

AGENDA
TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN
THURSDAY, APRIL 7TH, 2016, 7:00 P.M.

1. Call to Order
2. Prayer and Pledge
3. Citizens Input/General Comments
4. Approval of Minutes for Regular Meeting March 3rd, 2016
5. Treasurer's Report – February, 2016
6. Committee Reports
 - a. Planning Commission
 - b. Engineering Department
 - c. Fire Department
 - d. Police Department Report
 - e. Public Works
 - f. Historic Commission
 - g. Economic Development Committee
 - h. Town Events Committee
 - i. Trees and Trails Committee
7. Consent Agenda*
 - a. Resolution 16-08, a resolution to release Regent Homes, LLC from maintenance bonding and accept the roads and public improvements within Burkitt Village, Phase 1 for maintenance—Mayor Alexander
 - b. Resolution 16-09, a resolution to make applications for Governor's Highway Safety Grant funding—Mayor Alexander
8. Public hearing of Ordinance 16-02, an ordinance to approve an addition to Burberry Glen Master Concept P.U.D. Plan in Nolensville, Tennessee and zone property suburban residential with a P.U.D. overlay (SR/P.U.D.)—Mayor Alexander
9. Public hearing of Resolution 16-10, a resolution to approve the issuance of bonds for the benefit of WCO AL DP, LLC—Mayor Alexander
10. Reading of Resolution 16-10, a resolution to approve the issuance of bonds for the benefit of WCO AL DP, LLC —Mayor Alexander
11. First reading of Ordinance 16-03, an ordinance to amend budget ordinance 15-06 for fiscal year July 1, 2015 – June 30, 2016—Mayor Alexander
12. First reading of Ordinance 16-04, an ordinance adopting a budget for fiscal year July 1, 2016 – June 30, 2017 —Mayor Alexander
13. First reading of Ordinance 16-05, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property at 7150 Nolensville Road currently Office Industrial (OI) to Commercial Services (CS) with a Commercial Corridor Overlay (CCO)—Mayor Alexander
14. First reading of Ordinance 16-06, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone four (4) tracts of property off of Nolensville Road between Sunset Road and Sam Donald Road—Mayor Alexander
15. First reading of Ordinance 16-07, an ordinance to enter into a franchise agreement with Comcast of Nashville II, LLC—Mayor Alexander
16. Reading of Resolution 16-11, a resolution to enter into an agreement and authorize the use of funds to purchase property for the Town of Nolensville—Mayor Alexander
17. Reading of Resolution 16-12, a resolution to enter into an agreement with The Wannabeatles for Fourth of July music entertainment—Alderman Snyder
18. Other
19. Adjourn

**Items on the consent agenda are considered to be routine. Discussion of individual items listed on the consent agenda is not required, but Board members or citizens may request any item(s) be removed for further consideration.*

Town of Nolensville
Board of Mayor and Aldermen Meeting
Date: March 3, 2016 Time 7:00 p.m.
Nolensville Town Hall, 7218 Nolensville Road

Mayor Jimmy Alexander opened the meeting at 7:00 p.m. Members present were Mayor Alexander, Aldermen Tommy Dugger, Larry Felts, Jason Patrick and Brian Snyder. Staff present: Administrator Ken McLawhon, Counsel Robert Notestine, Town Engineer Don Swartz, Planner Henry Laird, and Recorder Kali Mogul. There were 19 citizens present.

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

There were no citizen comments.

Next, Mayor Alexander made a motion to approve the minutes from the Board meeting of February 4th, 2016, seconded by Alderman Dugger. The motion passed unanimously.

Mayor Alexander made a motion to approve the Treasurer's Report through January, 2016. Alderman Patrick seconded, and the report was approved unanimously.

COMMITTEE REPORTS:

In Chairman Douglas Radley's absence Town Planner Henry Laird reported for the Planning Commission:

- On February 18, 2016, the Planning Commission considered these items:
Providence Baptist Church parking lot site plan expansion, approved
Land use plan amendment proposed by Goodall Homes for a portion of the McCord property and a portion of the Taylor/Burns property between Sunset Road and Sam Donald Road, approved
Public hearing on land use plan amendment proposed by Mr. Willis Wells for his property at 7150 Nolensville Road to categorize the parcel for future commercial development, which was subsequently approved
Addition to Burberry Glen Concept P.U.D., approved and recommended to BOMA
Public hearing on land use plan amendment proposed by Mr. Doug Schenkel for property at 7223 Nolensville Road, which was subsequently denied
Brittain Downs Addition Phase 1 approved for release from maintenance bonding and recommended to BOMA

Town Engineer Don Swartz provided updates on the following:

- The truck prohibition sign has been posted on Old Clovercroft Road between Nolensville Road and Sam Donald Road
The 40-MPH speed limit sign has been posted on Nolensville Road south of Rocky Fork Road, and another sign must be ordered so drivers know they are allowed to resume speed as they head out of the Town limits
The right-of-way negotiation for the Small Town Connections grant is nearly complete; construction plans and the bridge design are underway at TDOT

The Stonebrook Safe Route to School plans are in review and a bid book is being prepared; the Town will coordinate construction with the Sunset School sidewalk connection to Brittain Downs

On behalf of the Nolensville Fire Department, Tom Seyfried reported statistics for February. The team has interviewed five candidates for the administrative fire captain position and will interview five more.

Police Chief Troy Huffines presented his report on monthly offenses, stop data, and management report for February. He noted that truck drivers caught driving on Old Clovercroft will receive verbal warning for about 30 days. After this grace period, truck drivers will receive citations.

Mr. Bryan Howell reported for the Public Works Department, saying Williamson County Public Works put down 22 tons of blacktop patch on Nolensville roads in the month of February. The department will begin cleaning drains shortly and is also tasked with repairing seven sections of sidewalk on Old Clovercroft.

There was no report for the Historic Zoning Commission, as they did not meet.

Mr. Tyler Thayer represented the Economic Development Committee. He said he would represent the Town at the Outlook Williamson event on March 15th. The committee is also developing a new survey for delivery to business owners in the town.

Alderman Snyder reported for the Town Events Committee. The July 4th celebration will be held on Saturday July 2nd with a rain date of July 3rd.

On behalf of the Trees for Trails Committee Ms. Kelley Crummitt said the committee members would be meeting to finalize the town's master trail plan. There was some discussion on how to mark the mileage of the trails.

In new business, Mayor Alexander moved to approve the first reading of Ordinance 16-02, an Addition to Burberry Glen Master Concept P.U.D. and zone the property suburban residential with a P.U.D. overlay. Alderman Patrick seconded. Mr. Jeffrey Heinze of Littlejohn Engineering represented the project. When a vote was taken, approval of the ordinance passed unanimously.

Mayor Alexander then made a motion to approve Resolution 16-06 to consider a proposal by and authorize the Mayor to enter into an agreement with The Retail Coach, Incorporated. The motion was seconded by Alderman Felts and passed unanimously.

Mayor Alexander made a motion to approve Resolution 16-07 to release Regent Homes, LLC from maintenance bonding for road and public improvements within Brittain Downs Addition, Phase 1. Alderman Dugger seconded the motion, which passed unanimously.

Mayor Alexander announced there were 11 residential housing permits issued in February, bringing the total for the fiscal year to 149. He also mentioned there would be a workshop on Friday, March 4th at 3:30 p.m. to discuss the Town's transportation needs with State Senator Jack Johnson and State Representative Glen Casada.

Mayor Alexander adjourned the meeting at 7:38 p.m.

Respectfully submitted,

Approved,

Kali Mogul
Town Recorder

Jimmy Alexander
Mayor

**Town of Nolensville
Cash on Hand Report
2/29/2016**

Bank Account	Financial Institution	Interest Rate	Balance	Fund Total
General Fund:				
Rainy Day Fund	Peoples State Bank of Commerce	0.81%	\$153,397.52	
Legal Fund	Peoples State Bank of Commerce	0.81%	\$3,332.98	
Growth Fund	Peoples State Bank of Commerce	0.81%	\$87,709.43	
Local Investment	State of Tennessee	0.30%	\$3,769.31	
Checking	Peoples State Bank of Commerce	0.81%	\$17,376.05	
Savings	Peoples State Bank of Commerce	0.81%	\$3,056,712.77	
				General Fund Total
				\$3,322,298.06
Facilities Tax:				
Checking	Peoples State Bank of Commerce	0.00%	\$495.02	
Money Market	Peoples State Bank of Commerce	0.85%	\$2,445,677.94	
Capital Funds	Peoples State Bank of Commerce	0.81%	\$37,237.65	
				Facilities Tax Total
				\$2,483,410.61
Impact Fee:				
Impact Checking	Peoples State Bank of Commerce	0.00%	\$78.33	
Impact Base	Peoples State Bank of Commerce	0.81%	\$3,590,114.14	
Impact 25%	Peoples State Bank of Commerce	0.81%	\$150,056.74	
				Impact Fee Total
				\$ 3,740,249.21
Drug Fund:				
Drug Fund	Peoples State Bank of Commerce	0.81%	\$13,668.28	
				Drug Fund Total
				\$13,668.28
State Street Aid:				
Local Investment	State of Tennessee	0.30%	\$5,596.43	
Checking	Peoples State Bank of Commerce	0.00%	\$167.97	
Savings	Peoples State Bank of Commerce	0.81%	\$364,649.41	
				State Street Aid Total:
				\$370,413.81
County School:				
County 30%-Checking	Peoples State Bank of Commerce	0.00%	\$98.56	
County 30%-Save	Peoples State Bank of Commerce	0.81%	\$365,946.14	
				County School Fund Total
				\$ 366,044.70
Debt Service:				
Debt Service-Checking	Peoples State Bank of Commerce	0.00%	\$0.00	
Debt Service-Save	Peoples State Bank of Commerce	0.81%	\$954,204.83	
				Debt Service Fund Total
				\$ 954,204.83
				Total Cash On Hand
				<u>\$11,250,289.50</u>

