

AGENDA
TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN
THURSDAY, JULY 7, 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 June 2nd, 2016
5. Treasurer's Report – May, 2016
6. Appointment to the Board of Zoning Appeals
7. 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
8. Public hearing of Ordinance 16-08, an ordinance to rezone property at 7223 Nolensville Road from Estate Residential (ER) to Commercial Services (CS) with a Commercial Corridor Overlay—Mayor Alexander
9. Public hearing of Ordinance 16-09, an ordinance to rezone Gary Smalley property adjacent to Summerlyn Subdivision at 2524 York Road from Estate Residential (ER) to Suburban Residential (SR)—Mayor Alexander
10. Public hearing of Ordinance 16-10, an ordinance to enter into a franchise agreement with Atmos Energy Corporation for a period of 20-years—Mayor Alexander
11. Second reading of Ordinance 16-09, an ordinance to rezone Gary Smalley property adjacent to Summerlyn Subdivision at 2524 York Road from Estate Residential (ER) to Suburban Residential (SR)—Mayor Alexander
12. First reading of Ordinance 16-11, an ordinance to amend Title 9 of the Municipal Code regulating solicitors in the Town of Nolensville, Tennessee—Mayor Alexander
13. First reading of Ordinance 16-12, an ordinance amending Title 15 of the Town of Nolensville Municipal Code regulating motor vehicles, parking, traffic, and speeding—Mayor Alexander
14. First reading of Ordinance 16-13, a ordinance levying a tax rate in excess of the certified rate for tax year 2016—(**public hearing August 4, 2016**)—Mayor Alexander
15. First reading of Ordinance 16-14, an ordinance to amend Title 1 of the Municipal Code regarding the regular meeting place and time of the Board of Mayor and Aldermen—Mayor Alexander
16. Reading of Resolution 16-20, a resolution to allow payments of municipal court fees, fines, and costs to be made by credit card and enter into an agreement with NCourt, LLC for electronic payment processing services—Mayor Alexander
17. Reading of Resolution 16-21, a resolution of the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee adopting an internal control policy and procedure manual—Mayor Alexander
18. Reading of Resolution 16-22, a resolution to release CK Development from maintenance bonding and accept the roads and public improvements within Bent Creek Phase 4, Section 1A for maintenance—Mayor Alexander
19. Other
20. Adjourn

Town of Nolensville
Board of Mayor and Aldermen Meeting
Date: June 2, 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 38 citizens present.

Alderman Larry Felts said the prayer and led the Pledge of Allegiance.

Mayor Alexander announced that the public hearing for Ordinance 16-08 regarding a rezoning at the corner of Sunset Road and Nolensville Road had been deferred at the request of the applicant.

Dr. James Clark said the ordinance to rezone 7223 Nolensville Road should not have made it to public hearing phase since the property is in the flood plain. He said he was very concerned about the Market Square and does not think the Town needs that type of development. Finally, he wanted to know why nothing has been done to resolve the road problem.

Mr. Aubrey Short gave some history on the Town and stressed the problem with the roads in Nolensville.

Ms. Rhonda McKissick is co-chair of a committee called "Paint the Town Blue." A ribbon cutting ceremony for the school will be held July 24th, and the committee will ask residents, businesses, churches and the Town Hall to decorate their buildings with blue to celebrate the opening of the school campus. There are events planned—look for blue ribbons on sale at the Farmer's Market and at the Star Spangled Celebration. Homecoming will be on September 2nd.

Next, Mayor Alexander made a motion to approve the minutes from the Board meeting of May 5th, 2016, seconded by Alderman Snyder. The motion passed unanimously.

Mayor Alexander moved to approve the Treasurer's Report through April, 2016. Alderman Dugger seconded, and the report was approved unanimously.

COMMITTEE REPORTS:

Town Planner Henry Laird reported for the Planning Commission:

- Site plan for Nolen Place pergola, approved
- Site plan for an additional building for All God's Children on Johnson Industrial Boulevard, approved
- Subdivision entrance sign for Summerlyn, approved
- Rezoning request for 2425 York Road, approved for recommendation to BOMA
- Preliminary Plat revision for Asher Subdivision, approved conditionally
- Site plan for Hillside Center commercial, approved conditionally

Town Engineer Don Swartz provided updates on the following:

- Federal grants and Sunset Road project have kept the department busy.
- Creekside Safe Route to School project has received notice to proceed with preliminary design and a request for proposals has been published with a deadline of June 17th.
- The Stonebrook Safe Route to School project submittal is complete, and Title VI certification is being reviewed.
- The Small Town Connection project has been permitted by TDEC and the Army Corps of Engineers. Title VI certification is also being reviewed on this project.
- A meeting with Ragan Smith and the utility providers was held recently pertaining to the relocation of utilities on Sunset Road. The cost of moving the utilities depends on where they are located. Those located within the right-of-way are moved at the expense of the provider, while those located outside the right-of-way are moved at the expense of the Town. The relocation should begin in the fall. Appraisals and documents will be prepared to acquire right of way on more than 40 properties on Sunset. Swartz believes the right-of-way acquisition should be complete this year so that the construction can go out to bid in 2017.
- Fog sealing will take place on certain roads in the Town, along with paving on Sam Donald and Walpole Court.

On behalf of the Nolensville Fire Department, Chief Mark Hall reported statistics for May. There was a drop in some of the response times due to having the Administrative Captain in place. Chief Hall announced that he would not seek nomination for his position as the chief. Hall also thanked the Mayor and Administrator for the budgetary adjustment. Mayor Alexander thanked Chief Hall for his service.

Police Chief Troy Huffines presented his report on monthly offenses, stop data, and management report for May. Chief Huffines also mentioned he is working on recruiting to fill empty positions in the police department.

Alderman Patrick was asked to provide an overview of the Public Works department in Director Bryan Howell's absence. Alderman Snyder also mentioned the department would be working the entire day of the Star Spangled Celebration.

Ms. Betty Friedlander reported that in May the Historic Zoning Commission approved a certificate of appropriateness for an addition at 7326 Nolensville Road.

Mr. Tyler Thayer represented the Economic Development Committee. He reported on his recent visit with The Retail Coach at a national convention. New committee members attended their first meeting recently, which focused on entrepreneurship.

Alderman Snyder reported for the Town Events Committee. The July 2nd Star Spangled Celebration is on track: food trucks are lined up, and videos will be posted on the Committee's Facebook page.

On behalf of the Trees for Trails Committee Ms. Kelley Crummitt mentioned the update to the Master Trail map. The pedestrian bridge construction in Bent Creek is beginning.

Mayor Alexander then made a motion to approve the Consent Agenda, including Resolutions 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, and 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 for maintenance. Alderman Felts seconded the motion, which passed unanimously.

Administrator McLawhon gave a summary of the budget, including revenue from the increased property values as certified by the State. Anticipated expenditures in the upcoming year include millions of dollars in road work. McLawhon reiterated that the increased property values would require a public hearing and formal vote by the Board of Mayor and Aldermen. He also clarified the total cost for all three phases of Sunset Road construction at about \$7 million. The total annual budget for the upcoming year for the Town of Nolensville is about \$2 million. Mayor Alexander made a motion to approve the second reading of Ordinance 16-04, adopting a budget for fiscal year July 1, 2016 – June 30, 2017. The motion was seconded by Alderman Patrick. When a vote was taken, the approval passed unanimously.

Mayor Alexander moved to approve the second reading of Ordinance 16-05, amending 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). Alderman Dugger seconded the motion, which passed unanimously.

Mayor Alexander then made a motion to approve 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. Alderman Dugger mentioned the memo of understanding in the packet attached to the ordinance. The memo memorializes the understanding to connect the future bypass from Sunset Road and Sam Donald Road with Goodall Homes, which has been sold to CMH Parks, Inc. The motion was seconded by Alderman Snyder and passed unanimously.

Mayor Alexander moved to approve on second reading Ordinance 16-07, an ordinance to enter into a franchise agreement with Comcast of Nashville II, LLC, seconded by Alderman Snyder. When the vote was taken, the approval passed unanimously.

Mayor Alexander made a motion to approve the first reading of Ordinance 16-09, an ordinance to rezone property adjacent to Summerlyn Subdivision at 2425 York Road from Estate Residential (ER) to Suburban Residential (SR) by owner Gary Smalley. Alderman Felts seconded the motion, which passed unanimously.

Mayor Alexander made a motion to approve Ordinance 16-10, an ordinance to enter into a franchise agreement with Atmos Energy Corporation for a period of 20-years, seconded by Alderman Felts, who questioned the caption regarding construction of a gas plant. Attorney Notestine reassured Alderman Felts that if Atmos wanted to build a gas plant, they would have to go through the Town's process of submitting a site plan. When the vote was taken, the approval on first reading passed unanimously.

Mayor Alexander made a motion to approve Resolution 16-15, to make application for a COPS Hiring Program Grant. Alderman Snyder seconded, and the motion passed unanimously.

Mayor Alexander made a motion to approve Resolution 16-16, to make application for a COPS Community Policing Development Grant, seconded by Alderman Dugger. The motion passed by unanimous vote.

Mayor Alexander mentioned again the July 2nd Star Spangled Celebration. He also said there were 25 residential building permits issued in May.

Mayor Alexander adjourned the meeting at 8:09 p.m.

