commercial, residential, and public buildings to ensure compliance with adopted local municipal building codes. Responsibilities vary depending on building inspection scheduling and specialty factors, include reviewing plans for building code compliance and processing building permit applications, advising the general public on matters relating to construction and other code requirements, and providing technical information to architects, engineers, contractors, and other persons.

Minimum Qualifications and Required Knowledge, Skills and Abilities:

Education: High school graduate or equivalent.

Requirements: Current certification as a building inspector through the State of Tennessee or ability to obtain Certifications within 1 year. Knowledge of building materials, methods of construction, and building codes. Ability to read and interpret construction plans and specifications

Experience: Five (5) years in building construction or inspection

Reports Directly to: Building Official

Review Responsibility: Building Official

Essential Duties and Tasks:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

Manage process for issuance of building permits

- Coordinate and process building permit applications
- Conduct site inspection of buildings during construction or remodel to ensure compliance with adopted building codes and other applicable municipal codes and ordinances
- Meet with design professionals, owners and contractors to review plans
- Prepare, maintain and organize code enforcement inspection reports and records for all completed inspections
- Coordinate and process Certificates of Occupancy

Assure compliance with all building codes

- Conduct ongoing surveillance of municipality for code compliance
- Enforce codes by explanation, mediation, penalty and, if necessary, legal action
- Investigate complaints and performs inspections of existing buildings to determine if hazardous or illegal conditions exist relating to structures and their use
- Monitor and catalog code compliance complaints
- Issue notices to correct code violations, issue "stop work" notices, and testify in court regarding violations

Interact effectively with diverse community members

- Assist and advise design professionals, contractors, and the general public in matters relating to construction and code requirements
- Communicates effectively with the public and development community orally and in writing
- Seek innovative solutions to problems while assuring code compliance
- Provide information to the Board of Zoning Appeals
- Participate on and attend meetings of various committees and task forces, as assigned

Interact effectively with Town employees

- Facilitates and works within a "team oriented" environment, being both an effective team leader and team member.
- Support other staff in the development and implementation of goals, objectives, policies, or priorities
- Assist Town Administrator in the supervision of maintenance crew
- Handles confidential information with tact and discretion

Physical Requirements and Work Environment:

This position must have overall stamina and ability to perform moderate to strenuous physical activity. Job requirements may include the ability to climb, bend, and work in tight or confined areas. In addition, close vision, color vision, depth perception, and far vision are essential to performance of the position. Corrective lenses may be utilized. The incumbent must be able to hear alarms and have the ability to audibly identify the presence of a danger or hazard. The position also requires the ability to lift, carry or move items up to 50 pounds. The nature of the work requires the ability to tolerate a variety of weather conditions; hot, cold, wet along with pollutants such as fumes, dust, and other contaminants found on construction sites. The Building Official may also be required to be available during emergency situations and may be required to work irregular or extended hours as necessary to complete Town business.

Employee Review:

I have read the above and understand that it is intended to describe the general content of and requirements for performing this job. It is not an exhaustive statement of duties, responsibilities or requirements. I understand that this description does not preclude my supervisor's authority to add or change duties or responsibilities and understand that the performance of other duties will be required from time to time in order to meet the Town's needs. I have been given a copy of this description.

Incumbent's Signature: _____ Date: _____

Date Approved:

Reports to: Building Official

FLSA: Non- Exempt

This job description reflects management's assignment of essential functions; and nothing in this herein restricts management's right to assign or reassign duties and responsibilities to this job at any time.