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
110-410-41000	0.00	21,654.80	344,922.00	289,901.13	15.95%
110-410-41140	0.00	90.29	5,000.00	2,048.40	59.03%
110-410-42300	0.00	11.47	500.00	220.39	55.92%
110-410-42500	0.00	61,334.32	391,000.00	309,601.46	20.82%
110-410-42540	0.00	213.50	54,000.00	42,546.74	21.21%
110-410-42550	0.00	5,259.27	78,000.00	62,811.14	19.47%
110-410-42670	0.00	11,734.66	55,000.00	25,770.40	53.14%
110-410-42680	0.00	21,855.51	85,000.00	78,026.42	8.20%
110-410-42910	0.00	0.00	1,300.00	1,800.00	(38.46%)
110-410-42920	0.00	270.00	6,920.00	770.00	88.87%
110-410-44310	0.00	68,569.04	599,168.00	419,053.08	30.06%
110-410-44320	0.00	0.00	50,000.00	82,649.05	(65.30%)
110-410-44330	0.00	0.00	3,968.00	2,066.47	47.92%
110-410-44340	0.00	3,424.50	21,600.00	13,773.88	36.23%
110-410-44370	0.00	1,345.45	16,268.80	10,414.76	35.98%
110-410-44500	0.00	52.51	90,867.20	47,041.58	48.23%
110-410-44610	0.00	0.00	75.00	118.00	(57.33%)
110-410-45600	0.00	2,217.48	17,000.00	15,774.68	7.21%
110-410-45644	0.00	0.00	0.00	400.00	0.00%
110-410-45670	0.00	0.00	0.00	51.15	0.00%
110-410-45675	0.00	0.00	21,950.00	5,000.00	77.22%
110-410-45695	0.00	0.00	600.00	253.58	57.74%
Total GENERAL GOVERNMENT Revenues	0.00	198,032.80	1,843,139.00	1,410,092.31	23.50%
ENGINEERING Revenues					
110-420-43010	0.00	26,992.36	310,430.00	288,250.34	7.14%
110-420-43011	0.00	169.38	4,000.00	4,465.92	(11.65%)
110-420-43012	0.00	700.00	3,750.00	5,150.00	(37.33%)
110-420-43015	0.00	6,277.00	100.00	6,302.00	(6202.00%)
110-420-43030	0.00	1,027.00	16,465.00	15,177.00	7.82%
110-420-43035	0.00	1,600.00	18,500.00	18,500.00	0.00%
110-420-43040	0.00	1,650.00	27,750.00	20,400.00	26.49%
110-420-43050	0.00	0.00	4,000.00	1,298.42	67.54%
110-420-43060	0.00	886.00	11,100.00	14,009.63	(26.21%)
110-420-43080	0.00	725.00	4,000.00	4,950.00	(23.75%)
110-420-43090	0.00	0.00	2,100.00	3,850.00	(83.33%)
110-420-43095	0.00	4,270.00	24,696.00	21,058.50	14.73%
110-420-43100	0.00	(6,277.00)	5,400.00	2,900.49	46.29%
110-420-43120	0.00	0.00	250.00	450.00	(80.00%)
110-420-43130	0.00	0.00	200.00	50.00	75.00%
110-420-44513	0.00	835.12	13,875.00	11,351.14	18.19%
110-420-45645	0.00	37.00	300.00	460.00	(53.33%)
Total ENGINEERING Revenues	0.00	38,891.86	446,916.00	418,623.44	6.33%
POLICE Revenues					
110-430-45680	0.00	6,258.63	116,629.00	8,843.63	92.42%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-430-46000 OFFICER COURT FEE	0.00	224.58	4,000.00	3,817.29	4.57%
110-430-47000 COURT COSTS	0.00	11,324.76	125,000.00	88,474.45	29.22%
Total POLICE Revenues	0.00	17,807.97	245,629.00	101,135.37	58.83%
Total GENERAL FUND Revenues	0.00 \$	254,732.63 \$	2,535,684.00 \$\$	1,929,851.12	23.89%
Expenditures					
BOMA Expenditures					
110-400-51100 SALARIES	0.00 \$	1,500.00 \$	18,000.00 \$\$	13,250.00	26.39%
110-400-51400 EMPLOYER CONTRIBUTIONS	0.00	114.76	1,377.00	1,013.73	26.38%
110-400-52000 CONTRACTUAL SERVICES	0.00	0.00	1,500.00	1,500.00	0.00%
110-400-52350 MEMBERSHIPS REGISTRATION FEES	0.00	175.00	5,576.00	5,050.36	9.43%
110-400-52360 PUBLIC RELATIONS/SPECIAL EVENTS	0.00	0.00	3,500.00	5,244.46	(49.84%)
110-400-52400 CELLULAR TELEPHONE	0.00	49.75	660.00	417.37	36.76%
110-400-52500 PROFESSIONAL SERVICES	0.00	300.00	5,200.00	4,900.00	5.77%
110-400-52520 LEGAL SERVICES	0.00	2,700.00	32,400.00	21,600.00	33.33%
110-400-52800 TRAVEL	0.00	0.00	1,080.00	993.45	8.01%
110-400-55100 LIABILITY INSURANCE	0.00	0.00	3,806.00	3,036.91	20.21%
110-400-55150 WORKERS COMPENSATION INSURANCE	0.00	120.03	166.70	120.03	28.00%
110-400-57300 MTTC GRANT	0.00	0.00	1,200.00	0.00	100.00%
110-400-57330 EMPLOYEE APPRECIATION	0.00	0.00	3,800.00	3,346.94	11.92%
110-400-57710 TREES N TRAILS	0.00	0.00	1,000.00	0.00	100.00%
110-400-57720 ECONOMIC DEVELOPMENT	0.00	0.00	5,000.00	5,727.00	(14.54%)
110-400-57740 TOURISM	0.00	1,000.00	1,000.00	1,000.00	0.00%
110-400-57760 TOWN EVENTS	0.00	0.00	28,690.00	2,397.96	91.64%
110-400-57880 OTHER BOMA/EMPLOYEE SERVICE	0.00	164.65	2,500.00	2,869.80	(14.79%)
Total BOMA Expenditures	0.00	6,124.19	116,455.70	72,468.01	37.77%
GENERAL GOVERNMENT Expenditures					
110-410-51100 SALARIES	0.00	14,480.78	224,593.88	131,205.74	41.58%
110-410-51400 EMPLOYER CONTRIBUTIONS	0.00	1,093.07	17,181.43	9,823.95	42.82%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	0.00	2,441.02	26,853.00	19,485.16	27.44%
110-410-51430 EMPLOYEE RETIREMENT PLAN	0.00	345.56	6,520.78	3,063.23	53.02%
110-410-51470 UNEMPLOYMENT INSURANCE	0.00	60.60	333.00	251.58	24.45%
110-410-52110 POSTAGE BOX RENT ETC	0.00	(28.78)	1,000.00	550.28	44.97%
110-410-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	1,000.00	361.62	63.84%
110-410-52350 MEMBERSHIPS REGISTRATION FEES	0.00	500.00	3,914.00	3,652.76	6.67%
110-410-52400 CELLULAR TELEPHONE	0.00	113.91	1,500.00	1,162.35	22.51%
110-410-52500 PROFESSIONAL SERVICES	0.00	0.00	4,800.00	4,800.00	0.00%
110-410-52600 REPAIR AND MAINTENANCE SERVICES	0.00	304.33	1,653.00	2,671.12	(61.59%)
110-410-52800 TRAVEL	0.00	0.00	1,300.00	2,740.46	(110.80%)
110-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00	409.05	1,200.00	1,594.95	(32.91%)
110-410-55100 LIABILITY INSURANCE	0.00	0.00	3,796.00	3,036.94	20.00%
110-410-55150 WORKERS COMPENSATION INSURANCE	0.00	968.29	531.51	933.29	(75.59%)
110-410-55510 TRUSTEE FEES	0.00	(165.57)	10,000.00	6,432.51	35.67%
110-410-55900 50% STATE MIXED DRINK TAX	0.00	1,712.25	10,800.00	6,886.94	36.23%
110-410-57760 TOWN EVENTS	0.00	2,500.00	0.00	2,500.00	0.00%
110-410-57800 MOVING EXPENSES	0.00	0.00	0.00	1,283.01	0.00%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total GENERAL GOVERNMENT Expenditures	0.00	24,734.51	316,976.60	202,435.89	36.14%
COURT Expenditures					
110-415-51100 SALARIES	0.00	5,824.34	79,537.21	49,916.15	37.24%
110-415-51400 EMPLOYER CONTRIBUTIONS	0.00	445.54	6,084.60	3,818.50	37.24%
110-415-51420 HOSPITAL AND HEALTH INSURANCE	0.00	713.51	8,737.00	5,700.58	34.75%
110-415-51430 EMPLOYEE RETIREMENT PLAN	0.00	74.24	965.12	690.79	28.42%
110-415-51470 UNEMPLOYMENT INSURANCE	0.00	48.25	180.00	115.24	35.98%
110-415-51650 COURT COSTS	0.00	0.00	297.00	0.00	100.00%
110-415-52110 POSTAGE BOX RENT ETC	0.00	49.00	245.00	56.67	76.87%
110-415-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	300.00	0.00	100.00%
110-415-52600 REPAIR AND MAINTENANCE SERVICES	0.00	264.89	2,651.00	1,473.24	44.43%
110-415-52800 TRAVEL	0.00	0.00	1,200.00	0.00	100.00%
110-415-53100 OFFICE SUPPLIES AND MATERIALS	0.00	79.99	400.00	183.51	54.12%
110-415-55100 LIABILITY INSURANCE	0.00	0.00	3,796.00	3,036.94	20.00%
110-415-55150 WORKERS COMPENSATION INSURANCE	0.00	213.50	161.88	213.50	(31.89%)
Total COURT Expenditures	0.00	7,713.26	104,554.81	65,205.12	37.64%
ENGINEERING Expenditures					
110-420-51100 SALARIES	0.00	6,327.34	87,688.38	57,196.06	34.77%
110-420-51400 EMPLOYER CONTRIBUTIONS	0.00	484.04	6,708.16	4,375.49	34.77%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	0.00	713.51	8,737.00	5,700.58	34.75%
110-420-51430 EMPLOYEE RETIREMENT PLAN	0.00	156.92	2,174.67	1,434.96	34.01%
110-420-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	90.00	90.01	(0.01%)
110-420-52110 POSTAGE BOX RENT ETC	0.00	0.00	25.00	0.00	100.00%
110-420-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	750.00	321.20	57.17%
110-420-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	655.00	385.00	41.22%
110-420-52540 ARCHITECTURAL AND ENGINEERING	0.00	196.00	10,000.00	15,190.00	(51.90%)
110-420-52600 REPAIR AND MAINTENANCE SERVICES	0.00	318.02	1,644.00	1,091.88	33.58%
110-420-52800 TRAVEL	0.00	0.00	100.00	0.00	100.00%
110-420-53100 OFFICE SUPPLIES AND MATERIALS	0.00	22.87	250.00	180.51	27.80%
110-420-55100 LIABILITY INSURANCE	0.00	0.00	3,776.00	3,036.94	19.57%
110-420-55150 WORKERS COMPENSATION INSURANCE	0.00	567.45	655.58	514.95	21.45%
110-420-57915 MS4	0.00	3,264.00	28,640.00	14,209.78	50.38%
Total ENGINEERING Expenditures	0.00	12,050.15	151,893.79	103,727.36	31.71%
PLANNING Expenditures					
110-425-51100 SALARIES	0.00	6,528.78	90,479.89	59,084.02	34.70%
110-425-51400 EMPLOYER CONTRIBUTIONS	0.00	499.46	6,921.71	4,520.01	34.70%
110-425-51420 HOSPITAL AND HEALTH INSURANCE	0.00	706.79	11,319.00	7,049.44	37.72%
110-425-51430 EMPLOYEE RETIREMENT PLAN	0.00	161.92	2,243.90	1,479.96	34.05%
110-425-51470 UNEMPLOYMENT INSURANCE	0.00	19.07	117.00	116.99	0.01%
110-425-52110 POSTAGE BOX RENT ETC	0.00	0.00	175.00	151.17	13.62%
110-425-52310 PUBLICATION OF LEGAL NOTICES	0.00	84.85	600.00	303.94	49.34%
110-425-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	1,795.00	0.00	100.00%
110-425-52500 PROFESSIONAL SERVICES	0.00	0.00	0.00	2,800.00	0.00%
110-425-52540 ARCHITECTURAL AND ENGINEERING	0.00	8,343.75	112,350.00	54,999.25	51.05%
110-425-52570 PLANNING AND ZONING SERVICES	0.00	0.00	75.00	68.00	9.33%
110-425-52600 REPAIR AND MAINTENANCE SERVICES	0.00	318.03	1,469.00	1,091.88	25.67%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-425-52800 TRAVEL	0.00	0.00	2,000.00	0.00	100.00%
110-425-53100 OFFICE SUPPLIES AND MATERIALS	0.00	29.38	1,000.00	665.82	33.42%
110-425-55100 LIABILITY INSURANCE	0.00	0.00	2,956.00	3,036.94	(2.74%)
110-425-55150 WORKERS COMPENSATION INSURANCE	0.00	565.60	598.18	530.60	11.30%
110-425-57920 REIMBURSABLE ENGINEER SERVICE	0.00	37.00	300.00	506.00	(68.67%)
Total PLANNING Expenditures	0.00	17,294.63	234,399.68	136,404.02	41.81%
CODES Expenditures					
110-428-51100 SALARIES	0.00	6,800.37	92,981.12	63,255.62	31.97%
110-428-51370 CODES UNIFORMS	0.00	0.00	0.00	125.00	0.00%
110-428-51400 EMPLOYER CONTRIBUTIONS	0.00	520.23	7,113.06	4,839.08	31.97%
110-428-51420 HOSPITAL AND HEALTH INSURANCE	0.00	1,527.77	17,474.20	10,012.39	42.70%
110-428-51430 EMPLOYEE RETIREMENT PLAN	0.00	168.64	2,305.93	1,563.13	32.21%
110-428-51470 UNEMPLOYMENT INSURANCE	0.00	54.00	180.00	171.35	4.81%
110-428-52110 POSTAGE BOX RENT ETC	0.00	0.00	98.00	50.16	48.82%
110-428-52350 MEMBERSHIPS REGISTRATION FEES	0.00	125.00	710.00	295.00	58.45%
110-428-52540 ARCHITECTURAL AND ENGINEERING	0.00	0.00	1,800.00	1,721.25	4.38%
110-428-52600 REPAIR AND MAINTENANCE SERVICES	0.00	318.03	2,771.00	1,966.88	29.02%
110-428-52610 REPAIR AND MAINTENANCE MOTOR	0.00	23.98	580.00	114.17	80.32%
110-428-52800 TRAVEL	0.00	0.00	1,889.00	0.00	100.00%
110-428-53100 OFFICE SUPPLIES AND MATERIALS	0.00	40.85	800.00	622.24	22.22%
110-428-53310 VEHICLE GAS	0.00	24.75	1,500.00	578.99	61.40%
110-428-55100 LIABILITY INSURANCE	0.00	0.00	4,238.00	3,392.24	19.96%
110-428-55150 WORKERS COMPENSATION INSURANCE	0.00	2,090.61	1,638.36	3,577.11	(118.33%)
Total CODES Expenditures	0.00	11,694.23	136,078.67	92,284.61	32.18%
POLICE Expenditures					
110-430-51100 SALARIES	0.00	29,198.43	424,615.62	250,021.29	41.12%
110-430-51130 OVERTIME SALARIES	0.00	166.87	15,000.00	3,538.84	76.41%
110-430-51360 POLICE CLOTHING/UNIFORMS	0.00	667.00	7,000.00	4,101.06	41.41%
110-430-51400 EMPLOYER CONTRIBUTIONS	0.00	2,246.45	32,483.09	19,397.41	40.28%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	0.00	5,736.08	83,002.30	44,878.80	45.93%
110-430-51430 EMPLOYEE RETIREMENT PLAN	0.00	624.09	10,411.88	6,311.41	39.38%
110-430-51470 UNEMPLOYMENT INSURANCE	0.00	237.02	900.00	789.45	12.28%
110-430-52000 CONTRACTUAL SERVICES	0.00	0.00	8,000.00	6,000.00	25.00%
110-430-52110 POSTAGE BOX RENT ETC	0.00	6.74	150.00	50.87	66.09%
110-430-52200 PRINTING/DUPLICATION	0.00	0.00	2,000.00	1,903.95	4.80%
110-430-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	100.00	0.00	100.00%
110-430-52350 MEMBERSHIPS REGISTRATION FEES	0.00	1,238.00	2,533.00	2,338.00	7.70%
110-430-52355 TRAINING AND AMMUNITION	0.00	2,050.00	28,203.00	2,642.78	90.63%
110-430-52360 PUBLIC RELATIONS/SPECIAL EVENTS	0.00	0.00	1,150.00	830.50	27.78%
110-430-52400 CELLULAR TELEPHONE	0.00	0.00	0.00	380.16	0.00%
110-430-52450 TELEPHONE AND OTHER	0.00	681.96	4,039.00	2,886.11	28.54%
110-430-52500 PROFESSIONAL SERVICES	0.00	0.00	1,800.00	1,630.50	9.42%
110-430-52590 EMERGENCY NOTIFICATION	0.00	0.00	2,000.00	1,520.00	24.00%
110-430-52600 REPAIR AND MAINTENANCE SERVICES	0.00	1,002.19	5,759.00	3,828.22	33.53%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	0.00	2,438.37	10,000.00	12,979.94	(29.80%)
110-430-52800 TRAVEL	0.00	0.00	300.00	1,181.02	(293.67%)
110-430-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	1,200.00	845.98	29.50%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-430-53110 EVIDENCE SUPPLIES & EQUIPMENT	0.00	0.00	500.00	98.00	80.40%
110-430-53290 OTHER OPERATING SUPPLIES	0.00	0.00	500.00	424.76	15.05%
110-430-53310 VEHICLE GAS	0.00	953.84	28,000.00	10,549.30	62.32%
110-430-55100 LIABILITY INSURANCE	0.00	0.00	21,152.00	19,450.16	8.05%
110-430-55150 WORKERS COMPENSATION INSURANCE	0.00	16,524.20	19,087.97	15,229.20	20.22%
110-430-57400 SAFE STREETS GRANT	0.00	0.00	33,270.00	0.00	100.00%
110-430-59000 CAPITAL OUTLAY	0.00	0.00	4,000.00	2,590.00	35.25%
Total POLICE Expenditures	0.00	63,771.24	747,156.86	416,397.71	44.27%
FIRE Expenditures					
110-440-52000 CONTRACTUAL SERVICES	0.00	11,943.75	143,325.00	95,550.00	33.33%
Total FIRE Expenditures	0.00	11,943.75	143,325.00	95,550.00	33.33%
STREET Expenditures					
110-450-51100 SALARIES	0.00	7,298.94	137,301.37	77,997.01	43.19%
110-450-51130 OVERTIME SALARIES	0.00	0.00	600.00	167.67	72.06%
110-450-51350 PUBLIC WORKS UNIFORMS	0.00	0.00	400.00	8.99	97.75%
110-450-51400 EMPLOYER CONTRIBUTIONS	0.00	558.39	10,503.55	5,979.67	43.07%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	0.00	1,413.02	17,538.00	11,328.14	35.41%
110-450-51430 EMPLOYEE RETIREMENT PLAN	0.00	148.94	1,929.46	1,356.46	29.70%
110-450-51470 UNEMPLOYMENT INSURANCE	0.00	53.37	450.00	283.05	37.10%
110-450-52000 CONTRACTUAL SERVICES	0.00	0.00	8,368.81	8,368.81	0.00%
110-450-52100 COMMUNICATION AND	0.00	0.00	1,439.00	0.00	100.00%
110-450-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	870.00	269.00	69.08%
110-450-52410 ELECTRIC	0.00	33.73	2,000.00	259.14	87.04%
110-450-52470 STREET LIGHTING (ELECTRIC AND	0.00	351.65	4,200.00	2,795.41	33.44%
110-450-52490 SNOW REMOVAL	0.00	5,436.00	2,000.00	5,436.00	(171.80%)
110-450-52500 PROFESSIONAL SERVICES	0.00	0.00	0.00	250.00	0.00%
110-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00	217.59	1,729.00	713.24	58.75%
110-450-52610 REPAIR AND MAINTENANCE MOTOR	0.00	109.55	5,369.00	3,552.27	33.84%
110-450-52620 REPAIR AND MAINTENANCE OTHER	0.00	0.00	3,500.00	1,499.22	57.17%
110-450-52640 REPAIR AND MAINTENANCE TRAFFIC	0.00	0.00	0.00	3.98	0.00%
110-450-52650 REPAIR AND MAINTENANCE	0.00	0.00	2,000.00	392.83	80.36%
110-450-52800 TRAVEL	0.00	0.00	500.00	0.00	100.00%
110-450-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	100.00	15.98	84.02%
110-450-53120 SMALL ITEMS OF EQUIPMENT	0.00	1,276.57	2,000.00	2,321.54	(16.08%)
110-450-53310 VEHICLE GAS	0.00	223.13	8,000.00	3,471.49	56.61%
110-450-53420 SIGN PARTS AND SUPPLIES	0.00	23.77	1,000.00	407.53	59.25%
110-450-55100 LIABILITY INSURANCE	0.00	0.00	6,094.00	6,313.34	(3.60%)
110-450-55150 WORKERS COMPENSATION INSURANCE	0.00	2,666.33	2,685.56	2,473.83	7.88%
110-450-59320 DRAINAGE IMPROVEMENT	0.00	0.00	4,000.00	0.00	100.00%
Total STREET Expenditures	0.00	19,810.98	224,577.75	135,664.60	39.59%
BUILDING Expenditures					
110-460-51100 SALARIES	0.00	466.46	8,820.75	3,732.99	57.68%
110-460-51400 EMPLOYER CONTRIBUTIONS	0.00	35.68	674.79	285.56	57.68%
110-460-51470 UNEMPLOYMENT INSURANCE	0.00	4.67	88.21	37.34	57.67%
110-460-52410 ELECTRIC	0.00	3,380.39	35,000.00	24,410.97	30.25%
110-460-52420 WATER	0.00	120.56	2,800.00	2,328.85	16.83%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-460-52440 GAS	0.00	39.84	500.00	327.23	34.55%
110-460-52450 TELEPHONE AND OTHER	0.00	1,105.75	14,520.00	8,815.53	39.29%
110-460-52600 REPAIR AND MAINTENANCE SERVICES	0.00	589.14	14,815.00	5,309.50	64.16%
110-460-52650 REPAIR AND MAINTENANCE	0.00	0.00	3,900.00	3,197.87	18.00%
110-460-53200 JANITORIAL SUPPLIES	0.00	639.44	6,250.00	4,599.10	26.41%
110-460-53230 LANDSCAPING	0.00	0.00	4,000.00	517.17	87.07%
110-460-55100 LIABILITY INSURANCE	0.00	0.00	6,574.00	5,868.59	10.73%
110-460-55150 WORKERS COMPENSATION INSURANCE	0.00	361.99	411.66	344.49	16.32%
110-460-59000 CAPITAL OUTLAY	0.00	6,579.00	12,500.00	6,579.00	47.37%
Total BUILDING Expenditures	0.00	13,322.92	110,854.41	66,354.19	40.14%
Total GENERAL FUND Expenditures	0.00 \$	188,459.86 \$	2,286,273.27 \$\$	1,386,491.51	39.36%
GENERAL FUND Excess of Revenues Over Expenditures \$	0.00	66,272.77 \$	249,410.73 \$	543,359.61 \$	(117.86%)

