

AGENDA
TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN
THURSDAY, JUNE 2, 2016, 7:00 P.M.

1. Call to Order
2. Prayer and Pledge
3. Citizens Input/General Comments
4. Approval of Minutes for Regular Meeting May 5th, 2016
5. Treasurer's Report – April, 2016
6. Committee Reports
 - a. Planning Commission
 - b. Engineering Department
 - c. Fire Department
 - d. Police Department Report
 - e. Public Works
 - f. Historic Commission
 - g. Economic Development Committee
 - h. Town Events Committee
 - i. Trees and Trails Committee
7. Consent Agenda*
 - a. Resolution 16-17, a resolution to release SAF Properties from maintenance bonding and accept the roads and public improvements within Brittain Downs Phase 2, Section 1 for maintenance—Mayor Alexander
 - b. Resolution 16-18, a resolution to release CK Development from maintenance bonding and accept the roads and public improvements within Bent Creek Phase 6 Sections 1A and 1B—Mayor Alexander
8. Second reading of Ordinance 16-04, an ordinance adopting a budget for fiscal year July 1, 2016 – June 30, 2017—Mayor Alexander
9. Second reading of Ordinance 16-05, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property at 7150 Nolensville Road currently Office Industrial (OI) to Commercial Services (CS) with a Commercial Corridor Overlay (CCO)—Mayor Alexander
10. Second reading of Ordinance 16-06, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone four (4) tracts of property off of Nolensville Road between Sunset Road and Sam Donald Road—Mayor Alexander
11. Second reading of Ordinance 16-07, an ordinance to enter into a franchise agreement with Comcast of Nashville II, LLC—Mayor Alexander
12. First reading of Ordinance 16-09, an ordinance to rezone property adjacent to Summerlyn Subdivision at 2524 York Road from estate residential (ER) to suburban residential (SR) by owner Gary Smalley—Mayor Alexander
13. First reading of Ordinance 16-10, an ordinance to enter into a franchise agreement with Atmos Energy Corporation for a period of 20-years—Mayor Alexander
14. Reading of Resolution 16-15, a resolution to make application for a COPS Hiring Program Grant—Mayor Alexander
15. Reading of Resolution 16-16, a resolution to make application for a COPS Community Policing Development Grant—Mayor Alexander
16. Other
17. Adjourn

**Items on the consent agenda are considered to be routine. Discussion of individual items listed on the consent agenda is not required, but Board members or citizens may request any item(s) be removed for consideration.*

Town of Nolensville
Board of Mayor and Aldermen Meeting
Date: May 5, 2016 Time 7:00 p.m.
Nolensville Town Hall, 7218 Nolensville Road

Mayor Jimmy Alexander opened the meeting at 7:01 p.m. Members present were Mayor Alexander, Aldermen Tommy Dugger, Larry Felts, Jason Patrick and Brian Snyder. Staff present: Administrator Ken McLawhon, Counsel Robert Notestine, Town Engineer Don Swartz, Planner Henry Laird, and Recorder Kali Mogul. There were 33 citizens present.

Mr. Willis Wells said the prayer and led the Pledge of Allegiance.

There were no citizen comments.

Alderman Patrick moved to approve the Treasurer's Report through March, 2016. Alderman Snyder seconded, and the report was approved unanimously.

Next, Mayor Alexander made a motion to approve the minutes from the Board meeting of April 7th, 2016, seconded by Alderman Felts. The motion passed unanimously.

COMMITTEE REPORTS:

Town Planner Henry Laird reported for the Planning Commission:

- At the April 12th meeting, the Planning Commission considered these items:
Final plat of Bent Creek Phase 18, Section 1-approved with performance bond
Final plat for Benington II, Section 1-approved with performance bond
Final plat of two lots for JTB Enterprises at 7116 Nolensville Road-approved
Final plat of two lots for Scott C. Walter at 9862 Sam Donald Road-approved
Final plat of three lots for the Kaye Subdivision, Section 1 off Sam Donald Road-approved
Site plan for Salon 1797 at 7035 Nolensville Road- approved
Final plat of Burberry Glen, Phase 1-approved with performance bond
Final P.U.D. plan/preliminary plat for Telfair- approved with conditions
Rezoning of 7223 Nolensville Road- disapproved
Preliminary plat of Hadley Reserve at 9915 Maxwell Lane- approved with conditions

Town Administrator McLawhon noted that Town Planner Henry Laird has notified the Town of his retirement plans for later in the summer.

Town Engineer Don Swartz provided updates on the following:

- The Town has closed on the Small Town Connections trail head parking lot. TDEC permitting has been received, so the project is now awaiting the Army Corps of Engineers permit.
- The Stonebrook Safe Routes to School project is in the utility certification phase with TDOT. Staff is hoping to piggyback the work with construction of the sidewalk tying Brittain Downs to Sunset Elementary School.
- The Creekside Safe Routes to School project has moved out of the environmental phase.

- Sessions Paving will be doing some of the milling and resurfacing work in the coming weeks, beginning with Walpole Court. No roads will be completely closed.

On behalf of the Nolensville Fire Department, Tom Seyfried reported statistics for April.

Police Chief Troy Huffines presented his report on monthly offenses, stop data, and management report for April. He then presented several awards and commendations:

- Officer David Hazlett received a Purple Star award and a distinguished service award for his bravery during a violent physical attack by a suspect on March 10, 2016
- Public Works Director and part-time Officer Bryan Howell received a commendation award for his assistance ending the standoff with the suspect on the March 10th incident.
- Captain Cindy Strange received a commendation award for her efforts at the scene of the attack.
- Officer Kent Jacobs received a commendation award for his quick response to a call on February 28, 2016, during which he sustained minor injuries while apprehending the suspect.
- Officer Joe Baynham received a service recognition award for 12 years with the Nolensville Police Department.

Mr. Bryan Howell gave a brief report for the Public Works Department. Approximately 15 sections of sidewalk in Bent Creek have been repaired along with some sections at Old Clovercroft and Nolensville Road. Some of the right-of-way maintenance has been completed, and mowing has begun. A contract is in place for landscaping at Town Hall.

Ms. Betty Friedlander reported that in April the Historic Zoning Commission approved a certificate of appropriateness for exterior residence changes at 7319 Nolensville Road.

Mr. Bob Haines represented the Economic Development Committee. An open house was held recently to recruit volunteers. Several people joined the committee as a result of the event, and new projects are on the horizon.

Ms. Suzanne Honeycutt reported for the Town Events Committee. The Star Spangled Celebration is on track, and many of the action items are complete.

On behalf of the Trees for Trails Committee Ms. Kelley Crummitt stressed the importance of the trail head parking lot and closing on the property on Nolensville Road. She suggested a workshop to educate citizens on the trail plan when the map is completed. There was a brief discussion on the mixed use development proposed for behind Town Hall and landscape buffering requirements for subdivisions.

At 7:42 p.m., Mayor Alexander opened a public hearing on Ordinance 16-04, an ordinance to adopt a budget for fiscal year July 1, 2016 – June 30, 2017. Town Administrator Ken McLawhon gave an overview of the budget. Highlights are road work, review of impact fee program, potential grant opportunities and public safety. Revenue remains strong. The County has indicated that property valuations in the Town have increased by about 30%. There was some additional discussion about financing the work on Sunset Road. The mayor closed the public hearing at 7:52 p.m.

Mayor Alexander opened a public hearing on Ordinance 16-05, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property at 7150 Nolensville Road currently Office Industrial (OI) to Commercial Services (CS) with a Commercial Corridor Overlay (CCO) at 7:53 p.m. With no public comments, Mayor Alexander closed the hearing at 7:53 p.m.

At 7:54 p.m., Mayor Alexander opened a public hearing on Ordinance 16-06, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone four (4) tracts of property off of Nolensville Road between Sunset Road and Sam Donald Road. With no public comments, Mayor Alexander closed the hearing at 7:54 p.m.

Mayor Alexander opened a public hearing on Ordinance 16-07, an ordinance to enter into a franchise agreement with Comcast of Nashville II, LLC. Alderman Snyder mentioned talks with the School System regarding the public access channel are ongoing. With no public comments, the mayor closed the hearing at 7:55 p.m.

Alderman Snyder made a motion to approve Resolution 16-13, a resolution to enter into an agreement with Middle Tennessee State University and authorize the use of funds for sound reinforcement services at Nolensville's Star Spangled Celebration, seconded by Alderman Dugger. The motion passed unanimously.

Alderman Dugger moved to approve on second reading Ordinance 16-02, an ordinance to approve an addition to Burberry Glen Master Concept P.U.D. Plan in Nolensville, Tennessee and zone property suburban residential with a P.U.D. overlay (SR/P.U.D.). Alderman Patrick seconded the motion, which passed unanimously.

After a short discussion, Mayor Alexander made a motion to approve on second reading Ordinance 16-03, an ordinance to amend budget Ordinance 15-06 for fiscal year July 1, 2015 – June 30, 2016. Alderman Larry Felts seconded the motion, and the vote passed unanimously.

Mayor Alexander gave an introduction of Ordinance 16-08, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property at 7223 Nolensville Road currently estate residential (ER) to commercial services (CS) with a commercial corridor overlay (CCO). The applicant previously requested a Land Use Map amendment and rezoning, but the Planning Commission denied both requests. Mayor Alexander made a motion “to support the Land Use Policy Plan and keep the property zoned ER.” The motion failed for a lack of a second.

Alderman Dugger made a motion to approve Ordinance 16-08, seconded by Alderman Snyder. There was a lengthy discussion about the Land Use Policy plan and map, the processes for amending the Land Use plan and rezoning, and the current zoning of the parcel. After the extensive debate, Mayor Alexander moved to amend the motion to defer the item for one meeting for further discussion. Alderman Felts seconded the motion. The motion failed with Mayor Alexander and Alderman Felts voting in favor of deferral, and Aldermen Dugger, Snyder and Patrick voting against deferral.

Mayor Alexander called for a vote on the original motion to approve on first reading Ordinance 16-08 to rezone 7223 Nolensville Road from ER to CS/CCO. The motion passed by a vote of 3 – 2 with Aldermen Dugger, Snyder and Patrick voting in favor and Mayor Alexander and Alderman Felts voting against.

Alderman Snyder made a motion to approve Resolution 16-14, a resolution to enter into an agreement with WAKM AM 950 and authorize the use of funds for a fireworks display and radio promotion of Nolensville's Star Spangled Celebration, with Alderman Dugger seconding the motion. After a brief discussion about the appropriate length of time for the display, the motion passed unanimously.

Mayor Alexander said there were 18 residential building permits issued in April.

Mayor Alexander adjourned the meeting at 9:00 p.m.

Respectfully submitted,

Approved,

Kali Mogul
Town Recorder

Jimmy Alexander
Mayor

DRAFT

**Town of Nolensville
Cash on Hand Report
4/30/2016**

Bank Account	Financial Institution	Interest Rate	Balance	Fund Total
General Fund:				
Rainy Day	Peoples State Bank of Commerce	0.81%	\$153,605.25	
Legal Func	Peoples State Bank of Commerce	0.81%	\$3,337.49	
Growth Fu	Peoples State Bank of Commerce	0.81%	\$87,828.20	
Local Inve	State of Tennessee	0.30%	\$3,771.23	
Checking	Peoples State Bank of Commerce	0.81%	\$15,798.44	
Savings	Peoples State Bank of Commerce	0.81%	\$3,242,337.06	
General Fund Total				\$3,506,677.67
Facilities Tax:				
Checking	Peoples State Bank of Commerce	0.00%	\$495.02	
Money M	Peoples State Bank of Commerce	0.85%	\$2,579,198.57	
Capital Fun	Peoples State Bank of Commerce	0.81%	\$37,289.73	
Facilities Tax Total				\$2,616,983.32
Impact Fee:				
Impact Ch	Peoples State Bank of Commerce	0.00%	\$78.33	
Impact Ba	Peoples State Bank of Commerce	0.81%	\$3,696,428.15	
Impact 25	Peoples State Bank of Commerce	0.81%	\$184,077.42	
Impact Fee Total				\$ 3,880,583.90
Drug Fund:				
Drug Func	Peoples State Bank of Commerce	0.81%	\$14,712.29	
Drug Fund Total				\$14,712.29
State Street Aid:				
Local Inve	State of Tennessee	0.30%	\$5,599.28	
Checking	Peoples State Bank of Commerce	0.00%	\$188.47	
Savings	Peoples State Bank of Commerce	0.81%	\$391,648.75	
State Street Aid Total:				\$397,436.50
County School:				
County 30%	Peoples State Bank of Commerce	0.00%	\$478.56	
County 30%	Peoples State Bank of Commerce	0.81%	\$186,116.50	
County School Fund Total				\$ 186,595.06
Debt Service:				
Debt Servic	Peoples State Bank of Commerce	0.00%	\$0.00	
Debt Servic	Peoples State Bank of Commerce	0.81%	\$947,210.55	
Debt Service Fund Total				\$ 947,210.55
			Total Cash On Hand	\$11,550,199.29

Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
110-410-41000	0.00	10,468.68	344,922.00	374,081.51	(8.45%)
110-410-41140	0.00	231.19	5,000.00	2,476.63	50.47%
110-410-42300	0.00	63.53	500.00	318.99	36.20%
110-410-42500	0.00	31,178.93	405,000.00	381,160.44	5.89%
110-410-42540	0.00	5,906.43	65,000.00	56,335.87	13.33%
110-410-42550	0.00	9,648.66	85,000.00	80,002.18	5.88%
110-410-42670	0.00	1,657.07	60,000.00	35,107.99	41.49%
110-410-42680	0.00	4,641.66	93,000.00	82,668.08	11.11%
110-410-42910	0.00	0.00	1,800.00	1,800.00	0.00%
110-410-42920	0.00	0.00	6,920.00	2,920.00	57.80%
110-410-44310	0.00	49,364.33	599,168.00	513,489.23	14.30%
110-410-44320	0.00	0.00	82,649.05	82,649.05	0.00%
110-410-44330	0.00	1,808.52	3,968.00	3,874.99	2.34%
110-410-44340	0.00	3,635.54	21,600.00	24,908.39	(15.32%)
110-410-44370	0.00	1,345.46	16,268.80	13,105.67	19.44%
110-410-44500	0.00	23,334.53	90,867.20	70,437.28	22.48%
110-410-44541	0.00	0.00	1,000.00	0.00	100.00%
110-410-44610	0.00	17.10	150.00	183.66	(22.44%)
110-410-45600	0.00	2,188.39	20,000.00	20,273.71	(1.37%)
110-410-45640	0.00	(142.80)	0.00	(142.80)	0.00%
110-410-45644	0.00	(400.00)	0.00	0.00	0.00%
110-410-45670	0.00	0.00	51.15	51.15	0.00%
110-410-45675	0.00	6,800.00	21,950.00	14,600.00	33.49%
110-410-45695	0.00	0.00	600.00	253.58	57.74%
Total GENERAL GOVERNMENT Revenues	0.00	151,747.22	1,925,414.20	1,760,555.60	8.56%
ENGINEERING Revenues					
110-420-43010	0.00	30,373.51	335,752.00	360,311.65	(7.31%)
110-420-43011	0.00	539.00	6,000.00	5,688.30	5.20%
110-420-43012	0.00	600.00	5,625.00	6,850.00	(21.78%)
110-420-43015	0.00	40.00	100.00	6,367.00	(6267.00%)
110-420-43030	0.00	1,799.00	17,800.00	18,660.00	(4.83%)
110-420-43035	0.00	500.00	20,000.00	21,400.00	(7.00%)
110-420-43040	0.00	2,100.00	30,000.00	24,900.00	17.00%
110-420-43050	0.00	1,000.00	4,000.00	2,298.42	42.54%
110-420-43060	0.00	1,279.00	12,000.00	16,953.63	(41.28%)
110-420-43080	0.00	0.00	4,225.00	5,350.00	(26.63%)
110-420-43090	0.00	700.00	3,850.00	5,200.00	(35.06%)
110-420-43095	0.00	1,895.00	29,696.00	30,623.50	(3.12%)
110-420-43100	0.00	600.00	9,500.00	3,700.49	61.05%
110-420-43120	0.00	0.00	650.00	625.00	3.85%
110-420-43130	0.00	850.00	200.00	900.00	(350.00%)
110-420-44513	0.00	1,290.64	15,184.00	14,054.74	7.44%
110-420-45645	0.00	185.00	1,000.00	672.00	32.80%
Total ENGINEERING Revenues	0.00	43,751.15	495,582.00	524,554.73	(5.85%)

Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
POLICE Revenues					
110-430-45680 POLICE GRANTS & DONATIONS	0.00	608.53	20,305.00	9,452.16	53.45%
110-430-46000 OFFICER COURT FEE	0.00	467.40	4,500.00	5,227.09	(16.16%)
110-430-47000 COURT COSTS	0.00	12,407.50	135,000.00	107,596.00	20.30%
Total POLICE Revenues	0.00	13,483.43	159,805.00	122,275.25	23.48%
Total GENERAL FUND Revenues	0.00 \$	208,981.80 \$	2,580,801.20 \$\$	2,407,385.58	6.72%
Expenditures					
BOMA Expenditures					
110-400-51100 SALARIES	0.00 \$	1,500.00 \$	19,250.00 \$\$	16,250.00	15.58%
110-400-51400 EMPLOYER CONTRIBUTIONS	0.00	114.76	1,472.63	1,243.25	15.58%
110-400-52000 CONTRACTUAL SERVICES	0.00	0.00	1,500.00	1,500.00	0.00%
110-400-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	6,771.00	5,050.36	25.41%
110-400-52360 PUBLIC RELATIONS/SPECIAL EVENTS	0.00	0.00	5,500.00	5,244.46	4.65%
110-400-52400 CELLULAR TELEPHONE	0.00	49.75	660.00	516.87	21.69%
110-400-52500 PROFESSIONAL SERVICES	0.00	0.00	5,200.00	4,900.00	5.77%
110-400-52520 LEGAL SERVICES	0.00	3,767.50	32,400.00	28,067.50	13.37%
110-400-52800 TRAVEL	0.00	20.00	2,000.00	1,013.45	49.33%
110-400-53100 OFFICE SUPPLIES AND MATERIALS	0.00	237.99	0.00	237.99	0.00%
110-400-55100 LIABILITY INSURANCE	0.00	0.00	3,037.00	3,036.91	0.00%
110-400-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	120.00	120.03	(0.03%)
110-400-57330 EMPLOYEE APPRECIATION	0.00	0.00	3,800.00	3,346.94	11.92%
110-400-57710 TREES N TRAILS	0.00	0.00	1,000.00	0.00	100.00%
110-400-57720 ECONOMIC DEVELOPMENT	0.00	0.00	35,728.00	15,727.00	55.98%
110-400-57740 TOURISM	0.00	0.00	1,100.00	1,000.00	9.09%
110-400-57760 TOWN EVENTS	0.00	1,336.00	28,690.00	4,079.07	85.78%
110-400-57880 OTHER BOMA/EMPLOYEE SERVICE	0.00	66.63	4,000.00	3,061.66	23.46%
Total BOMA Expenditures	0.00	7,092.63	152,228.63	94,395.49	37.99%
GENERAL GOVERNMENT Expenditures					
110-410-51100 SALARIES	0.00	14,184.30	210,000.00	160,474.79	23.58%
110-410-51400 EMPLOYER CONTRIBUTIONS	0.00	1,023.04	16,064.70	11,986.26	25.39%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	0.00	2,441.02	29,137.92	24,367.20	16.37%
110-410-51430 EMPLOYEE RETIREMENT PLAN	0.00	351.76	5,208.00	3,766.75	27.67%
110-410-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	360.00	260.58	27.62%
110-410-52110 POSTAGE BOX RENT ETC	0.00	(42.05)	1,200.00	742.41	38.13%
110-410-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	750.00	361.62	51.78%
110-410-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	5,500.00	3,986.06	27.53%
110-410-52400 CELLULAR TELEPHONE	0.00	133.20	1,700.00	1,416.09	16.70%
110-410-52500 PROFESSIONAL SERVICES	0.00	0.00	4,800.00	4,800.00	0.00%
110-410-52600 REPAIR AND MAINTENANCE SERVICES	0.00	51.37	3,000.00	2,770.23	7.66%
110-410-52800 TRAVEL	0.00	342.24	4,000.00	3,315.86	17.10%
110-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00	139.91	2,000.00	1,880.82	5.96%
110-410-55100 LIABILITY INSURANCE	0.00	0.00	3,037.00	3,036.94	0.00%
110-410-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	933.00	933.29	(0.03%)
110-410-55510 TRUSTEE FEES	0.00	214.56	10,000.00	8,125.91	18.74%
110-410-55900 50% STATE MIXED DRINK TAX	0.00	5,567.25	10,800.00	12,454.19	(15.32%)

Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-410-57760 TOWN EVENTS	0.00	0.00	0.00	2,500.00	0.00%
110-410-57800 MOVING EXPENSES	0.00	0.00	1,283.01	1,283.01	0.00%
Total GENERAL GOVERNMENT Expenditures	0.00	24,406.60	309,773.63	248,462.01	19.79%
COURT Expenditures					
110-415-51100 SALARIES	0.00	5,629.27	79,537.21	61,271.32	22.97%
110-415-51400 EMPLOYER CONTRIBUTIONS	0.00	420.63	6,084.60	4,677.15	23.13%
110-415-51420 HOSPITAL AND HEALTH INSURANCE	0.00	713.51	8,568.96	7,127.60	16.82%
110-415-51430 EMPLOYEE RETIREMENT PLAN	0.00	74.24	970.82	839.02	13.58%
110-415-51470 UNEMPLOYMENT INSURANCE	0.00	16.35	180.00	164.17	8.79%
110-415-51650 COURT COSTS	0.00	0.00	171.50	0.00	100.00%
110-415-52110 POSTAGE BOX RENT ETC	0.00	49.00	150.00	105.67	29.55%
110-415-52600 REPAIR AND MAINTENANCE SERVICES	0.00	73.71	2,651.00	1,644.04	37.98%
110-415-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	300.00	265.44	11.52%
110-415-55100 LIABILITY INSURANCE	0.00	0.00	3,037.00	3,036.94	0.00%
110-415-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	214.00	213.50	0.23%
Total COURT Expenditures	0.00	6,976.71	101,865.09	79,344.85	22.11%
ENGINEERING Expenditures					
110-420-51100 SALARIES	0.00	6,327.34	87,688.38	69,850.74	20.34%
110-420-51400 EMPLOYER CONTRIBUTIONS	0.00	474.03	6,708.16	5,333.56	20.49%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	0.00	713.51	8,568.96	7,127.60	16.82%
110-420-51430 EMPLOYEE RETIREMENT PLAN	0.00	156.92	2,174.67	1,748.80	19.58%
110-420-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	90.00	90.01	(0.01)%
110-420-52110 POSTAGE BOX RENT ETC	0.00	0.00	25.00	0.00	100.00%
110-420-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	750.00	321.20	57.17%
110-420-52350 MEMBERSHIPS REGISTRATION FEES	0.00	(1,176.00)	655.00	535.00	18.32%
110-420-52540 ARCHITECTURAL AND ENGINEERING	0.00	1,176.00	15,000.00	16,366.00	(9.11)%
110-420-52600 REPAIR AND MAINTENANCE SERVICES	0.00	78.30	1,644.00	1,261.03	23.30%
110-420-52800 TRAVEL	0.00	0.00	100.00	0.00	100.00%
110-420-53100 OFFICE SUPPLIES AND MATERIALS	0.00	2.37	250.00	182.88	26.85%
110-420-55100 LIABILITY INSURANCE	0.00	0.00	3,037.00	3,036.94	0.00%
110-420-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	515.00	514.95	0.01%
110-420-57915 MS4	0.00	0.00	28,640.00	18,031.78	37.04%
Total ENGINEERING Expenditures	0.00	7,752.47	155,846.17	124,400.49	20.18%
PLANNING Expenditures					
110-425-51100 SALARIES	0.00	6,528.78	90,479.89	72,141.58	20.27%
110-425-51400 EMPLOYER CONTRIBUTIONS	0.00	489.47	6,921.71	5,508.94	20.41%
110-425-51420 HOSPITAL AND HEALTH INSURANCE	0.00	706.79	8,568.96	8,463.02	1.24%
110-425-51430 EMPLOYEE RETIREMENT PLAN	0.00	161.92	2,243.90	1,803.80	19.61%
110-425-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	107.92	116.99	(8.40)%
110-425-52110 POSTAGE BOX RENT ETC	0.00	26.26	250.00	177.43	29.03%
110-425-52310 PUBLICATION OF LEGAL NOTICES	0.00	29.40	500.00	333.34	33.33%
110-425-52350 MEMBERSHIPS REGISTRATION FEES	0.00	508.00	1,795.00	508.00	71.70%
110-425-52500 PROFESSIONAL SERVICES	0.00	0.00	2,800.00	2,800.00	0.00%
110-425-52540 ARCHITECTURAL AND ENGINEERING	0.00	1,370.60	112,350.00	57,564.40	48.76%
110-425-52570 PLANNING AND ZONING SERVICES	0.00	0.00	75.00	68.00	9.33%
110-425-52600 REPAIR AND MAINTENANCE SERVICES	0.00	78.29	1,350.00	1,261.03	6.59%

Town of Nolensville
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 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-425-52800 TRAVEL	0.00	0.00	2,000.00	0.00	100.00%
110-425-53100 OFFICE SUPPLIES AND MATERIALS	0.00	22.36	1,000.00	698.30	30.17%
110-425-55100 LIABILITY INSURANCE	0.00	0.00	3,037.00	3,036.94	0.00%
110-425-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	531.00	530.60	0.08%
110-425-57920 REIMBURSABLE ENGINEER SERVICE	0.00	175.00	1,000.00	728.00	27.20%
Total PLANNING Expenditures	0.00	10,096.87	235,010.38	155,740.37	33.73%
CODES Expenditures					
110-428-51100 SALARIES	0.00	6,824.40	93,925.65	76,892.82	18.13%
110-428-51370 CODES UNIFORMS	0.00	0.00	250.00	125.00	50.00%
110-428-51400 EMPLOYER CONTRIBUTIONS	0.00	502.06	7,185.31	5,862.32	18.41%
110-428-51420 HOSPITAL AND HEALTH INSURANCE	0.00	1,427.02	17,137.92	12,866.43	24.92%
110-428-51430 EMPLOYEE RETIREMENT PLAN	0.00	169.24	2,329.36	1,901.31	18.38%
110-428-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	185.00	195.50	(5.68%)
110-428-52110 POSTAGE BOX RENT ETC	0.00	0.00	98.00	50.16	48.82%
110-428-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	410.00	445.00	(8.54%)
110-428-52540 ARCHITECTURAL AND ENGINEERING	0.00	75.00	2,300.00	2,171.25	5.60%
110-428-52600 REPAIR AND MAINTENANCE SERVICES	0.00	78.29	2,850.00	2,136.03	25.05%
110-428-52610 REPAIR AND MAINTENANCE MOTOR	0.00	0.00	250.00	114.17	54.33%
110-428-52800 TRAVEL	0.00	0.00	0.00	27.44	0.00%
110-428-53100 OFFICE SUPPLIES AND MATERIALS	0.00	128.58	1,000.00	833.97	16.60%
110-428-53310 VEHICLE GAS	0.00	49.00	1,000.00	698.99	30.10%
110-428-55100 LIABILITY INSURANCE	0.00	0.00	3,392.00	3,392.24	(0.01%)
110-428-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	3,578.00	3,577.11	0.02%
Total CODES Expenditures	0.00	9,253.59	135,891.24	111,289.74	18.10%
POLICE Expenditures					
110-430-51100 SALARIES	0.00	24,269.87	393,422.86	297,895.98	24.28%
110-430-51130 OVERTIME SALARIES	0.00	433.79	5,000.00	3,985.80	20.28%
110-430-51360 POLICE CLOTHING/UNIFORMS	0.00	214.22	10,135.00	4,495.31	55.65%
110-430-51400 EMPLOYER CONTRIBUTIONS	0.00	1,785.18	30,096.85	22,989.36	23.62%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	0.00	4,994.57	69,899.82	54,844.49	21.54%
110-430-51430 EMPLOYEE RETIREMENT PLAN	0.00	601.41	9,622.97	7,498.54	22.08%
110-430-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	990.00	819.15	17.26%
110-430-52000 CONTRACTUAL SERVICES	0.00	2,000.00	8,000.00	8,000.00	0.00%
110-430-52110 POSTAGE BOX RENT ETC	0.00	0.00	100.00	52.87	47.13%
110-430-52200 PRINTING/DUPLICATION	0.00	0.00	2,000.00	1,903.95	4.80%
110-430-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	100.00	0.00	100.00%
110-430-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	2,533.00	2,338.00	7.70%
110-430-52355 TRAINING AND AMMUNITION	0.00	0.00	4,650.00	3,615.78	22.24%
110-430-52360 PUBLIC RELATIONS/SPECIAL EVENTS	0.00	0.00	1,150.00	830.50	27.78%
110-430-52400 CELLULAR TELEPHONE	0.00	64.12	645.00	513.18	20.44%
110-430-52450 TELEPHONE AND OTHER	0.00	279.45	4,039.00	3,445.01	14.71%
110-430-52500 PROFESSIONAL SERVICES	0.00	0.00	3,430.00	1,630.50	52.46%
110-430-52590 EMERGENCY NOTIFICATION	0.00	2,595.60	4,115.60	4,115.60	0.00%
110-430-52600 REPAIR AND MAINTENANCE SERVICES	0.00	341.39	5,000.00	4,316.03	13.68%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	0.00	490.31	17,500.00	13,676.23	21.85%
110-430-52800 TRAVEL	0.00	0.00	1,300.00	1,181.02	9.15%
110-430-53100 OFFICE SUPPLIES AND MATERIALS	0.00	71.25	1,200.00	1,124.67	6.28%

