

**AGENDA**  
**TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN**  
**THURSDAY, SEPTEMBER 1, 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 August 4<sup>th</sup>, 2016
5. Treasurer's Report – July, 2016
6. Reading of "Be Nice" Proclamation
7. Committee Reports
  - a. Planning Commission
    1. Major Thoroughfare Plan Briefing
  - 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. Consent Agenda\*
  - a. Resolution 16-24, a resolution to enter into an agreement with Duncan and Associates for a road impact fee study—Mayor Alexander
  - b. Resolution 16-25, a resolution of the Board of Mayor and Aldermen to make application for The Pool's Safety Partners matching grant program—Mayor Alexander
  - c. Resolution 16-26, a resolution to declare certain property of the Town of Nolensville surplus and provide the authority to the mayor to dispose of or sell surplus inventory—Mayor Alexander
  - d. Resolution 16-27, a resolution to declare certain property of the Town of Nolensville Police Department surplus, grant the authority to the mayor to dispose of or sell surplus inventory and return the proceeds for these items to the drug fund—Mayor Alexander
  - e. Resolution 16-28, a resolution to enter into an agreement with Volkert, Incorporated for planning services related to developing a comprehensive plan for the Town of Nolensville, Tennessee
9. Second reading of Ordinance 16-08, an ordinance to rezone a portion of the property at 7223 Nolensville Road from Estate Residential (ER) to Commercial Services (CS) with a Commercial Corridor Overlay (CCO)—Mayor Alexander
10. Reading of Resolution 16-29, a resolution to amend an existing agreement with Ragan-Smith Associates, Incorporated and authorize the use of funds for engineering consultant work on Phases 1 and 2 of the Sunset Road improvement project—Mayor Alexander
11. Other
12. 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 further consideration.*

Town of Nolensville  
Board of Mayor and Aldermen Meeting  
Date: August 4, 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 Sarah Sitterle, Consultant Micah Wood and Recorder Kali Mogul. There were 19 citizens present.

Alderman Tommy Dugger said the prayer and led the Pledge of Allegiance.

Mayor Alexander announced that Agenda Item 11, Ordinance 16-08, had been deferred at the request of the applicant.

Ms. Katy Jones thanked the Aldermen for attending James Donald's funeral and asked the Board to consider what she has mentioned previously regarding the rezoning of 7223 Nolensville Road.

Next, Mayor Alexander made a motion to approve the minutes from the Board meeting of July 7<sup>th</sup>, 2016, seconded by Alderman Dugger. The motion passed unanimously.

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

Alderman Larry Felts gave a summary of Mr. Len Rossi's wrestling career, and Alderman Snyder read a proclamation honoring Mr. Rossi's induction into the Professional Wrestling Hall of Fame. Mr. Rossi thanked the board and the Town for the recognition.

Mayor Alexander then made a motion to appoint Alderman Larry Felts to the Storm Water Appeals Board, which was seconded by Alderman Dugger and approved unanimously.

#### COMMITTEE REPORTS:

Mayor Alexander and Town Administrator Ken McLawhon introduced new Town Planner Sarah Sitterle.

Town Engineer Don Swartz provided updates on the following:

- Wisner Engineering has been selected to handle the third Safe Routes to School program.
- Collier Engineering confirmed that Sessions Paving will finish Sam Donald Road in the coming week.
- The Stonebrook Safe Routes to School and Small Town Connections trail are still in review with TDOT, so the Town is awaiting notice to proceed.

On behalf of the Nolensville Fire Department, Chief Hall reported statistics for July. The Department has been involved with inspecting the new school campus and was trained on egress and fire alarm panels. Chief Hall also requested that Town employee Keith Rosenbury be allowed to be dispatched on emergency calls during the day if needed.

Police Chief Troy Huffines presented his report on monthly offenses, stop data, and management report for July. Chief Huffines mentioned the Police Department is prepared for the first day of school at the new campus. Town Administrator McLawhon clarified that recruiting has been slow for a number of reasons.

Mr. Bryan Howell reported for the Public Works Department. The tractor has been out of service for three weeks, and the State is also delayed on cutting the Right of Way on Nolensville Road.

There was no report for the Historic Zoning Commission, as there were no submittals for July.

In Mr. Tyler Thayer's absence, Town Administrator Ken McLawhon reported that The Retail Coach was in town on July 18<sup>th</sup> for an update, and the recruitment process is underway.

There were no reports for the Town Events and Trees and Trails Committees.

Mayor Alexander made a motion to approve the Consent Agenda, which included Resolution 16-23 to release CK Development from maintenance bonding and accept the roads and public improvements within Bent Creek Phase 6, Section 2B for maintenance. Alderman Snyder seconded the motion, which passed unanimously.

At 7:34 p.m., Mayor Alexander opened a Public Hearing on Ordinance 16-13, an ordinance levying a tax rate in excess of the certified rate for tax year 2016. With no comments, the Mayor closed the hearing at 7:35 p.m.

Mayor Alexander reiterated that the second reading of Ordinance 16-08 had been deferred at the request of the applicant until the next Board meeting on September 1, 2016.

Next, Mayor Alexander made a motion to approve the second reading of 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. Upon a vote, the approval passed unanimously.

A motion was made by Mayor Alexander to approve on second reading Ordinance 16-11, an ordinance to amend Title 9 of the Municipal Code regulating solicitors in the Town of Nolensville, Tennessee, seconded by Alderman Snyder. The motion passed unanimously.

Mayor Alexander then made a motion to approve on second reading Ordinance 16-12, an ordinance amending Title 15 of the Town of Nolensville Municipal Code regulating motor vehicles, parking, traffic, and speeding. The Mayor commented that this ordinance is to enforce the right-in/right-out only traffic at the Twice Daily on Nolensville Road. Alderman Patrick seconded the motion, which passed unanimously.

A motion was made by Mayor Alexander to approve on second reading Ordinance 16-13, an ordinance levying a tax rate in excess of the certified rate for tax year 2016. This is in response to Williamson County conducting a reappraisal of property and mentioned there has not been a property tax increase in six years. Alderman Patrick seconded the motion, which passed by unanimous vote.

Mayor Alexander made a motion to approve on second reading 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. Alderman Dugger seconded. Upon a vote, the approval passed unanimously.

Mayor Alexander then announced that the Williamson County Fair would begin the next day. There will also be a kids' triathlon held in Nolensville on August 14<sup>th</sup>. Mayor Alexander thanked everyone for their concern about Ms. Janice Green. Alderman Dugger addressed a comment to Town Administrator McLawhon requesting the incremental property tax revenue be used to help fund road improvements.

Mayor Alexander adjourned the meeting at 7:46 p.m.