Respectfully submitted,

Approved,

Kali Mogul
Town Recorder

Jimmy Alexander
Mayor

**Town of Nolensville
Cash on Hand Report
5/31/2016**

Bank Account	Financial Institution	Interest Rate	Balance	Fund Total
General Fund:				
Rainy Day Fund	Peoples State Bank of Commerce	0.81%	\$153,710.92	
Legal Fund	Peoples State Bank of Commerce	0.81%	\$3,339.79	
Growth Fund	Peoples State Bank of Commerce	0.81%	\$87,888.62	
Local Investment	State of Tennessee	0.31%	\$3,772.22	
Checking	Peoples State Bank of Commerce	0.81%	\$32,994.18	
Savings	Peoples State Bank of Commerce	0.81%	\$3,360,953.72	
			General Fund Total	\$3,642,659.45
Facilities Tax:				
Checking	Peoples State Bank of Commerce	0.00%	\$495.02	
Money Market	Peoples State Bank of Commerce	0.85%	\$2,694,837.59	
Capital Funds	Peoples State Bank of Commerce	0.81%	\$37,312.90	
			Facilities Tax Total	\$2,732,645.51
Impact Fee:				
Impact Checking	Peoples State Bank of Commerce	0.00%	\$78.33	
Impact Base	Peoples State Bank of Commerce	0.81%	\$3,798,637.51	
Impact 25%	Peoples State Bank of Commerce	0.81%	\$217,426.19	
			Impact Fee Total	\$ 4,016,142.03
Drug Fund:				
Drug Fund	Peoples State Bank of Commerce	0.81%	\$14,793.70	
			Drug Fund Total	\$14,793.70
State Street Aid:				
Local Investment	State of Tennessee	0.31%	\$5,600.75	
Checking	Peoples State Bank of Commerce	0.00%	\$88.47	
Savings	Peoples State Bank of Commerce	0.81%	\$409,274.95	
			State Street Aid Total	\$414,964.17
County School:				
County 30%-Checking	Peoples State Bank of Commerce	0.00%	\$238.56	
County 30%-Save	Peoples State Bank of Commerce	0.81%	\$182,521.62	
			County School Fund Total	\$ 182,760.18
Debt Service:				
Debt Service-Checking	Peoples State Bank of Commerce	0.00%	\$0.00	
Debt Service-Save	Peoples State Bank of Commerce	0.81%	\$776,014.62	
			Debt Service Fund Total	\$ 776,014.62
			Total Cash On Hand	<u>\$11,779,979.66</u>

Town of Nolensville
Statement of Revenue and Expenditures 6/23/2016 1:25pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-11 Ending May 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
110-410-41000	0.00	3,724.41	344,922.00	377,805.92	(9.53%)
110-410-41140	0.00	4.14	5,000.00	2,480.77	50.38%
110-410-42300	0.00	109.00	500.00	427.99	14.40%
110-410-42500	14,000.00	38,371.49	405,000.00	419,531.93	(3.59%)
110-410-42540	11,000.00	5,691.14	65,000.00	62,027.01	4.57%
110-410-42550	7,000.00	8,258.37	85,000.00	88,260.55	(3.84%)
110-410-42670	5,000.00	10,254.08	60,000.00	45,362.07	24.40%
110-410-42680	8,000.00	22,913.47	93,000.00	105,581.55	(13.53%)
110-410-42910	500.00	0.00	1,800.00	1,800.00	0.00%
110-410-42920	0.00	4,000.00	6,920.00	6,920.00	0.00%
110-410-44310	0.00	57,291.92	599,168.00	570,781.15	4.74%
110-410-44320	32,649.05	0.00	82,649.05	82,649.05	0.00%
110-410-44330	0.00	0.00	3,968.00	3,874.99	2.34%
110-410-44340	0.00	7,744.14	21,600.00	32,652.53	(51.17%)
110-410-44370	0.00	1,345.45	16,268.80	14,451.12	11.17%
110-410-44500	0.00	50.04	90,867.20	70,487.32	22.43%
110-410-44541	1,000.00	0.00	1,000.00	0.00	100.00%
110-410-44610	75.00	27.70	150.00	211.36	(40.91%)
110-410-45600	3,000.00	2,464.66	20,000.00	22,738.37	(13.69%)
110-410-45640	0.00	142.80	0.00	0.00	0.00%
110-410-45670	51.15	25.00	51.15	76.15	(48.88%)
110-410-45675	0.00	2,100.00	21,950.00	16,700.00	23.92%
110-410-45695	0.00	0.00	600.00	253.58	57.74%
Total GENERAL GOVERNMENT Revenues	82,275.20	164,517.81	1,925,414.20	1,925,073.41	0.02%
ENGINEERING Revenues					
110-420-43010	25,322.00	69,386.05	335,752.00	429,697.70	(27.98%)
110-420-43011	2,000.00	482.76	6,000.00	6,171.06	(2.85%)
110-420-43012	1,875.00	500.00	5,625.00	7,350.00	(30.67%)
110-420-43015	0.00	0.00	100.00	6,367.00	(6267.00%)
110-420-43030	1,335.00	3,563.00	17,800.00	22,223.00	(24.85%)
110-420-43035	1,500.00	1,600.00	20,000.00	23,000.00	(15.00%)
110-420-43040	2,250.00	5,250.00	30,000.00	30,150.00	(0.50%)
110-420-43050	0.00	2,000.00	4,000.00	4,298.42	(7.46%)
110-420-43060	900.00	2,459.00	12,000.00	19,412.63	(61.77%)
110-420-43080	225.00	400.00	4,225.00	5,750.00	(36.09%)
110-420-43090	1,750.00	50.00	3,850.00	5,250.00	(36.36%)
110-420-43095	5,000.00	5,516.00	29,696.00	36,139.50	(21.70%)
110-420-43100	4,100.00	3,100.00	9,500.00	6,800.49	28.42%
110-420-43120	400.00	225.00	650.00	850.00	(30.77%)
110-420-43130	0.00	300.00	200.00	1,200.00	(500.00%)
110-420-44513	1,309.00	2,657.20	15,184.00	16,711.94	(10.06%)
110-420-45645	700.00	263.00	1,000.00	935.00	6.50%
Total ENGINEERING Revenues	48,666.00	97,752.01	495,582.00	622,306.74	(25.57%)

Town of Nolensville
Statement of Revenue and Expenditures 6/23/2016 1:25pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-11 Ending May 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
POLICE Revenues					
110-430-45680 POLICE GRANTS & DONATIONS	(96,324.00)	0.00	20,305.00	9,452.16	53.45%
110-430-46000 OFFICER COURT FEE	500.00	479.75	4,500.00	5,706.84	(26.82%)
110-430-47000 COURT COSTS	10,000.00	11,321.07	135,000.00	118,917.07	11.91%
Total POLICE Revenues	(85,824.00)	11,800.82	159,805.00	134,076.07	16.10%
Total GENERAL FUND Revenues	45,117.20 \$	274,070.64 \$	2,580,801.20 \$\$	2,681,456.22	(3.90%)
Expenditures					
BOMA Expenditures					
110-400-51100 SALARIES	1,250.00 \$	1,500.00 \$	19,250.00 \$\$	17,750.00	7.79%
110-400-51400 EMPLOYER CONTRIBUTIONS	95.63	114.76	1,472.63	1,358.01	7.78%
110-400-52000 CONTRACTUAL SERVICES	0.00	0.00	1,500.00	1,500.00	0.00%
110-400-52350 MEMBERSHIPS REGISTRATION FEES	1,195.00	1,066.00	6,771.00	6,116.36	9.67%
110-400-52360 PUBLIC RELATIONS/SPECIAL EVENTS	2,000.00	0.00	5,500.00	5,244.46	4.65%
110-400-52400 CELLULAR TELEPHONE	0.00	69.06	660.00	585.93	11.22%
110-400-52500 PROFESSIONAL SERVICES	0.00	0.00	5,200.00	4,900.00	5.77%
110-400-52520 LEGAL SERVICES	0.00	2,700.00	32,400.00	30,767.50	5.04%
110-400-52800 TRAVEL	920.00	0.00	2,000.00	1,013.45	49.33%
110-400-53100 OFFICE SUPPLIES AND MATERIALS	0.00	163.20	0.00	401.19	0.00%
110-400-55100 LIABILITY INSURANCE	(769.00)	0.00	3,037.00	3,036.91	0.00%
110-400-55150 WORKERS COMPENSATION INSURANCE	(46.70)	0.00	120.00	120.03	(0.03%)
110-400-57300 MTTC GRANT	(1,200.00)	0.00	0.00	0.00	0.00%
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	30,728.00	0.00	35,728.00	15,727.00	55.98%
110-400-57740 TOURISM	100.00	0.00	1,100.00	1,000.00	9.09%
110-400-57760 TOWN EVENTS	0.00	12,500.00	28,690.00	16,579.07	42.21%
110-400-57880 OTHER BOMA/EMPLOYEE SERVICE	1,500.00	98.97	4,000.00	3,160.63	20.98%
Total BOMA Expenditures	35,772.93	18,211.99	152,228.63	112,607.48	26.03%
GENERAL GOVERNMENT Expenditures					
110-410-51100 SALARIES	(14,593.88)	14,184.30	210,000.00	174,659.09	16.83%
110-410-51400 EMPLOYER CONTRIBUTIONS	(1,116.73)	1,070.39	16,064.70	13,056.65	18.72%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	2,284.92	2,441.02	29,137.92	26,808.22	8.00%
110-410-51430 EMPLOYEE RETIREMENT PLAN	(1,312.78)	364.06	5,208.00	4,130.81	20.68%
110-410-51470 UNEMPLOYMENT INSURANCE	27.00	0.00	360.00	260.58	27.62%
110-410-52110 POSTAGE BOX RENT ETC	200.00	141.00	1,200.00	883.41	26.38%
110-410-52310 PUBLICATION OF LEGAL NOTICES	(250.00)	38.85	750.00	400.47	46.60%
110-410-52350 MEMBERSHIPS REGISTRATION FEES	1,586.00	391.00	5,500.00	4,377.06	20.42%
110-410-52400 CELLULAR TELEPHONE	200.00	133.20	1,700.00	1,549.29	8.87%
110-410-52500 PROFESSIONAL SERVICES	0.00	0.00	4,800.00	4,800.00	0.00%
110-410-52600 REPAIR AND MAINTENANCE SERVICES	1,347.00	45.01	3,000.00	2,815.24	6.16%
110-410-52800 TRAVEL	2,700.00	69.75	4,000.00	3,385.61	15.36%
110-410-53100 OFFICE SUPPLIES AND MATERIALS	800.00	190.09	2,000.00	2,070.91	(3.55%)
110-410-55100 LIABILITY INSURANCE	(759.00)	0.00	3,037.00	3,036.94	0.00%
110-410-55150 WORKERS COMPENSATION INSURANCE	401.49	0.00	933.00	933.29	(0.03%)
110-410-55510 TRUSTEE FEES	0.00	77.70	10,000.00	8,203.61	17.96%

