

**AGENDA**  
**TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN**  
**THURSDAY, JULY 10<sup>th</sup>, 2014, 7:00 P.M.**

1. Call to Order
2. Prayer and Pledge
3. Nomination and Approval Alderman Vacancy
4. Citizens Input/General Comments
5. Approval of Minutes for Regular Meeting June 5<sup>th</sup>, 2014
6. Treasurer's Report – May 2014
7. Committee Reports
  - a. Planning Commission
  - b. Engineering Department
  - c. Fire Department
  - d. Police Department Report
  - e. Public Works
  - f. Historic Commission
  - g. Town Events Committee
  - h. Trees and Trails Committee
8. Public hearing of Ordinance 14-12, an ordinance to approve a Concept Plan for a Planned Unit Development Overlay known as Rocky Fork Road Residential Planned Unit Development Overlay – Mayor Alexander
9. Public hearing for the Plan of Service Annexation of Property Map 59 Parcel 200 (portion) located on Clovercroft Road and Sam Donald Road – Mayor Alexander
10. Public hearing for the Plan of Service Annexation of Property Map 59 Parcel 12, located on Clovercroft Road – Mayor Alexander
11. Second reading of Ordinance 14-09, an ordinance to amend the Zoning Map to rezone property at 7153 Nolensville Road currently Estate Residential (ER) to Commercial Services (CS) with Commercial Corridor Overlay (CCO) – Mayor Alexander
12. First reading of Ordinance 14-13, an ordinance to rescind Ordinance 14-07 as it pertains to annexing certain property located on Clovercroft Road – Mayor Alexander
13. Reading of Resolution 14-18, a resolution to convey and dedicate certain property to the Town of Nolensville from CK Development – Mayor Alexander
14. Reading of Resolution 14-19, a resolution approving a position profile for Town Administrator– Mayor Alexander
15. Reading of Resolution 14-20, a resolution entering into an interlocal agreement with Williamson County for GIS services – Mayor Alexander
16. Other
17. Adjourn

Town of Nolensville  
Board of Mayor and Aldermen Meeting  
Date: June 5, 2014, Time 7:00 p.m.  
Nolensville Town Hall, 7218 Nolensville Road

Mayor Jimmy Alexander opened the meeting at 7:02 p.m. Members present were Mayor Alexander, Aldermen Larry Felts, Jason Patrick and Brian Snyder. Staff present: Counsel Robert Notestine, Engineer Don Swartz, Planner Henry Laird, and Public Works Director Bryan Howell. Recorder Cindy Lancaster was absent. There were [REDACTED] citizens present.

Mr. Bob Hayes led the prayer and pledge.

Mayor Alexander ask the Board to suspend the rules to read a letter. With no objections, Mayor Alexander read a letter of resignation submitted by Alderman Beth Lothers.

Citizens Input:

Mr. Aubrey Short, 803 Rockwood Drive, noted that Clovercroft, York, Williams, Sunset and various other roads are in need of repair. He ask the Board that the roads be addressed.

Mr. Gary Clark, 9694 Clovercroft Road, wrote a letter to the Board this week pertaining to traffic signal needs. He ask that annexation be postponed until roads and signals are addressed.

Mr. Daniel Haire, 301 Honey Court, thanked the board for working with the Farmers Market.

Mr. A.B. Hicklen, 2410 Rocky Fork Road, has concerns of the proposed development on Rocky Fork Road disturbing his property. .

Ms. Jackie Hicklen, 2408 Rocky Fork Road, has three concerns for the Rocky Fork Road development. The safety, density and road traffic in general.

Alderman Snyder made a motion to approve the minutes from the regular monthly board meeting on May 1, 2014, Alderman Felts seconded. Alderman Patrick made a motion to amend the minutes to reflect the following: Citizens Comment section should reflect Daniel Haire, versus Dave, in Committee Reports, Planning Commission report first sentence should be Concept versus Concep, Public Works report first sentence should be Road versus Row, Historic Commission report first sentence should be Chatman versus Chapman, Page 3 third paragraph from the bottom should reflect a space between Clovercroft and Road. Alderman Sndyer seconded these amendments and the minutes were approved unanimously as amended.

Mayor Alexander made a motion to approve April 2014 Treasurers Report, Alderman Snyder seconded, the report was approved unanimously.

COMMITTEE REPORTS:

Town Planner Laird reported for the Planning Commission in Chair Douglas Radley's absence

- Bent Creek Final Plat Phase 6, Section 2C was approved
- Brittain Plaza, Phase 3, Commercial Site Plan was approved with conditions
- Bent Creek Final Plat Phase 10, Section 2 was approved
- Burkitt South Final PUD Plan Preliminary Plat was approved

- Recommendation for approval of the revised Rocky Fork PUD Concept Plan with conditions to implement the traffic study recommendations and storm water comments
- Whittemore PUD Concept Plan on Rocky Fork Road was deferred
- Sketch Plan was reviewed for Thomas-Ferguson-Maxwell Subdivision

Town Engineer Don Swartz reported for the Engineering Department

- Rogers Group Base study is complete with striping being initiated on Clovercroft and Sam Donald Roads
- Environmental study has been completed for the State Grant
- Sunset Road preliminary plan has been completed which is 30% of the project

Chief Chris Bastin reported for the Nolensville Volunteer Fire Department

- A presentation was given in detail on calls in the Town

Chief Troy Huffines reported for the Police Department

- PowerPoint presentation was given on monthly statistics
- Uniforms are being addressed for Officers
- Met with Fourth of July Committee
- A vacancy is open for an officer position

In Public Works Director Bryan Howell's absence Bob Hayes reported for the Public Works Department

- Due to older equipment, maintenance was performed

Co-Chair Suzanne Honeycutt reported for the Town Events Committee

- The Fourth of July event preparation continues to move forward
- A rain date has been set for July 5<sup>th</sup> for the fireworks display

Ms. Joyce Powers reported for the Trees and Trails Committee

- An Active Transportation Program Grant was submitted on May 30<sup>th</sup>
- Attended trail walk in the Sugar Valley area near Lennox Village
- Metro parks are reviewing possible trailhead parking at the Church near Publix's

Public hearing opened at 7:46 for Ordinance #14-09, an ordinance to amend the Zoning Map to rezone property at 7153 Nolensville Road currently Estate Residential (ER) to Commercial Services (CS) with Commercial Corridor Overlay (CCO), with there being no comment the public hearing closed at 7:47.

Public hearing of Ordinance 14-10, an ordinance to annex certain territory southwest of the current corporate boundaries to include the parcels map 59, parcel 12, pending the results of an annexation referendum was deferred.

Public hearing of Ordinance 14-11, an ordinance to amend Zoning Ordinance 04-09, to permit and regulate Farmers Markets began at 7:50. With no comment the hearing closed at 7:50.

Mayor Alexander made a motion to approve second reading of Ordinance 14-06, an ordinance adopting a budget for fiscal year July 1, 2014 – June 30, 2015, Alderman Patrick seconded. Mayor Alexander made a motion to amend by increasing the Facilities Tax Fund expense for the new Public Works building by \$20,000, Alderman Felts seconded. The vote was taken on the amendment and passed unanimously. The vote was then taken on final reading of Ordinance 14-06 as amended and passed unanimously.

Mayor Alexander made a motion to approve second reading of Ordinance 14-11, an ordinance to amend the Zoning Ordinance 04-09, to permit and regulate Farmers Markets, Alderman Patrick seconded.

Mayor Alexander made a motion to amend the ordinance to include wording that was distributed and states, “to allow other public and semi-public sites such as churches and schools and permit food vendor and cottage crafts sales” Alderman Felts seconded. The amendment was approved unanimously. The vote was taken on second reading of Ordinance 14-11, as amended and passed unanimously.

Mayor Alexander made a motion to approve first reading of Ordinance 14-12, an ordinance to approve a Concept Plan for a Planned Unit Development Overlay known as Rocky Fork Road Residential Planned Unit Development Overlay, Alderman Patrick seconded. After a presentation by the Developer CK Development the vote was taken and passed unanimously.

Mayor Alexander made a motion to approve reading of Resolution 14-16, resolution to perform a Special Census for the Town of Nolensville, Alderman Felts seconded. This resolution passed unanimously.

Mayor Alexander made a motion to approve reading of Resolution 14-17, a resolution to enter into an agreement for GPS service with WiarCom, Alderman Snyder seconded. The resolution passed unanimously.

Other:

Mayor Alexander advised the Board that he and Alderman Felts would be attending a conference in Chattanooga on June 21 through 23.

Mayor Alexander noted there was a new picture in the lobby of Town Hall.

The meeting was adjourned at 8:25 p.m.

