

AGENDA
TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN
THURSDAY, JULY 9TH, 2015, 7:00 P.M.

1. Call to Order
2. Prayer and Pledge
3. Citizens Input/General Comments
4. Approval of Minutes for Regular Meeting June 4, 2015
5. Treasurer's Report – May, 2015
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. Second reading of Ordinance 15-08, an ordinance to amend budget ordinance 14-06, and further amended by Ordinance 15-01 for fiscal year July 1, 2014 – June 30, 2015—Mayor Alexander
8. First reading of Ordinance 15-09, an ordinance to amend Title 9 of the Municipal Code regulating the external playing of music by solicitors within the Town of Nolensville—Alderman Snyder
9. First reading of Ordinance 15-10, an ordinance to adopt a concept plan for a planned unit development overlay known as Nolen Estates located on Sam Donald Road—Mayor Alexander
10. Reading of Resolution 15-23, a resolution to enter into an agreement with the State of Tennessee to administer a 401(k) deferred compensation plan for the Town of Nolensville—Mayor Alexander
11. Reading of Resolution 15-24, a resolution to enter into an agreement with the State of Tennessee to administer a 457(b) deferred compensation plan and trust for the Town of Nolensville—Mayor Alexander
12. Reading of Resolution 15-25, a resolution to enter into an agreement with Burris Thompson & Associates for consulting services pertaining to an employee wage and salary administration plan—Mayor Alexander
13. Reading of Resolution 15-26, a resolution to enter into an agreement with Volkert, Incorporated for planning services—Mayor Alexander
14. Other
15. Adjourn

Town of Nolensville
Board of Mayor and Aldermen Meeting
Date: June 4th, 2015, 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, Engineer Don Swartz, Planner Henry Laird, and Recorder Kali Mogul. There were 45 citizens present.

Vice Mayor Jason Patrick said a prayer and led the Pledge of Allegiance.

There were no Citizen Comments.

Alderman Dugger made a motion to approve the minutes from the Board meeting of May 7th, 2015. The motion was seconded by Alderman Felts. With no discussion, the motion passed unanimously.

Mayor Alexander made a motion to approve the Treasurer's Report through April 2015. Alderman Dugger seconded, and the report was approved unanimously.

COMMITTEE REPORTS:

In Chair Douglas Radley's absence Town Planner Henry Laird reported for the Planning Commission.

- In May, the Planning Commission approved these submittals:
 - Entrance sign for Whitney Park subdivision
 - Plans of service for Singleton and Rogers properties
 - Stockmaster minor subdivision, final plat
 - Scales Farmstead concept PUD plan and preliminary plat, with conditions
 - Bent Creek Phase 11 Section 1B, final plat
 - Site plan for Twice Daily Convenience Store

Engineer Don Swartz provided updates on the following:

- Collier Engineering has sent a proposal for the second phase of roadway maintenance which is on the agenda for consideration.
- After interviewing and scoring several firms, HFR Design was selected to do design work on the second SRTS grant. This contract is also on the agenda.
- A summary of the MPO Workshop pertaining to the 2040 Regional Transportation Plan.

On behalf of the Fire Chief, Mr. Tom Seyfried reported statistics for the month and a comparison to 2014.

Police Chief Troy Huffines reviewed his report on monthly offenses, stop data and a management report for May. Following his report, Chief Huffines introduced new police officer Clint Newbill and family. Officer Newbill was sworn in.

Mr. Bryan Howell reported for the Public Works department.

- The department has begun cutting the Right of Way and preparing for the Fourth of July event.
- Drain repair will begin soon.

Ms. Betty Friedlander reported for the Historic Zoning Commission.

- A certificate of appropriateness was approved for the Nolensville Toy Store at 9985 Old Clovercroft Road for renovation of the barn and for The Painted Dragonfly at 7311 Nolensville Road for repairs and renovations of the house.

No report was given for the Economic Development Committee.

Alderman Snyder reported that the Town Events Committee is working with the Police Chief and Public Works on final details for the Fourth of July event.

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

- Small Towns Connection project: A final design from Kimley Horn and a flood study have been submitted to TDOT for comments; a response should come within a couple of weeks.

Public hearing of Resolution 15-20, a resolution to adopt a Plan of Service for the Annexation of property referenced as Map 59, Parcels 01203 and 09600, Map 82, Parcels 01000, 01001, 01002, and 00303, opened at 7:25 p.m.

Mr. George White, of 1795 Warren Hollow Road, said he has met with the owners of the property and Town staff. Mr. White's concern is about the zoning of the property. He also is opposed to having an access road between Warren Hollow and Clovercroft Roads.

Mr. Al Thomas, of 1840 Burke Hollow Road, is opposed to high-density subdivisions near his property.

Mr. Michael Reiersen, of 1789 Warren Hollow Road, is adjacent to Mr. White. He has met with the property owner but is still confused about the future plans for the proposed annexation parcels. He does not want the rear entrance to the proposed retreat to be close to his home.

Mr. Randy Dismang just recently purchased five acres next to the proposed annexation on Clovercroft and moved from Bent Creek. He expressed deep concern over the traffic in and out of the retreat and is opposed to having an access road between Clovercroft and Warren Hollow.

Mr. Pete Mosley's farm at 9621 Clovercroft Road is due west of the proposed annexation. He wants a barrier fence separating his farm from the ranch.

Mr. Jim Orr, of 1756 Warren Hollow Road, is concerned about increased crime and increased density due to the proposed use of the property.

Ms. Dana Miller of Warren Hollow Road is opposed to any through access due to safety reasons.

Mr. Byron Boyd, a resident of Ballenger Farms, represented the property owners as the developer. He believes the Melody Ranch corporate retreat concept will contrast the high density subdivisions coming to the area. If Melody Ranch is developed, there will be 24-hour, seven-day-a-week private security and a barrier fence installed bordering Mr. Mosley's property.

With no further comments, the public hearing was closed at 7:49 p.m.

Public hearing of Resolution 15-21, a resolution to adopt a Plan of Service for the Annexation of property referenced as Map 58, Parcel 77 and 090 opened at 7:50 p.m. There were no citizen comments, but Mayor Alexander announced Parcel 090 would be struck from the resolution. The public hearing closed at 7:51 p.m.

Mayor Alexander made a motion to approve on second reading Ordinance 15-06, an ordinance adopting a budget for fiscal year July 1, 2015 – June 30, 2016, seconded by Alderman Dugger. With no discussion, the motion passed unanimously.

