

AGENDA
TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN
THURSDAY, AUGUST 7th, 2014, 7:00 P.M.

1. Call to Order
2. Prayer and Pledge
3. Citizens Input/General Comments
4. Approval of Minutes for Regular Meeting July 10th, 2014
5. Approval of Minutes for Beer Board Meeting July 10th, 2014
6. Treasurer's Report – June 2014
7. Mayor Appointment for Historic Commission
8. 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
9. Second 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 – Mayor Alexander
10. Second 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
11. Reading of Resolution 14-21, a resolution to grant authority to the Mayor or his designee to make application for a grant to benefit the Police Department – Mayor Alexander
12. Reading of Resolution 14-22, a resolution to annex certain property located described as Map 59, a portion of Parcel 200 on Clovercroft Road – Mayor Alexander
13. Reading of Resolution 14-23, a resolution to annex certain property described as Map 59, Parcel 12, located on Clovercroft Road – Mayor Alexander
14. Reading of Resolution 14-24, a resolution to enter into an agreement with Neel Shaffer to perform survey and preliminary work within the Historic District – Mayor Alexander
15. Discussion of regulating the discharging of fireworks within the Town limits
16. Other
17. Adjourn

Town of Nolensville
Board of Mayor and Aldermen Meeting
Date: July 10, 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 Tommy Dugger, 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 50 citizens present.

Alderman Patrick led the prayer and pledge.

Mayor Alexander addressed the Alderman vacancy recently created by Mrs. Beth Lothers. After discussion Alderman Felts nominated Mr. Tommy Dugger to fill the vacancy, Alderman Snyder seconded. The vote was taken and Alderman Tommy Dugger's nomination was approved unanimously.

Citizens Input:

Mr. A.B. Hicklen, 2410 Rocky Fork Road, has concerns pertaining to the proposed development on Rocky Fork Road. He questioned blasting regulations and noted that his property markers had been removed.

Mrs. Lynda Moses, 2330 Rock Springs Road, shares concerns with the blasting of the new development planned on Rocky Fork Road, in addition to the traffic.

Alderman Patrick read a letter from Ms. Krista Pierson, 9706-B Clovercroft Road. This letter addressed developments within Nolensville, specifically addressing density and lot sizes.

Alderman Snyder made a motion to approve the minutes from the regular monthly board meeting on June 5, 2014, Alderman Felts seconded. Alderman Dugger recused himself from the vote. The vote was taken and passed by majority with Mayor Alexander, Aldermen Felts, Patrick and Snyder for approval, Alderman Dugger recused.

Mayor Alexander made a motion to approve May 2014 Treasurers Report, Alderman Patrick seconded, and the report was approved unanimously.

COMMITTEE REPORTS:

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

- Summerlyn Preliminary Plat Phase I was approved

Town Engineer Don Swartz reported for the Engineering Department

- There was no update or report at this time

Volunteer Fire Department's Chief Chris Bastin had to exit to respond to a call, therefore there was no report at this time.

Chief Troy Huffines reported for the Police Department

- Went over distributed written statistics noting a 38% annual increase from June 2013 to June 2013
- Currently working on congestion issues in the town
- In process of hiring an officer

Public Works Director Bryan Howell reported for the Public Works Department

- A sinkhole has been repaired by the County on Norfolk Court
- Public Works building construction continuing on Newsome Lane
- Working on broken storm drain on Dobson Branch Trail
- County is reviewing base failure on west bound lane of Clovercroft Road

Historic District member Betty Friedlander reported for the Historic District Commission

- Feed Mill lattice work request was approved, with a gazebo request deferred

Alderman Snyder reported for the Town Events Committee

- Fireworks display and event was a huge success

Co-Chair Kelly Crummitt reported for the Trees and Trails Committee

- Ms. Crummitt introduced herself noting she would be Co-chairing this Committee
- She advised she would report at BOMA meetings and Co-Chair Joyce Powers would attend and report at Planning Commission
- Continuing to work on grant projects

Public hearing opened at 7:34 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.

Ms. Jackie Hicklen, 2408 Rocky Fork Road, inquired about the traffic study. Engineer Swartz answered by noting a traffic impact analyzer had been performed and a left turn lane will be created.

Mr. Eugene Hardiman, a resident of Smyrna although a property owner of the proposed development on Rocky Fork Road. He went over the history of various properties he had owned and their impact.

The public hearing closed at 7:40.

Public hearing on the Plan of Service for the Annexation of Property Map 59, Parcel 200 (portion) located on Clovercroft and Sam Donald Roads opened at 7:41. With no comments the public hearing closed at 7:42.

Public hearing on the Plan of Service for the Annexation of Property Map 59, Parcel 12, located on Clovercroft Road opened at 7:42. With there being no comments the public hearing closed at 7:43.

Mayor Alexander made a motion to approve 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), Alderman Snyder seconded. The vote was taken and passed unanimously on second reading.

Mayor Alexander made a motion to approve first reading of Ordinance 14-13, an ordinance to rescind Ordinance 14-07 as it pertains to annexing certain property located on Clovercroft Road, Alderman Felts seconded. The vote was taken and passed unanimously.

Mayor Alexander made a motion to approved Resolution 14-18, a resolution to convey and dedicate certain property to the Town of Nolensville from C.K. Development, Alderman Dugger seconded. The vote was taken and passed unanimously.

Mayor Alexander made a motion to approve reading of Resolution 14-19, a resolution approving a position profile for a Town Administrator, Alderman Patrick seconded. The vote was taken and passed unanimously.

Mayor Alexander made a motion to approve reading of Resolution 14-20, a resolution to enter into an agreement with Williamson County for GIS Services, Alderman Snyder seconded. The vote was taken and passed unanimously.

Other:

Mayor Alexander advised the Board that the Town ended with 235 residential permits for year ending June 30, 2014.

Alderman Dugger thanked the Board for the opportunity to serve.

The meeting was adjourned at 7:51 p.m.

Respectfully submitted,

Cindy Lancaster
Town Recorder

Approved,

Jimmy Alexander
Mayor

**TOWN OF NOLENSVILLE
BEER BOARD MEETING
DATE: JULY10, 2014, TIME 6:30 P.M.
NOLENSVILLE TOWN HALL
7218 NOLENSVILLE ROAD**

Mayor Jimmy Alexander opened the meeting at 6:30 p.m. Members present were Mayor Alexander, Aldermen Larry Felts, Jason Patrick and Brian Snyder. Staff present: Counsel Robert Notestine and Finance Clerk Kim Hardison. Town Recorder Cindy Lancaster was not present due to a medical procedure. There were four citizens present.

The Mayor led the pledge.

The first agenda item was the application of Mr. Falsta who submitted an application for an on premise beer permit at 7045 Nolensville Road. The applicant said he had an off-premise permit and that he has owned the business for which he is seeking an on-premises permit for about one year. He said another man helps to operate the restaurant.

The Mayor discussed receipts submitted by the applicant and questioned what the receipts showed. The Mayor said they looked like cash register receipts or tapes. Alderman Patrick said they appear to show cash, credit card, and checks that count as income. He also mentioned it appears to show income before and after sales tax. Alderman Felts clarified that food sales were included.

Alderman Patrick stated that the receipts were not clear on the actual sales description, to specifically indicate food. He suggested quarterly sales tax returns so the food numbers could be verified.

Mayor Alexander suggested that this matter be deferred or continued until more data was made available to the Town. The applicant agreed to defer the application indefinitely until he can provide more financial information.

The meeting was adjourned at 7:50 p.m.

