

**AGENDA**  
**TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN**  
**THURSDAY, JANUARY 9<sup>th</sup>, 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 December 5<sup>th</sup>, 2013
5. Approval of Beer Board Minutes for Beer Board Meeting December 5<sup>th</sup>, 2013
6. Treasurer's Report – November 2013
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 13-12, an ordinance to annex certain territory east of current corporate boundaries located on Kidd Road known as the Holt and Stockmaster properties and to incorporate within the corporate boundaries – Mayor Alexander
9. Public hearing of Ordinance 13-13, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property from Suburban Residential (SR) to Public Institutional (PI) – Mayor Alexander
10. Second reading of Ordinance 13-12, an ordinance to annex certain territory east of current corporate boundaries located on Kidd Road known as the Holt and Stockmaster properties and to incorporate within the corporate boundaries – Mayor Alexander
11. First reading of Ordinance 14-01, an ordinance to annex certain territory east of the current corporate boundaries located on Rocky Fork Road and to incorporate same within the corporate boundaries – Mayor Alexander
12. First reading of Ordinance 14-02, 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
13. Reading of Resolution 14-01, a resolution to grant authority to the Mayor to enter into an agreement with the Nolensville Volunteer Fire Department – Mayor Alexander
14. Reading of Resolution 14-02, a resolution to grant authority to the Mayor to enter into interlocal agreements and a promissory note with Williamson County for the renovation of the future Williamson County Recreation facility located in Nolensville town limits – Mayor Alexander
15. Reading of Resolution 14-03 a resolution to grant authority to the Mayor to enter into an interlocal agreement as it pertains to the use of the Williamson County 30% School Adequate Facilities Tax - Mayor Alexander
16. Reading of Resolution 14-04, a resolution adopting a Social Media and Internet posting policy – Mayor Alexander
17. Other
18. Adjourn

Town of Nolensville  
Board of Mayor and Aldermen Meeting  
Date: December 5, 2013, Time 7:00 p.m.  
Nolensville Town Hall, 7218 Nolensville Road

Mayor Jimmy Alexander opened the meeting at 7:10 p.m. Members present were Mayor Alexander, Aldermen Larry Felts, Jason Patrick and Brian Snyder. Alderman Beth Lothers was absent. Staff present: Counsel Robert Notestine, Engineer Don Swartz, Planner Henry Laird, Public Works Director Bryan Howell and Recorder Cindy Lancaster. There were 22 citizens present.

Alderman Patrick led the prayer and pledge.

Citizens Input:

Dr. James Clark, 921 Oldham Drive, inquired about proposed soccer fields behind the Brittain Plaza property on Nolensville Road. Mayor Alexander stated the fields were suggested sometime ago, although they were never approved or conditionally approved. They were only discussed.

Mayor Alexander made a motion to approve the minutes from the regular monthly meeting of November 7, 2013, Alderman Snyder seconded and the minutes were approved by majority with Alderman Patrick recusing himself.

Mayor Alexander made a motion to approve October 2013 Treasurers Report, Alderman Felts seconded, the report was approved unanimously.

COMMITTEE REPORTS:

Town Planner Laird reported for the Planning Commission in Chair Rick Owens absence

- Site Plans for Sonic and Farmers Insurance were approved
- Kidd Road annexation Plan of Service (Holt and Stockmaster property) was approved
- Final Plat Phase 6 of Bennington was approved
- Bent Creek amendment to Master Concept Plan and final PUD Plan of Phase 15 was approved
- The bond report was approved unanimously with revisions

Town Engineer Don Swartz reported for the Engineering Department

- Traffic control device at Sunset/Nolensville Road is being repaired for timing issues
- Luminaires and street lights have been ordered
- Rogers Group is performing base failure roadway repairs

Chief Chris Bastin reported for the Nolensville Volunteer Fire Department

- Written statistic data was distributed
- Life emergencies are being handled differently when a 911 call is placed

Interim Chief David Hazlett reported for the Police Department

- Written statistics were distributed
- Officer Kent Jacobs returned to work on Monday, December 2<sup>nd</sup>

Public Works Director Bryan Howell reported for the Public Works Department

- Tree lighting was successful and thanked Kim Hardison, Hal and Cindy Lancaster
- After a roof inspection, four small repairs are needed

Betty Friedlander reported for Historic Commission

- With there being no meeting there is no report

Alderman Snyder reported for the Town Events Committee in Chair Allan Baxter's absence

- Thanked everyone for their hard work on the Veterans Day Parade

Joyce Powers reported for the Trees and Trails Committee in Alderman Lothers absence

- Transportation Alternatives Program (TAP) Grant was submitted November 1<sup>st</sup>
- Multimodal Grant abstract was submitted November 1<sup>st</sup>, with main documents submitted on November 22<sup>nd</sup>
- Nolensville's application is one of two that has gone to the state level for approval
- Additional information will be accepted until December 22<sup>nd</sup>
- SRTS Grant for Nolensville and non-infrastructure Safety Educational Grant for Williamson County Schools are underway and due January 15<sup>th</sup>
- Referencing citizens comments it was noted Brittain Plaza property owners have always been receptive to trails on that property

Mayor Alexander made a motion to approve on first reading Ordinance 13-11, an ordinance to amend Title 15, Chapter 6, Town of Nolensville Municipal Code as it pertains to multi-way stop control, Alderman Snyder seconded. The vote was taken and passed unanimously.

Mayor Alexander made a motion to approve first reading of Ordinance 13-12, an ordinance to annex certain territory east of current corporate boundaries located on Kidd Road known as the Holt and Stockmaster properties, Alderman Felts seconded and this was approved unanimously.

Mayor Alexander made a motion to approve first reading of Ordinance 13-13, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property from Suburban Residential (SR) to Public Institutional (PI), Alderman Patrick seconded. It was noted that this property on Nolensville Park Road and Newsome Lane was recently purchased by the Town to be used by the Public Works Department. The vote was taken and was approved unanimously.

Mayor Alexander made a motion to approve first reading of Ordinance 13-14, an ordinance to supplement and define the provisions of Section 6-4-101 of the Municipal Charter pertaining to

duties of a Town Administrator, Alderman Patrick seconded. Alderman Patrick made a motion to amend this ordinance as follows:

On page 1, in first paragraph, Town to amend(,) supplement and define (correction is comma after amend); in Section 1-301(c) in first bullet point replace the word fire with terminate; in the fifth bullet point change the word affect to affective; in Section 1-301 (d) the bolded title shall read Interact Effectively instead of Effective; in Section 1-301 (d) bullet point number six the sentence shall read, “Seek innovative solutions to problems while implementing (not implementation and remove of) of Town regulations and goals.”; Section 2, under Appointment of Town Administrator sentence number four the word practice should read practice(s), not practice; In Section 4, the first sentence shall read, “Neither the Board of Mayor and (not or) Aldermen nor any of its members shall direct or request the hiring of any person to,”; In Section 7, under section Probationary Period The fourth line down shall read, “During said probationary period, all duties as are provided in Section 1-203(c) (should be 1-301(c)) of the NMC shall be subject to approval of the Mayor.”; The following sentence shall read, “This shall not be construed to deny or deprive BOMA (remove BOMA and replace with Board of Mayor and Aldermen) of any oversight of the Town Administrator or of any responsibilities as provided above.”; An additional sentence will be inserted to Section 7, and shall read, “This section shall expire at the end of the current Mayor’s term which ends on December 31, 2014.”

Mayor Alexander seconded. The amendment was approved unanimously. The vote was then taken as amended and passed unanimously.

Mayor Alexander made a motion to approve reading of Resolution 13-25, a resolution to grant authority to the Town to contribute to the three schools residing within the town limits, Alderman Snyder seconded. The vote was taken and passed unanimously.

Other:

Mayor Alexander reported that a meeting was held with Doug Hood and other county staff pertaining to the Recreation Center. The Mayor was told that people will be swimming in the pool in June or July. The recent bid opening reflected slightly higher amounts than were anticipated. The overall increase would be \$650,000. The Town’s cost will be \$325,000, with \$204,000 contingencies being a part of that number.

Mayor Alexander asked for a vote by acclamation to approve this amount so that the project can move forward. The vote was taken and approved unanimously by acclamation.

Mayor Alexander noted that 180 new residential permits have been issued in this calendar year.

The meeting was adjourned at 8:22 p.m.

Respectfully submitted,

Approved,

Cindy Lancaster

Jimmy Alexander

Town Recorder

Mayor

**DRAFT**

Town of Nolensville  
Nolensville Beer Board Meeting  
Date: December 5, 2013, Time 6:45 p.m.  
Nolensville Town Hall, 7218 Nolensville Road

Mayor Jimmy Alexander opened the meeting at 6:50 p.m. Members present were Mayor Alexander, Aldermen Larry Felts, Beth Lothers, Jason Patrick and Brian Snyder. Staff present: Counsel Robert Notestine, Engineer Don Swartz and Recorder Cindy Lancaster. Four citizens were in attendance.

On premise beer permit applicant, Mrs. Soyoung Park, owner of Yung Sushi and Asian Cuisine located at 7715 Nolensville Road, Suite 110, was in attendance.

Mrs. Park advised the Board that her husband and co-owner Mr. Hyun Jae Yu would manage the restaurant.

Several questions were asked by the Board with one being what age can alcohol be served to a customer. Mrs. Park replied that she thought it was 20 years of age.

Alderman Lothers made a motion to defer the application until next month so that the manager Mr. Yu can attend, Alderman Felts seconded. The vote was taken and passed unanimously.

There being no further business, Mayor Alexander adjourned the meeting at 6:58 p.m.