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 For GENERAL FUND (110)
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110-430-53110 EVIDENCE SUPPLIES & EQUIPMENT	0.00	0.00	500.00	435.17	12.97%
110-430-53290 OTHER OPERATING SUPPLIES	0.00	0.00	500.00	424.76	15.05%
110-430-53310 VEHICLE GAS	0.00	795.07	20,000.00	12,110.15	39.45%
110-430-55100 LIABILITY INSURANCE	0.00	0.00	19,450.00	19,450.16	0.00%
110-430-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	15,229.00	15,229.20	0.00%
110-430-59000 CAPITAL OUTLAY	0.00	0.00	6,300.00	6,292.05	0.13%
Total POLICE Expenditures	0.00	38,936.23	636,909.10	493,213.46	22.56%
FIRE Expenditures					
110-440-52000 CONTRACTUAL SERVICES	0.00	14,027.14	155,825.00	121,520.89	22.01%
Total FIRE Expenditures	0.00	14,027.14	155,825.00	121,520.89	22.01%
STREET Expenditures					
110-450-51100 SALARIES	0.00	9,502.30	130,000.00	95,945.95	26.20%
110-450-51130 OVERTIME SALARIES	0.00	0.00	600.00	167.67	72.06%
110-450-51350 PUBLIC WORKS UNIFORMS	0.00	69.82	600.00	78.81	86.87%
110-450-51400 EMPLOYER CONTRIBUTIONS	0.00	751.58	9,945.00	7,377.42	25.82%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	0.00	1,427.02	17,662.08	14,182.18	19.70%
110-450-51430 EMPLOYEE RETIREMENT PLAN	0.00	217.71	2,265.85	1,752.13	22.67%
110-450-51470 UNEMPLOYMENT INSURANCE	0.00	49.41	540.00	375.79	30.41%
110-450-52000 CONTRACTUAL SERVICES	0.00	0.00	8,368.81	8,368.81	0.00%
110-450-52100 COMMUNICATION AND	0.00	1,403.25	1,439.00	1,403.25	2.48%
110-450-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	870.00	269.00	69.08%
110-450-52410 ELECTRIC	0.00	32.27	750.00	324.10	56.79%
110-450-52420 WATER	0.00	0.00	75.00	0.00	100.00%
110-450-52470 STREET LIGHTING (ELECTRIC AND	0.00	331.90	4,200.00	3,469.86	17.38%
110-450-52490 SNOW REMOVAL	0.00	0.00	7,500.00	5,436.00	27.52%
110-450-52500 PROFESSIONAL SERVICES	0.00	0.00	250.00	250.00	0.00%
110-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00	44.99	1,000.00	803.22	19.68%
110-450-52610 REPAIR AND MAINTENANCE MOTOR	0.00	582.17	5,369.00	4,404.98	17.96%
110-450-52620 REPAIR AND MAINTENANCE OTHER	0.00	117.91	3,500.00	1,865.58	46.70%
110-450-52640 REPAIR AND MAINTENANCE TRAFFIC	0.00	0.00	200.00	3.98	98.01%
110-450-52650 REPAIR AND MAINTENANCE	0.00	150.00	2,000.00	542.83	72.86%
110-450-52660 REPAIR AND MAINTENANCE BUILINGS	0.00	231.97	1,100.00	231.97	78.91%
110-450-52690 REPAIR AND MAINTENANCE SIDEWALKS	0.00	0.00	1,400.00	0.00	100.00%
110-450-52800 TRAVEL	0.00	0.00	500.00	0.00	100.00%
110-450-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	100.00	20.56	79.44%
110-450-53120 SMALL ITEMS OF EQUIPMENT	0.00	245.00	3,000.00	2,659.94	11.34%
110-450-53310 VEHICLE GAS	0.00	251.33	7,500.00	3,897.55	48.03%
110-450-53420 SIGN PARTS AND SUPPLIES	0.00	0.00	1,000.00	449.26	55.07%
110-450-55100 LIABILITY INSURANCE	0.00	0.00	6,313.00	6,313.34	(0.01%)
110-450-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	2,474.00	2,473.83	0.01%
110-450-57700 GRANTS	0.00	0.00	2,000.00	0.00	100.00%
110-450-59320 DRAINAGE IMPROVEMENT	0.00	0.00	4,000.00	0.00	100.00%
Total STREET Expenditures	0.00	15,408.63	226,521.74	163,068.01	28.01%
BUILDING Expenditures					
110-460-51100 SALARIES	0.00	363.77	6,566.53	4,537.42	30.90%
110-460-51400 EMPLOYER CONTRIBUTIONS	0.00	27.83	502.34	347.10	30.90%

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 For GENERAL FUND (110)
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Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-460-51470 UNEMPLOYMENT INSURANCE	0.00	3.64	65.67	45.39	30.88%
110-460-52410 ELECTRIC	0.00	1,855.04	42,000.00	29,307.18	30.22%
110-460-52420 WATER	0.00	110.98	2,800.00	2,551.71	8.87%
110-460-52440 GAS	0.00	40.51	500.00	398.98	20.20%
110-460-52450 TELEPHONE AND OTHER	0.00	1,110.89	13,500.00	11,045.49	18.18%
110-460-52600 REPAIR AND MAINTENANCE SERVICES	0.00	2,137.61	14,815.00	9,654.66	34.83%
110-460-52650 REPAIR AND MAINTENANCE	0.00	92.07	3,900.00	3,289.94	15.64%
110-460-53200 JANITORIAL SUPPLIES	0.00	202.46	8,000.00	4,863.66	39.20%
110-460-53230 LANDSCAPING	0.00	212.13	4,000.00	729.30	81.77%
110-460-55100 LIABILITY INSURANCE	0.00	0.00	5,869.00	5,868.59	0.01%
110-460-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	344.00	344.49	(0.14%)
110-460-59000 CAPITAL OUTLAY	0.00	0.00	12,500.00	6,579.00	47.37%
Total BUILDING Expenditures	0.00	6,156.93	115,362.54	79,562.91	31.03%
Total GENERAL FUND Expenditures	0.00	\$ 140,107.80	\$ 2,225,233.52	\$ 1,670,998.22	24.91%
GENERAL FUND Excess of Revenues Over Expenditures	\$ 0.00	\$ 68,874.00	\$ 355,567.68	\$ 736,387.36	\$ (107.10%)

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Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget
 For STATE STREET FUND (120)
 For the Fiscal Period 2016-10 Ending April 30, 2016

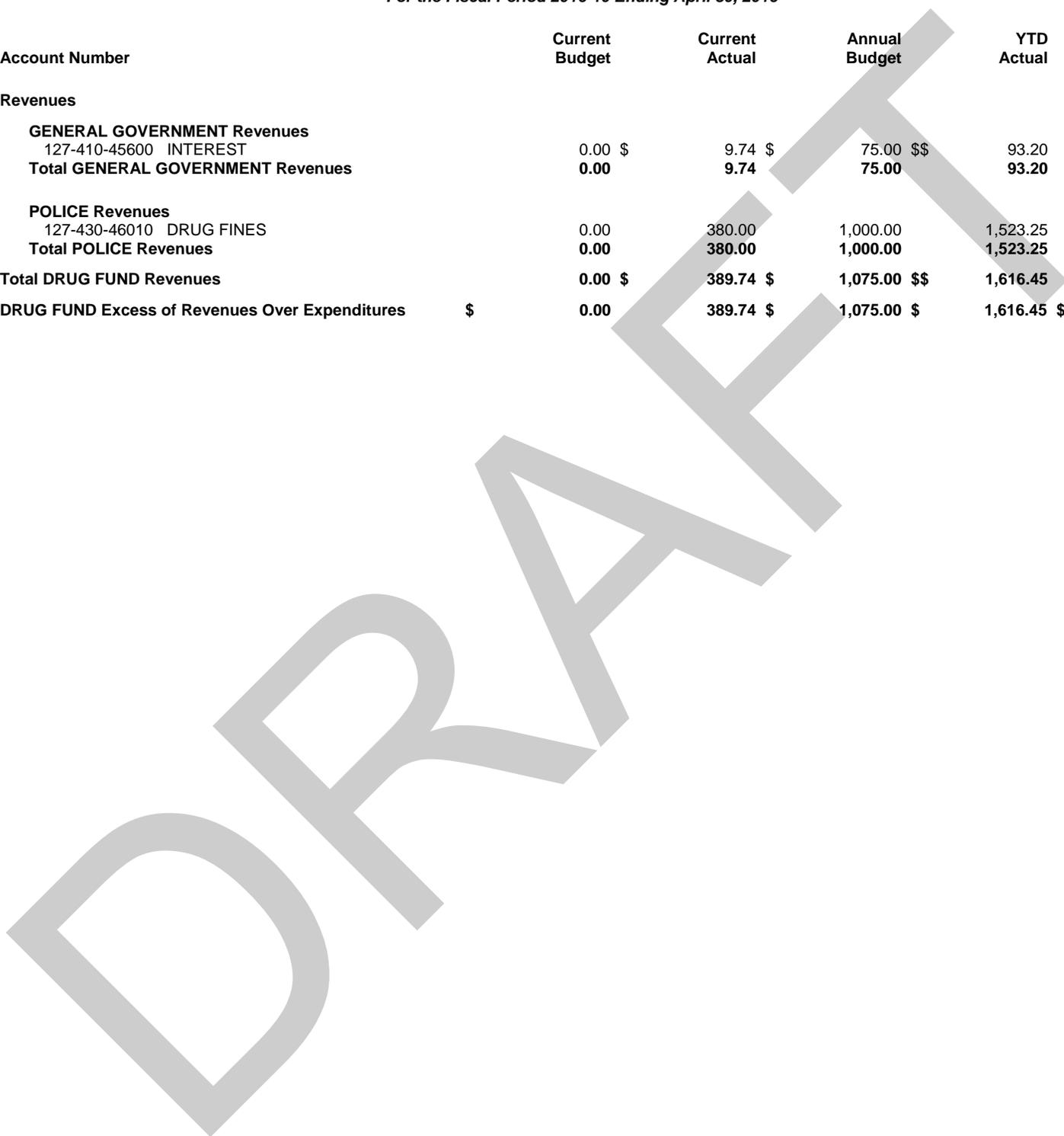
Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
STREET Revenues					
120-450-44350 STATE HIGHWAY AND STREET FUNDS	0.00 \$	3,049.77 \$	43,806.72 \$\$	35,788.17	18.30%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	0.00	10,516.19	143,800.32	120,031.39	16.53%
120-450-44400 STATE 1989 INCREASE	0.00	1,643.19	20,712.96	19,282.35	6.91%
120-450-45600 INTEREST	0.00	254.21	1,700.00	2,073.61	(21.98%)
Total STREET Revenues	0.00	15,463.36	210,020.00	177,175.52	15.64%
Total STATE STREET FUND Revenues	0.00 \$	15,463.36 \$	210,020.00 \$\$	177,175.52	15.64%
Expenditures					
STREET Expenditures					
120-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00 \$	0.00 \$	3,600.00 \$\$	2,100.00	41.67%
120-450-52680 REPAIR AND MAINTENANCE ROADS	0.00	909.00	385,000.00	22,650.93	94.12%
Total STREET Expenditures	0.00	909.00	388,600.00	24,750.93	93.63%
Total STATE STREET FUND Expenditures	0.00 \$	909.00 \$	388,600.00 \$\$	24,750.93	93.63%
STATE STREET FUND Excess of Revenues Over	\$ 0.00	14,554.36 \$	(178,580.00) \$	152,424.59 \$	185.35%

Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget
 For IMPACT FEE (125)
 For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
125-410-45600 INTEREST	0.00 \$	2,549.42 \$	20,000.00 \$\$	23,966.72	(19.83%)
Total GENERAL GOVERNMENT Revenues	0.00	2,549.42	20,000.00	23,966.72	(19.83%)
ENGINEERING Revenues					
125-420-44515 IMPACT FEES	0.00	48,399.00	569,400.00	529,900.16	6.94%
125-420-44517 IMPACT FEE-25%	0.00	16,133.00	189,800.00	170,820.00	10.00%
125-420-44518 IMPACT FEE 25%-COMMERCIAL	0.00	0.00	0.00	5,813.48	0.00%
Total ENGINEERING Revenues	0.00	64,532.00	759,200.00	706,533.64	6.94%
Total IMPACT FEE Revenues	0.00 \$	67,081.42 \$	779,200.00 \$\$	730,500.36	6.25%
Expenditures					
STREET Expenditures					
125-450-53450 SUNSET ROAD WIDENING	0.00 \$	0.00 \$	145,750.00 \$\$	46,713.01	67.95%
Total STREET Expenditures	0.00	0.00	145,750.00	46,713.01	67.95%
Total IMPACT FEE Expenditures	0.00 \$	0.00 \$	145,750.00 \$\$	46,713.01	67.95%
IMPACT FEE Excess of Revenues Over Expenditures	\$ 0.00	67,081.42 \$	633,450.00 \$	683,787.35 \$	(7.95%)