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
Revised Budget
For STATE STREET FUND (120)
For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
STREET Revenues					
120-450-44350 STATE HIGHWAY AND STREET FUNDS	0.00 \$	3,326.71 \$	43,806.72 \$\$	28,994.18	33.81%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	0.00	11,772.99	143,800.32	97,493.95	32.20%
120-450-44400 STATE 1989 INCREASE	0.00	1,792.40	20,712.96	15,621.81	24.58%
120-450-45600 INTEREST	0.00	214.08	0.00	1,563.39	0.00%
Total STREET Revenues	0.00	17,106.18	208,320.00	143,673.33	31.03%
Total STATE STREET FUND Revenues	0.00 \$	17,106.18 \$	208,320.00 \$\$	143,673.33	31.03%
Expenditures					
STREET Expenditures					
120-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00 \$	0.00 \$	0.00 \$\$	2,100.00	0.00%
120-450-52680 REPAIR AND MAINTENANCE ROADS	0.00	851.80	300,000.00	16,171.43	94.61%
Total STREET Expenditures	0.00	851.80	300,000.00	18,271.43	93.91%
Total STATE STREET FUND Expenditures	0.00 \$	851.80 \$	300,000.00 \$\$	18,271.43	93.91%
STATE STREET FUND Excess of Revenues Over	\$ 0.00	16,254.38 \$	(91,680.00) \$	125,401.90 \$	236.78%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For IMPACT FEE (125)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
125-410-45600 INTEREST	0.00 \$	2,394.70 \$	10,000.00 \$\$	18,812.03	(88.12%)
Total GENERAL GOVERNMENT Revenues	0.00	2,394.70	10,000.00	18,812.03	(88.12%)
ENGINEERING Revenues					
125-420-44515 IMPACT FEES	0.00	31,317.00	526,695.00	428,515.16	18.64%
125-420-44517 IMPACT FEE-25%	0.00	10,439.00	175,565.00	139,503.00	20.54%
125-420-44518 IMPACT FEE 25%-COMMERCIAL	0.00	0.00	0.00	3,335.48	0.00%
Total ENGINEERING Revenues	0.00	41,756.00	702,260.00	571,353.64	18.64%
Total IMPACT FEE Revenues	0.00 \$	44,150.70 \$	712,260.00 \$\$	590,165.67	17.14%
Expenditures					
STREET Expenditures					
125-450-53450 SUNSET ROAD WIDENING	0.00 \$	0.00 \$	145,750.00 \$\$	46,713.01	67.95%
Total STREET Expenditures	0.00	0.00	145,750.00	46,713.01	67.95%
Total IMPACT FEE Expenditures	0.00 \$	0.00 \$	145,750.00 \$\$	46,713.01	67.95%
IMPACT FEE Excess of Revenues Over Expenditures	\$ 0.00	44,150.70 \$	566,510.00 \$	543,452.66 \$	4.07%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For DRUG FUND (127)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
127-410-45600 INTEREST	0.00 \$	8.79 \$	50.00 \$\$	73.69	(47.38%)
Total GENERAL GOVERNMENT Revenues	0.00	8.79	50.00	73.69	(47.38%)
POLICE Revenues					
127-430-46010 DRUG FINES	0.00	0.00	2,000.00	498.75	75.06%
Total POLICE Revenues	0.00	0.00	2,000.00	498.75	75.06%
Total DRUG FUND Revenues	0.00 \$	8.79 \$	2,050.00 \$\$	572.44	72.08%
DRUG FUND Excess of Revenues Over Expenditures	\$ 0.00	\$ 8.79	\$ 2,050.00	\$ 572.44	72.08%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
Revised Budget
For ADEQUATE FACILITIES TAX (130)
For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
130-410-45600 INTEREST	0.00 \$	1,774.06 \$	18,000.00 \$\$	13,324.78	25.97%
130-410-45660 OPERATING TRANSFERS	0.00	0.00	-446,150.00	(446,150.00)	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	1,774.06	(428,150.00)	(432,825.22)	(1.09%)
ENGINEERING Revenues					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	0.00	41,890.00	571,280.00	521,581.00	8.70%
Total ENGINEERING Revenues	0.00	41,890.00	571,280.00	521,581.00	8.70%
Total ADEQUATE FACILITIES TAX Revenues	0.00 \$	43,664.06 \$	143,130.00 \$\$	88,755.78	37.99%
ADEQUATE FACILITIES TAX Excess of Revenues Over \$	0.00	43,664.06 \$	143,130.00 \$	88,755.78 \$	37.99%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget
 For WILLIAMSON COUNTY 30% TAX (135)
 For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
135-410-44525 WILLIAMSON COUNTY 30% SCHOOL TAX	0.00 \$	7,460.41 \$	86,400.00 \$\$	77,998.36	9.72%
135-410-45600 INTEREST	0.00	231.39	1,000.00	1,877.26	(87.73%)
135-410-45691 SMALL TOWN CONNECTION GRANT	0.00	0.00	909,600.00	0.00	100.00%
135-410-45692 SRTS GRANT	0.00	0.00	215,160.00	0.00	100.00%
Total GENERAL GOVERNMENT Revenues	0.00	7,691.80	1,212,160.00	79,875.62	93.41%
Total WILLIAMSON COUNTY 30% TAX Revenues	0.00 \$	7,691.80 \$	1,212,160.00 \$\$	79,875.62	93.41%
Expenditures					
GENERAL GOVERNMENT Expenditures					
135-410-56995 SAFE ROUTE TO SCHOOL GRANT	0.00 \$	0.00 \$	215,160.00 \$\$	3,757.18	98.25%
135-410-59111 TRANSPROTATION ENHANCEMENT	0.00	0.00	1,137,000.00	36,370.00	96.80%
Total GENERAL GOVERNMENT Expenditures	0.00	0.00	1,352,160.00	40,127.18	97.03%
Total WILLIAMSON COUNTY 30% TAX Expenditures	0.00 \$	0.00 \$	1,352,160.00 \$\$	40,127.18	97.03%
WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$	0.00	7,691.80 \$	(140,000.00) \$	39,748.44 \$	128.39%

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
Revised Budget
For DEBT SERVICE (140)
For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
140-410-45600 INTEREST	0.00 \$	656.47 \$	2,400.00 \$\$	4,597.16	(91.55%)
140-410-45660 OPERATING TRANSFERS	0.00	0.00	446,150.00	446,150.00	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	656.47	448,550.00	450,747.16	(0.49%)
Total DEBT SERVICE Revenues	0.00 \$	656.47 \$	448,550.00 \$\$	450,747.16	(0.49%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
140-410-55350 DEBT SERVICE	0.00 \$	3,924.39 \$	446,150.00 \$\$	32,052.30	92.82%
Total GENERAL GOVERNMENT Expenditures	0.00	3,924.39	446,150.00	32,052.30	92.82%
Total DEBT SERVICE Expenditures	0.00 \$	3,924.39 \$	446,150.00 \$\$	32,052.30	92.82%
DEBT SERVICE Excess of Revenues Over Expenditures \$	0.00	(3,267.92) \$	2,400.00 \$	418,694.86	\$(17345.62%)