Project	Barge Primary Contact	General Project Description	Recent Actions	Upcoming Actions
<u>Hill Property Drip Fields</u>	<i>Matthew Johnson</i>	Development of additional drip fields to serve the Regional Wastewater Treatment Facility	-Conducted 90% design review meeting with Town Staff -Coordinating with MTEMC regarding electrical service for onsite pump stations	-Finish bidding documents -Submit documents to TDEC for review -Submit site SWPPP to TDEC for review
<u>Regional Wastewater Treatment Facility Cell #1 Repair</u>	<i>Matthew Johnson</i>	Repair of Cell #1 in the Regional Wastewater Treatment Facility	-Received no bids for project	-No further action until water levels have been reduced in Cell #1
<u>Whistle Stop Improvements</u>	<i>Matthew Johnson</i>	Construction of collection system improvements necessary to serve the Whistle Stop development	-Presented extent of collection system improvements necessary to accommodate Whistle Stop development	-Determine whether the Town or Whistle Stop will develop the design of the necessary collection system improvements
<u>Preservation Park Parking</u>	<i>Patrick Leap</i>	Expand on the existing parking and add horse trailer parking area	Met with Mayor and Town Administrator to discuss their vision. Laid out expanded parking, discussed adding the horse trailer parking	Update the drawing to show potential layouts for both parking areas and submit back to the town for approval. Once approved we will need to come up with a scope and fee
<u>Major Thoroughfare Plan</u>	<i>Jonathan Smith</i>	Develop a major thoroughfare plan for the Town's use	Review of existing transportation system conditions	Assesment of future year (2040) conditions. 2nd public meeting in June.
<u>Transportation services (on call)</u>	<i>Jonathan Smith</i>	Provide general transportation on call services as requested	Review of traffic operations at US 431/Critz Lane (on going)	None scheduled at this time
			Assistance in response to concerns regarding Branford Place extension to Declaration Way including PC attendance	BOMA attendance on 5/14
<u>Traffic impact study reviews</u>	<i>Jonathan Smith</i>	Provide reviews of supplied traffic impact studies	No recent study reviews	None scheduled at this time



Cash Balance Report As of April 30, 2019

	Mar 2019	Apr 2019
General Fund:		
Cash Available (Cash + AR - AP)	168,743	627,603
Money Market Investment Accounts	5,574,068	5,576,480
Total General Fund Cash	5,742,811	6,204,083
Less: Reserves	(1,494,295)	(1,494,295) equal to ~ 7mths expenses
Less: Developer Cash Bonds Held	(59,000)	(59,000)
Less: County Mixed Drink Tax Payable	-	-
Less: Debt Principal and Interest Payments Due within 12 Months	(304,795)	(304,795)
Less: Hall Tax Refund Owed to State	(205,153)	(205,153)
Less: Adequate Schools Facilities Receipts (ITD starting Dec'07)	(326,363)	(326,363)
Less: Capital Projects (Project Budget)		
Town Hall	(1,200,000)	(1,200,000)
Parks Improvements	(50,000)	(50,000)
Critz Lane Improvements	(500,000)	(500,000)
Office Renovations	(30,000)	(20,125)
Office Furniture/Upgrade	(30,000)	(30,000)
Thoroughfare	(96,000)	(86,000)
Cash Available - General Fund	1,447,205	1,928,352
Wastewater Fund:		
Cash Available (Cash + AR - AP)	208,563	188,615
Money Market Investment Accounts	4,113,208	4,115,652
Total Wastewater Fund Cash	4,321,771	4,304,266
Less: Reserves	(312,374)	(312,374) equal to ~ 4mths expenses
Less: Cell 1 - Repairs	(500,000)	(500,000)
Less: Debt Principal and Interest Payments Due within 12 Months	(121,433)	(121,433)
Less: Hood Development Prepaid System Dev. And Access Fees	(1,116,000)	(1,116,000)
Cash Available - Wastewater Fund	2,271,964	2,254,459