Respectfully submitted:

Cindy Lancaster
Town Recorder

Approved:

Jimmy Alexander
Mayor

Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
110-410-41000	0.00	\$ 1,253.06	\$ 286,325.00	\$ 351,100.44	(22.62%)
110-410-41140	0.00	253.39	1,200.00	1,809.38	(50.78%)
110-410-42300	0.00	52.47	175.00	384.48	(119.70%)
110-410-42500	0.00	26,120.19	290,000.00	310,555.28	(7.09%)
110-410-42540	0.00	6,329.89	52,000.00	55,252.13	(6.25%)
110-410-42550	0.00	6,013.79	15,000.00	39,094.88	(160.63%)
110-410-42670	0.00	2,431.90	46,000.00	56,340.37	(22.48%)
110-410-42680	0.00	0.00	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	33,970.31	400,000.00	417,089.55	(4.27%)
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	666.00	6,800.00	7,627.78	(12.17%)
110-410-44370	0.00	999.76	12,000.00	11,998.52	0.01%
110-410-44500	0.00	16,262.47	65,000.00	65,435.89	(0.67%)
110-410-44610	0.00	4.50	20.00	89.85	(349.25%)
110-410-45505	0.00	0.00	8.00	8.00	0.00%
110-410-45600	0.00	1,383.42	14,000.00	15,448.34	(10.35%)
110-410-45650	0.00	0.00	3,221.00	3,220.50	0.02%
110-410-45670	0.00	10.00	2,981.00	5,292.98	(77.56%)
110-410-45675	0.00	2,700.00	18,000.00	23,319.00	(29.55%)
110-410-45695	0.00	0.00	600.00	0.00	100.00%
110-410-45697	0.00	2,400.00	8,000.00	9,980.00	(24.75%)
Total GENERAL GOVERNMENT Revenues	0.00	100,851.15	1,360,439.00	1,512,955.11	(11.21%)
ENGINEERING Revenues					
110-420-43010	0.00	14,628.24	290,000.00	391,952.25	(35.16%)
110-420-43011	0.00	570.25	7,000.00	6,382.75	8.82%
110-420-43012	0.00	350.00	3,750.00	4,650.00	(24.00%)
110-420-43015	0.00	51.50	314.00	661.50	(110.67%)
110-420-43030	0.00	770.00	15,470.00	22,442.00	(45.07%)
110-420-43035	0.00	1,500.00	16,600.00	21,400.00	(28.92%)
110-420-43040	0.00	1,350.00	25,500.00	29,300.00	(14.90%)
110-420-43050	0.00	0.00	6,000.00	7,000.00	(16.67%)
110-420-43060	0.00	1,614.00	13,500.00	18,253.40	(35.21%)
110-420-43080	0.00	400.00	4,000.00	5,530.00	(38.25%)
110-420-43090	0.00	(600.00)	50.00	750.00	(1400.00%)
110-420-43095	0.00	2,975.00	8,476.00	20,910.60	(146.70%)
110-420-43100	0.00	2,010.00	2,000.00	6,175.00	(208.75%)
110-420-43120	0.00	25.00	580.00	680.00	(17.24%)
110-420-43130	0.00	0.00	75.00	100.00	(33.33%)
110-420-44513	0.00	683.28	11,628.00	16,734.56	(43.92%)
110-420-45645	0.00	32.00	481.00	626.00	(30.15%)
Total ENGINEERING Revenues	0.00	26,359.27	405,424.00	553,548.06	(36.54%)

Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
POLICE Revenues					
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	342.47	3,000.00	4,062.90	(35.43%)
110-430-47000 COURT COSTS	0.00	6,936.60	110,000.00	124,901.66	(13.55%)
Total POLICE Revenues	0.00	7,279.07	127,378.00	134,142.27	(5.31%)
Total GENERAL FUND Revenues	0.00 \$	134,489.49 \$	1,893,241.00 \$\$	2,200,645.44	(16.24%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
110-410-51100 SALARIES	0.00 \$	12,262.84 \$	155,792.00 \$\$	155,150.09	0.41%
110-410-51130 OVERTIME SALARIES	0.00	0.00	1,937.00	391.74	79.78%
110-410-51400 EMPLOYER CONTRIBUTIONS	0.00	938.09	12,066.29	10,372.61	14.04%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	0.00	2,063.28	24,775.00	24,474.15	1.21%
110-410-51430 EMPLOYEE RETIREMENT PLAN	0.00	307.36	4,027.00	4,088.54	(1.53%)
110-410-51470 UNEMPLOYMENT INSURANCE	0.00	16.57	432.00	421.16	2.51%
110-410-52000 CONTRACTUAL SERVICES	0.00	148.75	4,785.00	4,785.00	0.00%
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	0.00	2,000.00	1,301.40	34.93%
110-410-52350 MEMBERSHIPS REGISTRATION FEES	0.00	100.00	6,300.00	6,818.73	(8.23%)
110-410-52400 CELLULAR TELEPHONE	0.00	114.80	2,040.00	1,582.77	22.41%
110-410-52410 ELECTRIC	0.00	2,667.73	35,000.00	35,550.77	(1.57%)
110-410-52420 WATER	0.00	106.04	1,500.00	1,324.11	11.73%
110-410-52440 GAS	0.00	38.57	500.00	463.73	7.25%
110-410-52450 TELEPHONE AND OTHER	0.00	1,090.10	13,100.00	13,047.31	0.40%
110-410-52500 PROFESSIONAL SERVICES	0.00	2,200.00	68,175.00	68,242.54	(0.10%)
110-410-52600 REPAIR AND MAINTENANCE SERVICES	0.00	7,931.32	28,000.00	29,163.85	(4.16%)
110-410-52800 TRAVEL	0.00	1,024.62	5,200.00	5,955.25	(14.52%)
110-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00	518.97	4,000.00	4,030.79	(0.77%)
110-410-53200 JANITORIAL SUPPLIES	0.00	0.00	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	28.63	7,500.00	7,059.23	5.88%
110-410-55900 50% STATE MIXED DRINK TAX	0.00	333.00	3,400.00	3,763.89	(10.70%)
110-410-57710 TREES N TRAILS	0.00	0.00	400.00	361.54	9.62%
110-410-57720 ECONOMIC DEVELOPMENT	0.00	3,842.00	8,000.00	3,970.00	50.38%
110-410-57730 HISTORIC AND BEAUTIFICATION	0.00	450.00	3,765.00	1,714.03	54.47%
110-410-57740 TOURISM	0.00	0.00	990.00	990.00	0.00%
110-410-57760 TOWN EVENTS	0.00	3,033.00	21,800.00	21,800.60	0.00%
110-410-57880 OTHER BOMA/EMPLOYEE SERVICE	0.00	86.81	4,500.00	4,490.17	0.22%
110-410-59000 CAPITAL OUTLAY	0.00	0.00	900.00	900.00	0.00%
Total GENERAL GOVERNMENT Expenditures	0.00	39,302.48	433,106.29	424,374.60	2.02%
ENGINEERING Expenditures					
110-420-51100 SALARIES	0.00	5,794.26	75,550.00	75,550.38	0.00%
110-420-51400 EMPLOYER CONTRIBUTIONS	0.00	443.26	5,780.00	5,779.59	0.01%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	0.00	727.76	8,298.00	8,398.05	(1.21%)

Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2014-12 Ending June 30, 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	3,314.22	0.83%
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	0.00	540.00	409.96	24.08%
110-420-52540 ARCHITECTURAL AND ENGINEERING	0.00	2,355.00	8,000.00	11,033.54	(37.92%)
110-420-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	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%
Total ENGINEERING Expenditures	0.00	9,575.22	114,523.00	112,007.52	2.20%
PLANNING Expenditures					
110-425-51100 SALARIES	0.00	5,789.99	76,284.00	76,470.48	(0.24%)
110-425-51400 EMPLOYER CONTRIBUTIONS	0.00	442.93	5,836.00	5,850.02	(0.24%)
110-425-51420 HOSPITAL AND HEALTH INSURANCE	0.00	705.12	8,229.00	8,229.01	0.00%
110-425-51430 EMPLOYEE RETIREMENT PLAN	0.00	216.80	2,828.00	2,818.40	0.34%
110-425-51470 UNEMPLOYMENT INSURANCE	0.00	10.36	216.00	226.90	(5.05%)
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	47.74	550.00	409.60	25.53%
110-425-52350 MEMBERSHIPS REGISTRATION FEES	0.00	260.00	1,500.00	1,070.00	28.67%
110-425-52540 ARCHITECTURAL AND ENGINEERING	0.00	187.50	33,000.00	187.50	99.43%
110-425-52570 PLANNING AND ZONING SERVICES	0.00	0.00	134.00	134.00	0.00%
110-425-52800 TRAVEL	0.00	45.08	1,200.00	866.48	27.79%
110-425-53100 OFFICE SUPPLIES AND MATERIALS	0.00	22.75	1,600.00	1,320.17	17.49%
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	32.00	481.00	626.00	(30.15%)
Total PLANNING Expenditures	0.00	7,760.27	135,133.00	101,497.57	24.89%
CODES Expenditures					
110-428-51100 SALARIES	0.00	4,134.20	29,234.00	32,647.42	(11.68%)
110-428-51130 OVERTIME SALARIES	0.00	0.00	10.00	5.69	43.10%
110-428-51400 EMPLOYER CONTRIBUTIONS	0.00	316.28	2,237.00	2,497.98	(11.67%)
110-428-51420 HOSPITAL AND HEALTH INSURANCE	0.00	707.76	8,258.00	8,258.05	0.00%
110-428-51430 EMPLOYEE RETIREMENT PLAN	0.00	95.93	1,462.00	1,254.88	14.17%
110-428-51470 UNEMPLOYMENT INSURANCE	0.00	23.44	108.00	154.88	(43.41%)
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	0.00	1,700.00	1,739.19	(2.31%)
110-428-53100 OFFICE SUPPLIES AND MATERIALS	0.00	22.75	800.00	799.57	0.05%
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%
Total CODES Expenditures	0.00	5,300.36	80,616.00	79,115.79	1.86%
POLICE Expenditures					
110-430-51100 SALARIES	0.00	21,679.08	300,670.00	288,296.77	4.12%

Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-430-51130 OVERTIME SALARIES	0.00	105.36	8,618.97	603.26	93.00%
110-430-51360 POLICE CLOTHING/UNIFORMS	0.00	95.00	5,000.00	3,389.66	32.21%
110-430-51400 EMPLOYER CONTRIBUTIONS	0.00	1,666.50	23,661.00	22,100.79	6.59%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	0.00	4,263.31	66,726.00	63,229.30	5.24%
110-430-51430 EMPLOYEE RETIREMENT PLAN	0.00	831.73	11,678.00	10,874.11	6.88%
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	0.00	5,000.00	4,832.27	3.35%
110-430-52400 CELLULAR TELEPHONE	0.00	40.01	800.00	480.20	39.98%
110-430-52450 TELEPHONE AND OTHER	0.00	195.65	2,352.00	2,347.80	0.18%
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	84.48	1,800.00	1,713.79	4.79%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	0.00	116.92	8,200.00	7,600.97	7.31%
110-430-53100 OFFICE SUPPLIES AND MATERIALS	0.00	8.23	3,000.00	2,960.39	1.32%
110-430-53290 OTHER OPERATING SUPPLIES	0.00	0.00	2,000.00	854.20	57.29%
110-430-53310 VEHICLE GAS	0.00	1,856.44	25,000.00	23,652.43	5.39%
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	0.00	13,180.00	13,232.38	(0.40%)
110-430-59000 CAPITAL OUTLAY	0.00	4,043.50	31,500.00	28,926.07	8.17%
110-430-59450 COMMUNICATION EQUIPMENT	0.00	0.00	6,368.00	5,618.51	11.77%
Total POLICE Expenditures	0.00	34,986.21	538,964.97	504,029.82	6.48%
FIRE Expenditures					
110-440-52000 CONTRACTUAL SERVICES	0.00	10,833.26	130,000.00	130,000.00	0.00%
Total FIRE Expenditures	0.00	10,833.26	130,000.00	130,000.00	0.00%
STREET Expenditures					
110-450-51100 SALARIES	0.00	7,146.28	89,147.00	87,997.72	1.29%
110-450-51130 OVERTIME SALARIES	0.00	0.00	250.00	37.06	85.18%
110-450-51350 PUBLIC WORKS UNIFORMS	0.00	190.10	200.00	190.10	4.95%
110-450-51400 EMPLOYER CONTRIBUTIONS	0.00	546.69	6,820.00	6,734.52	1.25%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	0.00	712.05	10,317.00	10,317.27	0.00%
110-450-51430 EMPLOYEE RETIREMENT PLAN	0.00	165.72	2,459.00	2,232.03	9.23%
110-450-51470 UNEMPLOYMENT INSURANCE	0.00	16.33	432.00	371.33	14.04%
110-450-52310 PUBLICATION OF LEGAL NOTICES	0.00	172.00	0.00	344.00	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	21.32	1,000.00	592.49	40.75%
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	263.89	500.00	310.86	37.83%
110-450-53310 VEHICLE GAS	0.00	630.27	9,000.00	6,786.84	24.59%
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	0.00	1,962.00	2,015.09	(2.71%)
110-450-59000 CAPITAL OUTLAY	0.00	11,115.90	24,000.00	19,250.90	19.79%
Total STREET Expenditures	0.00	20,980.55	151,436.00	142,374.52	5.98%

Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total GENERAL FUND Expenditures	0.00 \$	128,738.35 \$	1,583,779.26 \$\$	1,493,399.82	5.71%
GENERAL FUND Excess of Revenues Over Expenditures \$	0.00	5,751.14 \$	309,461.74 \$	707,245.62 \$	(128.54%)

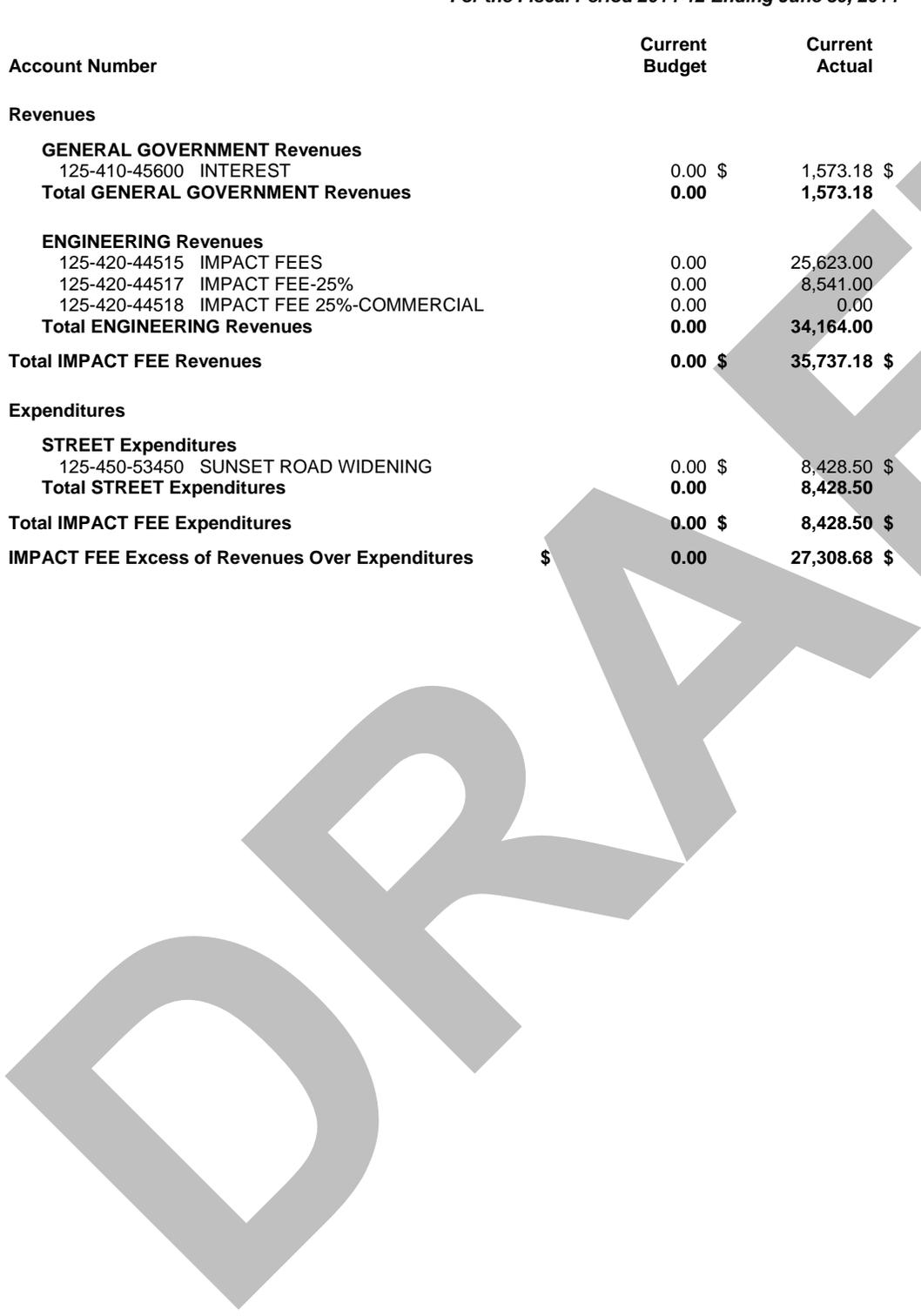
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Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For STATE STREET FUND (120)
 For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
STREET Revenues					
120-450-44350 STATE HIGHWAY AND STREET FUNDS	0.00 \$	2,761.92 \$	32,000.00 \$\$	30,965.99	3.23%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	0.00	9,017.28	105,422.00	103,931.16	1.41%
120-450-44400 STATE 1989 INCREASE	0.00	1,488.10	17,010.00	16,684.24	1.92%
120-450-45600 INTEREST	0.00	117.76	3,800.00	3,706.25	2.47%
Total STREET Revenues	0.00	13,385.06	158,232.00	155,287.64	1.86%
Total STATE STREET FUND Revenues	0.00 \$	13,385.06 \$	158,232.00 \$\$	155,287.64	1.86%
Expenditures					
STREET Expenditures					
120-450-52470 STREET LIGHTING (ELECTRIC AND	0.00 \$	350.25 \$	4,300.00 \$\$	4,222.07	1.81%
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	8.56	3,000.00	1,620.15	46.00%
120-450-52680 REPAIR AND MAINTENANCE ROADS	0.00	1,114.09	540,000.00	415,794.21	23.00%
120-450-53420 SIGN PARTS AND SUPPLIES	0.00	0.00	1,000.00	356.84	64.32%
120-450-59320 DRAINAGE IMPROVEMENT	0.00	0.00	1,420.00	1,420.00	0.00%
Total STREET Expenditures	0.00	1,472.90	549,720.00	423,417.01	22.98%
Total STATE STREET FUND Expenditures	0.00 \$	1,472.90 \$	549,720.00 \$\$	423,417.01	22.98%
STATE STREET FUND Excess of Revenues Over	\$ 0.00	11,912.16 \$	(391,488.00) \$	(268,129.37) \$	31.51%