Respectfully submitted,

Approved,

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Kali Mogul  
Town Recorder

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Jimmy Alexander  
Mayor

**Town of Nolensville  
Cash on Hand Report  
7/31/2016**

<b>Bank Account</b>	<b>Financial Institution</b>	<b>Interest Rate</b>	<b>Balance</b>	<b>Fund Total</b>
<b>General Fund:</b>				
Rainy Day Fund	Peoples State Bank of Commerce	0.81%	\$153,919.07	
Legal Fund	Peoples State Bank of Commerce	0.81%	\$3,344.31	
Growth Fund	Peoples State Bank of Commerce	0.81%	\$88,007.63	
Local Investment	State of Tennessee	0.35%	\$3,774.37	
Checking	Peoples State Bank of Commerce	0.81%	\$24,581.39	
Savings	Peoples State Bank of Commerce	0.81%	\$3,570,755.56	
				<b>General Fund Total</b>
				\$3,844,382.33
<b>Facilities Tax:</b>				
Checking	Peoples State Bank of Commerce	0.00%	\$277.02	
Money Market	Peoples State Bank of Commerce	0.85%	\$2,515,157.64	
Capital Funds	Peoples State Bank of Commerce	0.81%	\$37,365.09	
				<b>Facilities Tax Total</b>
				\$2,552,799.75
<b>Impact Fee:</b>				
Impact Checking	Peoples State Bank of Commerce	0.00%	\$78.33	
Impact Base	Peoples State Bank of Commerce	0.81%	\$4,290,260.99	
Impact 25%	Peoples State Bank of Commerce	0.81%	\$27,527.08	
				<b>Impact Fee Total</b>
				\$ 4,317,866.40
<b>Drug Fund:</b>				
Drug Fund	Peoples State Bank of Commerce	0.81%	\$14,813.73	
				<b>Drug Fund Total</b>
				\$14,813.73
<b>State Street Aid:</b>				
Local Investment	State of Tennessee	0.35%	\$5,603.94	
Checking	Peoples State Bank of Commerce	0.00%	\$355.13	
Savings	Peoples State Bank of Commerce	0.81%	\$415,608.75	
				<b>State Street Aid Total:</b>
				\$421,567.82
<b>County School:</b>				
County 30%-Checking	Peoples State Bank of Commerce	0.00%	\$288.56	
County 30%-Save	Peoples State Bank of Commerce	0.81%	\$199,084.66	
				<b>County School Fund Total</b>
				\$ 199,373.22
<b>Debt Service:</b>				
Debt Service-Checking	Peoples State Bank of Commerce	0.00%	\$0.00	
Debt Service-Save	Peoples State Bank of Commerce	0.81%	\$1,212,655.57	
				<b>Debt Service Fund Total</b>
				\$ 1,212,655.57
				<b>Total Cash On Hand</b>
				<b><u>\$12,563,458.82</u></b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2017-1 Ending July 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
110-410-41000	368,122.00 \$	618.73 \$	368,122.00 \$\$	618.73	99.83%
110-410-41140	5,000.00	0.00	5,000.00	0.00	100.00%
110-410-42300	500.00	37.98	500.00	37.98	92.40%
110-410-42500	420,000.00	38,936.59	420,000.00	38,936.59	90.73%
110-410-42540	69,600.00	13,777.08	69,600.00	13,777.08	80.21%
110-410-42550	90,000.00	7,477.99	90,000.00	7,477.99	91.69%
110-410-42670	60,000.00	4,974.65	60,000.00	4,974.65	91.71%
110-410-42680	90,000.00	5,105.76	90,000.00	5,105.76	94.33%
110-410-42910	1,400.00	0.00	1,400.00	0.00	100.00%
110-410-42920	6,720.00	0.00	6,720.00	0.00	100.00%
110-410-44310	619,008.00	53,427.10	619,008.00	53,427.10	91.37%
110-410-44320	75,000.00	87,281.53	75,000.00	87,281.53	(16.38%)
110-410-44330	3,968.00	0.00	3,968.00	0.00	100.00%
110-410-44340	21,600.00	2,014.50	21,600.00	2,014.50	90.67%
110-410-44370	16,268.80	1,345.45	16,268.80	1,345.45	91.73%
110-410-44500	92,851.20	62.73	92,851.20	62.73	99.93%
110-410-44610	75.00	9.65	75.00	9.65	87.13%
110-410-45600	15,000.00	2,415.82	15,000.00	2,415.82	83.89%
110-410-45650	5,000.00	0.00	5,000.00	0.00	100.00%
110-410-45675	22,300.00	760.00	22,300.00	760.00	96.59%
110-410-45695	600.00	0.00	600.00	0.00	100.00%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>1,983,013.00</b>	<b>218,245.56</b>	<b>1,983,013.00</b>	<b>218,245.56</b>	<b>88.99%</b>
<b>ENGINEERING Revenues</b>					
110-420-43010	358,800.00	64,301.80	358,800.00	64,301.80	82.08%
110-420-43011	6,225.00	249.63	6,225.00	249.63	95.99%
110-420-43012	4,250.00	300.00	4,250.00	300.00	92.94%
110-420-43015	100.00	50.00	100.00	50.00	50.00%
110-420-43030	17,600.00	2,685.00	17,600.00	2,685.00	84.74%
110-420-43035	20,000.00	4,100.00	20,000.00	4,100.00	79.50%
110-420-43040	30,000.00	4,350.00	30,000.00	4,350.00	85.50%
110-420-43050	2,000.00	0.00	2,000.00	0.00	100.00%
110-420-43060	11,200.00	1,891.00	11,200.00	1,891.00	83.12%
110-420-43080	6,500.00	400.00	6,500.00	400.00	93.85%
110-420-43090	2,400.00	0.00	2,400.00	0.00	100.00%
110-420-43095	15,000.00	1,557.00	15,000.00	1,557.00	89.62%
110-420-43100	5,400.00	0.00	5,400.00	0.00	100.00%
110-420-43105	1,500.00	0.00	1,500.00	0.00	100.00%
110-420-43120	250.00	0.00	250.00	0.00	100.00%
110-420-43130	200.00	50.00	200.00	50.00	75.00%
110-420-44513	15,000.00	2,201.68	15,000.00	2,201.68	85.32%
110-420-45645	1,000.00	74.00	1,000.00	74.00	92.60%
<b>Total ENGINEERING Revenues</b>	<b>497,425.00</b>	<b>82,210.11</b>	<b>497,425.00</b>	<b>82,210.11</b>	<b>83.47%</b>
<b>POLICE Revenues</b>					
110-430-45680	11,000.00	0.00	11,000.00	0.00	100.00%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2017-1 Ending July 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-430-46000 OFFICER COURT FEE	4,500.00	482.60	4,500.00	482.60	89.28%
110-430-47000 COURT COSTS	135,000.00	7,483.51	135,000.00	7,483.51	94.46%
<b>Total POLICE Revenues</b>	<b>150,500.00</b>	<b>7,966.11</b>	<b>150,500.00</b>	<b>7,966.11</b>	<b>94.71%</b>
<b>Total GENERAL FUND Revenues</b>	<b>2,630,938.00 \$</b>	<b>308,421.78 \$</b>	<b>2,630,938.00 \$\$</b>	<b>308,421.78</b>	<b>88.28%</b>
<b>Expenditures</b>					
<b>BOMA Expenditures</b>					
110-400-51100 SALARIES	21,000.00 \$	1,750.00 \$	21,000.00 \$\$	1,750.00	91.67%
110-400-51400 EMPLOYER CONTRIBUTIONS	1,606.50	133.87	1,606.50	133.87	91.67%
110-400-52000 CONTRACTUAL SERVICES	6,000.00	0.00	6,000.00	0.00	100.00%
110-400-52115 ELECTION COST	1,000.00	0.00	1,000.00	0.00	100.00%
110-400-52350 MEMBERSHIPS REGISTRATION FEES	5,793.00	3,566.83	5,793.00	3,566.83	38.43%
110-400-52360 PUBLIC RELATIONS/SPECIAL EVENTS	5,500.00	91.07	5,500.00	91.07	98.34%
110-400-52400 CELLULAR TELEPHONE	660.00	56.26	660.00	56.26	91.48%
110-400-52500 PROFESSIONAL SERVICES	3,575.00	230.24	3,575.00	230.24	93.56%
110-400-52520 LEGAL SERVICES	38,400.00	2,842.50	38,400.00	2,842.50	92.60%
110-400-52800 TRAVEL	1,500.00	716.88	1,500.00	716.88	52.21%
110-400-53100 OFFICE SUPPLIES AND MATERIALS	0.00	981.27	0.00	981.27	0.00%
110-400-55100 LIABILITY INSURANCE	3,341.00	0.00	3,341.00	0.00	100.00%
110-400-55150 WORKERS COMPENSATION INSURANCE	132.00	0.00	132.00	0.00	100.00%
110-400-57330 EMPLOYEE APPRECIATION	3,800.00	0.00	3,800.00	0.00	100.00%
110-400-57710 TREES N TRAILS	5,000.00	0.00	5,000.00	0.00	100.00%
110-400-57720 ECONOMIC DEVELOPMENT	5,300.00	5,000.00	5,300.00	5,000.00	5.66%
110-400-57730 HISTORIC AND BEAUTIFICATION	4,400.00	708.27	4,400.00	708.27	83.90%
110-400-57740 TOURISM	1,200.00	0.00	1,200.00	0.00	100.00%
110-400-57760 TOWN EVENTS	32,022.00	236.59	32,022.00	236.59	99.26%
110-400-57880 OTHER BOMA/EMPLOYEE SERVICE	3,000.00	271.29	3,000.00	271.29	90.96%
<b>Total BOMA Expenditures</b>	<b>143,229.50</b>	<b>16,585.07</b>	<b>143,229.50</b>	<b>16,585.07</b>	<b>88.42%</b>
<b>GENERAL GOVERNMENT Expenditures</b>					
110-410-51100 SALARIES	211,490.00	21,976.24	211,490.00	21,976.24	89.61%
110-410-51400 EMPLOYER CONTRIBUTIONS	16,178.99	1,659.10	16,178.99	1,659.10	89.75%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	29,309.00	2,441.02	29,309.00	2,441.02	91.67%
110-410-51430 EMPLOYEE RETIREMENT PLAN	7,180.00	1,063.63	7,180.00	1,063.63	85.19%
110-410-51470 UNEMPLOYMENT INSURANCE	360.00	0.00	360.00	0.00	100.00%
110-410-52110 POSTAGE BOX RENT ETC	1,200.00	60.00	1,200.00	60.00	95.00%
110-410-52310 PUBLICATION OF LEGAL NOTICES	1,000.00	57.80	1,000.00	57.80	94.22%
110-410-52350 MEMBERSHIPS REGISTRATION FEES	3,636.00	(50.00)	3,636.00	(50.00)	101.38%
110-410-52400 CELLULAR TELEPHONE	1,620.00	116.74	1,620.00	116.74	92.79%
110-410-52500 PROFESSIONAL SERVICES	4,800.00	0.00	4,800.00	0.00	100.00%
110-410-52600 REPAIR AND MAINTENANCE SERVICES	3,095.29	68.01	3,095.29	68.01	97.80%
110-410-52800 TRAVEL	2,650.00	779.04	2,650.00	779.04	70.60%
110-410-53100 OFFICE SUPPLIES AND MATERIALS	2,000.00	342.58	2,000.00	342.58	82.87%
110-410-55100 LIABILITY INSURANCE	3,341.00	0.00	3,341.00	0.00	100.00%
110-410-55150 WORKERS COMPENSATION INSURANCE	1,065.00	0.00	1,065.00	0.00	100.00%
110-410-55510 TRUSTEE FEES	10,000.00	13.16	10,000.00	13.16	99.87%
110-410-55900 50% STATE MIXED DRINK TAX	10,800.00	1,007.25	10,800.00	1,007.25	90.67%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2017-1 Ending July 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>309,725.28</b>	<b>29,534.57</b>	<b>309,725.28</b>	<b>29,534.57</b>	<b>90.46%</b>
<b>COURT Expenditures</b>					
110-415-51100 SALARIES	71,365.00	7,976.10	71,365.00	7,976.10	88.82%
110-415-51400 EMPLOYER CONTRIBUTIONS	5,459.42	610.15	5,459.42	610.15	88.82%
110-415-51420 HOSPITAL AND HEALTH INSURANCE	8,655.00	713.51	8,655.00	713.51	91.76%
110-415-51430 EMPLOYEE RETIREMENT PLAN	938.68	227.45	938.68	227.45	75.77%
110-415-51470 UNEMPLOYMENT INSURANCE	180.00	0.00	180.00	0.00	100.00%
110-415-52110 POSTAGE BOX RENT ETC	245.00	0.00	245.00	0.00	100.00%
110-415-52350 MEMBERSHIPS REGISTRATION FEES	350.00	0.00	350.00	0.00	100.00%
110-415-52500 PROFESSIONAL SERVICES	0.00	500.00	0.00	500.00	0.00%
110-415-52600 REPAIR AND MAINTENANCE SERVICES	3,335.29	114.54	3,335.29	114.54	96.57%
110-415-52800 TRAVEL	250.00	0.00	250.00	0.00	100.00%
110-415-53100 OFFICE SUPPLIES AND MATERIALS	400.00	0.00	400.00	0.00	100.00%
110-415-55100 LIABILITY INSURANCE	3,341.00	0.00	3,341.00	0.00	100.00%
110-415-55150 WORKERS COMPENSATION INSURANCE	235.00	0.00	235.00	0.00	100.00%
<b>Total COURT Expenditures</b>	<b>94,754.39</b>	<b>10,141.75</b>	<b>94,754.39</b>	<b>10,141.75</b>	<b>89.30%</b>
<b>ENGINEERING Expenditures</b>					
110-420-51100 SALARIES	85,340.00	9,846.93	85,340.00	9,846.93	88.46%
110-420-51400 EMPLOYER CONTRIBUTIONS	6,528.51	753.27	6,528.51	753.27	88.46%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	8,655.00	713.51	8,655.00	713.51	91.76%
110-420-51430 EMPLOYEE RETIREMENT PLAN	2,116.43	476.58	2,116.43	476.58	77.48%
110-420-51470 UNEMPLOYMENT INSURANCE	90.00	0.00	90.00	0.00	100.00%
110-420-52110 POSTAGE BOX RENT ETC	15.00	0.00	15.00	0.00	100.00%
110-420-52310 PUBLICATION OF LEGAL NOTICES	750.00	0.00	750.00	0.00	100.00%
110-420-52350 MEMBERSHIPS REGISTRATION FEES	655.00	0.00	655.00	0.00	100.00%
110-420-52540 ARCHITECTURAL AND ENGINEERING	10,000.00	0.00	10,000.00	0.00	100.00%
110-420-52600 REPAIR AND MAINTENANCE SERVICES	2,523.29	212.21	2,523.29	212.21	91.59%
110-420-52800 TRAVEL	100.00	0.00	100.00	0.00	100.00%
110-420-53100 OFFICE SUPPLIES AND MATERIALS	250.00	22.12	250.00	22.12	91.15%
110-420-55100 LIABILITY INSURANCE	3,341.00	0.00	3,341.00	0.00	100.00%
110-420-55150 WORKERS COMPENSATION INSURANCE	624.00	0.00	624.00	0.00	100.00%
110-420-57915 MS4	28,640.00	400.00	28,640.00	400.00	98.60%
<b>Total ENGINEERING Expenditures</b>	<b>149,628.23</b>	<b>12,424.62</b>	<b>149,628.23</b>	<b>12,424.62</b>	<b>91.70%</b>
<b>PLANNING Expenditures</b>					
110-425-51100 SALARIES	88,057.00	10,160.43	88,057.00	10,160.43	88.46%
110-425-51400 EMPLOYER CONTRIBUTIONS	6,736.36	777.27	6,736.36	777.27	88.46%
110-425-51420 HOSPITAL AND HEALTH INSURANCE	8,655.00	706.79	8,655.00	706.79	91.83%
110-425-51430 EMPLOYEE RETIREMENT PLAN	2,183.81	491.76	2,183.81	491.76	77.48%
110-425-51470 UNEMPLOYMENT INSURANCE	117.00	0.00	117.00	0.00	100.00%
110-425-52110 POSTAGE BOX RENT ETC	175.00	0.00	175.00	0.00	100.00%
110-425-52310 PUBLICATION OF LEGAL NOTICES	600.00	77.50	600.00	77.50	87.08%
110-425-52350 MEMBERSHIPS REGISTRATION FEES	1,795.00	0.00	1,795.00	0.00	100.00%
110-425-52500 PROFESSIONAL SERVICES	700.00	0.00	700.00	0.00	100.00%
110-425-52540 ARCHITECTURAL AND ENGINEERING	96,000.00	0.00	96,000.00	0.00	100.00%
110-425-52570 PLANNING AND ZONING SERVICES	100.00	0.00	100.00	0.00	100.00%
110-425-52600 REPAIR AND MAINTENANCE SERVICES	2,348.29	212.21	2,348.29	212.21	90.96%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2017-1 Ending July 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-425-52800 TRAVEL	2,000.00	0.00	2,000.00	0.00	100.00%
110-425-53100 OFFICE SUPPLIES AND MATERIALS	1,200.00	22.12	1,200.00	22.12	98.16%
110-425-55100 LIABILITY INSURANCE	3,341.00	0.00	3,341.00	0.00	100.00%
110-425-55150 WORKERS COMPENSATION INSURANCE	622.00	0.00	622.00	0.00	100.00%
110-425-57800 MOVING EXPENSES	0.00	1,260.70	0.00	1,260.70	0.00%
110-425-57920 REIMBURSABLE ENGINEER SERVICE	1,000.00	395.00	1,000.00	395.00	60.50%
<b>Total PLANNING Expenditures</b>	<b>215,630.46</b>	<b>14,103.78</b>	<b>215,630.46</b>	<b>14,103.78</b>	<b>93.46%</b>
<b>CODES Expenditures</b>					
110-428-51100 SALARIES	94,774.00	10,836.64	94,774.00	10,836.64	88.57%
110-428-51370 CODES UNIFORMS	250.00	0.00	250.00	0.00	100.00%
110-428-51400 EMPLOYER CONTRIBUTIONS	7,250.21	829.02	7,250.21	829.02	88.57%
110-428-51420 HOSPITAL AND HEALTH INSURANCE	17,309.00	1,427.02	17,309.00	1,427.02	91.76%
110-428-51430 EMPLOYEE RETIREMENT PLAN	2,276.00	524.48	2,276.00	524.48	76.96%
110-428-51470 UNEMPLOYMENT INSURANCE	210.00	0.00	210.00	0.00	100.00%
110-428-52110 POSTAGE BOX RENT ETC	98.00	0.00	98.00	0.00	100.00%
110-428-52350 MEMBERSHIPS REGISTRATION FEES	205.00	80.00	205.00	80.00	60.98%
110-428-52540 ARCHITECTURAL AND ENGINEERING	2,500.00	0.00	2,500.00	0.00	100.00%
110-428-52600 REPAIR AND MAINTENANCE SERVICES	3,465.29	212.20	3,465.29	212.20	93.88%
110-428-52610 REPAIR AND MAINTENANCE MOTOR	200.00	4.49	200.00	4.49	97.76%
110-428-52800 TRAVEL	550.00	0.00	550.00	0.00	100.00%
110-428-53100 OFFICE SUPPLIES AND MATERIALS	1,000.00	22.11	1,000.00	22.11	97.79%
110-428-53310 VEHICLE GAS	1,980.00	99.00	1,980.00	99.00	95.00%
110-428-55100 LIABILITY INSURANCE	3,731.00	0.00	3,731.00	0.00	100.00%
110-428-55150 WORKERS COMPENSATION INSURANCE	2,300.00	0.00	2,300.00	0.00	100.00%
110-428-59000 CAPITAL OUTLAY	16,600.00	0.00	16,600.00	0.00	100.00%
<b>Total CODES Expenditures</b>	<b>154,698.50</b>	<b>14,034.96</b>	<b>154,698.50</b>	<b>14,034.96</b>	<b>90.93%</b>
<b>POLICE Expenditures</b>					
110-430-51100 SALARIES	434,353.00	33,189.67	434,353.00	33,189.67	92.36%
110-430-51130 OVERTIME SALARIES	5,500.00	491.95	5,500.00	491.95	91.06%
110-430-51360 POLICE CLOTHING/UNIFORMS	9,500.00	526.97	9,500.00	526.97	94.45%
110-430-51400 EMPLOYER CONTRIBUTIONS	33,228.00	2,576.66	33,228.00	2,576.66	92.25%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	86,546.50	3,506.71	86,546.50	3,506.71	95.95%
110-430-51430 EMPLOYEE RETIREMENT PLAN	10,623.15	1,630.17	10,623.15	1,630.17	84.65%
110-430-51470 UNEMPLOYMENT INSURANCE	900.00	6.86	900.00	6.86	99.24%
110-430-52000 CONTRACTUAL SERVICES	8,000.00	2,000.00	8,000.00	2,000.00	75.00%
110-430-52110 POSTAGE BOX RENT ETC	150.00	0.00	150.00	0.00	100.00%
110-430-52200 PRINTING/DUPLICATION	2,000.00	0.00	2,000.00	0.00	100.00%
110-430-52310 PUBLICATION OF LEGAL NOTICES	100.00	0.00	100.00	0.00	100.00%
110-430-52350 MEMBERSHIPS REGISTRATION FEES	3,158.00	1,085.00	3,158.00	1,085.00	65.64%
110-430-52355 TRAINING AND AMMUNITION	5,690.00	10.00	5,690.00	10.00	99.82%
110-430-52360 PUBLIC RELATIONS/SPECIAL EVENTS	1,150.00	0.00	1,150.00	0.00	100.00%
110-430-52400 CELLULAR TELEPHONE	770.00	64.10	770.00	64.10	91.68%
110-430-52450 TELEPHONE AND OTHER	4,154.00	248.00	4,154.00	248.00	94.03%
110-430-52500 PROFESSIONAL SERVICES	2,370.00	300.00	2,370.00	300.00	87.34%
110-430-52590 EMERGENCY NOTIFICATION	2,596.00	0.00	2,596.00	0.00	100.00%
110-430-52600 REPAIR AND MAINTENANCE SERVICES	6,773.29	3,162.27	6,773.29	3,162.27	53.31%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	20,000.00	2,151.47	20,000.00	2,151.47	89.24%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2017-1 Ending July 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-430-52800 TRAVEL	2,650.00	0.00	2,650.00	0.00	100.00%
110-430-53100 OFFICE SUPPLIES AND MATERIALS	2,000.00	0.00	2,000.00	0.00	100.00%
110-430-53110 EVIDENCE SUPPLIES & EQUIPMENT	500.00	0.00	500.00	0.00	100.00%
110-430-53290 OTHER OPERATING SUPPLIES	500.00	600.53	500.00	600.53	(20.11%)
110-430-53310 VEHICLE GAS	24,750.00	997.77	24,750.00	997.77	95.97%
110-430-55100 LIABILITY INSURANCE	21,395.00	0.00	21,395.00	0.00	100.00%
110-430-55150 WORKERS COMPENSATION INSURANCE	18,177.00	0.00	18,177.00	0.00	100.00%
110-430-59000 CAPITAL OUTLAY	35,750.00	0.00	35,750.00	0.00	100.00%
<b>Total POLICE Expenditures</b>	<b>743,283.94</b>	<b>52,548.13</b>	<b>743,283.94</b>	<b>52,548.13</b>	<b>92.93%</b>
<b>FIRE Expenditures</b>					
110-440-52000 CONTRACTUAL SERVICES	168,325.00	14,151.13	168,325.00	14,151.13	91.59%
<b>Total FIRE Expenditures</b>	<b>168,325.00</b>	<b>14,151.13</b>	<b>168,325.00</b>	<b>14,151.13</b>	<b>91.59%</b>
<b>STREET Expenditures</b>					
110-450-51100 SALARIES	136,112.00	15,644.40	136,112.00	15,644.40	88.51%
110-450-51130 OVERTIME SALARIES	1,300.00	438.82	1,300.00	438.82	66.24%
110-450-51350 PUBLIC WORKS UNIFORMS	1,560.00	12.99	1,560.00	12.99	99.17%
110-450-51400 EMPLOYER CONTRIBUTIONS	10,412.57	1,230.37	10,412.57	1,230.37	88.18%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	17,309.00	1,468.39	17,309.00	1,468.39	91.52%
110-450-51430 EMPLOYEE RETIREMENT PLAN	2,960.33	647.33	2,960.33	647.33	78.13%
110-450-51470 UNEMPLOYMENT INSURANCE	450.00	1.64	450.00	1.64	99.64%
110-450-52000 CONTRACTUAL SERVICES	8,787.25	8,787.25	8,787.25	8,787.25	0.00%
110-450-52100 COMMUNICATION AND	350.00	0.00	350.00	0.00	100.00%
110-450-52350 MEMBERSHIPS REGISTRATION FEES	1,120.00	0.00	1,120.00	0.00	100.00%
110-450-52410 ELECTRIC	1,000.00	28.32	1,000.00	28.32	97.17%
110-450-52420 WATER	360.00	0.00	360.00	0.00	100.00%
110-450-52470 STREET LIGHTING (ELECTRIC AND	4,320.00	299.30	4,320.00	299.30	93.07%
110-450-52490 SNOW REMOVAL	7,500.00	0.00	7,500.00	0.00	100.00%
110-450-52600 REPAIR AND MAINTENANCE SERVICES	2,023.29	130.36	2,023.29	130.36	93.56%
110-450-52610 REPAIR AND MAINTENANCE MOTOR	4,800.00	778.71	4,800.00	778.71	83.78%
110-450-52620 REPAIR AND MAINTENANCE OTHER	4,000.00	32.95	4,000.00	32.95	99.18%
110-450-52640 REPAIR AND MAINTENANCE TRAFFIC	200.00	0.00	200.00	0.00	100.00%
110-450-52650 REPAIR AND MAINTENANCE	1,100.00	0.00	1,100.00	0.00	100.00%
110-450-52660 REPAIR AND MAINTENANCE BUILDINGS	500.00	0.00	500.00	0.00	100.00%
110-450-52800 TRAVEL	700.00	0.00	700.00	0.00	100.00%
110-450-53100 OFFICE SUPPLIES AND MATERIALS	100.00	0.00	100.00	0.00	100.00%
110-450-53120 SMALL ITEMS OF EQUIPMENT	2,500.00	125.98	2,500.00	125.98	94.96%
110-450-53310 VEHICLE GAS	7,000.00	498.09	7,000.00	498.09	92.88%
110-450-53420 SIGN PARTS AND SUPPLIES	1,000.00	88.62	1,000.00	88.62	91.14%
110-450-55100 LIABILITY INSURANCE	6,944.00	0.00	6,944.00	0.00	100.00%
110-450-55150 WORKERS COMPENSATION INSURANCE	2,933.00	0.00	2,933.00	0.00	100.00%
110-450-59000 CAPITAL OUTLAY	4,250.00	0.00	4,250.00	0.00	100.00%
110-450-59320 DRAINAGE IMPROVEMENT	4,000.00	0.00	4,000.00	0.00	100.00%
<b>Total STREET Expenditures</b>	<b>235,591.44</b>	<b>30,213.52</b>	<b>235,591.44</b>	<b>30,213.52</b>	<b>87.18%</b>
<b>BUILDING Expenditures</b>					
110-460-51100 SALARIES	8,590.40	714.49	8,590.40	714.49	91.68%
110-460-51400 EMPLOYER CONTRIBUTIONS	657.17	54.66	657.17	54.66	91.68%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
*Revised Budget*  
**For GENERAL FUND (110)**  
**For the Fiscal Period 2017-1 Ending July 31, 2016**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-460-51470 UNEMPLOYMENT INSURANCE	85.90	7.14	85.90	7.14	91.69%
110-460-52410 ELECTRIC	42,000.00	2,898.69	42,000.00	2,898.69	93.10%
110-460-52420 WATER	2,800.00	1,707.56	2,800.00	1,707.56	39.02%
110-460-52440 GAS	500.00	42.31	500.00	42.31	91.54%
110-460-52450 TELEPHONE AND OTHER	14,400.00	1,138.25	14,400.00	1,138.25	92.10%
110-460-52600 REPAIR AND MAINTENANCE SERVICES	15,064.00	753.49	15,064.00	753.49	95.00%
110-460-52650 REPAIR AND MAINTENANCE	4,675.00	383.88	4,675.00	383.88	91.79%
110-460-53200 JANITORIAL SUPPLIES	5,150.00	221.86	5,150.00	221.86	95.69%
110-460-53230 LANDSCAPING	4,000.00	0.00	4,000.00	0.00	100.00%
110-460-55100 LIABILITY INSURANCE	6,456.00	0.00	6,456.00	0.00	100.00%
110-460-55150 WORKERS COMPENSATION INSURANCE	398.00	0.00	398.00	0.00	100.00%
110-460-59000 CAPITAL OUTLAY	23,045.00	7,985.00	23,045.00	7,985.00	65.35%
<b>Total BUILDING Expenditures</b>	<b>127,821.47</b>	<b>15,907.33</b>	<b>127,821.47</b>	<b>15,907.33</b>	<b>87.56%</b>
<b>Total GENERAL FUND Expenditures</b>	<b>2,342,688.21 \$</b>	<b>209,644.86 \$</b>	<b>2,342,688.21 \$\$</b>	<b>209,644.86</b>	<b>91.05%</b>
<b>GENERAL FUND Excess of Revenues Over Expenditures \$</b>	<b>288,249.79</b>	<b>98,776.92 \$</b>	<b>288,249.79 \$</b>	<b>98,776.92 \$</b>	<b>65.73%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
*Revised Budget*  
**For STATE STREET FUND (120)**  
**For the Fiscal Period 2017-1 Ending July 31, 2016**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>STREET Revenues</b>					
120-450-44350 STATE HIGHWAY AND STREET FUNDS	46,663.68 \$	3,954.01 \$	46,663.68 \$\$	3,954.01	91.53%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	153,323.52	13,142.79	153,323.52	13,142.79	91.43%
120-450-44400 STATE 1989 INCREASE	22,220.80	2,130.39	22,220.80	2,130.39	90.41%
120-450-45600 INTEREST	0.00	283.01	0.00	283.01	0.00%
120-450-45667 LOAN PROCEEDS	1,000,000.00	0.00	1,000,000.00	0.00	100.00%
<b>Total STREET Revenues</b>	<b>1,222,208.00</b>	<b>19,510.20</b>	<b>1,222,208.00</b>	<b>19,510.20</b>	<b>98.40%</b>
<b>Total STATE STREET FUND Revenues</b>	<b>1,222,208.00 \$</b>	<b>19,510.20 \$</b>	<b>1,222,208.00 \$\$</b>	<b>19,510.20</b>	<b>98.40%</b>
<b>Expenditures</b>					
<b>STREET Expenditures</b>					
120-450-52600 REPAIR AND MAINTENANCE SERVICES	2,800.00 \$	0.00 \$	2,800.00 \$\$	0.00	100.00%
120-450-52680 REPAIR AND MAINTENANCE ROADS	10,000.00	26,254.84	10,000.00	26,254.84	(162.55%)
120-450-52682 YORK ROAD PROJECT	310,000.00	3,817.00	310,000.00	3,817.00	98.77%
120-450-53450 SUNSET ROAD WIDENING	1,006,000.00	0.00	1,006,000.00	0.00	100.00%
<b>Total STREET Expenditures</b>	<b>1,328,800.00</b>	<b>30,071.84</b>	<b>1,328,800.00</b>	<b>30,071.84</b>	<b>97.74%</b>
<b>Total STATE STREET FUND Expenditures</b>	<b>1,328,800.00 \$</b>	<b>30,071.84 \$</b>	<b>1,328,800.00 \$\$</b>	<b>30,071.84</b>	<b>97.74%</b>
<b>STATE STREET FUND Excess of Revenues Over</b>	<b>\$ (106,592.00)</b>	<b>(10,561.64) \$</b>	<b>(106,592.00) \$</b>	<b>(10,561.64) \$</b>	<b>90.09%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
*Revised Budget*  
*For IMPACT FEE (125)*  
**For the Fiscal Period 2017-1 Ending July 31, 2016**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
125-410-45600 INTEREST	5,000.00 \$	2,913.55 \$	5,000.00 \$\$	2,913.55	41.73%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>5,000.00</b>	<b>2,913.55</b>	<b>5,000.00</b>	<b>2,913.55</b>	<b>41.73%</b>
<b>ENGINEERING Revenues</b>					
125-420-44515 IMPACT FEES	569,400.00	82,563.00	569,400.00	82,563.00	85.50%
125-420-44517 IMPACT FEE-25%	189,800.00	27,521.00	189,800.00	27,521.00	85.50%
<b>Total ENGINEERING Revenues</b>	<b>759,200.00</b>	<b>110,084.00</b>	<b>759,200.00</b>	<b>110,084.00</b>	<b>85.50%</b>
<b>Total IMPACT FEE Revenues</b>	<b>764,200.00 \$</b>	<b>112,997.55 \$</b>	<b>764,200.00 \$\$</b>	<b>112,997.55</b>	<b>85.21%</b>
<b>Expenditures</b>					
<b>STREET Expenditures</b>					
125-450-53450 SUNSET ROAD WIDENING	3,270,000.00 \$	0.00 \$	3,270,000.00 \$\$	0.00	100.00%
<b>Total STREET Expenditures</b>	<b>3,270,000.00</b>	<b>0.00</b>	<b>3,270,000.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>Total IMPACT FEE Expenditures</b>	<b>3,270,000.00 \$</b>	<b>0.00 \$</b>	<b>3,270,000.00 \$\$</b>	<b>0.00</b>	<b>100.00%</b>
<b>IMPACT FEE Excess of Revenues Over Expenditures</b>	<b>\$ (2,505,800.00)</b>	<b>112,997.55 \$</b>	<b>(2,505,800.00) \$</b>	<b>112,997.55 \$</b>	<b>104.51%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
*Revised Budget*  
**For DRUG FUND (127)**  
For the Fiscal Period 2017-1 Ending July 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
127-410-45600 INTEREST	0.00 \$	10.18 \$	0.00 \$\$	10.18	0.00%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>10.18</b>	<b>0.00</b>	<b>10.18</b>	<b>0.00%</b>
<b>POLICE Revenues</b>					
127-430-46010 DRUG FINES	1,000.00	0.00	1,000.00	0.00	100.00%
<b>Total POLICE Revenues</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>Total DRUG FUND Revenues</b>	<b>1,000.00 \$</b>	<b>10.18 \$</b>	<b>1,000.00 \$\$</b>	<b>10.18</b>	<b>98.98%</b>
<b>Expenditures</b>					
<b>POLICE Expenditures</b>					
127-430-59000 CAPITAL OUTLAY	9,000.00 \$	0.00 \$	9,000.00 \$\$	0.00	100.00%
<b>Total POLICE Expenditures</b>	<b>9,000.00</b>	<b>0.00</b>	<b>9,000.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>Total DRUG FUND Expenditures</b>	<b>9,000.00 \$</b>	<b>0.00 \$</b>	<b>9,000.00 \$\$</b>	<b>0.00</b>	<b>100.00%</b>
<b>DRUG FUND Excess of Revenues Over Expenditures</b>	<b>\$ (8,000.00)</b>	<b>10.18 \$</b>	<b>(8,000.00) \$</b>	<b>10.18 \$</b>	<b>100.13%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
*Revised Budget*  
**For ADEQUATE FACILITIES TAX (130)**  
**For the Fiscal Period 2017-1 Ending July 31, 2016**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
130-410-45600 INTEREST	10,000.00 \$	1,848.06 \$	10,000.00 \$\$	1,848.06	81.52%
130-410-45660 OPERATING TRANSFERS	0.00	(446,850.00)	0.00	(446,850.00)	0.00%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>10,000.00</b>	<b>(445,001.94)</b>	<b>10,000.00</b>	<b>(445,001.94)</b>	<b>4550.02%</b>
<b>ENGINEERING Revenues</b>					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	637,800.00	101,292.00	637,800.00	101,292.00	84.12%
<b>Total ENGINEERING Revenues</b>	<b>637,800.00</b>	<b>101,292.00</b>	<b>637,800.00</b>	<b>101,292.00</b>	<b>84.12%</b>
<b>Total ADEQUATE FACILITIES TAX Revenues</b>	<b>647,800.00 \$</b>	<b>(343,709.94) \$</b>	<b>647,800.00 \$\$</b>	<b>(343,709.94)</b>	<b>153.06%</b>
<b>ADEQUATE FACILITIES TAX Excess of Revenues Over</b>	<b>\$ 647,800.00</b>	<b>(343,709.94) \$</b>	<b>647,800.00 \$</b>	<b>(343,709.94) \$</b>	<b>153.06%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
*Revised Budget*  
**For WILLIAMSON COUNTY 30% TAX (135)**  
**For the Fiscal Period 2017-1 Ending July 31, 2016**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
135-410-44525 WILLIAMSON COUNTY 30% SCHOOL TAX	108,000.00 \$	9,905.05 \$	108,000.00 \$\$	9,905.05	90.83%
135-410-45600 INTEREST	500.00	134.75	500.00	134.75	73.05%
135-410-45691 SMALL TOWN CONNECTION GRANT	909,600.00	0.00	909,600.00	0.00	100.00%
135-410-45692 SRTS GRANT	215,160.00	0.00	215,160.00	0.00	100.00%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>1,233,260.00</b>	<b>10,039.80</b>	<b>1,233,260.00</b>	<b>10,039.80</b>	<b>99.19%</b>
<b>Total WILLIAMSON COUNTY 30% TAX Revenues</b>	<b>1,233,260.00 \$</b>	<b>10,039.80 \$</b>	<b>1,233,260.00 \$\$</b>	<b>10,039.80</b>	<b>99.19%</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
135-410-59110 PARK WALKWAY TRAIL	211,403.00 \$	500.00 \$	211,403.00 \$\$	500.00	99.76%
135-410-59111 TRANSPROTATION ENHANCEMENT	1,100,630.00	0.00	1,100,630.00	0.00	100.00%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>1,312,033.00</b>	<b>500.00</b>	<b>1,312,033.00</b>	<b>500.00</b>	<b>99.96%</b>
<b>Total WILLIAMSON COUNTY 30% TAX Expenditures</b>	<b>1,312,033.00 \$</b>	<b>500.00 \$</b>	<b>1,312,033.00 \$\$</b>	<b>500.00</b>	<b>99.96%</b>
<b>WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$</b>	<b>(78,773.00)</b>	<b>9,539.80 \$</b>	<b>(78,773.00) \$</b>	<b>9,539.80 \$</b>	<b>112.11%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
 Revised Budget  
 For DEBT SERVICE (140)  
 For the Fiscal Period 2017-1 Ending July 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
140-410-45600 INTEREST	2,000.00 \$	612.18 \$	2,000.00 \$\$	612.18	69.39%
140-410-45660 OPERATING TRANSFERS	502,850.00	446,850.00	502,850.00	446,850.00	11.14%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>504,850.00</b>	<b>447,462.18</b>	<b>504,850.00</b>	<b>447,462.18</b>	<b>11.37%</b>
<b>Total DEBT SERVICE Revenues</b>	<b>504,850.00 \$</b>	<b>447,462.18 \$</b>	<b>504,850.00 \$\$</b>	<b>447,462.18</b>	<b>11.37%</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
140-410-55350 DEBT SERVICE	502,850.00 \$	5,519.03 \$	502,850.00 \$\$	5,519.03	98.90%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>502,850.00</b>	<b>5,519.03</b>	<b>502,850.00</b>	<b>5,519.03</b>	<b>98.90%</b>
<b>Total DEBT SERVICE Expenditures</b>	<b>502,850.00 \$</b>	<b>5,519.03 \$</b>	<b>502,850.00 \$\$</b>	<b>5,519.03</b>	<b>98.90%</b>
<b>DEBT SERVICE Excess of Revenues Over Expenditures</b>	<b>\$ 2,000.00</b>	<b>441,943.15 \$</b>	<b>2,000.00 \$</b>	<b>441,943.15</b>	<b>\$(21997.16%)</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 8/23/2016 3:38pm  
 Revised Budget