**General Fund Revenue Analysis as of
April 30, 2019**

Target Goal = 83%

	Apr YTD 2018	Revised Budget	% of Budget	Budget Remaining	Comment
General Government Revenues:					
31111 Real Property Tax Revenue	254,620	270,000	94%	15,380	
31310 Interest & Penalty Revenue	-	-		-	
31610 Local Sales Tax - Trustee	835,589	900,000	93%	64,411	
31710 Wholesale Beer Tax	76,749	95,000	81%	18,251	
31720 Wholesale Liquor Tax	12,318	15,000	82%	2,682	
31810 Adequate School Facilities Tax	41,367	70,000	59%	28,633	
31900 CATV Franchise Fee Income	22,398	25,000	90%	2,602	
32000 Beer Permits	600	600	100%	-	
32200 Building Permits	398,488	300,000	133%	(98,488)	
32230 Submittal & Review Fees	7,794	20,000	39%	12,206	
32245 Miscellaneous Fees	1,545	2,000	77%	455	
32260 Business Tax Revenue	6,828	75,000	9%	68,172	
33320 TVA Payments in Lieu of Taxes	27,983	50,000	56%	22,017	
33510 Local Sales Tax - State	358,135	350,000	102%	(8,135)	
33520 State Income Tax				-	
33530 State Beer Tax	-	2,000	0%	2,000	
33535 Mixed Drink Tax	12,684	12,000	106%	(684)	
33552 State Streets & Trans. Revenue	7,049	8,000	88%	951	
33553 SSA - Motor Fuel Tax	75,259	80,000	94%	4,741	
33554 SSA - 1989 Gas Tax	11,851	12,000	99%	149	
33555 SSA - 3 Cent Gas Tax	21,959	20,000	110%	(1,959)	
33556 SSA - 2017 Gas Tax	28,120	20,000	141%	(8,120)	
36120 Interest Earned - Invest. Accts	27,894	20,000	139%	(7,894)	
37746 Parks Revenue	22,432	20,000	112%	(2,432)	
37747 Parks Deposit Return	(4,330)	(5,000)	87%	(670)	
37990 Other Revenue	8,368	10,000	84%	1,632	
Total general government revenue	2,255,700	2,371,600	95%	115,900	
Non-Operating Income:					
32300 Impact Fees	534,937	550,000	97%	15,063	
38000 Transfer from Reserves	-	5,812,000		5,812,000	
Total non-operating revenue	534,937	6,362,000		5,827,063	
Total revenue	2,790,637	8,733,600		5,942,963	