Town of Nolensville
Statement of Revenue and Expenditures 3/16/2016 3:50pm
 Revised Budget

For the Fiscal Period 2016-8 Ending February 29, 2016

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	0.00 \$	368,010.63 \$	5,262,154.00 \$	3,283,641.12 \$	37.60%
Total Expenditures	0.00 \$	193,236.05 \$	4,530,333.27 \$	1,523,655.43 \$	66.37%
Total Excess of Revenues Over Expenditures	0.00 \$	174,774.58 \$	731,820.73 \$	1,759,985.69 \$	(140.49%)

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

RESOLUTION #16-08

**A RESOLUTION TO RELEASE REGENT HOMES, LLC FROM MAINTENANCE
BONDING AND ACCEPT THE ROADS AND PUBLIC IMPROVEMENTS WITHIN
BURKITT VILLAGE PHASE 1 FOR MAINTENANCE**

WHEREAS, Regent Homes, LLC, developer of Burkitt Village, Phase 1, located on a portion of Middlewick Lane and a portion of Kirkwall Drive, has constructed infrastructure within this phase; and,

WHEREAS, the Developer has dedicated ownership of various roads and requested to be released from the Maintenance Bond and for acceptance by the Town for maintenance for the public improvements on a portion of Middlewick Lane and a portion of Kirkwall Drive, in Burkitt Village, Phase 1; and,

WHEREAS, the Town of Nolensville Planning Commission met on March 8th, 2016, and is in agreement to release the Maintenance Bond; and,

NOW THEREFORE, BE IT RESOLVED, that Regent Homes, LLC is released from the Maintenance Bond for the roads as outlined above and the Town accepts public improvements for maintenance.

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

RESOLVED this 7th day of April 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

Jimmy W. Alexander
Mayor



Jason Patrick
Alderman

Brian Snyder
Alderman

Larry Felts
Alderman

Tommy Dugger
Alderman

Town Of Nolensville

Kali Mogul
Town Recorder

MEMORANDUM

TO: Henry Laird, Town Planner

FROM: Don Swartz, Town Engineer *DS*

RE: Release from Maintenance Bond, Burkitt Village, Phase 1

DATE: 7 March 2016

I have inspected the damaged sections of sidewalk within the above-referenced subdivision. All repairs have been satisfactorily completed. This bond release and

Subsequent to my memorandum dated March 2, 2016, I drove through the Burkitt Village subdivision and discovered new damage to the concrete sidewalks that will need to be repaired prior to the release of the bond. I spoke with Mr. Rick Blackburn and informed him that I would provide a recommendation for a conditional approval for the release of the bond pending the completion of the repairs prior to the BOMA meeting in April.

Jimmy W. Alexander
Mayor



Jason Patrick
Alderman

Brian Snyder
Alderman

Larry Felts
Alderman

Tommy Dugger
Alderman

Town Of Nolensville

Kali Mogul
Town Recorder

MEMORANDUM

TO: Henry Laird, Town Planner

FROM: Don Swartz, Town Engineer *DS*

RE: Maintenance Bond release, Burkitt Village Phase 1

DATE: 30 March 2016

I have inspected the damaged sections of sidewalk within the above-referenced subdivision. All repairs have been satisfactorily completed. This bond release and roadway acceptance is acceptable for the Town's purposes.

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

RESOLUTION #16-09

**A RESOLUTION TO MAKE THREE APPLICATIONS FOR GOVERNOR'S HIGHWAY
SAFETY GRANT FUNDING**

WHEREAS, the State of Tennessee, Department of Traffic Safety, has a provision to implement local highway safety performance programs; and,

WHEREAS, the Town of Nolensville, acting by and through its Board of Mayor and Alderman proposes to apply for funding of three (3) Governor's Highway Safety Office (GHSO) grants in the following areas: Impaired Driving Enforcement, GHSO High Visibility, and Safe Communities for the purposes of addressing driver training, traffic safety and mitigation; and,

WHEREAS, under the terms and provisions of said funding, the grants will not exceed \$15,000.00 to fund overtime and/or equipment for DUI enforcement and apprehensions; general equipment; and training and certification of police officers as defensive driving instructors for teen and adult elderly age groups; and,

WHEREAS, a cash match is not required for the three GHSO grants; 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 or his designee, is hereby authorized to execute and submit an application with appropriate assurances to the State of Tennessee, Governor's Highway Safety Office for safety procurement; and,

Section 2. The Mayor or his designee is hereby designated to perform on behalf of the Town those acts and assume such duties that are consistent with the task of making application for said grant, and to abide by the guidelines and regulations set-forth by the State of Tennessee that is outlined within the grant.

RESOLVED this 7th day of April, 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

ORDINANCE #16-02

AN ORDINANCE TO APPROVE AN ADDITION TO BURBERRY GLEN MASTER CONCEPT P.U.D. PLAN IN NOLENSVILLE, TENNESSEE AND ZONE SUBURBAN RESIDENTIAL WITH A P.U.D. OVERLAY (SR/P.U.D.)

WHEREAS, Article 2.2.10 B of the Zoning Ordinance of the Town of Nolensville provides the authority for the Board of Mayor and Aldermen to approve Planned Unit Development (P.U.D.) Overlay zoning for certain property in accordance with a P.U.D. Concept Plan recommended by the Planning Commission; and,

WHEREAS, on August 7, 2014, by Ordinance #14-12, the Board of Mayor and Aldermen approved the Concept Plan for a Planned Unit Development with conditions known as Rocky Fork Road Residential P.U.D. and later renamed Burberry Glen P.U.D.; and,

WHEREAS, the Nolensville Planning Commission met on Thursday, February 18, 2016 and approved a recommendation of an addition to the Burberry Glen P.U.D. Concept Plan, encompassing the Shirley and Tandy Williams property (Map 57, Parcel 20); a portion of the Frank and Mary Ann Baugh property (portion of Map 57, Parcel 27); a portion of the Shirley Williams property (portion of Map 57, Parcel 21); and a portion of the Tandy and Beverly Williams Property (portion of Map 57, Parcel 20.01); and,

WHEREAS, the Board of Mayor and Aldermen held a public hearing on _____, 2016 on the proposed addition to the Burberry Glen P.U.D. Concept Plan for the aforementioned properties; and,

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

Section 1. The concept plan as described to the Nolensville Planning Commission on February 18, 2016, is approved as recommended by the Nolensville Planning Commission and referred to in Exhibit A.

Section 2. The Planned Unit Development overlay zoning for the Burberry Glen Addition will be applied to the properties referenced above.

Section 3. Any conditions required by the Board of Mayor and Aldermen will be attached to and made part of this ordinance as Exhibit B.

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

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

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

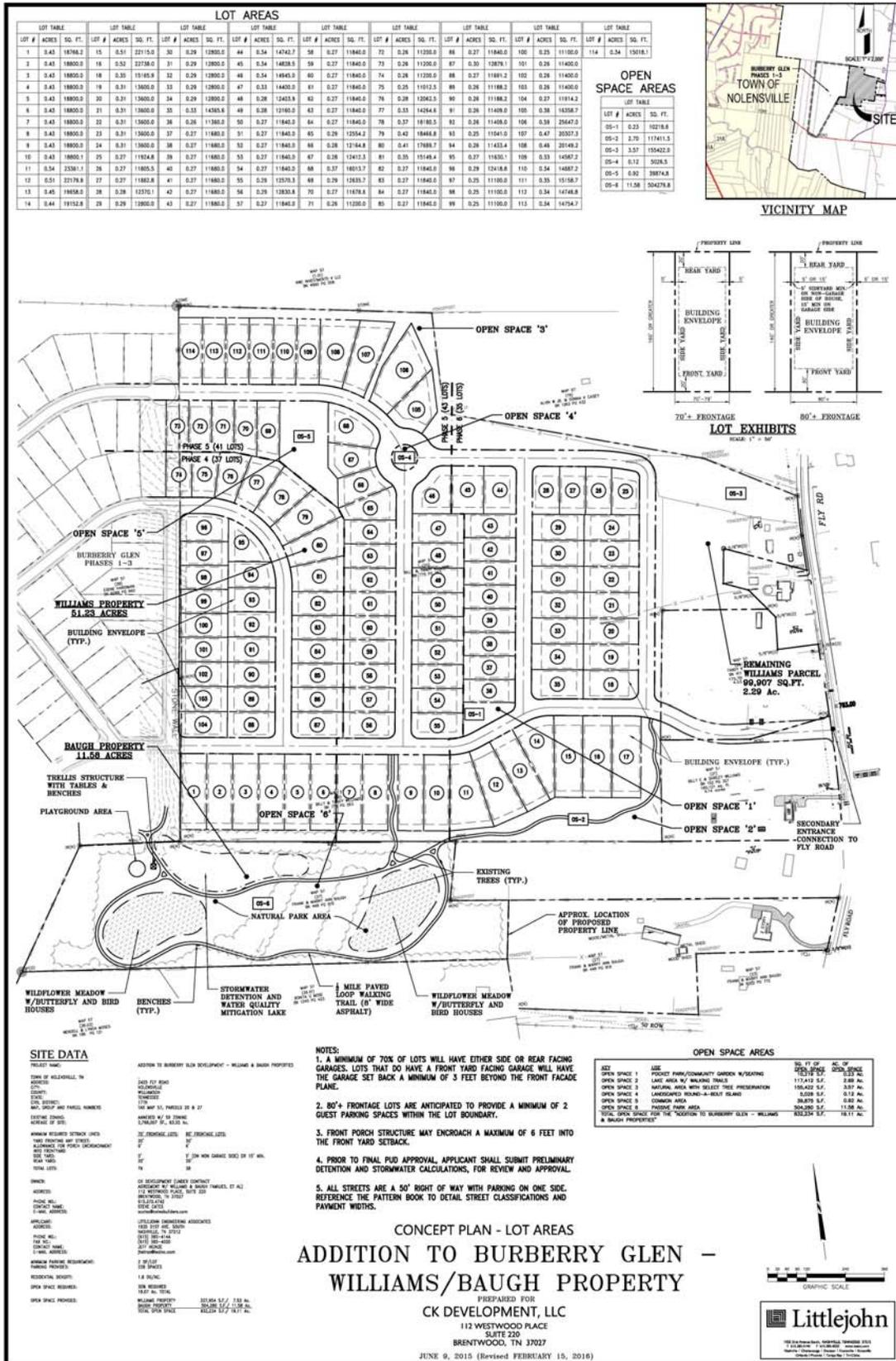
Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

See Exhibit A Next Page

Exhibit A



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

RESOLUTION #16-10

**A RESOLUTION TO APPROVE THE ISSUANCE OF BONDS
FOR THE BENEFIT OF WCO AL DP, LLC**

WHEREAS, The Health and Educational Facilities Board of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Issuer"), a corporation organized and existing pursuant to Part 3 of Chapter 101, Title 48 Tennessee Code Annotated, as amended (the "Act"), proposes to issue its revenue bonds in one or more series from time to time in the aggregate principal amount of not to exceed \$20,000,000 (the "Bonds") and to loan the proceeds of the Bonds to WCO AL DP, LLC ("WCO"), a Tennessee nonprofit limited liability company whose sole member is Woodbine Community Organization (WCO), Inc., a Tennessee nonprofit corporation, such proceeds to be used by WCO for the purpose of (i) refinancing a loan obtained by WCO and used by WCO to acquire 32 residential treatment facilities for individuals with intellectual disabilities, each containing eight beds, for a total of 256 beds, and four day program service facilities (collectively, the "Existing Facilities"), and (ii) financing the acquisition, construction, installation and equipping of nine residential treatment facilities for individuals with intellectual disabilities, each containing four beds, for a total of 36 beds (collectively, the "New Facilities") (the Existing Facilities and the New Facilities being referred to herein collectively as the "Facilities"), the Existing Facilities being located in the counties of Davidson, Hamilton, Knox, Shelby and Williamson, and the New Facilities to be located in the counties of Greene, Hamilton and Knox; and

WHEREAS, the Act requires that the Board of Mayor and Aldermen for the Town of Nolensville, Tennessee (the "Board") approve the refinancing of the Existing Facility located in the Town of Nolensville, Tennessee (the "Nolensville Facility"), the Nolensville Facility being within the jurisdiction of the Board; and

WHEREAS, notice of the intention of the Board to hold a public hearing with respect to the proposed plan of financing for the issuance of the Bonds to refinance the Nolensville Facility was published in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Board has conducted the public hearing and, at such hearing, afforded an opportunity to all persons desiring to be heard on the question of the proposed

issuance of the Bonds pursuant to the plan of financing for the Nolensville Facility; and

WHEREAS, Section 147(f) of the Code provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of such private activity bonds is located shall approve the issuance of such bonds; and

WHEREAS, the Nolensville Facility is located in the Town of Nolensville, Tennessee (the "Town"), and the Board is the governmental unit having jurisdiction over the Town.

NOW, THEREFORE, BE IT RESOLVED BY THIS LEGISLATIVE BODY IN SESSION ASSEMBLED:

SECTION 1. The Board hereby approves the refinancing of the Nolensville Facility as required by the Act.