For the Fiscal Period 2017-1 Ending July 31, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	7,004,256.00 \$	554,731.75 \$	7,004,256.00 \$	554,731.75 \$	92.08%
Total Expenditures	8,765,371.21 \$	245,735.73 \$	8,765,371.21 \$	245,735.73 \$	97.20%
Total Excess of Revenues Over Expenditures	(1,761,115.21) \$	308,996.02 \$	(1,761,115.21) \$	308,996.02 \$	117.55%

**JOINING THE WILLIAMSON COUNTY SCHOOL SYSTEM AND  
PROCLAIMING SEPTEMBER AS “BE NICE” MONTH  
IN THE TOWN OF NOLENSVILLE**

**WHEREAS**, Nolensville was originally settled by individuals seeking a better quality of life for their families; and,

**WHEREAS**, many people today continue to choose to live in Nolensville because of its family-friendly atmosphere and sense of community; and,

**WHEREAS**, residents of Nolensville enjoy the highest quality public schools for their children, where instilling virtues of character, responsibility, empathy and integrity are valued as highly as academic curricula; and,

**WHEREAS**, it is acknowledged that education of children does not begin or end in the classroom, but is reinforced by lessons learned at home and within the community; and,

**WHEREAS**, the “BE NICE” movement in Williamson County’s Schools serves as a reminder and inspiration to us all to set positive examples of respect, cooperation and courtesy for each other every day; and,

**WHEREAS**, the “BE NICE” movement has grown since its inception, and parent-teacher organizations in Williamson County have worked with the State Legislature to create a “BE NICE” license plate for Tennessee residents, with proceeds benefiting the “BE NICE” campaigns of Williamson County Schools; and,

**NOW THEREFORE, THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE DO HEREBY PROCLAIM THE MONTH OF SEPTEMBER, 2016**



**“BE NICE” MONTH  
In The Town of Nolensville, Tennessee**

**IN WITNESS WHEREOF**, I have hereunto set my hand, and caused the great seal of the Town of Nolensville to be affixed at Nolensville, this 1<sup>st</sup> day of September, 2016.

---

Jimmy Alexander, Mayor

# NOLENSVILLE MAJOR THOROUGHFARE PLAN





## Table of Contents

Introduction .....	I
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Section 2: Future Conditions .....	21
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## INTRODUCTION

The purpose of this Major Thoroughfare Plan (MTP) is to provide a tool for the Town of Nolensville that helps in the decision making process resulting in informed decisions relative to transportation improvements. Along with providing the Town with an analysis of existing traffic conditions for 2016, this MTP also provides an assessment of expected traffic conditions for the year 2040 based upon anticipated growth within the region, the Town, and the resulting increases in traffic, as projected by the Nashville Area MPO travel demand model. This analysis provides the Town with the necessary data to develop and prioritize road improvements to accommodate forthcoming increases in population growth that will drive increased demand throughout the Town's transportation network.

A broader goal of the MTP is to offer a safe and connected transportation system that will meet the present and future mobility and access needs for the Town of Nolensville to enable it to continue to grow. The following are guiding principles that helped with the development of the MTP:



Provide an efficient, safe, and connected transportation system that is coordinated with existing and projected needs and takes into consideration future growth.



Provide a transportation system that is economical and responsive to future land use policies.



Consider planned development patterns, accessibility, and mobility needs.



Implementing the guiding principles of this MTP and maintaining an acceptable level of mobility for people and goods in the future will require implementation of designated roadway improvements proposed in this document. These proposed improvements will help maintain a desirable level of service (LOS) and help provide an efficient means of transportation throughout Nolensville. The MTP establishes recommendations for roadway improvements, offers an opinion of probable cost their implementation, and provides facility guidelines for Nolensville's transportation system, based on functional classification.



View of a historic marker in the Village along Nolensville Road



## SECTION 1: EXISTING CONDITIONS

This chapter provides an overview of existing conditions within the Town of Nolensville study area. This information is the baseline data that enables Town Staff, the Board of Mayor and Aldermen, the Planning Commission, Town Citizens, the development community, and other stakeholders to better understand the current function of the Town's transportation system and to plan for its future growth. Existing land use, population, employment, and congestion levels have all been evaluated to assess opportunities for improvement to the transportation system for Nolensville residents. A thorough inventory of the current transportation network is a required first step to gauge which future improvements can be recommended by highlighting those areas in need of improvement, deficient traffic conditions, or other inadequacies.

### STUDY AREA

The study area for this Major Thoroughfare Plan includes the Town of Nolensville and its urban growth boundary (UGB). The Town of Nolensville is located in the northeast corner of Williamson County and the Town limits border both Davidson



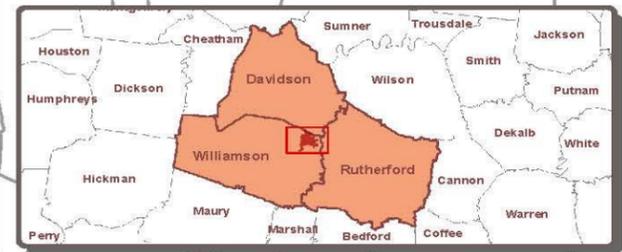
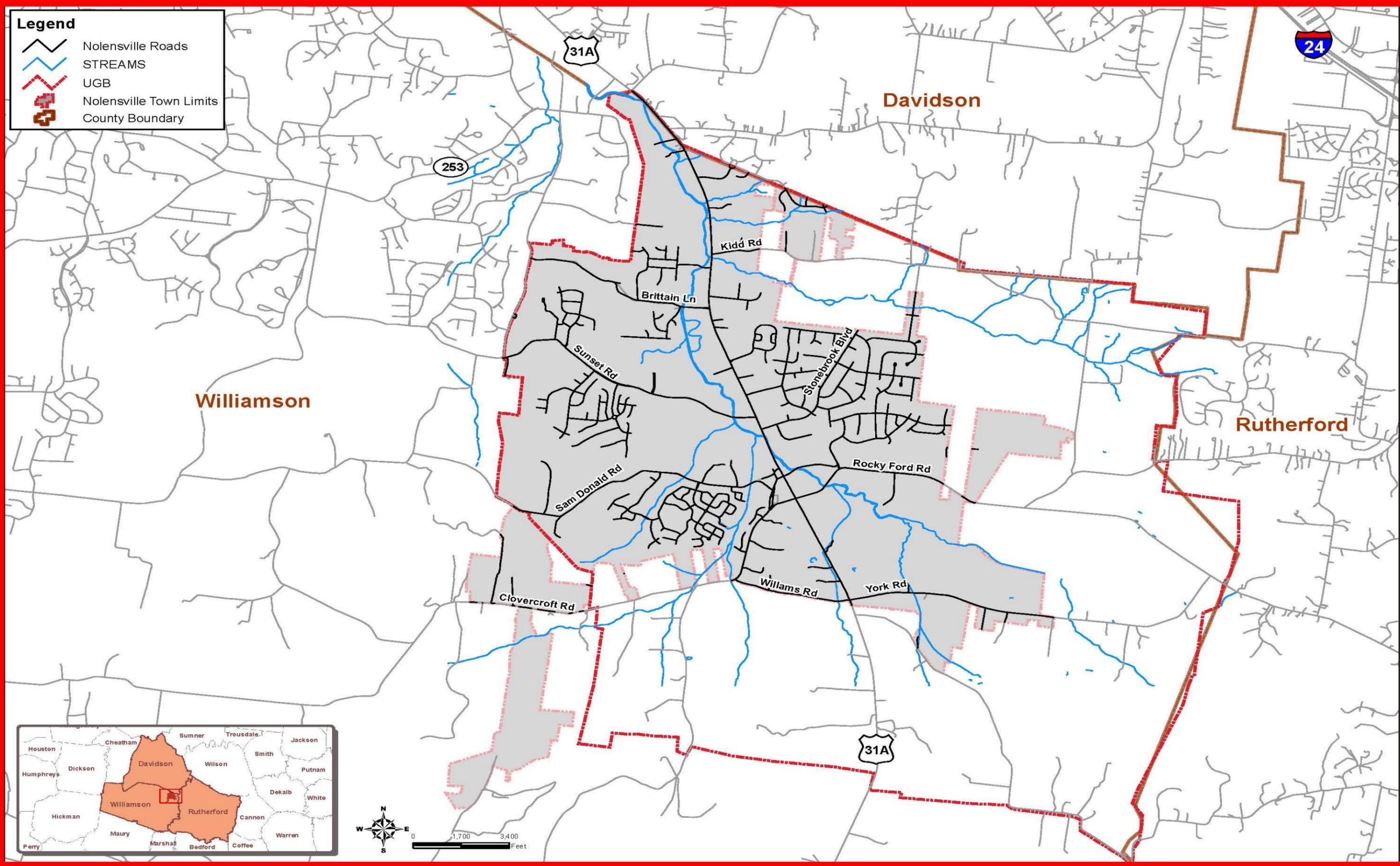
View from along Williams Road

and Rutherford Counties. The Town is approximately 14 miles east of Franklin and 18 miles south of downtown Nashville. A Study Area Map is shown in Map 1. Nolensville has an incorporated area of 9.5 square miles inside the Nolensville town limits. US Highway 31-A (Nolensville Road) is the primary north/south route within the Town, forming the spine of the Town and the only Major Arterial. The Town also has a number of Minor

Arterial and Collector Streets, which are described in greater detail below, with the rest of the street network functioning as local access roads.

**Legend**

- Nolensville Roads
- STREAMS
- UGB
- Nolensville Town Limits
- County Boundary



**Map 1:  
Study Area**

**Major  
Thoroughfare  
Plan**

**Town of  
Nolensville  
Tennessee**



Data Sources:  
Town of Nolensville  
Nashville Area MPO  
ESRI

Map 1- Study Area



## POPULATION AND EMPLOYMENT

This section highlights current population and employment data obtained from the U.S. Census Bureau, Nashville Area MPO, and the Town of Nolensville. The base year for all population and employment data utilized for this Major Thoroughfare Plan is 2010. The year 2010 is used in order to more closely correlate any transportation improvements with the Nashville Area Metropolitan Planning Organization's Long Range Transportation Plan, which also utilizes 2010 as the base year for planning purposes. However, in any instance where more up-to-date data is available, it is incorporated into both the Existing Conditions and Future Conditions Analyses and Reports included in this Plan.



View of the intersection of Nolensville Road and Clovercroft Road

The data is configured by UGB, Town, and Traffic Analysis Zone (TAZ). TAZs are geographic areas defined by roadways or other physical features and represent land uses and activity centers in each defined area, which help assess and predict existing and future traffic conditions and Levels of Service (LOS). TAZs are described in greater detail later in this Chapter.

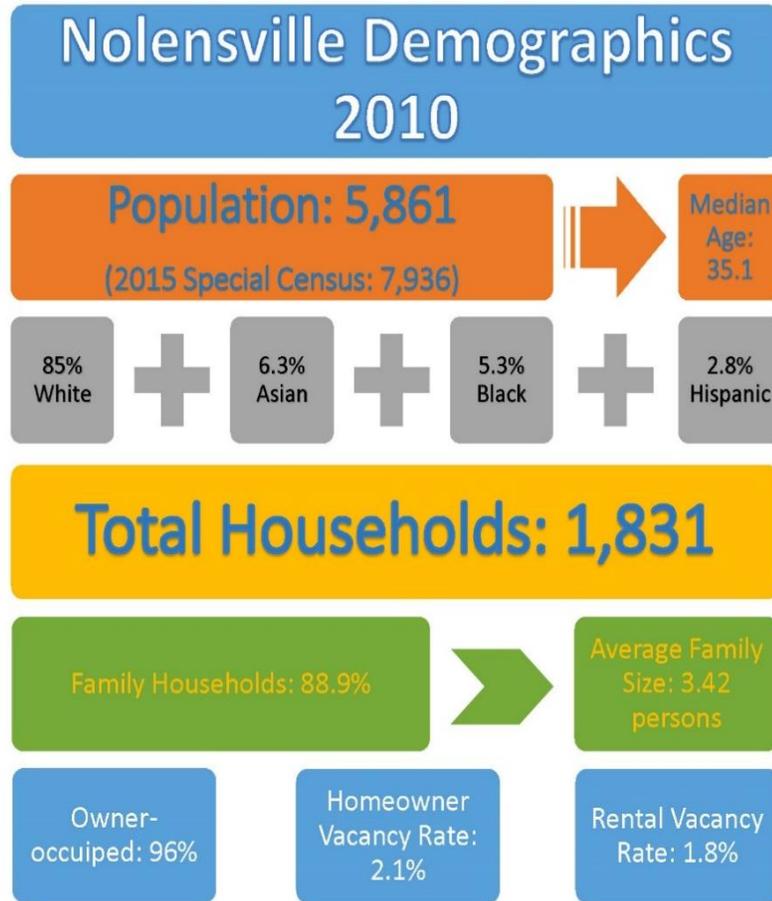
### Population

Nolensville, due to its location and high quality of life, has experienced rapid growth since incorporation in 1996. The 2010 US Census certified a population of 5,861 persons within the Town of Nolensville. A Special Census, certified by the State of Tennessee Economic and Community Development Department, found a population of 7,936 persons in 2015. This equates to a growth of 2,075 persons in only five years, indicating that the growth of the Nashville MSA is impacting the Town of Nolensville.

The following information focuses on the 2010 Base Year information and is drawn from the U.S. Census Bureau. It is also depicted in Figure 1. Indicative of the youthful make-up of the Town, the 2010 Median Age was 35.1. The racial and ethnic



make-up of the Town is reflective of Williamson County, with a majority of the population constituted by white persons (85%). Asians are the second highest racial category (6.3%), followed by blacks (5.3%). Hispanics constitute a total of 166 persons (2.85) within the Town. In 2010, there were 1,831 households in Nolensville, with 88.9% of those being Family Households. The Average Family Size is 3.42 persons. The owner-occupied rate in the Town is extremely high (96%). While the Homeowner Vacancy Rate is extremely low (2.1%). The Rental Vacancy rate is even lower (1.8%).



**Figure 1: Nolensville Base Year Demographics**

Historic population data from the U.S. Census Bureau and Special Censuses illustrate substantial growth that the Town has experienced from 1990 to 2015. As shown in Figure 2, the Town’s population more than quintupled between 1990 and 2015. This level of growth puts additional strains on the Town’s existing transportation network and presents many challenges as the Town continues to experience growth pressures.

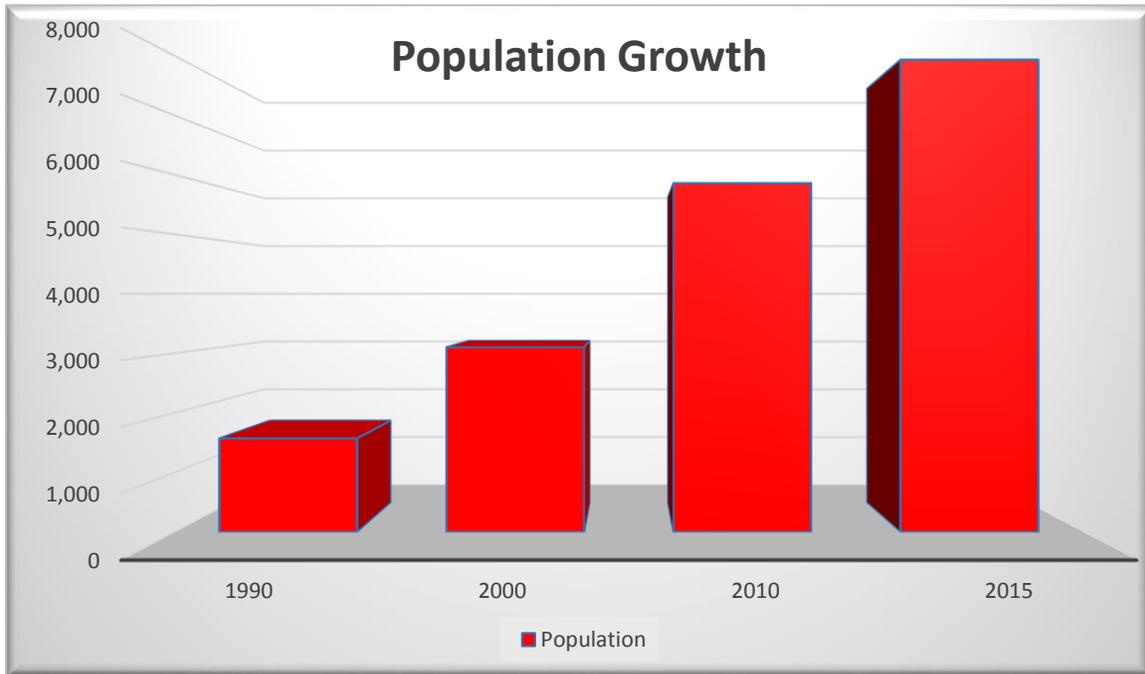


Figure 2: Nolensville Historic Population Growth 1990-2015

### Level of Service

The population and employment within the Nolensville area has a significant impact on commuting patterns, travel mode choice, daily traffic volumes, and levels of service (LOS) on area roadways. LOS is a term that is used to describe how well traffic operates on a roadway segment, and is based on the capacity of a roadway and the actual traffic volume for the roadway. LOS is determined by the ratio of a road's volume to capacity. Capacity is defined by the functional class, which is described in greater detail later in this Chapter, and number of lanes on a particular roadway. Volume is the actual number of vehicles on a roadway. LOS utilizes a letter grading system to indicate how well a roadway operates with letters ranging from "A" to "F" – "A" being excellent and "F" failing (see Figure 3). LOS C is generally acceptable for typical roadway function while some communities with larger traffic volumes consider LOS D satisfactory.



Following is a graphic depiction of the Level of Service Concept:

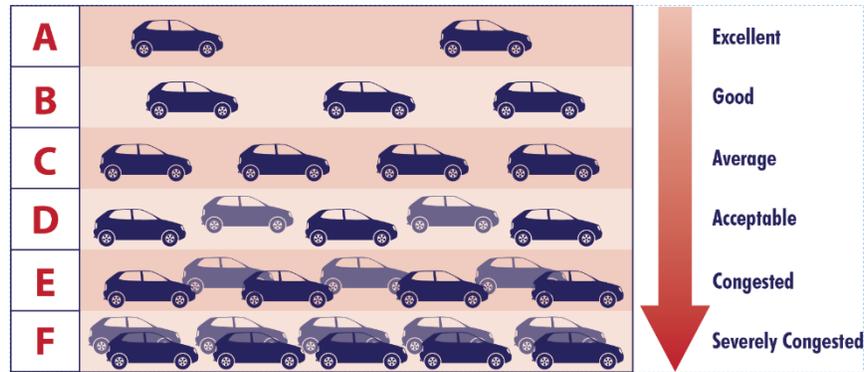


Figure 3: Level of Service

The Highway Capacity Manual generally describes each LOS as follows:

A	Free flow
B	Reasonably free flow
C	Stable flow
D	Approaching unstable flow
E	Unstable flow
F	Forced or breakdown flow

Figure 4: LOS Defined

Evaluating existing population, employment, and commuting characteristics of the Nolensville area reveals information about the demand for transportation throughout the study area and establishes the basis for future traffic flow projections.

#### Travel Demand Model

For the purposes of transportation planning, a travel demand model (TDM) is used to provide projected future traffic volumes for a given year (2040 in this case). The TDM utilizes population and employment data as its primary data inputs. The TDM is a tool developed by the Nashville Area Metropolitan Planning Organization (MPO) to model traffic volumes for a 7 county region in Middle Tennessee. The Town of Nolensville falls within the region modeled by the MPO, therefore, the model is used to project future traffic volumes for the study area.