Town of Nolensville
Statement of Revenue and Expenditures 6/23/2016 1:25pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-11 Ending May 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-410-55900 50% STATE MIXED DRINK TAX	0.00	3,872.07	10,800.00	16,326.26	(51.17%)
110-410-57760 TOWN EVENTS	0.00	(2,500.00)	0.00	0.00	0.00%
110-410-57800 MOVING EXPENSES	1,283.01	0.00	1,283.01	1,283.01	0.00%
Total GENERAL GOVERNMENT Expenditures	(7,202.97)	20,518.44	309,773.63	268,980.45	13.17%
COURT Expenditures					
110-415-51100 SALARIES	0.00	5,719.87	79,537.21	66,991.19	15.77%
110-415-51400 EMPLOYER CONTRIBUTIONS	0.00	437.56	6,084.60	5,114.71	15.94%
110-415-51420 HOSPITAL AND HEALTH INSURANCE	(168.04)	713.51	8,568.96	7,841.11	8.49%
110-415-51430 EMPLOYEE RETIREMENT PLAN	5.70	74.24	970.82	913.26	5.93%
110-415-51470 UNEMPLOYMENT INSURANCE	0.00	5.84	180.00	170.01	5.55%
110-415-51650 COURT COSTS	(125.50)	0.00	171.50	0.00	100.00%
110-415-52110 POSTAGE BOX RENT ETC	(95.00)	0.00	150.00	105.67	29.55%
110-415-52350 MEMBERSHIPS REGISTRATION FEES	(300.00)	0.00	0.00	0.00	0.00%
110-415-52600 REPAIR AND MAINTENANCE SERVICES	0.00	44.99	2,651.00	1,689.03	36.29%
110-415-52800 TRAVEL	(1,200.00)	0.00	0.00	0.00	0.00%
110-415-53100 OFFICE SUPPLIES AND MATERIALS	(100.00)	19.34	300.00	284.78	5.07%
110-415-55100 LIABILITY INSURANCE	(759.00)	0.00	3,037.00	3,036.94	0.00%
110-415-55150 WORKERS COMPENSATION INSURANCE	52.12	0.00	214.00	213.50	0.23%
Total COURT Expenditures	(2,689.72)	7,015.35	101,865.09	86,360.20	15.22%
ENGINEERING Expenditures					
110-420-51100 SALARIES	0.00	6,327.34	87,688.38	76,178.08	13.13%
110-420-51400 EMPLOYER CONTRIBUTIONS	0.00	484.04	6,708.16	5,817.60	13.28%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	(168.04)	713.51	8,568.96	7,841.11	8.49%
110-420-51430 EMPLOYEE RETIREMENT PLAN	0.00	156.92	2,174.67	1,905.72	12.37%
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	0.00	655.00	535.00	18.32%
110-420-52540 ARCHITECTURAL AND ENGINEERING	5,000.00	1,176.00	15,000.00	17,542.00	(16.95%)
110-420-52600 REPAIR AND MAINTENANCE SERVICES	0.00	44.99	1,644.00	1,306.02	20.56%
110-420-52800 TRAVEL	0.00	727.90	100.00	727.90	(627.90%)
110-420-53100 OFFICE SUPPLIES AND MATERIALS	0.00	27.83	250.00	210.71	15.72%
110-420-55100 LIABILITY INSURANCE	(739.00)	0.00	3,037.00	3,036.94	0.00%
110-420-55150 WORKERS COMPENSATION INSURANCE	(140.58)	0.00	515.00	514.95	0.01%
110-420-57915 MS4	0.00	1,470.00	28,640.00	19,501.78	31.91%
Total ENGINEERING Expenditures	3,952.38	11,128.53	155,846.17	135,529.02	13.04%
PLANNING Expenditures					
110-425-51100 SALARIES	0.00	6,528.78	90,479.89	78,670.36	13.05%
110-425-51400 EMPLOYER CONTRIBUTIONS	0.00	499.46	6,921.71	6,008.40	13.19%
110-425-51420 HOSPITAL AND HEALTH INSURANCE	(2,750.04)	(692.23)	8,568.96	7,770.79	9.31%
110-425-51430 EMPLOYEE RETIREMENT PLAN	0.00	161.92	2,243.90	1,965.72	12.40%
110-425-51470 UNEMPLOYMENT INSURANCE	(19.08)	0.00	97.92	116.99	(19.48%)
110-425-52110 POSTAGE BOX RENT ETC	75.00	6.68	250.00	184.11	26.36%
110-425-52310 PUBLICATION OF LEGAL NOTICES	(100.00)	62.80	500.00	396.14	20.77%
110-425-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	1,795.00	508.00	71.70%
110-425-52500 PROFESSIONAL SERVICES	2,800.00	0.00	2,800.00	2,800.00	0.00%

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110-425-52540 ARCHITECTURAL AND ENGINEERING	0.00	968.00	112,350.00	58,532.40	47.90%
110-425-52570 PLANNING AND ZONING SERVICES	0.00	0.00	75.00	68.00	9.33%
110-425-52600 REPAIR AND MAINTENANCE SERVICES	(119.00)	44.99	1,350.00	1,306.02	3.26%
110-425-52800 TRAVEL	0.00	0.00	2,000.00	0.00	100.00%
110-425-53100 OFFICE SUPPLIES AND MATERIALS	0.00	83.17	1,000.00	781.47	21.85%
110-425-55100 LIABILITY INSURANCE	81.00	0.00	3,037.00	3,036.94	0.00%
110-425-55150 WORKERS COMPENSATION INSURANCE	(67.18)	0.00	531.00	530.60	0.08%
110-425-57920 REIMBURSABLE ENGINEER SERVICE	700.00	253.00	1,000.00	981.00	1.90%
Total PLANNING Expenditures	600.70	7,916.57	235,000.38	163,656.94	30.36%
CODES Expenditures					
110-428-51100 SALARIES	944.53	7,575.37	93,925.65	84,468.19	10.07%
110-428-51370 CODES UNIFORMS	250.00	0.00	250.00	125.00	50.00%
110-428-51400 EMPLOYER CONTRIBUTIONS	72.25	579.52	7,185.31	6,441.84	10.35%
110-428-51420 HOSPITAL AND HEALTH INSURANCE	(336.28)	2,826.04	17,137.92	15,692.47	8.43%
110-428-51430 EMPLOYEE RETIREMENT PLAN	23.43	168.64	2,329.36	2,069.95	11.14%
110-428-51470 UNEMPLOYMENT INSURANCE	15.00	7.75	195.00	203.25	(4.23%)
110-428-52110 POSTAGE BOX RENT ETC	0.00	0.00	98.00	50.16	48.82%
110-428-52350 MEMBERSHIPS REGISTRATION FEES	(300.00)	0.00	410.00	445.00	(8.54%)
110-428-52500 PROFESSIONAL SERVICES	0.00	85.75	0.00	85.75	0.00%
110-428-52540 ARCHITECTURAL AND ENGINEERING	500.00	150.00	2,300.00	2,321.25	(0.92%)
110-428-52600 REPAIR AND MAINTENANCE SERVICES	79.00	44.99	2,850.00	2,181.02	23.47%
110-428-52610 REPAIR AND MAINTENANCE MOTOR	(330.00)	29.77	250.00	143.94	42.42%
110-428-52800 TRAVEL	(1,889.00)	730.81	0.00	758.25	0.00%
110-428-53100 OFFICE SUPPLIES AND MATERIALS	200.00	49.45	1,000.00	883.42	11.66%
110-428-53310 VEHICLE GAS	(500.00)	85.01	1,000.00	784.00	21.60%
110-428-55100 LIABILITY INSURANCE	(846.00)	0.00	3,392.00	3,392.24	(0.01%)
110-428-55150 WORKERS COMPENSATION INSURANCE	1,939.64	0.00	3,578.00	3,577.11	0.02%
Total CODES Expenditures	(177.43)	12,333.10	135,901.24	123,622.84	9.03%
POLICE Expenditures					
110-430-51100 SALARIES	(31,192.76)	24,113.68	393,422.86	322,009.66	18.15%
110-430-51130 OVERTIME SALARIES	(10,000.00)	129.47	5,000.00	4,115.27	17.69%
110-430-51360 POLICE CLOTHING/UNIFORMS	3,135.00	1,663.90	10,135.00	6,159.21	39.23%
110-430-51400 EMPLOYER CONTRIBUTIONS	(2,386.24)	1,854.60	30,096.85	24,843.96	17.45%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	(13,102.48)	4,994.57	69,899.82	59,839.06	14.39%
110-430-51430 EMPLOYEE RETIREMENT PLAN	(788.91)	588.95	9,622.97	8,087.49	15.96%
110-430-51470 UNEMPLOYMENT INSURANCE	90.00	0.00	990.00	819.15	17.26%
110-430-52000 CONTRACTUAL SERVICES	0.00	0.00	8,000.00	8,000.00	0.00%
110-430-52110 POSTAGE BOX RENT ETC	(50.00)	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	(23,553.00)	1,633.00	4,650.00	5,248.78	(12.88%)
110-430-52360 PUBLIC RELATIONS/SPECIAL EVENTS	0.00	255.00	1,150.00	1,085.50	5.61%
110-430-52400 CELLULAR TELEPHONE	645.00	64.10	645.00	577.28	10.50%
110-430-52450 TELEPHONE AND OTHER	0.00	279.45	4,039.00	3,724.46	7.79%
110-430-52500 PROFESSIONAL SERVICES	1,630.00	0.00	3,430.00	1,630.50	52.46%
110-430-52590 EMERGENCY NOTIFICATION	2,115.60	0.00	4,115.60	4,115.60	0.00%