Respectfully submitted,

Cindy Lancaster  
Town Recorder

Approved,

Jimmy Alexander  
Mayor

**Town of Nolensville  
Cash on Hand Report  
As of May 31, 2014**

<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%	\$151,238.32	
Legal Fund	Peoples State Bank of Commerce	0.81%	\$3,286.07	
Growth Fund	Peoples State Bank of Commerce	0.81%	\$86,474.85	
Local Investment	State of Tennessee	0.09%	\$3,760.74	
Checking	Peoples State Bank of Commerce	0.81%	\$20,147.41	
Savings	Peoples State Bank of Commerce	0.81%	\$1,792,602.00	
			<b>General Fund Total</b>	\$2,057,509.39
<b>Facilities Tax:</b>				
Checking	Peoples State Bank of Commerce	0.00%	\$3,485.07	
Money Market	Peoples State Bank of Commerce	0.85%	\$2,329,682.71	
Capital Funds	Peoples State Bank of Commerce	0.81%	\$36,714.31	
			<b>Facilities Tax Total</b>	\$2,369,882.09
<b>Impact Fee:</b>				
Impact Checking	Peoples State Bank of Commerce	0.00%	\$231.48	
Impact Base	Peoples State Bank of Commerce	0.81%	\$2,153,196.68	
Impact 25%	Peoples State Bank of Commerce	0.81%	\$204,921.98	
			<b>Drug Fund:</b>	
Drug Fund	Peoples State Bank of Commerce	1.25%	\$10,034.48	
			<b>Drug Fund Total</b>	\$10,034.48
<b>State Street Aid:</b>				
Local Investment	State of Tennessee	0.09%	\$5,583.76	
Checking	Peoples State Bank of Commerce	0.00%	\$1,728.33	
Savings	Peoples State Bank of Commerce	0.81%	\$184,567.38	
			<b>State Street Aid Total:</b>	\$191,879.47
<b>County School:</b>				
County 30%-Checking	Peoples State Bank of Commerce	0.00%	\$370.00	
County 30%-Save	Peoples State Bank of Commerce	0.81%	\$250,667.80	
			<b>County School Fund Total</b>	\$251,037.80
<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%	\$294,610.69	
			<b>Debt Service Fund Total</b>	\$294,610.69
			<b>Total Cash On Hand</b>	<b>\$5,174,953.92</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
110-410-41000	0.00	\$ 2,387.80	\$ 286,325.00	\$ 349,847.38	(22.19%)
110-410-41140	0.00	0.00	1,200.00	1,555.99	(29.67%)
110-410-42300	0.00	63.34	175.00	332.01	(89.72%)
110-410-42500	0.00	30,309.93	290,000.00	284,435.09	1.92%
110-410-42540	0.00	5,770.30	52,000.00	48,922.24	5.92%
110-410-42550	0.00	5,354.97	15,000.00	33,081.09	(120.54%)
110-410-42670	0.00	5,132.24	46,000.00	53,908.47	(17.19%)
110-410-42680	0.00	20,695.22	84,000.00	84,976.17	(1.16%)
110-410-42910	0.00	0.00	2,100.00	2,350.00	(11.90%)
110-410-42920	0.00	0.00	6,520.00	6,520.00	0.00%
110-410-44310	0.00	36,910.51	400,000.00	383,119.24	4.22%
110-410-44320	0.00	0.00	43,589.00	43,588.80	0.00%
110-410-44330	0.00	0.00	2,900.00	1,472.77	49.21%
110-410-44340	0.00	695.00	6,800.00	6,961.78	(2.38%)
110-410-44370	0.00	999.76	12,000.00	10,998.76	8.34%
110-410-44500	0.00	55.12	65,000.00	49,173.42	24.35%
110-410-44610	0.00	31.20	20.00	85.35	(326.75%)
110-410-45505	0.00	0.00	8.00	8.00	0.00%
110-410-45600	0.00	1,319.17	14,000.00	14,064.92	(0.46%)
110-410-45650	0.00	0.00	3,221.00	3,220.50	0.02%
110-410-45670	0.00	0.00	2,981.00	5,282.98	(77.22%)
110-410-45675	0.00	4,400.00	18,000.00	20,619.00	(14.55%)
110-410-45695	0.00	0.00	600.00	0.00	100.00%
110-410-45697	0.00	3,920.00	8,000.00	7,580.00	5.25%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>118,044.56</b>	<b>1,360,439.00</b>	<b>1,412,103.96</b>	<b>(3.80%)</b>
<b>ENGINEERING Revenues</b>					
110-420-43010	0.00	45,910.25	290,000.00	377,324.01	(30.11%)
110-420-43011	0.00	675.62	7,000.00	5,812.50	16.96%
110-420-43012	0.00	400.00	3,750.00	4,300.00	(14.67%)
110-420-43015	0.00	0.00	314.00	610.00	(94.27%)
110-420-43030	0.00	3,016.00	15,470.00	21,672.00	(40.09%)
110-420-43035	0.00	2,600.00	16,600.00	19,900.00	(19.88%)
110-420-43040	0.00	(300.00)	25,500.00	27,950.00	(9.61%)
110-420-43050	0.00	1,000.00	6,000.00	7,000.00	(16.67%)
110-420-43060	0.00	1,599.00	13,500.00	16,639.40	(23.25%)
110-420-43080	0.00	850.00	4,000.00	5,130.00	(28.25%)
110-420-43090	0.00	650.00	50.00	1,350.00	(2600.00%)
110-420-43095	0.00	150.00	8,476.00	17,935.60	(111.60%)
110-420-43100	0.00	2,500.00	2,000.00	4,165.00	(108.25%)
110-420-43120	0.00	50.00	580.00	655.00	(12.93%)
110-420-43130	0.00	0.00	75.00	100.00	(33.33%)
110-420-44513	0.00	2,373.22	11,628.00	16,051.28	(38.04%)
110-420-45645	0.00	96.00	481.00	594.00	(23.49%)
<b>Total ENGINEERING Revenues</b>	<b>0.00</b>	<b>61,570.09</b>	<b>405,424.00</b>	<b>527,188.79</b>	<b>(30.03%)</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>POLICE Revenues</b>					
110-430-45680 POLICE GRANTS & DONATIONS	0.00	0.00	14,378.00	5,177.71	63.99%
110-430-46000 OFFICER COURT FEE	0.00	131.10	3,000.00	3,720.43	(24.01%)
110-430-47000 COURT COSTS	0.00	11,153.23	110,000.00	117,965.06	(7.24%)
<b>Total POLICE Revenues</b>	<b>0.00</b>	<b>11,284.33</b>	<b>127,378.00</b>	<b>126,863.20</b>	<b>0.40%</b>
<b>Total GENERAL FUND Revenues</b>	<b>0.00 \$</b>	<b>190,898.98 \$</b>	<b>1,893,241.00 \$\$</b>	<b>2,066,155.95</b>	<b>(9.13%)</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
110-410-51100 SALARIES	0.00 \$	12,396.37 \$	155,792.00 \$\$	142,887.25	8.28%
110-410-51130 OVERTIME SALARIES	0.00	0.00	1,937.00	391.74	79.78%
110-410-51400 EMPLOYER CONTRIBUTIONS	0.00	948.30	12,066.29	9,434.52	21.81%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	0.00	2,063.28	24,775.00	22,410.87	9.54%
110-410-51430 EMPLOYEE RETIREMENT PLAN	0.00	305.44	4,027.00	3,781.18	6.10%
110-410-51470 UNEMPLOYMENT INSURANCE	0.00	15.24	432.00	404.59	6.34%
110-410-52000 CONTRACTUAL SERVICES	0.00	148.75	4,785.00	4,636.25	3.11%
110-410-52110 POSTAGE BOX RENT ETC	0.00	0.00	1,200.00	1,060.25	11.65%
110-410-52310 PUBLICATION OF LEGAL NOTICES	0.00	58.90	2,000.00	1,301.40	34.93%
110-410-52350 MEMBERSHIPS REGISTRATION FEES	0.00	825.00	6,300.00	6,718.73	(6.65%)
110-410-52400 CELLULAR TELEPHONE	0.00	112.20	2,040.00	1,467.97	28.04%
110-410-52410 ELECTRIC	0.00	2,783.28	35,000.00	32,883.04	6.05%
110-410-52420 WATER	0.00	107.99	1,500.00	1,218.07	18.80%
110-410-52440 GAS	0.00	41.46	500.00	425.16	14.97%
110-410-52450 TELEPHONE AND OTHER	0.00	1,092.62	13,100.00	11,957.21	8.72%
110-410-52500 PROFESSIONAL SERVICES	0.00	2,200.00	68,175.00	66,042.54	3.13%
110-410-52600 REPAIR AND MAINTENANCE SERVICES	0.00	1,270.70	28,000.00	21,232.53	24.17%
110-410-52800 TRAVEL	0.00	736.47	5,200.00	4,930.63	5.18%
110-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00	136.61	4,000.00	3,511.82	12.20%
110-410-53200 JANITORIAL SUPPLIES	0.00	8.29	750.00	829.08	(10.54%)
110-410-55100 LIABILITY INSURANCE	0.00	0.00	7,958.00	7,957.55	0.01%
110-410-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	778.00	777.72	0.04%
110-410-55300 RENT	0.00	0.00	1,536.00	1,536.00	0.00%
110-410-55510 TRUSTEE FEES	0.00	49.02	7,500.00	7,030.60	6.26%
110-410-55900 50% STATE MIXED DRINK TAX	0.00	347.50	3,400.00	3,430.89	(0.91%)
110-410-57710 TREES N TRAILS	0.00	0.00	400.00	361.54	9.62%
110-410-57720 ECONOMIC DEVELOPMENT	0.00	0.00	8,000.00	128.00	98.40%
110-410-57730 HISTORIC AND BEAUTIFICIATION	0.00	0.00	3,765.00	1,264.03	66.43%
110-410-57740 TOURISM	0.00	0.00	990.00	990.00	0.00%
110-410-57760 TOWN EVENTS	0.00	10,000.00	21,800.00	18,767.60	13.91%
110-410-57880 OTHER BOMA/EMPLOYEE SERVICE	0.00	233.53	4,500.00	4,403.36	2.15%
110-410-59000 CAPITAL OUTLAY	0.00	900.00	900.00	900.00	0.00%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>0.00</b>	<b>36,780.95</b>	<b>433,106.29</b>	<b>385,072.12</b>	<b>11.09%</b>
<b>ENGINEERING Expenditures</b>					
110-420-51100 SALARIES	0.00	5,794.26	75,550.00	69,756.12	7.67%
110-420-51400 EMPLOYER CONTRIBUTIONS	0.00	443.26	5,780.00	5,336.33	7.68%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	0.00	727.76	8,298.00	7,670.29	7.56%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-420-51430 EMPLOYEE RETIREMENT PLAN	0.00	254.94	3,342.00	3,059.28	8.46%
110-420-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	108.00	108.01	(0.01%)
110-420-52110 POSTAGE BOX RENT ETC	0.00	0.00	40.00	23.00	42.50%
110-420-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	750.00	0.00	100.00%
110-420-52350 MEMBERSHIPS REGISTRATION FEES	0.00	409.96	540.00	409.96	24.08%
110-420-52540 ARCHITECTURAL AND ENGINEERING	0.00	2,054.00	8,000.00	8,678.54	(8.48%)
110-420-53100 OFFICE SUPPLIES AND MATERIALS	0.00	5.89	250.00	306.36	(22.54%)
110-420-55100 LIABILITY INSURANCE	0.00	0.00	2,705.00	2,704.55	0.02%
110-420-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	520.00	519.86	0.03%
110-420-57915 MS4	0.00	0.00	8,640.00	3,860.00	55.32%
<b>Total ENGINEERING Expenditures</b>	<b>0.00</b>	<b>9,690.07</b>	<b>114,523.00</b>	<b>102,432.30</b>	<b>10.56%</b>
<b>PLANNING Expenditures</b>					
110-425-51100 SALARIES	0.00	5,952.22	76,284.00	70,680.49	7.35%
110-425-51400 EMPLOYER CONTRIBUTIONS	0.00	455.35	5,836.00	5,407.09	7.35%
110-425-51420 HOSPITAL AND HEALTH INSURANCE	0.00	705.12	8,229.00	7,523.89	8.57%
110-425-51430 EMPLOYEE RETIREMENT PLAN	0.00	216.80	2,828.00	2,601.60	8.01%
110-425-51470 UNEMPLOYMENT INSURANCE	0.00	12.30	216.00	216.54	(0.25%)
110-425-52110 POSTAGE BOX RENT ETC	0.00	0.00	100.00	114.11	(14.11%)
110-425-52310 PUBLICATION OF LEGAL NOTICES	0.00	50.22	550.00	361.86	34.21%
110-425-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	1,500.00	810.00	46.00%
110-425-52540 ARCHITECTURAL AND ENGINEERING	0.00	0.00	33,000.00	0.00	100.00%
110-425-52570 PLANNING AND ZONING SERVICES	0.00	0.00	134.00	134.00	0.00%
110-425-52800 TRAVEL	0.00	0.00	1,200.00	821.40	31.55%
110-425-53100 OFFICE SUPPLIES AND MATERIALS	0.00	5.86	1,600.00	1,297.42	18.91%
110-425-55100 LIABILITY INSURANCE	0.00	0.00	2,705.00	2,704.55	0.02%
110-425-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	470.00	470.35	(0.07%)
110-425-57920 REIMBURSABLE ENGINEER SERVICE	0.00	96.00	481.00	594.00	(23.49%)
<b>Total PLANNING Expenditures</b>	<b>0.00</b>	<b>7,493.87</b>	<b>135,133.00</b>	<b>93,737.30</b>	<b>30.63%</b>
<b>CODES Expenditures</b>					
110-428-51100 SALARIES	0.00	4,238.89	29,234.00	28,513.22	2.47%
110-428-51130 OVERTIME SALARIES	0.00	0.00	10.00	5.69	43.10%
110-428-51400 EMPLOYER CONTRIBUTIONS	0.00	324.29	2,237.00	2,181.70	2.47%
110-428-51420 HOSPITAL AND HEALTH INSURANCE	0.00	707.76	8,258.00	7,550.29	8.57%
110-428-51430 EMPLOYEE RETIREMENT PLAN	0.00	100.54	1,462.00	1,158.95	20.73%
110-428-51470 UNEMPLOYMENT INSURANCE	0.00	23.44	108.00	131.44	(21.70%)
110-428-52110 POSTAGE BOX RENT ETC	0.00	0.00	50.00	65.10	(30.20%)
110-428-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	475.00	320.00	32.63%
110-428-52500 PROFESSIONAL SERVICES	0.00	0.00	29,889.00	25,580.88	14.41%
110-428-52540 ARCHITECTURAL AND ENGINEERING	0.00	0.00	3,600.00	3,000.00	16.67%
110-428-52800 TRAVEL	0.00	1,239.33	1,700.00	1,739.19	(2.31%)
110-428-53100 OFFICE SUPPLIES AND MATERIALS	0.00	32.21	800.00	776.82	2.90%
110-428-55100 LIABILITY INSURANCE	0.00	0.00	2,690.00	2,689.55	0.02%
110-428-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	103.00	102.60	0.39%
<b>Total CODES Expenditures</b>	<b>0.00</b>	<b>6,666.46</b>	<b>80,616.00</b>	<b>73,815.43</b>	<b>8.44%</b>
<b>POLICE Expenditures</b>					
110-430-51100 SALARIES	0.00	21,914.98	300,670.00	265,198.61	11.80%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-430-51130 OVERTIME SALARIES	0.00	197.71	8,618.97	497.90	94.22%
110-430-51360 POLICE CLOTHING/UNIFORMS	0.00	104.06	5,000.00	3,294.66	34.11%
110-430-51400 EMPLOYER CONTRIBUTIONS	0.00	1,691.61	23,661.00	20,325.73	14.10%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	0.00	5,662.33	66,726.00	58,965.99	11.63%
110-430-51430 EMPLOYEE RETIREMENT PLAN	0.00	853.04	11,678.00	9,979.94	14.54%
110-430-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	972.00	1,197.25	(23.17%)
110-430-52000 CONTRACTUAL SERVICES	0.00	0.00	8,000.00	8,000.00	0.00%
110-430-52110 POSTAGE BOX RENT ETC	0.00	0.00	75.00	41.14	45.15%
110-430-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	28.00	28.00	0.00%
110-430-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	350.00	490.00	(40.00%)
110-430-52355 TRAINING AND AMMUNITION	0.00	891.00	5,000.00	4,832.27	3.35%
110-430-52400 CELLULAR TELEPHONE	0.00	40.01	800.00	440.19	44.98%
110-430-52450 TELEPHONE AND OTHER	0.00	195.65	2,352.00	2,152.15	8.50%
110-430-52500 PROFESSIONAL SERVICES	0.00	0.00	1,270.00	845.00	33.46%
110-430-52600 REPAIR AND MAINTENANCE SERVICES	0.00	76.54	1,800.00	1,629.31	9.48%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	0.00	1,884.57	8,200.00	7,484.05	8.73%
110-430-53100 OFFICE SUPPLIES AND MATERIALS	0.00	258.16	3,000.00	2,952.16	1.59%
110-430-53290 OTHER OPERATING SUPPLIES	0.00	52.50	2,000.00	854.20	57.29%
110-430-53310 VEHICLE GAS	0.00	2,166.06	25,000.00	21,795.99	12.82%
110-430-55100 LIABILITY INSURANCE	0.00	0.00	12,716.00	12,715.53	0.00%
110-430-55150 WORKERS COMPENSATION INSURANCE	0.00	53.00	13,180.00	13,232.38	(0.40%)
110-430-59000 CAPITAL OUTLAY	0.00	575.00	31,500.00	24,882.57	21.01%
110-430-59450 COMMUNICATION EQUIPMENT	0.00	650.51	6,368.00	5,618.51	11.77%
<b>Total POLICE Expenditures</b>	<b>0.00</b>	<b>37,266.73</b>	<b>538,964.97</b>	<b>467,453.53</b>	<b>13.27%</b>
<b>FIRE Expenditures</b>					
110-440-52000 CONTRACTUAL SERVICES	0.00	10,833.34	130,000.00	119,166.74	8.33%
<b>Total FIRE Expenditures</b>	<b>0.00</b>	<b>10,833.34</b>	<b>130,000.00</b>	<b>119,166.74</b>	<b>8.33%</b>
<b>STREET Expenditures</b>					
110-450-51100 SALARIES	0.00	6,472.53	89,147.00	80,851.44	9.31%
110-450-51130 OVERTIME SALARIES	0.00	0.00	250.00	37.06	85.18%
110-450-51350 PUBLIC WORKS UNIFORMS	0.00	0.00	200.00	0.00	100.00%
110-450-51400 EMPLOYER CONTRIBUTIONS	0.00	495.13	6,820.00	6,187.83	9.27%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	0.00	712.05	10,317.00	9,605.22	6.90%
110-450-51430 EMPLOYEE RETIREMENT PLAN	0.00	165.72	2,459.00	2,066.31	15.97%
110-450-51470 UNEMPLOYMENT INSURANCE	0.00	21.25	432.00	355.00	17.82%
110-450-52310 PUBLICATION OF LEGAL NOTICES	0.00	172.00	0.00	172.00	0.00%
110-450-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	260.00	359.00	(38.08%)
110-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00	0.00	700.00	459.46	34.36%
110-450-52610 REPAIR AND MAINTENANCE MOTOR	0.00	0.00	1,000.00	571.17	42.88%
110-450-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	30.00	17.28	42.40%
110-450-53120 SMALL ITEMS OF EQUIPMENT	0.00	46.97	500.00	46.97	90.61%
110-450-53310 VEHICLE GAS	0.00	594.72	9,000.00	6,156.57	31.59%
110-450-55100 LIABILITY INSURANCE	0.00	0.00	4,359.00	4,358.57	0.01%
110-450-55150 WORKERS COMPENSATION INSURANCE	0.00	53.00	1,962.00	2,015.09	(2.71%)
110-450-59000 CAPITAL OUTLAY	0.00	0.00	24,000.00	8,135.00	66.10%
<b>Total STREET Expenditures</b>	<b>0.00</b>	<b>8,733.37</b>	<b>151,436.00</b>	<b>121,393.97</b>	<b>19.84%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total GENERAL FUND Expenditures	0.00 \$	117,464.79 \$	1,583,779.26 \$\$	1,363,071.39	13.94%
GENERAL FUND Excess of Revenues Over Expenditures \$	0.00	73,434.19 \$	309,461.74 \$	703,084.56 \$	(127.20%)