### Traffic Analysis Zones (TAZs)

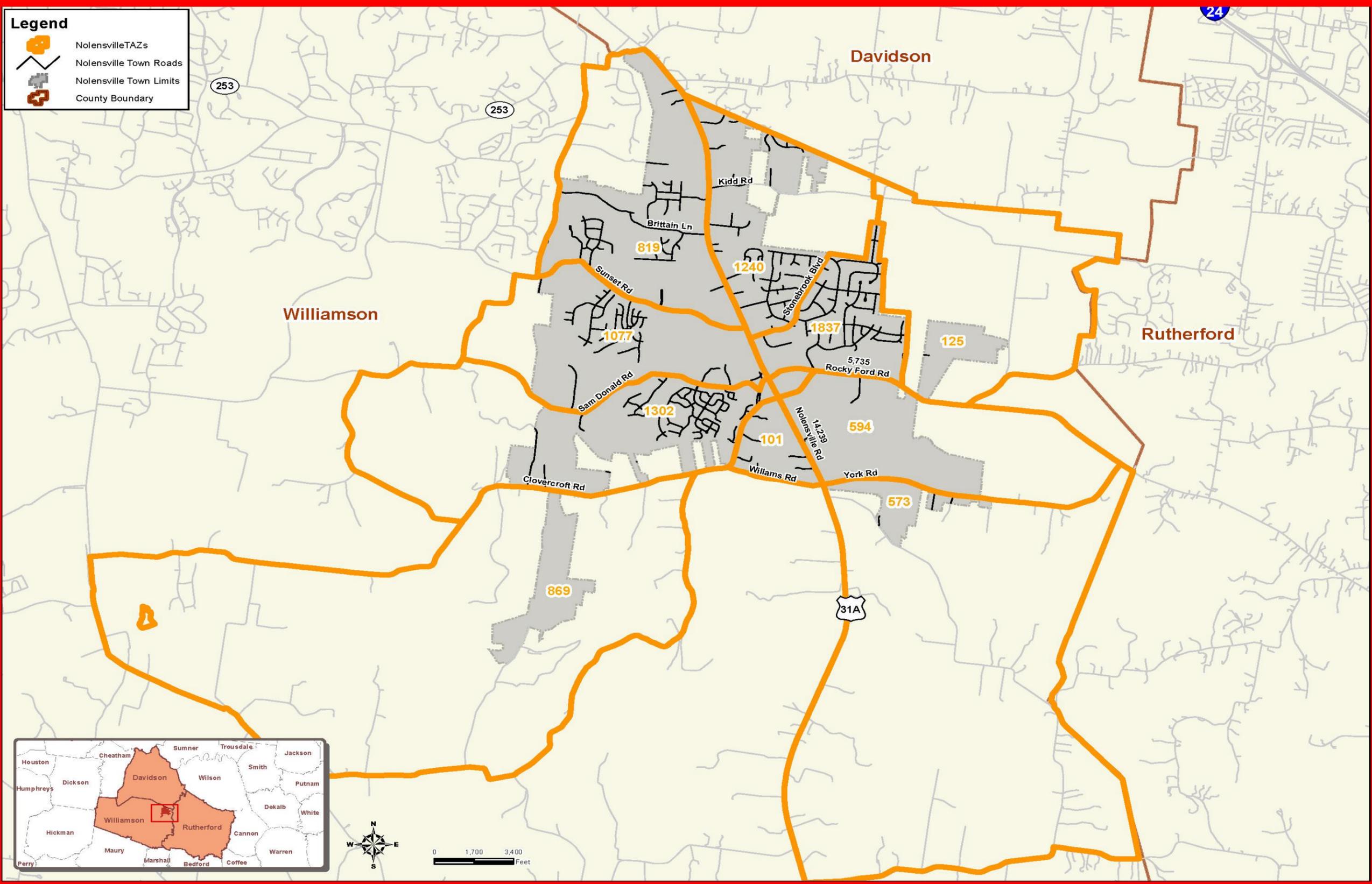
The TDM area is made up of Traffic Analysis Zones or TAZs that the MPO develops for the MPO study area, which includes the Town of Nolensville. The TDM uses the socioeconomic data contained in the TAZs to assess and predict existing and future traffic conditions. Traffic analysis zones are defined by roadways or other physical features and represent land uses and activity centers in each defined area. The MPO relies on the TDM as one of its tools to develop its Long Range Transportation Plan for the region.

### TAZ Population

In general, the majority of the population is fairly evenly distributed along each side of Nolensville Road. There are roughly 1,000 more individuals on the eastern side of US 31A, which contains some of the larger and older subdivisions within the Town. Map 2 shows the distribution of the Town population by TAZ.

**Legend**

- NolensvilleTAZs
- Nolensville Town Roads
- Nolensville Town Limits
- County Boundary



**Map 2:  
2010  
Population  
by Traffic  
Analysis  
Zone**

**Major  
Thoroughfare  
Plan**

**Town of  
Nolensville  
Tennessee**

Data Sources:  
Town of Nolensville  
Nashville Area MPO  
ESRI

Map 2 Population by TAZ



## EXISTING TRANSPORTATION SYSTEM

In order to produce an accurate depiction of existing and future transportation conditions in the study area, an inventory of the roadways and other transportation facilities was conducted to determine the roadway's classification, number of lanes and lane widths, roadway width, and pedestrian and bicycle facility availability. This information was incorporated into the travel demand model.

The existing transportation facilities in the Nolensville study area are each classified according to the amount of access and mobility the roadway provides, or how it functions. According to the Federal Highway Administration (FHWA), functional classification is the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide. As land access increases, traffic movement decreases on the lower classified roadways and vice versa – as land access decreases, traffic movement increases along the higher classified roads.

The functional classification of existing facilities is significant because it specifies the desired amount of access control or locations where vehicles can enter or leave a roadway. When there is no access control, intersecting roads or driveways may connect to the main road at any point. Typically, local roads have no access control. With partial control of access, points of access to the main road are more limited. With full control of access, connections are only allowed at major crossroads, such as interchanges along an interstate. Full or partial control of access helps reduce traffic conflicts and allows traffic to move more freely.<sup>1</sup>

Figure 5 shows schematically how various street classifications relate to each other in terms of movement and access. As land access increases, traffic movement decreases on the lower classified roadways and vice versa – as land access decreases, traffic movement increases along the higher classified roads.

---

<sup>1</sup> <http://www.tdot.state.tn.us/sr475/glossary.htm>

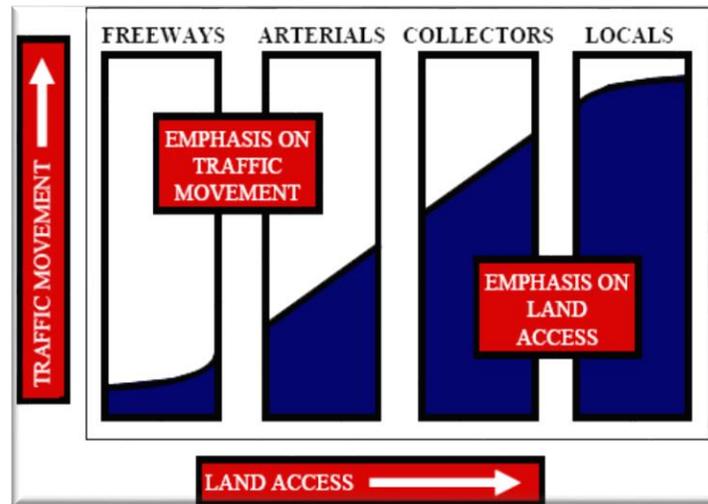


Figure 5: Functional Classification Graphic

Following is a brief description of the three primary functional classes of roadways within the study area.

#### Major Arterial

A class of roads serving major traffic movements (high-speed, high volume) for travel between major points of interest. Major Arterials emphasize a high level of mobility for through movement. While they may provide access to abutting land, their primary function is to serve traffic moving through the area; therefore arterials require a much higher level of access control than collectors or local streets. **US 31-A (Nolensville Road) is the Major Arterial within this study area.**

#### Minor Arterial

A class of roads serving larger traffic movements (medium-high-speed, medium-high volume) for travel between points of interest. Minor Arterials emphasize a medium-high level of mobility for through movement. While they may provide access to abutting land, their primary function is to serve traffic moving through the area. Minor arterials require a higher level of access control than collectors or local streets. **Sam Donald Road, York Road, Clovercroft Road, Sunset Road, Rocky Fork Road, and Kidd/McFarlin Road are classified as Minor Arterials within the study area.**



### Collector

As the name suggests, collector roadways have the primary purpose of collecting traffic from local roadways and distributing it to its destination or to an arterial roadway. **Collectors offer a compromise between mobility and access. Within the Town-limits, Britain Lane and Williams Road are classified as a collectors. Split Log Road and Fly Road, both roads within the Town's UGB, are also classified as collectors within the study area.**

### Local

Local streets are not considered major roadways, as their primary function is to provide direct access to land with little emphasis on the movement of through traffic so are, therefore, not classified. **Any roadways not listed above as a Major Arterial, Minor Arterial, or Collector is classified as a Local Street by this Plan.**

As indicated in Figure 6 below, a functional roadway system facilitates a progressive transition in the flow of traffic from the provision of access to the provision of movement. Interstate (or Freeways) and arterial facilities primarily provide the function of moving vehicles while collector and local streets concentrate more on providing access to property.

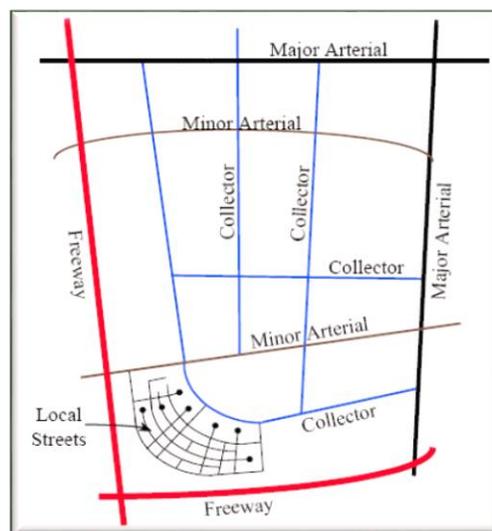


Figure 6: Roadway Functional Class System



Figure 6 depicts a list of the Functionally Classified Roadways with the Town and the Town's Urban Growth Boundary. Map 3, on the following page, shows the functionally classified roadways within the Nolensville Study Area.

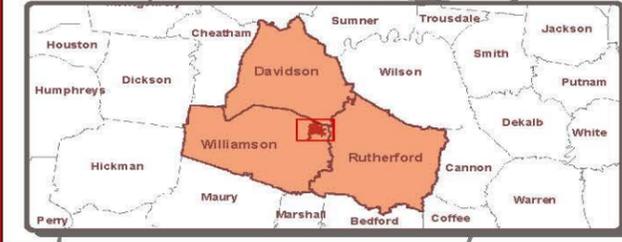
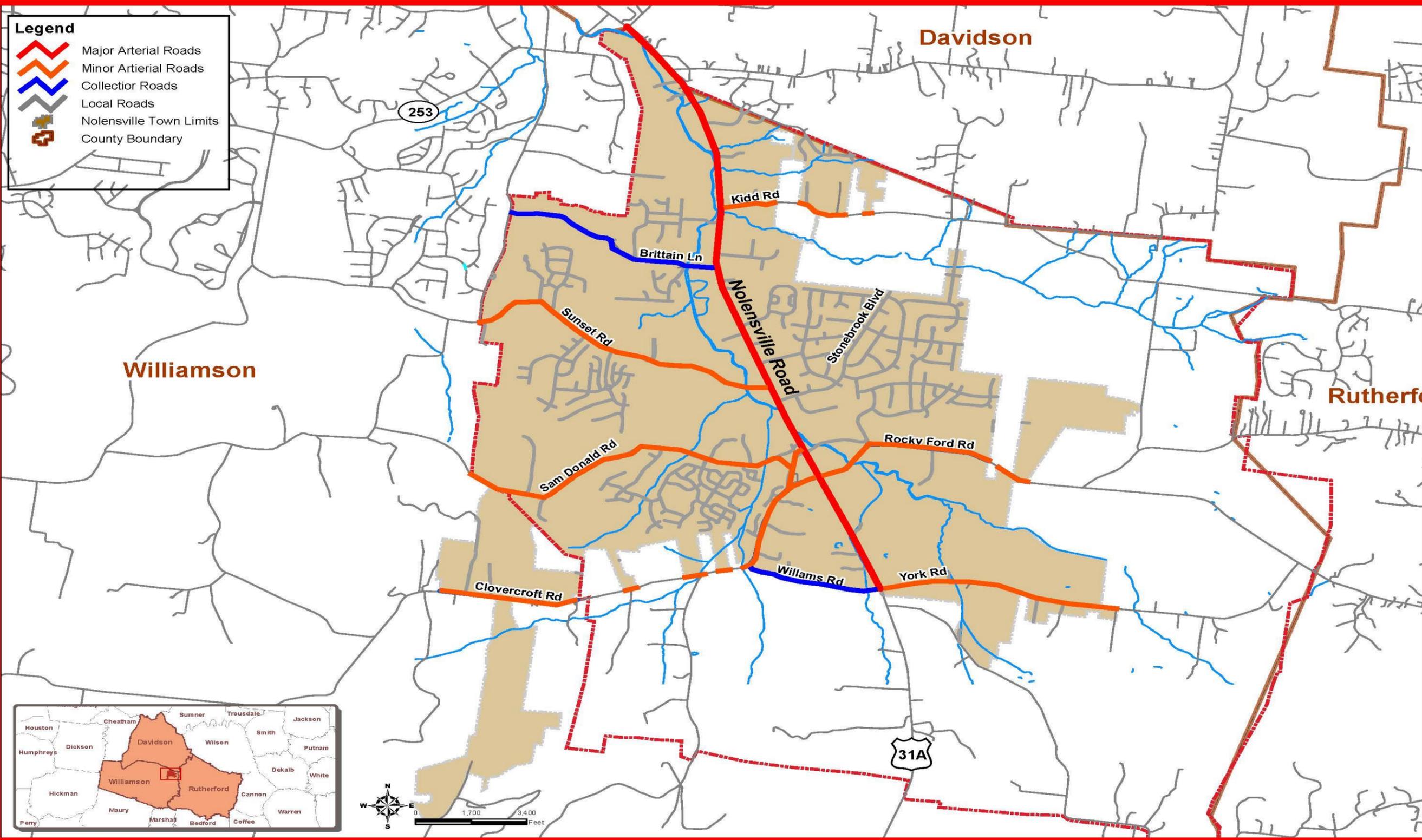
Major Arterial	Minor Arterial	Collector
<ul style="list-style-type: none"><li>• Nolensville Road</li></ul>	<ul style="list-style-type: none"><li>• Clovercroft Road</li><li>• Kidd Road</li><li>• Rocky Fork Road</li><li>• Sam Donald Road</li><li>• Sunset Road</li><li>• York Road</li></ul>	<ul style="list-style-type: none"><li>• Baronswood Drive</li><li>• Maxwell Lane/ Britain Lane</li><li>• Stonebrook Boulevard</li><li>• Williams Road</li><li>• Burke Hollow Road*</li><li>• Fly Road*</li><li>• Rocky Springs Road*</li><li>• Sanford Road*</li><li>• Split Log Road*</li></ul>

*\*Road is entirely within the Town's Urban Growth Boundary*

**Figure 7: List of Functionally Classified Roadways**

**Legend**

-  Major Arterial Roads
-  Minor Arterial Roads
-  Collector Roads
-  Local Roads
-  Nolensville Town Limits
-  County Boundary



**Map 3:  
Functional  
Classification  
Map**

**Major  
Thoroughfare  
Plan**

**Town of  
Nolensville  
Tennessee**



Data Sources:  
Town of Nolensville  
Nashville Area MPO  
ESRI

Map 3 Functional Classification Map



### Current Annual Average Daily Traffic Volumes (AADT)

The current Annual Average Daily Traffic (AADT) volumes for roadways within the study area were gathered from annual counts conducted by TDOT. There are 2 TDOT count stations located within the Nolensville Study Area: one is located on Nolensville Road, just south of the intersection with Stonebrook Boulevard at Mill Creek and the other is located on Rocky Fork Road, just east of Nolensville Elementary School. Figure 8 is a map from the TDOT website and shows the locations of the traffic count stations. Figure 9 shows the traffic counts from 2010-2014. As demonstrated by the traffic counts at these two locations, traffic has continued to increase as a result of a growing population and employment base.

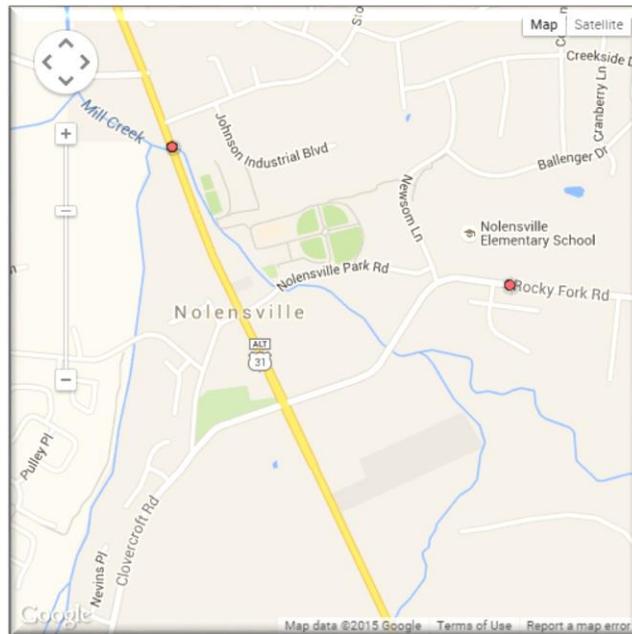


Figure 8: TDOT Map of Traffic Counts Stations

Nolensville Road Station 000051 Traffic Counts	
2014	14,239
2013	12,402
2012	10,487
2011	11,300
2010	10,495

Rocky Fork Road Station 000052 Traffic Counts	
2014	5,735
2013	5,958
2012	5,361
2011	4,472
2010	4,870

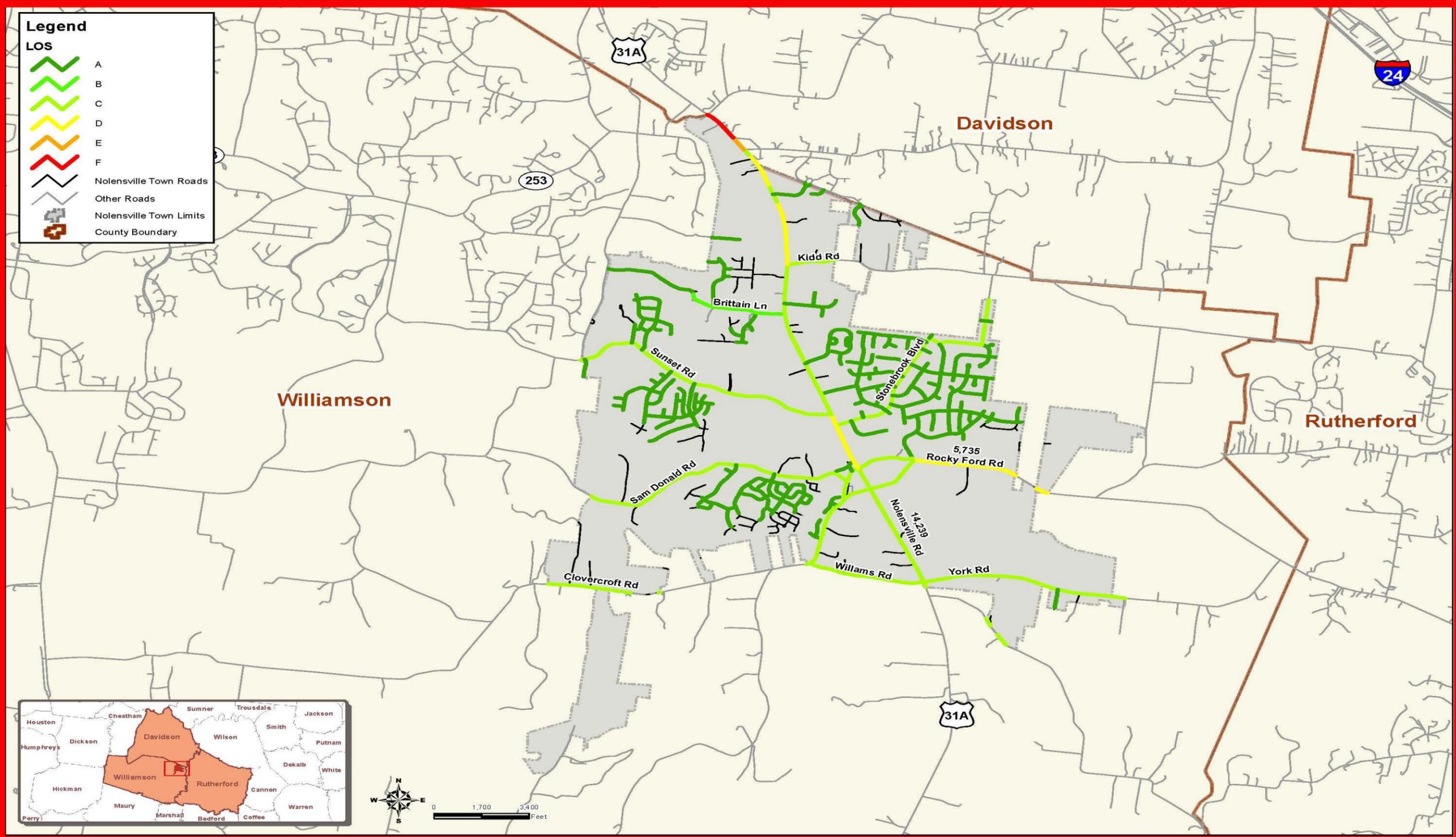


**Figure 9: Study Area Traffic Counts Stations**

### Existing Transportation System Capacity

In order to determine the 2010 LOS, the Nashville Area MPO travel demand model was utilized. The 2010 base year Levels of Service for Nolensville are displayed in Map 4. Map 4 reveals that 2010 peak hour roadway conditions result in the majority of corridors operating at LOS C or better. Peak hour volume represents traffic conditions during the traditional rush hour periods from 6 to 9 A.M. and 3 to 6 P.M. Only a small percent of the study area network operates at LOS D or worse, with these locations being located on several blocks of Nolensville Road. Nolensville Road operates at LOS D north of Kidd Road and between Rocky Fork Road and Stonebrook Road. Rocky Fork Road from Nolensville Road through the Town-limits also operates at a LOS D. A segment of Nolensville Road at the north end of the Town-limits operates at a LOS F.