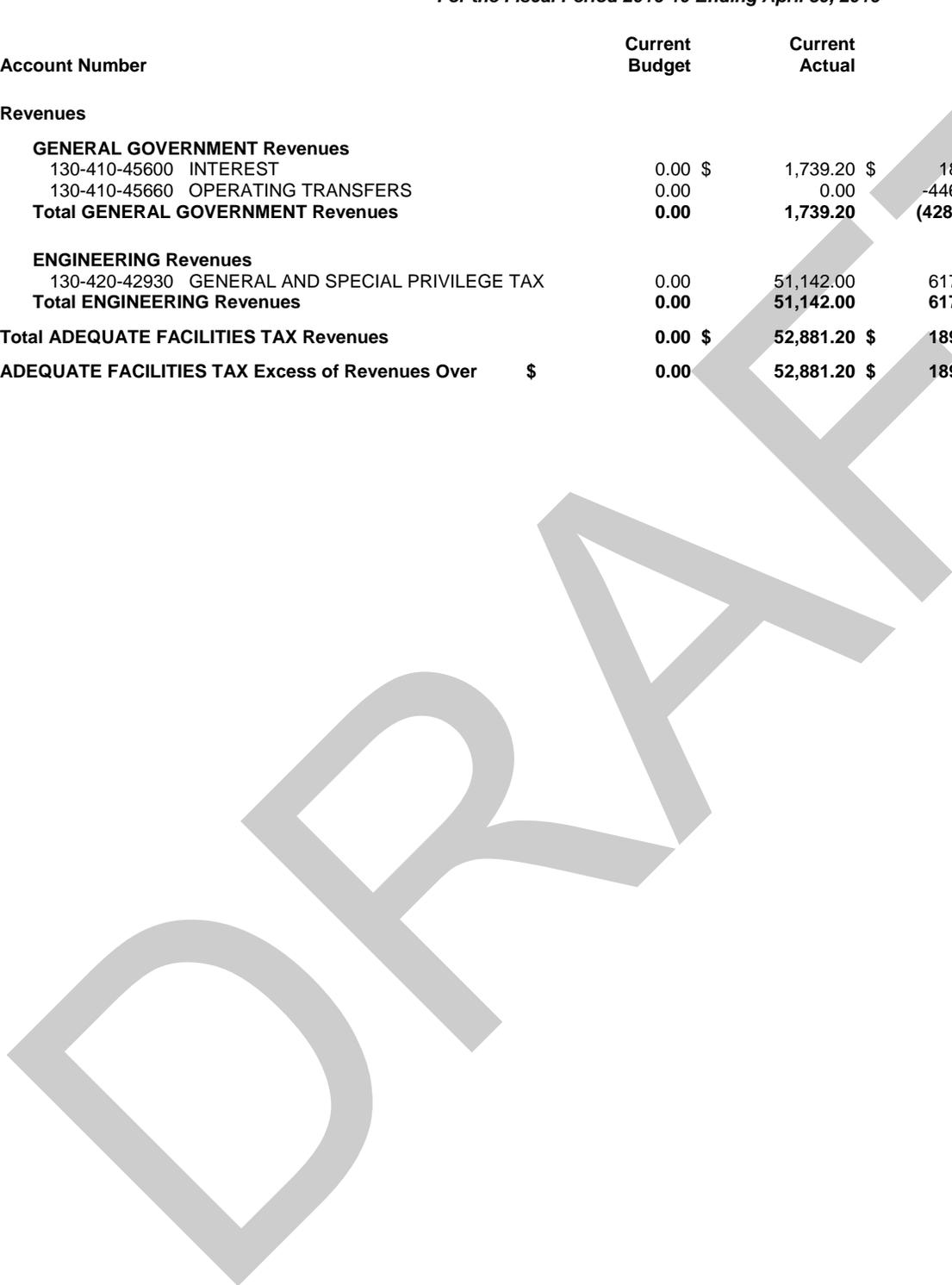
Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget
 For DRUG FUND (127)
 For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
127-410-45600 INTEREST	0.00 \$	9.74 \$	75.00 \$\$	93.20	(24.27%)
Total GENERAL GOVERNMENT Revenues	0.00	9.74	75.00	93.20	(24.27%)
POLICE Revenues					
127-430-46010 DRUG FINES	0.00	380.00	1,000.00	1,523.25	(52.33%)
Total POLICE Revenues	0.00	380.00	1,000.00	1,523.25	(52.33%)
Total DRUG FUND Revenues	0.00 \$	389.74 \$	1,075.00 \$\$	1,616.45	(50.37%)
DRUG FUND Excess of Revenues Over Expenditures	\$ 0.00	\$ 389.74	\$ 1,075.00	\$ 1,616.45	(50.37%)



Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
Revised Budget
For ADEQUATE FACILITIES TAX (130)
For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
130-410-45600 INTEREST	0.00 \$	1,739.20 \$	18,000.00 \$\$	16,895.49	6.14%
130-410-45660 OPERATING TRANSFERS	0.00	0.00	-446,150.00	(446,150.00)	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	1,739.20	(428,150.00)	(429,254.51)	(0.26%)
ENGINEERING Revenues					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	0.00	51,142.00	617,600.00	651,583.00	(5.50%)
Total ENGINEERING Revenues	0.00	51,142.00	617,600.00	651,583.00	(5.50%)
Total ADEQUATE FACILITIES TAX Revenues	0.00 \$	52,881.20 \$	189,450.00 \$\$	222,328.49	(17.35%)
ADEQUATE FACILITIES TAX Excess of Revenues Over \$	0.00	52,881.20 \$	189,450.00 \$	222,328.49 \$	(17.35%)



Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget
 For WILLIAMSON COUNTY 30% TAX (135)
 For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
135-410-44525 WILLIAMSON COUNTY 30% SCHOOL TAX	0.00 \$	12,120.69 \$	100,000.00 \$\$	97,742.21	2.26%
135-410-45600 INTEREST	0.00	198.91	2,000.00	2,327.32	(16.37%)
135-410-45691 SMALL TOWN CONNECTION GRANT	0.00	26,220.00	909,600.00	26,220.00	97.12%
135-410-45692 SRTS GRANT	0.00	0.00	235,160.00	0.00	100.00%
Total GENERAL GOVERNMENT Revenues	0.00	38,539.60	1,246,760.00	126,289.53	89.87%
Total WILLIAMSON COUNTY 30% TAX Revenues	0.00 \$	38,539.60 \$	1,246,760.00 \$\$	126,289.53	89.87%
Expenditures					
GENERAL GOVERNMENT Expenditures					
135-410-56995 SAFE ROUTE TO SCHOOL GRANT	0.00 \$	0.00 \$	235,160.00 \$\$	3,757.18	98.40%
135-410-59111 TRANSPROTATION ENHANCEMENT	0.00	220,743.55	1,145,096.00	262,233.55	77.10%
Total GENERAL GOVERNMENT Expenditures	0.00	220,743.55	1,380,256.00	265,990.73	80.73%
Total WILLIAMSON COUNTY 30% TAX Expenditures	0.00 \$	220,743.55 \$	1,380,256.00 \$\$	265,990.73	80.73%
WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$	0.00	(182,203.95) \$	(133,496.00) \$	(139,701.20) \$	(4.65%)

Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget
 For DEBT SERVICE (140)
 For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
140-410-45600 INTEREST	0.00 \$	609.90 \$	5,000.00 \$\$	5,861.52	(17.23%)
140-410-45660 OPERATING TRANSFERS	0.00	0.00	446,150.00	446,150.00	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	609.90	451,150.00	452,011.52	(0.19%)
Total DEBT SERVICE Revenues	0.00 \$	609.90 \$	451,150.00 \$\$	452,011.52	(0.19%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
140-410-55350 DEBT SERVICE	0.00 \$	4,533.88 \$	446,150.00 \$\$	40,310.94	90.96%
Total GENERAL GOVERNMENT Expenditures	0.00	4,533.88	446,150.00	40,310.94	90.96%
Total DEBT SERVICE Expenditures	0.00 \$	4,533.88 \$	446,150.00 \$\$	40,310.94	90.96%
DEBT SERVICE Excess of Revenues Over Expenditures	\$ 0.00	(3,923.98) \$	5,000.00 \$	411,700.58	\$(8134.01%)

Town of Nolensville
Statement of Revenue and Expenditures 5/11/2016 8:25am
 Revised Budget

For the Fiscal Period 2016-10 Ending April 30, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	0.00 \$	383,947.02 \$	5,458,456.20 \$	4,117,307.45 \$	24.57%
Total Expenditures	0.00 \$	366,294.23 \$	4,585,989.52 \$	2,048,763.83 \$	55.33%
Total Excess of Revenues Over Expenditures	0.00 \$	17,652.79 \$	872,466.68 \$	2,068,543.62 \$	(137.09%)

DRAFT

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TN 37135

RESOLUTION #16-17

A RESOLUTION TO RELEASE CK DEVELOPMENT FROM MAINTENANCE BONDING AND ACCEPT THE ROADS AND PUBLIC IMPROVEMENTS WITHIN BENT CREEK PHASE 6 SECTIONS 1A AND 1B FOR MAINTENANCE

WHEREAS, CK Development, developer of Bent Creek Phase 6 Section 1A, located on a portion of Falling Water Road and a portion of Sawmill Place, and Phase 6 Section 1B, located on a portion of Falling Water Road and a portion of Jersey Farm Road; and,

WHEREAS, the developer has dedicated ownership of various roads and requested to be released from Maintenance Bonding with acceptance by the Town for maintenance for the public improvements on a portion of Falling Water Road, a portion of Sawmill Place, and a portion of Jersey Farm Road; and,

WHEREAS, the Town of Nolensville Planning Commission met on April 12th, 2016, and is in agreement to release the Maintenance Bonds; and,

NOW THEREFORE, BE IT RESOLVED, that CK Development is released from Maintenance Bonding for the roads as outlined above and the Town accepts public improvements for maintenance.

Section 1. Maps are attached to this resolution for clarity.

RESOLVED this 2nd day of June 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

Exhibit Page 2

NOTES:

- Existing zoning **PLANNED DEVELOPMENT (PD)** (See Town Subdivision Regulations, §50)
- Minimum required setback lines:
Yard fronting on any street: 20'
Side yard: 5' (not including public street)
Rear yard: 15'
- Maneuver set out to be set 18' from 18' x 7' minimum size.
- Iron Red set out of Cdn.
- Owner: S & A Surveying, Inc.
2025 Columbia LLC
2025 Columbia LLC
1445 S.W. 22nd Street
Fort Lauderdale, FL 33304
Tel: 954.772.8242
- Surveyor: S & A Surveying, Inc.
DOB: 08/28/1978
Licensure No.: 14453-28-2200
- Setback and set-off lines determined are based on Tennessee State Flood Control System (NSFS) and HMO 68.
- This property is a portion of Fee Map 18, a portion of Parcel (S137).
- Builder shall provide landscaping at the rate of 1 (one) plant per unit per lot.
- All buildings shall be surface storm-water runoff shall not exceed a depth of 1 (one) inch.
- All lots shall be served by the Nolensville-College Creek Utility District (water) and Metro Water Services (sewer). Individual water and sewer services required for each lot.
- Excavation and settlement control shall be installed by individual builders prior to the start of home construction.
- Property subject to the findings of an accurate site search. No title work furnished to surveyor prior to survey.
- Development of this section shall comply to regulations of the Town of Nolensville, TN including the percentage of lot coverage, lot-to-lot distance and driveway placement.
- All open spaces to be designated as Public Utilities and Drainage Easements unless otherwise noted.
- Sanitary Sewer has not been designed to service lots with basement homes. The lot owner shall confirm sewer service entrance prior to home construction. It will be the responsibility of the lot owner to provide adequate facilities for sewer service to basement lots.
- Being a portion of Fee Map 1801, Page 230, R.O.W.C.
- Except as shown, no part of the Property to be located in a 100-year Flood Plain or in a Modified "100-year area" as defined pursuant to the Flood Disaster Prevention Act of 1973, as amended, as reflected by Flood Insurance Rate Map #1704000201R, dated 06/29/2006, which may vary from the area in which the Property is located.
- All of the drawings in this subdivision shall be equipped with an approved automatic fire sprinkler system in accordance with the Town of Nolensville ordinances.
- All conditions approved for this PD by the Town of Nolensville must be adhered to.
- Location of utilities as shown on plan are per design, not actual; the exact location of any installed utility is not the responsibility, nor the liability of S & A Surveying or its agents.
- Prior to the issuance of a building permit for a residential lot with a slope of 10% or greater, a plan shall be prepared by a Licensed Professional Engineer for approval by the Town Engineer showing existing topographic information from field and aerial data, boundary and setback lines, utility and drainage easements, existing and proposed drainage plans, elevations, notes to be connected to public drainage easements, existing and proposed drainage plans, elevations, notes to be connected to public drainage easements, and a 100-year Flood Plain. The engineer shall also provide a Flood Hazard Analysis Report including the finished floor elevations and finished grade of pavement for the drainage flow existing area to a maximum of four feet below and three to six inches above the drainage flow. The flow of introduction of water features has clear cutting of trees or grading of the lot shall be permitted until approval of the site plan by the Town Engineer.
- Detention of Concrete Conditions and Restrictions for Bent Creek, of record in Book 3422, page 804, and Order of Easement, of record in Book 3323, Page 923, as amended by the First Supplementary Declaration of Covenants, Conditions and Restrictions for Bent Creek, of record in Book 3488, Page 10, as amended by the Second Supplementary Declaration of Covenants, Conditions and Restrictions for Bent Creek, of record in Book 3474, Page 991, as amended by the Third Supplementary Declaration of Covenants, Conditions and Restrictions for Bent Creek, of record in Book 3501, Page 233, as amended by the Fourth Supplementary Declaration of Covenants, Conditions and Restrictions for Bent Creek, of record in Book 3501, Page 233, as amended by the Fifth Supplementary Declaration of Covenants, Conditions and Restrictions for Bent Creek, of record in Book 3550, Page 851, R.O.W.C.