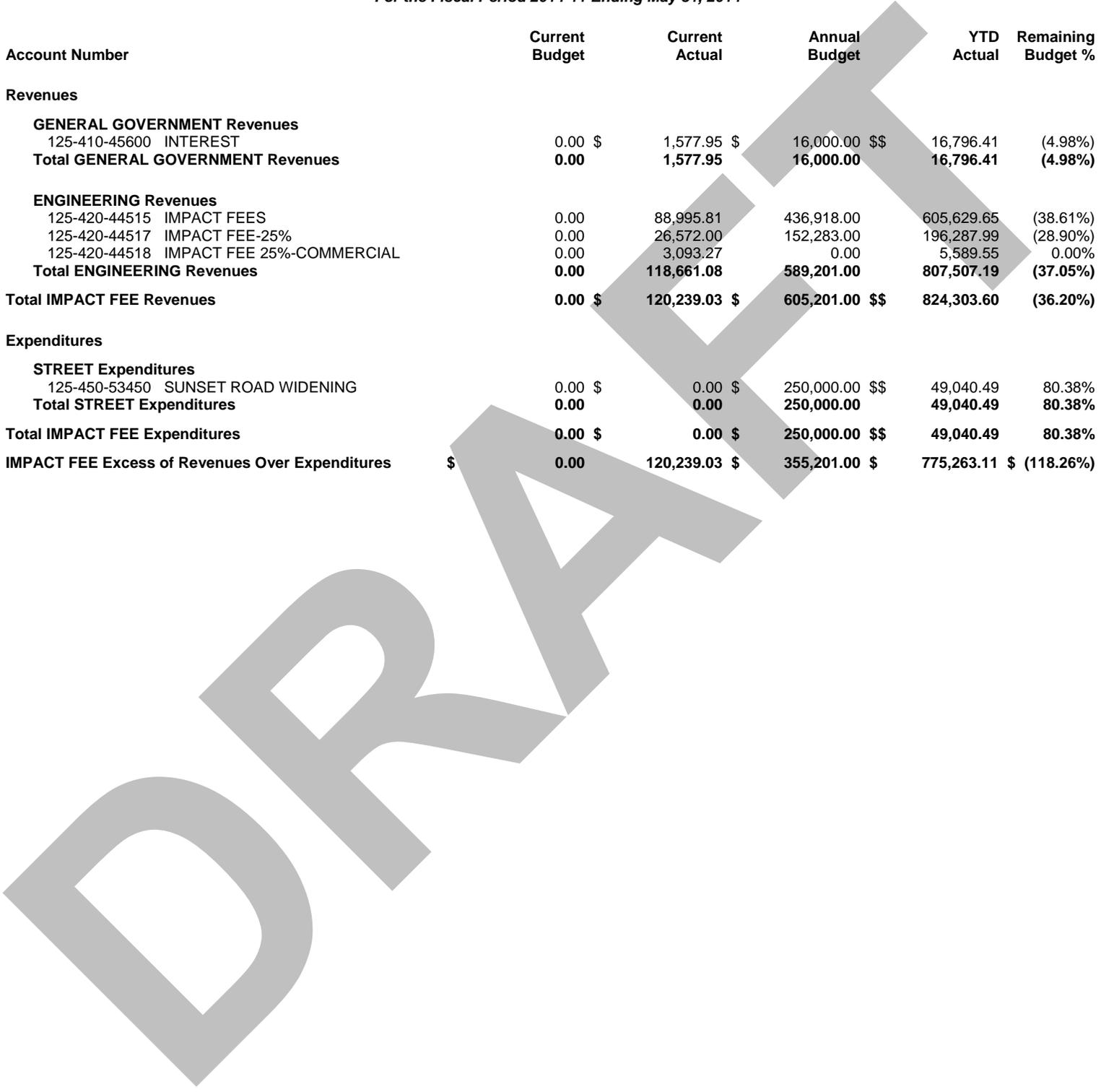
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**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For STATE STREET FUND (120)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

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	0.00 \$	2,386.66 \$	32,000.00 \$\$	28,204.07	11.86%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	0.00	8,428.04	105,422.00	94,913.88	9.97%
120-450-44400 STATE 1989 INCREASE	0.00	1,285.92	17,010.00	15,196.14	10.66%
120-450-45600 INTEREST	0.00	113.80	3,800.00	3,588.49	5.57%
<b>Total STREET Revenues</b>	<b>0.00</b>	<b>12,214.42</b>	<b>158,232.00</b>	<b>141,902.58</b>	<b>10.32%</b>
<b>Total STATE STREET FUND Revenues</b>	<b>0.00 \$</b>	<b>12,214.42 \$</b>	<b>158,232.00 \$\$</b>	<b>141,902.58</b>	<b>10.32%</b>
<b>Expenditures</b>					
<b>STREET Expenditures</b>					
120-450-52470 STREET LIGHTING (ELECTRIC AND	0.00 \$	345.40 \$	4,300.00 \$\$	3,871.82	9.96%
120-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00	0.00	0.00	3.74	0.00%
120-450-52620 REPAIR AND MAINTENANCE OTHER	0.00	223.28	3,000.00	1,611.59	46.28%
120-450-52680 REPAIR AND MAINTENANCE ROADS	0.00	0.00	540,000.00	414,680.12	23.21%
120-450-53420 SIGN PARTS AND SUPPLIES	0.00	32.48	1,000.00	356.84	64.32%
120-450-59320 DRAINAGE IMPROVEMENT	0.00	0.00	1,420.00	1,420.00	0.00%
<b>Total STREET Expenditures</b>	<b>0.00</b>	<b>601.16</b>	<b>549,720.00</b>	<b>421,944.11</b>	<b>23.24%</b>
<b>Total STATE STREET FUND Expenditures</b>	<b>0.00 \$</b>	<b>601.16 \$</b>	<b>549,720.00 \$\$</b>	<b>421,944.11</b>	<b>23.24%</b>
<b>STATE STREET FUND Excess of Revenues Over</b>	<b>\$ 0.00</b>	<b>11,613.26 \$</b>	<b>(391,488.00) \$</b>	<b>(280,041.53) \$</b>	<b>28.47%</b>

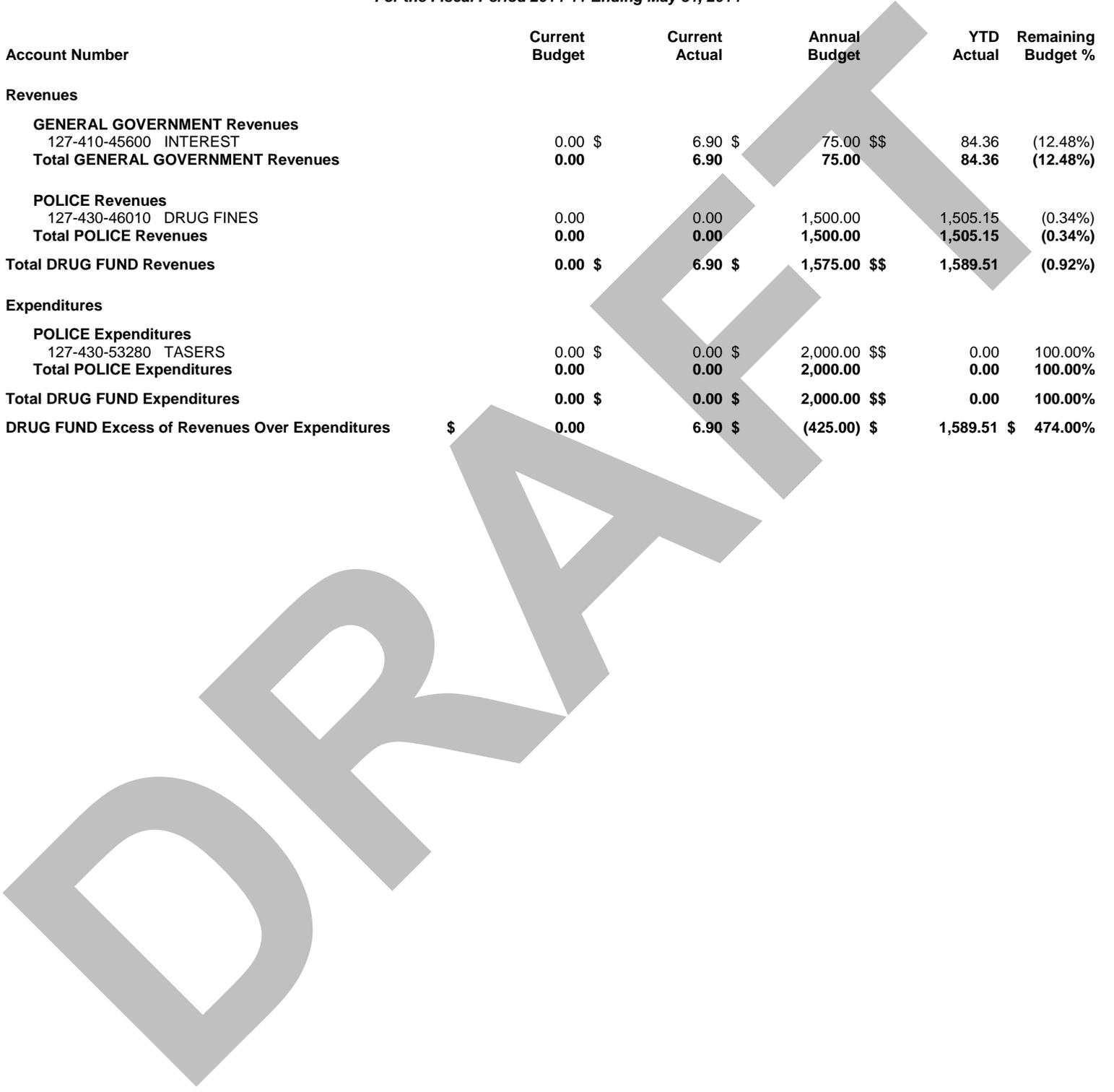
**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For IMPACT FEE (125)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
125-410-45600 INTEREST	0.00 \$	1,577.95 \$	16,000.00 \$\$	16,796.41	(4.98%)
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>1,577.95</b>	<b>16,000.00</b>	<b>16,796.41</b>	<b>(4.98%)</b>
<b>ENGINEERING Revenues</b>					
125-420-44515 IMPACT FEES	0.00	88,995.81	436,918.00	605,629.65	(38.61%)
125-420-44517 IMPACT FEE-25%	0.00	26,572.00	152,283.00	196,287.99	(28.90%)
125-420-44518 IMPACT FEE 25%-COMMERCIAL	0.00	3,093.27	0.00	5,589.55	0.00%
<b>Total ENGINEERING Revenues</b>	<b>0.00</b>	<b>118,661.08</b>	<b>589,201.00</b>	<b>807,507.19</b>	<b>(37.05%)</b>
<b>Total IMPACT FEE Revenues</b>	<b>0.00 \$</b>	<b>120,239.03 \$</b>	<b>605,201.00 \$\$</b>	<b>824,303.60</b>	<b>(36.20%)</b>
<b>Expenditures</b>					
<b>STREET Expenditures</b>					
125-450-53450 SUNSET ROAD WIDENING	0.00 \$	0.00 \$	250,000.00 \$\$	49,040.49	80.38%
<b>Total STREET Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>250,000.00</b>	<b>49,040.49</b>	<b>80.38%</b>
<b>Total IMPACT FEE Expenditures</b>	<b>0.00 \$</b>	<b>0.00 \$</b>	<b>250,000.00 \$\$</b>	<b>49,040.49</b>	<b>80.38%</b>
<b>IMPACT FEE Excess of Revenues Over Expenditures</b>	<b>\$ 0.00</b>	<b>120,239.03 \$</b>	<b>355,201.00 \$</b>	<b>775,263.11 \$</b>	<b>(118.26%)</b>