While other roads within the Town may experience intermittent congestion, the MPO data indicates that they operate at LOS C or better. It should be noted that the Map 4: 2010 LOS, as shown on the following page, depicts the worst case scenario of the AM and PM peak hour roadway conditions.



**Map 4:  
2010  
LOS Map**

**Major  
Thoroughfare  
Plan**

**Town of  
Nolensville  
Tennessee**

**90  
VOLKERT**

**ESRI**

**Data Sources:  
Town of Nolensville  
Nashville Area MPO  
ESRI**

Map 4 2010 LOS Map



### Existing Transportation Plans and Other Town Growth Guidelines

To get a complete picture of Nolensville’s existing transportation system, it was necessary to review the Town’s previous Major Thoroughfare Plans, the Land Use Plan, current development regulations, recently approved developments, as well as other pertinent information. This information was also reflected in the travel demand model.

### Existing Pedestrian Facilities and Bicycle Facilities

Existing pedestrian and bicycle facilities, such as sidewalks and paved trails, are currently limited throughout the Town of Nolensville. There are sidewalk and trail facilities provided in several of the new residential subdivisions. A further refinement and additional planning efforts are recommended in order to allow the Town to plan for a full array of multimodal transportation options for citizens, business owners, and stakeholders within Nolensville.

## LAND USE

Coordinating land use and transportation decisions is important to meeting the Town of Nolensville’s access and mobility needs. Future roadway extensions, new alignments, and the location and design of major intersections influence future development patterns across the Town. For this reason, it is important to coordinate transportation improvements with desired land use patterns to ensure the efficient use of infrastructure such as roads, bridges, and municipal services while reducing the impact on the environment.

Thoroughfare planning aims to ensure the orderly and progressive development of



View of construction in the Summerlyn Subdivision, with the new Nolensville High School in the background

roadways to serve mobility and access needs, but is also critical to future land use, housing, the environment, and public utilities management. Roadway functional classifications and design and access management strategies must all be geared toward the prospective development to be served. Likewise,



types of land uses and their intensity impact traffic demands and patterns. By integrating land use and transportation planning, decision makers take a holistic approach to development by considering its effects on residents' quality of life, the transportation network, and the economy as a whole. With better access and less congestion, an efficient transportation system can decrease traffic noise, improve mobility, and create more jobs. With the help of this Major Thoroughfare Plan along with other development tools, such as the Town's *Subdivision Regulations*, *Zoning Ordinance*, and *Land Use Plan*, this plan can shape development patterns and influence the natural environment to improve the economy and the quality of life for Nolensville residents.

#### Existing Land Use Plan

Land use and growth patterns within the Nolensville UGB have played an integral role in the demand for and development of the Nolensville transportation system. The adopted Land Use Plan guides all land use and zoning policy decisions for the Town of Nolensville and is included in this report in order to better link transportation and land use decisions for the Town. Figure 10 is a map of the Town's Land Use Plan.

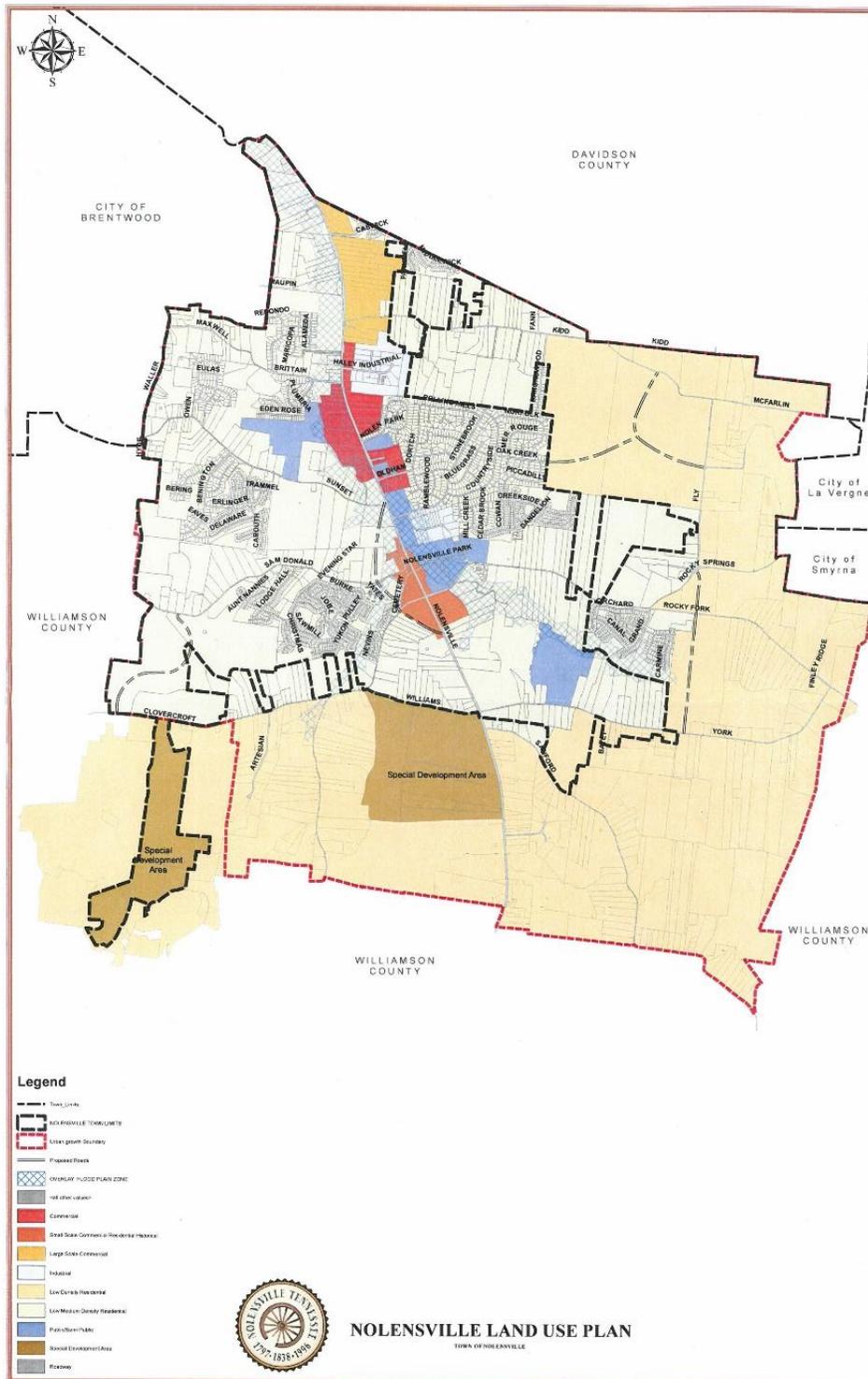


Figure 10: Nolensville Land Use Plan Map



## CONCLUSION

In order to prepare for future growth in the Nolensville area, the condition of the existing transportation system has been analyzed to determine areas in need of improvement and assess potential impacts from features such as land use, population, employment, and the condition of transportation infrastructure. In Chapter 2 projected traffic volumes will be analyzed to complete the picture of the transportation systems' needs. It is through an in-depth understanding of the Town's current and existing conditions that a more complete view of the needed improvements to Nolensville's transportation network can be reached.



View of Nolensville Road near the Clovercroft Road /  
Rocky Fork Road Intersection



## SECTION 2: FUTURE CONDITIONS

In order to identify the future transportation needs of the Town, it is necessary to analyze projected traffic volumes in comparison with the ability of the roadways to handle projected traffic. This analysis will not only indicate roads with potential congestion issues, it also identifies corridors where additional facilities and connections could benefit the overall network. In order to



View of Nolensville Road and Sunset Road intersection

accomplish this, 2040 traffic projections from the Nashville Area MPO travel demand model for the region are utilized.

Projected population and employment data for 2040 is based on the information detailed in the Existing Conditions Chapter, projections established by the MPO, and supplemented by the growth policies

outlined within the Town's *Land Use Plan*.

This information is utilized along with planned roadway improvements within the study area to provide the Existing plus Committed (E+C) transportation network. The E+C transportation network utilizes the projected population and employment data and roadway improvement projects that are currently funded for construction, and assigns projected traffic volumes to the various roadways in the Town. This process is explained in more detail later in this chapter. Roadway segments that are projected to be congested in 2040 (LOS D or lower) are identified and highlight. These areas within the network that will in need



improvement. Specific improvements to address the area's anticipated transportation deficiencies are discussed in the Recommendations chapter.

### NASHVILLE AREA METROPOLITAN PLANNING ORGANIZATION (MPO)

The Nashville area Metropolitan Planning Organization (MPO) is a regional transportation planning organization that serves 7 counties within the Middle Tennessee region,

including Williamson County and the Town of Nolensville. The MPO is responsible for the distribution and supervision of federal and state funding for transportation projects in the



View of Street Signs at Nolensville Road and Nolensville Park Road intersection

Nashville region. The MPO maintains a Regional Transportation Plan (RTP), a 25-year multi-modal transportation vision that helps guide the investment of public funds in transportation projects to manage congestion and increase regional mobility options. The MPO's current RTP, adopted in 2010 and amended in 2011 & 2012, extends through the year 2035. The MPO will soon adopt the 2040 RTP. This Plan, and particularly the Recommendations chapter, will be key to ensuring that the Town of Nolensville's priority projects are consistent with the goals and objectives of the MPO while identifying strategies to best prepare the Town for anticipated growth.

The MPO also maintains a Transportation Improvement Program (TIP), which consists of projects for which funding has already been allocated. The current TIP identifies projects that are programmed for the years 2014 through 2017.



Projects included in the TIP are typically the most immediate projects to be completed and can include vehicular, pedestrian, and transit improvements.

There is currently only one project in the TIP for the Town of Nolensville. Figure 11 shows the project. This improvement project is the “committed” transportation improvement of the “Existing plus Committed” transportation network discussed later in this chapter.

**Figure 11: MPO TIP Projects**

TIP PROJECT	LENGTH	LENGTH	DESCRIPTION
<b>Small Town Connections/Greenway</b>	Off-road facility between Nolensville Park Road, Nolensville Road, & Stonebrook Boulevard	0.81 miles	Trail plus a pedestrian bridge 65-85 foot in length crossing Mill Creek to parking lot/trailhead.



**View of the crosswalk in the Village along Nolensville Road**



Transportation Improvement Program for FYs 2014-2017

<b>Project Name</b>	Small Town Connections			<b>TIP #</b>	2012-66-187	
<b>Improvement Type</b>	Greenway			<b>Lead Agency</b>	Nolensville	
<b>County</b>	Williamson County	<b>Length</b>	0.80	<b>Regional Plan ID</b>	1086-601	
<b>Air Quality Status</b>	Exempt	<b>TDOT PIN</b>	117347.00	<b>Project Cost</b>	\$620,000.00	
<b>Route</b>	Small Town Connections					
<b>Location</b>	Off road facility between Nolensville Park Road, Nolensville Rd and Stonebrook Blvd					
<b>Project Description</b>	The project consists of 4,270 linear feet of asphalt trail plus a pedestrian bridge 65-85 foot in length crossing Mill Creek to a paved parking lot/trailhead.					

Fiscal Year	Type of Work	Funding Type	Total Funds	Federal Funds	State Funds	Local funds
2014	PE-D, ROW, CONSTRUCTION	U-STP	\$586,250.00	\$469,000.00	\$0.00	\$117,250.00

REVISION HISTORY

PROJECT NOTES

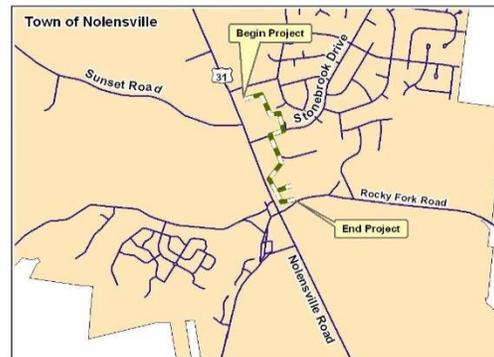


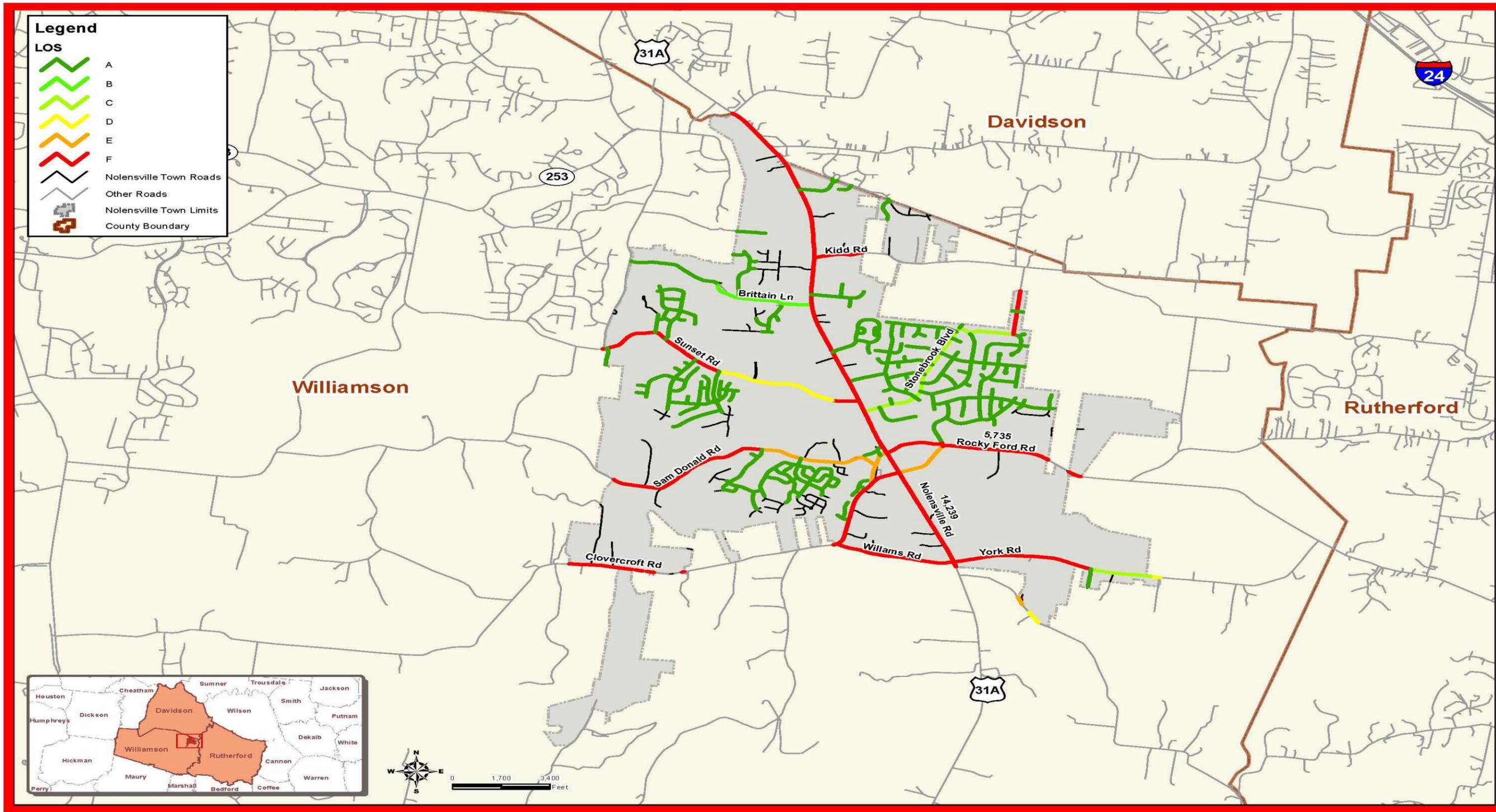
Figure 12: Greenway TIP Project in Nolensville



## EXISTING PLUS COMMITTED (E+C) TRANSPORTATION NETWORK

The Existing plus Committed (E+C) transportation network for the year 2040 was generated using the MPO travel demand model as a basis. The travel demand model used the projected socio-economic data for the year 2040 to produce trip forecasts and estimate traffic conditions in the study area for the year 2040. The E+C network analysis is based on the completion of the committed projects listed in Table 3.1 in addition to the existing roadway network and does not account for any other road or transportation improvements.

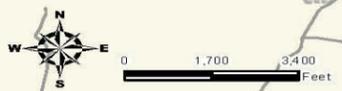
The results of the E+C travel demand model analysis are presented in Map 5, which shows the expected Level of Service (LOS) for the 2040 E+C network. As shown, traffic operations in the study area are expected to deteriorate through the planning horizon year of 2040, with traffic operations falling below acceptable levels during the peak hours on several segments of the area's major roadways. Poor peak hour LOS (LOS D, E, and F shown in the dark orange and red colors) can be expected on segments of Nolensville Road, Kidd Road, Sunset Road, Sam Donald Road, Rocky Ford Road, Clovercroft Road, Williams Road, and York Road. This would indicate a potential need for capacity-adding projects in the future for these roads.



**Legend**

**LOS**

- ▬ A
- ▬ B
- ▬ C
- ▬ D
- ▬ E
- ▬ F
- ▬ Nolensville Town Roads
- ▬ Other Roads
- Nolensville Town Limits
- County Boundary



**Map :  
2040  
LOS Map**

**Major  
Thoroughfare  
Plan**

**Town of  
Nolensville  
Tennessee**




Data Sources:  
Town of Nolensville  
Nashville Area MPO  
ESRI

Map 5- 2040 LOS Map



Table 2 shows the length of road miles by LOS for the 2010 network and the E+C 2040 network. As shown the number of road miles operating at or below LOS D will increase dramatically. For example, in 2010, there is less than three-tenths of a road mile operating at LOS F, but by 2040, the amount balloons to more than 15 miles. In effect, the roads operating at LOS C degrade to LOS F, with little other changes in roads operating at LOS A or B. These results show that traffic operations on the roadways within the study area, are expected to significantly deteriorate unless additional roadway improvements are made.

Figure 13 LOS Comparison 2010 and 2040 (in miles)

LOS	Base Year 2010	E+C Year 2040
A	25.52	25.52
B	0.69	0.69
C	17.91	1.83
D	2.64	1.41
E	0.12	2.02
F	0.26	15.67

### PROJECTED DAILY TRAFFIC VOLUMES FOR THE EXISTING PLUS COMMITTED (E+C) TRANSPORTATION NETWORK

The existing roadway system plus the committed project listed in Table 3.1 represent the existing plus committed roadway network for the year 2040. LOS for the existing plus committed transportation system were obtained using the travel demand model results from the MPO. The model produces estimated LOS, based on projected vehicle productions and attractions to and from the TAZs within the study area. The projected daily LOS for the existing plus committed transportation system are shown in **Map 5**.

Analysis of the E+C transportation network indicates that completion of the committed projects will not be enough to maintain acceptable traffic operations on the area's roadways in the year 2040. Additional improvements will be



needed to address the area's anticipated transportation deficiencies. Specific improvements to address these deficiencies are discussed in detail in the Recommendations chapter.

### CONCLUSION

Thorough analysis of the 2040 Existing plus Committed (E+C) transportation network reveals the need for future transportation improvements in the Nolensville study area. Projected population and employment data along with planned roadway improvements from the Nashville Area MPO's Transportation Improvement Program make up the committed network and reveal future Levels of Service (LOS) on area roadways that are below an acceptable level. The increases in projected traffic are largely the result of a growing and vibrant community within the rapidly growing Nashville metropolitan region.

The Nolensville Study Area in 2040 will experience significant roadway congestion according to the MPO model. The roadways that currently operate at LOS C will become increasingly congested and move to LOS E and F. These increases are significant and result in increased pressures and demands on the roadway network in the Nolensville study area. Specific improvements to address the area's anticipated transportation deficiencies are discussed in the Recommendations chapter.



View looking South along Nolensville Road



### SECTION 3: RECOMMENDATIONS

This section takes the information gathered in the Existing and Future Conditions sections of this Plan and uses that information to establish the transportation network projects recommended for the Town in order to improve the coming growth and congestion. In order to identify the future transportation needs of the Town, it is necessary to analyze projected LOS. The proposed projects included in this section are meant to address transportation related deficiencies in the Nolensville Study Area by providing safe, interconnected, and efficient traffic operations. The recommended projects are based on connectivity and congestion relief, focusing on providing a balanced transportation system for the Town through the year 2040.



View of the Town Limit sign along the Northern Town Limits

Analysis of existing conditions and the projected Existing plus Committed (E+C) network helped determine specific improvements to address the area's anticipated transportation deficiencies, resulting in an Existing plus Committed plus Improved (E+C+I) transportation network. The E+C+I network consists of the existing roadway network, plus the completion of the committed project (see the E+C analysis in the Future Conditions Section), plus the completion of the proposed projects (Figure 15 and Map 6). A planning level opinions of probable cost and potential funding sources have also been identified.

### RECOMMENDED IMPROVEMENTS

This Plan includes 24 roadway projects that consist of reconstruction and widening of existing routes, re-alignments, and new roads that provide connectivity and offer congestion relief to the existing network. While the total cost of these improvements might seem overwhelming at first, it should be



noted that transportation funding and budgeting will not be the sole responsibility of the Town. Both federal and state monies, as well as impact fees, related to development and redevelopment, will be available to help the Town build out these recommended projects. A list of funding sources is also included within this section. The list of recommended improvements is identified in Figure 14 and illustrated on Map 6.