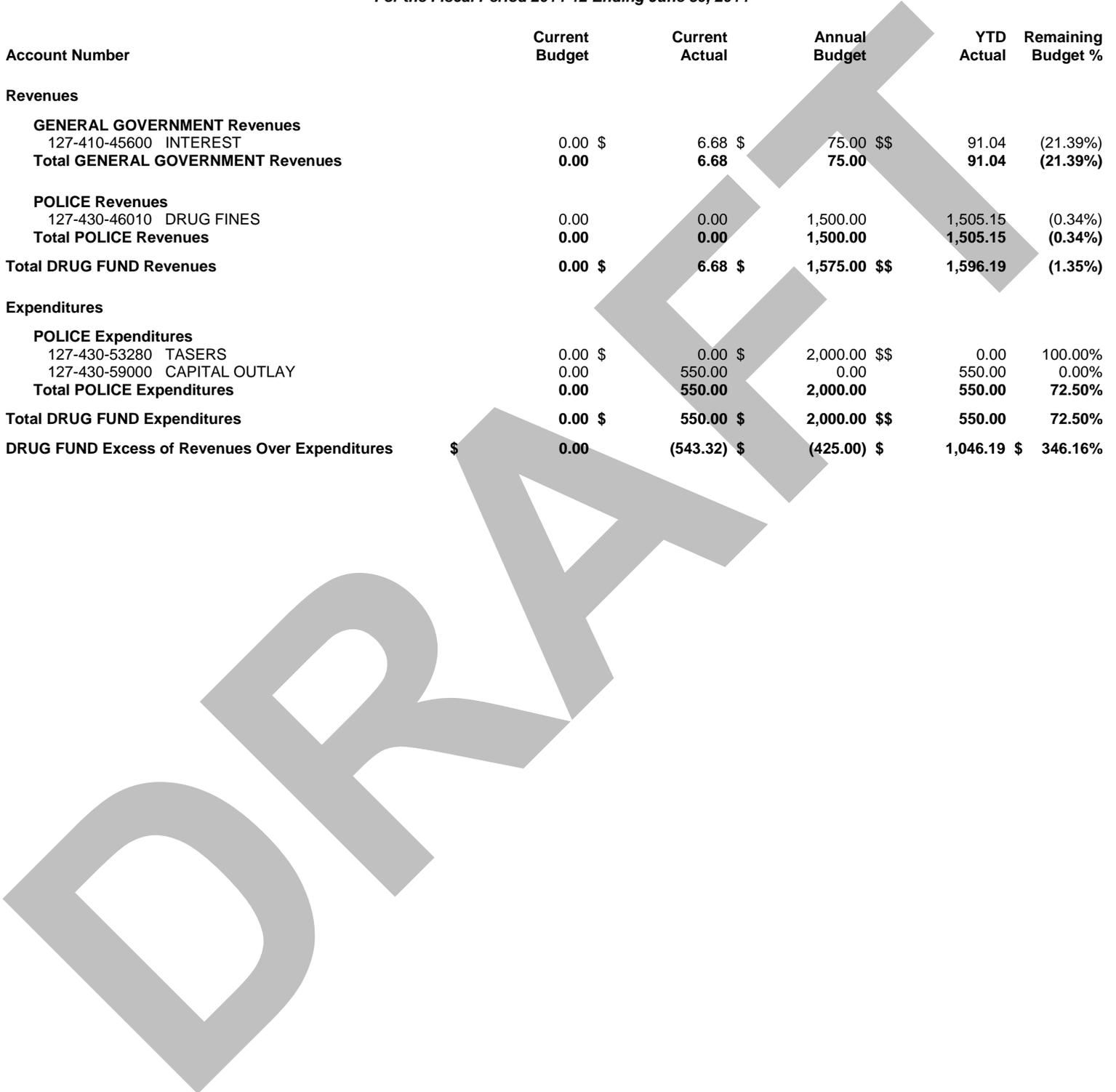
Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For IMPACT FEE (125)
 For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
125-410-45600 INTEREST	0.00 \$	1,573.18 \$	16,000.00 \$\$	18,369.59	(14.81%)
Total GENERAL GOVERNMENT Revenues	0.00	1,573.18	16,000.00	18,369.59	(14.81%)
ENGINEERING Revenues					
125-420-44515 IMPACT FEES	0.00	25,623.00	436,918.00	631,252.65	(44.48%)
125-420-44517 IMPACT FEE-25%	0.00	8,541.00	152,283.00	204,828.99	(34.51%)
125-420-44518 IMPACT FEE 25%-COMMERCIAL	0.00	0.00	0.00	5,589.55	0.00%
Total ENGINEERING Revenues	0.00	34,164.00	589,201.00	841,671.19	(42.85%)
Total IMPACT FEE Revenues	0.00 \$	35,737.18 \$	605,201.00 \$\$	860,040.78	(42.11%)
Expenditures					
STREET Expenditures					
125-450-53450 SUNSET ROAD WIDENING	0.00 \$	8,428.50 \$	250,000.00 \$\$	57,468.99	77.01%
Total STREET Expenditures	0.00	8,428.50	250,000.00	57,468.99	77.01%
Total IMPACT FEE Expenditures	0.00 \$	8,428.50 \$	250,000.00 \$\$	57,468.99	77.01%
IMPACT FEE Excess of Revenues Over Expenditures	\$ 0.00	27,308.68 \$	355,201.00 \$	802,571.79 \$	(125.95%)



Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For DRUG FUND (127)
 For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
127-410-45600 INTEREST	0.00 \$	6.68 \$	75.00 \$\$	91.04	(21.39%)
Total GENERAL GOVERNMENT Revenues	0.00	6.68	75.00	91.04	(21.39%)
POLICE Revenues					
127-430-46010 DRUG FINES	0.00	0.00	1,500.00	1,505.15	(0.34%)
Total POLICE Revenues	0.00	0.00	1,500.00	1,505.15	(0.34%)
Total DRUG FUND Revenues	0.00 \$	6.68 \$	1,575.00 \$\$	1,596.19	(1.35%)
Expenditures					
POLICE Expenditures					
127-430-53280 TASERS	0.00 \$	0.00 \$	2,000.00 \$\$	0.00	100.00%
127-430-59000 CAPITAL OUTLAY	0.00	550.00	0.00	550.00	0.00%
Total POLICE Expenditures	0.00	550.00	2,000.00	550.00	72.50%
Total DRUG FUND Expenditures	0.00 \$	550.00 \$	2,000.00 \$\$	550.00	72.50%
DRUG FUND Excess of Revenues Over Expenditures	\$ 0.00	(543.32) \$	(425.00) \$	1,046.19 \$	346.16%



Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For ADEQUATE FACILITIES TAX (130)
 For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
130-410-45600 INTEREST	0.00 \$	1,702.75 \$	20,000.00 \$\$	22,400.02	(12.00%)
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%
Total GENERAL GOVERNMENT Revenues	0.00	1,702.75	(253,785.15)	1,664,143.11	755.73%
ENGINEERING Revenues					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	0.00	27,962.00	599,524.00	753,392.00	(25.67%)
Total ENGINEERING Revenues	0.00	27,962.00	599,524.00	753,392.00	(25.67%)
Total ADEQUATE FACILITIES TAX Revenues	0.00 \$	29,664.75 \$	345,738.85 \$\$	2,417,535.11	(599.24%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
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%
130-410-59113 RECREATION CENTER STRUCTURE	0.00	2,967.21	133,000.00	2,178,788.06	(1538.19%)
130-410-59200 BUILDINGS-PUBLIC WORKS	0.00	59,157.01	78,000.00	77,156.08	1.08%
Total GENERAL GOVERNMENT Expenditures	0.00	62,124.22	258,404.85	2,303,348.99	(791.37%)
Total ADEQUATE FACILITIES TAX Expenditures	0.00 \$	62,124.22 \$	258,404.85 \$\$	2,303,348.99	(791.37%)
ADEQUATE FACILITIES TAX Excess of Revenues Over	\$ 0.00	(32,459.47) \$	87,334.00 \$	114,186.12 \$	(30.75%)



Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am

Revised Budget
For WILLIAMSON COUNTY 30% TAX (135)
For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
135-410-44525 WILLIAMSON COUNTY 30% SCHOOL TAX	0.00 \$	7,213.71 \$	80,000.00 \$\$	96,321.72	(20.40%)
135-410-45600 INTEREST	0.00	168.00	2,000.00	2,233.08	(11.65%)
Total GENERAL GOVERNMENT Revenues	0.00	7,381.71	82,000.00	98,554.80	(20.19%)
Total WILLIAMSON COUNTY 30% TAX Revenues	0.00 \$	7,381.71 \$	82,000.00 \$\$	98,554.80	(20.19%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
135-410-59111 TRANSPROTATION ENHANCEMENT	0.00 \$	3,605.00 \$	87,210.00 \$\$	40,915.00	53.08%
Total GENERAL GOVERNMENT Expenditures	0.00	3,605.00	87,210.00	40,915.00	53.08%
Total WILLIAMSON COUNTY 30% TAX Expenditures	0.00 \$	3,605.00 \$	87,210.00 \$\$	40,915.00	53.08%
WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$	0.00	3,776.71 \$	(5,210.00) \$	57,639.80 \$	1206.33%

Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget
 For DEBT SERVICE (140)
 For the Fiscal Period 2014-12 Ending June 30, 2014

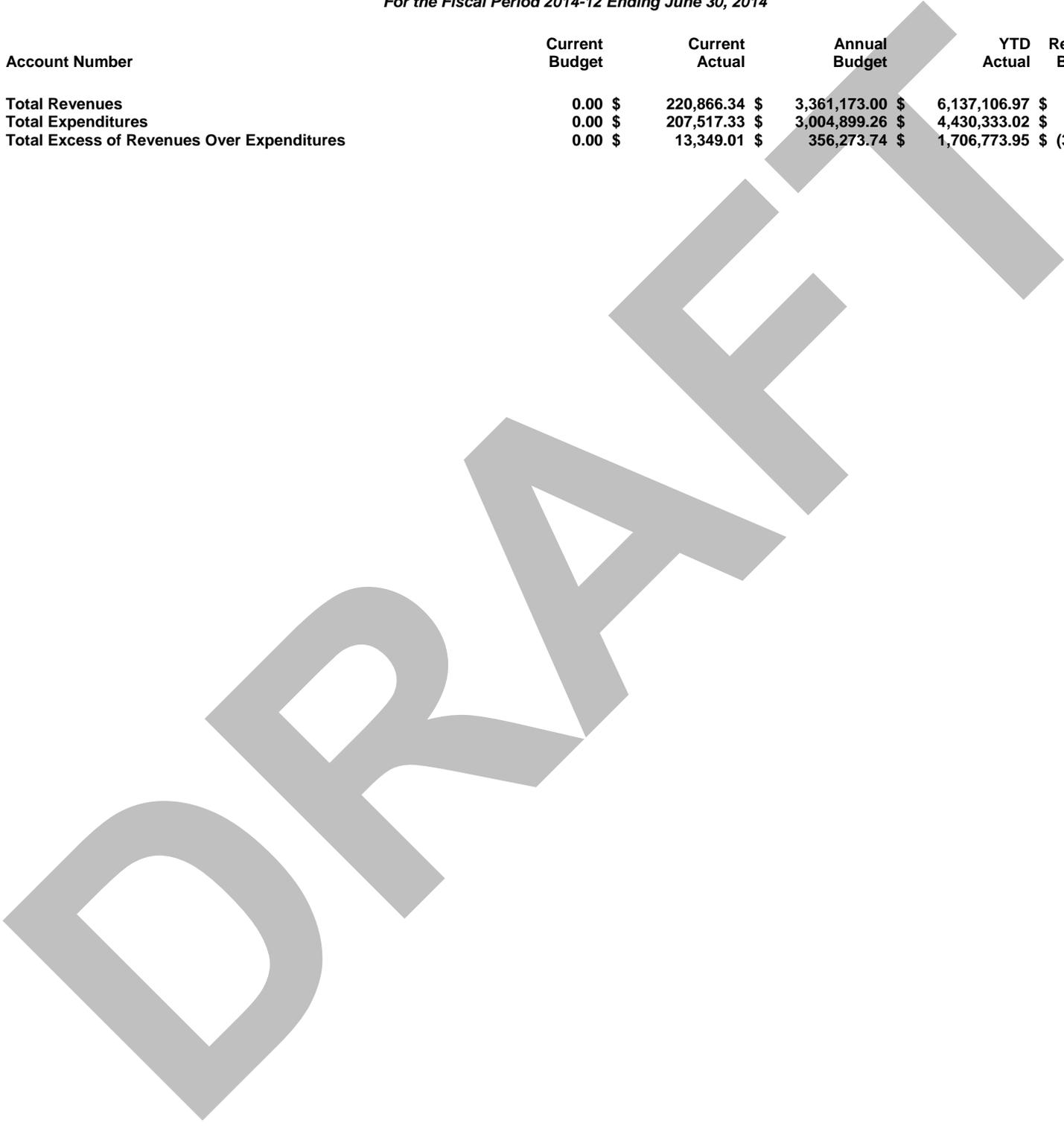
Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
140-410-45600 INTEREST	0.00 \$	201.47 \$	1,400.00 \$\$	1,838.10	(31.29%)
140-410-45660 OPERATING TRANSFERS	0.00	0.00	273,785.15	401,608.91	(46.69%)
Total GENERAL GOVERNMENT Revenues	0.00	201.47	275,185.15	403,447.01	(46.61%)
Total DEBT SERVICE Revenues	0.00 \$	201.47 \$	275,185.15 \$\$	403,447.01	(46.61%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
140-410-55350 DEBT SERVICE	0.00 \$	2,598.36 \$	273,785.15 \$\$	111,233.21	59.37%
Total GENERAL GOVERNMENT Expenditures	0.00	2,598.36	273,785.15	111,233.21	59.37%
Total DEBT SERVICE Expenditures	0.00 \$	2,598.36 \$	273,785.15 \$\$	111,233.21	59.37%
DEBT SERVICE Excess of Revenues Over Expenditures	\$ 0.00	(2,396.89) \$	1,400.00 \$	292,213.80	\$(20772.41%)