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110-430-52600 REPAIR AND MAINTENANCE SERVICES	(759.00)	44.99	5,000.00	4,361.02	12.78%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	7,500.00	593.60	17,500.00	14,269.83	18.46%
110-430-52800 TRAVEL	1,000.00	0.00	1,300.00	1,181.02	9.15%
110-430-53100 OFFICE SUPPLIES AND MATERIALS	0.00	33.31	1,200.00	1,157.98	3.50%
110-430-53110 EVIDENCE SUPPLIES & EQUIPMENT	0.00	0.00	500.00	435.17	12.97%
110-430-53290 OTHER OPERATING SUPPLIES	0.00	4,820.00	500.00	5,244.76	(948.95%)
110-430-53310 VEHICLE GAS	(8,000.00)	2,078.04	20,000.00	14,188.19	29.06%
110-430-55100 LIABILITY INSURANCE	(1,702.00)	0.00	19,450.00	19,450.16	0.00%
110-430-55150 WORKERS COMPENSATION INSURANCE	(3,858.97)	0.00	15,229.00	15,229.20	0.00%
110-430-57400 SAFE STREETS GRANT	(33,270.00)	0.00	0.00	0.00	0.00%
110-430-59000 CAPITAL OUTLAY	2,300.00	0.00	6,300.00	6,292.05	0.13%
Total POLICE Expenditures	(110,247.76)	43,146.66	636,909.10	536,360.12	15.79%
FIRE Expenditures					
110-440-52000 CONTRACTUAL SERVICES	12,500.00	14,027.14	155,825.00	135,548.03	13.01%
Total FIRE Expenditures	12,500.00	14,027.14	155,825.00	135,548.03	13.01%
STREET Expenditures					
110-450-51100 SALARIES	(7,301.37)	9,912.09	130,000.00	105,858.04	18.57%
110-450-51130 OVERTIME SALARIES	0.00	0.00	600.00	167.67	72.06%
110-450-51350 PUBLIC WORKS UNIFORMS	200.00	0.00	600.00	78.81	86.87%
110-450-51400 EMPLOYER CONTRIBUTIONS	(558.55)	758.26	9,945.00	8,135.68	18.19%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	124.08	1,482.39	17,662.08	15,664.57	11.31%
110-450-51430 EMPLOYEE RETIREMENT PLAN	336.39	210.83	2,265.85	1,962.96	13.37%
110-450-51470 UNEMPLOYMENT INSURANCE	90.00	38.63	540.00	414.42	23.26%
110-450-52000 CONTRACTUAL SERVICES	0.00	0.00	8,368.81	8,368.81	0.00%
110-450-52100 COMMUNICATION AND	0.00	0.00	1,439.00	1,403.25	2.48%
110-450-52350 MEMBERSHIPS REGISTRATION FEES	0.00	25.00	870.00	294.00	66.21%
110-450-52410 ELECTRIC	(1,250.00)	29.29	750.00	353.39	52.88%
110-450-52420 WATER	75.00	0.00	75.00	0.00	100.00%
110-450-52470 STREET LIGHTING (ELECTRIC AND	0.00	323.92	4,200.00	3,793.78	9.67%
110-450-52490 SNOW REMOVAL	5,500.00	0.00	7,500.00	5,436.00	27.52%
110-450-52500 PROFESSIONAL SERVICES	250.00	0.00	250.00	250.00	0.00%
110-450-52600 REPAIR AND MAINTENANCE SERVICES	(729.00)	44.99	1,000.00	848.21	15.18%
110-450-52610 REPAIR AND MAINTENANCE MOTOR	0.00	82.34	5,369.00	4,487.32	16.42%
110-450-52620 REPAIR AND MAINTENANCE OTHER	0.00	105.24	3,500.00	1,970.82	43.69%
110-450-52640 REPAIR AND MAINTENANCE TRAFFIC	200.00	0.00	200.00	3.98	98.01%
110-450-52650 REPAIR AND MAINTENANCE	0.00	0.00	2,000.00	542.83	72.86%
110-450-52660 REPAIR AND MAINTENANCE BUILDINGS	1,100.00	0.00	1,100.00	231.97	78.91%
110-450-52690 REPAIR AND MAINTENANCE SIDEWALKS	1,400.00	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	1,000.00	393.53	3,000.00	3,053.47	(1.78%)
110-450-53310 VEHICLE GAS	(500.00)	349.17	7,500.00	4,246.72	43.38%
110-450-53420 SIGN PARTS AND SUPPLIES	0.00	0.00	1,000.00	449.26	55.07%
110-450-55100 LIABILITY INSURANCE	219.00	0.00	6,313.00	6,313.34	(0.01%)
110-450-55150 WORKERS COMPENSATION INSURANCE	(211.56)	0.00	2,474.00	2,473.83	0.01%
110-450-57700 GRANTS	2,000.00	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%

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Total STREET Expenditures	1,943.99	13,755.68	226,521.74	176,823.69	21.94%
BUILDING Expenditures					
110-460-51100 SALARIES	(2,254.22)	382.08	6,566.53	4,919.50	25.08%
110-460-51400 EMPLOYER CONTRIBUTIONS	(172.45)	29.23	502.34	376.33	25.08%
110-460-51470 UNEMPLOYMENT INSURANCE	(22.54)	3.82	65.67	49.21	25.06%
110-460-52410 ELECTRIC	7,000.00	1,991.52	42,000.00	31,298.70	25.48%
110-460-52420 WATER	0.00	111.43	2,800.00	2,663.14	4.89%
110-460-52440 GAS	0.00	40.42	500.00	439.40	12.12%
110-460-52450 TELEPHONE AND OTHER	(1,020.00)	1,136.50	13,500.00	12,181.99	9.76%
110-460-52600 REPAIR AND MAINTENANCE SERVICES	0.00	2,412.04	14,815.00	12,066.70	18.55%
110-460-52650 REPAIR AND MAINTENANCE	0.00	28.30	3,900.00	3,318.24	14.92%
110-460-53200 JANITORIAL SUPPLIES	1,750.00	82.24	8,000.00	4,945.90	38.18%
110-460-53230 LANDSCAPING	0.00	0.00	4,000.00	729.30	81.77%
110-460-55100 LIABILITY INSURANCE	(705.00)	0.00	5,869.00	5,868.59	0.01%
110-460-55150 WORKERS COMPENSATION INSURANCE	(67.66)	0.00	344.00	344.49	(0.14%)
110-460-59000 CAPITAL OUTLAY	0.00	3,388.42	12,500.00	9,967.42	20.26%
Total BUILDING Expenditures	4,508.13	9,606.00	115,362.54	89,168.91	22.71%
Total GENERAL FUND Expenditures	(61,039.75) \$	157,659.46 \$	2,225,233.52 \$\$	1,828,657.68	17.82%
GENERAL FUND Excess of Revenues Over Expenditures	\$ 106,156.95	\$ 116,411.18	\$ 355,567.68	\$ 852,798.54	\$ (139.84%)

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Town of Nolensville
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Revised Budget
For STATE STREET FUND (120)
For the Fiscal Period 2016-11 Ending May 31, 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 \$	3,880.60 \$	43,806.72 \$\$	39,668.77	9.45%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	0.00	13,414.87	143,800.32	133,446.26	7.20%
120-450-44400 STATE 1989 INCREASE	0.00	2,090.83	20,712.96	21,373.18	(3.19%)
120-450-45600 INTEREST	1,700.00	241.37	1,700.00	2,314.98	(36.18%)
Total STREET Revenues	1,700.00	19,627.67	210,020.00	196,803.19	6.29%
Total STATE STREET FUND Revenues	1,700.00 \$	19,627.67 \$	210,020.00 \$\$	196,803.19	6.29%
Expenditures					
STREET Expenditures					
120-450-52600 REPAIR AND MAINTENANCE SERVICES	3,600.00 \$	0.00 \$	3,600.00 \$\$	2,100.00	41.67%
120-450-52680 REPAIR AND MAINTENANCE ROADS	85,000.00	2,100.00	385,000.00	24,750.93	93.57%
Total STREET Expenditures	88,600.00	2,100.00	388,600.00	26,850.93	93.09%
Total STATE STREET FUND Expenditures	88,600.00 \$	2,100.00 \$	388,600.00 \$\$	26,850.93	93.09%
STATE STREET FUND Excess of Revenues Over	\$ (86,900.00)	17,527.67 \$	(178,580.00) \$	169,952.26 \$	195.17%

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Town of Nolensville
Statement of Revenue and Expenditures 6/23/2016 1:25pm
 Revised Budget
 For IMPACT FEE (125)
 For the Fiscal Period 2016-11 Ending May 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
125-410-45600 INTEREST	10,000.00 \$	2,698.13 \$	20,000.00 \$\$	26,664.85	(33.32%)
Total GENERAL GOVERNMENT Revenues	10,000.00	2,698.13	20,000.00	26,664.85	(33.32%)
ENGINEERING Revenues					
125-420-44515 IMPACT FEES	42,705.00	99,645.00	569,400.00	629,545.16	(10.56%)
125-420-44517 IMPACT FEE-25%	14,235.00	33,215.00	189,800.00	204,035.00	(7.50%)
125-420-44518 IMPACT FEE 25%-COMMERCIAL	0.00	0.00	0.00	5,813.48	0.00%
Total ENGINEERING Revenues	56,940.00	132,860.00	759,200.00	839,393.64	(10.56%)
Total IMPACT FEE Revenues	66,940.00 \$	135,558.13 \$	779,200.00 \$\$	866,058.49	(11.15%)
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	\$ 66,940.00	135,558.13 \$	633,450.00 \$	819,345.48 \$	(29.35%)

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 Revised Budget
 For DRUG FUND (127)
 For the Fiscal Period 2016-11 Ending May 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
127-410-45600 INTEREST	25.00 \$	10.16 \$	75.00 \$\$	103.36	(37.81%)
Total GENERAL GOVERNMENT Revenues	25.00	10.16	75.00	103.36	(37.81%)
POLICE Revenues					
127-430-46010 DRUG FINES	(1,000.00)	71.25	1,000.00	1,594.50	(59.45%)
Total POLICE Revenues	(1,000.00)	71.25	1,000.00	1,594.50	(59.45%)
Total DRUG FUND Revenues	(975.00) \$	81.41 \$	1,075.00 \$\$	1,697.86	(57.94%)
DRUG FUND Excess of Revenues Over Expenditures	\$ (975.00)	\$ 81.41	\$ 1,075.00	\$ 1,697.86	\$ (57.94%)

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Town of Nolensville
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Revised Budget
For ADEQUATE FACILITIES TAX (130)
For the Fiscal Period 2016-11 Ending May 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
130-410-45600 INTEREST	0.00 \$	1,971.19 \$	18,000.00 \$\$	18,866.68	(4.81%)
130-410-45660 OPERATING TRANSFERS	0.00	0.00	-446,150.00	(446,150.00)	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	1,971.19	(428,150.00)	(427,283.32)	0.20%
ENGINEERING Revenues					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	46,320.00	113,691.00	617,600.00	765,274.00	(23.91%)
Total ENGINEERING Revenues	46,320.00	113,691.00	617,600.00	765,274.00	(23.91%)
Total ADEQUATE FACILITIES TAX Revenues	46,320.00 \$	115,662.19 \$	189,450.00 \$\$	337,990.68	(78.41%)
ADEQUATE FACILITIES TAX Excess of Revenues Over \$	46,320.00	115,662.19 \$	189,450.00 \$	337,990.68 \$	(78.41%)