General Fund Expenditure Analysis as of
April 30, 2019

Target Goal = 83%

	Apr YTD 2019	Revised Budget	% of Budget	Budget Remaining	Comment
General Government Expenditures:					
41110 Salaries	410,362	600,000	68%	189,638	
41141 FICA	25,595	37,200	69%	11,605	
41142 Medicare	5,986	8,700	69%	2,714	
41147 SUTA	1,880	2,400	78%	520	
41161 General Expenses	785	1,000	79%	215	
41211 Postage	426	1,000	43%	574	
41221 Printing, Forms & Photocopy	2,184	7,500	29%	5,316	
41231 Legal Notices	1,851	3,000	62%	1,149	
41235 Memberships & Subscriptions	2,458	4,000	61%	1,542	
41241 Utilities - Electricity	11,454	12,000	95%	546	
41242 Utilities - Water	1,806	2,500	72%	694	
41244 Utilities - Gas	1,315	2,000	66%	685	
41245 Telecommunications Expense	3,551	5,000	71%	1,449	
41252 Prof. Fees - Legal Fees	112,940	130,000	87%	17,060	
41253 Prof. Fees - Auditor	14,500	16,000	91%	1,500	
41254 Prof. Fees - Consulting Engineers	114,913	233,000	49%	118,087	
41259 Prof. Fees - Other	51,513	66,000	78%	14,487	
41264 Repairs & Maintenance - Vehicles	8,019	10,000	80%	1,981	
41265 Parks & Recreation Expense	36,301	68,000	53%	31,699	
41266 Repairs & Maintenance - Buildings	17,614	20,000	88%	2,386	
41268 Repairs & Maintenance - Roads	29,500	200,702	15%	171,202	
41269 SSA - Street Repair Expense	63,780	140,000	46%	76,220	
41270 Vehicle Fuel & Oil	13,932	17,500	80%	3,568	
41280 Travel	2,973	3,500	85%	527	
41285 Continuing Education	1,519	5,000	30%	3,481	
41289 Retirement	16,817	30,000	56%	13,183	
41291 Animal Control Services	7,355	7,500	98%	145	
41300 Economic Development	6,796	7,500	91%	704	
41311 Office Expense	26,965	100,000	27%	73,035	
41511 Insurance - Property	21,443	3,600	596%	(17,843)	
41512 Insurance - Workers Comp.	10,021	13,000	77%	2,979	
41513 Insurance - Liability	5,723	5,300	108%	(423)	
41514 Insurance - Medical	63,309	90,000	70%	26,691	
41515 Insurance - Auto	2,880	2,100	137%	(780)	
41516 Insurance - E & O	10,032	11,000	91%	968	
41551 Trustee Commission	6	5,500	0%	5,494	
41633 Interest Expense - Note Payable	1,050	2,000	53%	950	
41720 Donations	29	-	0%	(29)	
41800 Emergency Services	100,000	145,000	69%	45,000	
41899 Other Expenses	-	10,000	0%	10,000	
Total general government expenditures	1,209,585	2,028,502	60%	818,917	
General government change in net position	1,046,115	343,098		(703,017)	
Non-Operating Expenditures:					
41940 Capital Projects	513,837	2,553,254	20%	2,039,417	
41944 Capital Projects - Parks	-	-		-	
49030 Capital Outlay Note Payment	311,944	312,000		56	
Total non-operating expenditures	825,781	2,865,254		2,039,473	
Non-operating change in net position	(290,844)	3,496,746		3,787,590	
Total expenditures	2,035,366	4,893,756		2,858,390	
Change in Net Position	755,271	3,839,844		3,084,573	



General Fund Revenue Analysis as of April 30, 2019

	Mar 2019	Apr 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
General Government Revenues:							
31111 Real Property Tax Revenue	205,398	9,029	(196,369)	25,462	22,500	(2,962)	
31310 Interest & Penalty Revenue	800	-	(800)	-	-	-	
31610 Local Sales Tax - Trustee	76,649	71,379	(5,270)	83,559	75,000	(8,559)	
31710 Wholesale Beer Tax	5,736	3,060	(2,676)	7,675	7,917	242	
31720 Wholesale Liquor Tax	1,297	1,017	(280)	1,232	1,250	18	
31810 Adequate School Facilities Tax	3,763	5,147	1,384	4,137	5,833	1,697	
31900 CATV Franchise Fee Income	-	-	-	2,240	2,083	(156)	
32000 Beer Permits	-	-	-	60	50	(10)	
32200 Building Permits	26,311	73,727	47,416	39,849	25,000	(14,849)	
32230 Submittal & Review Fees	425	3,987	3,562	779	1,667	887	
32242 Miscellaneous Fees	-	-	-	155	167	12	
32260 Business Tax Revenue	253	312	59	683	6,250	5,567	
33320 TVA Payments in Lieu of Taxes	-	13,991	13,991	2,798	4,167	1,368	
33510 Local Sales Tax - State	30,833	31,189	356	35,814	29,167	(6,647)	
33520 State Income Tax	-	-	-	-	-	-	
33530 State Beer Tax	-	-	-	-	167	167	
33535 Mixed Drink Tax (net)	1,062	1,186	124	1,268	1,000	(268)	1/2 received is due to County
33552 State Streets & Trans. Revenue	782	782	(0)	705	667	(38)	
33553 SSA - Motor Fuel Tax	6,778	5,999	(779)	7,526	6,667	(859)	
33554 SSA - 1989 Gas Tax	1,087	933	(154)	1,185	1,000	(185)	
33555 SSA - 3 Cent Gas Tax	2,015	1,728	(287)	2,196	1,667	(529)	
33556 SSA - 2017 Gas Tax	2,707	2,398	(309)	2,812	1,667	(1,145)	
36120 Interest Earned - Invest. Accts	2,766	2,259	(507)	2,789	1,667	(1,123)	
37746 Parks Revenue	1,791	1,770	(21)	2,243	1,667	(577)	
37747 Parks Deposit Return	-	(100)	(100)	(433)	(417)	16	
37990 Other Revenue	825	825	-	837	833	(3)	
Total general government revenue	371,278	230,620	(140,659)	225,570	197,633	(27,937)	
Non-Operating Income:							
32300 Impact Fees	40,196	118,338	78,142	53,494	45,833	(7,660)	
38000 Transfer from Reserves	-	-	-	-	484,333	484,333	
39995 Capital Outlay Note Proceeds	-	-	-	-	-	-	
Total non-operating revenue	40,196	118,338	78,142	53,494	530,167	476,673	
Total revenue	411,474	348,957	(62,517)	279,064	727,800	448,736	