**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For DRUG FUND (127)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

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 \$	6.90 \$	75.00 \$\$	84.36	(12.48%)
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>6.90</b>	<b>75.00</b>	<b>84.36</b>	<b>(12.48%)</b>
<b>POLICE Revenues</b>					
127-430-46010 DRUG FINES	0.00	0.00	1,500.00	1,505.15	(0.34%)
<b>Total POLICE Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>1,500.00</b>	<b>1,505.15</b>	<b>(0.34%)</b>
<b>Total DRUG FUND Revenues</b>	<b>0.00 \$</b>	<b>6.90 \$</b>	<b>1,575.00 \$\$</b>	<b>1,589.51</b>	<b>(0.92%)</b>
<b>Expenditures</b>					
<b>POLICE Expenditures</b>					
127-430-53280 TASERS	0.00 \$	0.00 \$	2,000.00 \$\$	0.00	100.00%
<b>Total POLICE Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>Total DRUG FUND Expenditures</b>	<b>0.00 \$</b>	<b>0.00 \$</b>	<b>2,000.00 \$\$</b>	<b>0.00</b>	<b>100.00%</b>
<b>DRUG FUND Excess of Revenues Over Expenditures</b>	<b>\$ 0.00</b>	<b>6.90 \$</b>	<b>(425.00) \$</b>	<b>1,589.51 \$</b>	<b>474.00%</b>



**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For ADEQUATE FACILITIES TAX (130)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
130-410-45600 INTEREST	0.00 \$	1,609.57 \$	20,000.00 \$\$	20,697.27	(3.49%)
130-410-45660 OPERATING TRANSFERS	0.00	0.00	-273,785.15	(401,608.91)	(46.69%)
130-410-45666 REC CENTER LOAN PROCEEDS	0.00	0.00	0.00	2,017,000.00	0.00%
130-410-45691 SMALL TOWN CONNECTION GRANT	0.00	0.00	0.00	26,352.00	0.00%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>1,609.57</b>	<b>(253,785.15)</b>	<b>1,662,440.36</b>	<b>755.06%</b>
<b>ENGINEERING Revenues</b>					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	0.00	73,022.00	599,524.00	725,430.00	(21.00%)
<b>Total ENGINEERING Revenues</b>	<b>0.00</b>	<b>73,022.00</b>	<b>599,524.00</b>	<b>725,430.00</b>	<b>(21.00%)</b>
<b>Total ADEQUATE FACILITIES TAX Revenues</b>	<b>0.00 \$</b>	<b>74,631.57 \$</b>	<b>345,738.85 \$\$</b>	<b>2,387,870.36</b>	<b>(590.66%)</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
130-410-55350 DEBT SERVICE	0.00 \$	0.00 \$	9,614.85 \$\$	9,614.85	0.00%
130-410-59111 TRANSPORTATION ENHANCEMENT	0.00	0.00	37,790.00	37,790.00	0.00%
130-410-59112 CITY HALL/REC CENTER STRUCTURE	0.00	(2,000,000.00)	0.00	0.00	0.00%
130-410-59113 RECREATION CENTER STRUCTURE	0.00	2,000,000.00	133,000.00	2,175,820.85	(1535.96%)
130-410-59200 BUILDINGS-PUBLIC WORKS	0.00	0.00	78,000.00	17,999.07	76.92%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>258,404.85</b>	<b>2,241,224.77</b>	<b>(767.33%)</b>
<b>Total ADEQUATE FACILITIES TAX Expenditures</b>	<b>0.00 \$</b>	<b>0.00 \$</b>	<b>258,404.85 \$\$</b>	<b>2,241,224.77</b>	<b>(767.33%)</b>
<b>ADEQUATE FACILITIES TAX Excess of Revenues Over</b>	<b>\$ 0.00</b>	<b>74,631.57 \$</b>	<b>87,334.00 \$</b>	<b>146,645.59 \$</b>	<b>(67.91%)</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am

Revised Budget  
 For WILLIAMSON COUNTY 30% TAX (135)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

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	0.00 \$	9,727.08 \$	80,000.00 \$\$	89,108.01	(11.39%)
135-410-45600 INTEREST	0.00	185.59	2,000.00	2,065.08	(3.25%)
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>9,912.67</b>	<b>82,000.00</b>	<b>91,173.09</b>	<b>(11.19%)</b>
<b>Total WILLIAMSON COUNTY 30% TAX Revenues</b>	<b>0.00 \$</b>	<b>9,912.67 \$</b>	<b>82,000.00 \$\$</b>	<b>91,173.09</b>	<b>(11.19%)</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
135-410-59111 TRANSPROTATION ENHANCEMENT	0.00 \$	26,630.00 \$	87,210.00 \$\$	37,310.00	57.22%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>0.00</b>	<b>26,630.00</b>	<b>87,210.00</b>	<b>37,310.00</b>	<b>57.22%</b>
<b>Total WILLIAMSON COUNTY 30% TAX Expenditures</b>	<b>0.00 \$</b>	<b>26,630.00 \$</b>	<b>87,210.00 \$\$</b>	<b>37,310.00</b>	<b>57.22%</b>
<b>WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$</b>	<b>0.00</b>	<b>(16,717.33) \$</b>	<b>(5,210.00) \$</b>	<b>53,863.09 \$</b>	<b>1133.84%</b>



**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget  
 For DEBT SERVICE (140)  
 For the Fiscal Period 2014-11 Ending May 31, 2014

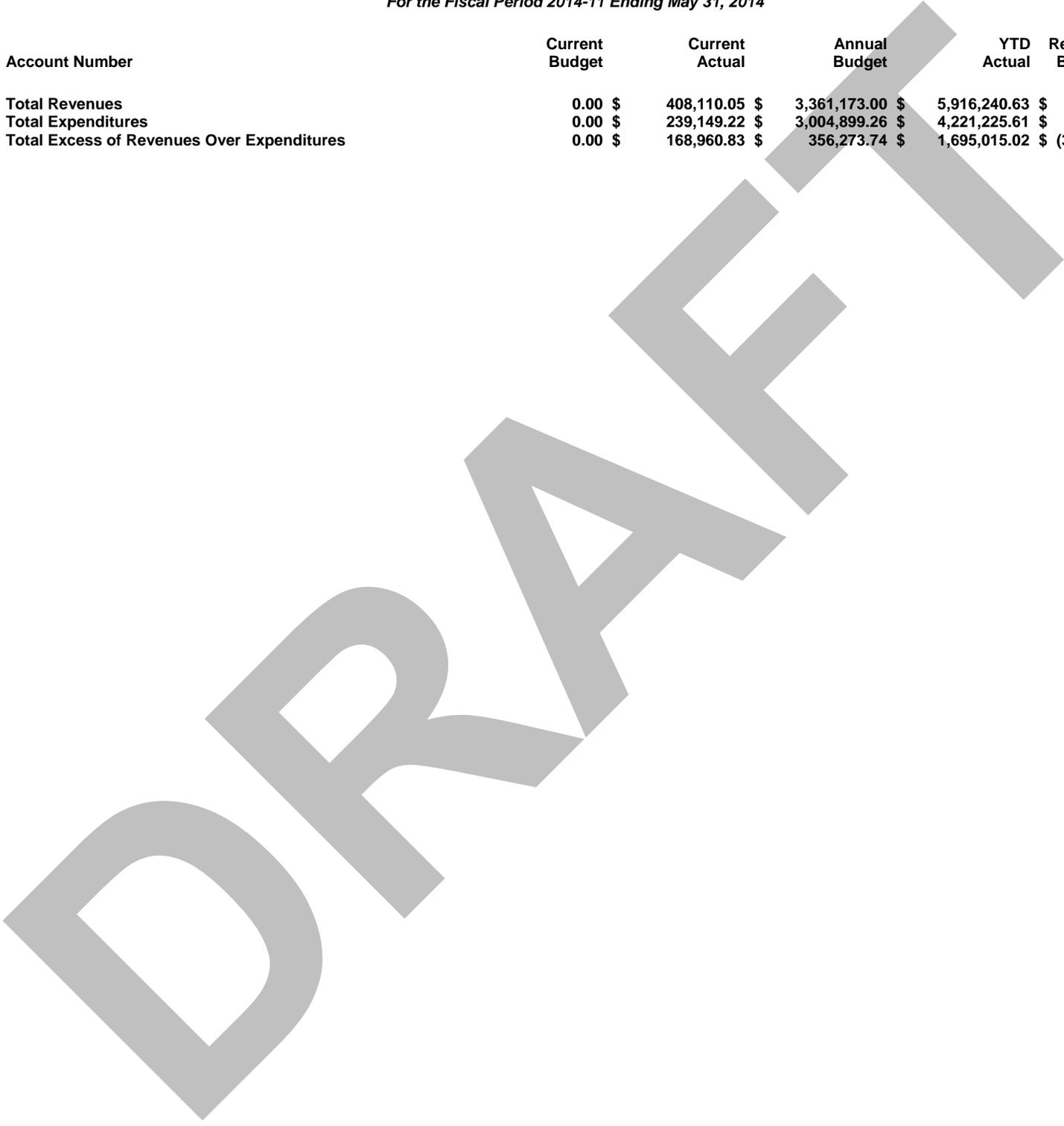
Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
140-410-45600 INTEREST	0.00 \$	206.48 \$	1,400.00 \$\$	1,636.63	(16.90%)
140-410-45660 OPERATING TRANSFERS	0.00	0.00	273,785.15	401,608.91	(46.69%)
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>206.48</b>	<b>275,185.15</b>	<b>403,245.54</b>	<b>(46.54%)</b>
<b>Total DEBT SERVICE Revenues</b>	<b>0.00 \$</b>	<b>206.48 \$</b>	<b>275,185.15 \$\$</b>	<b>403,245.54</b>	<b>(46.54%)</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
140-410-55350 DEBT SERVICE	0.00 \$	94,453.27 \$	273,785.15 \$\$	108,634.85	60.32%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>0.00</b>	<b>94,453.27</b>	<b>273,785.15</b>	<b>108,634.85</b>	<b>60.32%</b>
<b>Total DEBT SERVICE Expenditures</b>	<b>0.00 \$</b>	<b>94,453.27 \$</b>	<b>273,785.15 \$\$</b>	<b>108,634.85</b>	<b>60.32%</b>
<b>DEBT SERVICE Excess of Revenues Over Expenditures</b>	<b>\$ 0.00</b>	<b>(94,246.79) \$</b>	<b>1,400.00 \$</b>	<b>294,610.69</b>	<b>\$(20943.62%)</b>



**Town of Nolensville**  
**Statement of Revenue and Expenditures** 6/24/2014 10:22am  
 Revised Budget

For the Fiscal Period 2014-11 Ending May 31, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	0.00 \$	408,110.05 \$	3,361,173.00 \$	5,916,240.63 \$	(76.02%)
Total Expenditures	0.00 \$	239,149.22 \$	3,004,899.26 \$	4,221,225.61 \$	(40.48%)
Total Excess of Revenues Over Expenditures	0.00 \$	168,960.83 \$	356,273.74 \$	1,695,015.02 \$	(375.76%)



**ORDINANCE 14-12**

**AN ORDINANCE TO APPROVE A CONCEPT PLAN FOR A PLANNED UNIT DEVELOPMENT OVERLAY KNOWN AS ROCKY FORK ROAD RESIDENTIAL PLANNED UNIT DEVELOPMENT OVERLAY TO THE TRACT OF LAND AS DESCRIBED HEREIN**

WHEREAS, Article 2, section 2.2.11 of the Zoning Ordinance of the Town of Nolensville provides the authority for the Board of Mayor and Alderman to approve, approve with conditions or reject a request of a Concept Plan for a Planned Unit Development Overlay; and,

WHEREAS, the Nolensville Planning Commission met on May 13, 2014, and reviewed a Concept Plan application to determine the appropriateness of applying the Planned Unit Development Overlay to property located on Williamson County, Tennessee, Tax Map 57, Parcels 28 and 28.07; and,

WHEREAS, the Nolensville Planning Commission voted and passed by unanimous vote to recommend the approval of the Conceptual Residential P.U.D. Plan for Rocky Fork Road Development to the Board of Mayor and Aldermen subject to conditions below and referred to in Exhibit A; and,

NOW THEREFORE, BE IT ORDAINED, THAT THE ZONING MAP OF THE TOWN OF NOLENSVILLE, TENNESSEE be amended as follows:

That the Planned Unit Development Overlay, known as Residential P.U.D. Rocky Fork Road Development be applied to the properties located at 2398 Rocky Fork Road, Nolensville, Tennessee, and identified as Map 57, Parcels 28 and 28.07(as shown on the Williamson County, Tennessee, Tax Maps and that the concept plan as revised April 8, 2014, as described to the Nolensville Planning Commission on May 13, 2014, be approved as recommended by the Nolensville Planning Commission and referred to in Exhibit A to the Board of Mayor and Aldermen with these conditions 1) a traffic impact study recommendations must be implemented, and 2) the development must follow the design objectives and plans of the pattern book as revised April 8<sup>th</sup>, 2014, and the Concept Plan – Lot Areas layout as revised April 8<sup>th</sup>, 2014. Any conditions approved by the Board of Mayor and Aldermen will be attached to this ordinance.