DRAFT

Town of Nolensville
Statement of Revenue and Expenditures 8/1/2014 11:26am
 Revised Budget

For the Fiscal Period 2014-12 Ending June 30, 2014

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	0.00 \$	220,866.34 \$	3,361,173.00 \$	6,137,106.97 \$	(82.59%)
Total Expenditures	0.00 \$	207,517.33 \$	3,004,899.26 \$	4,430,333.02 \$	(47.44%)
Total Excess of Revenues Over Expenditures	0.00 \$	13,349.01 \$	356,273.74 \$	1,706,773.95 \$	(379.06%)



TOWN OF NOLENSVILLE
Post Office Box 547
Nolensville, Tennessee 37135

RESOLUTION 14-21

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE TO MAKE APPLICATION FOR A JUSTICE ASSISTANCE GRANT (JAG), U.S. DEPARTMENT OF JUSTICE, ADMINISTERED THROUGH TENNESSEE DEPARTMENT OF FINANCE AND ADMINISTRATION

WHEREAS, the Town of Nolensville Board of Mayor and Aldermen recognizes that it is appropriate and beneficial for the Town and its departments to apply for and receive grants from state and federal agencies; and,

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has created and operates the JAG Program for local units of government which maintain and operate law enforcement departments; and,

WHEREAS, the Office of Criminal Justice Programs in the Tennessee Department of Finance and Administration has been designated as the state agency responsible for administering the JAG Formula Program in Tennessee; and,

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, has announced that it is taking applications for grant funding for FY 2014/2015; and

WHEREAS, the grant is a seventy-five/twenty-five percent match funding grant; and,

WHEREAS, if received, the proceeds of the JAG Program is intended to fund the acquisition and/or replacement of equipment useful in and beneficial to law enforcement activities with emphasis placed upon software to organize and implement a system that is mandatory by the state for evidence collected and retrieved in criminal arrests and investigations by the Nolensville Police Department; and,

WHEREAS, preliminary pricing of software has been obtained with estimates not exceeding \$28,000, resulting in the Town of Nolensville committing no more than \$7,000 funding; and,

WHEREAS, the Town of Nolensville Police Department seeks to apply for grant funding from the U.S. Department of Justice, Office of Justice Programs.

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

Section 1: The Mayor and/or Chief of Police is authorized to execute, by and through the Nolensville Police Department and to submit an application for grant funding to the U.S. Department of Justice, Office of Justice Programs, JAG Program with the purpose and intent of obtaining and securing grant funding from the said program.

Section 2: In the event the Town of Nolensville and/or its Police Department is or are successful in obtaining funding from the U.S. Department of Justice, Office of Justice Programs, the Mayor and/or his designee shall be and is/are hereby authorized to execute such agreements

as the U.S. Department of Justice, Office of Justice Programs, deems necessary and appropriate in order to receive such grant funding, not to exceed a total cost of \$28,000.

RESOLVED, this 7th day of August 2014.

Jimmy Alexander, Mayor

Cindy Lancaster, Town Recorder

Passed: _____

DRAFT

TOWN OF NOLENSVILLE
P.O. Box 547
Nolensville, Tennessee 37135

RESOLUTION #14-22

A RESOLUTION BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE TO ANNEX CERTAIN PROPERTIES ALONG CLOVERCROFT ROAD AND SAM DONALD ROAD INTO THE TOWN OF NOLENSVILLE, TENNESSEE, AT THE REQUEST OF PROPERTY OWNERS

WHEREAS, the owners of the property described below have requested by notarized petition that the Town of Nolensville, Tennessee, annex the following properties into the corporate limits of the Town of Nolensville:

Map 59, portion of Parcel 200, of the Williamson County Tax maps as shown in proposed Plan of Services in Exhibit A, includes approximately 150 acres, and includes the Right of Way of Sam Donald Road abutting Parcel 200 and Parcel 900; and,

WHEREAS, the Town of Nolensville Planning Commission voted on March 11, 2014 to forward this request for annexation and a proposed Plan of Services for the above referenced property to the Nolensville Board of Mayor and Aldermen; and,

WHEREAS, this request for annexation is in accordance with the State of Tennessee Public Chapter No. 707, allowing such annexation with the written consent of the property owners by resolution of the Board of Mayor and Aldermen, and;

WHEREAS, the Board of Mayor and Aldermen has held a public hearing on this resolution for annexation, including the Plan of Services for annexing this property referenced above on July 3, 2014;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee, hereby approves the annexation of the aforementioned properties and illustrated in Exhibits A and B.

RESOLVED this 7th day of August 2014.

Jimmy Alexander, Mayor

Passed: _____

Cindy Lancaster, Town Recorder

Exhibit A

July 7, 2014

EMAIL

Mr. Henry Laird
Planning Director
Town of Nolensville
7240 Nolensville Road, Suite 102
Nolensville, TN 37135

Subject: Petition for Annexation of approximately 150 acres of land (Scales property) into the Town of Nolensville

Dear Mr. Laird,

As owners of the above referenced property, Rayford B. Scales, does hereby petition for approximately 150 acres of land, identified as a portion of Parcel 02 of Map 59 of the Williamson County tax records, be granted annexation into the Town of Nolensville. A survey of the property, with legal description, will be provided at the appropriate time.

We appreciate the consideration of this petition.

Sincerely,

Rayford B. Scales



(STATE OF KENTUCKY,
LOGAN COUNTY)

Personally appeared before me, Mary Ellen Darden, a Notary Public in and for said County and State, personally appeared Rayford Scales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by his/her signature(s) that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Pusselville, Kentucky, this 7th day of July, 2014.

My commission expires 4-26-15.

Mary Ellen Darden
Notary Public

June 25, 2014

EMAIL

Mr. Henry Laird
Planning Director
Town of Nolensville
7240 Nolensville Road, Suite 102
Nolensville, TN 37135

Subject: Petition for Annexation of approximately 150 acres of land (Scales property) into the Town of Nolensville

Dear Mr. Laird,

As owners of the above referenced property, Larry D. Scales, Eric R. Scales, and Phyllis Scales Sanford, do hereby petition for approximately 150 acres of land, identified as a portion of Parcel 02 of Map 59 of the Williamson County tax records, be granted annexation into the Town of Nolensville. A survey of the property, with legal description, will be provided at the appropriate time.

We appreciate the consideration of this petition.

Sincerely,

Larry D. Scales

Larry D. Scales

Eric R. Scales

Eric R. Scales

Phyllis Scales Sanford

Phyllis Scales Sanford

(STATE OF TENNESSEE,
WILLIAMSON COUNTY)

Personally appeared before me, Thomas Rassa, a Notary Public in and for said County and State, personally appeared LARRY Scales, ERIC Scales, Phyllis Scales Sanford, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by his/her signature(s) that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this 3rd day of July, 2014.

My commission expires 3/6/18.

Thomas Rassa



Exhibit B

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.