Respectfully submitted,

Cindy Lancaster  
Town Recorder

Approved,

Jimmy Alexander  
Mayor

**Town of Nolensville  
Cash on Hand Report  
As of November 30, 2013**

<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%	\$150,628.96	
Legal Fund	Peoples State Bank of Commerce	0.81%	\$3,272.87	
Growth Fund	Peoples State Bank of Commerce	0.81%	\$86,126.44	
Local Investment	State of Tennessee	0.09%	\$3,759.30	
Checking	Peoples State Bank of Commerce	0.81%	\$13,504.67	
Savings	Peoples State Bank of Commerce	0.81%	\$1,299,593.94	
			<b>General Fund Total</b>	<b>\$1,556,886.18</b>
<b>Facilities Tax:</b>				
Checking	Peoples State Bank of Commerce	0.00%	\$2,779.28	
Money Market	Peoples State Bank of Commerce	0.85%	\$2,221,375.08	
Capital Funds	Peoples State Bank of Commerce	0.81%	\$36,567.17	
			<b>Facilities Tax Total</b>	<b>\$2,260,721.53</b>
<b>Impact Fee:</b>				
Impact Checking	Peoples State Bank of Commerce	0.00%	\$1,641.43	
Impact Base	Peoples State Bank of Commerce	0.81%	\$1,782,010.24	
Impact 25%	Peoples State Bank of Commerce	0.81%	\$81,928.50	
			<b>Impact Fee Total</b>	<b>\$1,865,580.17</b>
<b>Drug Fund:</b>				
Drug Fund	Peoples State Bank of Commerce	1.25%	\$9,556.23	
			<b>Drug Fund Total</b>	<b>\$9,556.23</b>
<b>State Street Aid:</b>				
Local Investment	State of Tennessee	0.09%	\$5,581.65	
Checking	Peoples State Bank of Commerce	0.00%	\$1,212.66	
Savings	Peoples State Bank of Commerce	0.81%	\$524,142.61	
			<b>State Street Aid Total</b>	<b>\$530,936.92</b>
<b>County School:</b>				
County 30%-Checking	Peoples State Bank of Commerce	0.00%	\$0.00	
County 30%-Save	Peoples State Bank of Commerce	0.81%	\$241,731.27	
			<b>County School Fund Total</b>	<b>\$241,731.27</b>
<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%	\$271,636.60	
			<b>Debt Service Fund Total</b>	<b>\$271,636.60</b>
			<b>Total Cash On Hand</b>	<b><u>\$6,737,048.90</u></b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>GENERAL GOVERNMENT Revenues</b>					
110-410-41000 PROPERTY TAXES CURRENT	0.00	15,713.00	286,325.00	53,650.39	81.26%
110-410-41140 PROPERTY TAXES PRIOR YEARS	0.00	212.48	4,000.00	730.73	81.73%
110-410-42300 INTEREST AND PENALTY ON PROP TAX	0.00	25.50	500.00	107.89	78.42%
110-410-42500 LOCAL OPTION SALES TAX	0.00	27,977.91	230,000.00	127,006.92	44.78%
110-410-42540 WHOLESALE BEER TAX	0.00	4,892.04	45,000.00	24,072.45	46.51%
110-410-42670 NATURAL GAS FRANCHISE TAX	0.00	3,198.13	35,000.00	11,808.14	66.26%
110-410-42680 CABLE TV FRANCHISE TAX	0.00	20,661.44	73,000.00	41,696.02	42.88%
110-410-42910 BEER LICENSES	0.00	250.00	1,200.00	500.00	58.33%
110-410-42920 LIQUOR LICENSES	0.00	0.00	0.00	2,520.00	0.00%
110-410-44310 STATE SALES TAX	0.00	33,874.36	400,000.00	171,868.42	57.03%
110-410-44320 STATE INCOME TAX	0.00	0.00	20,000.00	43,588.80	(117.94%)
110-410-44330 STATE BEER TAX	0.00	0.00	2,900.00	1,472.77	49.21%
110-410-44340 STATE ALCOHOLIC BEVERAGE TAX	0.00	549.50	3,800.00	2,854.50	24.88%
110-410-44370 STATE CITY STREETS AND	0.00	999.84	12,000.00	5,000.19	58.33%
110-410-44500 GROSS RECEIPTS TVA	0.00	16,256.38	65,000.00	16,441.66	74.71%
110-410-44610 GENERAL SERVICES	0.00	0.00	50.00	11.85	76.30%
110-410-45600 INTEREST	0.00	1,010.15	3,000.00	6,889.80	(129.66%)
110-410-45650 SALE OF TOWN EQUIPMENT	0.00	0.00	0.00	3,020.50	0.00%
110-410-45670 MISCELLANEOUS REVENUES	0.00	0.00	0.00	268.42	0.00%
110-410-45675 DEDICATED DONATIONS/SMALL	0.00	270.00	18,000.00	11,219.00	37.67%
110-410-45680 POLICE GRANTS & DONATIONS	0.00	0.00	0.00	104.55	0.00%
110-410-45695 MTTG GRANT	0.00	0.00	600.00	0.00	100.00%
110-410-45696 WCCVB GRANT	0.00	0.00	2,500.00	0.00	100.00%
110-410-45697 ECONOMIC DEVELOPMENT	0.00	0.00	2,500.00	0.00	100.00%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>125,890.73</b>	<b>1,205,375.00</b>	<b>524,833.00</b>	<b>56.46%</b>
<b>ENGINEERING Revenues</b>					
110-420-43010 BUILDING AND RELATED PERMITS	0.00	14,115.28	187,150.70	174,357.81	6.84%
110-420-43011 DECK PERMITS	0.00	385.00	9,000.00	4,022.38	55.31%
110-420-43012 REINSPECTION FEE	0.00	500.00	3,750.00	1,950.00	48.00%
110-420-43015 SWIMMING POOL PERMIT	0.00	314.37	0.00	314.37	0.00%
110-420-43030 PLUMBING PERMITS	0.00	1,118.00	9,790.00	10,639.00	(8.67%)
110-420-43035 SPRINKLER PERMIT	0.00	1,200.00	11,000.00	8,900.00	19.09%
110-420-43040 EROSION CONTROL PERMIT	0.00	1,350.00	16,500.00	13,800.00	16.36%
110-420-43050 BOND/BOND PENALTY	0.00	0.00	7,000.00	4,000.00	42.86%
110-420-43060 MECHANICAL/ GAS PERMIT	0.00	2,279.00	6,600.00	8,467.40	(28.29%)
110-420-43080 EXCAVATING PERMITS	0.00	0.00	4,500.00	1,680.00	62.67%
110-420-43090 ZONING PERMITS	0.00	0.00	1,500.00	50.00	96.67%
110-420-43095 SITE PLANS AND PLATS	0.00	1,715.30	5,000.00	6,591.30	(31.83%)
110-420-43100 OTHER RELATED PERMITS	0.00	200.00	2,000.00	1,065.00	46.75%
110-420-43120 SIGN PERMITS	0.00	25.00	425.00	280.00	34.12%
110-420-43130 SOLICITATION PERMITS	0.00	50.00	75.00	50.00	33.33%
110-420-44513 IMPACT FEE ADMINISTRATION	0.00	683.28	6,406.00	6,331.50	1.16%
110-420-45645 ENGINEERING REIMBURSEMENTS	0.00	32.00	300.00	244.00	18.67%
<b>Total ENGINEERING Revenues</b>	<b>0.00</b>	<b>23,967.23</b>	<b>270,996.70</b>	<b>242,742.76</b>	<b>10.43%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>POLICE Revenues</b>					
110-430-45680 POLICE GRANTS & DONATIONS	0.00	105.16	9,200.00	105.16	98.86%
110-430-46000 OFFICER COURT FEE	0.00	336.22	6,500.00	1,528.88	76.48%
110-430-47000 COURT COSTS	0.00	14,477.77	93,000.00	47,817.96	48.58%
<b>Total POLICE Revenues</b>	<b>0.00</b>	<b>14,919.15</b>	<b>108,700.00</b>	<b>49,452.00</b>	<b>54.51%</b>
<b>Total GENERAL FUND Revenues</b>	<b>0.00 \$</b>	<b>164,777.11 \$</b>	<b>1,585,071.70 \$\$</b>	<b>817,027.76</b>	<b>48.45%</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
110-410-51100 SALARIES	0.00 \$	12,130.40 \$	191,626.79 \$\$	63,474.79	66.88%
110-410-51130 OVERTIME SALARIES	0.00	0.00	1,937.00	164.45	91.51%
110-410-51400 EMPLOYER CONTRIBUTIONS	0.00	927.97	14,807.63	3,342.19	77.43%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	0.00	2,019.87	29,086.20	10,074.60	65.36%
110-410-51430 EMPLOYEE RETIREMENT PLAN	0.00	307.38	5,765.20	1,780.57	69.12%
110-410-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	675.00	0.00	100.00%
110-410-51650 COURT COSTS	0.00	0.00	594.00	0.00	100.00%
110-410-52000 CONTRACTUAL SERVICES	0.00	148.75	4,785.00	743.75	84.46%
110-410-52110 POSTAGE BOX RENT ETC	0.00	3.16	1,200.00	606.31	49.47%
110-410-52310 PUBLICATION OF LEGAL NOTICES	0.00	59.52	2,500.00	31.02	98.76%
110-410-52350 MEMBERSHIPS REGISTRATION FEES	0.00	50.00	5,909.00	4,516.73	23.56%
110-410-52400 CELLULAR TELEPHONE	0.00	149.90	2,040.00	669.39	67.19%
110-410-52410 ELECTRIC	0.00	2,623.30	35,000.00	12,294.03	64.87%
110-410-52420 WATER	0.00	102.56	3,600.00	593.30	83.52%
110-410-52440 GAS	0.00	41.35	450.00	197.34	56.15%
110-410-52450 TELEPHONE AND OTHER	0.00	1,097.72	13,000.00	5,430.77	58.22%
110-410-52500 PROFESSIONAL SERVICES	0.00	2,200.00	51,400.00	47,972.90	6.67%
110-410-52600 REPAIR AND MAINTENANCE SERVICES	0.00	978.96	16,795.00	11,235.18	33.10%
110-410-52800 TRAVEL	0.00	1,719.13	2,500.00	3,251.27	(30.05%)
110-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00	469.10	4,000.00	2,268.36	43.29%
110-410-53200 JANITORIAL SUPPLIES	0.00	54.74	750.00	231.70	69.11%
110-410-55100 LIABILITY INSURANCE	0.00	8,257.55	11,813.00	7,957.55	32.64%
110-410-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	873.81	0.00	100.00%
110-410-55300 RENT	0.00	1,536.00	1,408.00	1,536.00	(9.09%)
110-410-55510 TRUSTEE FEES	0.00	319.02	8,589.75	1,086.01	87.36%
110-410-55550 BANK SERVICE CHARGES	0.00	0.00	1,100.00	0.00	100.00%
110-410-55900 50% STATE MIXED DRINK TAX	0.00	274.75	1,900.00	1,377.25	27.51%
110-410-57300 MTTG GRANT	0.00	0.00	1,200.00	0.00	100.00%
110-410-57350 WCCVB GRANT	0.00	0.00	5,000.00	0.00	100.00%
110-410-57710 TREES N TRAILS	0.00	0.00	1,000.00	35.00	96.50%
110-410-57720 ECONOMIC DEVELOPMENT	0.00	0.00	2,500.00	0.00	100.00%
110-410-57740 TOURISM	0.00	0.00	900.00	0.00	100.00%
110-410-57760 TOWN EVENTS	0.00	198.37	21,800.00	6,549.55	69.96%
110-410-57880 OTHER BOMA/EMPLOYEE SERVICE	0.00	634.43	4,500.00	1,409.01	68.69%
110-410-59000 CAPITAL OUTLAY	0.00	0.00	900.00	0.00	100.00%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>0.00</b>	<b>36,303.93</b>	<b>451,905.38</b>	<b>188,829.02</b>	<b>58.21%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>ENGINEERING Expenditures</b>					
110-420-51100 SALARIES	0.00	5,794.26	75,325.29	31,868.43	57.69%
110-420-51400 EMPLOYER CONTRIBUTIONS	0.00	443.26	5,762.39	2,437.93	57.69%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	0.00	673.29	8,281.50	3,358.20	59.45%
110-420-51430 EMPLOYEE RETIREMENT PLAN	0.00	254.94	3,314.32	1,402.17	57.69%
110-420-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	135.00	0.00	100.00%
110-420-52110 POSTAGE BOX RENT ETC	0.00	0.00	50.00	23.00	54.00%
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	655.00	0.00	100.00%
110-420-52540 ARCHITECTURAL AND ENGINEERING	0.00	882.00	8,000.00	3,090.00	100.00%
110-420-52800 TRAVEL	0.00	0.00	100.00	0.00	100.00%
110-420-53100 OFFICE SUPPLIES AND MATERIALS	0.00	22.48	300.00	137.86	54.05%
110-420-55100 LIABILITY INSURANCE	0.00	2,824.55	2,501.00	2,704.55	(8.14%)
110-420-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	592.67	0.00	100.00%
110-420-57915 MS4	0.00	0.00	28,640.00	0.00	100.00%
<b>Total ENGINEERING Expenditures</b>	<b>0.00</b>	<b>10,894.78</b>	<b>134,407.17</b>	<b>45,022.14</b>	<b>66.50%</b>
<b>PLANNING Expenditures</b>					
110-425-51100 SALARIES	0.00	5,831.13	75,239.76	32,123.97	57.30%
110-425-51400 EMPLOYER CONTRIBUTIONS	0.00	446.08	5,755.85	2,457.50	57.30%
110-425-51420 HOSPITAL AND HEALTH INSURANCE	0.00	670.65	8,249.82	3,347.64	59.42%
110-425-51430 EMPLOYEE RETIREMENT PLAN	0.00	216.80	2,818.40	1,192.40	57.69%
110-425-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	270.00	47.05	82.57%
110-425-52110 POSTAGE BOX RENT ETC	0.00	0.00	100.00	37.05	62.95%
110-425-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	750.00	143.22	80.90%
110-425-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	1,795.00	245.00	86.35%
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	0.00	134.00	0.00%
110-425-52800 TRAVEL	0.00	0.00	3,000.00	717.85	76.07%
110-425-53100 OFFICE SUPPLIES AND MATERIALS	0.00	639.56	500.00	812.10	(62.42%)
110-425-55100 LIABILITY INSURANCE	0.00	2,824.55	2,501.00	2,704.55	(8.14%)
110-425-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	648.15	0.00	100.00%
110-425-57920 REIMBURSABLE ENGINEER SERVICE	0.00	32.00	300.00	207.00	31.00%
<b>Total PLANNING Expenditures</b>	<b>0.00</b>	<b>10,660.77</b>	<b>134,927.98</b>	<b>44,169.33</b>	<b>67.26%</b>
<b>CODES Expenditures</b>					
110-428-51100 SALARIES	0.00	2,194.91	67,417.00	11,837.56	82.44%
110-428-51130 OVERTIME SALARIES	0.00	0.00	0.00	4.64	0.00%
110-428-51400 EMPLOYER CONTRIBUTIONS	0.00	167.92	5,157.40	905.94	82.43%
110-428-51420 HOSPITAL AND HEALTH INSURANCE	0.00	673.29	16,562.90	3,358.20	79.72%
110-428-51430 EMPLOYEE RETIREMENT PLAN	0.00	96.57	2,966.35	521.04	82.43%
110-428-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	270.00	0.00	100.00%
110-428-52110 POSTAGE BOX RENT ETC	0.00	0.00	100.00	16.10	83.90%
110-428-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	710.00	25.00	96.48%
110-428-52500 PROFESSIONAL SERVICES	0.00	2,153.86	0.00	13,734.65	0.00%
110-428-52540 ARCHITECTURAL AND ENGINEERING	0.00	0.00	1,800.00	1,200.00	33.33%
110-428-52800 TRAVEL	0.00	0.00	800.00	0.00	100.00%
110-428-53100 OFFICE SUPPLIES AND MATERIALS	0.00	70.21	800.00	193.52	75.81%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-428-55100 LIABILITY INSURANCE	0.00	2,824.55	2,825.00	2,689.55	4.79%
110-428-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	612.47	0.00	100.00%
<b>Total CODES Expenditures</b>	<b>0.00</b>	<b>8,181.31</b>	<b>100,021.12</b>	<b>34,486.20</b>	<b>65.52%</b>
<b>POLICE Expenditures</b>					
110-430-51100 SALARIES	0.00	20,958.91	288,026.66	111,940.53	61.14%
110-430-51130 OVERTIME SALARIES	0.00	0.00	6,216.60	300.19	95.17%
110-430-51360 POLICE CLOTHING/UNIFORMS	0.00	297.25	3,500.00	2,643.12	24.48%
110-430-51400 EMPLOYER CONTRIBUTIONS	0.00	1,603.36	22,509.61	8,586.41	61.85%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	0.00	5,369.82	57,970.50	25,436.52	56.12%
110-430-51430 EMPLOYEE RETIREMENT PLAN	0.00	691.75	11,057.68	4,126.44	62.68%
110-430-51470 UNEMPLOYMENT INSURANCE	0.00	55.76	945.00	333.15	64.75%
110-430-52000 CONTRACTUAL SERVICES	0.00	0.00	8,000.00	4,000.00	50.00%
110-430-52110 POSTAGE BOX RENT ETC	0.00	10.64	100.00	41.14	58.86%
110-430-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	0.00	28.00	0.00%
110-430-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	2,000.00	0.00	100.00%
110-430-52355 TRAINING AND AMMUNITION	0.00	566.82	5,439.00	3,941.27	27.54%
110-430-52400 CELLULAR TELEPHONE	0.00	40.01	550.00	200.09	63.62%
110-430-52450 TELEPHONE AND OTHER	0.00	195.65	2,352.00	978.25	58.41%
110-430-52500 PROFESSIONAL SERVICES	0.00	0.00	700.00	845.00	(20.71%)
110-430-52600 REPAIR AND MAINTENANCE SERVICES	0.00	196.48	2,000.00	925.10	53.75%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	0.00	75.97	10,000.00	2,847.88	71.52%
110-430-52800 TRAVEL	0.00	0.00	250.00	0.00	100.00%
110-430-53100 OFFICE SUPPLIES AND MATERIALS	0.00	744.86	2,000.00	1,507.70	24.62%
110-430-53310 VEHICLE GAS	0.00	1,889.24	28,800.00	9,933.36	65.51%
110-430-55100 LIABILITY INSURANCE	0.00	13,345.53	14,778.00	12,715.53	13.96%
110-430-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	14,615.95	0.00	100.00%
110-430-57900 MISCELLANEOUS	0.00	(2,875.00)	0.00	(2,875.00)	0.00%
110-430-59000 CAPITAL OUTLAY	0.00	500.00	0.00	500.00	0.00%
110-430-59450 COMMUNICATION EQUIPMENT	0.00	0.00	5,000.00	4,968.00	0.64%
<b>Total POLICE Expenditures</b>	<b>0.00</b>	<b>43,667.05</b>	<b>486,811.00</b>	<b>193,922.68</b>	<b>60.16%</b>
<b>FIRE Expenditures</b>					
110-440-52000 CONTRACTUAL SERVICES	0.00	10,833.34	130,000.00	54,166.70	58.33%
<b>Total FIRE Expenditures</b>	<b>0.00</b>	<b>10,833.34</b>	<b>130,000.00</b>	<b>54,166.70</b>	<b>58.33%</b>
<b>STREET Expenditures</b>					
110-450-51100 SALARIES	0.00	6,966.11	95,127.60	38,345.19	59.69%
110-450-51130 OVERTIME SALARIES	0.00	0.00	750.00	37.06	95.06%
110-450-51350 PUBLIC WORKS UNIFORMS	0.00	0.00	200.00	0.00	100.00%
110-450-51400 EMPLOYER CONTRIBUTIONS	0.00	532.90	7,334.64	2,936.18	59.97%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	0.00	677.58	8,281.45	5,362.23	35.25%
110-450-51430 EMPLOYEE RETIREMENT PLAN	0.00	165.72	2,154.24	989.13	54.08%
110-450-51470 UNEMPLOYMENT INSURANCE	0.00	14.61	540.00	68.23	87.36%
110-450-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	500.00	184.00	63.20%
110-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00	0.00	300.00	14.99	95.00%
110-450-52610 REPAIR AND MAINTENANCE MOTOR	0.00	19.99	1,000.00	99.93	90.01%
110-450-52800 TRAVEL	0.00	0.00	250.00	0.00	100.00%
110-450-53100 OFFICE SUPPLIES AND MATERIALS	0.00	13.94	100.00	13.94	86.06%