SECTION 2. The Board hereby approves the issuance of the Bonds as required by the Act.

SECTION 3. The plan of financing for the issuance of the Bonds by the Issuer from time to time in one or more series is hereby approved as follows:

(a) the Bonds shall be issued in an aggregate principal amount of not to exceed \$20,000,000;

(b) the street address of the Nolensville Facility being refinanced is as follows (such facility being a day program service facility):

2020 Johnson Industrial Blvd., Nolensville, TN 37135; and

(c) The Nolensville Facility is owned by WCO, is leased to Open Arms Care Corporation, a Georgia nonprofit corporation, and is managed by Integra Resources, LLC, a Tennessee limited liability company.

SECTION 4. This approval is solely for the purpose of complying with the provisions of the Act and Section 147(f) of the Code, and shall not result in or impose any pecuniary liability upon, or constitute a lien upon, the property, or a claim against, the State of Tennessee or any political subdivision thereof, including the Town of Nolensville, Tennessee.

SECTION 5. All acts and doings of the officers and board members of the Board which are in conformity with the purposes of this Resolution are, in all respects, approved and confirmed.

SECTION 6. The Town Mayor is hereby authorized to execute any and all documents or certificates necessary to approve the Bonds and the refinancing of the Nolensville Facility.

SECTION 7. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 8. This Resolution shall be effective immediately upon its adoption.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT FROM AND AFTER ITS PASSAGE THE PUBLIC WELFARE REQUIRING IT.

Approved this 7th day of April, 2016.

CERTIFICATION OF ACTION

By: _____
Title: Town Recorder

By: _____
Title: Town Mayor

ORDINANCE NO. 16-03

An ordinance of the Town of Nolensville, Tennessee, amending budget ordinance 15-06 for the fiscal year July 1, 2015 through June 30, 2016.

Be ordained by the Town of Nolensville, Tennessee, as follows:

SECTION 1. A budget consisting of the Available Funds and Appropriations listed in SECTION 2 and SECTION 3 below be adopted for the Fiscal Year July 1, 2015 through June 30, 2016.

SECTION 2. The Available Funds for said budget are as follows:

GENERAL FUND

Local Taxes	\$662,142	
Licenses and Permits	\$495,582	
Intergovernmental Revenue	\$1,239,826	
Fines and Fees	\$139,500	
Other Revenue	\$43,751	
Operating Transfer	\$0	
Fund Balance	\$2,928,921	
Total Available Funds - General Fund		\$5,509,722

STATE STREET AID

Intergovernmental Revenue	\$208,320	
Other Revenue	\$1,700	
Operating Transfer	\$0	
Fund Balance	\$257,338	
Total Available Funds - State Street Aid Fund		\$467,358

IMPACT FEE FUND

Licenses and Permits	\$759,200	
Other Revenue	\$20,000	
Fund Balance	\$3,196,797	
Total Available Funds - Impact Fee Fund		\$3,975,997

DRUG FUND

Fines	\$1,000	
Other Revenue	\$75	
Fund Balance	\$13,096	
Total Available Funds - Drug Fund		\$14,171

FACILITIES TAX FUND

Licenses and Permits	\$617,600	
Other Revenue	\$23,000	
Fund Balance	\$2,927,376	
Total Available Funds - Facilities Tax Fund		\$3,567,976

FACILITIES SCHOOL TAX FUND

Taxes	\$100,000	
Grants	\$ 1,144,760	
Other Revenue	\$2,000	
Fund Balance	\$326,296	
Total Available Funds - Facilities School Tax Fund		\$1,573,056

Total All Funds \$15,108,281

SECTION 3. Appropriations for said budget are as follows:

GENERAL FUND

General Government	\$1,140,252	
Public Safety	\$1,084,482	
Operating Transfer	\$0	
Total General Fund		\$2,224,734

STATE STREET AID

Streets	\$388,600	
Total State Street Aid Fund		\$388,600

IMPACT FEE FUND

Streets	\$145,750	
Total Impact Fee Fund		\$145,750

DRUG FUND

Police	\$0	
Total Drug Fund		\$0

FACILITIES TAX FUND

General	\$446,150	
Streets	\$0	
Public Safety	\$0	
Total Facilities Tax Fund		\$446,150

FACILITIES SCHOOL TAX FUND

County Schools	\$1,380,256	
Total Facilities School Tax Fund		\$1,380,256

Total All Funds		\$4,585,490
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SECTION 4. No appropriation listed above may be exceeded without appropriate ordinance action to amend budget.

SECTION 5. A detailed line-item financial plan shall be prepared in support of the budget.

SECTION 6. All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balance.

SECTION 7. The appropriations of this budget amendment shall become the appropriations for the next fiscal year until the budget for the next year has been adopted.

SECTION 8. The property tax for calendar year 2015-2016 is hereby assessed at \$0.15 per \$100 assessed valuation for the purpose of funding general operations of the town.

SECTION 9. This ordinance shall take effect July 1, 2015, the public welfare requiring it.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Approved by Legal Counsel:

Robert J. Notestine, III

Passed 1st Reading:

Passed 2nd Reading:

TOWN OF NOLENSVILLE, TENNESSEE
 2015-2016 FISCAL YEAR BUDGET
FUND 110 - GENERAL FUND

110 GENERAL FUND REVENUE	2014-2015 Actual	2015-2016 Proposed	2015-2016 Amended	
LOCAL TAXES				
Property Taxes	\$348,354	\$349,922	\$349,922	\$0
Alcohol Taxes	135,026	140,220	158,720	\$18,500
Cable and Gas Franchise	154,745	140,000	153,000	\$13,000
Penalty and Interest	658	500	500	\$0
Total Local Taxes	\$638,783	\$630,642	\$662,142	\$31,500
LICENSES AND PERMITS				
Licenses and Permits	\$656,636	\$446,916	\$495,582	\$48,666
Total Licenses and Permits	\$656,636	\$446,916	\$495,582	\$48,666
INTERGOVERNMENTAL REVENUE				
State Sales Tax	\$438,688	\$599,168	\$599,168	\$0
State Beer Tax	2,803	3,968	3,968	\$0
State Alcoholic Beverage Tax	27,700	21,600	21,600	\$0
State Street and Transit Funds	11,963	16,269	16,269	\$0
TVA Gross Receipts Tax	68,491	90,867	90,867	\$0
State Supplement	3,600	116,629	20,305	(\$96,324)
State Income Tax	82,649	50,000	82,649	\$32,649
Local Sales Taxes	373,346	391,000	405,000	\$14,000
State Grant	18,855	0	0	\$0
State Excise Tax	0	0	0	\$0
State Street Aid Appropriation	0	0	0	\$0
Total Intergovernmental Revenue	\$1,028,095	\$1,289,501	\$1,239,826	(\$49,675)
FINES AND FEES				
Fines and Fees	\$151,909	\$129,000	\$139,500	\$10,500
Total Fines and Fees	\$151,909	\$129,000	\$139,500	\$10,500
OTHER REVENUE				
Other Income	\$8,187	\$675	\$1,801	\$1,126
Donations	16,645	21,950	21,950	\$0
Interest Earnings	18,662	17,000	20,000	\$3,000
Total Other Revenue	\$43,494	\$39,625	\$43,751	\$4,126
TOTAL GENERAL FUND REVENUE	\$2,518,917	\$2,535,684	\$2,580,801	\$45,117
BEGINNING FUND BALANCE	\$2,194,396	\$2,928,917	\$2,928,921	
OPERATING TRANSFER	\$0	\$0	\$0	
TOTAL AVAILABLE FUNDS	\$4,713,313	\$5,464,601	\$5,509,722	\$45,121

TOWN OF NOLENSVILLE, TENNESSEE
 2015-2016 FISCAL YEAR BUDGET
FUND 110 - GENERAL FUND

110 GENERAL FUND EXPENDITURES	2014-2015 Actual	2015-2016 Proposed	2015-2016 Amended
GENERAL GOVERNMENT			

ADMINISTRATION				
Personnel Costs	\$134,622	\$224,594	\$210,000	(\$14,594)
Payroll Taxes	10,521	17,181	16,065	(\$1,116)
Employee Benefits	27,366	33,707	34,706	\$999
Contractual Services	0	0	0	
Supplies	0			
Election	0			
Rent	0			
Utilities	0		0	
Professional Services	22,933	15,800	16,833	\$1,033
Repair and Maintenance Services	1,867	1,653	3,000	\$1,347
Office Expense	8,547	3,700	4,900	\$1,200
Memberships, Dues and Subscriptions	2,589	3,914	5,500	\$1,586
Travel	1,024	1,300	4,000	\$2,700
Insurance	3,082	4,328	3,970	(\$358)
Town Events	0	0		
Miscellaneous	1,266	10,800	10,800	\$0
Subtotal	\$213,817	\$316,977	\$309,774	(\$7,203)
Capital Outlay	0	0	0	\$0
Debt Service	0			
Total Administration	\$213,817	\$316,977	\$309,774	(\$7,203)
COURT				
Personnel Costs	\$64,274	\$79,537	\$79,537	\$0
Payroll Taxes	4,917	6,085	6,085	(\$0)
Employee Benefits	9,638	9,882	9,720	(\$162)
Professional Services		297	172	(\$126)
Memberships, Dues and Subscriptions		300	0	(\$300)
Repair and Maintenance Services	2,612	2,651	2,651	\$0
Supplies	660	645	450	(\$195)
Travel		1,200	0	(\$1,200)
Insurance	2,866	3,958	3,251	(\$707)
Subtotal	\$84,967	104,555	101,865	(\$2,690)
Capital Outlay	0		0	
Total Court	\$84,967	\$104,555	\$101,865	(\$2,690)
BOMA				
Personnel Costs	\$15,725	\$18,000	\$19,250	\$1,250.00
Payroll Taxes	1,203	1,377	1,473	\$95.63
Contractual Services	1,500	1,500	1,500	\$0.00
Election Costs	578	0	0	\$0.00
Memberships, Dues and Subscriptions		5,576	6,271	\$695.00
Professional Services	66088	42,600	73,328	\$30,728.00
Office Expense	800	660	660	\$0.00
Town Events	27,966	32,190	34,190	\$2,000.00
Insurance	2,875	3,973	3,157	(\$815.70)
Miscellaneous	31262	10,580	11,900	\$1,320.00
Subtotal	\$147,997	116,456	151,729	\$35,272.93
Capital Outlay			0	
Total BOMA	\$147,997	\$116,456	\$151,729	\$35,272.93
TOWN OF NOLENSVILLE, TENNESSEE				
2015-2016 FISCAL YEAR BUDGET				

FUND 110 - GENERAL FUND

110 GENERAL FUND EXPENDITURES	2014-15 Actual	2015-2016 Proposed	2015-2016 Amended	
BUILDING				
Personnel Costs	\$6,120	\$8,821	\$6,567	(\$2,254.22)
Payroll Taxes	468	675	502	(\$172.45)
Employee Benefits	61	88	66	(\$22.54)
Utilities	50188	52,820	58,800	\$5,980.00
Repair and Maintenance Services	18,375	22,715	22,715	\$0.00
Supplies	1578	6,250	8,000	\$1,750.00
Insurance	5610	6,986	6,213	(\$772.66)
Subtotal	\$82,400	98,354	102,863	\$4,508.12
Capital Outlay		12,500	12,500	
Total Building	\$82,400	\$110,854	\$115,363	\$4,508.12
PUBLIC WORKS				
Personnel Costs	\$95,027	\$137,901	\$130,600	(\$7,301)
Payroll Taxes	7,270	10,504	9,945	(\$559)
Employee Benefits	10,172	19,917	20,468	\$550
Contractual Services	1,821	8,369	8,369	\$0
Memberships, Dues and Subscriptions		2,309	2,309	\$0
Utilities		2,000	825	(\$1,175)
Street Lighting	4437	4,200	4,200	\$0
Repair and Maintenance Services	10,242	5,729	13,200	\$7,471
Auto Expenses	5,968	13,369	12,869	(\$500)
Equipment Expenses		5,500	6,500	\$1,000
Signs		1,000	1,000	\$0
Supplies	14885	100	100	\$0
Insurance	7,623	8,780	8,787	\$7
Storm Water Drainage		4,000	4,000	\$0
Miscellaneous	190	900	1,350	\$450
Subtotal	\$157,635	224,578	224,522	(\$56)
Capital Outlay	32150	0	2,000	\$2,000
Total Public Works	\$189,785	\$224,578	\$226,522	\$1,944
PLANNING				
Personnel Costs	\$80,788	\$90,480	\$90,480	\$0
Payroll Taxes	6,155	6,922	6,922	\$0
Employee Benefits	10,418	13,680	10,911	(\$2,769)
Memberships, Dues and Subscriptions	1,065	1,795	1,795	\$0
Professional Services	32,536	113,325	116,725	\$3,400
Repair and Maintenance Services		1,469	1,350	(\$119)
Travel	29	2,000	2,000	\$0
Supplies & Maintenance	2,529	1,175	1,250	\$75
Insurance	3,161	3,554	3,568	\$14
Miscellaneous	457	0	0	\$0
Subtotal	\$137,137	234,400	235,000	\$601
Capital Outlay	0		0	