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Town of Nolensville
Statement of Revenue and Expenditures 6/23/2016 1:25pm
 Revised Budget
 For WILLIAMSON COUNTY 30% TAX (135)
 For the Fiscal Period 2016-11 Ending May 31, 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	13,600.00 \$	9,281.06 \$	100,000.00 \$\$	107,023.27	(7.02%)
135-410-45600 INTEREST	1,000.00	124.06	2,000.00	2,451.38	(22.57%)
135-410-45691 SMALL TOWN CONNECTION GRANT	0.00	0.00	909,600.00	26,220.00	97.12%
135-410-45692 SRTS GRANT	20,000.00	0.00	235,160.00	0.00	100.00%
Total GENERAL GOVERNMENT Revenues	34,600.00	9,405.12	1,246,760.00	135,694.65	89.12%
Total WILLIAMSON COUNTY 30% TAX Revenues	34,600.00 \$	9,405.12 \$	1,246,760.00 \$\$	135,694.65	89.12%
Expenditures					
GENERAL GOVERNMENT Expenditures					
135-410-56995 SAFE ROUTE TO SCHOOL GRANT	20,000.00 \$	0.00 \$	235,160.00 \$\$	3,757.18	98.40%
135-410-59111 TRANSPROTATION ENHANCEMENT	8,096.00	13,240.00	1,145,096.00	275,473.55	75.94%
Total GENERAL GOVERNMENT Expenditures	28,096.00	13,240.00	1,380,256.00	279,230.73	79.77%
Total WILLIAMSON COUNTY 30% TAX Expenditures	28,096.00 \$	13,240.00 \$	1,380,256.00 \$\$	279,230.73	79.77%
WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$	6,504.00	(3,834.88) \$	(133,496.00) \$	(143,536.08) \$	(7.52%)

Town of Nolensville
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 Revised Budget
 For DEBT SERVICE (140)
 For the Fiscal Period 2016-11 Ending May 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
140-410-45600 INTEREST	2,600.00 \$	639.77 \$	5,000.00 \$\$	6,501.29	(30.03%)
140-410-45660 OPERATING TRANSFERS	0.00	0.00	446,150.00	446,150.00	0.00%
Total GENERAL GOVERNMENT Revenues	2,600.00	639.77	451,150.00	452,651.29	(0.33%)
Total DEBT SERVICE Revenues	2,600.00 \$	639.77 \$	451,150.00 \$\$	452,651.29	(0.33%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
140-410-55350 DEBT SERVICE	0.00 \$	171,835.70 \$	446,150.00 \$\$	212,146.64	52.45%
Total GENERAL GOVERNMENT Expenditures	0.00	171,835.70	446,150.00	212,146.64	52.45%
Total DEBT SERVICE Expenditures	0.00 \$	171,835.70 \$	446,150.00 \$\$	212,146.64	52.45%
DEBT SERVICE Excess of Revenues Over Expenditures	\$ 2,600.00	(171,195.93) \$	5,000.00 \$	240,504.65	\$(4710.09%)

DRAFT

Town of Nolensville
Statement of Revenue and Expenditures 6/23/2016 1:25pm
 Revised Budget

For the Fiscal Period 2016-11 Ending May 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	196,302.20 \$	555,044.93 \$	5,458,456.20 \$	4,672,352.38 \$	14.40%
Total Expenditures	55,656.25 \$	344,835.16 \$	4,585,989.52 \$	2,393,598.99 \$	47.81%
Total Excess of Revenues Over Expenditures	140,645.95 \$	210,209.77 \$	872,466.68 \$	2,278,753.39 \$	(161.19%)

DRAFT

ORDINANCE #16-08

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE,
TENNESSEE TO REZONE PROPERTY AT 7223 NOLENSVILLE ROAD FROM
ESTATE RESIDENTIAL (ER) 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, April 12, 2016 and reviewed an application to rezone property currently zoned Estate Residential (ER) to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied to Map 56, Parcel 035.01 also known as 7223 Nolensville Road; and,

WHEREAS, after considerable discussion of the request and recognizing the rezoning would be incompatible with the Town's Land Use Policy Map, the Nolensville Planning Commission voted by majority to recommend **disapproval** of the rezoning to the Board of Mayor and Aldermen; and,

WHEREAS, the Board of Mayor and Alderman has conducted a public hearing _____, 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 7223 Nolensville Road and described as Map 56, Parcel 035.01, 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, Page 1

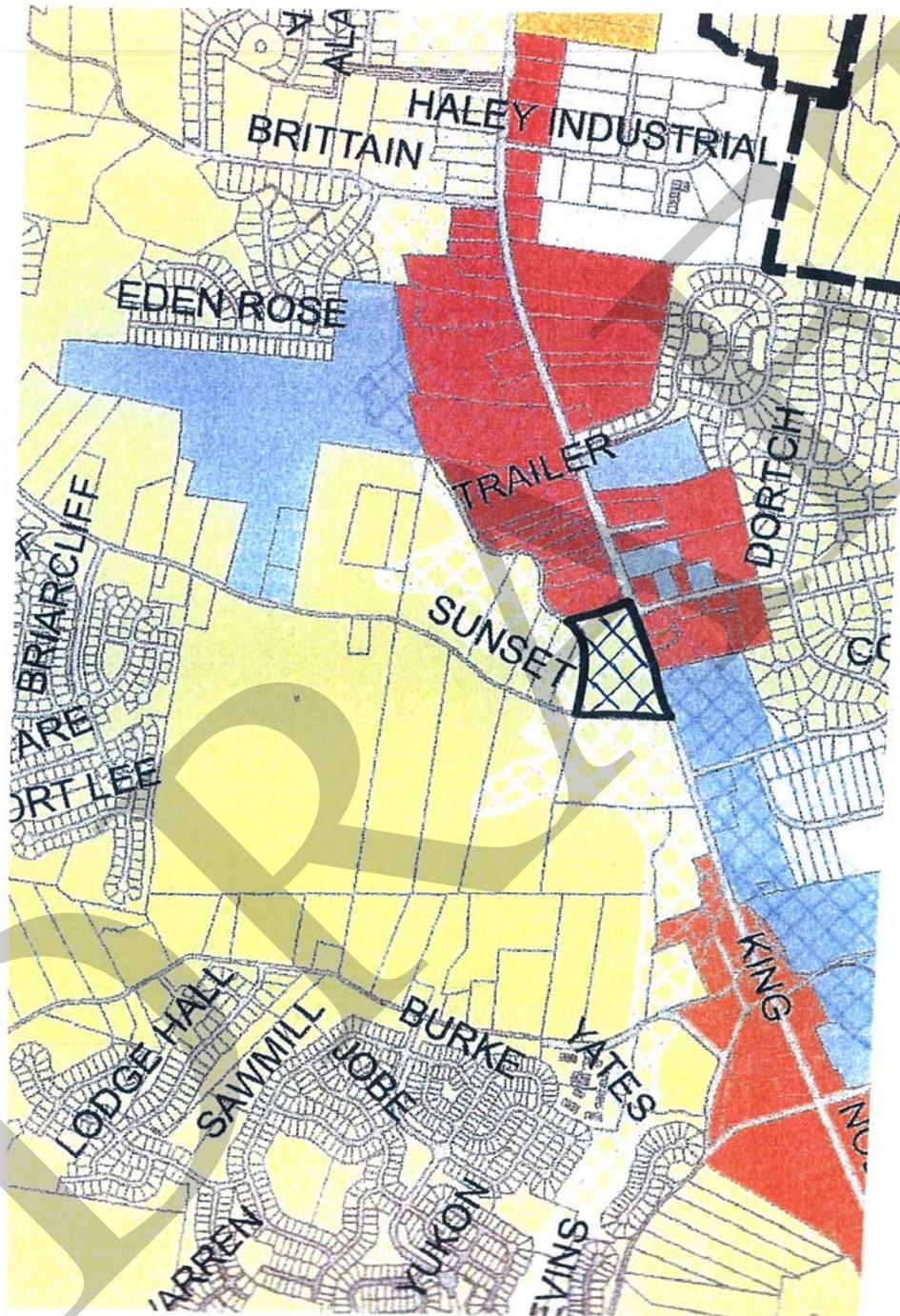
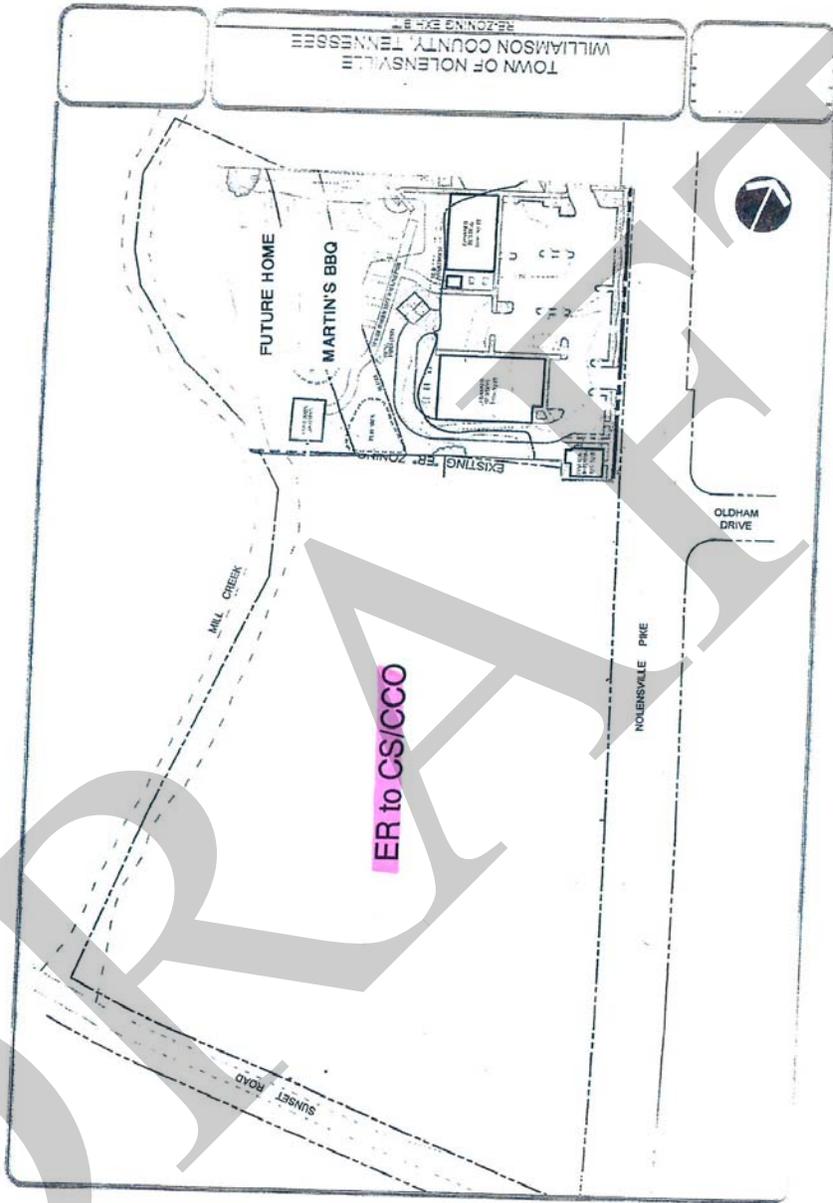