LEGEND

- Alphabetic Property Line
- Subdivision Boundary Line
- Setback Line
- Building Setback Line
- Storm Water
- Sanitary Sewer Line
- Water Line
- Address
- Boundary
- Sanitary Sewer Manhole
- Street Light
- Corner Bench
- The Public
- Water Meter
- Set back Road
- Setback

CURVE TABLE

CURVE	RADIUS	LENGTH	CH BEARING	CH DISTANCE
C1	1250.00'	43.98'	S87°53'02" E	43.98'
C2	225.00'	55.99'	S22°21'37" W	55.99'
C3	225.00'	39.77'	S67°33'02" E	39.77'
C4	225.00'	56.17'	S67°33'02" E	56.17'
C5	1750.00'	45.86'	S22°20'18" W	45.83'

LINE TABLE

LINE	BEARING	DISTANCE
L15	S21°12'41" W	51.67'
L16	S25°28'47" W	51.64'
L17	S67°13'20" W	61.96'
L18	S88°14'42" E	69.83'
L19	S143°48' W	39.00'
L20	N102°04' W	58.92'
L21	N69°52'33" W	27.21'
L22	S73°02' E	10.00'
L23	S143°48' W	22.72'

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described herein as indicated in Book 3201, Page 525, R.O.W.C., Tennessee and that I (we) hereby dedicate this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and that effect of irrevocable dedication for all public streets, utilities and other facilities have been filed as required by these regulations. No other conditions or covenants shall be included, restricted, or otherwise approved by the Nolensville Planning Commission, and under no condition shall such map(s) be used to produce lots less than as provided by the restrictive covenants of record in Book 3357, Page 136 and 180, S.O.W.C., Tennessee, running with the title to the property.

Owner/Title: _____ Date: _____

WILLIAMSON COUNTY REGISTERS OFFICE

CERTIFICATION OF COMMON AREAS DEDICATION

Development in recording this plan has designated certain areas of land shown hereon as common areas for use by the homeowners who own lots in this subdivision. The above described areas are not dedicated for use by the general public, but are dedicated to the common use of the homeowners within the named subdivision. Declaration of Covenants and Restrictions, applicable to the above named subdivision, is hereby incorporated and made part of this plan.

Owner: _____ Date: _____

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described herein is a true and correct survey for the necessary requirements of that a survey bond has been posted with the Planning Commission to assure completion of all required sanitary sewer improvements in case of default. Also, I certify that the hydraulic design criteria specified in Section 5.5 and Section of the Nolensville Subdivision Regulations have been met.

Water System: _____
Home, Title, and Agency of Approving Agent: _____ Date: _____

CERTIFICATE OF PROVISION OF ELECTRICAL SERVICE

I hereby certify that the requirements set forth in rules, regulations, ordinances, policy and operational policies, post approval checklist and tree planting guidelines have been met for Bent Creek P.U.D. Phase 6, Section 1B. Any approved in all of lines contiguous upon continuing compliance with the aforementioned requirements.

Electric Provider: _____ Date: _____

FINAL SUBDIVISION PLAT
BENT CREEK, PHASE 6, SECTION 1B
 NOLENVILLE, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: 4.26
 ACRES NEW STREETS: 0.874
 CIVIL DISTRICT: 176
 SCALE: 1"=50'
 DATE: 4/25/13

TOTAL LOTS: 16
 FEET NEW STREETS: 776
 CLOSE ESTABLISH: 1-143,000-1
 DATE: 4/25/13

S & A Surveying, Inc.
 1445 S.W. 22nd Street
 Fort Lauderdale, Florida 33304
 Tel: 954.772.8242
 Fax: 954.772.8243

PROJ.: 12-001 REVISED: 4/25/13 SHEET 1 OF 1

BOARD OF MAYOR AND ALDERMEN
TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TN 37135

RESOLUTION #16-18

**A RESOLUTION TO RELEASE SAF PROPERTIES FROM MAINTENANCE
BONDING AND ACCEPT THE ROADS AND PUBLIC IMPROVEMENTS WITHIN
BRITTAIN DOWNS PHASE 2, SECTION 1 FOR MAINTENANCE**

WHEREAS, SAF Properties, developer of Brittain Downs, Phase 2, Section 1, located on a portion of Eden Rose Place and a portion of Queen Anne's Court, has constructed infrastructure within this phase; and,

WHEREAS, the developer has dedicated ownership of various roads and requested to be released from the Maintenance Bond with acceptance by the Town for maintenance for the public improvements on a portion of Eden Rose Place and a portion of Queen Anne's Court; and,

WHEREAS, the Town of Nolensville Planning Commission met on April 12th, 2016, and is in agreement to release the Maintenance Bond; and,

NOW THEREFORE, BE IT RESOLVED, that SAF Properties is released from the Maintenance Bond for the roads as outlined above and the Town accepts public improvements for maintenance.

Section 1. A map is attached to this resolution for clarity.

RESOLVED this 2nd day of June 2016.

Jimmy Alexander, Mayor

Passed: _____

Kali Mogul, Town Recorder

ORDINANCE NO. 16-04

An ordinance of the Town of Nolensville, Tennessee, adopting a budget for the fiscal year July 1, 2016 through June 30, 2017.

Be ordained by the Town of Nolensville, Tennessee, as follows:

SECTION 1. A budget consisting of the Available Funds and Appropriations listed in SECTION 2 and SECTION 3 below be adopted for the Fiscal Year July 1, 2016 through June 30, 2017.

SECTION 2. The Available Funds for said budget are as follows:

GENERAL FUND

Local Taxes	\$691,342	
Licenses and Permits	\$497,425	
Intergovernmental Revenue	\$1,259,696	
Fines and Fees	\$139,500	
Other Revenue	\$42,975	
Operating Transfer	\$0	
Fund Balance	\$3,287,095	
Total Available Funds - General Fund		\$5,918,033

STATE STREET AID

Intergovernmental Revenue	\$222,208	
Other Revenue	\$1,000,000	
Operating Transfer	\$83,834	
Fund Balance	\$78,758	
Total Available Funds - State Street Aid Fund		\$1,384,800

IMPACT FEE FUND

Licenses and Permits	\$759,200	
Other Revenue	\$5,000	
Fund Balance	\$3,830,247	
Total Available Funds - Impact Fee Fund		\$4,594,447

DRUG FUND

Fines	\$1,000	
Other Revenue	\$0	
Fund Balance	\$14,171	
Total Available Funds - Drug Fund		\$15,171

FACILITIES TAX FUND

Licenses and Permits	\$637,800	
Other Revenue	\$12,000	
Fund Balance	\$3,121,826	
Total Available Funds - Facilities Tax Fund		\$3,771,626

FACILITIES SCHOOL TAX FUND

Taxes	\$108,000	
Other Revenue	\$1,125,260	
Operating Transfer	\$0	
Fund Balance	\$192,800	
Total Available Funds - Facilities School Tax Fund		\$1,426,060

Total All Funds **\$17,110,137**

SECTION 3. Appropriations for said budget are as follows:

GENERAL FUND

General Government	\$1,126,753
Public Safety	\$1,215,936

Operating Transfer	\$83,834	
Total General Fund		\$2,426,522
STATE STREET AID		
Streets	\$1,384,800	
Total State Street Aid Fund		\$1,384,800
IMPACT FEE FUND		
Streets	\$3,270,000	
Total Impact Fee Fund		\$3,270,000
DRUG FUND		
Police	\$9,000	
Total Drug Fund		\$9,000
FACILITIES TAX FUND		
General	\$446,850	
Streets	\$0	
Public Safety	\$0	
Total Facilities Tax Fund		\$446,850
FACILITIES SCHOOL TAX FUND		
County Schools	\$1,312,033	
Total Facilities School Tax Fund		\$1,312,033
Total All Funds		\$8,849,205

- SECTION 4.** No appropriation listed above may be exceeded without appropriate ordinance action to amend budget.
- SECTION 5.** A detailed line-item financial plan shall be prepared in support of the budget
- SECTION 6.** All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balance.
- SECTION 7.** The appropriations of this budget shall become the appropriations for the next fiscal year until the budget for the next year has been adopted.
- SECTION 8.** The property tax for calendar year 2016-2017 is hereby assessed at \$0.15 per \$100 assessed valuation for the purpose of funding general operations of the town
- SECTION 9.** This ordinance shall take effect July 1, 2016, the public welfare requiring it.

 Jimmy Alexander, Mayor

 Kali Mogul, Town Recorder

Approved by Legal Counsel:

 Robert J. Notestine, III

Passed 1st Reading: _____

Passed 2nd Reading: _____

Public Hearing: _____

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 110 - GENERAL FUND

110 GENERAL FUND REVENUE	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
LOCAL TAXES			
Property Taxes	\$348,354	\$349,922	\$373,122
Alcohol Taxes	135,026	158,720	167,720
Cable and Gas Franchise	154,745	153,000	150,000
Penalty and Interest	658	500	500
Total Local Taxes	\$638,783	\$662,142	\$691,342
LICENSES AND PERMITS			
Licenses and Permits	\$656,636	\$495,582	\$497,425
Total Licenses and Permits	\$656,636	\$495,582	\$497,425
INTERGOVERNMENTAL REVENUE			
State Sales Tax	\$438,688	\$599,168	\$619,008
State Beer Tax	2,803	3,968	3,968
State Alcoholic Beverage Tax	27,700	21,600	21,600
State Street and Transit Funds	11,963	16,269	16,269
TVA Gross Receipts Tax	68,491	90,867	92,851
State Supplement	3,600	0	6,000
State Income Tax	82,649	82,649	75,000
Local Sales Taxes	373,346	405,000	420,000
State Grant	18,855	20,305	5,000
State Excise Tax	0	0	0
State Street Aid Appropriation	0	0	0
Total Intergovernmental Revenue	\$1,028,095	\$1,239,826	\$1,259,696
FINES AND FEES			
Fines and Fees	\$151,909	\$139,500	\$139,500
Total Fines and Fees	\$151,909	\$139,500	\$139,500
OTHER REVENUE			
Other Income	\$8,187	\$1,801	\$5,675
Donations	16,645	21,950	22,300
Interest Earnings	18,662	20,000	15,000
Total Other Revenue	\$43,494	\$43,751	\$42,975
TOTAL GENERAL FUND REVENUE	\$2,518,917	\$2,580,801	\$2,630,938
BEGINNING FUND BALANCE	\$2,194,396	\$2,928,915	\$3,287,095
OPERATING TRANSFER	\$0		\$0
TOTAL AVAILABLE FUNDS	\$4,713,313	\$5,509,716	\$5,918,033

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 110 - GENERAL FUND

110 GENERAL FUND EXPENDITURES	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
GENERAL GOVERNMENT			
ADMINISTRATION			
Personnel Costs	\$134,622	\$210,000	\$211,490
Payroll Taxes	10,521	16,065	16,179
Employee Benefits	27,366	34,706	36,849
Contractual Services	0		
Supplies	0	2,000	2,000
Election	0		
Rent	0	0	
Utilities	0		
Professional Services	22,933	16,083	14,800
Repair and Maintenance Services	1,867	3,000	3,095
Office Expense	8,547	3,650	3,820
Memberships, Dues and Subscriptions	2,589	5,500	3,636
Travel	1,024	4,000	2,650
Insurance	3,082	3,970	4,406
Town Events	0	0	
Miscellaneous	1,266	10,800	10,800
Subtotal	\$213,817	\$309,774	\$309,725
Capital Outlay	0	0	0
Debt Service	0		
Total Administration	\$213,817	\$309,774	\$309,725
COURT			
Personnel Costs	\$64,274	\$79,537	\$71,365
Payroll Taxes	4,917	6,085	5,459
Employee Benefits	9,638	9,720	9,774
Professional Services		172	0
Memberships, Dues and Subscriptions			350
Repair and Maintenance Services	2,612	2,651	3,335
Supplies	660	450	645
Travel		0	250
Insurance	2,866	3,251	3,576
Subtotal	\$84,967	101,866	94,754
Capital Outlay	0		0
Total Court	\$84,967	\$101,866	\$94,754
BOMA			
Personnel Costs	\$15,725	\$19,250	\$21,000
Payroll Taxes	1,203	1,473	1,607
Contractual Services	1,500	37,228	11,300
Election Costs	578	0	1,000
Memberships, Dues and Subscriptions		6,271	5,793
Professional Services	66,088	37,600	41,975
Office Expense	800	660	660
Town Events	27,966	28,690	32,022
Travel		2,000	1,500
Insurance	2,875	3,157	3,473
Miscellaneous	31,262	15,400	22,900
Subtotal	\$147,997	151,729	143,230
Capital Outlay			
Total BOMA	\$147,997	\$151,729	\$143,230

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 110 - GENERAL FUND

110 GENERAL FUND EXPENDITURES	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
BUILDING			
Personnel Costs	\$6,120	\$6,567	\$8,590
Payroll Taxes	468	502	657
Employee Benefits	61	66	86
Utilities	50188	58,800	59,700
Repair and Maintenance Services	18,375	22,715	23,739
Supplies	1578	8,000	5,150
Insurance	5610	6,213	6,854
Subtotal	\$82,400	102,863	104,776
Capital Outlay		12,500	23,045
Total Building	\$82,400	\$115,363	\$127,821
PUBLIC WORKS			
Personnel Costs	\$95,027	\$130,600	\$137,412
Payroll Taxes	7,270	9,945	10,413
Employee Benefits	10,172	20,468	20,719
Contractual Services	1,821	8,369	8,787
Memberships, Dues and Subscriptions	0	870	1,120
Utilities		825	1,360
Street Lighting	4437	4,200	4,320
Repair and Maintenance Services	10,242	13,200	11,323
Auto Expenses	5,968	12,869	11,800
Equipment Expenses		6,500	6,500
Signs		1,000	1,000
Supplies	14885	3,539	450
Insurance	7,623	8,787	9,877
Storm Water Drainage		4,000	4,000
Miscellaneous	190	1,350	2,260
Subtotal	\$157,635	226,522	231,341
Capital Outlay	32150	0	4,250
Total Public Works	\$189,785	\$226,522	\$235,591
PLANNING			
Personnel Costs	\$80,788	\$90,480	\$88,057
Payroll Taxes	6,155	6,922	6,736
Employee Benefits	10,418	10,911	10,956
Memberships, Dues and Subscriptions	1,065	1,795	1,795
Professional Services	32,536	116,725	98,400
Repair and Maintenance Services		1,350	2,348
Travel	29	2,000	2,000
Supplies & Maintenance	2,529	1,250	1,375
Insurance	3,161	3,568	3,963
Miscellaneous	457	0	0
Subtotal	\$137,138	235,001	215,630
Capital Outlay	0		0
Total Planning	\$137,138	\$235,001	\$215,630
Total General Government	\$856,104	\$1,140,255	\$1,126,753