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-450-53120 SMALL ITEMS OF EQUIPMENT	0.00	0.00	850.00	0.00	100.00%
110-450-53310 VEHICLE GAS	0.00	563.63	9,000.00	3,336.19	62.93%
110-450-55100 LIABILITY INSURANCE	0.00	4,553.57	4,107.00	4,358.57	(6.13%)
110-450-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	2,862.84	0.00	100.00%
<b>Total STREET Expenditures</b>	<b>0.00</b>	<b>13,508.05</b>	<b>133,357.77</b>	<b>55,745.64</b>	<b>58.20%</b>
<b>Total GENERAL FUND Expenditures</b>	<b>0.00 \$</b>	<b>134,049.23 \$</b>	<b>1,571,430.42 \$\$</b>	<b>616,341.71</b>	<b>60.78%</b>
<b>GENERAL FUND Excess of Revenues Over Expenditures \$</b>	<b>0.00</b>	<b>30,727.88 \$</b>	<b>13,641.28 \$</b>	<b>200,686.05</b>	<b>\$(1371.17%)</b>

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**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For STATE STREET FUND (120)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

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 \$	2,389.88 \$	31,570.56 \$\$	13,168.11	58.29%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	0.00	8,423.93	105,422.00	44,335.00	57.95%
120-450-44400 STATE 1989 INCREASE	0.00	1,287.65	17,010.00	7,094.88	58.29%
120-450-45600 INTEREST	0.00	349.65	1,000.00	2,377.38	(137.74%)
<b>Total STREET Revenues</b>	<b>0.00</b>	<b>12,451.11</b>	<b>155,002.56</b>	<b>66,975.37</b>	<b>56.79%</b>
<b>Total STATE STREET FUND Revenues</b>	<b>0.00 \$</b>	<b>12,451.11 \$</b>	<b>155,002.56 \$\$</b>	<b>66,975.37</b>	<b>56.79%</b>
<b>Expenditures</b>					
<b>STREET Expenditures</b>					
120-450-52470 STREET LIGHTING (ELECTRIC AND	0.00 \$	317.30 \$	4,700.00 \$\$	1,753.67	62.69%
120-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00	0.00	1,000.00	0.00	100.00%
120-450-52620 REPAIR AND MAINTENANCE OTHER	0.00	23.02	3,000.00	795.11	73.50%
120-450-52680 REPAIR AND MAINTENANCE ROADS	0.00	0.00	540,000.00	4,209.61	99.22%
120-450-53420 SIGN PARTS AND SUPPLIES	0.00	0.00	1,500.00	1.39	99.91%
120-450-59320 DRAINAGE IMPROVEMENT	0.00	0.00	2,000.00	1,200.00	40.00%
<b>Total STREET Expenditures</b>	<b>0.00</b>	<b>340.32</b>	<b>552,200.00</b>	<b>7,959.78</b>	<b>98.56%</b>
<b>Total STATE STREET FUND Expenditures</b>	<b>0.00 \$</b>	<b>340.32 \$</b>	<b>552,200.00 \$\$</b>	<b>7,959.78</b>	<b>98.56%</b>
<b>STATE STREET FUND Excess of Revenues Over</b>	<b>\$ 0.00</b>	<b>12,110.79 \$</b>	<b>(397,197.44) \$</b>	<b>59,015.59 \$</b>	<b>114.86%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For IMPACT FEE (125)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

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 \$	1,231.61 \$	750.00 \$\$	8,402.56	(1020.34%)
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>1,231.61</b>	<b>750.00</b>	<b>8,402.56</b>	<b>(1020.34%)</b>
<b>ENGINEERING Revenues</b>					
125-420-44515 IMPACT FEES	0.00	25,623.00	240,240.00	238,290.84	0.81%
125-420-44517 IMPACT FEE-25%	0.00	8,541.00	80,080.00	79,430.28	0.81%
<b>Total ENGINEERING Revenues</b>	<b>0.00</b>	<b>34,164.00</b>	<b>320,320.00</b>	<b>317,721.12</b>	<b>0.81%</b>
<b>Total IMPACT FEE Revenues</b>	<b>0.00 \$</b>	<b>35,395.61 \$</b>	<b>321,070.00 \$\$</b>	<b>326,123.68</b>	<b>(1.57%)</b>
<b>Expenditures</b>					
<b>STREET Expenditures</b>					
125-450-53450 SUNSET ROAD WIDENING	0.00 \$	13,439.58 \$	250,000.00 \$\$	43,630.54	82.55%
<b>Total STREET Expenditures</b>	<b>0.00</b>	<b>13,439.58</b>	<b>250,000.00</b>	<b>43,630.54</b>	<b>82.55%</b>
<b>Total IMPACT FEE Expenditures</b>	<b>0.00 \$</b>	<b>13,439.58 \$</b>	<b>250,000.00 \$\$</b>	<b>43,630.54</b>	<b>82.55%</b>
<b>IMPACT FEE Excess of Revenues Over Expenditures</b>	<b>\$ 0.00</b>	<b>21,956.03 \$</b>	<b>71,070.00 \$</b>	<b>282,493.14 \$</b>	<b>(297.49%)</b>

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**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For DRUG FUND (127)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

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 \$	6.35 \$	0.00 \$\$	44.16	0.00%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>6.35</b>	<b>0.00</b>	<b>44.16</b>	<b>0.00%</b>
<b>POLICE Revenues</b>					
127-430-45680 POLICE GRANTS & DONATIONS	0.00	0.00	1,000.00	0.00	100.00%
127-430-46010 DRUG FINES	0.00	182.00	1,080.00	1,067.10	1.19%
<b>Total POLICE Revenues</b>	<b>0.00</b>	<b>182.00</b>	<b>2,080.00</b>	<b>1,067.10</b>	<b>48.70%</b>
<b>Total DRUG FUND Revenues</b>	<b>0.00 \$</b>	<b>188.35 \$</b>	<b>2,080.00 \$\$</b>	<b>1,111.26</b>	<b>46.57%</b>
<b>Expenditures</b>					
<b>POLICE Expenditures</b>					
127-430-59000 CAPITAL OUTLAY	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>188.35 \$</b>	<b>80.00 \$</b>	<b>1,111.26</b>	<b>\$(1289.08%)</b>