Exhibit A, Page 2



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 Aldermen 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

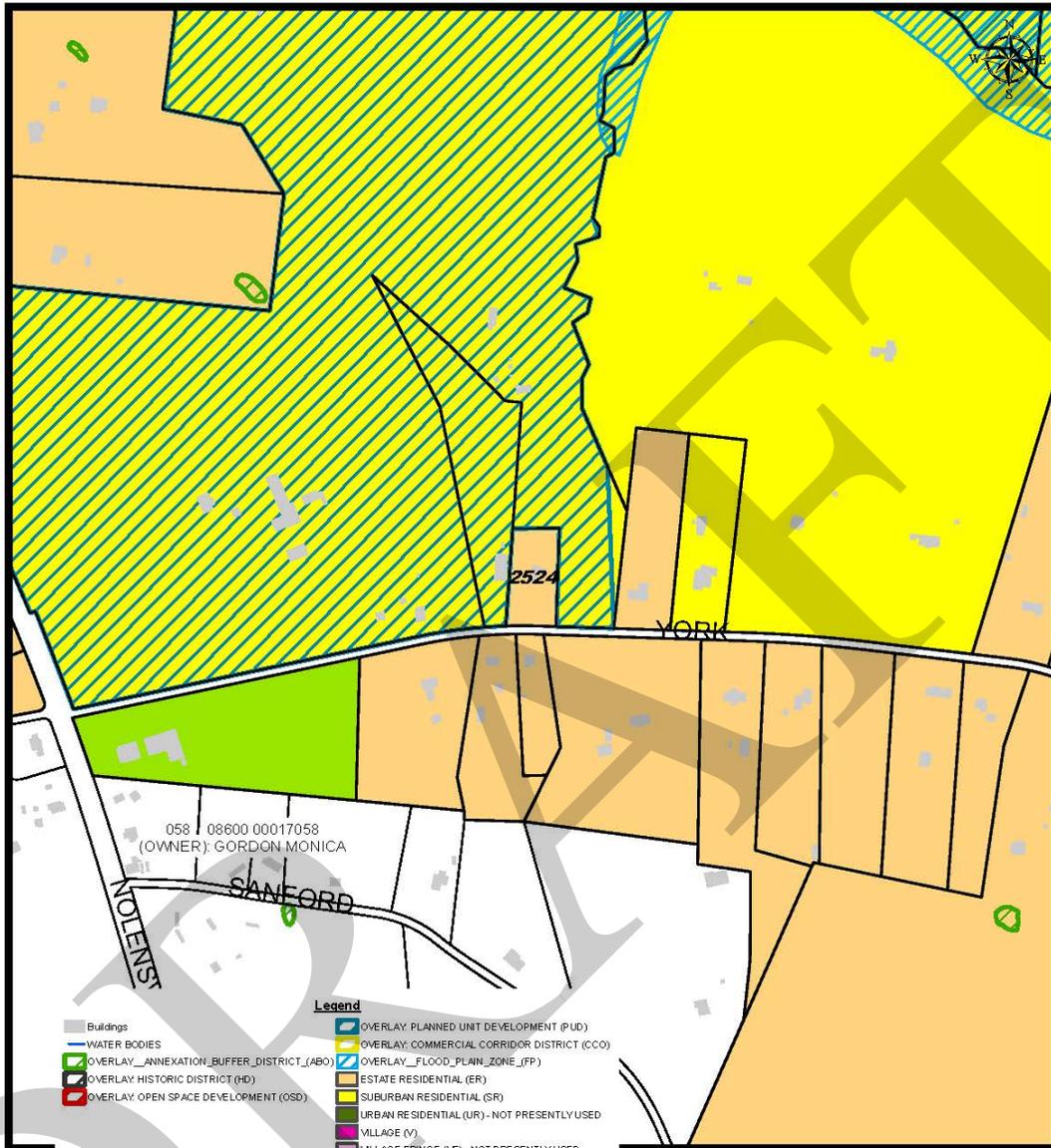
Jimmy Alexander, Mayor

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:

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 Aldermen 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

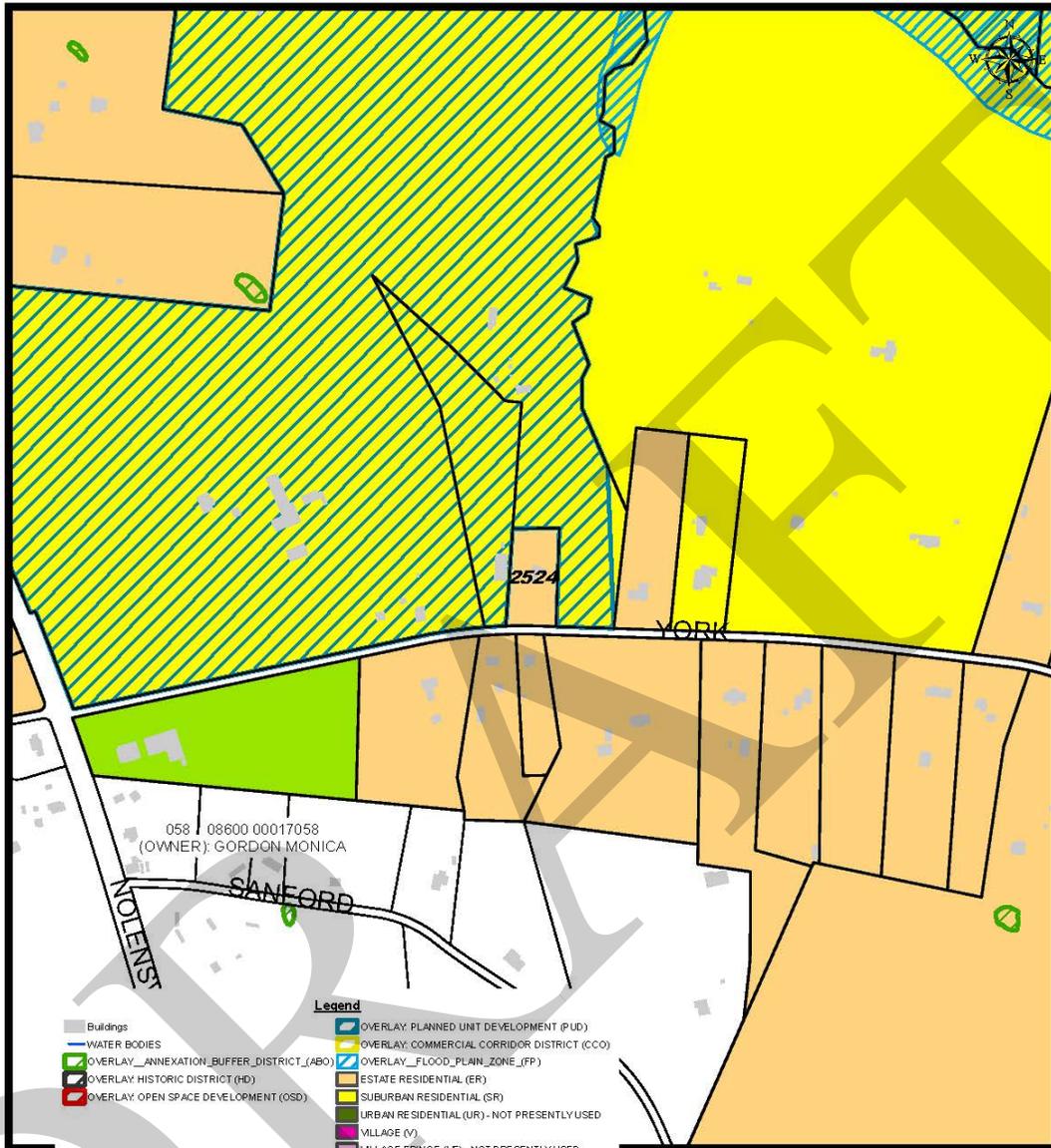
Jimmy Alexander, Mayor

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 #16-11

**AN ORDINANCE TO AMEND TITLE 9 OF THE MUNICIPAL CODE REGULATING SOLICITORS
IN THE TOWN OF NOLENSVILLE, TENNESSEE**

WHEREAS, the Board of Mayor and Alderman enacted Ordinance 9-104 in March, 1998; and,

WHEREAS, the legislature of the State of Tennessee granted a Charter to the Town of Nolensville and Sec. 6-2-201 of said Charter grants the Town of Nolensville the right to regulate business practices within the Town of Nolensville and exercise the general polices granted therein to protect the health and safety of inhabitants of the Town of Nolensville; and,

WHEREAS, a portion of Title 9 of the Nolensville Municipal Code (NMC) authorizes the town to regulate the actions of peddlers and solicitors within the Town of Nolensville and the issuance of permits pursuant to NMC 9-104 to peddlers and solicitors; and,

WHEREAS, the Board of Mayor and Alderman have found that it is necessary to protect the health and safety of the inhabitants of the Town of Nolensville by amending NMC 9-104.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE THAT TITLE 9 OF THE NMC IS AMENDED AS FOLLOWS:

NMC 9-104 is amended to insert the following sentence at the end of NMC 9-104(e): No more than four (4) employees and/or contractors shall be named on a permit issued to any one company and no more than one permit shall be issued to each company desiring to utilize peddlers and solicitors within the Town of Nolensville.

BE IT FINALLY ORDERED, by the Town of Nolensville, Williamson County, Tennessee, that this Ordinance shall be effective immediately upon its final passage and publication of its caption in a newspaper of general circulation within the Town of Nolensville, the public welfare requiring it.

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

Approved by: _____
Robert J. Notestine, III, Town Attorney

Passed 1st Reading: _____ Passed 2nd Reading: _____

ORDINANCE #16-12

**AN ORDINANCE AMENDING TITLE 15 OF
THE TOWN OF NOLENSVILLE MUNICIPAL CODE**

WHEREAS, the charter of the Town of Nolensville authorizes the Town to regulate motor vehicles, parking, traffic and speeding to preserve the health, safety, and welfare of the inhabitants of the Town of Nolensville; and,

WHEREAS, the Board of Mayor and Aldermen for the Town of Nolensville wishes to exercise its authority to prohibit certain turning movements on certain streets within the Town of Nolensville; and,

WHEREAS, the Board of Aldermen deem it necessary to insert additional provisions to Title 15 of the Nolensville Municipal Code (NMC);

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

Section 1. NMC, Title 15, Chapter 4, Section 15-406 is added as follows:

A left-turn prohibition is placed into effect as shown on signs to be posted by the Town and will be enforced on the following street: Nolensville Road at the Twice Daily entrance which is approximately 200 feet south of Oldham Drive. Henceforth, left turns both into and out of the driveway shall be prohibited.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE that this ordinance shall be effective immediately upon its final passage and the publication of its caption in a newspaper of general circulation within the Town of Nolensville, the public welfare demanding it.