An opinion of probable cost was also prepared for each of the projects to assist in long range budget / capital improvement project planning. The opinion of probable cost for each recommended project was developed using TDOT's planning level cost estimating methodology, which adds the cost of Right of Way (ROW) to the cost of construction. Volkert used this methodology and modified it based on the difference in ROW costs of new alignments versus reconstruction/widening projects. The base per mile ROW cost was estimated to be \$1,180,000 for roads on new alignments and \$400,000 for reconstruction/widening on existing alignments. The base per mile construction cost was estimated to be \$6,200,000 for state routes and \$4,650,000 for non-state routes. The cost of ROW is figured by multiplying the ROW cost per mile, area factor, and distance of the recommended improvement. The construction cost is determined by multiplying the construction cost per mile, terrain factor, construction factor, and distance, resulting in the formula below (note: Preliminary Engineering is included, which is assumed to be 10% of construction cost):

$$(\text{ROW Cost per Mile} \times \text{Area Factor} \times \text{Distance}) + (\text{Construction Cost per Mile} \times \text{Terrain Factor} \times \text{Construction Factor} \times \text{Distance}) = \text{Opinion of Probable Cost}$$

The construction factor is based on the number of lanes that will need to be built, while the terrain factor adjusts the costs of construction based on the topography of the location. For example, the factor is higher for rugged terrain, since it is more costly to develop on steep topography.

It is important to note that the opinion of probable cost estimates are subject to change based on the many variables involved in calculating project costs.



Finally, the 2040 travel demand model assumes certain natural increases in traffic resulting from factors such as increases in population, employment, and commuter traffic. The travel demand model also assumes that all proposed roadways will be built by the year 2040. However, constructing all improvements may not occur as presented in this plan; therefore, the model represents the best case scenario in terms of LOS improvements.

In addition to the roadway projects, the following intersections have been identified as needing additional study to assess their LOS and safety related issues. These intersection-specific studies may result in new signalization, modifications to existing signals, addition of turn lanes, modifications to existing turn lanes, and/or reconstruction/realignment of intersections (among other strategies). It should be noted that the proposed projects listed above and shown on the Major Thoroughfare Plan Recommended Project Map are conceptual in nature. The Town Staff, Planning Commission, and Board of Mayor and Aldermen will review each individual project at the time it is either proposed by a property owner/developer or by the Town through the Capital Improvements Budget process.

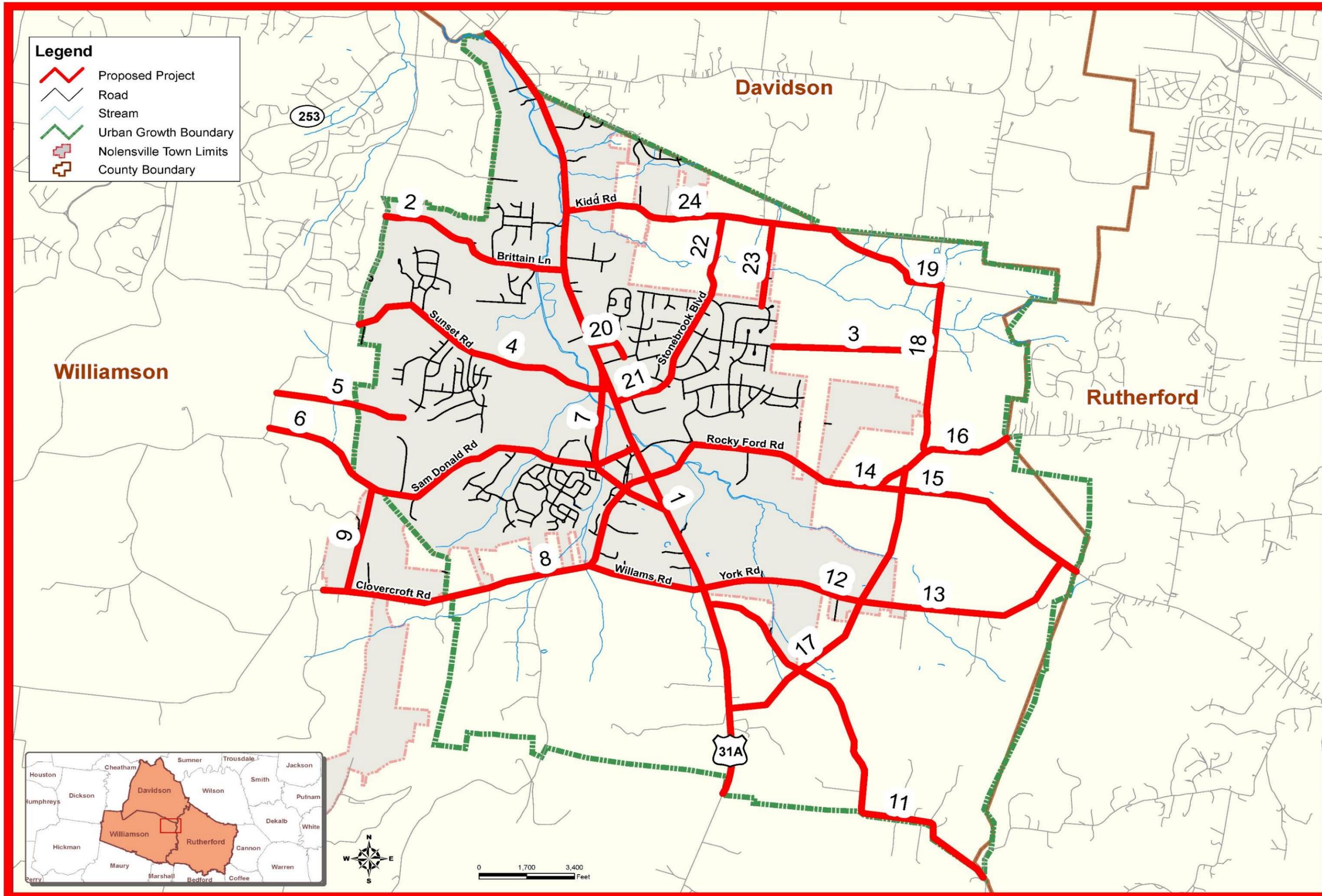
**Figure 14 Intersections to be Studied**

<b>Intersections to be Studied</b>
<b>Sunset Road at Split Log Road</b>
<b>Sunset Road at Nolensville Road</b>
<b>Sam Donald Road at Old Clovercroft Road</b>
<b>Clovercroft Road at Old Clovercroft Road</b>
<b>Clovercroft Road at Williams Road</b>
<b>Clovercroft Road at Burke Hollow Road</b>
<b>Nolensville Road at Williams Road and York Road</b>
<b>Nolensville Road at Old Clovercroft Road and Nolensville Road</b>
<b>Kidd Road at Baronswood Drive</b>
<b>Kidd Road at McFarlin Road</b>

PROJECT ID NUMBER	STREET	TERMINI	PROPOSED IMPROVEMENT	OPINION OF PROBABLE COST	OPINION OF PROBABLE COST WITH BICYCLE / PEDESTRIAN NETWORK
1	Nolensville Road	Davidson Co. to southern UGB	Construct improved 2 lane typical section	\$39,660,000	\$40,770,000
2	Maxwell Lane / Britain Lane	UGB to Nolensville Road	Construct improved 2 lane typical section	\$7,100,000	\$7,350,000
3	Oak Creek Drive Extension (Eastern E-W Connector)	Oak Creek Drive termini to Fly Road	Extend Oak Creek Drive as a 2 lane collector	\$7,480,000	\$7,690,000
4	Sunset Road	UGB to Nolensville Road	Widen to a 3 lane typical section	\$12,420,000	\$12,780,000
5	Benington Place Extension (Western E-W Connector)	Benington Place termini to Split Log Road	Extend Benington Place as a 2 lane collector	\$2,040,000	\$2,090,000
6	Sam Donald Road	UGB to Nolensville Road (through Sam Donald Court)	Widen to a 3 lane typical section	\$15,010,000	\$15,420,000
7	Alternative Alignment of Highway 31-A (A 31-A) (Central N-S Connector)	.3 miles south of Rocky Fork Rd. to Oldham Dr.	Construct alternative alignment Highway 31-A to include 4 lane median divided Major Arterial	\$12,170,000	\$12,420,000
8	Clovercroft Road	Town Limits to Nolensville Road	Widen to a 3 lane typical section	\$18,590,000	\$19,090,000
9	Clovercroft to Sam Donald Connector (Western N-S Connector)	Unnamed Road /drive off of Clovercroft terminus to Sam Donald Road	Construct improved 2 lane typical section	\$4,370,000	\$4,520,000
10	Williams Road	Clovercroft Road to Nolensville Road	Widen to a 3 lane typical section	\$5,720,000	\$5,870,000
11	Sanford Road	Nolensville Road to UGB	Construct improved 2 lane typical section	\$16,930,000	\$17,530,000
12	York Road	Nolensville Road to Batey Road	Widen to a 3 lane typical section	\$7,860,000	\$8,070,000
13	York Road	Batey Road to Rocky Fork Road	Construct improved 2 lane typical section	\$8,190,000	\$8,480,000
14	Rocky Fork Road	Nolensville Road to Rocky Springs Road	Widen to a 4 lane typical section	\$14,650,000	\$15,020,000
15	Rocky Fork Road	Rocky Springs Road to Rutherford Co.	Widen to a 4 lane typical section	\$10,800,000	\$11,060,000
16	Rocky Springs Road	Rocky Fork Road to Rutherford Co.	Widen to a 4 lane median divided typical section	\$7,710,000	\$7,900,000
17	Rocky Springs Road / Carmine Street Extension (Eastern N-S Connector)	Carmine Street terminus to Nolensville Road	Extend Grand Street as a 2 lane collector	\$15,650,000	\$16,090,000
18	Fly Road	Rocky Springs Road to McFarlin Road	Construct improved 2 lane typical section	\$6,000,000	\$6,230,000
19	McFarlin Road	Kidd Road to Fly Road	Construct improved 2 lane typical section	\$4,910,000	\$5,090,000
20	Sheldon Valley Drive Extension (Town Center Connection)	Connect termini of Sheldon Valley Drive to Oldham Drive	Extend Sheldon Valley Drive as a 2 lane collector	\$2,150,000	\$2,210,000
21	Stonebrook Boulevard	Nolensville Road to Stonebrook Boulevard termini	Construct improved 2 lane typical section	\$9,220,000	\$9,530,000
22	Stonebrook Boulevard Extension (Eastern N-S Connector)	Stonebrook Boulevard termini to Kidd Road	Extend Stonebrook Boulevard as a 2 lane collector	\$4,080,000	\$4,190,000
23	Baronswood Drive	Norfolk Lane to Kidd Road	Construct improved 2 lane typical section	\$3,270,000	\$3,390,000
24	Kidd Road / Battle Road	Nolensville Road to Davidson Co.	Widen to a 3 lane typical section	\$12,870,000	\$13,210,000

\* Note: The proposed projects listed above and shown on the Major Thoroughfare Plan Recommended Project Map are conceptual in nature. The Town Staff, Planning Commission, and Board of Mayor and Aldermen will review each individual project at the time it is either proposed by a property owner/developer or by the Town through the Capital Improvements Budget process.

Figure 15 2016 MTP Recommended Projects



**Legend**

- Proposed Project
- Road
- Stream
- Urban Growth Boundary
- Nolensville Town Limits
- County Boundary



**Proposed Projects**

**Major Thoroughfare Plan**

**Town of Nolensville Tennessee**



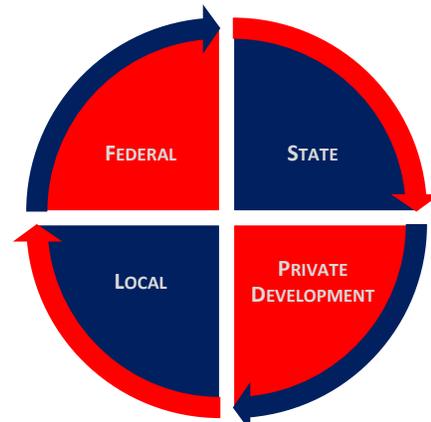

Data Sources:  
Town of Nolensville  
Nashville Area MPO  
ESRI

Map 6: Proposed Projects



## FUNDING SOURCES

A transportation project is typically funded from a combination of federal, state, and local funding. There are four primary elements to transportation funding: (1) Federal transportation funding comes primarily from the Highway Trust Fund; (2) State funding comes primarily from gasoline and motor fuel taxes, as well as motor vehicle registration fees; (3) local funding sources that could potentially supply revenue for the roadway recommendations come from the issuance of bonds or tax levies, such as property tax; and (4) impact fees from private developments. This four-part partnership is shown in Figure 16. A description of various potential sources of budgetary funds for the roadway recommendations is provided below.



**Figure 16: Funding for transportation is a four-part partnership.**

### FEDERAL FUNDING SOURCES

Federal funding is available from the Highway Trust Fund, which was established by the Highway Revenue Act of 1956 during the development of the interstate highway system. Motor fuel taxes imposed by the Federal Government provide for the Highway Trust Fund. Highway Trust Fund allocations to transportation projects are administered by the U.S. Department of Transportation through the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

### National Highway System (NHS)

NHS funds provide funding for rural and urban roads and highways, including the interstate highway system, international border crossings, intelligent transportation system capital improvements, expressways, and connections to major multimodal terminals that are of national significance. These funds may be used for all types of transportation improvements including construction,



reconstruction, operational improvements, and planning. NHS has an 80 percent federal funding ratio, except when funds are used for interstate projects to add high occupancy vehicle or auxiliary lanes, in which case, the federal funding ratio may be 90 percent. The State of Tennessee covers the remaining proportion.

#### **Surface Transportation Program (STP)**

STP funds provide funding for projects on functionally classified roadways, including the NHS, bridge projects on any public road, transit capital projects, and bus terminals and facilities. STP funds can also be used to fund ridesharing, ITS, bikeway, and sidewalk programs. A portion of funds reserved for rural areas may be spent on rural minor collectors. STP is funded 80 percent federally and 20 percent by either the State of Tennessee or local funds.

#### **Bridge Replacement & Rehabilitation Program (BRR)**

BRR funds provide funding for the rehabilitation and replacement of any public road bridge that exceed 20-feet in length. The BRR does not currently provide funding for bridge repair. Tennessee prioritizes bridge projects based on a point system using the following criteria: two axle load limit 45 percent, ADT 40 percent, functional obsolescence 10 percent, and detour effect 5 percent. In addition, only bridges with a sufficiency rating less than 50 and load rating less than H-15 are considered when choosing projects. BRR is funded 80 percent federally and 20 percent by either the State of Tennessee or local funds.

#### **Recreational Trails (RC TR)**

Provides funding for the creation, rehabilitation, and maintenance of multi-use recreational trails that is funded 80 percent Federal and 20 percent Non-Federal.

#### **Safe Routes to School (SRTS)**

SRTS funds are intended to enable and encourage children to walk and bicycle to school. The funds are 100 percent Federal thus requiring no local match.

#### **Spot Safety Improvement**

Funds used to improve deficient intersections with new signalization, intersection modifications, adding turn lanes, etc. The improvements are



typically funded with a minimum of 80 percent Federal funds. The funds are only eligible for projects that are on state routes.

#### **Transportation Enhancement (TE)**

These funds are used to enhance or make improvements to alternative types of transportation projects. These include bicycle and pedestrian paths, landscaping and scenic beautification, and historic transportation structures.

#### **Railroad Rehabilitation and Investment Financing Program (RRIF)**

The Federal Railroad Administration (FRA) administers the Railroad Rehabilitation and Investment Financing Program (RRIF) that offers various loan enhancements to public or private sponsors of intermodal and rail capital projects, including acquisition, development, improvement, or rehabilitation of intermodal or rail equipment and facilities.

#### **Transportation Infrastructure Finance and Innovation Act Program (TIFIA)**

The Federal Highway Administration also administers the Transportation Infrastructure Finance and Innovation Act Program (TIFIA) which is available for some rail related projects, including Highway Rail Grade Crossing Programs.

#### **STATE FUNDING SOURCES**

The State of Tennessee funds transportation projects by the imposition of gasoline and motor fuel taxes and from motor vehicle registration fees which are administered by the Tennessee Department of Transportation.

#### **LOCAL FUNDING SOURCES**

Local funding sources that could potentially supply revenue for the roadway recommendations come from local bonds and developers. Local bonds are typically used by the Town when there is a large project that will require long term borrowing to fund the construction. Developers also help fund the projects



by donating the right-of-way, escrowing funds, or actually building the roadway project as part of their development.

### ANALYSIS OF THE E+C+I TRANSPORTATION NETWORK

The Nashville Area MPO travel demand model (TDM) was used to evaluate the 2040 transportation network with the proposed improvement projects. The results of the Existing plus Committed plus Improvements (E+C+I) travel demand model analysis are shown in Map 7.

As depicted, with the completion of the recommended improvements, almost all of the area's roadways will operate at an acceptable LOS (LOS C or better) during the peak hours. Roadway segments that are expected to operate at LOS E or worse during the peak hours consist of roadways along most segments of Nolensville Road, along a portion of Fly Road, along a portion of McFarlin Road, along a portion of Brittain Lane, along a portion of Sam Donald Road, a portion of Oak Creek Drive, a portion of Clovercroft Road, a portion of Williams Road, and at the intersection of Sunset Road and Benington Place. Nolensville Road, since it is a major thoroughfare that moves people and goods at a regional level is consistently shown at a severely congested LOS. Otherwise, the Town's transportation network will function at a LOS D or higher.

Figure 17 describes the impact of the recommended improvements to the Town's transportation network by providing comparisons for LOS in 2010, 2040 E+C, and 2040 E+C+I. The Town's total roadway miles will increase from 32.1 miles currently to 46 miles in 2040. The E+C+I scenario results in improvement to the existing network, significantly improves traffic flow, and reduce congestion throughout the Town. In all, 30.5 miles of the Town's roadways will function at D or higher in 2040 with the proposed improvements. This compares to 27.9 miles projected to function at D or lower in the 2040 E + C scenario.



Figure 17: LOS Comparisons

LOS	2010 (Miles)	2040 E + C (Miles)	2040 with Improvements (Miles)
A	0.7	0	0
B	0.7	0	1.2
C	25.5	4.2	17.6
D	4.1	3.2	11.7
E	0.1	4.4	4.2
F	1	20.3	11.3

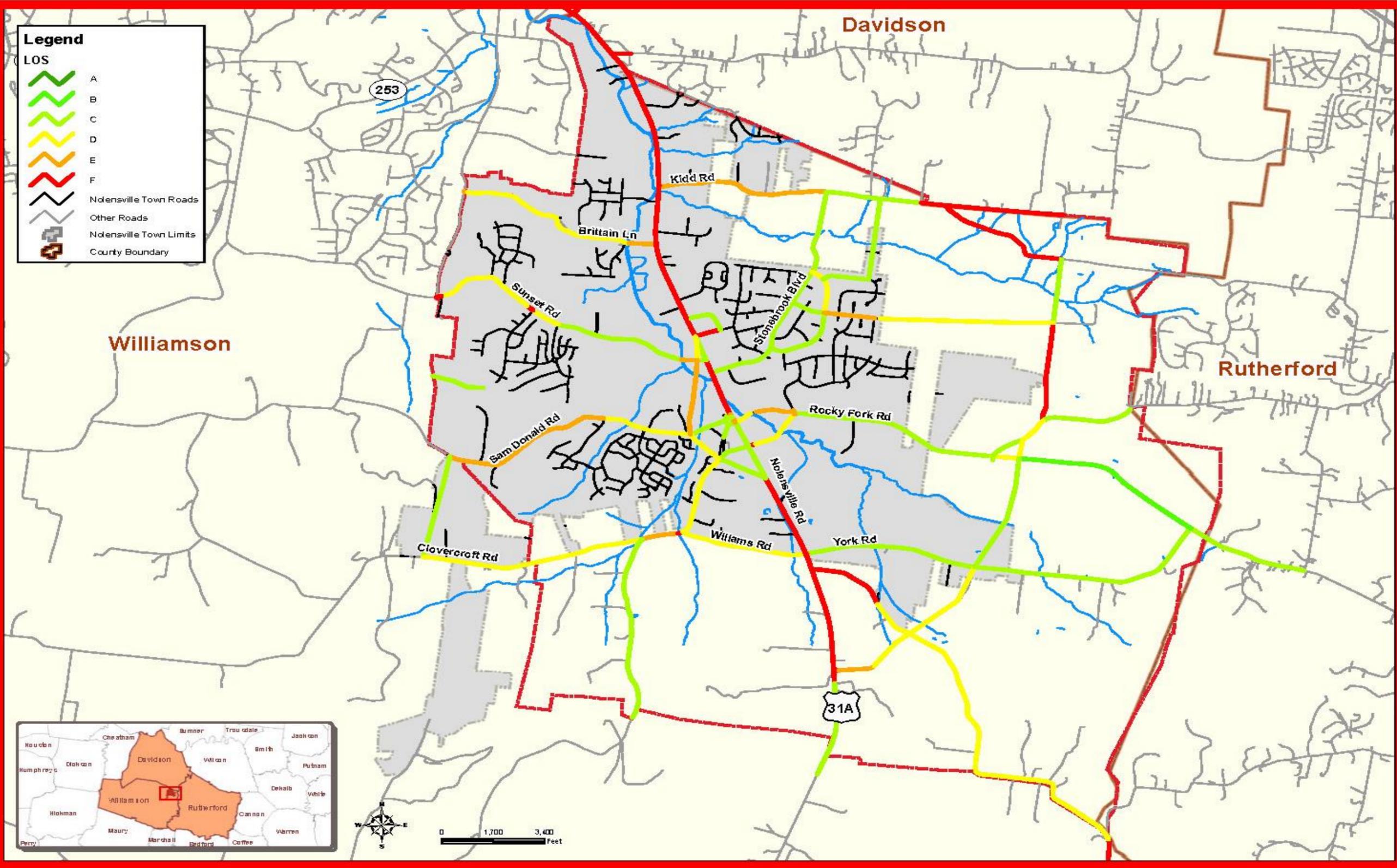


View along Burke Hollow Road

**Legend**

LOS

-  A
-  B
-  C
-  D
-  E
-  F
-  Nolensville Town Roads
-  Other Roads
-  Nolensville Town Limits
-  County Boundary



**Map :  
2040  
Proposed  
Projects  
LOS Map**

**Major  
Thoroughfare  
Plan**

**Town of  
Nolensville  
Tennessee**



Data Sources:  
Town of Nolensville  
Nashville Area MPO  
ESRI

Map 7 2040 LOS Map



## CONCLUSION AND PLAN POLICIES

### Plan Policies

The overall goal of this plan is simple: an improved transportation network for the Town. To achieve this goal, the following policies are presented. These policies are meant to shape and guide the Town's decisions related to the transportation network and to position this Plan in context with the other Plans utilized by the Town:



**Comprehensive:** Improvements proposed in this Plan shall be considered comprehensive in scope and inclusive of all modes (as applicable for each project): sidewalks, trails, greenways, and/or bike routes in addition to roadways.