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 110 - GENERAL FUND

110 GENERAL FUND EXPENDITURES	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
PUBLIC SAFETY			
POLICE OPERATIONS			
Personnel Costs	\$330,681	\$398,423	\$439,853
Payroll Taxes	25,297	30,097	33,228
Uniforms	5,890	10,135	9,500
Employee Benefits	71,944	80,513	98,070
Contractual Services	11,705	8,000	8,000
Professional Services		7,530	7,066
Auto Expenses	27,642	37,500	44,750
Memberships, Dues, Subscriptions and Training	610	7,183	8,848
Office Expense		1,800	2,650
Supplies & Maintenance	13,703	5,500	7,273
Utilities	3,422	4,684	4,924
Insurance	31,643	34,679	39,572
Miscellaneous	278	2,450	3,800
Subtotal	\$522,815	\$628,494	\$707,534
Capital Outlay	39,650	6,300	35,750
Debt Service	0		
Total Police Department	\$562,465	\$634,794	\$743,284
ENGINEERING DEPARTMENT			
Personnel Costs	\$79,342	\$87,688	\$85,340
Payroll Taxes	6,070	6,708	6,529
Employee Benefits	10,553	10,834	10,861
Memberships, Dues and Subscriptions	280	655	655
Supplies & Maintenance	1,678	1,919	2,788
Travel	100	100	100
Professional Services	28,287	44,390	39,390
Auto Expenses	0		
Insurance	3,219	3,552	3,965
Miscellaneous	180		
Subtotal	129,709	155,846	149,628
Capital Outlay	0		
Total Engineering Department	\$129,709	\$155,846	\$149,628
CODES AND BUILDING DEPARTMENT			
Personnel Costs	\$64,076	\$94,176	\$95,024
Payroll Taxes	4,902	7,185	7,250
Employee Benefits	9,612	19,662	19,795
Memberships, Dues and Subscriptions	410	410	205
Auto Expenses	180	1,000	1,980
Professional Services	844	2,300	2,500
Supplies & Maintenance	5,143	4,198	4,763
Insurance	4,395	6,970	6,031
Travel	436	0	550
Miscellaneous	168		
Subtotal	\$90,166	\$135,901	\$138,098
Capital Outlay	9454	0	16,600
Total Codes and Building Department	\$99,620	\$135,901	\$154,698
Total Fire Protection Operations	\$136,500	\$155,825	\$168,325
Total Public Safety	\$928,294	\$1,082,366	\$1,215,936
TOTAL GENERAL FUND EXPENDITURES	\$1,784,398	\$2,222,621	\$2,342,688

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 120 - STATE STREET AID FUND

120 STATE STREET AID	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
INTERGOVERNMENTAL REVENUE			
State Gasoline and Motor Fuel Taxes	\$153,868	\$208,320	\$222,208
Total Intergovernmental Revenue	\$153,868	\$208,320	\$222,208
OTHER REVENUE			
Loan Proceeds			\$1,000,000.00
Other	\$1,455	\$1,700	\$0
Total Other Revenue	\$1,455	\$1,700	\$1,000,000
TOTAL STATE STREET AID REVENUE	\$155,323	\$210,020	\$1,222,208
BEGINNING FUND BALANCE	\$136,465	\$257,338	\$78,758
OPERATING TRANSFER			\$83,834
TOTAL AVAILABLE FUNDS	\$291,788	\$467,358	\$1,384,800
EXPENDITURES			
STREETS			
Street Maintenance	\$34,450	\$385,000	\$1,326,000
Repair and Maintenance Services	0	3,600	2,800
Signs	0		
Street Lights	0		
Storm Water Drainage	0		
Contractual Services	0	0	0
Subtotal	\$34,450	\$388,600	\$1,328,800
Debt Service			56000
Capital Outlay			
Subtotal	\$0	\$0	\$56,000
Total Streets	\$34,450	\$388,600	\$1,384,800
TOTAL STATE STREET AID EXPENDITURES	\$34,450	\$388,600	\$1,384,800

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 125 - IMPACT FEE FUND

125 IMPACT FEE FUND	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
REVENUE			
Licenses and Permits	\$846,124	\$759,200	\$759,200
Interest	22,276	20,000	5,000
Total Revenue	\$868,400	\$779,200	\$764,200
TOTAL IMPACT FEE REVENUE	\$868,400	\$779,200	\$764,200
BEGINNING FUND BALANCE	\$2,385,659	\$3,196,797	\$3,830,247
OPERATING TRANSFER	\$0	\$0	\$0
TOTAL AVAILABLE FUNDS	\$3,254,059	\$3,975,997	\$4,594,447
EXPENDITURES			
Repair and Maintenance	\$50	\$145,750	\$3,270,000
Subtotal	\$50	\$145,750	\$3,270,000
Capital Outlay	57,212	0	0
Debt Service	0	0	0
Total Expenditures	\$57,262	\$145,750	\$3,270,000
TOTAL IMPACT FEE FUND EXPENDITURES	\$57,262	\$145,750	\$3,270,000

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 127 - DRUG FUND

127 DRUG FUND	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
REVENUE			
Fines	\$2,519	\$1,000	\$1,000
Other	\$4,419	\$0	-
Interest	83	75	0
Total Revenue	\$7,021	\$1,075	\$1,000
TOTAL DRUG FUND REVENUE	\$7,021	\$1,075	\$1,000
BEGINNING FUND BALANCE	\$9,491	\$13,096	\$14,171
TOTAL AVAILABLE FUNDS	\$16,512	\$14,171	\$15,171
EXPENDITURES			
Police	\$3,416	\$0	\$0
Subtotal	\$3,416	\$0	\$0
Capital Outlay	0	0	9,000
Debt Service	0	0	0
Total Expenditures	\$3,416	\$0	\$9,000
TOTAL DRUG FUND EXPENDITURES	\$3,416	\$0	\$9,000

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 130 - FACILITIES TAX FUND

130 FACILITIES TAX FUND	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
REVENUE			
Licenses and Permits	\$673,704	\$617,600	\$637,800
Grant	0	0	0
Rec Center Loan Proceeds	0		
Interest	22,763	23,000	12,000
Total Revenue	\$696,467	\$640,600	\$649,800
TOTAL FACILITIES TAX FUND REVENUE	\$696,467	\$640,600	\$649,800
BEGINNING FUND BALANCE	\$2,626,848	\$2,927,376	\$3,121,826
OPERATING TRANSFER	\$0	\$0	\$0
TOTAL AVAILABLE FUNDS	\$3,323,315	\$3,567,976	\$3,771,626
EXPENDITURES			
Professional Services	\$0	\$0	\$0
Donations-Rec Center	162,500	0	0
Supplies	\$25	\$0	\$0
Subtotal	\$162,525		
Capital Outlay	\$25,077	\$0	\$0
Debt Service	\$208,337	\$446,150	\$446,850
Total Expenditures	\$395,939	\$446,150	\$446,850
TOTAL FACILITIES TAX FUND EXPENDITURES	\$395,939	\$446,150	\$446,850

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 135 - FACILITIES SCHOOL TAX FUND

135 - FACILITIES SCHOOL TAX FUND	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
REVENUE			
Licenses and Permits	\$92,164	\$100,000	\$108,000
Grant Proceeds	\$17,224	\$1,144,760	\$1,124,760
Interest	2,383	2,000	500
Total Revenue	\$111,771	\$1,246,760	\$1,233,260
TOTAL FACILITIES SCHOOL TAX FUND	\$111,771	\$1,246,760	\$1,233,260
BEGINNING FUND BALANCE	\$254,815	\$326,296	\$192,800
OPERATING TRANSFER			\$0
TOTAL AVAILABLE FUNDS	\$366,586	\$1,573,056	\$1,426,060
EXPENDITURES			
Supplies	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0
Professional Services	40,290	1,380,256	1,312,033
Total Expenditures	\$40,290	\$1,380,256	\$1,312,033
TOTAL FACILITIES SCHOOL TAX FUND EXPENDITURE	\$40,290	\$1,380,256	\$1,312,033

ORDINANCE #16-05

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE,
TENNESSEE TO REZONE PROPERTY AT 7150 NOLENSVILLE ROAD
CURRENTLY OFFICE INDUSTRIAL (OI) TO COMMERCIAL SERVICES (CS)
WITH A COMMERCIAL CORRIDOR OVERLAY (CCO)**

WHEREAS, Article 9, section 9.1.2 of the Zoning Ordinance of the Town of Nolensville provides the authority for the Board of Mayor and Alderman to review and amend the zoning map; and,

WHEREAS, the Nolensville Planning Commission met on Tuesday, March 8, 2016, and reviewed an application to rezone property currently zoned Office Industrial (OI) to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied to Map 56, Parcel: 05205 also known as 7150 Nolensville Road; and,

WHEREAS, the Nolensville Planning Commission voted unanimously to recommend the approval of the rezoning to the Board of Mayor and Aldermen; and,

WHEREAS, the Board of Mayor and Alderman have conducted a public hearing on _____, thereon,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:

The property located at 7150 Nolensville Road and described as Map 56, Parcel 05205, as shown on the attached map as Exhibit A, is rezoned to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied.

This ordinance shall become effective after its passage and adoption, the public welfare demanding it.

Approved by the Board of Mayor and Aldermen

First Reading

Public Hearing

Second Reading

Kali Mogul, Town Recorder

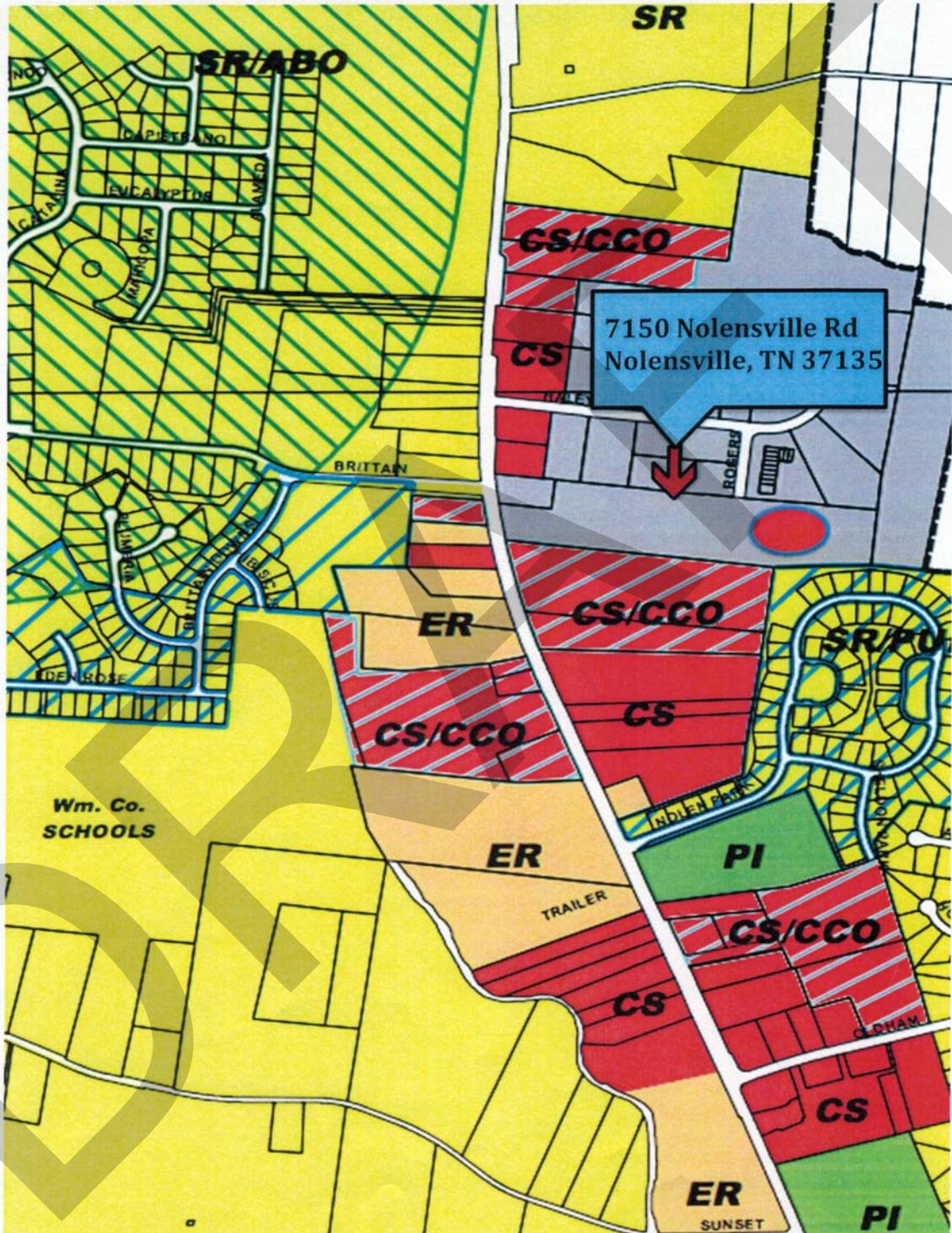
Jimmy Alexander, Mayor

Approved by:

Town Attorney, Robert J. Notestine, III

DRAFT

Exhibit A



ORDINANCE #16-06

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE,
TENNESSEE TO REZONE FOUR TRACTS OF PROPERTY OFF OF
NOLENSVILLE ROAD BETWEEN SUNSET ROAD AND SAM DONALD ROAD**

WHEREAS, Article 9, section 9.1.2 of the Zoning Ordinance of the Town of Nolensville provides the authority for the Board of Mayor and Alderman to review and amend the zoning map; and,

WHEREAS, the Nolensville Planning Commission met on Tuesday, March 8, 2016, and reviewed an application to rezone four tracts of property off Nolensville Road between Sunset Road and Sam Donald Road as follows: Portions of a parcel known as the Taylor/Burns property at 9918 Sam Donald Road; a parcel known as the McCord Family property at 7263 Nolensville Road; and a portion of the parcel known as the Butner property at 1695 Sunset Road; and,

WHEREAS, the Nolensville Planning Commission voted unanimously to recommend to the Board of Mayor and Aldermen the approval of rezoning of the tracts as follows: A portion of the Taylor/Burns property (Map 056, Parcel 11300) from Estate Residential (ER) to Village with Historic Overlay (V/HD) shown as "Tract #1" on Exhibit A; A portion of the Taylor/Burns property (Map 056, Parcel 11300) from Suburban Residential (SR) to Village with Historic Overlay (V/HD) shown as "Tract #2 on Exhibit A; The McCord Family property (Map 056, Parcel 05900) from Estate Residential (ER) to Village (V) shown as "Tract #3" on Exhibit A; A portion of the Butner property (Map 056, Parcel 06300) from Estate Residential (ER) to Suburban Residential (SR) shown as "Tract #4" on Exhibit A; and,

WHEREAS, the Board of Mayor and Alderman have conducted a public hearing on _____, thereon,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:

Section 1. The four tracts are shown on Exhibit A, attached.