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

Approved by the Board of Mayor and Alderman

\_\_\_\_\_  
First Reading

\_\_\_\_\_  
Public Hearing

\_\_\_\_\_  
Second Reading

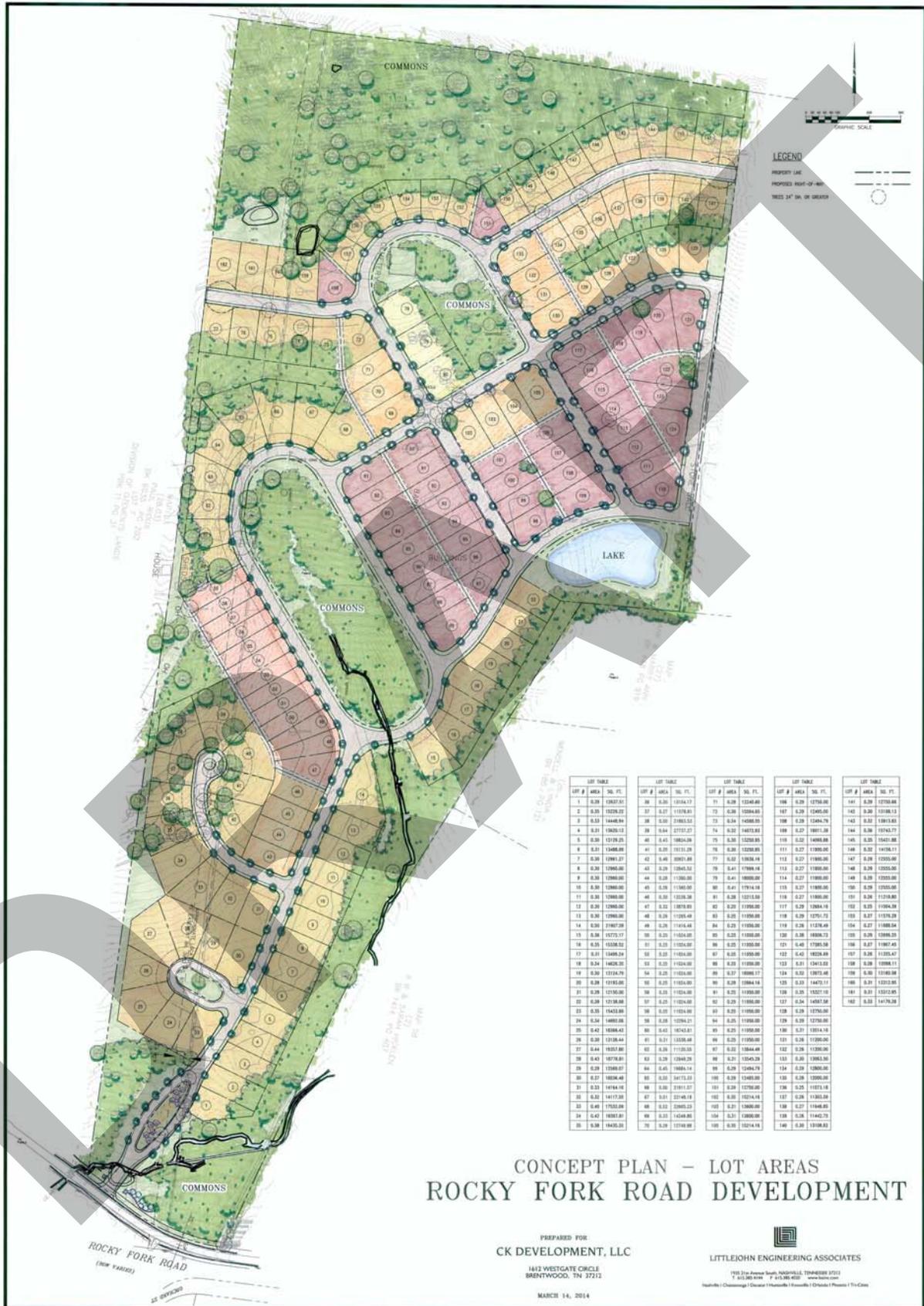
\_\_\_\_\_  
Jimmy Alexander, Mayor

\_\_\_\_\_  
Cindy Lancaster, Town Recorder

Approved by:

\_\_\_\_\_  
Town Attorney, Robert J. Notestine, III

# Exhibit A



## CONCEPT PLAN - LOT AREAS ROCKY FORK ROAD DEVELOPMENT

PREPARED FOR:  
**CK DEVELOPMENT, LLC**  
 1612 WESTGATE CIRCLE  
 BRENTWOOD, TN 37212

**LITTLEJOHN ENGINEERING ASSOCIATES**  
 1993 2nd Avenue South, NASHVILLE, TENNESSEE 37212  
 T 615.961.9191 F 615.961.4022 www.ljohn.com

MARCH 14, 2014

**A RESOLUTION ADOPTING A PLAN OF SERVICE FOR THE ANNEXATION OF MAP 059, PARCEL 00200 (PORTION) AND CERTAIN RIGHT-OF-WAY ON SAM DONALD ROAD AND CLOVERCROFT ROAD; WILLIAMSON COUNTY TAX MAPS BY THE TOWN OF NOLENSVILLE, TENNESSEE**

**WHEREAS**, the property owners, as provided under the authority of the State of Tennessee Public Chapter No. 707 regulating annexations, have requested that the certain property described below be annexed by the Town Of Nolensville, Tennessee, described as follows:

A portion of the Scales property referred to as Map 059, Parcel 00200, and including R-O-W of Sam Donald Road abutting said property, and the R-O-W abutting the Jenkins property, Map 059, Parcel 00900 as shown on Exhibit A

**WHEREAS**, *Tennessee Code Annotated* Section 6-51-102 as amended requires that a plan of service be adopted by the governing body of a city prior to approval of the annexation resolution by the local governing body; and,

**WHEREAS**, the proposed parcel of land being considered for annexation as part of a planned residential development that lies adjacent and contiguous of the corporate limits of the Town of Nolensville, along Sam Donald Road;

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF NOLENSVILLE, TENNESSEE:**

Section 1. Pursuant to the provisions of Tennessee Code Annotated, Section 6-51-102, there is hereby recommended for adoption by the Board of Mayor and Aldermen, for the area bounded as described above, the following plan of service to inform interested residents and property owners in the area.

**Location**

The proposed annexation area is located southwest of the present corporate limits and is adjacent and contiguous to Sam Donald Road properties within the Corporate Limits of the Town of Nolensville and immediately adjacent the existing Urban Growth Boundary of the Town of Nolensville, Tennessee. The proposed annexed area contains approximately 150 (more or less) acres that is planned for residential development.

**Existing Land Use**

The annexed area contains two single-family residences and mostly young woodlands.

**Provision of Services to the Annexed Area**

**I. Water Service:**

The entire area is located within the Nolensville/College Grove Utility District water service area. The Nolensville/College Grove Utility District has full responsibility for the expansion, operation and maintenance of their utility system; however, due to the proximity of Bent Creek Development which obtains water services through Metro Water and Sewer Services, any future developer of the

property will be responsible for obtaining necessary water services from either Nolensville/College Grove Utility District or Metro Water and Sewer and for extending new water lines and installing fire hydrants in conformance with the rules and regulations of the appropriate utility and the Town of Nolensville at the time of construction.

**II. Sewer Service:**

The entire area is located within the Metro Nashville sewer service area. Metro Nashville has full responsibility for the expansion, operation and maintenance of their utility system. The developers of these properties will be required to work with the Metro Nashville sewer department to coordinate the provision of sewer to this area and install the necessary sewer lines.

**III. Police Protection:**

This area is currently served by the Williamson County Sheriff's Department. Upon annexation, the Town's existing police force will be required to patrol and respond to this area. Regular patrolling, radio responses to calls and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation and the town will provide a level of service comparable to other developed areas in the Town.

**IV. Fire Protection:**

This area is currently served by the Nolensville Volunteer Fire Department and will continue to be served upon annexation. Fire protection by the present personnel and the equipment of the firefighting force, within the standard limitations of available water and distances from existing fire stations, will be provided on the effective date of annexation. All residences and property to be served in the annexed area are within 5 miles of the fire station.

**V. Emergency Medical Services:**

No additional services or cost anticipated.

**VI. Parks and Recreation:**

This area is currently served by the Williamson County Parks and Recreation Department, as is the current Town corporate limits. No additional park facilities are anticipated due to this area being annexed.

**VII. Road Maintenance:**

Routine road maintenance service (paving, pot-hole repair, striping, signs, and R-O-W mowing) will begin in the annexed area on the effective date of annexation for all existing roads that are officially accepted and maintained by the Town in a manner consistent with current service delivery in the Town limits pending agreement with Williamson County. Refuse collection will continue to be provided by private haulers in a manner consistent with collection inside the Town limits.

**VIII. Planning and Codes Oversight:**

All planning, zoning, land development regulations, and building codes of the Town will extend to the annexed area on the effective date of annexation. Existing personnel will handle oversight and enforcement of existing regulations.

**IX. Subdivision Plan Approvals & Future Zoning of Area:**

The development of public improvements in any new subdivision in the area will occur at developer expense in accordance with the current Town subdivision regulations and construction standards. The final platting of lots, bonding of improvements, and future acceptance of improvements for perpetual maintenance shall be carried out in accordance with Town policies. On the effective date of annexation, the installation of new streets, curb and gutter sections, storm drainage facilities, street lighting, underground electrical service and other public improvements in subdivisions (or new sections thereof) authorized by the Nolensville Planning Commission will be carried out by the developer at his expense using the Town's current subdivision regulations and construction standards. The final platting of lots, bonding of improvements, and future acceptance of improvements for perpetual maintenance shall be carried out in accordance with Town policies.

The Planning Commission recommends the base zoning of SR with a maximum density of 1.4 dwelling units per acres for the subject property once the annexation is approved by the Board of Mayor and Aldermen based upon the Town's land use policy plans and policies.

**X. Code Enforcement:**

All inspection services now provided by the Town (building, plumbing, mechanical, gas, and other municipal codes and ordinances) will begin in the area for all new structures with permits issued by the Town after the effective date of annexation.

**XI. Public Library:**

Residents of the annexed area, if any, will have full access to the Williamson County Library located on Oldham Road. The library continues to place a high priority on expanding the number of collection items available to patrons.

**XII. Revenues (Taxes and Fees)**

The Primary sources of revenues that will be used to pay for the expanded services include property taxes, in addition to commercial building permit, adequate facilities tax and impact fee for new construction. The annual tax bill for a \$300,000 residential structure is estimated to be \$113.00 under the current Town tax rate of \$0.15 per \$100 of assessed value.

**XIII. Natural Gas**

Gas service within the Town is provided by Atmos Energy under a franchise agreement with the Town. The extension of gas service into the annexed areas, if needed, will be done under the policies established by the gas company, in accordance with the Franchise agreement.

**XIV. Electric Service**

The area to be annexed will receive electric service from Middle Tennessee Electric Company.

**XV. Refuse Collection**

The Town currently does not provide refuse service for existing residents and therefore cannot extend these services to the newly annexed areas. Property owners will continue to utilize private hauling services.

**XVI. Street Lighting**

In all newly developed areas all street lighting will be in compliance within the existing subdivision regulations and zoning ordinance of the Town Of Nolensville. Street lights for all existing roads will be installed in a manner consistent with current service delivery in the town limits.

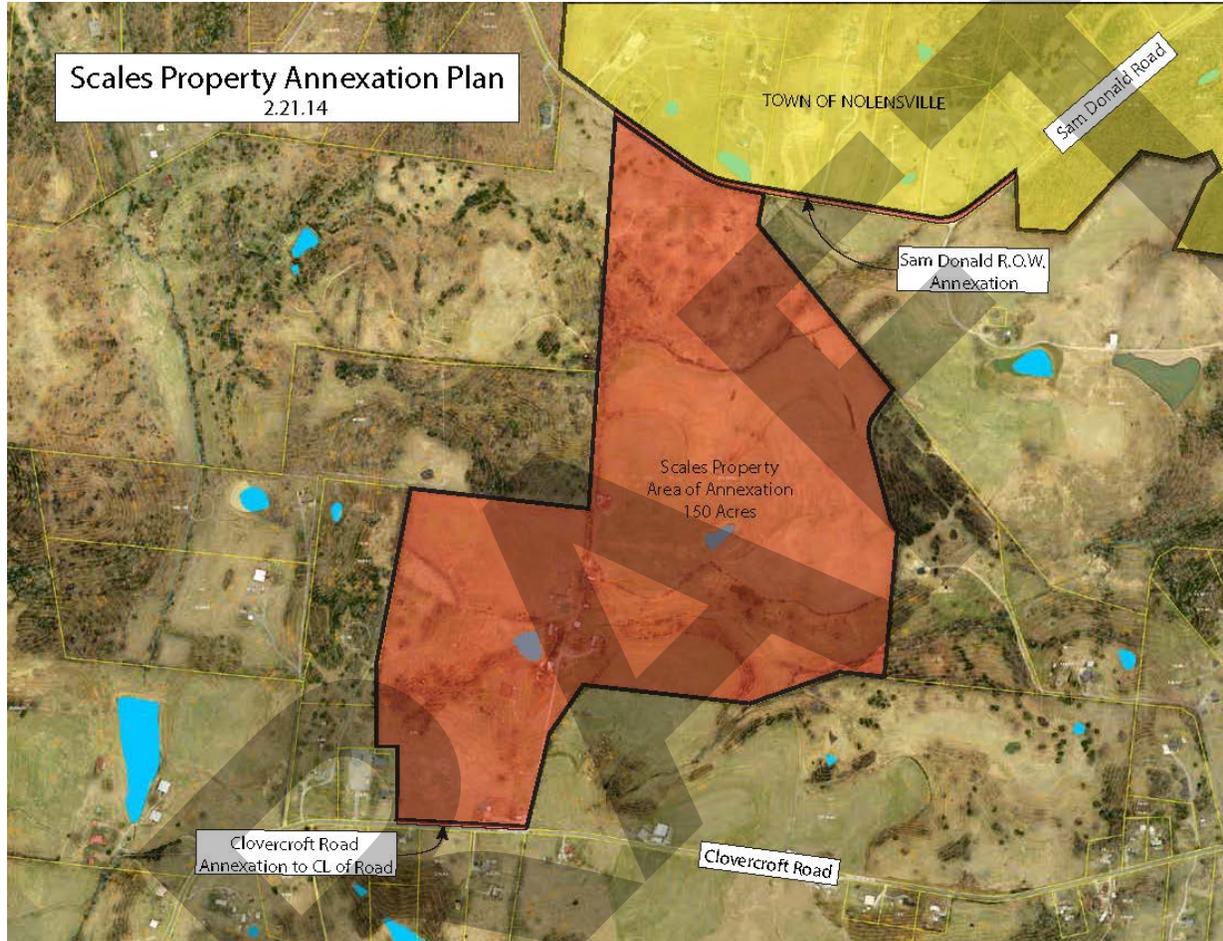
RESOLVED this 11th day of March, 2014

---

SECRETARY ROBERT HAINES

DRAFT

**Exhibit A**



**A RESOLUTION ADOPTING A PLAN OF SERVICE FOR THE ANNEXATION OF MAP 059,  
PARCEL 12 AND CERTAIN RIGHT-OF-WAY ON SAM DONALD ROAD AND  
CLOVERCROFT ROAD; WILLIAMSON COUNTY TAX MAPS BY THE TOWN OF  
NOLENSVILLE, TENNESSEE**