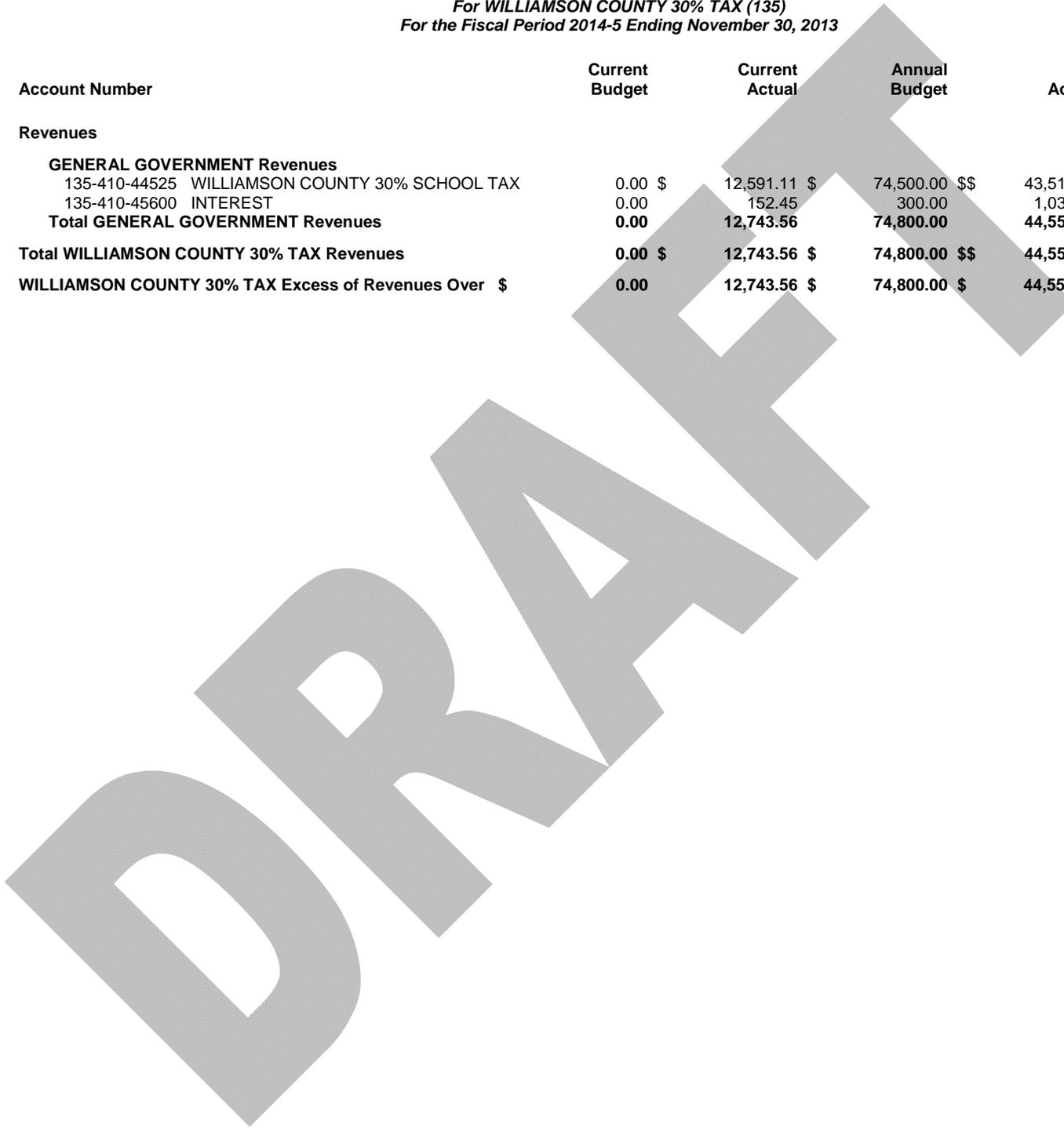
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**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For ADEQUATE FACILITIES TAX (130)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

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 \$	1,509.62 \$	2,100.00 \$\$	10,763.10	(412.53%)
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>1,509.62</b>	<b>2,100.00</b>	<b>10,763.10</b>	<b>(412.53%)</b>
<b>ENGINEERING Revenues</b>					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	0.00	27,876.00	339,680.00	365,436.00	(7.58%)
<b>Total ENGINEERING Revenues</b>	<b>0.00</b>	<b>27,876.00</b>	<b>339,680.00</b>	<b>365,436.00</b>	<b>(7.58%)</b>
<b>Total ADEQUATE FACILITIES TAX Revenues</b>	<b>0.00 \$</b>	<b>29,385.62 \$</b>	<b>341,780.00 \$\$</b>	<b>376,199.10</b>	<b>(10.07%)</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
130-410-55350 DEBT SERVICE	0.00 \$	0.00 \$	283,400.00 \$\$	9,614.85	96.61%
130-410-59111 TRANSPORTATION ENHANCEMENT	0.00	0.00	125,000.00	37,790.00	69.77%
130-410-59113 RECREATION CENTER STRUCTURE	0.00	0.00	133,000.00	0.00	100.00%
130-410-59200 BUILDINGS-PUBLIC WORKS	0.00	475.00	50,000.00	17,524.07	64.95%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>0.00</b>	<b>475.00</b>	<b>591,400.00</b>	<b>64,928.92</b>	<b>89.02%</b>
<b>Total ADEQUATE FACILITIES TAX Expenditures</b>	<b>0.00 \$</b>	<b>475.00 \$</b>	<b>591,400.00 \$\$</b>	<b>64,928.92</b>	<b>89.02%</b>
<b>ADEQUATE FACILITIES TAX Excess of Revenues Over</b>	<b>\$ 0.00</b>	<b>28,910.62 \$</b>	<b>(249,620.00) \$</b>	<b>311,270.18 \$</b>	<b>224.70%</b>

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For WILLIAMSON COUNTY 30% TAX (135)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

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 \$	12,591.11 \$	74,500.00 \$\$	43,517.15	41.59%
135-410-45600 INTEREST	0.00	152.45	300.00	1,039.41	(246.47%)
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>12,743.56</b>	<b>74,800.00</b>	<b>44,556.56</b>	<b>40.43%</b>
<b>Total WILLIAMSON COUNTY 30% TAX Revenues</b>	<b>0.00 \$</b>	<b>12,743.56 \$</b>	<b>74,800.00 \$\$</b>	<b>44,556.56</b>	<b>40.43%</b>
<b>WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$</b>	<b>0.00</b>	<b>12,743.56 \$</b>	<b>74,800.00 \$</b>	<b>44,556.56 \$</b>	<b>40.43%</b>



**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget  
 For DEBT SERVICE (140)  
 For the Fiscal Period 2014-5 Ending November 30, 2013

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 \$	188.45 \$	0.00 \$\$	349.81	0.00%
<b>Total GENERAL GOVERNMENT Revenues</b>	<b>0.00</b>	<b>188.45</b>	<b>0.00</b>	<b>349.81</b>	<b>0.00%</b>
<b>Total DEBT SERVICE Revenues</b>	<b>0.00 \$</b>	<b>188.45 \$</b>	<b>0.00 \$\$</b>	<b>349.81</b>	<b>0.00%</b>
<b>Expenditures</b>					
<b>GENERAL GOVERNMENT Expenditures</b>					
140-410-55350 DEBT SERVICE	0.00 \$	2,498.36 \$	0.00 \$\$	2,498.36	0.00%
<b>Total GENERAL GOVERNMENT Expenditures</b>	<b>0.00</b>	<b>2,498.36</b>	<b>0.00</b>	<b>2,498.36</b>	<b>0.00%</b>
<b>Total DEBT SERVICE Expenditures</b>	<b>0.00 \$</b>	<b>2,498.36 \$</b>	<b>0.00 \$\$</b>	<b>2,498.36</b>	<b>0.00%</b>
<b>DEBT SERVICE Excess of Revenues Over Expenditures</b> \$	<b>0.00</b>	<b>(2,309.91) \$</b>	<b>0.00 \$</b>	<b>(2,148.55) \$</b>	<b>0.00%</b>

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**Town of Nolensville**  
**Statement of Revenue and Expenditures** 1/3/2014 9:30am  
 Revised Budget

For the Fiscal Period 2014-5 Ending November 30, 2013

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	0.00 \$	255,129.81 \$	2,479,804.26 \$	1,632,343.54 \$	34.17%
Total Expenditures	0.00 \$	150,802.49 \$	2,967,030.42 \$	735,359.31 \$	75.22%
Total Excess of Revenues Over Expenditures	0.00 \$	104,327.32 \$	(487,226.16) \$	896,984.23 \$	284.10%

DRAFT

**ORDINANCE 13-12**

**AN ORDINANCE TO ANNEX CERTAIN TERRITORY EAST OF CURRENT CORPORATE BOUNDARIES AND INCLUDE THE PARCELS MAP 33, PARCEL 90, AND MAP 33, PARCEL 92.01, AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE TOWN OF NOLENSVILLE, TENNESSEE**

**WHEREAS**, the Town Of Nolensville has adopted a growth management plan known as the "Urban Growth Boundary and Justification Report" and has adopted an Urban Growth Area; and

**WHEREAS**, the area to be annexed by this ordinance is included within the Urban Growth Area and the Justification Report indicates that such area should be annexed by the Town Of Nolensville and that suburban residential zoning should be established for the area in order to be consistent with development in the area; and

**WHEREAS**, a public hearing before this body was held on \_\_\_\_\_, 2013, to receive comments on the proposed annexation and the proposed plan of services for the area to be annexed, pursuant to a public notice published in the *Williamson A.M.* section of the *Tennessean* on \_\_\_\_\_; and

**WHEREAS**, the proposed plan of services for this area has been endorsed by the Nolensville Planning Commission (Attachment C); and

**WHEREAS**, said plan of services has now been adopted by resolution, as required by Section 6-51-102, Tennessee Code Annotated; and

**WHEREAS**, it now appears that the prosperity of this town and of the territory herein described will be materially retarded and the safety and welfare of the inhabitants and property therein endangered if such territory is not annexed; and

**WHEREAS**, the annexation of such territory is deemed necessary for the welfare of the residents and property owners therein and of this town as a whole; and

**WHEREAS**, the property owners of these said parcels have requested that these properties be so annexed into the corporate boundaries of the Town of Nolensville, Tennessee;

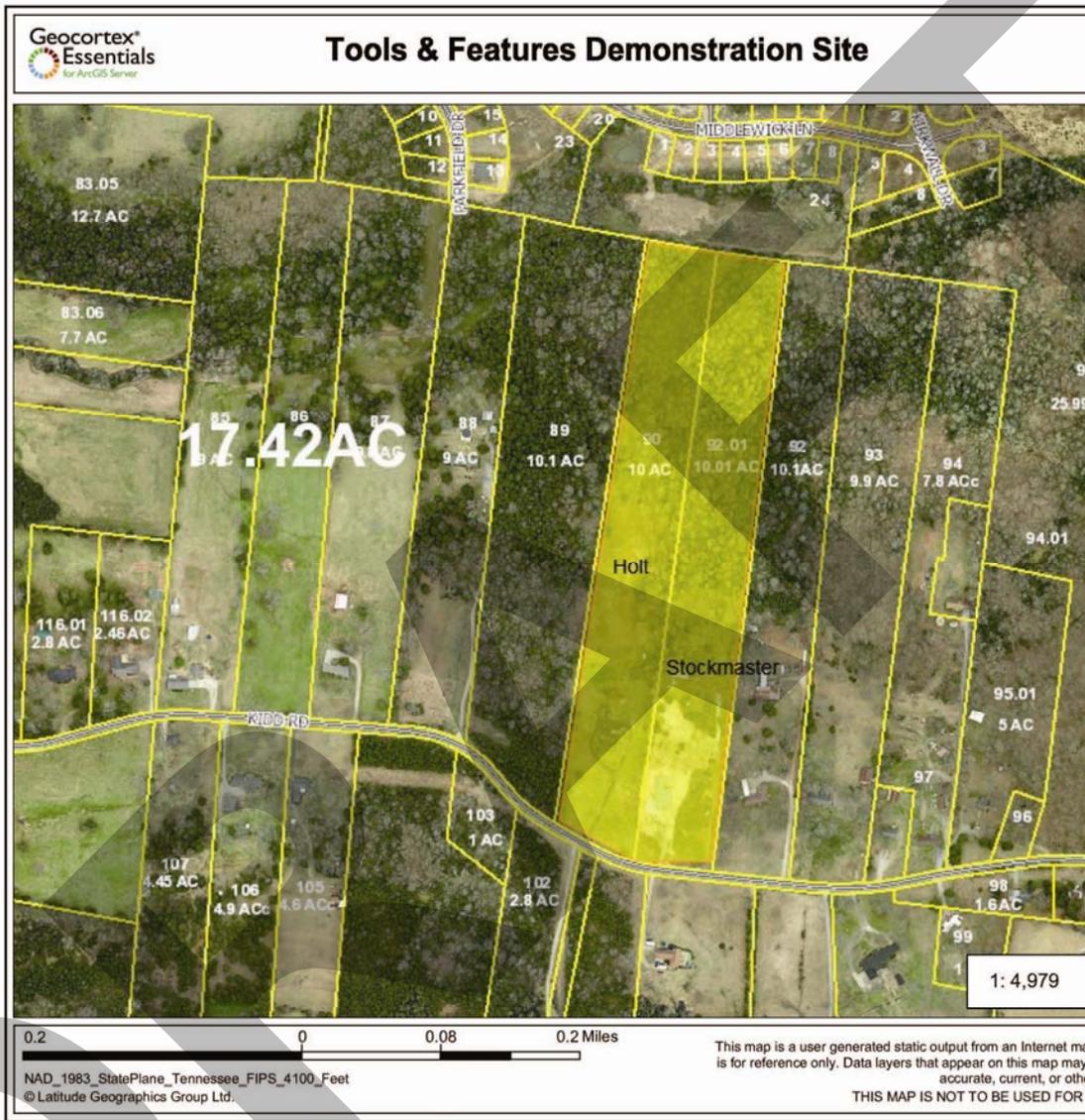
**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF NOLENSVILLE, TENNESSEE, AS FOLLOWS:**

**SECTION 1.** Pursuant to authority conferred by Section 6-51-102, Tennessee Code Annotated, there is hereby annexed to the Town of Nolensville, Tennessee, and incorporated within the corporate boundaries thereof, the territory adjoining the present corporate boundaries and more particularly described in Attachment A, said attachment being made a part of this ordinance by reference.