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

Approved by: _____
Robert J. Notestine, III, Town Attorney

Passed 1st Reading: _____ Passed 2nd Reading: _____

ORDINANCE 16-13

**AN ORDINANCE OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF
NOLENSVILLE, TENNESSEE TO LEVY A TAX RATE IN EXCESS OF THE CERTIFIED TAX
RATE FOR TAX YEAR 2016**

WHEREAS, Tennessee Code Annotated § 67-5-1701 requires that, in the event of a general reappraisal in a county, the County Assessor of Property shall determine and certify to each municipality within the jurisdiction of the county a tax rate that will provide the same ad valorem revenue for that municipality as was levied during the previous tax year; and,

WHEREAS, Tennessee Code Annotated § 67-5-1701 authorizes the State Board of Equalization to establish policies providing a procedure or formula for calculating the certified tax rate and the Williamson County Assessor of Property followed that procedure after reappraisal in 2016; and,

WHEREAS, Tennessee Code Annotated § 67-5-1702, authorizes the governing body of a municipality to exceed the certified tax rate by resolution after advertising its intent to exceed the certified tax rate in a newspaper of general circulation in Williamson County with an Affidavit of Publication sent within thirty (30) days after publication to the State Board of Equalization, and public hearing; and,

WHEREAS, the certified tax rate for the Town of Nolensville, Tennessee as calculated in accordance with procedures set forth above has been established at \$.1191 cents per \$100.00 of assessed valuation for tax year 2016, and the Town of Nolensville desires to levy a tax rate \$.15 cents per \$100.00 assessed valuation, which is in excess of the certified tax rate; and,

WHEREAS, the Board of Mayor and Aldermen has held a public hearing on _____, 2016;

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

Section 1. A tax rate of \$.15 cents per \$100.00 assessed valuation is hereby levied in the Town of Nolensville, Tennessee for the tax year 2016.

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

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

Approved by: _____
Robert J. Notestine, III, Town Attorney

Passed 1st Reading: _____ Passed 2nd Reading: _____

CALCULATION FORM FOR CERTIFIED TAX RATE - 6/6/2016

COUNTY
Williamson County (094)

JURISDICTION
Nolensville (2015-\$0.15)

TAX YEAR
2016

	<u>Current Year</u>	<u>Prior Year</u>
1. Appraisal Ratio	1.0000	0.8878
2. Total locally assessed Real Property (Less new real)	\$ 318,861,940 \$ (13,738,785)	\$ 242,305,255
3. Total assessed value of tangible Personal Property (Less new personal)	\$ 5,165,538 \$ (709,883)	\$ 3,084,480
4. Total locally assessed tax base with adjustments	\$ 309,578,810	\$ 245,389,735
5. Estimated public utility assessments	\$ 5,172,228	\$ 4,591,904
6. Total Tax Base Assessment	\$ 314,751,038	\$ 249,981,639
7. Prior year's adjusted tax levy		\$ 374,972
8. Certified Tax Rate	\$ 0.1191 *	


Assessor

Chief Executive

Please Note:
*Rounding up is not permitted.



ORDINANCE #16-14

AN ORDINANCE TO AMEND TITLE 1 OF THE MUNICIPAL CODE FIXING THE TIME AND PLACE OF REGULAR MEETINGS OF THE BOARD OF MAYOR AND ALDERMEN IN THE TOWN OF NOLENSVILLE, TENNESSEE

WHEREAS, the Board of Mayor and Alderman enacted Ordinance #96-01 on October, 1996 and subsequently amended in February, 1997 by Ordinance #97-01; and,

WHEREAS, the Board of Mayor and Aldermen have found it necessary to amend the Nolensville Municipal Code (NMC) 1-101 to correct the location of regular meetings of the Board of Mayor and Aldermen;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE THAT TITLE 1 OF THE NMC IS AMENDED AS FOLLOWS:

1-101. Time and place of regular meetings. Regular meetings of the board of mayor and aldermen shall be held at 7:00 p.m. on the first Thursday of each month at Nolensville Town Hall, located at 7218 Nolensville Road; however, if this day falls on a holiday, or on a day observed as a holiday, the regular meeting shall be held at the same time and place on the next regular work day as determined by the Board of Mayor and Aldermen. (Ord. #96-01, Oct. 1996, as amended by Ord. #97-01, Feb. 1997).

BE IT FINALLY ORDERED, by the Town of Nolensville, Williamson County, Tennessee, that this Ordinance shall be effective immediately upon its final passage and publication of its caption in a newspaper of general circulation within the Town of Nolensville, the public welfare requiring it.

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

Approved by: _____
Robert J. Notestine, III, Town Attorney

Passed 1st Reading: _____ Passed 2nd Reading: _____

TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 16-20

A RESOLUTION TO ALLOW PAYMENTS OF MUNICIPAL COURT FEES, FINES, AND COSTS TO BE MADE BY CREDIT CARD AND ENTER INTO AN AGREEMENT WITH NCOURT, LLC FOR ELECTRONIC PAYMENT PROCESSING SERVICES

WHEREAS, Tennessee Code Annotated § 8-21-107 allows municipal court clerks responsible for the collection of fees, fines, court costs and other charges to accept payment by credit or debit card and collect a service and/or merchant fee for processing electronic payment; and,

WHEREAS, processing fees related to these services are underwritten by a “user fee” added to payment transactions; and,

WHEREAS, Tennessee Code Annotated § 8-21-107 grants the Municipal Court Clerk the ability to set the processing fee at a reasonable rate not to exceed five (5) percent, given the processing fees are disclosed on the transactions; and,

WHEREAS, the Town of Nolensville desires to accept credit or debit card payments of municipal court fees, fines and costs via website, phone, and in person; and,

WHEREAS, various proposals were considered and nCourt, LLC was identified as the firm best able and qualified to perform these duties as described in the attached proposal;

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

Section 1. Credit card payments for court fines, costs and fees are accepted by the Town of Nolensville municipal court clerk, with processing fees to be disclosed on every transaction.

Section 2. The Mayor, or his designee, is hereby authorized to enter into an agreement with nCourt, LLC to perform electronic payment processing services.

Section 3. The proposed services are attached to and made part of this resolution.

RESOLVED this 7th day of July, 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____



June 9, 2016

Town of Nolensville
7218 Nolensville Road
Nolensville, TN 37135
Attn: Kim Hardison, Director of Finance

Dear Ms. Hardison:

As requested, this letter agreement ("Agreement") with Town of Nolensville (hereinafter referred to as the "Agency"), sets forth our mutual understanding of the terms and conditions pertaining to nCourt LLC providing Town of Nolensville with an electronic payment processing program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. nCourt LLC ("nCourt") is a government services technology company that, among other things, provides software that permits government agencies to collect citation payments via web, phone and counter with a credit or debit card (the "Program").
2. nCourt shall build, host and maintain an Agency-specific website(s) for Town of Nolensville. nCourt will purchase a URL, www.TBD.com.
3. All costs for development, hosting, application, processing, customer service and merchant fees related to the Program are underwritten by a 'user fee' included in the payment transaction as follows:
 - Citation payments made via the web and our live bilingual call center – 5.0%
 - Citation payments made at the counter via PCI compliant, EMV ready card readers – 3.5%
4. There is no cost to the Agency for the implementation and operation of the Program. Agency will make resources available to assist nCourt in the timely launch of the payment processing program. The expected "go live" date for the services contemplated in this Agreement is 45 days from the execution of this Agreement.
5. nCourt will provide a secure website that will allow payers to enter their pertinent information, e.g., citation number and fine amount, and then proceed to pay with a credit or debit card.
6. When a payment is authorized, nCourt will provide email notification to the Agency and will update the Agency's Dashboard with the payment details. Agency employees will accept or reject the payment in the Dashboard and, if accepted, update their databases with payment information.
7. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification, when the Agency processes the payment in the Dashboard.
8. Payments are deposited daily into a government fees custodial account and transferred by ACH electronic transfer to the Agency on a daily basis. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by nCourt.
9. nCourt guarantees to Town of Nolensville all fees collected, regardless of any chargeback issues. In the case of suspected fraud, nCourt may, from time to time, reach out to the Town of Nolensville for assistance in pursuing resolution to suspected fraudulent chargebacks. In such instances, the Agency agrees to provide reasonable assistance to nCourt in these efforts. Such support may include providing



documentation, call records, and/or in cases of documented fraud, reinstatement of the underlying citation.

10. Upon completion of the solution, nCourt will provide the Agency with two [2] Ingenico iPP230 or VeriFone vx805 PCI compliant, EMV ready credit card reader for taking payments at the counter. Upon receipt, this hardware becomes the sole and exclusive property of the Agency. nCourt will facilitate processing of any warranty claims on the EMV ready credit card reader during the manufacturers' warranty period. Following the expiration of the manufacturers' warranty, nCourt will subsidize the replacement of any defective or damaged EMV credit card reading device according to the following schedule:

<u>Replacement period</u>	<u>nCourt will pay x% of the replacement cost</u>
1 st year following warranty expiration	25%
2 nd year following warranty expiration	50%
3 rd year following warranty expiration	75%
4 th year following warranty expiration and beyond	100%

11. Upon notification of an over- or under-payment of any fine amount, nCourt will refund an overpayment or notify the buyer via automated email of their under-payment and the remaining amount due.
12. If there are designated payments which are ineligible for online payment, the Agency will be able to reject the payment through the Dashboard. Payers will be notified by automated email.
13. nCourt shall hold harmless, indemnify and defend Town of Nolensville and all of it's officers, employees and/or officials from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature that may be asserted by any person or entity arising from or in connection with the collection of payments by credit or debit card or through internet transactions pursuant to the terms of this Agreement.
14. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of Agency personnel.
15. In order to ensure high utilization of the Program and thereby further streamline payment processing, the website address shall be printed on all invoices and a payment link to the nCourt payment system will be established on the Agency's website. Links from other government websites will also be explored. Additionally, Agency administrative staff should routinely advise telephone callers of the Agency's website(s) which should create greater utilization and reduce telephone inquiries to the Agency. The expected processing volume in the Program is estimated at 200 citations (\$ value or # transactions (please indicate) per month.
16. The disclaimer language to appear on the website is contained in Appendix A, attached hereto.
17. This Agreement may be terminated by the Agency at will but with 90 days prior notice.
18. This Agreement represents the final agreement of the parties. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.
19. This Agreement has been executed and delivered in the State of Tennessee, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State Tennessee, without giving credence to the conflicts of law provisions thereof.