**WHEREAS**, the property owners, as provided under the authority of the State of Tennessee Public Chapter No. 707 regulating annexations, have requested that the certain property described below be annexed by the Town Of Nolensville, Tennessee, described as follows:

A portion of the Scales property referred to as Map 059, Parcel 12, and including R-O-W on the northern half of Clovercroft Road abutting said property, Parcel 00900 as shown on Exhibit A

**WHEREAS**, *Tennessee Code Annotated* Section 6-51-102 as amended requires that a plan of service be adopted by the governing body of a city prior to approval of the annexation resolution by the local governing body; and,

**WHEREAS**, the proposed parcel of land being considered for annexation as part of a planned residential development that lies adjacent and contiguous of the corporate limits of the Town of Nolensville, along Sam Donald Road;

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF NOLENSVILLE, TENNESSEE:**

Section 1. Pursuant to the provisions of Tennessee Code Annotated, Section 6-51-102, there is hereby recommended for adoption by the Board of Mayor and Aldermen, for the area bounded as described above, the following plan of service to inform interested residents and property owners in the area.

**Location**

The proposed annexation area is located southwest of the present corporate limits and is adjacent and contiguous to property at Map 59, Parcel 200, Williamson County Property Tax Maps, that is being annexed within the Corporate Limits of the Town of Nolensville, Tennessee. The proposed annexed area contains approximately 81 acres (more or less) that is planned for residential development.

**Existing Land Use**

The proposed annexed area contains two barns. Most of the property is open, rolling hills, with approximately 5-10% wooded area.

**Provision of Services to the Annexed Area**

**I. Water Service:**

The entire area is located within the Nolensville/College Grove Utility District water service area. The Nolensville/College Grove Utility District has full responsibility for the expansion, operation and maintenance of their utility system; however, due to the proximity of Bent Creek Development which obtains water services through Metro Water and Sewer Services, any future developer of the

property will be responsible for obtaining necessary water services from either Nolensville/College Grove Utility District or Metro Water and Sewer and for extending new water lines and installing fire hydrants in conformance with the rules and regulations of the appropriate utility and the Town of Nolensville at the time of construction.

**II. Sewer Service:**

The entire area is located within the Metro Nashville sewer service area. Metro Nashville has full responsibility for the expansion, operation and maintenance of their utility system. The developers of these properties will be required to work with the Metro Nashville sewer department to coordinate the provision of sewer to this area and install the necessary sewer lines.

**III. Police Protection:**

This area is currently served by the Williamson County Sheriff's Department. Upon annexation, the Town's existing police force will be required to patrol and respond to this area. Regular patrolling, radio responses to calls and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation and the town will provide a level of service comparable to other developed areas in the Town.

**IV. Fire Protection:**

This area is currently served by the Nolensville Volunteer Fire Department and will continue to be served upon annexation. Fire protection by the present personnel and the equipment of the firefighting force, within the standard limitations of available water and distances from existing fire stations, will be provided on the effective date of annexation. All residences and property to be served in the annexed area are within 5 miles of the fire station.

**V. Emergency Medical Services:**

No additional services or cost anticipated.

**VI. Parks and Recreation:**

This area is currently served by the Williamson County Parks and Recreation Department, as is the current Town corporate limits. No additional park facilities are anticipated due to this area being annexed.

**VII. Road Maintenance:**

Routine road maintenance service (paving, pot-hole repair, striping, signs, and R-O-W mowing) will begin in the annexed area on the effective date of annexation for all existing roads that are officially accepted and maintained by the Town in a manner consistent with current service delivery in the Town limits pending agreement with Williamson County. Refuse collection will continue to be provided by private haulers in a manner consistent with collection inside the Town limits.

**VIII. Planning and Codes Oversight:**

All planning, zoning, land development regulations, and building codes of the Town will extend to the annexed area on the effective date of annexation. Existing personnel will handle oversight and enforcement of existing regulations.

**IX. Subdivision Plan Approvals & Future Zoning of Area:**

The development of public improvements in any new subdivision in the area will occur at developer expense in accordance with the current Town subdivision regulations and construction standards. The final platting of lots, bonding of improvements, and future acceptance of improvements for perpetual maintenance shall be carried out in accordance with Town policies. On the effective date of annexation, the installation of new streets, curb and gutter sections, storm drainage facilities, street lighting, underground electrical service and other public improvements in subdivisions (or new sections thereof) authorized by the Nolensville Planning Commission will be carried out by the developer at his expense using the Town's current subdivision regulations and construction standards. The final platting of lots, bonding of improvements, and future acceptance of improvements for perpetual maintenance shall be carried out in accordance with Town policies.

The Planning Commission recommends the base zoning of SR with a maximum density of 1.4 dwelling units per acres for the subject property once the annexation is approved by the Board of Mayor and Aldermen based upon the Town's land use policy plans and policies.

**X. Code Enforcement:**

All inspection services now provided by the Town (building, plumbing, mechanical, gas, and other municipal codes and ordinances) will begin in the area for all new structures with permits issued by the Town after the effective date of annexation.

**XI. Public Library:**

Residents of the annexed area, if any, will have full access to the Williamson County Library located on Oldham Road. The library continues to place a high priority on expanding the number of collection items available to patrons.

**XII. Revenues (Taxes and Fees)**

The Primary sources of revenues that will be used to pay for the expanded services include property taxes, in addition to commercial building permit, adequate facilities tax and impact fee for new construction. The annual tax bill for a \$300,000 residential structure is estimated to be \$113.00 under the current Town tax rate of \$0.15 per \$100 of assessed value.

**XIII. Natural Gas**

Gas service within the Town is provided by Atmos Energy under a franchise agreement with the Town. The extension of gas service into the annexed areas, if needed, will be done under the policies established by the gas company, in accordance with the Franchise agreement.

**XIV. Electric Service**

The area to be annexed will receive electric service from Middle Tennessee Electric Company.

**XV. Refuse Collection**

The Town currently does not provide refuse service for existing residents and therefore cannot extend these services to the newly annexed areas. Property owners will continue to utilize private hauling services.

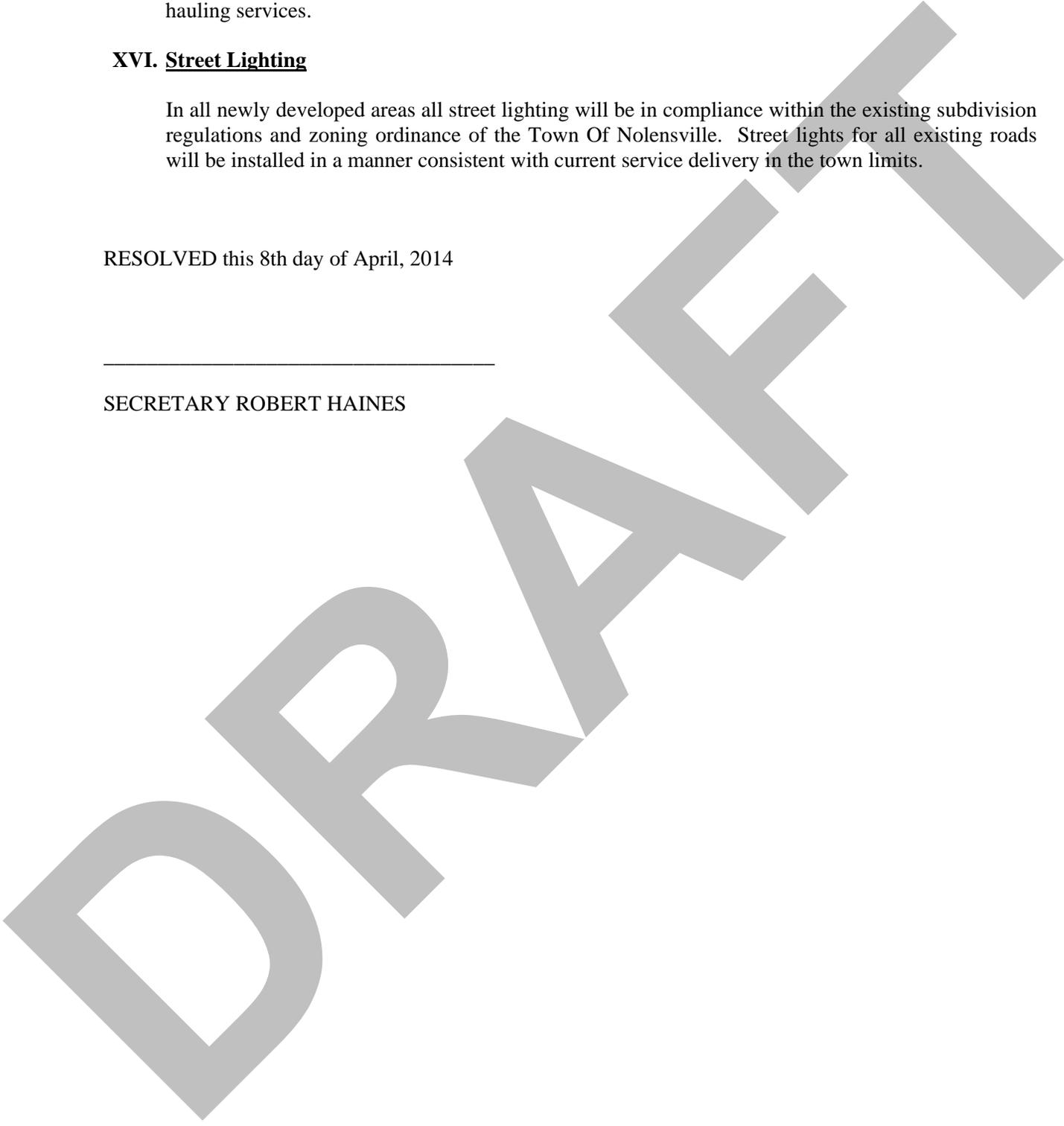
**XVI. Street Lighting**

In all newly developed areas all street lighting will be in compliance within the existing subdivision regulations and zoning ordinance of the Town Of Nolensville. Street lights for all existing roads will be installed in a manner consistent with current service delivery in the town limits.