# Parcel Exhibit of Land to Annex



**A RESOLUTION ADOPTING A PLAN OF SERVICE FOR THE ANNEXATION OF MAP 33, PARCEL 90, AND MAP 33, PORTION OF PARCEL 92.01; WILLIAMSON COUNTY TAX MAPS BY THE TOWN OF NOLENSVILLE, TENNESSEE**

**WHEREAS**, the Town Of Nolensville has adopted a growth management plan known as the "Urban Growth Boundary and Justification Report" and has adopted an Urban Growth Area; and

**WHEREAS**, the area to be annexed by this ordinance is included within the Urban Growth Area and the Justification Report indicates that such area should be annexed by the Town Of Nolensville and that suburban residential zoning should be established for the area in order to be consistent with development in the area; and

**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 lies adjacent and contiguous of the corporate limits of the Town of Nolensville, adjacent to Burkitt Place Development, which is in the Town's Corporate Boundary; and proposed properties to be annexed are identified on the tax maps prepared for the Williamson County Property Assessor as being:

Map 33, Parcel 90, and Map 33 Parcel 92.01; Said parcels including an area of approximately 20.01 acres (more or less), see Exhibit A, attached;

**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 east of the present corporate limits and is adjacent and contiguous to Burkitt Place Development and Burkitt Village Development which is inside the Corporate Limits of the Town of Nolensville. The proposed annexed area contains a total of 20.01 (more or less) acres and lies completely within the Town's Urban Growth Boundary.

**Existing Land Use**

The annexed area contains three single-family residences and two barns.

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 Burkitt Place 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 subject property shall be zoned Suburban Residential (SR) for single-family detached housing, 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 Nashville Electric Service (NES).

**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 \_\_\_th day of \_\_\_\_\_, 2013

\_\_\_\_\_  
SECRETARY ROBERT HAINES

**ORDINANCE 13-13**

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE, TENNESSEE TO REZONE PROPERTY FROM SUBURBAN RESIDENTIAL (SR) TO PUBLIC INSTITUTIONAL (PI) 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, November 12, 2013, and a request from the Mayor of the Town of Nolensville to rezone properties located at Map 56, Parcel 118.00 and Map 56, Parcel 123.00 currently zoned Suburban Residential (SR) to Public Institutional (PI); and,

**WHEREAS**, the Nolensville Planning Commission considered the application for rezoning and the recommendation of the Planning Commission was For Approval by a unanimous vote of the Commissioners present; 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 on Nolensville Park Road and described as Map: 56; Parcel: 118.00, and being part of the Nolensville Recreational Park owned by Williamson County, as shown in the attached exhibit be rezoned to Public Institutional (PI); and

That property located on Newsome Lane and described as Map 56; Parcel 123.00 being adjacent to the park property referenced above in this section and shown in the attached exhibit and being owned by the Town of Nolensville, Tennessee,

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 Alexander, Mayor

---

Cindy Lancaster, Town Recorder

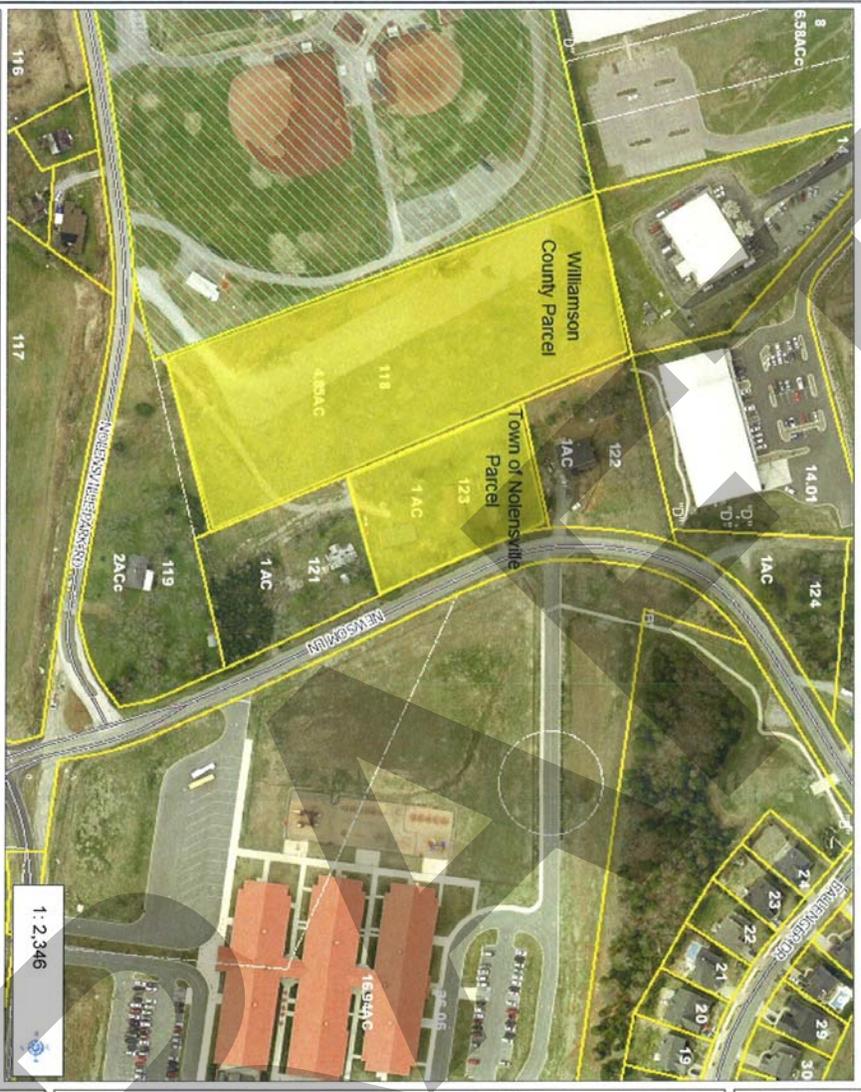
Approved by:

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Town Attorney, Robert J. Notestine, III

DRAFT

# Tools & Features Demonstration Site



0.1  
0  
0.04  
0.1 Miles

MNO\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
© Latitude Geographics Group Ltd.

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

1: 2,346



- Legend**
- Parcels
  - Parcel Numbers
  - Parcel Acreage
  - Group Corner Annotation
  - Notes
  - Easement
  - Lines
  - Parks
  - Centerlines
  - Interstate
  - Access
  - Local Streets
  - Major Arterial
  - Major Collector
  - Minor Arterial
  - Minor Collector
  - No Name
  - Unclassified
  - Private
  - Rivers
  - Williams2009.sld
  - Red\_Band\_1
  - Green\_Band\_2
  - Blue\_Band\_3

**Notes**

Parcels for Rezoning from SR to PI

**ORDINANCE 14-01**

**AN ORDINANCE TO ANNEX CERTAIN TERRITORY EAST OF CURRENT CORPORATE BOUNDARIES AND INCLUDE THE PROPERTY REFERENCED AS MAP 57, PARCEL 28, MAP 57, PARCEL 28.07, MAP 58, PARCEL 31.17 IN THE WILLIAMSON COUNTY, TENNESSEE, TAX MAPS PARCELS, AND TO INCORPORATE SAME WITHIN THE CORPORATE BOUNDARIES OF THE TOWN OF NOLENSVILLE, TENNESSEE**

**WHEREAS**, the Town Of Nolensville has adopted a growth management plan known as the "Urban Growth Boundary and Justification Report" and has adopted an Urban Growth Area; and

**WHEREAS**, the area to be annexed by this ordinance is included within the Urban Growth Area and the Justification Report indicates that such area should be annexed by the Town Of Nolensville and that suburban residential zoning should be established for the area in order to be consistent with development in the area; and

**WHEREAS**, a public hearing before this body was held on \_\_\_\_\_, 2014, to receive comments on the proposed annexation and the proposed plan of services for the area to be annexed, pursuant to a public notice published in the *Williamson A.M.* section of the *Tennessean* on \_\_\_\_\_; and

**WHEREAS**, the proposed plan of services for this area has been endorsed by the Nolensville Planning Commission (Attachment C); and

**WHEREAS**, said plan of services has now been adopted by resolution, as required by Section 6-51-102, Tennessee Code Annotated; and

**WHEREAS**, it now appears that the prosperity of this town and of the territory herein described will be materially retarded and the safety and welfare of the inhabitants and property therein endangered if such territory is not annexed; and

**WHEREAS**, the annexation of such territory is deemed necessary for the welfare of the residents and property owners therein and of this town as a whole; and

**WHEREAS**, the property owners of these said parcels have requested that these properties be so annexed into the corporate boundaries of the Town of Nolensville, Tennessee;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF NOLENSVILLE, TENNESSEE, AS FOLLOWS:**

**SECTION 1.** Pursuant to authority conferred by Section 6-51-102, Tennessee Code Annotated, there is hereby annexed to the Town of Nolensville, Tennessee, and incorporated within the corporate boundaries thereof, the territory adjoining the present corporate boundaries and more particularly described in Attachment A, said attachment being made a part of this ordinance by reference.



**ATTACHMENT A**

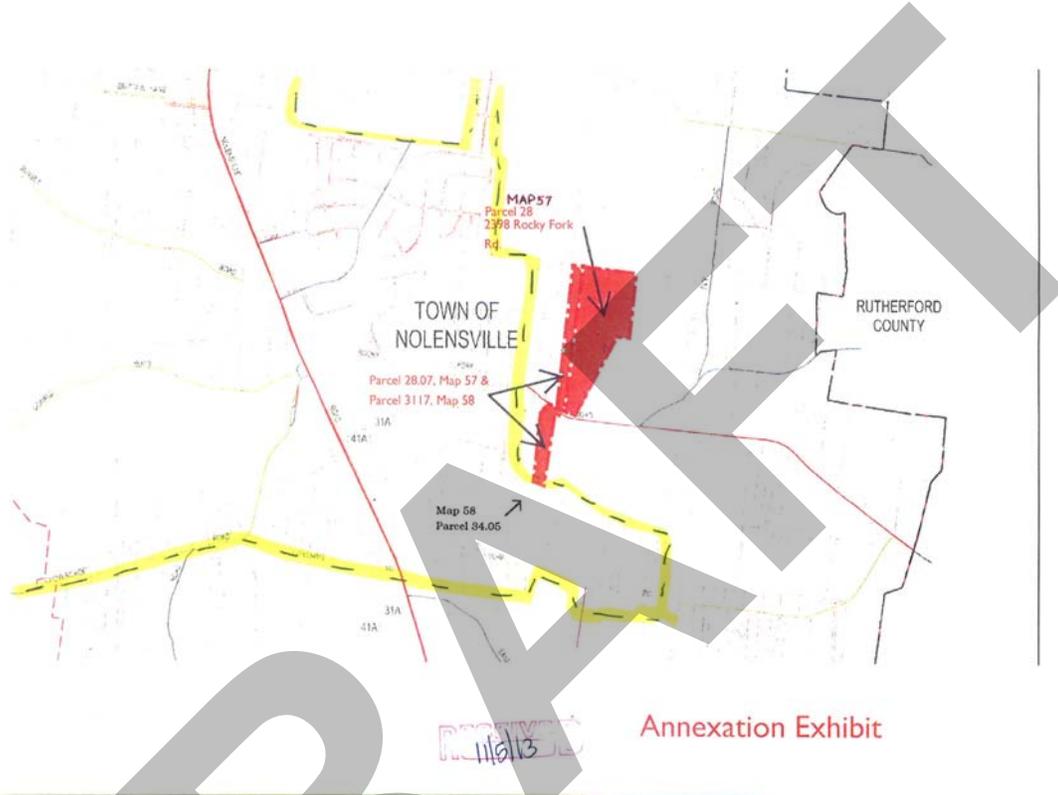
**BOUNDARY DESCRIPTION – ANNEXATION AREA  
TOWN OF NOLENSVILLE, TENNESSEE**

Property proposed for annexation is described as the following properties located in Williamson County, Tennessee, on

PROPERTY REFERENCED AS MAP 57, PARCEL 28, MAP 57, PARCEL 28.07, MAP 58, PARCEL 31.17 IN THE WILLIAMSON COUNTY TAX MAPS:

The total area to be annexed as described above totals approximately 118.63 acres (more or less). See Attachment B for exhibit illustrating location of properties proposed for annexing.