Total Planning	\$137,137	\$234,400	\$235,000	\$601
Total General Government	\$856,103	\$1,107,819	\$1,140,252	\$32,433.35
TOWN OF NOLENSVILLE, TENNESSEE 2015-2016 FISCAL YEAR BUDGET FUND 110 - GENERAL FUND				
110 GENERAL FUND EXPENDITURES	2014-15 Actual	2015-2016 Proposed	2015-2016 Amended	
PUBLIC SAFETY				
POLICE OPERATIONS				
Personnel Costs	\$330,681	\$439,616	\$398,423	(\$41,193)
Payroll Taxes	25,297	32,483	30,097	(\$2,386)
Uniforms	5,890	7,000	10,135	\$3,135
Employee Benefits	71,944	94,314	80,513	(\$13,801)
Contractual Services	11,705	8,000	8,000	\$0
Professional Services		1,900	3,530	\$1,630
Auto Expenses	27,642	38,000	37,500	(\$500)
Memberships, Dues, Subscriptions and Tra	610	30,736	7,183	(\$23,553)
Office Expense		3,350	3,945	\$595
Supplies & Maintenance	13,703	6,759	6,000	(\$759)
Utilities	3,422	4,039	4,039	\$0
Insurance	31,643	40,240	34,679	(\$5,561)
Miscellaneous	278	36,720	6,566	(\$30,154)
Subtotal	\$522,816	\$743,157	\$630,609	(\$112,547)
Capital Outlay	39,650	4,000	6,300	\$2,300
Debt Service	0			
Total Police Department	\$562,467	\$747,157	\$636,909	(\$110,247)
ENGINEERING DEPARTMENT				
Personnel Costs	\$79,342	\$87,688	\$87,688	\$0
Payroll Taxes	6,070	6,708	6,708	\$0
Employee Benefits	10,553	11,002	10,834	(\$168)
Memberships, Dues and Subscriptions	280	655	655	\$0
Supplies & Maintenance	1,678	1,919	1,919	\$0
Travel	100	100	100	\$0
Professional Services	28,287	39,390	44,390	\$5,000
Auto Expenses				
Insurance	3,219	4,432	3,552	(\$880)
Miscellaneous	180			
Subtotal	129,708	151,894	155,846	\$3,952
Capital Outlay	0			
Total Engineering Department	\$129,708	\$151,894	\$155,846	\$3,952
CODES AND BUILDING DEPARTMENT				
Personnel Costs	\$64,076	\$92,981	\$93,926	\$945
Payroll Taxes	4,902	7,113	7,185	\$72
Employee Benefits	9,612	19,960	19,662	(\$298)
Memberships, Dues and Subscriptions	410	710	410	(\$300)
Auto Expenses	180	2,080	1,250	(\$830)
Professional Services	844	1,800	2,300	\$500
Supplies & Maintenance	5,143	3,669	3,948	\$279
Insurance	4,395	5,876	6,970	\$1,094
Travel	436	1,889	0	(\$1,889)

Miscellaneous	168	0	250	
Subtotal	\$90,164	\$136,079	\$135,901	(\$177)
Capital Outlay	9454	0	0	\$0
Total Codes and Building Department	\$99,618	\$136,079	\$135,901	(\$177)
Total Fire Protection Operations	\$136,500	\$143,325	\$155,825	\$12,500.00
Total Public Safety	\$928,293	\$1,178,454	\$1,084,482	(\$93,972.41)
TOTAL GENERAL FUND EXPENDITURES	\$1,784,396	\$2,286,273	\$2,224,734	(\$61,539.07)
TOWN OF NOLENSVILLE, TENNESSEE				
2015-2016 FISCAL YEAR BUDGET				
FUND 120 - STATE STREET AID FUND				
120 STATE STREET AID	2014-15 Actual	2015-2016 Proposed	2015-2016 Amended	
INTERGOVERNMENTAL REVENUE				
State Gasoline and Motor Fuel Taxes	\$153,868	\$208,320	\$208,320	\$0
Total Intergovernmental Revenue	\$153,868	\$208,320	\$208,320	\$0
OTHER REVENUE				\$0
Other	\$1,455	\$0	\$1,700	\$1,700
Total Other Revenue	\$1,455	\$0	\$1,700	\$1,700
TOTAL STATE STREET AID REVENUE	\$155,323	\$208,320	\$210,020	\$1,700
BEGINNING FUND BALANCE	\$136,465	\$257,338	\$257,338	
OPERATING TRANSFER			\$0	
TOTAL AVAILABLE FUNDS	\$291,788	\$465,658	\$467,358	\$1,700
EXPENDITURES				
STREETS				
Street Maintenance	\$34,450	\$300,000	\$385,000	\$85,000
Repair and Maintenance Services	0	0	3,600	\$3,600
Signs	0	0	0	
Street Lights	0	0	0	
Storm Water Drainage	0	0	0	
Contractual Services	0	0	0	
Appropriation to General Fund	0	0	0	
Subtotal	\$34,450	\$300,000	\$388,600	\$88,600
Capital Outlay	\$0	0	0	
Total Streets	\$34,450	\$300,000	\$388,600	\$88,600
TOTAL STATE STREET AID EXPENDITURES	\$34,450	\$300,000	\$388,600	\$88,600

TOWN OF NOLENSVILLE, TENNESSEE				
2015-2016 FISCAL YEAR BUDGET				
FUND 125 - IMPACT FEE FUND				
125 IMPACT FEE FUND	2014-15 Actual	2015-2016 Proposed	2015-2016 Amended	
REVENUE				
Licenses and Permits	\$846,124	\$702,260	\$759,200	\$56,940
Interest	22,276	10,000	20,000	\$10,000
Total Revenue	\$868,400	\$712,260	\$779,200	\$66,940
TOTAL IMPACT FEE REVENUE	\$868,400	\$712,260	\$779,200	\$66,940

BEGINNING FUND BALANCE	\$2,385,659	\$3,196,797	\$3,196,797	\$0
OPERATING TRANSFER	\$0	\$0	\$0	
TOTAL AVAILABLE FUNDS	\$3,254,059	\$3,909,057	\$3,975,997	\$66,940
EXPENDITURES				
Repair and Maintenance	\$50	\$145,750	\$145,750	
Subtotal	\$50	\$145,750	\$145,750	
Capital Outlay	57,212	0	0	
Debt Service	0	0	0	
Total Expenditures	\$57,262	\$145,750	\$145,750	
TOTAL IMPACT FEE FUND EXPENDITURES	\$57,262	\$145,750	\$145,750	
TOWN OF NOLENSVILLE, TENNESSEE 2015-2016 FISCAL YEAR BUDGET FUND 127 - DRUG FUND				
127 DRUG FUND	2014-15 Actual	2015-2016 Proposed	2015-2016 Amended	
REVENUE				
Fines	\$2,519	\$2,000	\$1,000	(\$1,000)
Other	\$4,419	\$-	\$-	\$0
Interest	83	50	75	\$25
Total Revenue	\$7,021	\$2,050	\$1,075	(\$975)
TOTAL DRUG FUND REVENUE	\$7,021	\$2,050	\$1,075	(\$975)
BEGINNING FUND BALANCE	\$9,491	\$13,096	\$13,096	\$0
TOTAL AVAILABLE FUNDS	\$16,512	\$15,146	\$14,171	(\$975)
EXPENDITURES				
Police	\$3,416	\$0	\$0	
Subtotal	\$3,416	\$0	\$0	
Capital Outlay	0	0	0	
Debt Service	0	0	0	
Total Expenditures	\$3,416	\$0	\$0	
TOTAL DRUG FUND EXPENDITURES	\$3,416	\$0	\$0	

TOWN OF NOLENSVILLE, TENNESSEE 2015-2016 FISCAL YEAR BUDGET FUND 130 - FACILITIES TAX FUND				
130 FACILITIES TAX FUND	2014-15 Actual	2015-2016 Proposed	2015-2016 Amended	
REVENUE				
Licenses and Permits	\$673,704	\$571,280	\$617,600	\$46,320
Grant	0	0	0	\$0
Town Hall Loan Proceeds	0			\$0
Interest	22,763	20,400	23,000	\$2,600
Total Revenue	\$696,467	\$591,680	\$640,600	\$48,920
TOTAL FACILITIES TAX FUND REVENUE	\$696,467	\$591,680	\$640,600	\$48,920
BEGINNING FUND BALANCE	\$2,626,848	\$2,927,376	\$2,927,376	\$0
OPERATING TRANSFER	\$0	\$0	\$0	\$0
TOTAL AVAILABLE FUNDS	\$3,323,315	\$3,519,056	\$3,567,976	\$48,920
EXPENDITURES				
Misc Supplies	\$25	\$0	\$0	

Donations-Rec Center	162,500	0	0
Subtotal	\$162,525	\$0	\$0
Capital Outlay	\$25,077	\$0	\$0
Debt Service	\$208,337	\$446,150	\$446,150
Total Expenditures	\$395,939	\$446,150	\$446,150
TOTAL FACILITIES TAX FUND EXPENDITURES	\$395,939	\$446,150	\$446,150

TOWN OF NOLENSVILLE, TENNESSEE				
2015-2016 FISCAL YEAR BUDGET				
FUND 135 - FACILITIES SCHOOL TAX FUND				
135 - FACILITIES SCHOOL TAX FUND	2014-15 Actual	2015-2016 Proposed	2015-2016 Amended	
REVENUE				
Licenses and Permits	\$92,164	\$86,400	\$100,000	\$13,600
Grants	\$17,224	\$1,124,760	\$1,144,760	\$20,000
Interest	2,383	1,000	2,000	\$1,000
Total Revenue	\$111,771	\$1,212,160	\$1,246,760	\$34,600
TOTAL FACILITIES SCHOOL TAX FUND	\$111,771	\$1,212,160	\$1,246,760	\$34,600
BEGINNING FUND BALANCE	\$254,815	\$326,296	\$326,296	\$0
TOTAL AVAILABLE FUNDS	\$366,586	\$1,538,456	\$1,573,056	\$34,600
EXPENDITURES				
Supplies	\$0	\$0	\$0	
Subtotal	\$0	\$0	\$0	
Professional Services	40,290	1,352,160	1,380,256	\$28,096
Total Expenditures	\$40,290	\$1,352,160	\$1,380,256	\$28,096
TOTAL FACILITIES SCHOOL TAX FUND EXPEN	\$40,290	\$1,352,160	\$1,380,256	\$28,096

ORDINANCE NO. 16-04

An ordinance of the Town of Nolensville, Tennessee, adopting a budget for the fiscal year July 1, 2016 through June 30, 2017.

Be ordained by the Town of Nolensville, Tennessee, as follows:

SECTION 1. A budget consisting of the Available Funds and Appropriations listed in SECTION 2 and SECTION 3 below be adopted for the Fiscal Year July 1, 2016 through June 30, 2017.

SECTION 2. The Available Funds for said budget are as follows:

GENERAL FUND

Local Taxes	\$691,342	
Licenses and Permits	\$497,425	
Intergovernmental Revenue	\$1,259,696	
Fines and Fees	\$139,500	
Other Revenue	\$42,975	
Operating Transfer	\$0	
Fund Balance	\$3,287,095	
Total Available Funds - General Fund		\$5,918,033

STATE STREET AID

Intergovernmental Revenue	\$222,208	
Other Revenue	\$1,000,000	
Operating Transfer	\$83,834	
Fund Balance	\$78,758	
Total Available Funds - State Street Aid Fund		\$1,384,800

IMPACT FEE FUND

Licenses and Permits	\$759,200	
Other Revenue	\$5,000	
Fund Balance	\$3,830,247	
Total Available Funds - Impact Fee Fund		\$4,594,447

DRUG FUND

Fines	\$1,000	
Other Revenue	\$0	
Fund Balance	\$14,171	
Total Available Funds - Drug Fund		\$15,171

FACILITIES TAX FUND

Licenses and Permits	\$637,800	
Other Revenue	\$12,000	
Fund Balance	\$3,121,826	
Total Available Funds - Facilities Tax Fund		\$3,771,626

FACILITIES SCHOOL TAX FUND

Taxes	\$108,000	
Other Revenue	\$1,125,260	
Operating Transfer	\$0	
Fund Balance	\$192,800	
Total Available Funds - Facilities School Tax Fund		\$1,426,060

Total All Funds \$17,110,137

SECTION 3. Appropriations for said budget are as follows:

GENERAL FUND

General Government	\$1,126,753
Public Safety	\$1,215,936

Operating Transfer	\$83,834	
Total General Fund		\$2,426,522
STATE STREET AID		
Streets	\$1,384,800	
Total State Street Aid Fund		\$1,384,800
IMPACT FEE FUND		
Streets	\$3,270,000	
Total Impact Fee Fund		\$3,270,000
DRUG FUND		
Police	\$9,000	
Total Drug Fund		\$9,000
FACILITIES TAX FUND		
General	\$446,850	
Streets	\$0	
Public Safety	\$0	
Total Facilities Tax Fund		\$446,850
FACILITIES SCHOOL TAX FUND		
County Schools	\$1,312,033	
Total Facilities School Tax Fund		\$1,312,033
Total All Funds		\$8,849,205

- SECTION 4.** No appropriation listed above may be exceeded without appropriate ordinance action to amend budget.
- SECTION 5.** A detailed line-item financial plan shall be prepared in support of the budget
- SECTION 6.** All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balance.
- SECTION 7.** The appropriations of this budget shall become the appropriations for the next fiscal year until the budget for the next year has been adopted.
- SECTION 8.** The property tax for calendar year 2016-2017 is hereby assessed at \$0.15 per \$100 assessed valuation for the purpose of funding general operations of the town
- SECTION 9.** This ordinance shall take effect July 1, 2016, the public welfare requiring it.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Approved by Legal Counsel:

Robert J. Notestine, III

Passed 1st Reading: _____

Passed 2nd Reading: _____

Public Hearing: _____

TOWN OF NOLENSVILLE, TENNESSEE
2016-2017 FISCAL YEAR BUDGET
FUND 110 - GENERAL FUND

110 GENERAL FUND REVENUE	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
LOCAL TAXES			
Property Taxes	\$348,354	\$349,922	\$373,122
Alcohol Taxes	135,026	158,720	167,720
Cable and Gas Franchise	154,745	153,000	150,000
Penalty and Interest	658	500	500
Total Local Taxes	\$638,783	\$662,142	\$691,342
LICENSES AND PERMITS			
Licenses and Permits	\$656,636	\$495,582	\$497,425
Total Licenses and Permits	\$656,636	\$495,582	\$497,425
INTERGOVERNMENTAL REVENUE			
State Sales Tax	\$438,688	\$599,168	\$619,008
State Beer Tax	2,803	3,968	3,968
State Alcoholic Beverage Tax	27,700	21,600	21,600
State Street and Transit Funds	11,963	16,269	16,269
TVA Gross Receipts Tax	68,491	90,867	92,851
State Supplement	3,600	0	6,000
State Income Tax	82,649	82,649	75,000
Local Sales Taxes	373,346	405,000	420,000
State Grant	18,855	20,305	5,000
State Excise Tax	0	0	0
State Street Aid Appropriation	0	0	0
Total Intergovernmental Revenue	\$1,028,095	\$1,239,826	\$1,259,696
FINES AND FEES			
Fines and Fees	\$151,909	\$139,500	\$139,500
Total Fines and Fees	\$151,909	\$139,500	\$139,500
OTHER REVENUE			
Other Income	\$8,187	\$1,801	\$5,675
Donations	16,645	21,950	22,300
Interest Earnings	18,662	20,000	15,000
Total Other Revenue	\$43,494	\$43,751	\$42,975
TOTAL GENERAL FUND REVENUE	\$2,518,917	\$2,580,801	\$2,630,938
BEGINNING FUND BALANCE	\$2,194,396	\$2,928,915	\$3,287,095
OPERATING TRANSFER	\$0		\$0
TOTAL AVAILABLE FUNDS	\$4,713,313	\$5,509,716	\$5,918,033

TOWN OF NOLENSVILLE, TENNESSEE
2016-2017 FISCAL YEAR BUDGET
FUND 110 - GENERAL FUND

110 GENERAL FUND EXPENDITURES	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
GENERAL GOVERNMENT			
ADMINISTRATION			
Personnel Costs	\$134,622	\$210,000	\$211,490
Payroll Taxes	10,521	16,065	16,179
Employee Benefits	27,366	34,706	36,849
Contractual Services	0		
Supplies	0	2,000	2,000
Election	0		
Rent	0	0	
Utilities	0		
Professional Services	22,933	16,083	14,800
Repair and Maintenance Services	1,867	3,000	3,095
Office Expense	8,547	3,650	3,820
Memberships, Dues and Subscriptions	2,589	5,500	3,636
Travel	1,024	4,000	2,650
Insurance	3,082	3,970	4,406
Town Events	0	0	
Miscellaneous	1,266	10,800	10,800
Subtotal	\$213,817	\$309,774	\$309,725
Capital Outlay	0	0	0
Debt Service	0		
Total Administration	\$213,817	\$309,774	\$309,725
COURT			
Personnel Costs	\$64,274	\$79,537	\$71,365
Payroll Taxes	4,917	6,085	5,459
Employee Benefits	9,638	9,720	9,774
Professional Services		172	0
Memberships, Dues and Subscriptions			350
Repair and Maintenance Services	2,612	2,651	3,335
Supplies	660	450	645
Travel		0	250
Insurance	2,866	3,251	3,576
Subtotal	\$84,967	101,866	94,754
Capital Outlay	0		0
Total Court	\$84,967	\$101,866	\$94,754
BOMA			
Personnel Costs	\$15,725	\$19,250	\$21,000
Payroll Taxes	1,203	1,473	1,607
Contractual Services	1,500	37,228	11,300
Election Costs	578	0	1,000
Memberships, Dues and Subscriptions		6,271	5,793
Professional Services	66088	37,600	41,975
Office Expense	800	660	660
Town Events	27,966	28,690	32,022
Travel		2,000	1,500
Insurance	2,875	3,157	3,473
Miscellaneous	31262	15,400	22,900
Subtotal	\$147,997	151,729	143,230
Capital Outlay			
Total BOMA	\$147,997	\$151,729	\$143,230

TOWN OF NOLENSVILLE, TENNESSEE
2016-2017 FISCAL YEAR BUDGET
FUND 110 - GENERAL FUND

110 GENERAL FUND EXPENDITURES	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
BUILDING			
Personnel Costs	\$6,120	\$6,567	\$8,590
Payroll Taxes	468	502	657
Employee Benefits	61	66	86
Utilities	50188	58,800	59,700
Repair and Maintenance Services	18,375	22,715	23,739
Supplies	1578	8,000	5,150
Insurance	5610	6,213	6,854
Subtotal	\$82,400	102,863	104,776
Capital Outlay		12,500	23,045
Total Building	\$82,400	\$115,363	\$127,821
PUBLIC WORKS			
Personnel Costs	\$95,027	\$130,600	\$137,412
Payroll Taxes	7,270	9,945	10,413
Employee Benefits	10,172	20,468	20,719
Contractual Services	1,821	8,369	8,787
Memberships, Dues and Subscriptions	0	870	1,120
Utilities		825	1,360
Street Lighting	4437	4,200	4,320
Repair and Maintenance Services	10,242	13,200	11,323
Auto Expenses	5,968	12,869	11,800
Equipment Expenses		6,500	6,500
Signs		1,000	1,000
Supplies	14885	3,539	450
Insurance	7,623	8,787	9,877
Storm Water Drainage		4,000	4,000
Miscellaneous	190	1,350	2,260
Subtotal	\$157,635	226,522	231,341
Capital Outlay	32150	0	4,250
Total Public Works	\$189,785	\$226,522	\$235,591
PLANNING			
Personnel Costs	\$80,788	\$90,480	\$88,057
Payroll Taxes	6,155	6,922	6,736
Employee Benefits	10,418	10,911	10,956
Memberships, Dues and Subscriptions	1,065	1,795	1,795
Professional Services	32,536	116,725	98,400
Repair and Maintenance Services		1,350	2,348
Travel	29	2,000	2,000
Supplies & Maintenance	2,529	1,250	1,375
Insurance	3,161	3,568	3,963
Miscellaneous	457	0	0
Subtotal	\$137,138	235,001	215,630
Capital Outlay	0		0
Total Planning	\$137,138	\$235,001	\$215,630
Total General Government	\$856,104	\$1,140,255	\$1,126,753

TOWN OF NOLENSVILLE, TENNESSEE
2016-2017 FISCAL YEAR BUDGET
FUND 110 - GENERAL FUND

110 GENERAL FUND EXPENDITURES	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
PUBLIC SAFETY			
POLICE OPERATIONS			
Personnel Costs	\$330,681	\$398,423	\$439,853
Payroll Taxes	25,297	30,097	33,228
Uniforms	5,890	10,135	9,500
Employee Benefits	71,944	80,513	98,070
Contractual Services	11,705	8,000	8,000
Professional Services		7,530	7,066
Auto Expenses	27,642	37,500	44,750
Memberships, Dues, Subscriptions and Training	610	7,183	8,848
Office Expense		1,800	2,650
Supplies & Maintenance	13,703	5,500	7,273
Utilities	3,422	4,684	4,924
Insurance	31,643	34,679	39,572
Miscellaneous	278	2,450	3,800
Subtotal	\$522,815	\$628,494	\$707,534
Capital Outlay	39,650	6,300	35,750
Debt Service	0		
Total Police Department	\$562,465	\$634,794	\$743,284
ENGINEERING DEPARTMENT			
Personnel Costs	\$79,342	\$87,688	\$85,340
Payroll Taxes	6,070	6,708	6,529
Employee Benefits	10,553	10,834	10,861
Memberships, Dues and Subscriptions	280	655	655
Supplies & Maintenance	1,678	1,919	2,788
Travel	100	100	100
Professional Services	28,287	44,390	39,390
Auto Expenses	0		
Insurance	3,219	3,552	3,965
Miscellaneous	180		
Subtotal	129,709	155,846	149,628
Capital Outlay	0		
Total Engineering Department	\$129,709	\$155,846	\$149,628
CODES AND BUILDING DEPARTMENT			
Personnel Costs	\$64,076	\$94,176	\$95,024
Payroll Taxes	4,902	7,185	7,250
Employee Benefits	9,612	19,662	19,795
Memberships, Dues and Subscriptions	410	410	205
Auto Expenses	180	1,000	1,980
Professional Services	844	2,300	2,500
Supplies & Maintenance	5,143	4,198	4,763
Insurance	4,395	6,970	6,031
Travel	436	0	550
Miscellaneous	168		
Subtotal	\$90,166	\$135,901	\$138,098
Capital Outlay	9454	0	16,600
Total Codes and Building Department	\$99,620	\$135,901	\$154,698
Total Fire Protection Operations	\$136,500	\$155,825	\$168,325
Total Public Safety	\$928,294	\$1,082,366	\$1,215,936
TOTAL GENERAL FUND EXPENDITURES	\$1,784,398	\$2,222,621	\$2,342,688

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 120 - STATE STREET AID FUND

120 STATE STREET AID	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
INTERGOVERNMENTAL REVENUE			
State Gasoline and Motor Fuel Taxes	\$153,868	\$208,320	\$222,208
Total Intergovernmental Revenue	\$153,868	\$208,320	\$222,208
OTHER REVENUE			
Loan Proceeds			\$1,000,000.00
Other	\$1,455	\$1,700	\$0
Total Other Revenue	\$1,455	\$1,700	\$1,000,000
TOTAL STATE STREET AID REVENUE	\$155,323	\$210,020	\$1,222,208
BEGINNING FUND BALANCE	\$136,465	\$257,338	\$78,758
OPERATING TRANSFER			\$83,834
TOTAL AVAILABLE FUNDS	\$291,788	\$467,358	\$1,384,800
EXPENDITURES			
STREETS			
Street Maintenance	\$34,450	\$385,000	\$1,326,000
Repair and Maintenance Services	0	3,600	2,800
Signs	0		
Street Lights	0		
Storm Water Drainage	0		
Contractual Services	0	0	0
Subtotal	\$34,450	\$388,600	\$1,328,800
Debt Service			56000
Capital Outlay			
Subtotal	\$0	\$0	\$56,000
Total Streets	\$34,450	\$388,600	\$1,384,800
TOTAL STATE STREET AID EXPENDITURES	\$34,450	\$388,600	\$1,384,800

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 125 - IMPACT FEE FUND

125 IMPACT FEE FUND	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
REVENUE			
Licenses and Permits	\$846,124	\$759,200	\$759,200
Interest	22,276	20,000	5,000
Total Revenue	\$868,400	\$779,200	\$764,200
TOTAL IMPACT FEE REVENUE	\$868,400	\$779,200	\$764,200
BEGINNING FUND BALANCE	\$2,385,659	\$3,196,797	\$3,830,247
OPERATING TRANSFER	\$0	\$0	\$0
TOTAL AVAILABLE FUNDS	\$3,254,059	\$3,975,997	\$4,594,447
EXPENDITURES			
Repair and Maintenance	\$50	\$145,750	\$3,270,000
Subtotal	\$50	\$145,750	\$3,270,000
Capital Outlay	57,212	0	0
Debt Service	0	0	0
Total Expenditures	\$57,262	\$145,750	\$3,270,000
TOTAL IMPACT FEE FUND EXPENDITURES	\$57,262	\$145,750	\$3,270,000

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
FUND 127 - DRUG FUND

127 DRUG FUND	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
REVENUE			
Fines	\$2,519	\$1,000	\$1,000
Other	\$4,419	\$0	-
Interest	83	75	0
Total Revenue	\$7,021	\$1,075	\$1,000
TOTAL DRUG FUND REVENUE	\$7,021	\$1,075	\$1,000
BEGINNING FUND BALANCE	\$9,491	\$13,096	\$14,171
TOTAL AVAILABLE FUNDS	\$16,512	\$14,171	\$15,171
EXPENDITURES			
Police	\$3,416	\$0	\$0
Subtotal	\$3,416	\$0	\$0
Capital Outlay	0	0	9,000
Debt Service	0	0	0
Total Expenditures	\$3,416	\$0	\$9,000
TOTAL DRUG FUND EXPENDITURES	\$3,416	\$0	\$9,000

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
FUND 130 - FACILITIES TAX FUND

130 FACILITIES TAX FUND	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
REVENUE			
Licenses and Permits	\$673,704	\$617,600	\$637,800
Grant	0	0	0
Rec Center Loan Proceeds	0		
Interest	22,763	23,000	12,000
Total Revenue	\$696,467	\$640,600	\$649,800
TOTAL FACILITIES TAX FUND REVENUE	\$696,467	\$640,600	\$649,800
BEGINNING FUND BALANCE	\$2,626,848	\$2,927,376	\$3,121,826
OPERATING TRANSFER	\$0	\$0	\$0
TOTAL AVAILABLE FUNDS	\$3,323,315	\$3,567,976	\$3,771,626
EXPENDITURES			
Professional Services	\$0	\$0	\$0
Donations-Rec Center	162,500	0	0
Supplies	\$25	\$0	\$0
Subtotal	\$162,525		
Capital Outlay	\$25,077	\$0	\$0
Debt Service	\$208,337	\$446,150	\$446,850
Total Expenditures	\$395,939	\$446,150	\$446,850
TOTAL FACILITIES TAX FUND EXPENDITURES	\$395,939	\$446,150	\$446,850