**General Fund Expenditure Analysis as of
April 30, 2019**

	Mar 2019	Apr 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over) Under	Comment
General Government Expenditures:							
41110 Salaries	53,765	42,239	(11,526)	41,036	50,000	8,964	
41141 FICA	3,333	2,619	(714)	2,560	3,100	540	
41142 Medicare	780	612	(168)	599	725	126	
41147 SUTA	52	165	113	188	200	12	
41161 General Expenses	-	-	-	79	83	5	
41211 Postage	-	110	110	43	83	41	
41221 Printing, Forms & Photocopy	-	-	-	218	625	407	
41231 Legal Notices	271	307	36	185	250	65	
41235 Memberships & Subscriptions	185	-	(185)	246	333	88	
41241 Utilities - Electricity	1,227	1,256	29	1,145	1,000	(145)	
41242 Utilities - Water	256	118	(138)	181	208	28	
41244 Utilities - Gas	168	162	(6)	131	167	35	
41245 Telecommunications Expense	355	389	34	355	417	62	
41252 Prof. Fees - Legal Fees	10,300	6,680	(3,620)	11,294	10,833	(461)	
41253 Prof. Fees - Auditor	-	-	-	1,450	1,333	(117)	
41254 Prof. Fees - Consulting Engineers	20,034	25,943	5,909	11,491	19,417	7,925	
41259 Prof. Fees - Other	6,495	4,812	(1,683)	5,151	5,500	349	
41264 Repairs & Maintenance - Vehicles	924	952	28	802	833	31	
41265 Parks & Recreation Expense	500	-	(500)	3,630	5,667	2,037	
41266 Repairs & Maintenance - Buildings	231	1,011	780	1,761	1,667	(95)	
41268 Repairs & Maintenance - Roads	1,518	628	(890)	2,950	16,725	13,775	
41269 SSA - Street Repair Expense	12,315	2,109	(10,206)	6,378	11,667	5,289	
41270 Vehicle Fuel & Oil	488	1,059	571	1,393	1,458	65	
41280 Travel	1,420	-	(1,420)	297	292	(6)	
41285 Continuing Education	185	110	(75)	152	417	265	
41289 Retirement	2,241	1,425	(816)	1,682	2,500	818	
41291 Animal Control Services	-	-	-	736	625	(111)	
41300 Economic Development	-	-	-	680	625	(55)	
41311 Office Expense	4,122	3,232	(890)	2,697	8,333	5,637	
41511 Insurance - Property	-	-	-	2,144	300	(1,844)	
41512 Insurance - Workers Comp.	-	-	-	1,002	1,083	81	
41513 Insurance - Liability	-	-	-	572	442	(131)	
41514 Insurance - Medical	5,885	4,401	(1,484)	6,331	7,500	1,169	
41515 Insurance - Auto	-	-	-	288	175	(113)	
41516 Insurance - E & O	-	-	-	1,003	917	(87)	
41551 Trustee Commission	-	-	-	1	458	458	
41633 Interest Expense - Note Payable	-	-	-	105	167	62	
41691 Bank Charges	-	-	-	-	167	167	
41720 Donations	-	-	-	3	-	(3)	
41800 Emergency Services	-	-	-	10,000	12,083	2,083	
41899 Other Expenses	-	-	-	-	833	833	
Total general government expenditures	127,050	100,340	(26,710)	120,958	169,209	48,250	
Non-Operating Expenditures:							
41940 Capital Projects	3,367	9,875	6,508	51,384	212,771	161,387	
41943 Acquisition of Public Use Prop.	-	-	-	-	-	-	
41944 Capital Projects - Parks	13,542	-	(13,542)	-	-	-	
48000 Transfer to Reserves	-	-	-	-	-	-	
49030 Capital Outlay Note Payment	8,215	152,475	144,260	31,194	26,000	(5,194)	
Total non-operating expenditures	25,124	162,350	137,226	82,578	238,771	156,193	
Total expenditures	152,174	262,690	110,516	203,537	407,980	204,443	