**ATTACHMENT B**  
**Parcel Exhibit of Land to Annex**



## ATTACHMENT C

A RESOLUTION ADOPTING A PLAN OF SERVICE FOR THE ANNEXATION OF PROPERTY REFERENCED AS MAP 57, PARCEL 28, MAP 57, PARCEL 28.07, MAP 58, PARCEL 31.17 IN THE WILLIAMSON COUNTY TAX MAPS BY THE TOWN OF NOLENSVILLE, TENNESSEE

**WHEREAS**, the Town Of Nolensville has adopted a growth management plan known as the "Urban Growth Boundary and Justification Report" and has adopted an Urban Growth Area; and

**WHEREAS**, the area to be annexed by this ordinance is included within the Urban Growth Area and the Justification Report indicates that such area should be annexed by the Town Of Nolensville and that suburban residential zoning should be established for the area in order to be consistent with development in the area; and

**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 parcels of land being considered for annexation as part of a planned residential development and are located easterly of the corporate limits of the Town of Nolensville, and are contiguous to the Town's corporate boundary at the Southern end of the property referenced as Map 58, Parcel 31.17, to Map 58, Parcel 34.05 which is in the Town's Corporate Boundary; and proposed properties to be annexed are identified on the tax maps prepared for the Williamson County Property Assessor as being:

Map 57, Parcel 28, Map 57 Parcel 28.07, and Map 58, Parcel 31.17, Said parcels including an area of approximately 118.63 acres (more or less), see Exhibit A, attached;

**WHEREAS**, the property owners of these two parcels have made requests to the Town to be annexed;

**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 east of the present corporate limits and is contiguous to property referenced as Map 58, Parcel 34.05 (Williamson County Property Tax Maps) which is inside the Corporate Limits of the Town of Nolensville. The proposed annexed area contains a total of 118.63 (more or less) acres and lies completely within the Town's Urban Growth Boundary.

### **Existing Land Use**

The annexed area contains an abandoned house and barn building 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 Burkitt Place 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. No additional manpower or equipment is anticipated to be needed with this phase of 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. 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, 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 Service.

**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 \_\_ day of \_\_\_\_\_, 2013

PASSED: \_\_\_\_\_

PLANNING COMMISSION \_\_\_\_\_

PUBLIC HEARING

Notice published in: Williamson A.M.

Date of publication: \_\_\_\_\_

Date of hearing: \_\_\_\_\_

NOTICE OF PASSAGE

Notice published in: \_\_\_\_\_

Date of publication: \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

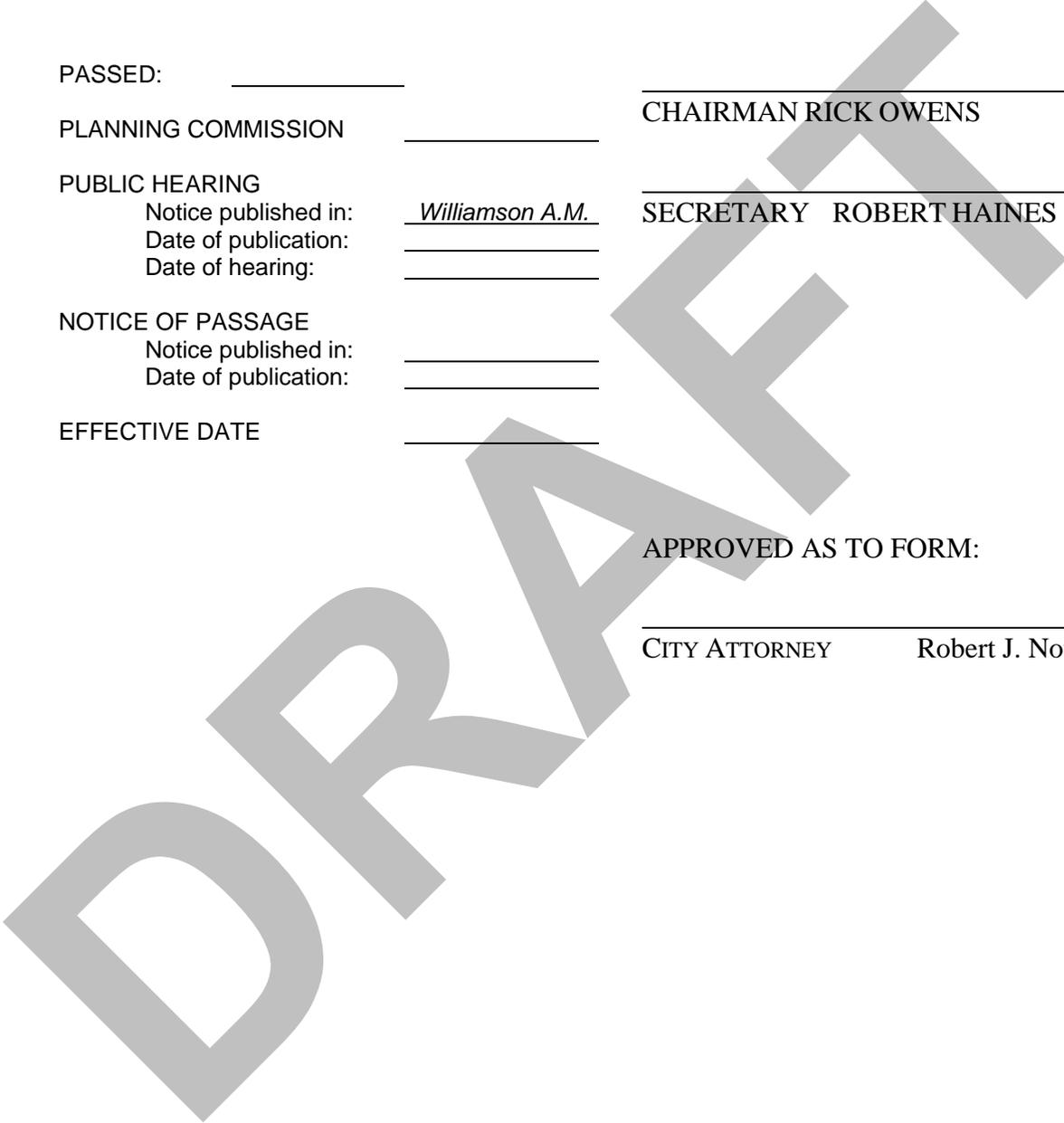
\_\_\_\_\_  
CHAIRMAN RICK OWENS

\_\_\_\_\_  
SECRETARY ROBERT HAINES

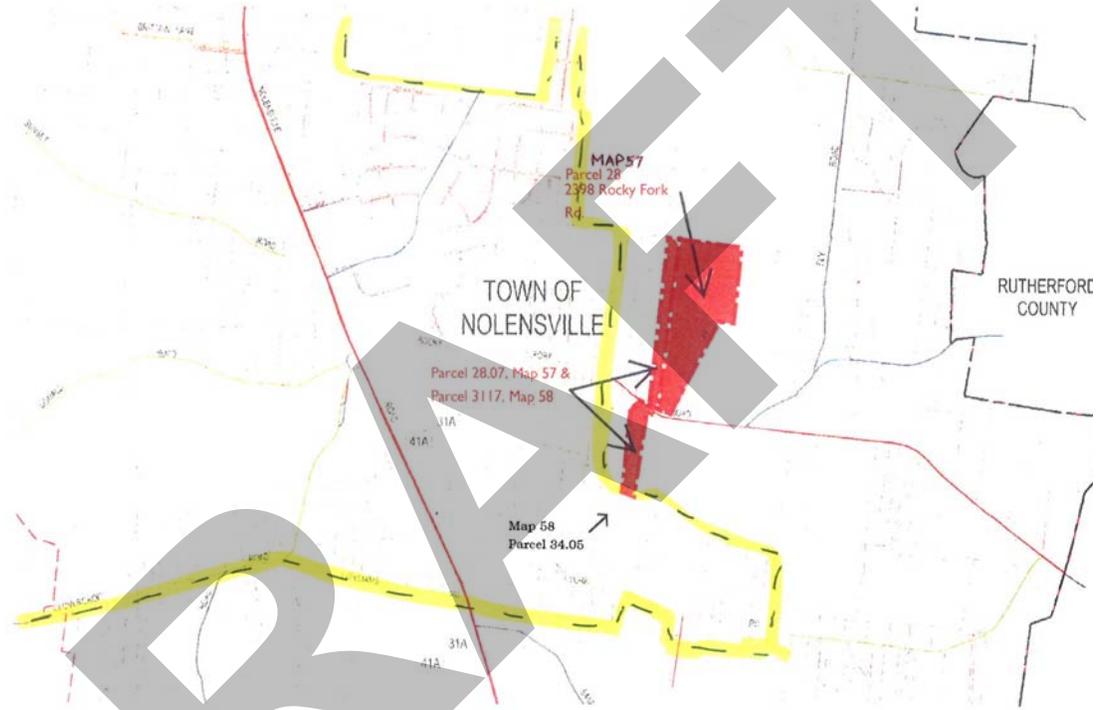
APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

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



**Exhibit A**  
**Annexation Exhibit**



RECEIVED  
11/5/13

Annexation Exhibit

**ORDINANCE 14-02**

**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 Tuesday, December 10, 2013, 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, Parcel 28, 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, Parcel 28, as shown on the Williamson County, Tennessee, Tax Maps and that the concept plan as revised November 26, 2013, as described to the Nolensville Planning Commission on December 10, 2013 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 must be conducted and presented to the Town for consideration by the Board of Mayor and Aldermen before the second reading, and 2) the development must follow the design objectives and plans of the pattern book as revised November 26, 2013, and the Concept Plan – Lot Areas layout as revised November 26, 2013. 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



BOARD OF MAYOR AND ALDERMEN  
TOWN OF NOLENSVILLE  
Post Office Box 547  
Nolensville, Tennessee 37135

**RESOLUTION #14-01**

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE NOLENSVILLE  
VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the Town Of Nolensville initially entered into an agreement on August 14, 1997, with the Nolensville Volunteer Fire Department, to provide fire fighting service to the Town of Nolensville, and;

WHEREAS, at various intervals over the years agreements have been entered into to provide fire protection services for the town, and;

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

SECTION 1. The Mayor is authorized to enter into an agreement with the Nolensville Volunteer Fire Department.

SECTION 2. This said agreement is attached hereto and is made a part of this Resolution.

RESOLVED this 9<sup>th</sup> day of January, 2014.

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

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

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

# FIRE SERVICE AGREEMENT

1. Parties. This agreement executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Town of Nolensville, Tennessee, a Municipal Corporation under the laws of the State of Tennessee, (hereinafter “the Town”) and Nolensville Volunteer Fire Department, (hereinafter “the Department”), a non-profit corporation, organized and existing under the laws of the State of Tennessee. The express intent of both of these parties is that the Department will be an independent contractor.
2. Authority. The Department is organized pursuant to the authority of T.C.A 7-38-101 et. seq. which permits individuals to form private Departments for firefighting purposes. The Town has authority under its charter to enter into contracts to establish fire protection. The Town is authorized to enter into this agreement pursuant to Tennessee Code Annotated 6-54-601 and no provision herein is intended to diminish the rights of the Town pursuant to this statute.
3. Services to be Provided. The Department agrees to provide firefighting services to all areas and locations within the municipal boundary of Nolensville, Tennessee as practicable. The Department will have the authority to enter upon any private property within the Town of Nolensville for the purposes of making investigation and inspection in any manner authorized by ordinance or State Laws.