This ordinance shall become effective after its passage and adoption, the public welfare demanding it.

Approved by the Board of Mayor and Aldermen

First Reading

Public Hearing

Second Reading

Kali Mogul, Town Recorder

Jimmy Alexander, Mayor

Approved by:

Town Attorney, Robert J. Notestine, III

DRAFT

EXHIBIT A



Line #	Length	Direction
1	100.69	S59°59'25.25278"
2	41.11	S59°59'25.25278"
3	123.71	S70°42'05.9179"
4	155.75	S29°18'25.357"
5	50.03	N48°44'27.3378"
6	32.15	N42°46'58.9378"
7	142.07	N42°46'58.9378"
8	124.44	S18°35'03.3078"
9	97.96	S7°59'45.8378"
10	107.63	S67°59'18.8978"
11	66.33	S7°56.6378"
12	15.34	S67°43'44.8878"
13	90.00	S57°07'33.9378"
14	163.50	S57°07'33.9378"
15	115.25	N7°58'33.1378"
16	148.00	N7°58'33.1378"
17	127.54	S7°58'27.8378"
18	46.43	S27°34'24.1878"
19	36.78	S26°17'10.8078"
20	67.48	S36°58'50.9778"
21	19.88	S57°42'30.3778"
22	128.69	S45°41'22.8778"
23	63.83	S33°48'05.5878"
24	27.56	S17°33'29.9378"
25	41.43	S17°33'29.9378"
26	42.94	S27°44'58.0178"
27	26.01	S14°03'56.2778"
28	33.51	S47°31'27.2078"
29	84.45	S43°07'49.8078"
30	292.32	S43°07'49.8078"
31	164.07	S74°57'57.6978"
32	170.64	S49°12'50.9778"
33	190.61	S35°46'46.8878"
34	76.88	S27°52'20.9378"
35	194.92	S14°14'16.9378"

- BOUNDARY LINE TABLE**
- TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

REZONING LIST

TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

Length

TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

Direction

TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

Line #

TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

Length

TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

Direction

TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

Line #

TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

Length

TRACT #1 - REZONE FROM ER TO VHO
 TRACT #2 - REZONE FROM SR TO VHO
 TRACT #3 - REZONE FROM ER TO V
 TRACT #4 - REZONE FROM ER TO SR

REZONING EXHIBIT

LAND SOLUTIONS COMPANY, LLC

NOLEN MILL REZONING REQUEST NOLENSVILLE, TENNESSEE

GTC GAMBLE EGGSON COLLABORATIVE

DRN: 001, 7, 2015

Ordinance #16-07

AN ORDINANCE TO ENTER INTO A FRANCHISE AGREEMENT WITH COMCAST OF NASHVILLE II, LLC TO PROVIDE CABLE WITHIN THE TOWN OF NOLENSVILLE, TENNESSEE

AGREEMENT

This ***AGREEMENT*** is effective as of the ____ day of _____, 2016 (the “Effective Date”), and is between the Town of Nolensville, Tennessee (the “Franchising Authority” or the “Town”), and Comcast of Nashville II, LLC, whose principal place of business is located at 6200 The Corners Parkway, Suite 200, Norcross, Georgia 30092 (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

**SECTION 1
GRANT OF AUTHORITY**

1.1 **Grant of Franchise.** The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service only, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 **Term of Franchise.** This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 **Renewal.** Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 **Reservation of Authority.** Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System

to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or

authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled meeting of the Town Board of Mayor and Aldermen.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed

amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The issuance of permits, licenses, or other approvals shall not be unreasonably delayed or withheld by the Franchising Authority. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary

relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that Comcast may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the

Franchise Area. The Company shall not be required to pay franchise fees on gross revenues earned from Subscribers in annexed areas until sixty (60) days after receiving such notice.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. Grantee shall make payment to the Town a Franchise fee equal to five percent (5%) of the annual Gross Revenue actually received from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area: provided, however, the five percent (5%) fee shall not take effect until the first full monthly billing cycle following a period not to exceed forty-five (45) days from the Effective Date of this Franchise Agreement and Grantee shall not be compelled to pay any higher percentage of Franchise fees than any other cable operator providing service in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing

any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for

the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for its use of the Emergency Alert System.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance (“Violation Notice”).

6.2 Company’s Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority’s governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days’ prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company’s response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days’ prior written notice of the public

hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review *de novo* the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 **Liability Insurance.** Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars

(\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Town.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier to be designated for non-commercial, non-revenue generating public, educational, or governmental ("PEG") access purposes; provided, however, that this obligation shall not take effect until such time as the Franchising Authority certifies that it will satisfy the programming terms set forth in Section 9.2. Upon activation, unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Franchising Authority certifies and commits to maintain eight (8) hours per week of non-duplicative original programming on the activated PEG Channel. Should the Franchising Authority fail to maintain eight (8) hours of programming per week for any period of three (3) consecutive months on the PEG Channel, the Company may reclaim the Channel position for its own use. For purposes of this Agreement, original programming includes programming produced specifically for, about, or by the Town of Nolensville or the Williamson County School System. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Interconnection with other Cable and Video Service Providers. Upon written request of the Franchising Authority, the Company shall interconnect with other cable and video systems in the Franchise Area as required by T.C.A. § 7-59-309(f)(1)(A). This subsection 9.4 shall not be construed to mean that the Company is responsible for costs of said interconnection.

9.5 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.6 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.7 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

SECTION 10 MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the Town of Nolensville, Tennessee.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
Town of Nolensville, Tennessee
Attn: Mayor
7218 Nolensville Road
Nolensville, Tennessee 37135

COMPANY:
Comcast of Nashville II, LLC
Attn: Vice President, Government Affairs
6200 The Corners Parkway, Suite 2000
Norcross, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Department
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be

affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including, without limitation, the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law. This Agreement shall be deemed to be executed in the Town of Nolensville, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Mayor and Aldermen of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

Town of Nolensville, Tennessee

By: _____
Name: Jimmy Alexander
Title: Mayor

Comcast of Nashville II, LLC

By: _____
Name: Douglas R. Guthrie
Title: Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

- (A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;
- (B) a facility that serves Subscribers without using any public right-of-way as defined herein;
- (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville II, LLC, a limited liability company validly existing under the laws of the State of Delaware, whose principal place of business is located at 6200 The Corners Parkway, Suite 200, Norcross, Georgia 30092, or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of the Town of Nolensville, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the Town of Nolensville, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to generally accepted accounting principles. “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including, but not limited to, revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including, but not limited to, yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a

single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider’s revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider’s Subscribers located in the Franchise Area to the total number of the provider’s Subscribers. The ratio shall be based on the number of the provider’s Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider’s discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“**Person**” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

**APPENDIX B
CUSTOMER SERVICE STANDARDS**

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. “Standard” installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The

operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic

and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

Attest: _____
Town Recorder

Approved by: _____
Town Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

DRAFT

ORDINANCE #16-09

AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE, TENNESSEE TO REZONE PROPERTY ADJACENT TO SUMMERLYN SUBDIVISION AT 2524 YORK ROAD CURRENTLY ESTATE RESIDENTIAL (ER) TO SUBURBAN RESIDENTIAL (SR)

WHEREAS, Article 9, section 9.1.2 of the Zoning Ordinance of the Town of Nolensville provides the authority for the Board of Mayor and Alderman to review and amend the zoning map; and,

WHEREAS, the Nolensville Planning Commission met on Tuesday, May 10, 2016, and reviewed an application to rezone property currently zoned Estate Residential (ER) to Suburban Residential (SR) applied to Map 58, Parcel: 35.05 also known as 2524 York Road; and,

WHEREAS, the Nolensville Planning Commission voted unanimously to recommend the approval of the rezoning to the Board of Mayor and Aldermen; and,

WHEREAS, the Board of Mayor and Alderman conducted a public hearing on _____, 2016 thereon,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:

The property located at 2524 York Road and described as Map 58, Parcel 35.05, as shown on the attached map as Exhibit A, is rezoned to Suburban Residential (SR).

This ordinance shall become effective after its passage and adoption, the public welfare demanding it.

Approved by the Board of Mayor and Aldermen

First Reading

Public Hearing

Second Reading

Kali Mogul, Town Recorder

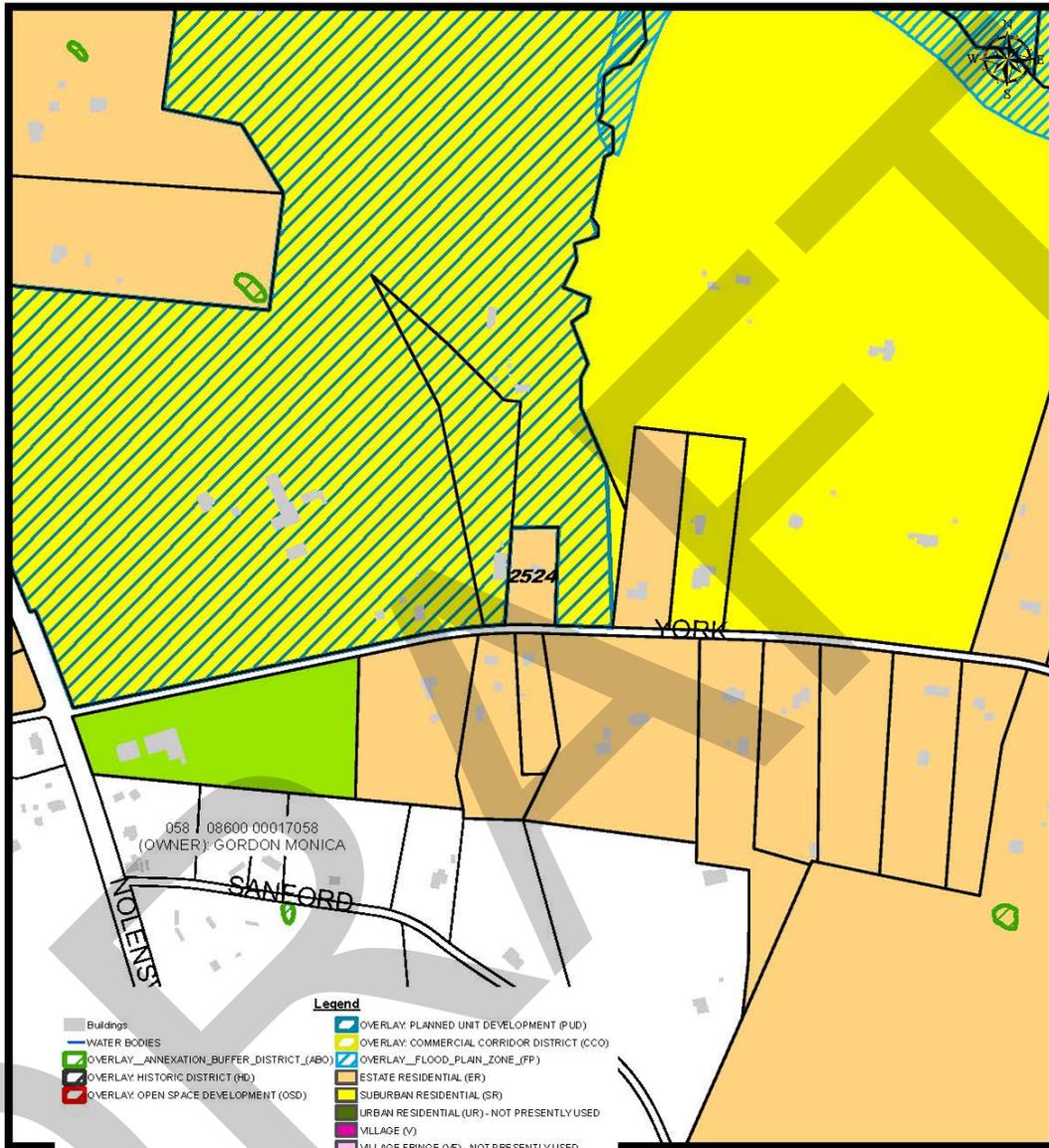
Jimmy Alexander, Mayor

Approved by:

Town Attorney, Robert J. Notestine, III

DRAFT

Exhibit A



**Parcel Exhibit for Rezoning
2524 York Road**



Town of
NOLENSVILLE, TENNESSEE
PARCEL MAP

ORDINANCE #16-10

AN ORDINANCE GRANTING A FRANCHISE TO ATMOS ENERGY CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PERIOD OF TWENTY (20) YEARS TO ERECT, CONSTRUCT, RECONSTRUCT, MAINTAIN AND OPERATE A NATURAL GAS PLANT OR PLANTS FOR THE MANUFACTURING AND PROCESSING OF ANY AND ALL KINDS OF GAS AND FOR THE DISTRIBUTION OF NATURAL GAS AND FOR THE INSTALLATION AND MAINTENANCE OF MAINS, PIPES, PIPELINES, DISTRIBUTION LINES, AND OTHER EQUIPMENT NECESSARY OR INCIDENTAL TO DISTRIBUTION OF SAID GAS UPON, ACROSS, ALONG AND UNDER THE HIGHWAYS, STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC GROUNDS OF THE TOWN OF NOLENSVILLE, WILLIAMSON COUNTY, TENNESSEE.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, WILLIAMSON COUNTY, TENNESSEE:

Article I

DEFINITIONS:

As used in this Agreement, the following words and phrases shall have the following meanings:

- (A) “Agency” refers to and is the Tennessee Regulatory Authority the state utility regulatory agency having jurisdiction over the rates, services and operations of Grantee within the State of Tennessee or other administrative or regulatory authority succeeding to the regulatory powers of the Agency.
- (B) “Board” refers to and is the governing body of the Town of Nolensville.
- (C) “Town” refers to and is the Town of Nolensville, Williamson County, Tennessee, and includes to territory as currently is or may in the future be included within the boundaries of the Town of Nolensville.
- (D) “Force Majeure” shall mean any and all causes beyond the control and without the fault or negligence of Grantee. Such causes shall include but not be limited to acts of God, acts of the public enemy, insurrections, terrorism, riots, labor disputes, boycotts, labor and material shortages, fires, explosions, flood, breakdowns of or damage to equipment of facilities, interruptions to transportation, embargoes, acts of military authorities, or other causes of a similar nature whether or not foreseen or foreseeable which wholly or partly prevent Grantee from performing one or more of its obligations hereunder.
- (E) “Franchise” shall mean the rights and privileges granted by the Grantor to Grantee under the terms and provisions of this franchise ordinance.

(F) “Grantee” shall mean Atmos Energy Corporation.