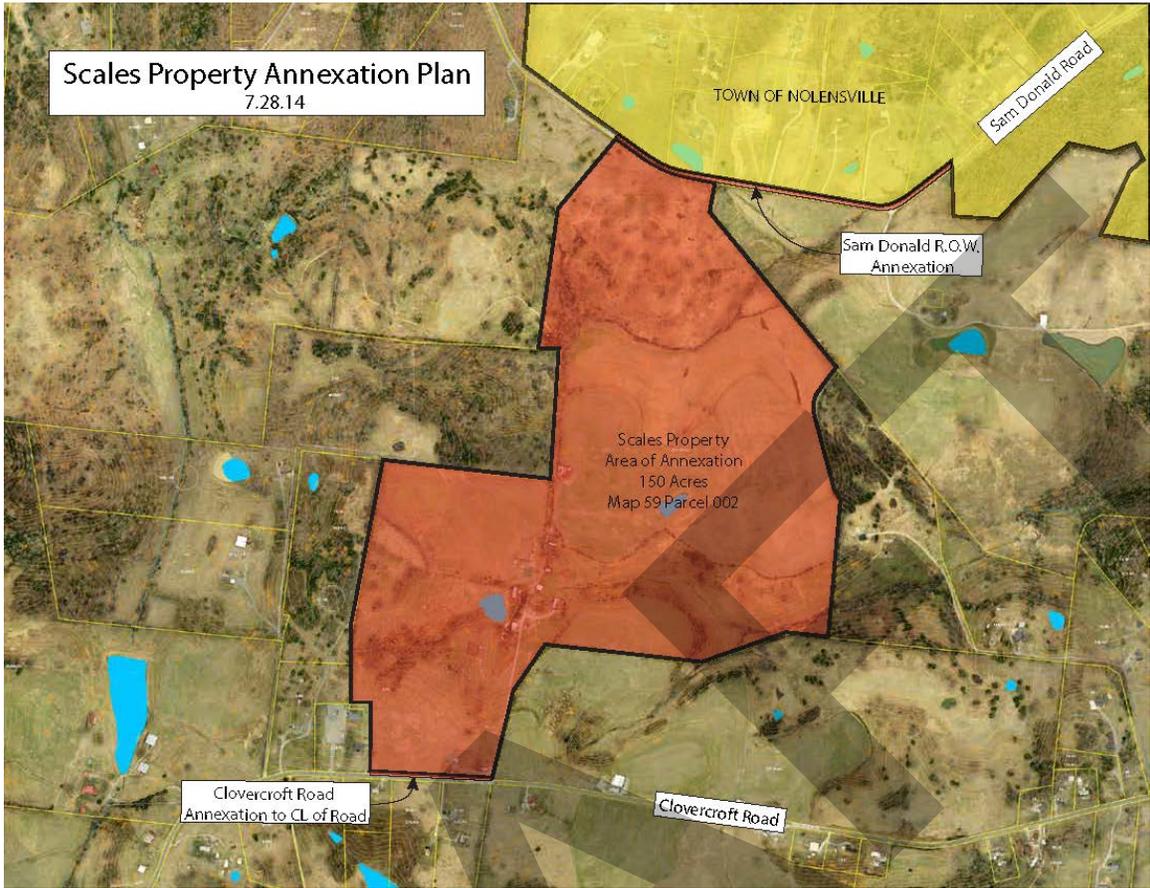
XVI. Street Lighting

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

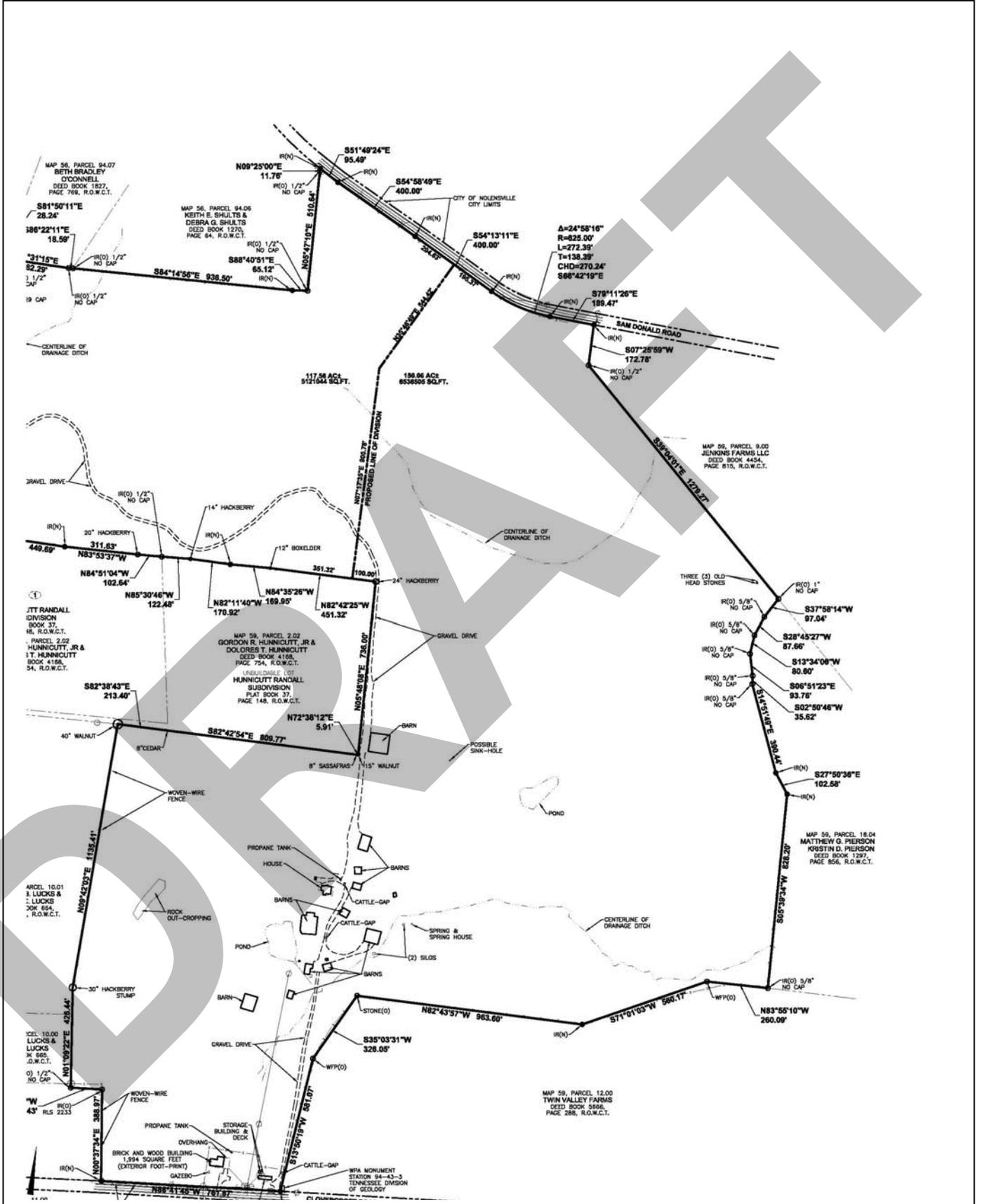
SECRETARY ROBERT HAINES

DRAFT



DRAFT

Exhibit C



TOWN OF NOLENSVILLE
P.O. Box 547
Nolensville, Tennessee 37135

RESOLUTION #14-23

**A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE
TOWN OF NOLENSVILLE TO ANNEX CERTAIN PROPERTIES ALONG
CLOVERCROFT ROAD AND RELATED RIGHT-OF-WAY INTO THE TOWN
OF NOLENSVILLE, TENNESSEE, AT THE REQUEST OF PROPERTY
OWNERS**

WHEREAS, the owners of the property described below have requested by notarized petition that the Town of Nolensville, Tennessee, annex the following properties into the corporate limits of the Town of Nolensville:

Map 59, Parcel 12, of the Williamson County Tax maps as shown in Exhibit A, includes approximately 81 acres, and includes the Northern half of the Right of Way of Clovercroft Road; and,

WHEREAS, the Town of Nolensville Planning Commission voted on April 8, 2014 to forward this request for annexation and a proposed Plan of Services for the above referenced property to the Nolensville Board of Mayor and Aldermen; and,

WHEREAS, this request for annexation is in accordance with the State of Tennessee Public Chapter No. 707, allowing such annexation with the written consent of the property owners by resolution of the Board of Mayor and Aldermen, and;

WHEREAS, the Board of Mayor and Aldermen has held a public hearing on this resolution for annexation, including the Plan of Services for annexing this property referenced above on July 3, 2014;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee, hereby approves the annexation of the aforementioned properties and illustrated in Exhibit B.

RESOLVED this 7th day of August 2014.