The Nolensville Volunteer Fire Department shall have as its objectives:

- a) To prevent uncontrolled fires from starting;
- b) To prevent the loss of life and property because of fires;
- c) To confine fires to their places of origin;
- d) To extinguish uncontrolled fires;
- e) To prevent loss of life from asphyxiation or drowning;
- f) To perform such rescue work as its equipment and/or the training of its personnel makes practicable;
- g) To provide emergency medical care at the highest level that the equipment and training of the personnel makes practical and allowable under the authorization of appropriate state or county officials;

- h) To provide fire code enforcement and inspections as directed by the Town within the scope of the adopted fire codes and related ordinances;
  - i) To serve as the emergency management agency of the Town;
  - j) To protect the health and safety of the citizens from the transportation, storage, or manufacture of hazardous materials to the extent possible that the level of equipment and training will allow;
  - k) To work with the water department to insure that adequate water supplies for fire protection are available; and,
  - l) To provide public fire education materials and information to the citizens in order they may protect themselves from harm.
4. Payment for Services. In consideration for all the services provided for in Section 3 hereof, the Board of Mayor and Aldermen of the Town shall provide for the services of the volunteer fire department in its annual budget. These sums, after being appropriated, will be paid on a monthly basis. The Town's contribution to the Nolensville Volunteer Fire Department for the above-described services will initially be the sum of \$130,000.00 per annum to be paid in equal monthly installments of \$10,834.34 per month for the 2013-2014 fiscal year. The payment for services shall be increased to \$136,500.00 for the 2014-2015 fiscal year and \$143,325.00 for the 2015-2016 fiscal year. The Nolensville Volunteer Fire Department will provide the Town a monthly report of the number and types of service calls made within the boundaries of the Town of Nolensville. The Department will also provide the Town a copy of its annual financial audit within 30 days after the receipt of audit by the Department, on an annual basis. Any other increase in the Town's contribution to the Nolensville Volunteer Fire Department shall be agreed upon by the parties in writing and shall be reflected in a written and executed amendment to this Agreement. The agreement may be renegotiated if the Department loses any part of its funding from Williamson County.
5. Insurance. The Department will maintain liability insurance in a sum not less than One Million Dollars (\$1,000,000) and will indemnify and hold the Town harmless from any liability related to the Department's activities. The Nolensville Volunteer Fire Department will identify the Town of Nolensville as additional insured on the liability policy provided herein.
6. Section on Municipal Ordinances. Any ordinance adopted by Town for the fire protection or fire prevention will be adhered to by the Department. The Department will also be authorized to enforce all such ordinances or Town regulations to the

extent such enforcement is permitted by the laws of the State of Tennessee and the Charter of the Town.

7. Rules and Regulations. The Department shall promulgate such rules and regulations for the operation and conduct of firefighting services as it may deem necessary and proper. The Department shall cause an up to date copy of all its rules and regulations to be deposited with the Recorder of the Town.
8. Boundaries and Territory. Both the Department and the Town understand that the Department may also adopt mutual aid agreements with other firefighting agencies, companies, or municipalities to increase the available protection in each of the areas mutually covered, and may include an agreement to provide fire services beyond the Nolensville Town limits.
9. Term of Contract. This Contract is for the Town's 2013-2014 fiscal year ending June 30, 2014 with extensions through the 2016 fiscal year ending on June 30, 2016. The contract may be terminated by either party hereto by giving ninety (90) days written notice to the other party or earlier by mutual agreement.

Witness our hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TOWN OF NOLENSVILLE,  
TENNESSEE

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

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

NOLENSVILLE VOLUNTEER FIRE  
DEPARTMENT

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

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

BOARD OF MAYOR AND ALDERMEN  
TOWN OF NOLENSVILLE  
Post Office Box 547  
Nolensville, Tennessee 37135

**Resolution 14-02**

**A RESOLUTION TO ENTER INTO AND AMEND AN INTERLOCAL AGREEMENT  
AND PROMISSORY WITH WILLIAMSON COUNTY, TENNESSEE**

WHEREAS, the Town of Nolensville and Williamson County have periodically entered into joint ventures to provide residents of Nolensville exceptional assets and services; and,

WHEREAS, the residents of Nolensville has shown immense desire to have a Recreation Center located in the Town of Nolensville; and,

WHEREAS, to continue joint cooperation with Williamson County the Town passed Resolution 12-12, on August 2, 2012, to acknowledge its wishes that the Town of Nolensville desires to proceed in a joint venture to renovate the former Nolensville Elementary School, located at 7250 Nolensville Road, into a Recreation Center facility; and,

WHEREAS, the Town of Nolensville passed Resolution 12-20, on November 1, 2012, authorizing a \$500,000 matching payment with Williamson County to initiate the renovation of the facility; and,

WHEREAS, the Williamson County Commissioners approved a Resolution in October 2012 to enter into an Interlocal Agreement with the Town stating the total cost of \$5,000,000 with each being obligated to \$2,500,000; and,

WHEREAS, further outlined in the Interlocal Agreement the County has agreed to finance \$2,000,000 remaining through a promissory note; and,

WHEREAS, upon receipt of the bids for the renovation project, the cost exceeded \$5,000,000 in the amount of \$650,000 due to flood prevention measures being reflected; and,

WHEREAS, in the spirit of the joint venture and agreeing this is a safety issue, the Town will absorb half of the cost at \$325,000; and,

WHEREAS, in January 2014, Williamson County Commissioners will review an amendment to the Interlocal Agreement approved by this entity in October 2012; and,

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

Section 1: The Mayor is authorized to enter into an Interlocal Agreement referenced by Williamson County as K#12-164.

Section 2: The Mayor is authorized to enter into a promissory note referenced with a Bond Date 11/20/13.

Section 3: The Mayor is authorized to enter into an amendment to the Interlocal Agreement.

Section 4: The Interlocal Agreement, the Promissory Note, and the amendment to the Interlocal Agreement are attached and made part of this resolution.

RESOLVED this 9<sup>th</sup> day of January 2014

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

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

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

DRAFT

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY  
AND THE TOWN OF NOLENSVILLE FOR THE RENOVATION OF THE OLD NOLENSVILLE  
SCHOOL AND REIMBURSEMENT FOR THE RENOVATION**

**THIS INTERLOCAL AGREEMENT**, ("Agreement"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064 and the TOWN OF NOLENSVILLE, TENNESSEE, ("Town"), located at 7218 Nolensville Road, P.O. Box 547, Nolensville, Tennessee, 37135, to establish the terms and responsibilities of the parties for the reimbursement of costs to renovate the old Nolensville School to a Parks and Recreation facility.

**RECITALS**

**WHEREAS**, Williamson County and the Town of Nolensville have the authority, pursuant to T.C.A. §12-9-104, to enter into interlocal agreements;

**WHEREAS**, the County owns a facility in Nolensville that was previously used as an elementary school located at 7250 Nolensville Road, ("Facility");

**WHEREAS**, the parties desire to renovate the Facility to be used as a Williamson County Parks and Recreation facility;

**WHEREAS**, the Town has agreed to reimburse the County for half of the total renovation costs of \$5,000,000.00 to be paid to the County by \$500,000.00 in a single lump sum payment and the remaining principle amount of \$2,000,000.00 by periodic payments to the County including interest at a rate established by this Agreement; and

**WHEREAS**, County has agreed to finance \$2,000,000.00 on behalf of Nolensville and Nolensville agrees to execute a promissory note defining the interest rate and the terms and obligations.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. Purpose of Agreement.** The purpose of this Interlocal Agreement is to set forth the rights, obligations and responsibilities of the parties. The County and the Town have agreed to cooperate in the funding to renovate the Facility to a recreational facility. The payment terms are contained in the Promissory Note, attached as Attachment A, and the payment schedule, attached as Attachment B, and made a part of this Interlocal Agreement.

**II. 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 the Act shall be achieved as soon as possible from and after the execution of this Agreement.

**III. Repayment of Construction Costs.** The Town agrees to execute the attached Promissory Note which will set forth the repayment obligations of the Town. The Town agrees to make all payments, including interest, in a timely manner and to comply with all other obligations and terms as set forth in the Promissory Note. Failure to make any payment as provided in this Interlocal Agreement and/or the Promissory Note will constitute a breach by the Town and the County may seek all remedies available to it under applicable laws.

**IV. Renovation of the Facility.** Williamson County shall be responsible for requesting bids, contracting with contractors of its choosing, approving all construction plans, and overseeing all aspects of the construction project. Williamson County agrees to provide a set of construction plans to the Town for comments and suggestions.

**V. Term.** The term of this Agreement will begin on the date this Agreement is signed by all required parties. The parties contemplate that the Agreement term will begin on or about the 1<sup>st</sup> day of October, 2012, (beginning date). The initial term will be for a period of five years. The parties may agree to extend the Agreement by written agreement. The terms contain in the Promissory Note shall survive the termination of this Interlocal Agreement.

**VI. General Terms.**

**1. Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

**2. Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: **WILLIAMSON COUNTY, TENNESSEE**  
County Administrative Complex  
1320 West Main Street, Suite 125  
Franklin, TN 37064

TOWN: **TOWN OF NOLENSVILLE**  
7218 Nolensville Road  
P.O. Box 547  
Nolensville, TN 37135

**3. Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

**4. Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

**5. Assignment.** The rights and obligations of this Agreement are not assignable.

**6. Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

**7. Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

**8. Taxes.** To the extent as provided by Tennessee Law, each party shall be responsible for the payment of any and all taxes that may be levied and assessed due to any construction undertaken as provided herein or otherwise due to this Agreement or any right arising under this Agreement.

**9. Remedies.** Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

**10. Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever, be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

**11. Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

**12. Compliance with Laws.** The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

**IN WITNESS WHEREOF,** the County and the Town have executed this Agreement effective as of the date and year written below.

ATTEST:

TOWN OF NOLENSVILLE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Town of Nolensville Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

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

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**PROMISSORY NOTE**

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BORROWER: Town of Nolensville, Tennessee  
LENDER: Williamson County, Tennessee  
AMOUNT: \$2,000,000.00  
INTEREST RATE: 3.34%  
DATE: Bond Date 11/20/13

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**FOR VALUE RECEIVED**, the undersigned, **TOWN OF NOLENSVILLE, TENNESSEE**, a political subdivision of the State of Tennessee, located at 7218 Nolensville Road, P.O. Box 547, Nolensville, Tennessee, 37135, (herein called the "Company") (herein collectively called the "Borrower"), promises to pay to the order of **WILLIAMSON COUNTY, TENNESSEE**, a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, (herein called the "Lender"), in lawful money of the United States of America, at 1320 West Main Street, Franklin, Tennessee, 37064, or at any other location as Lender desires, so long as Lender provides notice to Borrower of the change in location, the sum of \$2,000,000.00, (herein called the "Principal"), at the interest rate of 3.34%, payable as follows:

Borrower shall pay Principal in full no later than 5/1/2034.

(Repayment terms)

This loan is made by Lender to Borrower in connection with the cost of renovating a structure previously used as the Nolensville Elementary School located at 7250 Nolensville Road, Nolensville, Tennessee and subject to the Interlocal Agreement executed by the Parties, and other related documents.

Principal under this Note may be prepaid at any time without premium or other prepayment charge.

Lender will apply each installment payment first to pay Interest, then to pay any fees, and then to Principal.

The remedies of the Lender as provided herein or in the Interlocal Agreement shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefore shall arise. No act or omission of the Lender, including specifically any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

Time is of the essence of this Note. Where used herein, the singular shall refer to the plural, the plural to the singular, and the masculine and feminine shall refer to any gender.

The laws of the State of Tennessee (without giving effect to its conflict of laws principles) exclusively govern all matters arising out of or relating to this Agreement (including, without limitation, its interpretation, construction, performance, and enforcement). The parties agree that the Williamson County Courts, State of Tennessee, will be the exclusive forum in which to adjudicate any dispute arising under this Agreement.

In the event it becomes necessary to enforce this Agreement through an attorney, or by the institution of litigation, the prevailing party, in addition to all other damages or remedies which may be awarded, shall be entitled to receive all costs incurred by it in undertaking such action, including court costs, out of pocket expenditures, reasonable attorney fees, professional fees and other litigation expenses through all appellate levels and in bankruptcy court, and the non-prevailing party agrees to pay all such expenses. This provision shall survive the expiration or termination of this Agreement.

The provisions hereof shall be binding upon the parties, their heirs, legal representatives, successors and assigns. The provisions hereof are severable such that the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions.

IN WITNESS WHEREOF, this instrument has been executed and made effective on the day and year first written above.