TOWN OF NOLENSVILLE, TENNESSEE
 2016-2017 FISCAL YEAR BUDGET
 FUND 135 - FACILITIES SCHOOL TAX FUND

135 - FACILITIES SCHOOL TAX FUND	2014-2015 Actual	2015-2016 Estimated	2016-2017 Proposed
REVENUE			
Licenses and Permits	\$92,164	\$100,000	\$108,000
Grant Proceeds	\$17,224	\$1,144,760	\$1,124,760
Interest	2,383	2,000	500
Total Revenue	\$111,771	\$1,246,760	\$1,233,260
TOTAL FACILITIES SCHOOL TAX FUND	\$111,771	\$1,246,760	\$1,233,260
BEGINNING FUND BALANCE	\$254,815	\$326,296	\$192,800
OPERATING TRANSFER			\$0
TOTAL AVAILABLE FUNDS	\$366,586	\$1,573,056	\$1,426,060
EXPENDITURES			
Supplies	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0
Professional Services	40,290	1,380,256	1,312,033
Total Expenditures	\$40,290	\$1,380,256	\$1,312,033
TOTAL FACILITIES SCHOOL TAX FUND EXPENDITURE	\$40,290	\$1,380,256	\$1,312,033

ORDINANCE #16-05

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE,
TENNESSEE TO REZONE PROPERTY AT 7150 NOLENSVILLE ROAD
CURRENTLY OFFICE INDUSTRIAL (OI) TO COMMERCIAL SERVICES (CS)
WITH A COMMERCIAL CORRIDOR OVERLAY (CCO)**

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, March 8, 2016, and reviewed an application to rezone property currently zoned Office Industrial (OI) to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied to Map 56, Parcel: 05205 also known as 7150 Nolensville Road; and,

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

WHEREAS, the Board of Mayor and Alderman have conducted a public hearing on _____, thereon,

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

The property located at 7150 Nolensville Road and described as Map 56, Parcel 05205, as shown on the attached map as Exhibit A, is rezoned to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied.

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

Approved by the Board of Mayor and Aldermen

First Reading

Public Hearing

Second Reading

Kali Mogul, Town Recorder

Jimmy Alexander, Mayor

Approved by:

Town Attorney, Robert J. Notestine, III

ORDINANCE #16-06

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE,
TENNESSEE TO REZONE FOUR TRACTS OF PROPERTY OFF OF
NOLENSVILLE ROAD BETWEEN SUNSET ROAD AND SAM DONALD ROAD**

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, March 8, 2016, and reviewed an application to rezone four tracts of property off Nolensville Road between Sunset Road and Sam Donald Road as follows: Portions of a parcel known as the Taylor/Burns property at 9918 Sam Donald Road; a parcel known as the McCord Family property at 7263 Nolensville Road; and a portion of the parcel known as the Butner property at 1695 Sunset Road; and,

WHEREAS, the Nolensville Planning Commission voted unanimously to recommend to the Board of Mayor and Aldermen the approval of rezoning of the tracts as follows: A portion of the Taylor/Burns property (Map 056, Parcel 11300) from Estate Residential (ER) to Village with Historic Overlay (V/HD) shown as “Tract #1” on Exhibit A; A portion of the Taylor/Burns property (Map 056, Parcel 11300) from Suburban Residential (SR) to Village with Historic Overlay (V/HD) shown as “Tract #2 on Exhibit A; The McCord Family property (Map 056, Parcel 05900) from Estate Residential (ER) to Village (V) shown as “Tract #3” on Exhibit A; A portion of the Butner property (Map 056, Parcel 06300) from Estate Residential (ER) to Suburban Residential (SR) shown as “Tract #4” on Exhibit A; and,

WHEREAS, the Board of Mayor and Alderman have conducted a public hearing on _____, thereon,

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

Section 1. The four tracts are shown on Exhibit A, attached.

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

Approved by the Board of Mayor and Aldermen

First Reading

Public Hearing

Second Reading

Kali Mogul, Town Recorder

Jimmy Alexander, Mayor

Approved by:

Town Attorney, Robert J. Notestine, III

EXHIBIT A

Ordinance #16-07

AN ORDINANCE TO ENTER INTO A FRANCHISE AGREEMENT WITH COMCAST OF NASHVILLE II, LLC TO PROVIDE CABLE WITHIN THE TOWN OF NOLENSVILLE, TENNESSEE

AGREEMENT

This ***AGREEMENT*** is effective as of the ____ day of _____, 2016 (the “Effective Date”), and is between the Town of Nolensville, Tennessee (the “Franchising Authority” or the “Town”), and Comcast of Nashville II, LLC, whose principal place of business is located at 6200 The Corners Parkway, Suite 200, Norcross, Georgia 30092 (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

**SECTION 1
GRANT OF AUTHORITY**

1.1 **Grant of Franchise.** The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service only, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 **Term of Franchise.** This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 **Renewal.** Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 **Reservation of Authority.** Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System

to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to Town residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Town residents; promote local communications infrastructure investments and economic opportunities in the Town; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise

modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled meeting of the Town Board of Mayor and Aldermen.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company

and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 **Service Area.** As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 **System.** As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 **System Technical Standards.** Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 **Testing Procedures; Technical Performance.** Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 **General Requirements.** The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this

Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The issuance of permits, licenses, or other approvals shall not be unreasonably delayed or withheld by the Franchising Authority. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough, and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities,

aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that Comcast may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. The Company shall not be required to pay franchise fees on gross revenues earned from Subscribers in annexed areas until sixty (60) days after receiving such notice.

SECTION 3 CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4 COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional

sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out of pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the

distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment

and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for its use of the Emergency Alert System.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

- (a) seek specific performance;
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth

the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review *de novo* the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

SECTION 8 INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than “A minus,” and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days’ prior written notice of cancellation to the Town.

8.1.2 Workers’ Compensation. The Company shall ensure its compliance with the Tennessee Workers’ Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company’s construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys’ fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. The Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier to be designated for non-commercial, non-revenue generating public, educational, or governmental (“PEG”) access purposes; provided, however, that this obligation shall not take effect until such time as the Franchising Authority certifies that it will satisfy the programming terms set forth in Section 9.2. Upon

activation, unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Franchising Authority certifies and commits to maintain eight (8) hours per week of non-duplicative original programming on the activated PEG Channel. Should the Franchising Authority fail to maintain eight (8) hours of programming per week for any period of three (3) consecutive months on the PEG Channel, the Company may reclaim the Channel position for its own use. For purposes of this Agreement, original programming includes programming produced specifically for, about, or by the Town of Nolensville or the Williamson County School System. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Interconnection with other Cable and Video Service Providers. Upon written request of the Franchising Authority, the Company shall interconnect with other cable and video systems in the Franchise Area as required by T.C.A. § 7-59-309(f)(1)(A). This subsection 9.4 shall not be construed to mean that the Company is responsible for costs of said interconnection.

9.5 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.6 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.7 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

SECTION 10 MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this

Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the Town of Nolensville, Tennessee.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid, or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
Town of Nolensville, Tennessee
Attn: Mayor
7218 Nolensville Road
Nolensville, Tennessee 37135

COMPANY:
Comcast of Nashville II, LLC
Attn: Vice President, Government Affairs
6200 The Corners Parkway, Suite 2000
Norcross, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Department
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including, without limitation, the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.13 Governing Law. This Agreement shall be deemed to be executed in the Town of Nolensville, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly

notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the Board of Mayor and Aldermen of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

Town of Nolensville, Tennessee

By: _____
Name: Jimmy Alexander
Title: Mayor

Comcast of Nashville II, LLC

By: _____
Name: Douglas R. Guthrie
Title: Senior Vice President

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

- (A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;
- (B) a facility that serves Subscribers without using any public right-of-way as defined herein;
- (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;
- (D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville II, LLC, a limited liability company validly existing under the laws of the State of Delaware, whose principal place of business is located at 6200 The Corners Parkway, Suite 200, Norcross, Georgia 30092, or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of the Town of Nolensville, Tennessee, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the Town of Nolensville, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to generally accepted accounting principles. “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including, but not limited to, revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including, but not limited to, yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a

single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider’s revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider’s Subscribers located in the Franchise Area to the total number of the provider’s Subscribers. The ratio shall be based on the number of the provider’s Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider’s discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“**Person**” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“**Signal**” means any transmission of radio frequency energy or of optical information.

“**Streets**” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“**Subscriber**” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. “Standard” installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The

operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic

and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

Attest: _____
Town Recorder

Approved by: _____
Town Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

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

RESOLUTION #16-11

A RESOLUTION TO ENTER INTO AN AGREEMENT AND AUTHORIZE THE USE OF FUNDS TO PURCHASE PROPERTY FOR THE TOWN OF NOLENSVILLE

WHEREAS, on October 6, 2011 the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee, by Resolution #11-29, unanimously agreed to submit an application for an Active Transportation Program grant; and,

WHEREAS, the Town was advised by the Nashville Metropolitan Planning Organization (MPO) on January 26, 2012, that the Town was selected for the federal grant for Small Town Connections funding to construct 4,270 linear feet of trail beginning at Nolensville Elementary School to a trailhead adjacent to the Town Center on State Road 31/41A (Nolensville Road), in the amount of \$620,000.00; and,

WHEREAS, the Town has negotiated an agreement to acquire one-half acre of property to serve as the trailhead lot adjacent to the Town Center on Nolensville Road; and,

WHEREAS, the negotiated purchase price for the property is \$5,120.00 above the available funding provided by the Small Town Connections grant; 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 hereby authorized to enter into an agreement to purchase from Mrs. Evelyn H. Bennett, Trustee one-half acre of real property located at 7286 Nolensville Road, further described as Map 56, Parcel 43.01, Lot 2 on the Williamson County, Tennessee Tax Maps.

Section 2. That the Town shall spend, in addition to the grant funds it has received for to purchase the property for the trailhead, an amount not exceed \$5,120.00 to complete the purchase from Mrs. Bennett.

RESOLVED this 7th day of April, 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

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

RESOLUTION #16-12

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH THE WANNABEATLES
FOR FOURTH OF JULY MUSIC ENTERTAINMENT**

WHEREAS, the Town of Nolensville wishes to enter into an agreement with The Wannabeatles to provide music entertainment for the Town's Fourth of July celebration; and,

WHEREAS, the Town of Nolensville Events Committee will solicit the Community and Corporations for financial sponsorship; 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, or his designee, is hereby authorized to enter into an agreement with The Wannabeatles to secure musical entertainment with overall payment not to exceed \$3,000.00.

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

RESOLVED this 7th day of April, 2016.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

EVENT BOOKING CONTRACT

This agreement is made this _____ day of March, 2016 between the Town of Nolensville (the "Town") and the Wannabeatles (the "Artist").

WHEREAS, the Town conducts the event known as the Nolensville 4th of July Celebration (the Event) and

WHEREAS, the Town desires to hire Artist, as an independent contract to provide the performance for scheduled Fourth of July event to be held on the 2nd of July, 2016.

The parties agree as follows:

1. The Wannabeatles will appear at the 4th of July Celebration for the sum of \$3,000.00. In the case of threatening weather on the 2nd of July, 2016, The Wannabeatles agree to perform the following date of July 3, 2016.
2. The name and mailing address of the Representative, who is executing this Agreement on behalf of the artist is: Dennis Scott
3. The place of the performance is the Town of Nolensville, Tennessee.
4. The date of the performance is July 2, 2016 for 2 hours beginning at 7 p.m..
5. The Performance can be described as: Musical entertainment for the Town of Nolensville's 4th of July Event.
6. The Artist agrees to provide the Performance in accordance with the terms of this Agreement.
7. Presenter agrees to pay Artist or his agent a deposit of One Thousand (\$1,000.) upon signing of this contract paid by check. The balance of Two Thousand (\$2,000.) will be paid immediately following the performance. The check shall be made payable to: Dennis Scott.
8. The Town will use its best efforts to prevent the recording, reproduction or transmission of the Performance with the written permission of Artist.
9. Artist acknowledges that they shall perform their obligations herein as an independent contractor and not as an employee of the Town. Artist further acknowledges that they are not on the Town's payroll and/or tax withholding role
10. Artist shall be permitted to sell paraphernalia specific to their brand but shall not sell any goods, products, or merchandise other than the services provided herein at the performance except by express written permission of the Town.
11. The Town shall be entitled to advertise and promote the appearance of the Artist and the Performance.
12. The Town shall furnish the stage and power for the performance and sound including audio specialists (MTSU). The Town shall provide the lights. The Artist is in charge of setup before the performance and takedown after the performance.
13. The Town shall provide a parking space for the Artist with close proximity to and with direct access to the stage area. The parking space will be reserved for the Artist for a period of four hours prior to the Performance.
14. The Artist shall provide the Town, prior to performing, a W-9 form and a copy of a current liability policy, naming the Town as an additional insured against liability related to the performance at the Event.
15. The Artist agrees to hold the Town harmless for any injury or damage the Artist and their equipment may suffer related to Artist's participation in the Event.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

TOWN OF NOLENSVILLE

BY: _____

WANNABEETLES

BY: _____

David Toledo