Jimmy Alexander, Mayor

Cindy Lancaster, Town Recorder

Passed: _____

Exhibit A

RECEIVED JUL 14 2014

June 25, 2014

EMAIL

Mr. Henry Laird
Planning Director
Town of Nolensville
7240 Nolensville Road, Suite 102
Nolensville, TN 37135

Subject: Petition for Annexation of approximately 81 acres of land (Scales property) into the Town of Nolensville.

Dear Mr. Laird,

As owners of the above referenced property, Twin Valley Farms Trust, does hereby petition for approximately 81 acres of land, identified as a portion of Parcel 12 of Map 59 of the Williamson County tax records, be granted annexation into the Town of Nolensville. A survey of the property, with legal description, will be provided at the appropriate time.

We appreciate the consideration of this petition.

Sincerely,

Tobey Scales

Tobey Scales

Bernice Perry

Bernice Perry

Tony Scales

Tony Scales

Linda Bills

Linda Bills

Estate of T. Alfred Scales
Executrix

Deanna Scales

Executrix, Estate of T. Alfred Scales

(STATE OF TENNESSEE,
WILLIAMSON COUNTY)

Personally appeared before me, Wendy R Duke, a Notary Public in and for said County and State, personally appeared Toby Scates, Tony Scates, Deanna Scates, Bernice Perry & Linda Bills personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me by his/her signature(s) that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nolensville, Tennessee, this 1st day of July, 20 14.

My commission expires 01/15/2017.

Wendy R Duke



Exhibit B

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF NOLENSVILLE RECOMMENDING THE ADOPTION OF A PLAN OF SERVICE FOR THE ANNEXATION OF MAP 059, PARCEL 12 AND CERTAIN RIGHT-OF-WAY ON NORTH SIDE OF CENTERLINE OF CLOVERCROFT ROAD ABUTTING SAID PARCEL 12; WILLIAMSON COUNTY TAX MAPS BY THE TOWN OF NOLENSVILLE, TENNESSEE

WHEREAS, the area to be annexed by this ordinance is near the Urban Growth Area of the Town of Nolensville, Tennessee, and that the property owners have requested that this area be annexed by the Town Of Nolensville as provided in Tennessee Code Annotated 6-51-105 by referendum of the qualified voters who reside in the territory proposed for annexation described as follows:

A portion of the Scales property referred to as Map 059, Parcel 12, and including R-O-W of Northern half of Clovercroft abutting the said Parcel 12, Map 059, Parcel 00200, 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 passage of an annexation ordinance; 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 81 (more or less) acres 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, and any developer of the

property will be responsible for obtaining necessary water services from either Nolensville/College Grove Utility District 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 sanitary sewer 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, or parts thereof, 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 subject property shall be zoned SR – Suburban Residential for single-family housing with a maximum density of 1.4 dwelling units per acre and the zoning map will be amended as of the effective date of the ordinance approving this annexation.

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

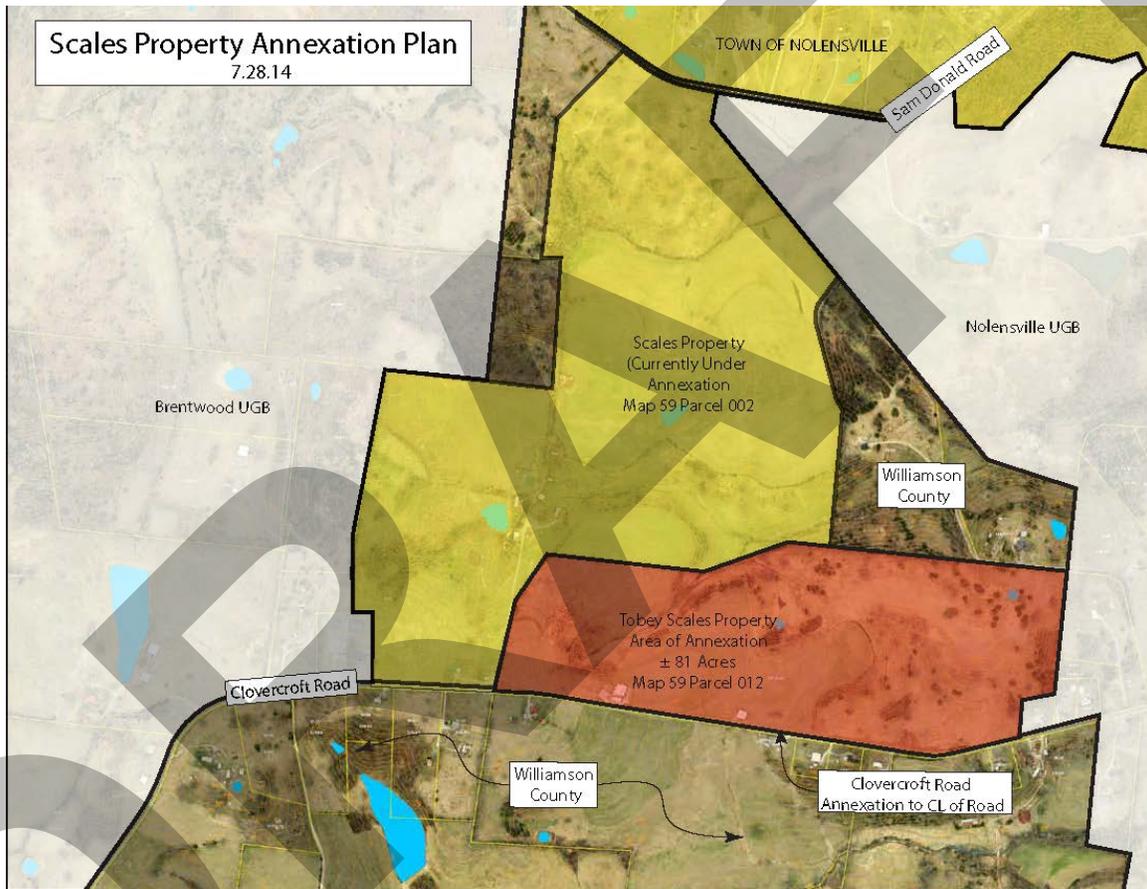
The Town currently does not provide refuse service for existing residents and therefore cannot extend these services to the newly annexed areas. Property owners will continue to utilize private hauling services.

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

SECRETARY ROBERT HAINES



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

Resolution 14-24

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH NEEL SCHAFER TO
PERFORM SURVEY AND PRELIMINARY WORK WITHIN THE HISTORIC
DISTRICT**

WHEREAS, the Town of Nolensville desires to obtain cost on future development within the downtown Historic District; and,

WHEREAS, surveys are required for preliminary engineering services to develop potential infrastructure improvements; and,

WHEREAS, Neel Schaffer is able and qualified to perform these duties; 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 Neel Schaffer to provide survey and preliminary engineering services and other duties as outlined in the attached agreement.

Section 2. The area will include, but not limited to locations generally along Nolensville Road bounded to the north by the bridge over Mill Creek; to the south by Nolensville Park/Old Clovercroft Road; the east by Mill Creek and to the west by a tributary of Mill Creek and Sam Donald Road.

Section 3. These services will not exceed \$30,000.

Section 4. The said agreement is attached and is made part of this resolution by this reference.

Resolved this 7th day of August 2014,

Jimmy Alexander, Mayor

Cindy Lancaster, Town Recorder

Date

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other, nor is the relationship a fiduciary relationship between Engineer and Client. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's

services, or any defect or nonconformance in the work of any construction contractor.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more

EXHIBIT A
GENERAL TERMS AND CONDITIONS

than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21, "Risk Allocation" of this Agreement.

Client waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Engineer for any claim or action arising out of Engineer's scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical

EXHIBIT A
GENERAL TERMS AND CONDITIONS

conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part

of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments, the Engineer, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges, without recourse to the Client for loss or damage caused by such suspension. The Client further waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

EXHIBIT A
GENERAL TERMS AND CONDITIONS

28. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement:

1.) Shall be litigated in no other venue other than the Circuit Court of Madison County, Mississippi, or the United States District Court which includes within its geographical Division, Madison County, Mississippi; and

2.) Shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.

29. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

30. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

31. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

32. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

33. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

34. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.

35. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between them, unless Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.