BORROWER:

**Town of Nolensville, Tennessee**

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

DRAFT

**ADDENDUM A  
TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY  
AND THE TOWN OF NOLENSVILLE FOR THE RENOVATION OF THE OLD  
NOLENSVILLE SCHOOL AND REIMBURSEMENT FOR THE RENOVATION**

This Addendum is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the TOWN OF NOLENSVILLE, ("Town"), and WILLIAMSON COUNTY, TENNESSEE, ("County"), and is executed to amend the terms concerning the share in additional costs for the renovation of the Nolensville Recreation facility, ("Facility").

- WHEREAS,** County and Town are Tennessee governmental entities with the authority, pursuant to Tenn. Code Ann. § 12-9-104, to enter into interlocal agreements for the joint cooperation and funding of public facilities;
- WHEREAS,** the County and the Town executed an interlocal agreement wherein the Town agreed to reimburse the County for half of the total renovation costs of \$5,000,000.00 to be paid in periodic payments in a manner as provided by the interlocal agreement;
- WHEREAS,** County has received bids for the renovation work which exceeds the project's budget due largely to changes in the project to account for flood prevention;
- WHEREAS,** similar to the financial obligations contained in the original interlocal, the Town has agreed to pay half of the \$650,000.00 needed to complete the renovations to be paid half from the Town's current fiscal year's budget and the remaining half from the Town's 2014-2015 budget;
- WHEREAS,** to initiate the work the County has agreed to pay \$325,000.00 of which the Town will pay \$162,500.00 upon execution of this Addendum and shall make the remaining \$162,500.00 payment in accordance with this Addendum; and

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to this Addendum to the original Interlocal Agreement as follows:

- The parties agree to be equally responsible for the additional cost of \$650,000.00 for the renovations to the Facility. The County agrees to appropriate \$325,000.00 upon approval of its legislative body and the Town shall make the initial payment to the County in an amount of \$162,500.00 at the time this addendum is fully executed by the parties or upon approval of its legislative body, whichever occurs later. The Town shall make a second payment to the County in an amount of \$162,500.00 no later than September 30, 2014 or by another payment date if agreed in writing by the parties. The Town's obligation to make the two payments of \$162,500.00 is in addition to the payments the Town is liable to the County as provided in the original Interlocal Agreement.
- The parties agree that each shall diligently seek approvals and filings required to execute this Addendum and to appropriate the required funds and shall be achieved prior to the execution of this Addendum or as soon as possible after the execution of this Addendum.
- The parties' obligations contained in this Addendum are in addition to the obligations contained in the Interlocal Agreement and shall in no way affect the parties' obligations.

**IN WITNESS WHEREOF,** the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WILLIAMSON COUNTY, TENNESSEE

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
County Attorney

TOWN OF NOLENSVILLE

\_\_\_\_\_  
Town Mayor

Attest: \_\_\_\_\_

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

BOARD OF MAYOR AND ALDERMEN  
TOWN OF NOLENSVILLE  
Post Office Box 547  
Nolensville, Tennessee 37135

**Resolution 14-03**

**A RESOLUTION TO AMEND AN INTERLOCAL AGREEMENT WITH  
WILLIAMSON COUNTY, TENNESSEE**

WHEREAS, the Town of Nolensville Board of Mayor and Aldermen and the Williamson County Board of Commissioners have a common goal to provide its citizens with an excellent, first-rate public school system; and,

WHEREAS, to continue and acknowledge the joint cooperation the Town passed Resolution 7-10, on September 6, 2007, entering into an Interlocal Agreement with Williamson County participating in the funding of future school facilities and ventures within the town boundaries; and,

WHEREAS, within the Interlocal Agreement guidelines are set forth for the receipt, expenditure and accounting of the funds; and,

WHEREAS, the Town has made a request to Williamson County to spend a portion of the funds from the account known as the Williamson County 30% Tax Fund to provide trails and matching grant expenses connecting Nolensville Elementary School to focal points in Nolensville; and,

WHEREAS, Williamson County has provided an amendment to the Interlocal Agreement entered into by Resolution 7-10 on September 6, 2007; and,

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

Section 1: The Mayor is authorized to enter into an agreement with Williamson County amending an Interlocal Agreement to expend funds from the Williamson County 30% Tax Fund collected by Williamson County within the Town Of Nolensville, Tennessee.

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

RESOLVED this 9<sup>th</sup> day of January 2014

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

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

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

**ADDENDUM A  
TO THE INTERLOCAL AGREEMENT FOR THE JOINT PARTICIPATION  
IN THE FUNDING OF FUTURE SCHOOL FACILITIES BY USE OF RECEIPTS  
RECEIVED FROM THE ADEQUATE SCHOOL FACILITIES TAX**

This Addendum is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the TOWN OF NOLENSVILLE, ("Town"), and WILLIAMSON COUNTY, TENNESSEE, ("County"), and is executed to amend the terms concerning the use of funds received through the Adequate School Facilities Tax ("Tax").

- WHEREAS,** County and Town are Tennessee governmental entities with the authority, pursuant to Tenn. Code Ann. § 12-9-104, to enter into interlocal agreements for the joint cooperation and funding of public facilities;
- WHEREAS,** Williamson County assesses a privilege tax of \$1.00 on new residential construction pursuant to the Tax codified as Private Acts of 1987, Chapter 113;
- WHEREAS,** Section 9 of the Private Act provides those municipalities that have adopted a capital improvement program to receive a portion of the Tax to be used strictly for public capital projects related to growth;
- WHEREAS,** the interlocal agreement restricts the use of the Town's portion of the revenue for educational purposes to assist the County for costs associated with construction, renovation or expansion of school facilities;
- WHEREAS,** the Town intends to use a portion of the funds to pay for the Small Town Connections Project which when completed will connect Nolensville Elementary School, Nolensville Park, Practice Soccer Fields, Recreation Center, and the Community Center to the Town Center;
- WHEREAS,** the parties have agreed to continue to be bound by all provisions of the interlocal agreement which do not conflict with this Addendum; and
- WHEREAS,** it is for these reasons that the parties agree that should any terms in the interlocal agreement conflict with this Addendum, the terms in this Addendum shall prevail.

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties agree that the restrictions on the expenditure of revenue received by the Town from the collection of the Tax be temporarily lifted to provide the Town the authority to withdraw an amount as agreed upon by the parties, not to exceed \$153,400.00, to complete the Small Town Connection Project. At the termination of this Addendum the restrictions on the expenditure of revenue received through collection of the Tax shall be reinstated and the use of the remaining revenue and future revenue shall be limited pursuant to the restrictions contained in the interlocal agreement unless otherwise agreed in writing by the parties.
2. This Addendum shall become effective on the date it is fully executed and shall continue until June 30, 2014 unless otherwise terminated by the agreement of the parties.
3. All other terms included in the Agreement which do not conflict with this Addendum shall remain in effect.

**IN WITNESS WHEREOF,** the parties hereto have caused this Addendum to be executed by their duly authorized representatives on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WILLIAMSON COUNTY, TENNESSEE

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
County Attorney

TOWN OF NOLENSVILLE

\_\_\_\_\_  
Town Mayor

Attest: \_\_\_\_\_

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

BOARD OF MAYOR AND ALDERMEN  
TOWN OF NOLENSVILLE  
Post Office Box 547  
Nolensville, Tennessee 37135

**Resolution 14-04**

**A RESOLUTION ADOPTING A SOCIAL MEDIA USE AND INTERNET POSTING  
POLICY FOR THE TOWN OF NOLENSVILLE, TENNESSEE**

WHEREAS, the prevalence of online social media has made personal expression on public or semipublic websites commonplace; and,

WHEREAS, the free speech rights afforded by the United States and Tennessee Constitutions are of utmost importance to the town, its officials and employees; and,

WHEREAS, the Town of Nolensville has an interest in cultivating and maintain a positive presence on the internet, and,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE THAT THE FOLLOWING IS HEREBY APPROVED AND ADOPTED:

**SOCIAL MEDIA USE AND INTERNET POSTING POLICY**

**SECTION 1. APPLICABILITY**

1. This policy applies to every employee, whether part-time, full-time, currently employed by the Town in any capacity, who posts any material whether writers, audio, video or otherwise on any website, blog or any other medium accessible via the internet.
2. For purposes of this policy, social media is content created by individuals using accessible and scalable technologies through the internet. Examples include: Facebook, blogs, MySpace, RSS, YouTube, Second Life, Twitter, LinkedIn, Google+, etc.

**SECTION 2. CITY OWNED OR CREATED SOCIAL MEDIA**

1. The Town maintains an online presence. An employee may not characterize him or herself as representing the Town directly or indirectly, in any online posting unless pursuant to a written policy of the Town or the direction of a Supervisor.
2. All Town social media sites directly or indirectly representing to be an official statement of the Town must be created pursuant to this policy and be approved by the Mayor (or their designee).
3. The Town's primary and predominant internet presence shall remain Town of Nolensville and no other website, blog or social media site shall characterize itself as such.
4. The Mayor (or their designee) is responsible for the content and upkeep of any social media sites created pursuant to this policy.
5. Whenever possible, a social media site shall link or otherwise refer visitors to the Town's main website and keep the site as informational as possible.

6. In addition to this policy, all social media sites shall comply with any and every other applicable Town policy, including, but not limited to:
  - a. Open Records Policy
  - b. Email-Internet Use Policy
  - c. Personnel Policy
  - d. Ethics Policy
  - e. Records Retention Policy
7. A social media site is subject to Tennessee's Public Records Act (T.C.A. 10-7-101, et seq.) and Open Meetings Act (T.C.A. 8-44-101, et seq.) and no social media site shall be used to circumvent or otherwise in violation of these laws. All information posted on social media site shall be a public record and subject to public inspection. All lawful records requests for information contained on a social media site shall be fulfilled by the Town Recorder and any employee whose assistance is necessitated. Every social media site shall contain a clear and conspicuous statement referencing to aforementioned state laws. All official postings on a social media site shall be preserved in accordance with the Town's records retention schedule.
8. A social media site shall also contain a clear and conspicuous statement that the purpose of the site is to serve as a mechanism for communication between the Town and its constituents and that all postings are subject to review and deletion by the Town. The following content is not allowed and will be immediately removed and may subject the poster to banishment from all Town social media sites:
  - a. Comments not topically related to the particular social medium article being commented upon
  - b. Comments in support of or opposition to political campaigns or ballot measures
  - c. Profane language or content
  - d. Content that promotes, fosters, or perpetuates discrimination on the basis or race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
  - e. Sexual content or links to sexual content
  - f. Solicitations of commerce
  - g. Conduct or encouragement of illegal activity
  - h. Information that may tend to compromise the safety or security of the public or public systems
  - i. Content that violates a legal ownership interest of any other party
9. The Town will approach the use of social media tools, software, hardware and applications must be approved by the Mayor (or their designee).
10. Administration of Town social media sites:
  - a. The Office Manager will maintain a list of social media tools which are approved for use by Town departments and staff.
  - b. The Office Manager will maintain a list of all Town social media sites, including login and password information. Employees and officials will inform the Office Manager of any new social media sites or administrative changes to existing sites.

- c. The Town must be able to immediately edit or remove content from social media sites.
11. For each social media tool approved for use by the Town, the following documentation will be developed and adopted:
- a. Operational and Use Guidelines
  - b. Standards and Processes for Managing Accounts on Social Media Sites
  - c. Town and Departmental Branding Standards
  - d. Enterprise-wide Design Standards
  - e. Standards for the Administration of Social Media Sites

### SECTION 3. NON-TOWN SOCIAL MEDIA SITES

1. An employee may not characterize him or herself as representing the Town, directly or indirectly, in any online posting unless pursuant to a written policy of the Town or the direction of a Supervisor.
2. The use of a Town email address, job title, official Town name, seal or logo shall be deemed an attempt to represent the town in an official capacity. Other communications leading an average viewer to conclude that a posting was made in an official capacity shall also be deemed an attempt to represent the Town in an official capacity.
3. Departments have the options of allowing employees to participate in existing social networking sites as part of their job duties Department Heads may allow or disallow employee participation in any social media activities in their departments.
4. Any postings on a non-Town social media site made in an official capacity shall be subject to the Tennessee Open Records Act and the Tennessee Open Meetings Act.
5. An employee or official posting on a social media site shall take reasonable care not to disclose any confidential information in any posting.
6. When posting in a non-official capacity an employee or official shall take reasonable care not to identify themselves as an official or employee of the Town. When the identity of an employee or official posting on a non-Town social media site is apparent, the employee or official shall clearly state that he or she is posting in a private capacity.

This resolution will take effect immediately upon its passage, the public welfare requiring it.

RESOLVED this 9<sup>th</sup> day of January 2014

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Jimmy Alexander, Mayor

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Cindy Lancaster, Town Recorder

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