Mayor Alexander made a motion to approve Ordinance 15-07, an ordinance to amend the Bent Creek Master Concept PUD Plan of Nolensville, Tennessee to revise the plan as it pertains to Phase 18 of the Bent Creek Development. Alderman Patrick seconded the motion.

After extensive discussion and guidance from Counsel Notestine, Alderman Patrick made a motion to amend Ordinance 15-07 by adding the following additional conditions prior to the issuing of a grading permit for Phase 12:

- (A) A plat will be created by the Town of Nolensville detailing the entire amount of dedicated open space included in Bent Creek Phase 12. The dedicated open space shall be kept free of liens, encumbrances, and mortgage indebtedness. When approved by the Town, this "open space" plat will be recorded and all Phase 12 open space will be deeded to the Bent Creek Homeowners Association (HOA);
- (B) A letter of credit drawn on a local bank will be obtained by CK Development. This instrument will insure CK Development, its heirs, successors, and/or its assigns, or the local bank will make good on a payment of \$250,000 between the Bent Creek HOA and CK Development. This LOC will have a term of 12 months, but is subject to renewal by the Bent Creek HOA.

Mayor Alexander seconded the motion to amend, which passed unanimously. Upon a vote, Ordinance 15-07, as amended, passed on second reading unanimously.

Mayor Alexander made a motion to approve Ordinance 15-08, an ordinance amending Ordinance 14-06, and further amended by Ordinance 15-01 for fiscal year July 1, 2015 – June 30, 2016. Alderman Patrick seconded the motion, which passed on first reading unanimously.

Mayor Alexander made a motion to approve Resolution 15-15, a resolution to enter into an agreement with Everbridge for Nixle Engage emergency communications software, seconded by Alderman Snyder. Upon a vote, the motion passed unanimously.

Mayor Alexander made a motion to approve Resolution 15-16, a resolution to make application for a COPS Hiring Program Grant. Alderman Felts seconded the motion, which was approved unanimously.

Mayor Alexander made a motion to approve Resolution 15-17, a resolution to enter into an agreement Collier Engineering for management of a pavement project, seconded by Alderman Felts. The motion passed unanimously.

Mayor Alexander made a motion to approve Resolution 15-18, a resolution to enter into an agreement with The Songwriter Agency, Incorporated for Fourth of July entertainment. Alderman Patrick seconded the motion, which passed unanimously.

Mayor Alexander made a motion to approve Resolution 15-19, a resolution to enter into an agreement with HFR Design for Safe Routes to School work on Dortch Court, seconded by Alderman Snyder. Upon a vote, the motion was approved unanimously.

Mayor Alexander made a motion to approve Resolution 15-20, a resolution to annex and adopt a Plan of Service for the Annexation of property referenced as Map 59, Parcels 01203 and 09600, Map 82, Parcels 01000, 01001, 01002, and 00303, seconded by Alderman Snyder. After a brief discussion, the motion passed unanimously.

Mayor Alexander made a motion to approve Resolution 15-21, a resolution to annex and adopt a Plan of Service for the Annexation of property referenced as Map 58, Parcel 77, seconded by Alderman Patrick. The motion passed unanimously.

Mayor Alexander made a motion to approve Resolution 15-22, a resolution to release Regent Homes, LLC from maintenance bonding in Burkitt Place Subdivision, Phase 2J. Alderman Felts seconded the motion, which passed unanimously.

Other:

Mayor Alexander mentioned 12 residential permits were issued in the month of May, bringing the total so far this year to 169.

Mayor Alexander adjourned the meeting at 8:47 p.m.

Respectfully submitted,

Kali Mogul
Town Recorder

Approved,

Jimmy Alexander
Mayor

Cash on Hand Report - 5/31/15

Bank Account	Financial Institution	Interest Rate	Balance	Fund Total
General Fund:				
Rainy Day Fund	Peoples State Bank of Commerce	0.81%	\$152,467.92	
Legal Fund	Peoples State Bank of Commerce	0.81%	\$3,312.78	
Growth Fund	Peoples State Bank of Commerce	0.81%	\$87,177.90	
Local Investment	State of Tennessee	0.09%	\$3,764.13	
Checking	Peoples State Bank of Commerce	0.81%	\$14,088.44	
Savings	Peoples State Bank of Commerce	0.81%	\$2,431,861.63	
			General Fund Total	\$2,692,672.80
Facilities Tax:				
Checking	Peoples State Bank of Commerce	0.00%	\$495.02	
Money Market	Peoples State Bank of Commerce	0.85%	\$2,222,973.07	
Capital Funds	Peoples State Bank of Commerce	0.81%	\$37,012.82	
			Facilities Tax Total	\$2,260,480.91
Impact Fee:				
Impact Checking	Peoples State Bank of Commerce	0.00%	\$302.15	
Impact Base	Peoples State Bank of Commerce	0.81%	\$2,889,639.98	
Impact 25%	Peoples State Bank of Commerce	0.81%	\$174,145.72	
			Impact Fee Total	\$3,064,087.85
Drug Fund:				
Drug Fund	Peoples State Bank of Commerce	0.81%	\$12,849.64	
			Drug Fund Total	\$12,849.64
State Street Aid:				
Local Investment	State of Tennessee	0.09%	\$5,588.76	
Checking	Peoples State Bank of Commerce	0.00%	\$0.90	
Savings	Peoples State Bank of Commerce	0.81%	\$226,884.16	
			State Street Aid Total	\$232,473.82
County School:				
County 30%-Checking	Peoples State Bank of Commerce	0.00%	\$275.74	
County 30%-Save	Peoples State Bank of Commerce	0.81%	\$317,048.96	
			County School Fund Total	\$317,324.70
Debt Service:				
Debt Service-Checking	Peoples State Bank of Commerce	0.00%	\$0.00	
Debt Service-Save	Peoples State Bank of Commerce	0.81%	\$539,700.08	
			Debt Service Fund Total	\$539,700.08
			Total Cash On Hand	<u>\$9,119,589.80</u>

Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
110-410-41000	0.00	\$ 1,677.92	\$ 310,711.00	\$ 341,886.04	(10.03%)
110-410-41140	0.00	47.17	5,000.00	5,569.18	(11.38%)
110-410-42300	0.00	46.80	500.00	620.24	(24.05%)
110-410-42500	0.00	33,742.81	360,000.00	342,149.22	4.96%
110-410-42540	0.00	6,312.23	60,000.00	53,306.23	11.16%
110-410-42550	0.00	7,846.35	70,000.00	75,093.66	(7.28%)
110-410-42670	0.00	15,901.01	45,000.00	58,773.24	(30.61%)
110-410-42680	0.00	21,322.12	80,000.00	93,220.10	(16.53%)
110-410-42910	0.00	0.00	1,100.00	1,300.00	(18.18%)
110-410-42920	0.00	1,333.33	6,270.00	5,086.67	18.87%
110-410-44310	0.00	39,016.51	430,000.00	401,644.42	6.59%
110-410-44320	0.00	0.00	58,886.40	58,886.04	0.00%
110-410-44330	0.00	0.00	3,000.00	2,803.15	6.56%
110-410-44340	0.00	5,150.27	15,600.00	27,149.70	(74.04%)
110-410-44370	0.00	996.61	11,959.00	10,965.87	8.30%
110-410-44500	0.00	51.97	68,500.00	51,486.53	24.84%
110-410-44610	0.00	18.25	75.00	209.20	(178.93%)
110-410-45600	0.00	1,682.02	15,000.00	16,774.90	(11.83%)
110-410-45640	0.00	3,600.00	0.00	0.00	0.00%
110-410-45650	0.00	0.00	2,885.00	2,885.00	0.00%
110-410-45670	0.00	0.00	2,430.00	3,070.49	(26.36%)
110-410-45675	0.00	4,000.00	22,240.00	13,395.00	39.77%
110-410-45695	0.00	0.00	600.00	0.00	100.00%
110-410-45697	0.00	0.00	0.00	1,880.00	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	142,745.37	1,569,756.40	1,568,154.88	0.10%
ENGINEERING Revenues					
110-420-43010	0.00	29,676.88	387,666.00	388,261.57	(0.15%)
110-420-43011	0.00	554.50	5,250.00	3,471.89	33.87%
110-420-43012	0.00	350.00	4,350.00	4,400.00	(1.15%)
110-420-43015	0.00	0.00	50.00	75.00	(50.00%)
110-420-43030	0.00	3,440.00	19,216.00	24,049.00	(25.15%)
110-420-43035	0.00	2,700.00	17,471.00	18,671.00	(6.87%)
110-420-43040	0.00	2,175.92	25,500.00	23,625.92	7.35%
110-420-43050	0.00	1,000.00	2,000.00	3,000.00	(50.00%)
110-420-43060	0.00	2,299.00	20,000.00	33,567.00	(67.84%)
110-420-43080	0.00	375.00	4,500.00	5,325.00	(18.33%)
110-420-43090	0.00	100.00	950.00	1,850.00	(94.74%)
110-420-43095	0.00	675.00	17,748.30	30,165.80	(69.96%)
110-420-43100	0.00	3,187.99	8,363.00	10,351.69	(23.78%)
110-420-43120	0.00	125.00	275.00	400.00	(45.45%)
110-420-43130	0.00	0.00	75.00	50.00	33.33%
110-420-44513	0.00	995.21	13,994.00	13,809.76	1.32%
110-420-45645	0.00	37.00	700.00	876.00	(25.14%)
Total ENGINEERING Revenues	0.00	47,691.50	528,108.30	561,949.63	(6.41%)

Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
POLICE Revenues					
110-430-45680 POLICE GRANTS & DONATIONS	0.00	1,945.00	9,800.00	26,655.00	(171.99%)
110-430-46000 OFFICER COURT FEE	0.00	(258.05)	4,000.00	3,152.12	21.20%
110-430-47000 COURT COSTS	0.00	13,077.41	125,000.00	128,856.56	(3.09%)
Total POLICE Revenues	0.00	14,764.36	138,800.00	158,663.68	(14.31%)
Total GENERAL FUND Revenues	0.00 \$	205,201.23 \$	2,236,664.70 \$\$	2,288,768.19	(2.33%)
Expenditures					
BOMA Expenditures					
110-400-51100 SALARIES	0.00 \$	1,250.00 \$	15,725.00 \$\$	14,475.00	7.95%
110-400-51400 EMPLOYER CONTRIBUTIONS	0.00	95.62	1,203.00	1,107.30	7.96%
110-400-52000 CONTRACTUAL SERVICES	0.00	0.00	1,500.00	1,500.00	0.00%
110-400-52115 ELECTION COST	0.00	0.00	578.20	578.20	0.00%
110-400-52350 MEMBERSHIPS REGISTRATION FEES	0.00	100.00	4,500.00	5,315.79	(18.13%)
110-400-52400 CELLULAR TELEPHONE	0.00	56.19	895.00	748.87	16.33%
110-400-52500 PROFESSIONAL SERVICES	0.00	2,860.41	56,928.00	63,888.41	(12.23%)
110-400-52800 TRAVEL	0.00	0.00	100.00	64.90	35.10%
110-400-55100 LIABILITY INSURANCE	0.00	0.00	2,141.53	2,723.33	(27.17%)
110-400-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	128.38	151.54	(18.04%)
110-400-57300 MTTC GRANT	0.00	0.00	1,200.00	0.00	100.00%
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	9,617.00	9,617.00	0.00%
110-400-57730 HISTORIC AND BEAUTIFICATION	0.00	0.00	5,887.33	5,887.33	0.00%
110-400-57740 TOURISM	0.00	0.00	1,000.00	1,000.00	0.00%
110-400-57760 TOWN EVENTS	0.00	0.00	29,040.00	7,960.22	72.59%
110-400-57880 OTHER BOMA/EMPLOYEE SERVICE	0.00	100.56	8,500.00	8,509.43	(0.11%)
Total BOMA Expenditures	0.00	4,462.78	139,943.44	123,527.32	11.73%
GENERAL GOVERNMENT Expenditures					
110-410-51100 SALARIES	0.00	13,681.25	128,289.12	120,743.63	5.88%
110-410-51400 EMPLOYER CONTRIBUTIONS	0.00	1,047.68	9,814.09	9,459.30	3.62%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	0.00	1,186.07	23,166.10	22,407.59	3.27%
110-410-51430 EMPLOYEE RETIREMENT PLAN	0.00	255.47	3,334.76	2,000.92	40.00%
110-410-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	282.68	295.90	(4.68%)
110-410-52110 POSTAGE BOX RENT ETC	0.00	196.00	1,000.00	866.38	13.36%
110-410-52310 PUBLICATION OF LEGAL NOTICES	0.00	434.70	1,000.00	1,203.34	(20.33%)
110-410-52350 MEMBERSHIPS REGISTRATION FEES	0.00	50.00	2,200.00	2,589.00	(17.68%)
110-410-52400 CELLULAR TELEPHONE	0.00	246.02	1,600.00	1,424.44	10.97%
110-410-52500 PROFESSIONAL SERVICES	0.00	0.00	4,200.00	4,824.50	(14.87%)
110-410-52600 REPAIR AND MAINTENANCE SERVICES	0.00	129.93	1,747.09	1,805.21	(3.33%)
110-410-52800 TRAVEL	0.00	145.60	1,500.00	1,023.58	31.76%
110-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00	289.60	1,500.00	1,741.70	(16.11%)
110-410-55100 LIABILITY INSURANCE	0.00	0.00	2,723.29	2,723.29	0.00%
110-410-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	572.37	358.83	37.31%
110-410-55510 TRUSTEE FEES	0.00	34.93	8,000.00	7,871.60	1.61%
110-410-55900 50% STATE MIXED DRINK TAX	0.00	2,575.14	7,800.00	13,574.86	(74.04%)
110-410-57800 MOVING EXPENSES	0.00	0.00	11,001.46	6,089.00	44.65%

Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-410-59000 CAPITAL OUTLAY	0.00	0.00	4,100.00	4,076.96	0.56%
Total GENERAL GOVERNMENT Expenditures	0.00	20,272.39	213,830.96	205,080.03	4.09%
COURT Expenditures					
110-415-51100 SALARIES	0.00	5,133.54	65,290.81	59,323.19	9.14%
110-415-51400 EMPLOYER CONTRIBUTIONS	0.00	392.72	4,994.75	4,538.25	9.14%
110-415-51420 HOSPITAL AND HEALTH INSURANCE	0.00	709.76	8,489.62	7,783.36	8.32%
110-415-51430 EMPLOYEE RETIREMENT PLAN	0.00	71.38	921.51	850.05	7.75%
110-415-51470 UNEMPLOYMENT INSURANCE	0.00	13.85	223.48	223.47	0.00%
110-415-51650 COURT COSTS	0.00	0.00	148.50	0.00	100.00%
110-415-52110 POSTAGE BOX RENT ETC	0.00	0.00	188.00	204.33	(8.69%)
110-415-52600 REPAIR AND MAINTENANCE SERVICES	0.00	257.33	2,415.09	2,520.60	(4.37%)
110-415-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	500.00	406.47	18.71%
110-415-55100 LIABILITY INSURANCE	0.00	0.00	2,723.29	2,723.29	0.00%
110-415-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	154.73	142.75	7.74%
Total COURT Expenditures	0.00	6,578.58	86,049.78	78,715.76	8.52%
ENGINEERING Expenditures					
110-420-51100 SALARIES	0.00	6,083.98	79,341.74	73,257.76	7.67%
110-420-51400 EMPLOYER CONTRIBUTIONS	0.00	465.42	6,069.62	5,604.17	7.67%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	0.00	709.76	8,505.12	7,791.11	8.40%
110-420-51430 EMPLOYEE RETIREMENT PLAN	0.00	150.88	1,961.48	1,810.58	7.69%
110-420-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	90.00	90.00	0.00%
110-420-52110 POSTAGE BOX RENT ETC	0.00	0.00	40.00	0.00	100.00%
110-420-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	750.00	180.40	75.95%
110-420-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	655.00	280.00	57.25%
110-420-52500 PROFESSIONAL SERVICES	0.00	400.00	0.00	400.00	0.00%
110-420-52540 ARCHITECTURAL AND ENGINEERING	0.00	2,940.00	8,000.00	11,520.70	(44.01%)
110-420-52600 REPAIR AND MAINTENANCE SERVICES	0.00	119.73	1,260.00	1,265.87	(0.47%)
110-420-52800 TRAVEL	0.00	0.00	100.00	100.00	0.00%
110-420-53100 OFFICE SUPPLIES AND MATERIALS	0.00	89.99	150.00	285.91	(90.61%)
110-420-55100 LIABILITY INSURANCE	0.00	0.00	2,705.00	2,723.29	(0.68%)
110-420-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	572.00	495.30	13.41%
110-420-57915 MS4	0.00	400.00	28,640.00	16,366.63	42.85%
Total ENGINEERING Expenditures	0.00	11,359.76	138,839.96	122,171.72	12.01%
PLANNING Expenditures					
110-425-51100 SALARIES	0.00	6,291.35	80,773.38	74,510.16	7.75%
110-425-51400 EMPLOYER CONTRIBUTIONS	0.00	480.22	6,179.16	5,674.62	8.17%
110-425-51420 HOSPITAL AND HEALTH INSURANCE	0.00	704.84	9,745.38	7,758.59	20.39%
110-425-51430 EMPLOYEE RETIREMENT PLAN	0.00	141.99	1,839.12	1,648.69	10.35%
110-425-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	147.13	149.78	(1.80%)
110-425-52110 POSTAGE BOX RENT ETC	0.00	0.00	145.00	143.29	1.18%
110-425-52310 PUBLICATION OF LEGAL NOTICES	0.00	46.20	750.00	420.16	43.98%
110-425-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	1,795.00	1,175.00	34.54%
110-425-52540 ARCHITECTURAL AND ENGINEERING	0.00	1,618.00	34,000.00	31,493.12	7.37%
110-425-52570 PLANNING AND ZONING SERVICES	0.00	0.00	150.00	42.00	72.00%
110-425-52600 REPAIR AND MAINTENANCE SERVICES	0.00	119.74	1,199.09	1,282.11	(6.92%)
110-425-52800 TRAVEL	0.00	0.00	2,500.00	29.38	98.82%

Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-425-53100 OFFICE SUPPLIES AND MATERIALS	0.00	169.98	1,000.00	977.59	2.24%
110-425-55100 LIABILITY INSURANCE	0.00	0.00	2,723.29	2,723.29	0.00%
110-425-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	517.00	437.21	15.43%
110-425-57920 REIMBURSABLE ENGINEER SERVICE	0.00	37.00	800.00	831.00	(3.88%)
Total PLANNING Expenditures	0.00	9,609.32	144,263.55	129,295.99	10.38%
CODES Expenditures					
110-428-51100 SALARIES	0.00	4,211.86	81,799.04	58,697.63	28.24%
110-428-51400 EMPLOYER CONTRIBUTIONS	0.00	322.22	6,257.63	4,490.50	28.24%
110-428-51420 HOSPITAL AND HEALTH INSURANCE	0.00	709.76	8,505.12	7,791.11	8.40%
110-428-51430 EMPLOYEE RETIREMENT PLAN	0.00	56.00	776.78	705.94	9.12%
110-428-51470 UNEMPLOYMENT INSURANCE	0.00	2.08	431.81	295.53	31.56%
110-428-52110 POSTAGE BOX RENT ETC	0.00	0.00	49.00	49.00	0.00%
110-428-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	410.00	410.00	0.00%
110-428-52540 ARCHITECTURAL AND ENGINEERING	0.00	0.00	1,800.00	693.75	61.46%
110-428-52600 REPAIR AND MAINTENANCE SERVICES	0.00	119.74	2,575.09	2,608.39	(1.29%)
110-428-52610 REPAIR AND MAINTENANCE MOTOR	0.00	0.00	100.00	60.11	39.89%
110-428-52800 TRAVEL	0.00	208.68	0.00	435.68	0.00%
110-428-53100 OFFICE SUPPLIES AND MATERIALS	0.00	458.83	2,000.00	2,317.98	(15.90%)
110-428-53310 VEHICLE GAS	0.00	0.00	1,500.00	119.50	92.03%
110-428-55100 LIABILITY INSURANCE	0.00	0.00	2,691.00	3,033.63	(12.73%)
110-428-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	2,913.00	1,360.99	53.28%
110-428-59000 CAPITAL OUTLAY	0.00	0.00	9,453.87	9,453.87	0.00%
Total CODES Expenditures	0.00	6,089.17	121,262.34	92,523.61	23.70%
POLICE Expenditures					
110-430-51100 SALARIES	0.00	23,093.64	353,894.50	303,021.59	14.38%
110-430-51130 OVERTIME SALARIES	0.00	297.51	3,500.00	3,127.65	10.64%
110-430-51360 POLICE CLOTHING/UNIFORMS	0.00	0.00	7,500.00	5,055.63	32.59%
110-430-51400 EMPLOYER CONTRIBUTIONS	0.00	1,789.44	27,340.68	23,420.71	14.34%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	0.00	4,978.57	69,480.68	58,829.83	15.33%
110-430-51430 EMPLOYEE RETIREMENT PLAN	0.00	580.08	8,259.21	6,684.33	19.07%
110-430-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	942.58	830.47	11.89%
110-430-52000 CONTRACTUAL SERVICES	0.00	0.00	8,000.00	8,000.00	0.00%
110-430-52110 POSTAGE BOX RENT ETC	0.00	49.00	100.00	94.20	5.80%
110-430-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	26.04	26.04	0.00%
110-430-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	535.00	610.00	(14.02%)
110-430-52355 TRAINING AND AMMUNITION	0.00	0.00	3,000.00	2,250.86	24.97%
110-430-52400 CELLULAR TELEPHONE	0.00	0.00	197.47	197.47	0.00%
110-430-52450 TELEPHONE AND OTHER	0.00	279.45	3,580.00	2,944.58	17.75%
110-430-52500 PROFESSIONAL SERVICES	0.00	500.00	3,260.00	2,828.89	13.22%
110-430-52600 REPAIR AND MAINTENANCE SERVICES	0.00	139.25	3,000.00	2,261.50	24.62%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	0.00	0.00	6,000.00	7,945.83	(32.43%)
110-430-52800 TRAVEL	0.00	0.00	252.39	252.39	0.00%
110-430-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	3,225.00	2,539.57	21.25%
110-430-53290 OTHER OPERATING SUPPLIES	0.00	0.00	500.00	348.77	30.25%
110-430-53310 VEHICLE GAS	0.00	1,344.87	20,000.00	17,918.97	10.41%
110-430-55100 LIABILITY INSURANCE	0.00	0.00	15,592.70	15,592.70	0.00%
110-430-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	14,497.00	16,050.60	(10.72%)

Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-430-59000 CAPITAL OUTLAY	0.00	609.60	41,000.00	43,088.80	(5.09%)
110-430-59450 COMMUNICATION EQUIPMENT	0.00	0.00	6,910.00	1,945.00	71.85%
Total POLICE Expenditures	0.00	33,661.41	600,593.25	525,866.38	12.44%
FIRE Expenditures					
110-440-52000 CONTRACTUAL SERVICES	0.00	11,375.00	136,500.00	125,125.00	8.33%
Total FIRE Expenditures	0.00	11,375.00	136,500.00	125,125.00	8.33%
STREET Expenditures					
110-450-51100 SALARIES	0.00	7,194.42	96,944.89	87,406.99	9.84%
110-450-51130 OVERTIME SALARIES	0.00	0.00	300.00	79.76	73.41%
110-450-51350 PUBLIC WORKS UNIFORMS	0.00	0.00	275.00	0.00	100.00%
110-450-51400 EMPLOYER CONTRIBUTIONS	0.00	550.37	7,422.38	6,692.76	9.83%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	0.00	715.09	8,562.84	7,841.29	8.43%
110-450-51430 EMPLOYEE RETIREMENT PLAN	0.00	98.08	1,287.26	1,189.21	7.62%
110-450-51470 UNEMPLOYMENT INSURANCE	0.00	16.10	344.62	313.22	9.11%
110-450-52000 CONTRACTUAL SERVICES	0.00	0.00	1,821.00	1,365.75	25.00%
110-450-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	240.00	189.00	21.25%
110-450-52410 ELECTRIC	0.00	28.75	1,225.00	274.63	77.58%
110-450-52470 STREET LIGHTING (ELECTRIC AND	0.00	377.13	4,100.00	3,796.37	9.41%
110-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00	0.00	400.00	1,988.90	(397.23%)
110-450-52610 REPAIR AND MAINTENANCE MOTOR	0.00	0.00	1,000.00	450.39	54.96%
110-450-52620 REPAIR AND MAINTENANCE OTHER	0.00	108.03	8,500.00	7,545.77	11.23%
110-450-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	100.00	32.92	67.08%
110-450-53120 SMALL ITEMS OF EQUIPMENT	0.00	6.94	1,300.00	297.71	77.10%
110-450-53310 VEHICLE GAS	0.00	346.73	8,000.00	5,531.98	30.85%
110-450-53420 SIGN PARTS AND SUPPLIES	0.00	0.00	500.00	110.60	77.88%
110-450-55100 LIABILITY INSURANCE	0.00	0.00	4,356.57	5,462.86	(25.39%)
110-450-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	1,865.00	2,160.55	(15.85%)
110-450-59000 CAPITAL OUTLAY	0.00	0.00	46,300.00	46,065.96	0.51%
110-450-59320 DRAINAGE IMPROVEMENT	0.00	0.00	2,000.00	0.00	100.00%
Total STREET Expenditures	0.00	9,441.64	196,844.56	178,796.62	9.17%
BUILDING Expenditures					
110-460-51100 SALARIES	0.00	384.80	7,211.17	5,753.14	20.22%
110-460-51400 EMPLOYER CONTRIBUTIONS	0.00	29.44	551.65	440.14	20.21%
110-460-51470 UNEMPLOYMENT INSURANCE	0.00	3.84	72.14	57.57	20.20%
110-460-52410 ELECTRIC	0.00	2,769.39	33,000.00	30,747.86	6.82%
110-460-52420 WATER	0.00	105.52	2,500.00	2,214.52	11.42%
110-460-52440 GAS	0.00	39.47	500.00	423.68	15.26%
110-460-52450 TELEPHONE AND OTHER	0.00	1,100.08	14,000.00	12,629.79	9.79%
110-460-52600 REPAIR AND MAINTENANCE SERVICES	0.00	2,441.80	14,113.72	15,361.50	(8.84%)
110-460-53200 JANITORIAL SUPPLIES	0.00	0.00	1,400.00	1,524.14	(8.87%)
110-460-53230 LANDSCAPING	0.00	199.81	4,000.00	1,910.75	52.23%
110-460-55100 LIABILITY INSURANCE	0.00	0.00	5,400.32	5,400.32	0.00%
110-460-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	293.00	209.23	28.59%
Total BUILDING Expenditures	0.00	7,074.15	83,042.00	76,672.64	7.67%
Total GENERAL FUND Expenditures	0.00 \$	119,924.20 \$	1,861,169.84 \$\$	1,657,775.07	10.93%