(G) “Grantor” shall mean Nolensville, Tennessee.

(H) “Public Right-of-Way” shall mean the surface, the airspace above the surface and area below the surface of any street, highway, alley, avenue, boulevard, sidewalk, pedestrian/bicycle lane or trail, driveway, bridge, utility easement or any other public ways owned, dedicated by plat, occupied or used by the public and within Grantor’s geographical limits or boundaries established by applicable law.

(I) “Revenues” refer to and are those amounts of money which the Grantee receives from its customers within the Grantor’s geographical limits or boundaries for the retail sale of gas under rates, temporary or permanent, authorized by the Agency and represents amounts billed under such rates as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other regulatory adjustments. Revenues do not include miscellaneous service charges, including but not limited to turn ons, meter sets, non sufficient funds, late fees and interest, which are related to but are not a part of the actual retail sale of gas.

(J) “System” shall mean the system of works, pipes, pipelines, facilities, fixtures, apparatus, lines, machinery, equipment, structures, appliances, appurtenances or other infrastructure reasonably necessary for the storage, transportation, distribution or sale of natural, artificial or mixed gas to residential and commercial customers and the public generally, within the geographical limits or boundaries of the Grantor.

Article II

GRANT OF FRANCHISE:

(A) There is hereby created and granted unto Grantee a non-exclusive franchise to enter upon, acquire, construct, operate, maintain and repair in the Public Right-of-Way the System, subject to the provisions of this Agreement. The franchise granted hereunder shall be extended to territories that are annexed by Grantor upon the same terms and conditions herein, subject to the approval of the Agency, if any such approval is required.

(B) The franchise granted to Grantee by the Grantor shall not be exclusive and the Grantor reserves the right to grant a similar franchise to any other person or entity at any time. In the event the Grantor shall grant to another person or entity during the term hereof a franchise for a gas distribution system within the geographical boundaries or limits of Grantor similar to the one herein granted to Grantee, it is agreed that the terms of any such franchise agreement shall be no more favorable to such new additional grantee than those terms contained herein. Additionally, it is agreed that any such new/additional grantee shall have no

right to use any portion of the System without Grantee's written consent.

Article III

TERM, EFFECTIVE DATE, AND ACCEPTANCE OF FRANCHISE:

(A) The term of this Franchise shall be for a term of twenty (20) years.

(B) The franchise created hereby shall become effective upon its final passage and approval by the Town, in accordance with applicable laws and regulations, upon approval by the Agency, and upon acceptance by the Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the Clerk of the Grantor. If the Grantee does not, within sixty (60) days following passage of this Ordinance, express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, the Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

(C) The terms and conditions of Ordinance 97-05 are superseded by the terms and conditions hereof.

(D) On the expiration of this franchise, in the event the same is not renewed, or on the termination of any renewal of said franchise, or on termination of said franchise for any other reason, the plant and facilities of the Grantee installed, constructed and operated hereunder shall, at the option of the Town become the property of the Town, upon payment to the Grantee, its successors and/or assigns, of a fair valuation thereof, such fair valuation to be determined by agreement between the Town and the Grantee, its successors and/or assigns. Grantor agrees that, at the time of such transfer of facilities, it shall assume Grantee's contractual and regulatory obligations maintained in connection with the system. If the Town does not exercise the option hereunder, then Grantee may exercise its rights under Article X (B).

Article IV

GRANTEE'S RIGHTS IN AND TO PUBLIC RIGHT-OF-WAY:

The Grantee shall have the right and privilege of constructing, erecting, laying, operating, maintaining, replacing, removing and/or repairing a gas distribution system through, along, across and under the public right-of-way within the geographical boundaries or limits of the Grantor as it now exists or may hereafter be constructed or extended, subject to the inherent police powers conferred upon or reserved unto the Grantor and the provisions of this Agreement.

Article V

OPERATION OF SYSTEM; EXCAVATION OF PUBLIC RIGHT-OF-WAY:

(A) The System shall at all times be installed, operated and maintained in good working condition as will enable the Grantee to furnish adequate and continuous service to all of its residential, commercial and industrial customers. The System shall be designed, installed, constructed and replaced in locations and at depths which comply with all applicable federal and state laws and regulations regarding minimum safety standards for design, construction, maintenance and operation of gas distribution systems.

(B) Grantee shall have the right to disturb, break, and excavate in the Public Right-of-Way as may be reasonable and necessary to provide the service authorized hereby.

(C) Grantee will repair any damage caused solely by Grantee to any part of the Public Right-of-Way and will restore, as nearly as practicable, such property to substantially its condition immediately prior to such damage.

(D) Grantee shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(E) Grantee shall, when reasonably practicable, install all pipelines underground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, underground wires or cables or water or sewer pipes owned or controlled by the Grantor.

Article VI

DEGRADATION/RESTORATION OF PUBLIC RIGHT-OF-WAY:

(A) In the event that Grantor or any other entity acting on behalf of Grantor requests or demands that Grantee remove, move, modify, relocate, reconstruct or adjust any part of the system from their then-current locations within the streets, alleys, and public places of Grantor in connection with a public project or improvement, then Grantee shall relocate, at its expense, the system facilities affected by such project or improvement. Grantee's obligations under this paragraph shall apply without regard to whether Grantee has acquired, or claims to have acquired, an easement or other property right with respect to such system facilities and shall not affect the amounts paid or to be paid to Grantee under the provisions of this Ordinance. Notwithstanding the foregoing provisions of this paragraph, Grantee shall not be obligated to relocate, at its expense, any of the following: (i) system facilities that are located on private property at the time relocation is requested or demanded; (ii) system facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or

associated with road widening's, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) system facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

(B) Grantor and Grantee recognize that both parties benefit from economic development within the boundaries of Grantor. Accordingly, when it is necessary to relocate any of Grantee's facilities within the boundaries of Grantor, Grantor and Grantee shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, Grantor and Grantee shall communicate in a timely fashion to coordinate projects included in Grantor's five-year capital improvement plan, Grantor's short-term work program, or Grantor's annual budget in an effort to minimize relocation of Grantee's facilities. Such communication may include, but is not limited to, (i) both parties' participation in a local utility's coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any alternative comparable systems or successor to such system mutually acceptable to both parties).

Article VII

COMPENSATION FOR USE OF PUBLIC RIGHT-OF-WAY AND CONSIDERATION FOR FRANCHISE:

(A) In consideration for the granting and exercise of the rights and privileges created hereunder, and in further consideration of the grant to the Franchisee of the right to make use of Public Right-of-Way, Grantee shall pay to the Grantor, during the entire life of the franchise, a sum equal to three percent (3%) of its Revenues. The fee prescribed herein shall be paid to the Grantor quarterly on or before the 30th day after the end of each calendar quarter after the effective date hereof, and the Grantee shall furnish to the Grantor quarterly a statement of Grantee's Revenues.

(B) Grantee may add a line-item surcharge to the monthly bills of each of its customers located within the geographical boundaries or limits of Grantor, which surcharge may be designated as a franchise fee, in an amount that is sufficient to recover the portion of the franchise fee paid by the Grantee to the Grantor that is attributable to the Revenue derived by Grantee from such customer.

(C) The franchise fee provided herein, together with any charges of the Grantor for water, sewage and garbage services provided by the Grantor to Grantee, and any applicable occupational license fees or sales, ad valorem or other taxes payable to the Grantor by the

Grantee under applicable law, shall constitute the only amounts for which Grantee shall be obligated to pay to the Grantor and shall be in lieu of any and all other costs, levies, assessments, fees or other amounts, of any kind whatsoever, that the Grantor, currently or in the future, may charge Grantee or assess against Grantee's property. The franchise fee herein contemplated shall be uniformly and equally applied to all natural gas and electric utilities, of like services or any other natural gas service that compete with the Grantee, such that Grantee will be excused from collecting and paying franchise fees and/or taxes if Grantee's competitors are not also required to do so.

(D) The Grantor, through its duly authorized representative and at all times reasonable, shall have access to, and the right to inspect Grantee's books and records that are necessary to confirm the accuracy of the amount of franchise fee being paid to the Town.

Article VIII

SERVICE TO NEW AREAS.

If during the term of this franchise the boundaries of the Grantor are expanded, the Grantor will promptly notify Grantee in writing of any geographic areas annexed by the Grantor during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Grantee may reasonably require in ascertaining whether there exist any customers of Grantee receiving natural gas service in said annexed area. To the extent there are such customers therein, then the revenue of Grantee derived from the retail sale of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Grantee's billing cycle immediately following Franchisee's receipt of the Annexation Notice. The failure by the Grantor to advise Grantee in writing through proper Annexation Notice of any geographic areas which are annexed by the Grantor shall relieve Grantee from any obligation to remit any franchise fees to Grantor based upon revenues derived by Grantee from the retail sale of natural gas to customers within the annexed area prior to Grantor delivering an Annexation Notice to Grantee in accordance with the terms hereof.

Article IX

BREACH OF FRANCHISE; REMEDIES:

In the event of a breach by Grantee of any material provision hereof, the Grantor may terminate the franchise and rights granted to Grantee hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(A) Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Grantee that the Grantor contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the Grantor contends Grantee breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the Grantor for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(B) Within thirty (30) days following the adjournment of the public hearing described in Subsection (A) above, the Grantor must deliver to Grantee, by certified or registered mail, a written notice signed by the mayor or other duly authorized member of Grantor's governing body, attested by the Grantor's secretary, and sealed with the official seal of the Grantor, setting forth (i) the acts and omissions of Grantee described in the first notice that the governing body of the Grantor determines to have in fact occurred and (ii) the specific terms and conditions hereof listed in the first notice that the governing body of the Grantor determines to have in fact been breached by such acts or omissions of Grantee.

(C) The Grantor must permit Grantee the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection (B) above within sixty (60) days after Grantee's receipt of such notice.

Article X

ADDITIONAL REQUIREMENTS; MISCELLANEOUS PROVISIONS

(A) Grantee shall at all times indemnify and hold harmless the Grantor from and against any and all lawful claims for injury to any person or property by reason of Grantee's or its employees' failure to exercise reasonable care in installing, maintaining and operating the System. Provided, however, that none of the provisions of this paragraph shall be applicable to the extent the Grantor, its officials, officers, employees, contractors, or agents, were negligent and such negligence was the sole or contributing factor in bringing about injury to any person or property. In such event, any liability shall be apportioned between the Grantor and the Grantee based upon the percentage of fault assigned to each by a court of competent jurisdiction.

(B) Subject to the Town's option under Article III (D), Grantee may remove all or any part of its System upon the expiration or termination of the franchise and rights granted hereby.

(C) Grantee may transfer or assign the franchise created by this agreement to any other person, proprietorship, partnership, firm or corporation with written notification to the Grantor.

(D) If any section, subsection or provision of this ordinance or any part thereof is for any reason found or held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of any such section, subsection or provision shall not affect any or all other remaining sections and provisions of this ordinance, which shall remain in full force and effect.

(E) This agreement shall extend to, be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

(F) To the extent that any other ordinances of the Grantor or portions thereof are in conflict or inconsistent with any of the terms or provisions hereof, then the terms of this Ordinance shall control.

IN TESTIMONY WHEREOF, witness the signatures of the parties on this _____ day of _____, _____.

TOWN OF NOLENSVILLE, TENNESSEE

BY: _____
Mayor

ATTEST:

Town Recorder

ATMOS ENERGY CORPORATION

BY: _____
John Kevin Akers, President
Kentucky/Mid-States Division

First Reading: _____, _____, 2016

Public Hearing: _____, _____, 2016

Second and Final reading: _____, _____, 2016

Town's Mailing Address and Phone Number:

TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 16-15

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE TO MAKE APPLICATION FOR A COPS HIRING PROGRAM GRANT

WHEREAS, a COPS Hiring Grant Program (CHP) has been established by the U.S. Department of Justice to assist local governments to deploy additional officers devoted to community policing capacity and crime prevention efforts; and,

WHEREAS, the Town Of Nolensville, acting by and through its Board of Mayor and Aldermen proposes to apply for CHP funding for the purpose of community policing activities that will benefit the residents of Nolensville; and;

WHEREAS, under the terms and provisions of said funding, a grant will be issued for up to 75 percent of the approved entry level salary and benefits of one newly hired full-time sworn career law enforcement officer over the three-year grant period, with a minimum 25 percent local cash match requirement; on the fourth year the Town of Nolensville will commit to employ the officer at the cost to the Town to be paid by local funds; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee, as follows:

Section 1. The Mayor or his designee is hereby authorized to execute and submit an application with appropriate assurances to the U.S. Department of Justice, requesting funds in an amount not to exceed \$125,000.00 for community policing over the three Fiscal Years 2016-2017, 2017-2018, 2018-2019; and,

Section 2. Local cash match requirement not to exceed 25 percent of salary and benefits for one newly hired full-time sworn law enforcement officer over three Fiscal Years; Local obligation in Fiscal Year four is established by the U.S. Department of Justice at 100 percent of salary and benefits; and,

Section 3. The Mayor or his designee is hereby designated to perform on behalf of the Town of Nolensville, Tennessee those acts and assume such duties that are consistent with the task of making application for a CHP grant with the U.S. Department of Justice.

RESOLVED, this 2nd day of June 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 16-16

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE TO MAKE APPLICATION FOR A COPS COMMUNITY POLICING DEVELOPMENT PROGRAM GRANT

WHEREAS, a COPS Community Policing Development (CPD) Program has been established by the U.S. Department of Justice to support the development and implementation of improved Field Training Officer (FTO) programs; and,

WHEREAS, the Town Of Nolensville, acting by and through its Board of Mayor and Aldermen proposes to apply for CPD funding for the purpose of advancing the practice of community policing in law enforcement through training and technical assistance, demonstration projects, and the development of innovative community policing strategies; and;

WHEREAS, under the terms and provisions of said funding, a grant will be issued for up to \$4,740.00 for salary with \$1,980.00 of cost to the Town to be paid by local funds; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee, as follows:

Section 1. The Mayor or his designee is hereby authorized to execute and submit an application with appropriate assurances to the U.S. Department of Justice, requesting funds in an amount not to exceed \$4,740.00; and,

Section 2. Local cash match requirement not to exceed \$1,980.00; and,

Section 3. The Mayor or his designee is hereby designated to perform on behalf of the Town of Nolensville, Tennessee those acts and assume such duties that are consistent with the task of making application for a CHP grant with the U.S. Department of Justice.

RESOLVED, this 2nd day of June 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____