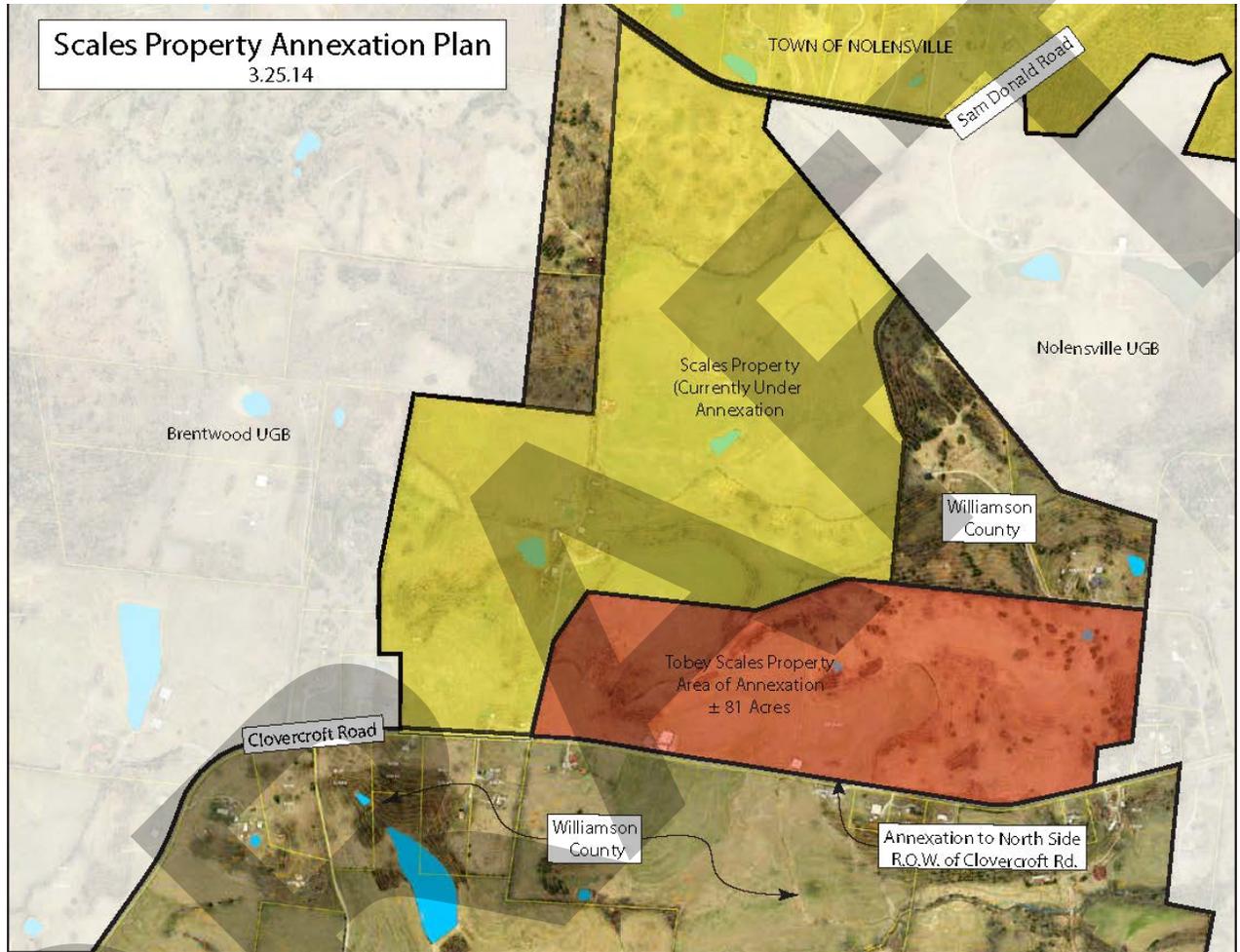
RESOLVED this 8th day of April, 2014

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SECRETARY ROBERT HAINES



**Exhibit A**



ORDINANCE 14-09

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE, TENNESSEE TO REZONE PROPERTY AT 7153 NOLENSVILLE ROAD CURRENTLY ESTATE RESIDENTIAL (ER) TO COMMERCIAL SERVICES (CS) WITH A COMMERCIAL CORRIDOR OVERLAY (CCO) TO THE TRACT OF LAND AS DESCRIBED HEREIN**

**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 8, 2014, and reviewed an application to rezone properties currently zoned Estate Residential (ER) to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied to Map: 56, Parcel: 51.01 also known as 7153 Nolensville Road; and,

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

**WHEREAS**, the Board of Mayor and Alderman have conducted a public hearing on \_\_\_\_\_, thereon,

**NOW THEREFORE, BE IT ORDAINED, THAT THE ZONING MAP OF THE TOWN OF NOLENSVILLE, TENNESSEE be amended as follows:**

That property located at 7153 Nolensville Road and described as Map: 56, Parcel: 51.01, as shown in the attached map be rezoned to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied.

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

Approved by the Board of Mayor and Alderman

\_\_\_\_\_  
First Reading

\_\_\_\_\_  
Public Hearing

\_\_\_\_\_  
Second Reading

\_\_\_\_\_  
Jimmy Alexanders, Mayor

\_\_\_\_\_  
Cindy Lancaster, Town Recorder



**ORDINANCE 14-13**  
**AN ORDINANCE TO RESCIND ORDINANCE 14-07**

WHEREAS, the Board of Mayor and Alderman enacted Ordinance 14-07 on May 1, 2014;  
and,

WHEREAS, the legislature of the State of Tennessee enacted Senate Bill 2464 regarding  
annexation procedures within the State of Tennessee; and,

WHEREAS, SB 2464 was approved by the Governor on April 15, 2014 and became Public  
Chapter No. 707; and,

WHEREAS, Public Chapter 707 revised the annexation process in Tennessee so that it has  
become unnecessary to annex by ordinance with a referendum; and,

NOW, THEREFORE, be ordered by the Board of Mayor and Alderman of the Town of  
Nolensville as follows:

1. Ordinance 14-07 is rescinded in its entirety and it shall be of no further force or effect.

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

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

Attest: \_\_\_\_\_  
Cindy Lancaster, Town Recorder

Approved by: \_\_\_\_\_  
Robert J. Notestine, III  
Town Attorney

Passed 1<sup>st</sup> Reading: \_\_\_\_\_

Passed 2<sup>nd</sup> Reading: \_\_\_\_\_

Town of Nolensville  
P.O. Box 547  
Nolensville, Tennessee 37135

Resolution 14-18

**A RESOLUTION TO DEDICATE AND CONVEY CERTAIN RIGHT OF WAYS AND  
PROPERTY TO THE TOWN OF NOLENSVILLE FROM CK DEVELOPMENT LLC AND  
NOLENSVILLE NORTHEAST, INC**

WHEREAS, Nolensville Northeast, Incorporated and CK Development, LLC, current owners of property and right of ways that are a portion of Bent Creek Subdivision located on Sam Donald Road, Old Clovercroft Road and Wilson Road; and,

WHEREAS, Nolensville Northeast, Incorporated and CK Development, LLC, wish to convey and dedicate certain property to the Town of Nolensville; and,

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

Section 1. The Town of Nolensville accepts the right of way dedicated from CK Development LLC as outlined by the attached document(s).

Section 2. The Town of Nolensville accepts the right of way dedication from Nolensville Northeast, Incorporated as outlined by the attached document (s).

Section 3. The Board of Mayor and Aldermen authorizes the Mayor to sign the appropriate documentation in order to complete the transactions to accept the conveyance and dedication for the right of ways.

Section 4. The documentation is attached to and made part of this resolution.

RESOLVED this 3<sup>rd</sup>, day of July 2014,

---

Jimmy Alexander, Mayor

---

Cindy Lancaster, Town Recorder

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

This Instrument prepared by:  
Mark E. Morrison, Esquire  
GRISSIM AND HODGES  
323 Union Street, Suite 400  
Nashville, TN 37201

## **DEDICATION OF PUBLIC RIGHT-OF-WAY**

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency thereof being acknowledged by NOLENSVILLE NORTHEAST, INC., a Tennessee corporation (the "Grantor"), said Grantor does hereby dedicate, grant, transfer and convey to The Town of Nolensville, Tennessee, its successors and assigns, certain rights-of-way more particularly described on Exhibit "1", attached hereto and incorporated herein by reference (the "Property") for a public roadway.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title and interest thereto belonging to The Town of Nolensville, its successors and assigns, forever.

The Grantor hereby covenants that it is lawfully seized and possessed of the Property and that it has a good and lawful right to dedicate same to The Town of Nolensville, subject to all easements, encumbrances and other matters of record. Grantor hereby binds itself and its successors to warrant and forever defend the title to the Property to The Town of Nolensville, its successors and assigns, against the lawful claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

*(Remainder of Page intentionally left blank; signature blocks follow.)*

IN WITNESS WHEREOF, the Grantor has executed this Instrument on this \_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR:

NOLENSVILLE NORTHEAST, INC.  
A Tennessee corporation

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

Print Name: \_\_\_\_\_

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

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be \_\_\_\_\_ of NOLENSVILLE NORTHEAST, INC., a Tennessee corporation, the within named bargainer, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such \_\_\_\_\_.

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT 1

Property Description  
For 0.27 Acres More or Less  
Town of Nolensville, Williamson County, Tennessee

### Tract A

Beginning at a Point at the Northeasterly most corner of the Property Line of Parcel 29.03 on Tax Map 59 Recorded at the Williamson County Register of Deeds, Said point, also being at the intersection of Sam Donald Road and Old Clovercroft Road;

Thence South  $72^{\circ} 18' 39''$  East a distance of 25.00 to a Point;

Thence South  $17^{\circ} 41' 21''$  West a distance of 178.51 to a Point;

Thence concave Easterly having a radius of 1,000.00 feet 258.93 feet along said curve with a chord length of 258.20 feet;

Thence South  $02^{\circ} 51' 14''$  West a distance of 27.88 to a Point;

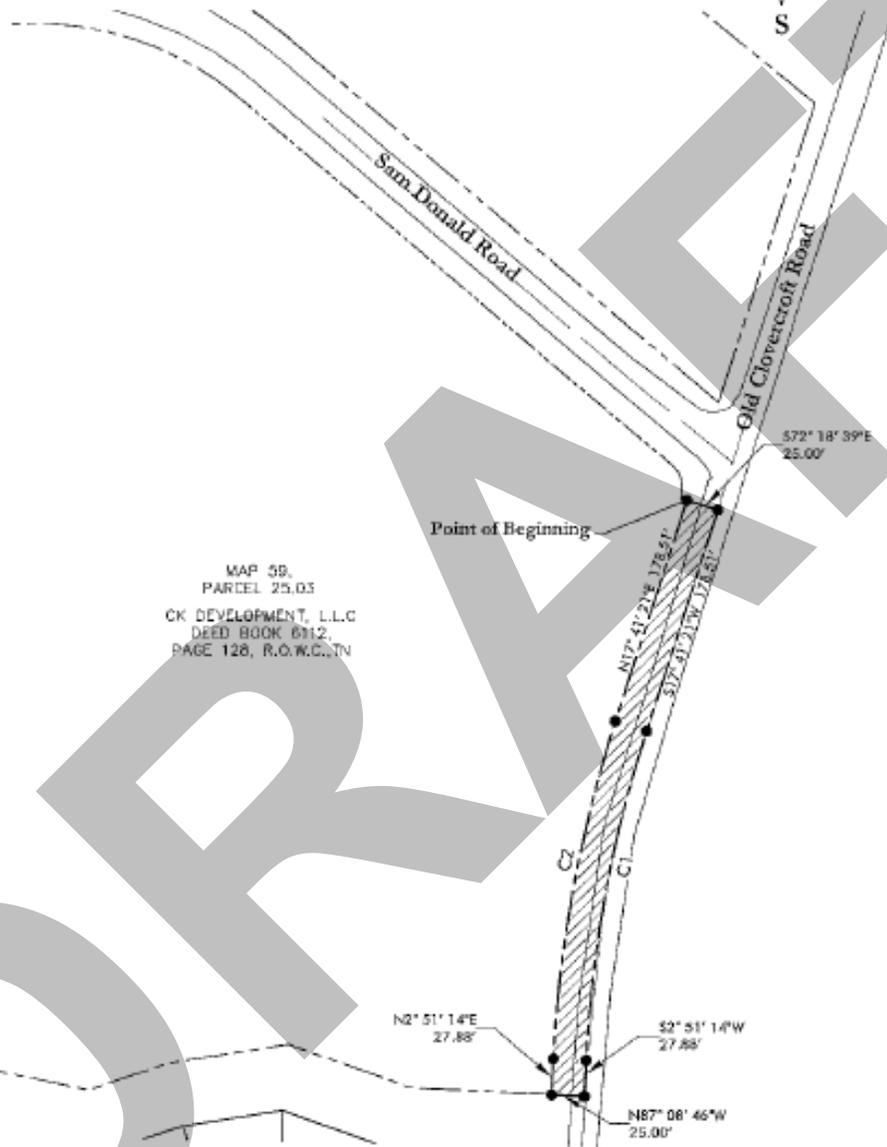
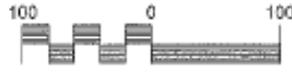
Thence North  $87^{\circ} 08' 46''$  West a distance of 25.00 to a Point;

Thence North  $02^{\circ} 51' 14''$  East a distance of 27.88 to a Point;

Thence concave Easterly having a radius of 1,025.00 feet 265.40 feet along said curve with a chord length of 264.66 feet;

Thence North  $17^{\circ} 41' 21''$  East a distance of 178.51 to the Point of Beginning;

Containing 0.27 acres or 11,713.73 square feet more or less.



MAP 59,  
PARCEL 25.03  
CK DEVELOPMENT, L.L.C.  
DEED BOOK 6112,  
PAGE 128, R.O.W.C., TN

**Curve Table**

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	258.93	1000.00	14°50'07"	N10° 16' 18"E	258.20
C2	265.40	1025.00	14°50'07"	N10° 16' 18"E	264.66

**DA Dale & Associates**

Consulting Civil Engineering  
Land Planning & Surveying  
Landmarks & Historic Resources  
Surveying

18 Houston Place  
Madison, Tennessee 37204  
(615) 252-1100

This Instrument prepared by:  
Mark E. Morrison, Esquire  
GRISSIM AND HODGES  
323 Union Street, Suite 400  
Nashville, TN 37201

## **DEDICATION OF PUBLIC RIGHT-OF-WAY**

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency thereof being acknowledged by CK DEVELOPMENT, L.L.C., a Tennessee limited liability company (the "Grantor"), said Grantor does hereby dedicate, grant, transfer and convey to The Town of Nolensville, Tennessee, its successors and assigns, certain rights-of-way more particularly described on Exhibit "1", attached hereto and incorporated herein by reference (the "Property") for a public roadway.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title and interest thereto belonging to The Town of Nolensville, its successors and assigns, forever.

The Grantor hereby covenants that it is lawfully seized and possessed of the Property and that it has a good and lawful right to dedicate same to The Town of Nolensville, subject to all easements, encumbrances and other matters of record. Grantor hereby binds itself and its successors to warrant and forever defend the title to the Property to The Town of Nolensville, its successors and assigns, against the lawful claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

*(Remainder of Page intentionally left blank; signature blocks follow.)*

IN WITNESS WHEREOF, the Grantor has executed this Instrument on this \_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR:

CK DEVELOPMENT, L.L.C.  
A Tennessee limited liability company

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

Print Name: \_\_\_\_\_

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

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be \_\_\_\_\_ of CK DEVELOPMENT, L.L.C., a Tennessee limited liability company, the within named bargainer, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such \_\_\_\_\_.