**Wastewater Fund Revenue and Expense Analysis as of
April 30, 2019**

	Apr YTD 2019	Budget	% of Budget	Budget Remaining	Comment
Revenues:					
3100 Wastewater Treatment Fees	891,682	925,000	96%	33,318	
3101 Septage Disposal Fees	6,500	10,000	65%	3,500	
3105 Late Payment Penalty	26,052	-		(26,052)	
3109 Uncollectible Accounts	-	(5,000)		(5,000)	
3500 Other Income	310	-		(310)	
Transfer from Fund Balance	-	504,506		504,506	
Total Revenues	924,543	1,434,506	64%	509,963	
Operating Expenses:					
Target Goal = 83%					
Supply and Operations:					
4010 Payroll Expense	100,506	170,000	59%	69,494	
4210 Permits & Fees Expense	4,828	7,500	64%	2,672	
4220 Laboratory Water Testing	2,579	5,000	52%	2,421	
4230 Supplies Expense	968	5,000	19%	4,032	
4240 Repairs & Maint. Expense	57,823	65,000	89%	7,177	
4250 Postage, Freight & Express Chgs	7,460	8,000	93%	540	
4280 Billing Charges	4,362	12,000	36%	7,638	
4310 Utilities - Electric	62,612	90,000	70%	27,388	
4320 Utilities - Water	2,282	5,000	46%	2,718	
4350 Telecommunications	2,224	2,500	89%	276	
4390 Insurance Expense	-	21,000	0%	21,000	
4395 Insurance - Employee Medical	7,170	20,000	36%	12,830	
4400 Prof. Fees-Consulting Engineers	202,705	315,000	64%	112,295	
4420 Prof. Fees - Auditor	-	2,000	0%	2,000	
4490 Prof. Fees - Other	10,000	121,706	8%	111,706	
4710 Payroll Taxes - FICA	5,839	10,000	58%	4,161	
4720 Payroll Taxes - Medicare	1,300	2,200	59%	900	
4730 Payroll Taxes - SUTA	182	3,600	5%	3,418	
4789 Employee Retirement Expense	4,785	7,500	64%	2,715	
4800 Bank Charges	1,099	500	220%	(599)	
4900 Other Expense	-	1,000	0%	1,000	
Total Supply and Operations	478,724	874,506	55%	395,782	
Depreciation					
4990 Depreciation Expense	300,000	360,000	83%	60,000	
Total Operating Expenses	778,724	1,234,506	63%	455,782	
Operating result	145,819	200,000		54,181	
Non-Operating Income (Expense):					
3300 Tap Fees	415,126	550,000	75%	134,874	
3902 Interest Income - Invest Accts	14,624	5,000	292%	(9,624)	
4100 Capital Expenditures	(14,125)	(500,000)	3%	(485,875)	CSX - line under
4994 Interest Expense	(10,446)	(13,000)	80%	(2,554)	
Total non-operating income	405,179	42,000	965%	(363,179)	
Change in Net Position	550,998	242,000	228%	(308,998)	