20. The parties acknowledge that they have executed this Agreement as of the date and year first above written.

Agreed and Accepted:

By: _____

Title: _____

Date: _____

nCourt LLC Signed by:

By: Jeff Colonna
485CCE3459D64CB...

Title: Controller

Date: 6/9/2016

DRAFT



APPENDIX A

To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the “ACCEPT TERMS” button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press “DECLINE TERMS” button to return to the Citation Search screen.

The systems in place for automated processing of information from this court have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this automated payment system, USER acknowledges and understands that errors may occur just as errors can occur with human processing of information. By using this service you agree that this is voluntary and that you (the “USER”) understand that the convenience (or service) fee added to the payment(s) being made are charged by the Provider to pay merchant processing fees, web hosting fees, administration and other costs and expenses associated with providing this service. No part of the convenience (or service) fee benefits the court, the judge, any specific civil service individual or any jurisdiction in which the charges or fees were levied, incurred or are being paid.

Other than in connection with processing the payment being made, to the fullest extent possible, identifying private information will not be distributed in any way. No data records or other information will be used, released or sold to any third party. No information will be released to any other party unless such party requires the information for purposes of processing or providing another service essential to completing the transaction related to the payment(s) being made.

nCourt, LLC (the “Company”) agrees to use all reasonable efforts to provide accurate processing of information provided from court files and to diligently distribute information provided by the USER to the court. nCourt, LLC cannot and does not guarantee the accuracy or timeliness of any provided information provided and expressly disclaim any warranty, including merchantability and fitness for a particular use under the Uniform Commercial Code of Georgia beyond the extent of the convenience (or service) fees paid by the user of the service.

nCourt, LLC has in place a comprehensive security plan and internal control plan which is designed to ensure the anonymity of program user information. Further, access to such information is controlled and restricted to authorized personnel only. The payment submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is being transferred across the internet. Your personal financial data is NOT stored on computers administered by the Company.

By submitting this information electronically, you agree to release the court, judge, civil service individuals or any jurisdiction in which the charges or fees were levied, and nCourt, LLC, its principals, officers, directors, employees, agents affiliated companies, successors and assignees (collectively the ‘Providers’) from any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected to the use of the Program or with the delay or inability to use it, or for any information, software, products and services obtained through this program, or otherwise arising out of the use of this program, the internet generally, or on any other basis (whether based on contract, tort, strict liability or otherwise.) The Providers will not be responsible for any security breaches or non-compliance with Federal or State law or terms of this agreement which results in any act or omission of the USER or a third party unrelated to the negligence of the Provider.

The operation of this online payment program is based in Kennesaw, Georgia and any action of any nature against the company must be brought in Cobb County, Georgia. You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the Provider(s) against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Provider(s) to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, process fees, costs, attorney’s fees, plus any incidental or associated damages proven by the Provider(s). Any such civil actions shall be brought in the courts of Cobb County, Georgia, without regard to choice of law, and all parties consent to jurisdiction and venue therein. Nothing herein is to be construed as legal counsel or advice. Users should consult with their own legal counsel with respect to the implications of making the payment through this system.

Any purchases made by a USER from nCourt, LLC via the nCourt web services sites is NON-REFUNDABLE, in whole or in part, once the payment has been submitted, confirmed and accepted by the court. If the submission is rejected by the court, refunds will be processed via credit card, ACH or paper check. Any processing fees associated with the transaction are NON-REFUNDABLE.

To continue to pay your fee, fine, citation or other payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the “ACCEPT TERMS” button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press “DECLINE TERMS” button to return to the Citation Search screen.

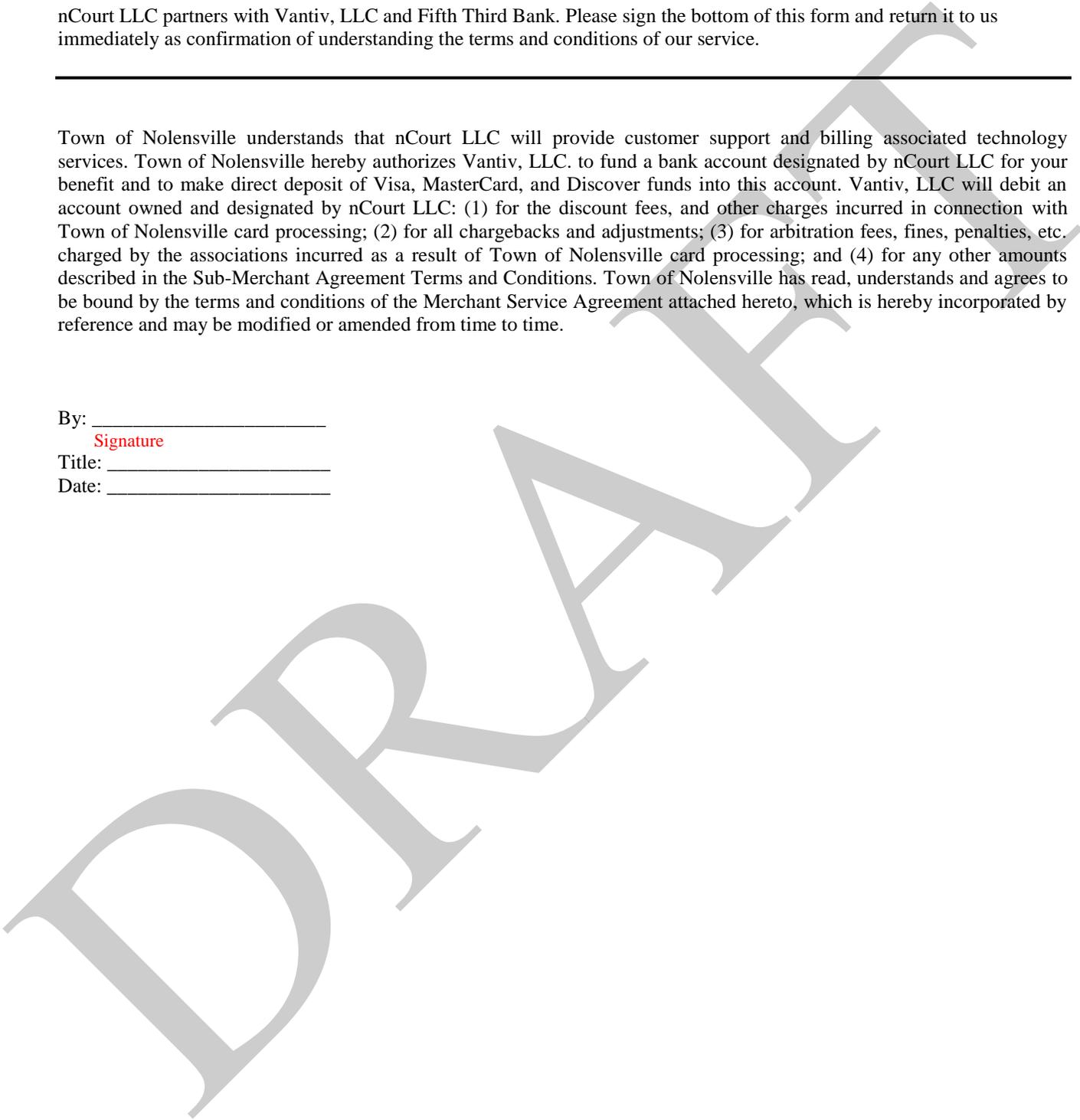
Please indicate your consent to these terms by pressing the ‘Accept Terms’ button.



nCourt LLC partners with Vantiv, LLC and Fifth Third Bank. Please sign the bottom of this form and return it to us immediately as confirmation of understanding the terms and conditions of our service.

Town of Nolensville understands that nCourt LLC will provide customer support and billing associated technology services. Town of Nolensville hereby authorizes Vantiv, LLC. to fund a bank account designated by nCourt LLC for your benefit and to make direct deposit of Visa, MasterCard, and Discover funds into this account. Vantiv, LLC will debit an account owned and designated by nCourt LLC: (1) for the discount fees, and other charges incurred in connection with Town of Nolensville card processing; (2) for all chargebacks and adjustments; (3) for arbitration fees, fines, penalties, etc. charged by the associations incurred as a result of Town of Nolensville card processing; and (4) for any other amounts described in the Sub-Merchant Agreement Terms and Conditions. Town of Nolensville has read, understands and agrees to be bound by the terms and conditions of the Merchant Service Agreement attached hereto, which is hereby incorporated by reference and may be modified or amended from time to time.

By: _____
Signature
Title: _____
Date: _____



TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 16-21

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF
THE TOWN OF NOLENSVILLE, TENNESSEE ADOPTING AN
INTERNAL CONTROL POLICY AND PROCEDURE MANUAL**

WHEREAS, the Legislature of the State of Tennessee enacted § 9-18-102 during the 2015 legislative session requiring local governments to establish and adopt internal control policies and procedures; and,

WHEREAS, the purpose of internal controls is to provide reasonable assurances that: (a) Obligations and costs are in compliance with applicable law; (b) Funds, property, and other assets are safeguarded against waste, loss, unauthorized use, or misappropriation; and (c) Revenues and expenditures are properly recorded and accounted for in order to prepare accurate and reliable reports and to maintain accountability over the assets; and,

WHEREAS, the Board of Mayor and Aldermen of the Town of Nolensville wishes to establish and adopt internal control policies and procedures to be administered by the Town Administrator and Certified Municipal Finance Officer; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee hereby adopts the attached internal control policies and procedures incorporated herein by reference.

RESOLVED this 7th day of July, 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

INTERNAL CONTROL MANUAL FORTHCOMING FOR CONSIDERATION

DRAFT

TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 16-22

**A RESOLUTION TO RELEASE CK DEVELOPMENT FROM MAINTENANCE
BONDING AND ACCEPT THE ROADS AND PUBLIC IMPROVEMENTS WITHIN
BENT CREEK PHASE 4 SECTION 1A FOR MAINTENANCE**

WHEREAS, CK Development, developer of Bent Creek Phase 4 Section 1A, located on a portion of Aunt Nannies Place; 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 Aunt Nannies Place; and,

WHEREAS, the Town of Nolensville Planning Commission met on June 14th and is in agreement to release the Maintenance Bond; and,

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

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

RESOLVED this 7th day of July 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