**Integrated:** This Plan shall be considered aligned with all other Town Plans and shall be considered an element of the Town's comprehensive planning efforts.



**Partnerships:** Require development to pay its way. Leverage all Federal and State funding and grant opportunities.



**Fiscally responsible:** Utilize a Capital Improvement Program in budgeting for the projects recommended by this Plan.



This Plan is presented to offer the Town an organizing effort around transportation related improvements through the year 2040. However, transportation does not exist in a vacuum. Land use is closely linked to transportation impacts. Therefore, this Plan should be used as a tool in Land Use decisions just as closely as the Town's Land Use Plan in making future decisions about growth and development within the Town. While the total potential cost for all 24 recommended projects may seem overwhelming, the Town should not look at the totality of the recommended projects, but at each individual project as a way to embrace the coming growth, while not becoming overwhelmed by it.



View of the Village along Nolensville Road

TOWN OF NOLENSVILLE  
POST OFFICE BOX 547  
NOLENSVILLE, TENNESSEE 37135

**RESOLUTION 16-24**

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH DUNCAN AND ASSOCIATES FOR A ROAD IMPACT FEE STUDY**

**WHEREAS**, the Town of Nolensville must employ an independent contractor to perform certain professional studies to assess the need for road impact fees; and

**WHEREAS**, Title 5, Chapter 4, Section 5-411 (6) of the Nolensville Municipal Code (NMC) states that road impact fees and administrative procedures shall be reviewed every three (3) years; and

**WHEREAS**, the last road impact fee study was performed in 2013; and

**WHEREAS**, the cost associated with a road impact fee study update was anticipated and included in the budget for the fiscal year July 1, 2016 – June 30, 2017; and

**WHEREAS**, the Town of Nolensville has assessed and interviewed various professional firms and determined that Duncan and Associates is best able and qualified to perform the duties as described in the attached agreement;

**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 authorized to enter into an agreement with Duncan and Associates to perform professional services with overall payment not to exceed \$29,550.00.

Section 2. The agreement is attached hereto and made part of this resolution.

**RESOLVED** this 1<sup>st</sup> day of September 2016.

\_\_\_\_\_  
Jimmy Alexander, Mayor

\_\_\_\_\_  
Kali Mogul, Town Recorder

Passed: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TOWN OF NOLENSVILLE, TENNESSEE  
AND  
DUNCAN ASSOCIATES**

This Professional Services Agreement is made by and between the Town of Nolensville, a political subdivision of the State of Tennessee (Client), and James Duncan and Associates, Inc., doing business as Duncan Associates, a professional corporation located in Austin, Texas (Consultant).

WHEREAS, Client desires to engage Consultant to perform certain services relating to the development of road impact fees.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, Consultant and Consultant agree as follows.

1. Scope of Agreement. Consultant's relationship to Client shall be that of independent contractor; at all times this relationship shall be governed by and be in strict compliance with the terms of this Agreement for Professional Services.
2. Professional Services. Consultant shall furnish services to Client as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.
3. Period of Service. Consultant shall begin its services promptly after receipt of an executed copy of this Agreement and will complete the services pursuant to the schedule set forth in Exhibit "B." Times for performance shall be extended for periods of delay resulting from circumstances over which Consultant has no control.
4. Compensation. For services provided by Consultant as described in Exhibit "A," Client shall compensate Consultant, in accordance with the fee schedule outlined in Exhibit "B." Client will be billed monthly based on percent completion of individual tasks. Payment of invoices shall be due to Consultant within thirty (30) days of receipt of invoice by Client.
5. Subcontracting. No subcontracting will be allowed without prior written authorization by Client.
6. Changes and Extra Work. Client may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in Consultant compensation, which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written addenda to this Agreement.
7. Conflict of Interest. Consultant agrees that it has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner with the performance of the services hereunder. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed.

8. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon written notice to the other party. In the event of any termination, Consultant will be paid for all services rendered to the date of such termination.
9. Ownership of Documents. All documents prepared in the performance of this Agreement shall be delivered to Client before final payment is made to Consultant.
10. Amendments. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.
11. Severability. Any provision in this Agreement that is prohibited or unenforceable under state or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.

IN WITNESS WHEREOF, Client and Consultant have caused this instrument to be signed by their respective duly authorized officers, as follows.

ATTEST:

TOWN OF NOLENSVILLE, TENNESSEE

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

JAMES DUNCAN AND ASSOCIATES, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Clancy Mullen, President

Date: \_\_\_\_\_

# **Exhibit A**

## **SCOPE OF SERVICES**

### **Task 1: Data Collection**

The purpose of this project is to update the Town's road impact fee based on an updated thoroughfare master plan. The project will begin with data collection and project organization. Immediately upon contract execution, the Consultant will work with the Town to schedule a teleconference or Skype meeting with key staff members. The Consultant will gather available information related to the project; identify policy issues involved in updating the road impact fee program; coordinate staff and Consultant responsibilities; and establish an overall project schedule. The Town should provide Consultant, without charge, copies of all relevant plans, studies and documents needed to perform the work. These may include, but not be limited to:

- thoroughfare master plan;
- roadway capital improvements program;
- costs of recent road construction or road widening projects, with data on length, lanes added, ROW and construction cost and date of completion;
- annual budget and comprehensive financial report;
- inventory of major road network, including road name, functional classification, segment description, segment length and existing lanes;
- recent traffic counts;
- population trends and projections;
- annual building permit data since January 1, 2000, indicating annual dwelling units permitted by housing type;
- existing nonresidential building square footage by land use category from property appraiser records or other sources; and
- debt payment schedules for outstanding road bond issues.

At the conclusion of the task, the consultant will prepare a memorandum summarizing the organizational framework for the project and listing additional data to be provided by the Town.

Deliverable: Data Needs Memorandum

### **Task 2: Staff Review Draft**

In this task, Consultant will prepare a draft road impact fee study for Town review. The study will include an analysis of existing roadway demand and capacity that identifies existing capacity deficiencies and the improvements and their estimated costs to remedy those deficiencies. The demand for new street capacity generated by new growth will be expressed in terms of a common "service unit" (e.g., vehicle-mile of travel during a week day).

The number of service units generated by various use types will be determined through preparation of a demand generation schedule. From the demand, capacity and cost data provided, Consultant will determine average cost per service unit to accommodate new development. The cost per service unit will then need to be reduced to account for future revenue generated by new development and used to finance the same type of facilities.

This will include the calculation of appropriate revenue credits for property tax payments used to retire outstanding debt. Additional credits may be required to account for dedicated local or outside funding sources, including state road funds, anticipated to be available in

the future to fund capital improvement needs. The resulting net cost per service unit will be used in fee calculations. Applying net local cost per service unit to the demand generation schedule will result in a schedule of maximum fees that may be charged. This methodology meets "rational nexus" and "proportionate fair-share" standards embodied in relevant case law.

In particular, we will ensure that fees do not exceed costs that are reasonably related to facilities needed to accommodate the impacts of new development. Consultant will also ensure that development fees take into account past and future financial contributions toward the costs of such facilities.

Deliverable: Staff Review Draft Report

### **Task 3: Final Draft/Ordinance Amendments**

Consultant will make revisions to the report based on feedback from the Town, and will prepare a final draft. The final report will reflect Town comments on the draft report. The final report will be delivered in digital format (pdf and Word) and be accompanied by supporting spreadsheets (in Excel). Concurrent with delivery of the final road impact fee study, Consultant will provide draft impact fee ordinance amendments to implement the study findings.

Deliverable: Final Impact Fee Report  
Draft Ordinance Amendments

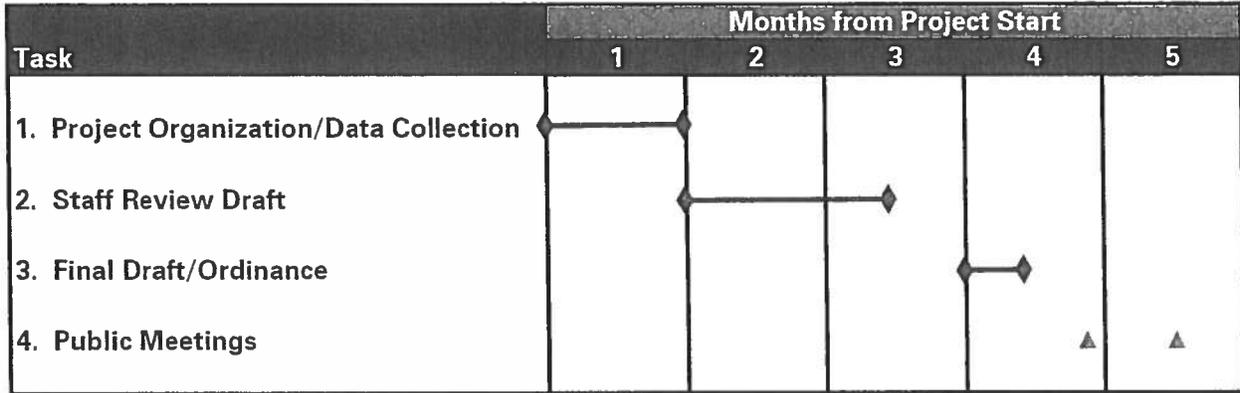
### **Task 4: Public Meetings**

Consultant will meet with Town staff, stakeholders and public officials to present the fee report. This task will be limited to two person-trips. Additional trips, if deemed necessary by the Town, will be billed on a time-and-expense basis.

Deliverable: Local Meeting Attendance (Two Person-Days)

## Exhibit B Schedule and Budget

The Scope of Services outlined in this proposal could be completed within five months, as illustrated in the following time schedule. Additional review time or extended notification periods would require a somewhat longer schedule.



The total fee to prepare the road impact fee update study described herein for the Town of Nolensville is \$29,550. This amount includes all direct and indirect expenses incurred by Consultant in performing such services, including travel expenses for up to two person-trips (the Town will only be billed for actual meeting attendance). Additional services beyond those in the scope of services would be billed on a time plus actual expense basis.

Task	Amount
1: Data Collection	\$4,200
2: Staff Review Draft	\$15,750
3: Final Draft/Ordinance	\$4,900
4: Public Meetings	\$4,700
<u>Total</u>	<u>\$29,550</u>

Consultant attendance at additional meetings and presentations, if desired, would be billed at a flat rate of \$2,350 per meeting, inclusive of all travel expenses. Any additional services would be provided on a time-and-expense basis, or for a fixed-fee as may be negotiated with the Town. Our hourly rates are \$195 for James B. Duncan, \$175 for Clancy Mullen and Kirk Bishop, and \$125 for Jody Maas.

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

**RESOLUTION 16-25**

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN TO MAKE  
APPLICATION FOR THE POOL'S SAFETY PARTNERS  
MATCHING GRANT PROGRAM**

**WHEREAS**, citizens of the Town of Nolensville have entrusted the Board of Mayor and Aldermen with the care and custody of Town-owned property; and

**WHEREAS**, the safety of citizens and employees of the Town of Nolensville is of the highest priority of the Board of Mayor and Aldermen; and

**WHEREAS**, The Tennessee Municipal League Pool seeks to encourage a safe public and work spaces by offering a "Safety Partners" Matching Grant Program; and

**WHEREAS**, the Town of Nolensville wishes to participate in this important program offered by The Pool;

**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 submit application for the "Safety Partners" Matching Grant Program through The Pool.

Section 2. The Town of Nolensville is further authorized to provide a matching sum for monies provided by the grant not to exceed \$1,500.00.

**RESOLVED**, this 1<sup>st</sup> day of September, 2016.

\_\_\_\_\_  
Jimmy Alexander, Mayor

\_\_\_\_\_  
Kali Mogul, Town Recorder

Passed: \_\_\_\_\_

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

**RESOLUTION #16-26**

**A RESOLUTION TO DECLARE CERTAIN PROPERTY OF THE TOWN OF NOLENSVILLE SURPLUS AND PROVIDE THE AUTHORITY TO THE MAYOR TO DISPOSE OF OR SELL THE SURPLUS INVENTORY**

**WHEREAS**, Tennessee Code Annotated § Title 6-2-201, General Powers, Sub-Section (8), states the Board of Mayor and Aldermen has the authority to “Acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the municipality or state;” and

**WHEREAS**, the Town of Nolensville owns various equipment required for day to day operations; and

**WHEREAS**, over time some of the equipment has become worn and dilapidated and should be removed from service; and

**WHEREAS**, it has been acknowledged that it is in the best interest of the Town to surplus said equipment; and

**WHEREAS**, a list of items needing surplus is attached to this resolution and labeled as “Attachment A;” and

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

Section 1. The items in “Attachment A” are declared surplus property. The Board directs the Mayor, and/or his designee, to dispose of or sell surplus inventory in accordance to Tennessee State Law.

Section 2. The Board further directs the Treasurer to delete this surplus property from the inventory of the Town once disposed of by the Mayor and/or his designee.

**RESOLVED** this 1<sup>st</sup>, day of September, 2016.

\_\_\_\_\_  
Jimmy Alexander, Mayor

\_\_\_\_\_  
Kali Mogul, Town Recorder

Passed: \_\_\_\_\_

**Attachment A**  
**General Inventory for Surplus**

<b>ITEM</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>
KEYBOARD	LOGITECH	Y-R0012	820-002864
KEYBOARD	LOGITECH		867560-0403
MOUSE	DELL		HCA521219652
MOUSE	LOGITECH	MSBF90	852362-0000
MONITOR	ACER	AL1916WA	ET1916BW08
PANASONIC	TRANSCRIPTION MACHINE		XE6HB30796
PANASONIC	PEDAL		RP-2692
PRINTER	HP DESKJET	F380	CN71MGF06D

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

**RESOLUTION #16-27**

**A RESOLUTION TO DECLARE CERTAIN PROPERTY OF THE NOLENSVILLE  
POLICE DEPARTMENT SURPLUS AND PROVIDE THE AUTHORITY TO THE  
MAYOR TO DISPOSE OF OR SELL THE SURPLUS INVENTORY**

**WHEREAS**, Tennessee Code Annotated § Title 6-2-201, General Powers, Sub-Section (8), states the Board of Mayor and Aldermen has the authority to “Acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the municipality or state;” and

**WHEREAS**, the Town of Nolensville owns various equipment purchased with drug fund monies required for day to day operations of the Nolensville Police Department; and

**WHEREAS**, over time some of the equipment has become worn and dilapidated and should be removed from service; and

**WHEREAS**, it has been acknowledged that it is in the best interest of the Town to surplus and sell said equipment; and

**WHEREAS**, a list of drug fund items needing surplus is attached to this resolution and labeled as “Attachment A;” and

**WHEREAS**, any monies received for the sale of items on “Attachment A” will be returned to the Town of Nolensville Drug Fund;

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

Section 1. The items in “Attachment A” are declared surplus property. The Board directs the Mayor, or his designee, to dispose or sell this surplus inventory in accordance to Tennessee State Law.

Section 2. The Board further directs the Treasurer to delete this surplus property from the inventory of the Town and return proceeds from the sale of these items to the Drug Fund.

**RESOLVED** this 1<sup>st</sup>, day of September, 2016.

\_\_\_\_\_  
Jimmy Alexander, Mayor

\_\_\_\_\_  
Kali Mogul, Town Recorder

Passed: \_\_\_\_\_

**Attachment A**  
**Drug Fund Inventory for Surplus**

ITEM	DESCRIPTION	MODEL	SERIAL NUMBER
SONY	MONITOR	SDM-H575	1662779
DELL	MONITOR		CN-0F5035-64180-4C8-3UNS
HP	MONITOR	HSTND-3531-A	6CM2520L2K
ENVISION	MONITOR	LM-700	T7KF1CAG01840
SAMSUNG	MONITOR		A19A10N
SAMSUNG	MONITOR		ZT15H9NB902846Y
DELL	CPU		55CT4H1
DELL	KEYBOARD		1MHYX011070100899
Dell	Computer		JB15D11
PS2 MOUSE	MOUSE		X802382
DELL	KEYBOARD		CN-0J4628-71616-4C1-047L
DELL	Computer		1713W4G1
DELL	Computer		75MW4H1
Insignia	MONITOR	ns-pnk5001	14g01a000537
Insignia	MOUSE	NS-PNM5013	14G01A000537
DELL	Computer		1D9XXG1
DELL	KEYBOARD	TH836	LZ842BV0B95
DELL	KEYBOARD	RT7D20	04N454
LOGITECH	KEYBOARD	INTERNET PRO	867449-0403
MICROSOFT	KEYBOARD	X822061-001	03561-545-2250273-01128
LOGITECH	KEYBOARD	DELUXE 250	867633-0403
DELL	KEYBOARD	RT7D00	025PGG
DELL	KEYBOARD	SK-8125	CN-062610-38842-36K-B654
DELL	KEYBOARD	RT7D20	04N454-37171-D504

TOWN OF NOLENSVILLE  
POST OFFICE BOX 547  
NOLENSVILLE, TENNESSEE 37135

**RESOLUTION 16-28**

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH VOLKERT, INCORPORATED  
FOR PLANNING SERVICES RELATED TO DEVELOPING A COMPREHENSIVE PLAN FOR  
THE TOWN OF NOLENSVILLE, TENNESSEE**

**WHEREAS**, the Town of Nolensville desires to develop and implement a Comprehensive Plan to achieve the Town's goals and better serve citizens and visitors; and

**WHEREAS**, the Comprehensive Plan will combine elements of the Major Thoroughfare Plan, Land Use Plan, and Master Trails Plan into one summary document; and

**WHEREAS**, included in the Comprehensive Plan will be an assessment of potential improvement projects, recommended prioritization of the projects, and opinion of probable costs; and

**WHEREAS**, additionally included will be a schedule for plan implementation and suggestions for potential amendments to the Zoning Ordinance and/or Subdivision Regulations to achieve the goals of the Land Use Policy; and

**WHEREAS**, the estimated cost associated with development of a Comprehensive Plan was anticipated and included in the budget for the fiscal year July 1, 2016 – June 30, 2017; and

**WHEREAS**, the Town of Nolensville has assessed and interviewed various professional firms and determined that Volkert, Incorporated is best able and qualified to perform the duties as described in the attached agreement;

**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 authorized to enter into an agreement with Volkert, Incorporated to perform professional planning services with overall payment not to exceed \$32,500.00.

Section 2. The agreement is attached hereto and made part of this resolution.

**RESOLVED** this 1<sup>st</sup> day of September, 2016.

\_\_\_\_\_  
Jimmy Alexander, Mayor

\_\_\_\_\_  
Kali Mogul, Town Recorder

Passed: \_\_\_\_\_

## **OWNER/CONSULTANT AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Town of Nolensville, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

### **ARTICLE I – SCOPE OF SERVICES**

#### **SECTION I – GENERAL SERVICES**

The CONSULTANT shall perform certain professional and engineering services as requested by the OWNER as follows:

SEE ATTACHMENT A

#### **SECTION II – SPECIAL SERVICES**

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and Materials Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.
- C. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the OWNER.

- D. Observation of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

## **ARTICLE II – GENERAL PROVISIONS**

### **SECTION I – RESPONSIBILITIES OF THE OWNER**

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.
- B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

### **SECTION II - METHOD OF PAYMENT**

The CONSULTANT agrees to provide professional services for all services included in Article I – Scope of Services and the OWNER agrees to pay the CONSULTANT as compensation for its services as specified below, plus reimbursable expenses.

The CONSULTANT will perform the Scope of Services for a lump sum fee amount of \$32,500.

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be

due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined as follows:
  - Travel and subsistence cost, long distance telephone, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.
- E. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.**

### **SECTION III – MISCELLANEOUS**

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to

the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.

- C. Indemnification: To the fullest extent permitted by law, CONSULTANT shall indemnify OWNER and OWNER'S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional services hereunder.
- D. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I. Worker Compensation Employer Liability	State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial General Liability	\$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

- E. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT'S obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements, or stipulations of this

contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination and make settlement with CONSULTANT upon an equitable basis for services performed up to the time of termination.

F. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of one year from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

G. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.

3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

H. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry

Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.

- I. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.
- J. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- K. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to

the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

- L. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.
  
- M. Jurisdiction/Venue: This contract shall be governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST:

Town of Nolensville

\_\_\_\_\_

\_\_\_\_\_

Title

Title

Federal Employer  
ID # (Corporation): \_\_\_\_\_

\_\_\_\_\_

ATTEST:

Volkert, Inc.

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

# ATTACHMENT A

## Town of Nolensville Comprehensive Plan Scope of Services

Volkert will provide professional planning services to assist the Town of Nolensville in developing their Comprehensive Plan. The planning process will be coordinated by the Town's Project Manager (to be named by the Town Administrator). The study area for the project will be the Town of Nolensville.

### ***Support Services of the Town of Nolensville***

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The Town of Nolensville will provide administrative and technical support services to assist Volkert in performing this Scope of Services in a timely and cost-efficient manner. The support services to be provided by the Town will include the following types of general services and specific tasks for the planning process:

- ◆ Identify a single individual as the **Town's Project Manager**, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving both Town and Consultant personnel, resources and capabilities.
- ◆ Identify **key contacts** within Town government and at other agencies and organizations for data collection and coordination purposes, and assist in making requests, obtaining necessary data and maps, arranging meetings as needed, and generally involving and making these entities aware of the Comprehensive Plan process.
- ◆ Ensure that **key Town personnel and other officials** will participate as needed in the planning process and be available upon request, through arrangements made by the Town's Project Manager, to provide information, previous plans/studies and referrals and also offer opinions, insights and suggestions that are necessary for development of the plan. The Town will also be responsible for coordinating contacts with and encouraging the involvement of members of relevant Boards and Commissions during the plan development process.
- ◆ Provide and/or make available for the consultant team's use all **available data, inventories, maps, GIS, aerial photographs, previous reports/plans/studies, and other information** that is available in digital or printed format and is pertinent and necessary for development of the plan. Prompt compilation and delivery of such resource materials to the consultant team is an essential prerequisite for initiation of the planning process and timely progress on various initial study tasks.