**Wastewater Fund Revenue and Expense Analysis as
of Apr 30, 2019**

	Mar 2019	Apr 2019	Current Change	Mthly Avg Actual	Mthly Avg Budget	(Over Under)	Comment
Revenues:							
3100 Wastewater Treatment Fees	84,835	86,438	1,604	89,168	77,083	(12,085)	Mar: 28 Apr: 28
3101 Septage Disposal Fees	900	900	-	650	833	183	
3105 Late Payment Penalty	2,411	3,854	1,442	2,605	-	(2,605)	
3109 Uncollectible Accounts	-	-	-	-	(417)	(417)	
3500 Other Income	-	-	-	31	-	(31)	
4009 Returned Check Charges	95	-	(95)	-	42,042	42,042	
Total revenues	88,241	91,192	2,951	92,454	119,542	27,088	
Operating Expenses:							
Supply and Operations:							
4010 Payroll Expense	13,592	9,061	(4,531)	10,051	14,167	4,116	
4210 Permits & Fees Expense	-	-	-	483	625	142	
4220 Laboratory Water Testing	163	-	(163)	258	417	159	
4230 Supplies Expense	-	-	-	97	417	320	
4240 Repairs & Maint. Expense	846	13,610	12,764	5,782	5,417	(366)	
4250 Postage, Freight & Express Chgs	1,204	1,075	(129)	746	667	(79)	
4280 Billing Charges	894	461	(433)	436	1,000	564	
4310 Utilities - Electric	6,801	7,298	497	6,261	7,500	1,239	
4320 Utilities - Water	581	282	(299)	228	417	188	
4330 Telecommunications	155	155	(0)	222	208	(14)	
4390 Insurance Expense	-	-	-	-	1,750	1,750	
4395 Insurance - Employee Medical	1,457	1,515	58	717	1,667	950	
4400 Prof. Fees-Consulting Engineers	9,062	76,399	67,337	20,271	26,250	5,979	
4420 Prof. Fees - Auditor	-	-	-	-	167	167	
4490 Prof. Fees - Other	-	8,500	8,500	1,000	10,142	9,142	
4710 Payroll Taxes - FICA	843	562	(281)	584	833	249	
4720 Payroll Taxes - Medicare	197	131	(66)	130	183	53	
4730 Payroll Taxes - SUTA	32	-	(32)	18	300	282	
4789 Employee Retirement Expense	680	453	395	478	625	147	
4800 Bank Charges	527	-	(527)	110	42	(68)	
4900 Other Expense	-	-	-	-	83	83	
Total supply and operations	37,033	119,503	83,092	47,872	72,876	25,003	
Depreciation							
4990 Depreciation Expense	30,000	30,000	-	30,000	30,000	30,000	
Total operating expenses	67,033	149,503	83,092	77,872	102,876	25,003	
Operating result	21,208	(58,311)	(80,141)	14,582	16,667	2,085	
Non-Operating Income (Expense):							
3300 Tap Fees	35,000	80,000	45,000	41,513	45,833	4,321	
3902 Interest Income - Invest Accts	1,291	1,869	578	1,462	417	(1,046)	
4100 Capital Expenditures	14,125	-	(14,125)	(1,413)	(41,667)	(40,254)	
4994 Interest Expense	900	977	77	(1,045)	(1,083)	(39)	
Total non-operating income	51,316	82,846	31,530	40,518	3,500	(37,018)	
Change in Net Position	72,524	24,535	(48,610)	55,100	20,167	(34,933)	