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT 1**

### **PROPERTY DESCRIPTION**

Beginning at a 1/2 inch iron pin, found, located in the Westerly Right Of Way for Nolensville Pike said pin being the Southeasterly corner of the Nolensville Cemetery property as described in Deed Book 930 Page 205 and also being the Northeasterly corner of the Frank and Peggy Wilson property as described in Deed Books 420, 150, and 138 pages 40, 375, and 160 respectively;

Thence, with the Westerly Right of Way for said Nolensville Pike South 25 Degrees 27 Minutes 51 Seconds East a distance of 50.37 feet to an iron pin set capped and stamped Stantec Nashville, Tn. hereinafter iron pin set, said pin being the Southeasterly corner of the herein described tract;

Thence, with a new division line South 71 Degrees 30 Minutes 07 Seconds West a distance of 631.62 feet to an iron pin set; thence with a curve to the left having a radius of 248.00 feet a central angle of 28 Degrees 59 Minutes 33 Seconds and an arc length of 125.49 feet to an iron pin set;

Thence, South 42 Degrees 30 Minutes 34 Seconds West a distance of 314.62 feet to an iron pin set, said pin located in the Easterly Prescriptive Right Of Way for Clovercroft Road and being the Southwesterly corner of the herein described tract;

Thence, with said Right Of Way and a curve to the left having a radius of 325.00 feet a central angle of 16 Degrees 09 Minutes 48 Seconds and an arc length of 91.68 feet to an iron pin set said pin being the Southwesterly corner of the Williams Cemetery property as described in Deed Book 53 Page 505;

Thence, with said Williams Cemetery boundary North 31 Degrees 08 Minutes 32 Seconds East a distance of 68.55 feet to an iron pin set;

Thence, South 87 Degrees 08 Minutes 46 Seconds East a distance of 8.24 feet to an iron pin set;

Thence, with the proposed Northerly Right Of Way for Wilson Road North 42 Degrees 30 Minutes 34 Seconds East a distance of 161.44 feet to an iron pin set;

Thence, with a curve to the right having a radius of 298.00 feet a central angle of 28 Degrees 59 Minutes 33 Seconds and an arc length of 150.97 feet to an iron pin set;

Thence, with a fence being the said Nolensville Cemetery boundary North 71 Degrees 30 Minutes 07 Seconds East a distance of 625.51 feet, to the point of beginning and containing 1.18 acres more or less according to a survey performed by Stantec Consulting dated 3-14-05.

Being part of the property conveyed to CK Development, L.L.C. from Franklin D. Wilson and Peggy Stephenson Wilson, by Warranty Deed of record in Book 3549, page 441, as corrected by deed of correction in Book 3689, page 859, Register's Office for Williamson County, and

Being part of the property conveyed to CK Development, LLC from Larry R. Williams, Mildred W. McCabe, Dean Williams and Billy Ozburn, by Quitclaim Deed of record in Book 3689, page 853.

DRAFT

This Instrument prepared by:  
Mark E. Morrison, Esquire  
GRISSIM AND HODGES  
323 Union Street, Suite 400  
Nashville, TN 37201

## **DEDICATION OF PUBLIC RIGHT-OF-WAY**

FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency thereof being acknowledged by NOLENSVILLE NORTHEAST, INC., a Tennessee corporation (the "Grantor"), said Grantor does hereby dedicate, grant, transfer and convey to The Town of Nolensville, Tennessee, its successors and assigns, certain rights-of-way more particularly described on Exhibit "1", attached hereto and incorporated herein by reference (the "Property") for a public roadway.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title and interest thereto belonging to The Town of Nolensville, its successors and assigns, forever.

The Grantor hereby covenants that it is lawfully seized and possessed of the Property and that it has a good and lawful right to dedicate same to The Town of Nolensville, subject to all easements, encumbrances and other matters of record. Grantor hereby binds itself and its successors to warrant and forever defend the title to the Property to The Town of Nolensville, its successors and assigns, against the lawful claims of all persons whomsoever, claiming by, through or under Grantor, but not otherwise.

*(Remainder of Page intentionally left blank; signature blocks follow.)*

IN WITNESS WHEREOF, the Grantor has executed this Instrument on this \_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR:

NOLENSVILLE NORTHEAST, INC.  
A Tennessee corporation

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

Print Name: \_\_\_\_\_

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

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be \_\_\_\_\_ of NOLENSVILLE NORTHEAST, INC., a Tennessee corporation, the within named bargainer, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such \_\_\_\_\_.

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT 1

### Property Description

For 1.16 Acres More or Less

Town of Nolensville, Williamson County, Tennessee

The property described is located in the Seventeenth Civil District, Town of Nolensville, Williamson County, Tennessee, being more particularly described as follows:

Beginning at the Northwesterly corner of the Nolensville Northeast, Inc. property as of record in Deed Book 3323, Page 855 Register's Office of Williamson County, Tennessee and also being the Northeasterly corner of the Nolensville Residential, Inc property as of record in Deed Book 3331 Page 585;

Thence with the centerline of Sam Donald Road,

North 60 Degrees 06 Minutes 46 Seconds East a distance of 120.20 feet;

Thence with said centerline and a curve to the right having a radius of 1500.00 feet an arc length of 91.63 feet and a chord bearing and distance of North 61 Degrees 51 Minutes 45 Seconds East 91.61 feet;

Thence with a curve to the right having a radius of 305.00 feet an arc length of 230.41 feet and a chord bearing and distance of South 71 Degrees 25 Minutes 51 Seconds East 224.97 feet;

Thence South 49 Degrees 47 Minutes 22 Seconds East a distance of 391.32 feet;

Thence with a curve to the left having a radius of 25.00 feet an arc length of 49.09 feet and a chord bearing and distance of North 73 Degrees 57 Minutes 14 Seconds East 41.58 feet;

Thence South 72 Degrees 18 Minutes 10 Seconds East a distance of 30.00 feet to the centerline of Clovercroft Road;

Thence with said centerline South 17 Degrees 41 Minutes 50 Seconds West a distance of 119.07 feet;

Thence leaving said centerline North 72 Degrees 18 Minutes 10 Seconds West a distance of 30.00 feet;

Thence with a curve to the left having a radius of 25.00 feet an arc length of 29.45 feet and a chord bearing and distance of North 16 Degrees 02 Minutes 46 Seconds West 27.77 feet;

Thence North 49 Degrees 47 Minutes 22 Seconds West a distance of 436.91 feet;

Thence with a curve to the left having a radius of 245.00 feet an arc length of 299.74 feet and a chord bearing and distance of North 84 Degrees 50 Minutes 18 Seconds West 281.40 feet;

Thence South 60 Degrees 06 Minutes 46 Seconds West a distance of 96.76 feet;

Thence North 07 Degrees 04 Minutes 44 Seconds East a distance of 37.55 feet to the point of beginning and containing 1.16 acres more or less being a portion of the aforementioned Nolensville Northeast, Inc. property as of record in Deed Book 3323 Page 855. See attached "Exhibit A".

DRAFT



Town of Nolensville  
P.O. Box 547  
Nolensville, Tennessee 37135

**RESOLUTION NO. 14-19**

**A RESOLUTION APPROVING A  
POSITION PROFILE FOR TOWN ADMINISTRATOR**

**WHEREAS**, the Board of Mayor and Aldermen have determined that it is the best interest of the Town to move forward with recruitment and employment of a town administrator; and,

**WHEREAS**, the University of Tennessee's Municipal Technical Advisory Service (MTAS) was engaged to assist in this process; and,

**WHEREAS**, a Position Profile for Town Administrator was prepared by MTAS, in consultation with members of the Board of Mayor and Aldermen, setting forth information about the town, the position, issues and opportunities, and other relevant information that will be viewed by interested candidates and serve as a recruitment tool for this position.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE**, that the attached Position Profile for Town Administrator, is hereby approved.

This resolution shall take effect upon its passage, the public welfare requiring.

---

Jimmy Alexander, Mayor

ATTEST:

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Cindy Lancaster, Town Recorder

Town of Nolensville  
P.O. Box 547  
Nolensville, Tennessee 37135

Resolution 14-20

A RESOLUTION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY, TENNESSEE  
TO CONTINUE TO SHARE GIS – MAPPING SERVICES

WHEREAS, the Town of Nolensville desires to enter into an Interlocal Agreement with Williamson County to continue to share GIS mapping information data for benefit of each party's citizens; and,

NOW THEREFORE BE IN 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 an agreement with Williamson County to continue sharing GIS mapping information between Williamson County and the Town of Nolensville, Tennessee.

Section 2. The said agreement is attached and is made part of this resolution by this reference.

Resolved this 3<sup>rd</sup> day of July 2014,

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

\_\_\_\_\_  
Cindy Lancaster, Town Recorder

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT  
NON-EXCLUSIVE LICENSE**

This Interlocal Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **Williamson County, Tennessee**, ("County"), a governmental entity of the State of Tennessee, and the **Town of Nolensville**, ("Town"), a governmental entity of the State of Tennessee.

1. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.
2. **Purpose of Agreement.** Williamson County and Town are currently subject to a mutual non-exclusive license for the sharing of geographic information systems ("GIS"). It is the intent of both parties to continue to provide a non-exclusive license agreement to each other to enable the parties to share GIS mapping information for the benefit of each party's respective citizens.
3. **Separate Entity.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
4. **Non-Exclusive License.** The individual parties grant the other party a non-exclusive license to use and reproduce the information, maps, reports and any other documentation, ("Licensed Material") provided for pursuant to this agreement and subject to the restrictions contained herein. The parties agree not to use the Licensed Material in its business capacity and shall not provide or reproduce the Licensed Material for resale, unless otherwise agreed upon in writing by the parties or otherwise required by applicable law.
5. **No Resale or Unauthorized Access.** Neither Town nor Authorized User shall market, offer to sell, sell and/or otherwise resell the GIS data or any part of the GIS data to any third party or provide any commercial hosting service to access the GIS data. Authorized Users shall not permit or provide unauthorized users access to the GIS data using any authentication code, user name, password, or any other authentication method used by the parties to access the GIS data.
6. **File Transfer Protocol.** Each party will implement and maintain reasonable measures to ensure that only authorized users have access to the servers that contain the parties GIS data. Each party will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by the parties including, but not limited to, reasonable steps to protect such party's password files and access to the GIS data. Each party shall ensure that passwords are given only to those employees that have a direct need to access the GIS data and that passwords are not to be shared by multiple users.
7. **Term.** The initial term of this Agreement shall begin on the 15<sup>th</sup> day of July, 2014. The initial Agreement term will end on the 30<sup>th</sup> day of June, 2015. The term of this agreement will automatically renew for an additional one year term unless otherwise terminated as provided for in this Agreement.
8. **Consideration.** The parties acknowledge that the exchange of information shall be adequate consideration and, as such, neither party is obligated to pay any fee to the other party for the exchange of information unless otherwise agreed upon in writing and signed by the parties. This section is not intended to limit a party's legal remedies in collecting damages from breach of this Agreement.
9. **Warranty.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S), OR LICENSED MATERIAL**

**PROVIDED FOR PURSUANT TO THIS AGREEMENT. THE PARTIES ALSO MAKE NO WARRANTY THAT THE LICENSED MATERIAL WILL BE ERROR FREE.**

10. **Termination – Breach.** Should either party breach or violate any material terms of this Agreement, the non-breaching party shall have the right to immediately terminate this Agreement by providing the breaching party with written notice. Such termination shall not relieve the breaching party of any liability to the non-breaching party for damages sustained by virtue of any breach.

11. **Termination – Notice.** Either party may terminate this Agreement at any time and for any reason upon thirty days written notice to the other party.

12. **Notices.**

a. **Delivery.** Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this Agreement shall be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile, hand delivery or electronic mail, in each case delivered to the addresses set forth below for the recipients.

i) Notices to County shall be sent to:

Mr. Perry Perritt  
Williamson County GIS Management  
1320 West Main Street, Suite 311  
Franklin, TN 37064

ii) Notices to the Town shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_

13. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

14. **Modification of Contract.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

15. **Independent Entities.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party to this Agreement contrary to the terms of this paragraph. Each party shall maintain its own identity in providing services. Each party is separately responsible for establishing its own policies.

16. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

17. **Waiver.** No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

18. **Non-Binding Dispute Resolutions.** The parties agree that should any dispute arise regarding this Agreement or any of the services or goods provided for, then the parties may agree in writing to enter into non-binding mediation or arbitration and only to the extent as provided for under Tennessee Law.

19. **Assignment – Consent Required.** Neither party may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall be in the complete discretion of the party receiving the notice.

20. **Assumption of Liability.** Each party shall be and remain liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Nothing in this Agreement shall be construed to limit any party's governmental immunity.

21. **Entire Contract.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

23. **Governing Law.** The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed exclusively by the laws of the State of Tennessee.

24. **Venue.** Any action between the parties arising from this Agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.

25. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

26. **Conflicting Terms.** The parties agree that should the language in this Agreement conflict with any language included in any documentation whether provided for by either party or not, then the language or terms of this Agreement shall be controlling.

27. **Required Approvals.** Each party shall be responsible for receiving all approvals from the appropriate governing bodies prior to executing this Agreement as well as future required approvals in a diligent manner.

28. **Effective Date.** This Agreement shall not be binding upon the parties until it has been signed first by the Town and then by the authorized representatives of Williamson County.

**SIGNATURE PAGE FOLLOWS:**

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
**Rogers Anderson, County Mayor**

**Purchasing Agent:**

\_\_\_\_\_  
**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Williamson County Attorney**

**FILED IN THE OFFICE OF THE WILLIAMSON COUNTY MAYOR:**

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

**TOWN OF NOLENSVILLE:**

\_\_\_\_\_  
**Jim Alexander, Town Mayor**

**Date** \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Town Attorney**