## ***Project Management***

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### **Task Purpose**

The purpose of the Project Management task is to highlight administrative activities to be conducted by the consultant team that will ensure efficient and timely delivery of project results that are of practical use by the Town of Nolensville. Volkert will be responsible for project management objectives through the following activities.

### **Task Activities**

- ◆ **Project Kick-Off Meeting with Town Staff:** Following receipt of written Notice to Proceed from the Town, Volkert will meet with the Town's Project Manager and other appropriate officials and staff to review the overall scope of services and project schedule and discuss data/information needs and potential sources, related plans and studies, key project contacts for the Town and consultants, Town-Consultant coordination items, and other project logistics and issues. It is essential that the Town and its consultant have a common understanding of the anticipated process, including responsibilities, reporting requirements, important objectives and priorities, key milestones, and deliverables.
- ◆ **Detailed Project Schedule:** Based on initial Town-Consultant coordination and discussion at the Project Kick-Off Meeting, Volkert will prepare a Master Project Schedule. The Master Schedule will identify specific dates for submittal of interim and final deliverables, project meetings and citizen involvement opportunities, and other time-sensitive project activities. Adequate time for client review of draft deliverables will also be reflected in the schedule. Based on this scope of services, a Draft Comprehensive Plan would be prepared within six months from project initiation. The timing of final plan consideration and adoption, as well as interim steps in the planning process, will depend upon interactions with and the decision-making speed of the Town of Nolensville and is not under the complete control of the consultant.
- ◆ **Regular Communications:** Volkert's Project Manager will maintain frequent communication and coordination with the Town's Project Manager by phone and e-mail as appropriate.
- ◆ **Progress Reports:** Volkert will submit monthly progress reports to the Town's Project Manager as part of the monthly invoice. Monthly invoices will be e-mailed directly to the Town's Project Manager, with the associated progress report submitted by the Project Manager.

### **Task Deliverables**

- ◆ Master Project Schedule
- ◆ Detailed Data & Information Needs checklist
- ◆ Progress Reports (monthly)
- ◆ Any handouts or other meeting materials

## ***Task 1 – Existing Plan Assessment***

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### **Task Purpose**

The purpose of this task is to compile and analyze the existing Land Use Policy, Major Thoroughfare Plan, Bicycle/Pedestrian/Greenway Plan, and City Budget or CIP.

### **Task Activities**

- ◆ Volkert will compile and assess all existing plans that were previously completed by the Town to gain an understanding of how the plans were formulated and determine if and/or where updates are needed.
  - It is assumed that no updates will be required for the Major Thoroughfare Plan.
  - It is anticipated that there will be a minor update required for the Land Use Policy that will include an update to the Land Use Policy Map. It is assumed that the GIS data will be provided by the Town and that Volkert will make the changes to the existing GIS files in order to update the map.
  - It is assumed that the Bicycle/Pedestrian/Greenway Plan will require completion from its current status. For this task, it is assumed the draft map (including GIS data) and any other supporting documentation will be provided by Town.

**Task Deliverables**

- ◆ **Existing Plan Assessment** – this will not result in a written document or deliverable, but will be utilized in the development of the Comprehensive Plan.

***Task 2 – Land Use Policy Update***

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**Task Purpose**

The purpose of this task is to update the current Land Use Policy in coordination with the other plan elements to ensure the plans are coordinated.

**Task Activities**

- ◆ Review recent trends in development and demographics. This includes:
  - Assessment of recent residential, commercial, and industrial building and development activity to determine trends in the Nolensville area.
  - Review and assessment of recent changes in demographics utilizing readily available sources for population and/or employment data.
- ◆ Based on the review of recent trends in development and demographics, develop recommended changes to the Town’s Land Use Plan and Land Use Policy Map.

**Task Deliverables**

- ◆ **Land Use Policy Update** - Volkert will deliver the Land Use Policy element of the overall Comprehensive Plan, including an updated Land Use Policy Map. The Land Use Policy element of the Comprehensive Plan will include appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

### ***Task 3 – Bicycle/Pedestrian/Greenway Plan Development***

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#### **Task Purpose**

The purpose of this task is to complete the Bicycle/Pedestrian/Greenway Plan update in coordination with the other plan elements to ensure the plans are coordinated.

#### **Task Activities**

- ◆ Identify attractors and generators that have high potential for bicycle/pedestrian/greenway related trips.
- ◆ Analyze the attractors and generators to determine the most appropriate method for connecting them to one another.
- ◆ Develop a recommended projects list and accompanying map.
- ◆ Develop planning level opinions of probable cost for all projects.

#### **Task Deliverables**

- ◆ **Bicycle/Pedestrian/Greenway Plan** - Volkert will deliver the Bicycle/Pedestrian/Greenway element of the overall Comprehensive Plan. This element of the Comprehensive Plan will include appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

### ***Task 4 – Implementation Plan***

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#### **Task Purpose**

The purpose of this task is to develop an implementation plan for the overall Comprehensive Plan that will include a prioritization of capital projects for the next five (5) years. The projects will come from the Major Thoroughfare Plan, Bicycle/Pedestrian/Greenway Plan, and recommendations from Town Staff on future public building needs (anticipated needs for police station, administrative space, etc.). The implementation task will also include suggested Zoning and/or Subdivision Regulations modifications needed to achieve the goals of the Land Use Policy.

#### **Task Activities**

- ◆ Review all recommended projects from the Major Thoroughfare Plan, Bicycle/Pedestrian/Greenway Plan, and public building needs to determine a priority list of projects for the next five (5) years. This will be based on qualitative factors such as availability of right of way or land, status of any required studies or engineering, anticipated benefit of the project to the citizens of the Town, perceived ease of implementation, etc.
- ◆ Assess the City's anticipated funding for capital projects over the next five (5) years and compare with the anticipated costs of the priority list of projects
- ◆ Revise the initial priority list of projects to reflect the analysis of costs and qualitative factors.
- ◆ Develop a schedule for project implementation over the next five (5) years. This will include a high level basic schedule for conducting required studies or engineering, acquisition of land or right of way (if required), and recommended bid letting.
- ◆ Develop list of suggested Zoning Ordinance and Subdivision Regulations revisions needed to achieve the goals and objectives of the Plan Use Policy.

### **Task Deliverables**

- ◆ **Implementation Plan** - Volkert will deliver the Implementation Plan element of the overall Comprehensive Plan. This element of the Comprehensive Plan will include appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

### ***Task 5 – Comprehensive Plan***

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#### **Task Purpose**

The purpose of this task is to develop a Comprehensive Plan document. Throughout the development of the individual Plan elements, Volkert will coordinated all planning processes closely to ensure all Plan elements are complementary and consistent with one another. This will allow for the seamless production of the final Comprehensive Plan document.

#### **Task Activities**

- ◆ Develop a Comprehensive Plan document that includes summaries of the individual plan elements described in this scope of services. This will include highlights of the planning process, maps, and resulting key action items and proposed projects from the individual plans, as well as the recommended implementation plan.

#### **Task Deliverables**

**Comprehensive Plan** - Volkert will deliver the Comprehensive Plan document that will include appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

### ***Task 6 – Approval Task***

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#### **Task Purpose**

The purpose of this task is to assist with the Comprehensive Plan document review process to be conducted by the Town of Nolensville Planning Commission.

#### **Task Activities**

- ◆ Submit the Comprehensive Plan document for review by the Town of Nolensville Planning Commission.
- ◆ Attend one Town of Nolensville Planning Commission meeting to present the Comprehensive Plan results.
- ◆ Attend one Town of Nolensville Planning Commission meeting for review and consideration for approval.

#### **Task Deliverables**

**Comprehensive Plan** - Volkert will develop a brief (10 to 20 minutes) presentation for use at the Town of Nolensville Planning Commission meeting. At the conclusion of the process, Volkert will provide ten (10) hard copies of the Comprehensive Plan document.

ORDINANCE #16-08

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE, TENNESSEE TO REZONE A PORTION OF THE 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 a portion of 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:**

A portion of the property located at 7223 Nolensville Road shown thereon as 4.3 acres plus or minus, remaining, and described as a portion 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

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Kali Mogul, Town Recorder

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Jimmy Alexander, Mayor

Approved by:

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Town Attorney, Robert J. Notestine, III



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

**RESOLUTION #16-29**

**A RESOLUTION TO AMEND AN EXISTING CONTRACT WITH RAGAN-SMITH ASSOCIATES INCORPORATED AND AUTHORIZE THE USE OF FUNDS FOR ENGINEERING CONSULTANT WORK ON PHASES 1 AND 2 OF THE SUNSET ROAD IMPROVEMENT PROJECT**

**WHEREAS**, due to growth and infrastructure needs, the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee has determined that approximately 1.98 miles of Sunset Road must be improved to accommodate the increased travel on the road; and

**WHEREAS**, on May 2, 2013, the Board of Mayor and Aldermen unanimously passed Resolution #13-09 authorizing the Mayor to enter into an agreement with Ragan-Smith Associates incorporated for the engineering and surveying portion of the improvements; and

**WHEREAS**, since the contract with Ragan-Smith was executed in 2013, costs for completing the original scope of work have been updated, and certain work outside the original scope has been completed in order to assist the Town; and

**WHEREAS**, the attached addendum is proposed by Ragan-Smith for services and associated fees, utilizing the funds previously approved for design of Section three (3) in order to complete construction documents for Sections one (1) and two (2) for an amount not to exceed \$117,600.00;

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN** of the Town of Nolensville, Tennessee as follows:

Section 1. The Mayor is authorized to enter into the agreement with Ragan-Smith Associates per addendum 1, and to utilize funds from Section three (3) of the Sunset Road improvement project.

Section 2. The addendum to the original contract is attached to and made part of this resolution.

**RESOLVED** this 1<sup>st</sup> day of September, 2016.

\_\_\_\_\_  
Jimmy Alexander, Mayor

\_\_\_\_\_  
Kali Mogul, Town Recorder

Passed: \_\_\_\_\_

July 20, 2016

**VIA EMAIL:** [dswartz@nolensvilletn.gov](mailto:dswartz@nolensvilletn.gov)

Mr. Don Swartz, P.E.  
Town Engineer  
Town of Nolensville  
7218 Nolensville Road  
Nolensville, Tennessee 37135

**RE: ADDENDUM 1 - SUNSET ROAD IMPROVEMENTS  
FROM WALLER ROAD TO NOLENSVILLE ROAD  
NOLENSVILLE, TENNESSEE**

Dear Don:

Per our conversation, I have enclosed herein an addendum for the Sunset Road project prior to final development of construction plans for Sections 1 and 2.

Per our original proposal, we have updated the items that were shown as budgets, including the Mill Creek crossing hydraulics and hydrology study which will be necessary, the bridge structural design completion, and geotechnical engineering to support both the bridge and roadway improvements along Sections 1 and 2. In addition to these items, we have included within our addendum specific items for which we have completed work outside the scope to assist the Town with alternative reviews, cost estimates, right-of-way research alternative studies, and utility coordination. These items have been undertaken over the last 18 months and reduced our ability to complete construction plans with the dollars remaining in the original proposal.

At the time of the original proposal, the project was not yet fully scoped in terms of the design concept, typical section, and details associated with right-of-way, drainage, or overall project limits. Ragan-Smith proposed an initial study phase which clarified these elements and further prepared preliminary plans to identify design details and impacts. Following the preliminary phase, Ragan-Smith developed right-of-way plans which further detailed the design and impact of the project.

Since completion of the right-of-way plans in early 2015, Ragan-Smith has awaited further direction and consideration by the Town of Nolensville leadership as well as provided additional assistance on specific tasks and items that have become added items within the scope as addressed herein. We have enumerated these items (Items A-K) along with our estimate of fees on the attached addendum breakdown. Some of these items have been completed or partially completed, and some items are yet to be completed.

We have also shown additional services for both the hydraulic study of Mill Creek, No Rise submittal, permitting and structural design, along with geotechnical investigation of the entire project including the bridge structures, roadway and pavement.

As shown in the breakdown on the following page, the total amount requested for Addendum 1 is \$125,225, which includes \$45,825 in sub-consultant fees for bridge structural design and geotechnical services.

**Sunset Road Widening Sections 1 and 2**

IV ADDENDUM I	Total	RS	Benesch	K-H	TTL
A Mill Creek Hydraulics & Hydrology, No-Rise	\$ 9,000		\$ 9,000		
B Bridge Structural Design	\$ 21,325		\$ 21,325		
C Geotechnical Investigation, Pavement Coring	\$ 15,500				\$ 15,500
D Utility Coordination	\$ 8,500	\$ 8,500			
E Public Meeting to Support ROW Acquisition	\$ 7,500	\$ 7,500			
F Meetings, Presentations with City, Staff, BOMA, ROW Acquisition Assistance	\$ 7,500	\$ 7,500			
G Benington & Winterset Subdivision ROW Research, Staking	\$ 11,200	\$ 11,200			
H Alternatives Study, Phasing Options, Cost Estimates Ph 1a,1b,3	\$ 14,200	\$ 14,200			
I Additional Survey Church Property and New Subdivision	\$ 7,500	\$ 7,500			
J Stream Determination, Stream Relocation, Permitting & Mitigation	\$ 14,500	\$ 14,500			
K Added Right Turn Lane	\$ 8,500	\$ 8,500			
<b>Total</b>	<b>\$ 125,225</b>	<b>\$ 79,400</b>	<b>\$ 30,325</b>		<b>\$ 15,500</b>

CONTRACT RECAP	CONTRACT FEES				
	Total Amnt	RS	Benesch	K-H	TTL
I Preliminary Study & Preliminary Plans (30%)	\$ 83,400	\$ 78,400	\$ 2,000	\$ 3,000	\$ -
II Section 1 Design	\$ 58,600	\$ 51,100	\$ -	\$ -	\$ 7,500
III Section 2 Design	\$ 83,100	\$ 52,100	\$ 19,000	\$ -	\$ 12,000
<b>Total Original Proposal</b>	<b>\$ 225,100</b>	<b>\$ 181,600</b>	<b>\$ 21,000</b>	<b>\$ 3,000</b>	<b>\$ 19,500</b>
<b>Invoiced PTD</b>	<b>\$ (184,392)</b>	<b>\$ (168,067)</b>	<b>\$ (13,325)</b>	<b>\$ (3,000)</b>	<b>\$ -</b>
<b>Amount Remaining</b>	<b>\$ 40,708</b>	<b>\$ 13,533</b>	<b>\$ 7,675</b>	<b>\$ -</b>	<b>\$ 19,500</b>
<b>Amount Requested</b>	<b>\$ 125,225</b>	<b>\$ 79,400</b>	<b>\$ 30,325</b>	<b>\$ -</b>	<b>\$ 15,500</b>
<b>Balance Fwd</b>	<b>\$ 165,933</b>	<b>\$ 92,933</b>	<b>\$ 38,000</b>	<b>\$ -</b>	<b>\$ 35,000</b>



**SCHEDULE**

Ragan-Smith and our sub-consultants are ready to initiate field work on the following items immediately:

- Stream Determination for Stream Relocation
- Geotechnical Investigation
- Hydraulic and Hydrologic Study for Mill Creek
- Staking Survey for Benington and Winterset Woods Right-of-Way

Other items shown in the scope, including construction plans preparation, will be completed after the geotechnical investigation and structural capacity of the existing pavement structure have been verified and the pavement design is complete.

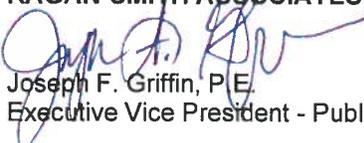
**AUTHORIZATION AND ACCEPTANCE**

The current contract includes Design Services and Associated Fees for Section 3 (Waller Road to Benington Place) in the amount of \$117,600. This is approximately the amount requested in this addendum (\$125,225). Since Section 3 is not now currently programmed or anticipated, Ragan-Smith and team, with authorization from the Town, can utilize the Funds shown for Section 3 (\$117,600) and bill items in the Addendum request on an hourly basis not to exceed \$117,600. This may alleviate the need to request new funding since funds for Section 3 are not now anticipated to be utilized. If this is acceptable, please acknowledge by signing and returning the appropriate authorization below.

We appreciate the opportunity to provide this proposal for continuing services to the Town of Nolensville. If you have any questions, we would be glad to discuss with you at your convenience. If you agree to the terms outlined herein, please sign and return a copy which will serve as authorization to proceed.

Sincerely,

**RAGAN-SMITH ASSOCIATES, INC.**

  
Joseph F. Griffin, P.E.  
Executive Vice President - Public Sector

  
Scott M. Niesen, P.E.  
Vice President

JFG:djb

Enclosure

**CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED PER ADDENDUM 1:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CLIENT ACCEPTANCE and AUTHORIZATION TO PROCEED UTILIZING SECTION 3 FUNDS:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**RAGAN-SMITH ASSOCIATES, INC.**

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**SCHEDULE OF SERVICES AND EXPENSES**

**CONTRACT TERMS AND CONDITIONS**

**Professional Services**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal / Company Officer	\$180.00
Senior Project Manager	160.00
Project Manager	140.00
Professional Engineer	120.00
• Civil Engineer	
• Traffic Engineer	
• Hydrology/Hydraulics Engineer	
• Environmental Engineer	
• Construction Engineer	
Planner	\$110.00
Registered Landscape Architect	110.00
Registered Land Surveyor	110.00

**Technical Services**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Senior Designer	\$100.00
Designer	85.00
Senior Technician	90.00
Technician	80.00
Administrative Assistant	75.00

**Construction Services**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Construction Manager	\$140.00
Senior Inspector	95.00
Inspector	75.00

**Field Survey Services**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Two Man Survey Crew	\$130.00
Three Man Survey Crew	175.00

**Expenses**

Expenses (not limited) are not included in the service fees of this agreement unless specifically stated.

Travel:	Cost
Travel and subsistence expenses (Lodging, meals, mileage, etc.)	
Subcontracts:	Cost
Sundries / Review/Submittal Fees:	Cost
Printing/reproductions:	Commercial Rates

Review/submittal fees over \$200 are to be paid by the client directly to the jurisdictional agency.

**PARTIES, SERVICES, ASSIGNMENT AND ENTIRE AGREEMENT** – Ragan-Smith Associates, Inc., as an independent consultant, agrees to provide consulting services to the Client for the Client's sole benefit and exclusive use. No third party beneficiaries are intended by this agreement. The ordering of services from Ragan-Smith constitutes acceptance of the terms and conditions set out in this Agreement. This Agreement may not be assigned by either party without prior written permission of the other party. This Agreement constitutes the entire understanding of Ragan-Smith and the Client and there are no other warranties or representation made other than as set forth herein and specifically within the Agreement.

**STANDARD OF CARE** – Ragan-Smith agrees to perform consulting services in accordance with the degree of care and skill ordinarily exercised by other reputable members of our profession under similar circumstances. No warranty expressed or implied is made or intended by this Agreement relating to the services provided by Ragan-Smith.

**CONCEALED OR UNKNOWN CONDITIONS** – If conditions are encountered at the site that are concealed or unknown, then Ragan-Smith will be entitled to an equitable adjustment in the contract sum or contract time or both.

**OPINIONS OF COST** – When requested by the Client, Ragan-Smith will use its best efforts, experience and judgment to offer an opinion of estimated construction costs. Such opinions are based on available historical data and are intended to provide an estimate of cost. No warranty of the actual construction cost is expressed or implied.

**SITE ACCESS** – Client will grant or obtain free access to the site for all equipment and personnel necessary for Ragan-Smith to perform the services set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Ragan-Smith free access to the site.

**JOB SITE SAFETY** - Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the services, and with compliance with all OSHA regulations. Neither the professional activities of Ragan-Smith nor the presence of Ragan-Smith or its employees and sub-consultants on the job site shall relieve the General Contractor of its responsibilities.

**INSURANCE** – Ragan-Smith maintains insurance coverage including Workers' Compensation Insurance, Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omission Insurance. Certificates of Insurance will be furnished upon request.

**LIMITATION OF LIABILITY** – In recognition of the relative risks and benefits of the project to both the Client and Ragan-Smith, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the total aggregate liability of Ragan-Smith and its sub-consultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, to \$50,000 or Ragan-Smith's total fee for services rendered on the project, whichever is greater. Such claims and causes include, but are not limited to, claims for negligence, professional errors or omissions, negligent misrepresentation, strict liability, breach of contract, breach of warranty.

**WAIVER OF CONSEQUENTIAL DAMAGE** – Ragan-Smith and Client waive their right to recover consequential damages against each other, and Ragan-Smith and Client do hereby release each other from consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including damages resulting from the termination of this Agreement.

**PAYMENT TERMS** – Client will be invoiced once each month for services performed during the preceding period. If payment is not received within thirty (30) days of the invoice date, the Client agrees to pay a service charge on the past due amount of one and one half percent (1 ½%) per month compounded monthly. The Client additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

**LIEN RIGHTS** – The parties agree that the design services provided by Ragan-Smith under this Contract will improve the value of the real property, regardless of whether any physical improvements are made to the property in furtherance of Ragan-Smith's services, and the parties agree that Ragan-Smith will have lien rights in and to the property to the extent of the services provided by Ragan-Smith under this agreement regardless of whether any improvements are made to the property.

**DISPUTE RESOLUTION/MEDIATION** – In an effort to resolve any disputes that arise during or subsequent to the performance of services outlined in this Agreement, the Client and Ragan-Smith agree to submit all such disputes to mediation prior to the commencement of litigation.

**TERMINATION** – The Agreement may be only terminated for cause upon seven (7) days of written notice. In the event of termination, Ragan-Smith will be entitled to compensation for all services provided and expenses incurred up to and including the termination date.