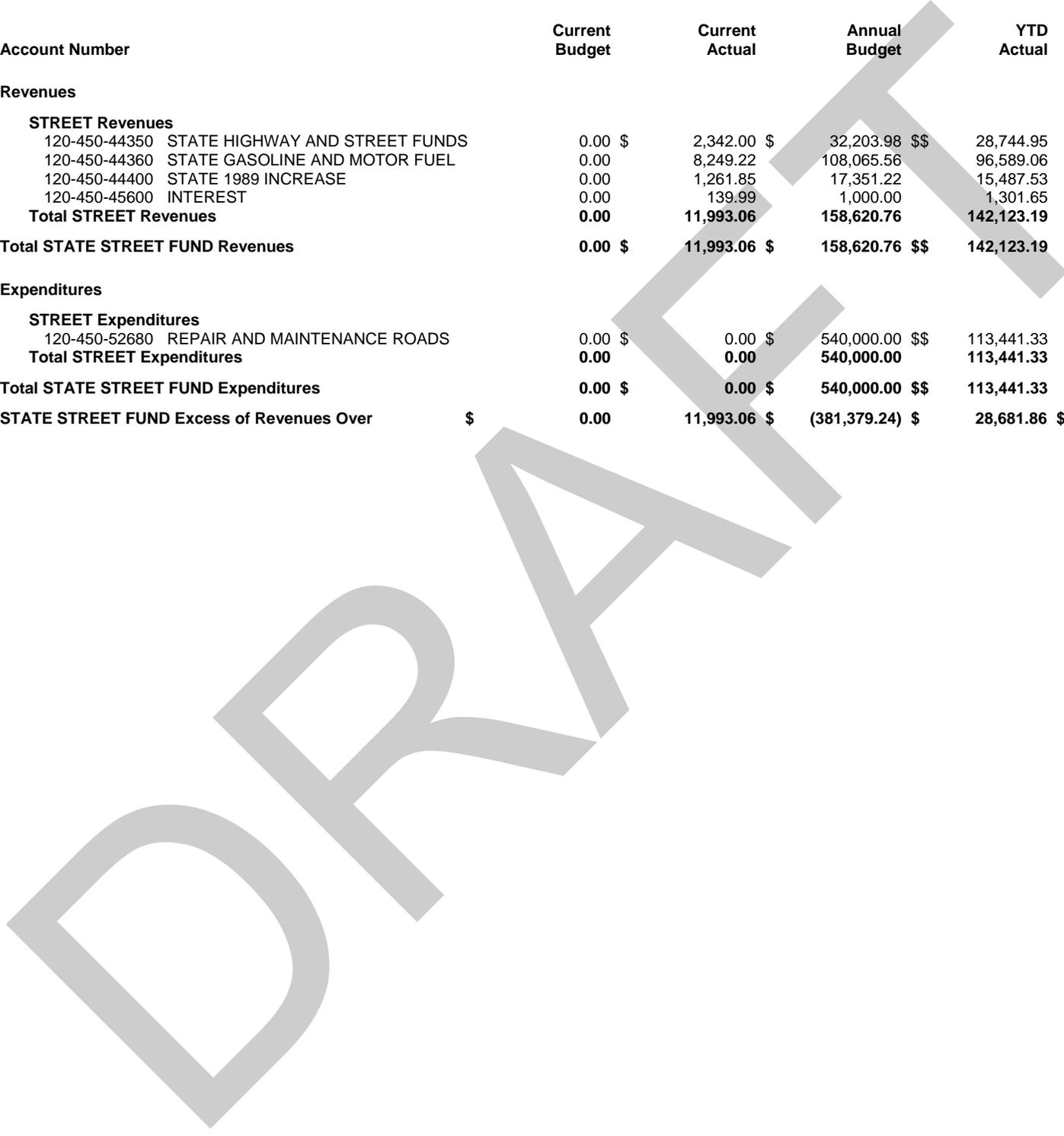
Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
Revised Budget
For GENERAL FUND (110)
For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
GENERAL FUND Excess of Revenues Over Expenditures \$	0.00	85,277.03 \$	375,494.86 \$	630,993.12 \$	(68.04%)

DRAFT

Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
Revised Budget
For STATE STREET FUND (120)
For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
STREET Revenues					
120-450-44350 STATE HIGHWAY AND STREET FUNDS	0.00 \$	2,342.00 \$	32,203.98 \$\$	28,744.95	10.74%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	0.00	8,249.22	108,065.56	96,589.06	10.62%
120-450-44400 STATE 1989 INCREASE	0.00	1,261.85	17,351.22	15,487.53	10.74%
120-450-45600 INTEREST	0.00	139.99	1,000.00	1,301.65	(30.17%)
Total STREET Revenues	0.00	11,993.06	158,620.76	142,123.19	10.40%
Total STATE STREET FUND Revenues	0.00 \$	11,993.06 \$	158,620.76 \$\$	142,123.19	10.40%
Expenditures					
STREET Expenditures					
120-450-52680 REPAIR AND MAINTENANCE ROADS	0.00 \$	0.00 \$	540,000.00 \$\$	113,441.33	78.99%
Total STREET Expenditures	0.00	0.00	540,000.00	113,441.33	78.99%
Total STATE STREET FUND Expenditures	0.00 \$	0.00 \$	540,000.00 \$\$	113,441.33	78.99%
STATE STREET FUND Excess of Revenues Over	\$ 0.00	11,993.06 \$	(381,379.24) \$	28,681.86 \$	107.52%



Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget
 For IMPACT FEE (125)
 For the Fiscal Period 2015-11 Ending May 31, 2015

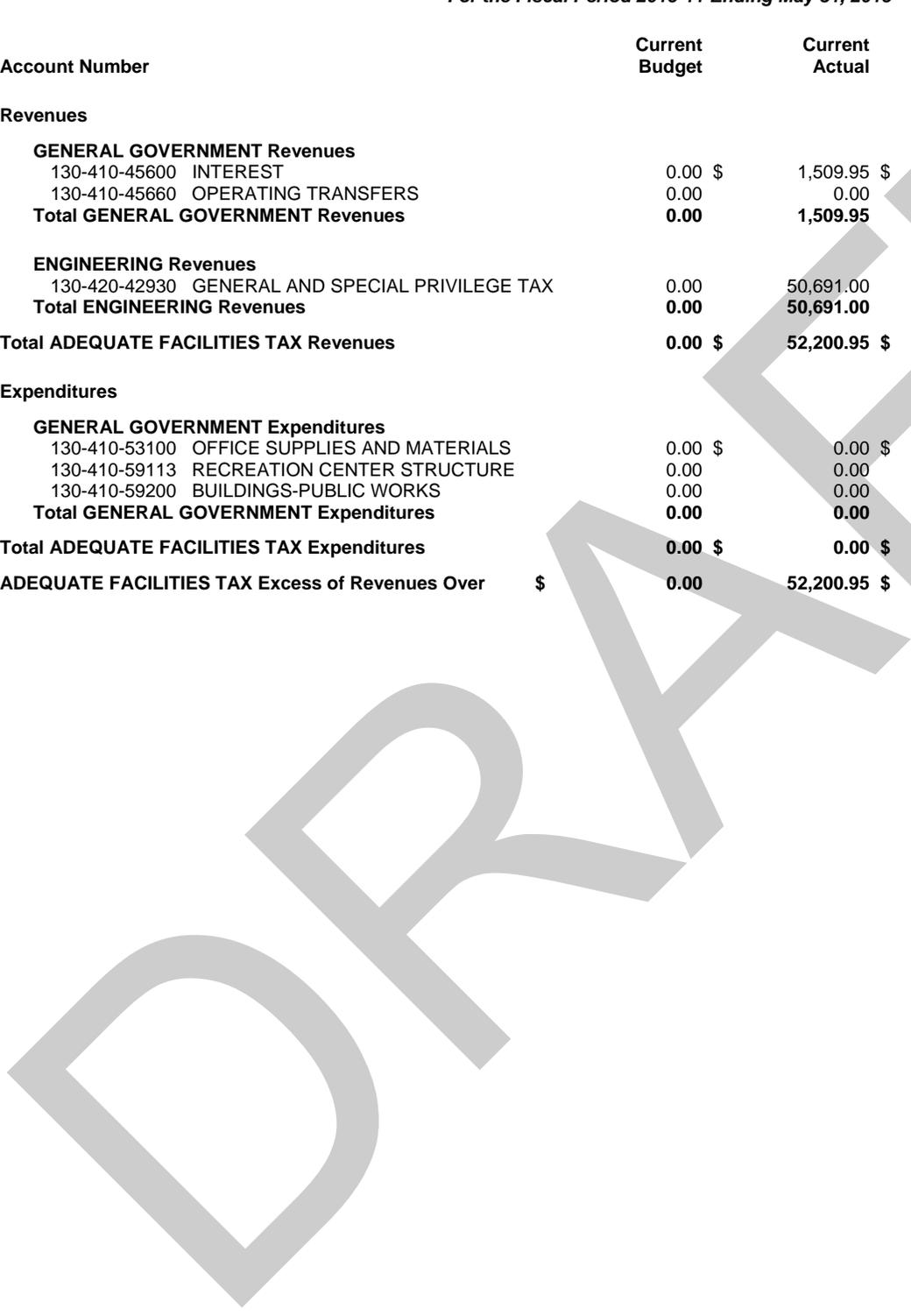
Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
125-410-45600 INTEREST	0.00 \$	2,101.84 \$	10,000.00 \$\$	20,196.56	(101.97%)
Total GENERAL GOVERNMENT Revenues	0.00	2,101.84	10,000.00	20,196.56	(101.97%)
ENGINEERING Revenues					
125-420-44515 IMPACT FEES	0.00	40,167.38	483,990.00	520,713.09	(7.59%)
125-420-44517 IMPACT FEE-25%	0.00	13,286.00	161,330.00	158,483.00	1.76%
125-420-44518 IMPACT FEE 25%-COMMERCIAL	0.00	103.13	0.00	15,087.59	0.00%
Total ENGINEERING Revenues	0.00	53,556.51	645,320.00	694,283.68	(7.59%)
Total IMPACT FEE Revenues	0.00 \$	55,658.35 \$	655,320.00 \$\$	714,480.24	(9.03%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
125-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00 \$	0.00 \$	0.00 \$\$	50.38	0.00%
Total GENERAL GOVERNMENT Expenditures	0.00	0.00	0.00	50.38	0.00%
STREET Expenditures					
125-450-53450 SUNSET ROAD WIDENING	0.00	15,989.52	500,000.00	36,000.83	92.80%
Total STREET Expenditures	0.00	15,989.52	500,000.00	36,000.83	92.80%
Total IMPACT FEE Expenditures	0.00 \$	15,989.52 \$	500,000.00 \$\$	36,051.21	92.79%
IMPACT FEE Excess of Revenues Over Expenditures	\$ 0.00	\$ 39,668.83	\$ 155,320.00	\$ 678,429.03	\$ (336.79%)

Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget
 For DRUG FUND (127)
 For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
127-410-45600 INTEREST	0.00 \$	7.63 \$	75.00 \$\$	74.44	0.75%
127-410-45650 SALE OF TOWN EQUIPMENT	0.00	4,419.00	1,500.00	4,419.00	(194.60%)
Total GENERAL GOVERNMENT Revenues	0.00	4,426.63	1,575.00	4,493.44	(185.30%)
POLICE Revenues					
127-430-46010 DRUG FINES	0.00	181.45	1,800.00	2,281.10	(26.73%)
Total POLICE Revenues	0.00	181.45	1,800.00	2,281.10	(26.73%)
Total DRUG FUND Revenues	0.00 \$	4,608.08 \$	3,375.00 \$\$	6,774.54	(100.73%)
Expenditures					
POLICE Expenditures					
127-430-53260 FIRE ARMS	0.00 \$	0.00 \$	1,800.00 \$\$	1,766.06	1.89%
127-430-53295 ARMORED VESTS	0.00	0.00	2,750.00	1,650.00	40.00%
Total POLICE Expenditures	0.00	0.00	4,550.00	3,416.06	24.92%
Total DRUG FUND Expenditures	0.00 \$	0.00 \$	4,550.00 \$\$	3,416.06	24.92%
DRUG FUND Excess of Revenues Over Expenditures	\$ 0.00	4,608.08 \$	(1,175.00) \$	3,358.48 \$	385.83%

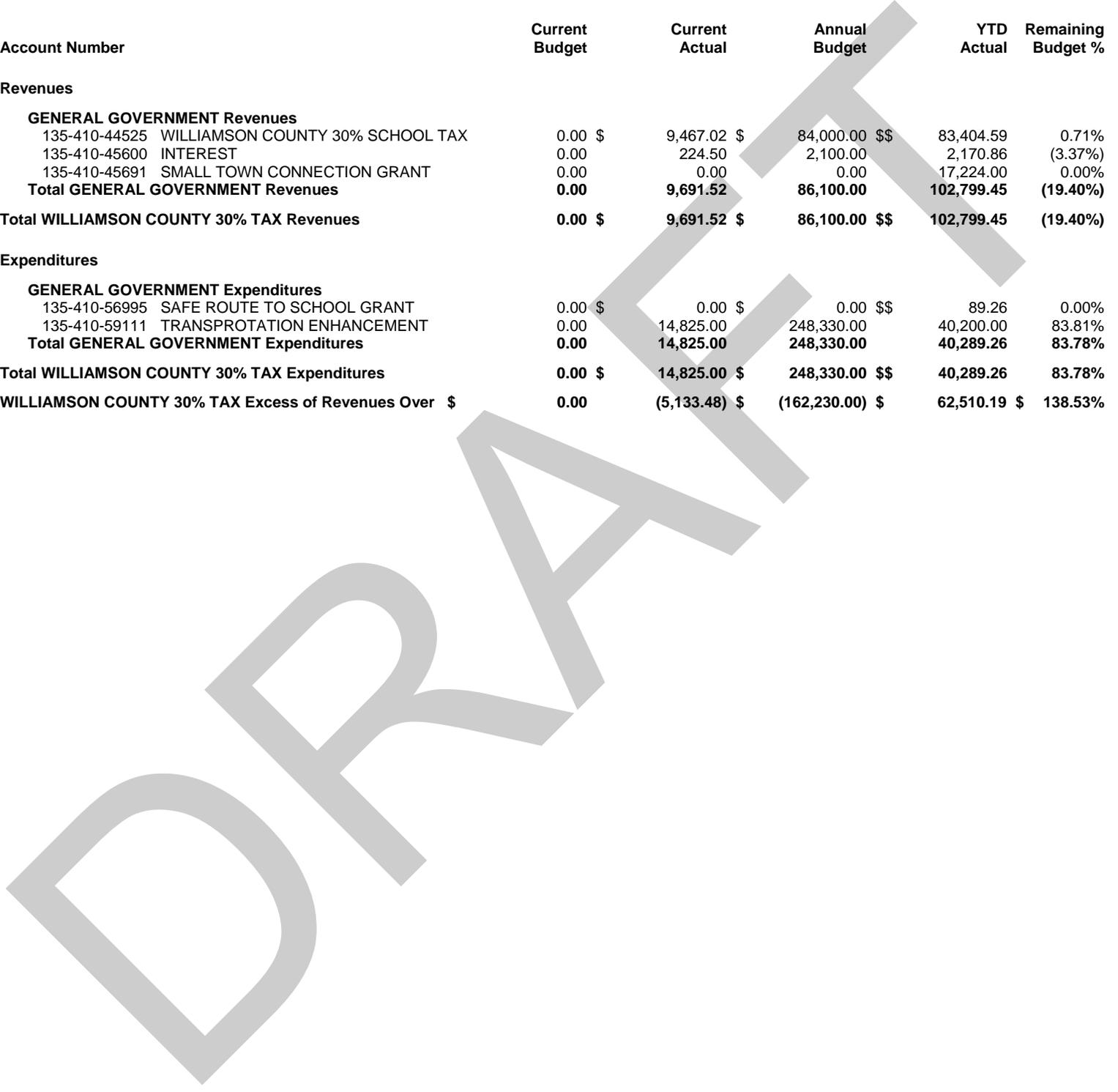
Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
Revised Budget
For ADEQUATE FACILITIES TAX (130)
For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
130-410-45600 INTEREST	0.00 \$	1,509.95 \$	18,000.00 \$\$	15,459.52	14.11%
130-410-45660 OPERATING TRANSFERS	0.00	0.00	0.00	(446,050.00)	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	1,509.95	18,000.00	(430,590.48)	2492.17%
ENGINEERING Revenues					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	0.00	50,691.00	524,960.00	541,251.00	(3.10%)
Total ENGINEERING Revenues	0.00	50,691.00	524,960.00	541,251.00	(3.10%)
Total ADEQUATE FACILITIES TAX Revenues	0.00 \$	52,200.95 \$	542,960.00 \$\$	110,660.52	79.62%
Expenditures					
GENERAL GOVERNMENT Expenditures					
130-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00 \$	0.00 \$	0.00 \$\$	25.19	0.00%
130-410-59113 RECREATION CENTER STRUCTURE	0.00	0.00	0.00	162,500.00	0.00%
130-410-59200 BUILDINGS-PUBLIC WORKS	0.00	0.00	20,000.00	25,077.04	(25.39%)
Total GENERAL GOVERNMENT Expenditures	0.00	0.00	20,000.00	187,602.23	(838.01%)
Total ADEQUATE FACILITIES TAX Expenditures	0.00 \$	0.00 \$	20,000.00 \$\$	187,602.23	(838.01%)
ADEQUATE FACILITIES TAX Excess of Revenues Over	\$ 0.00	52,200.95 \$	522,960.00 \$	(76,941.71) \$	114.71%



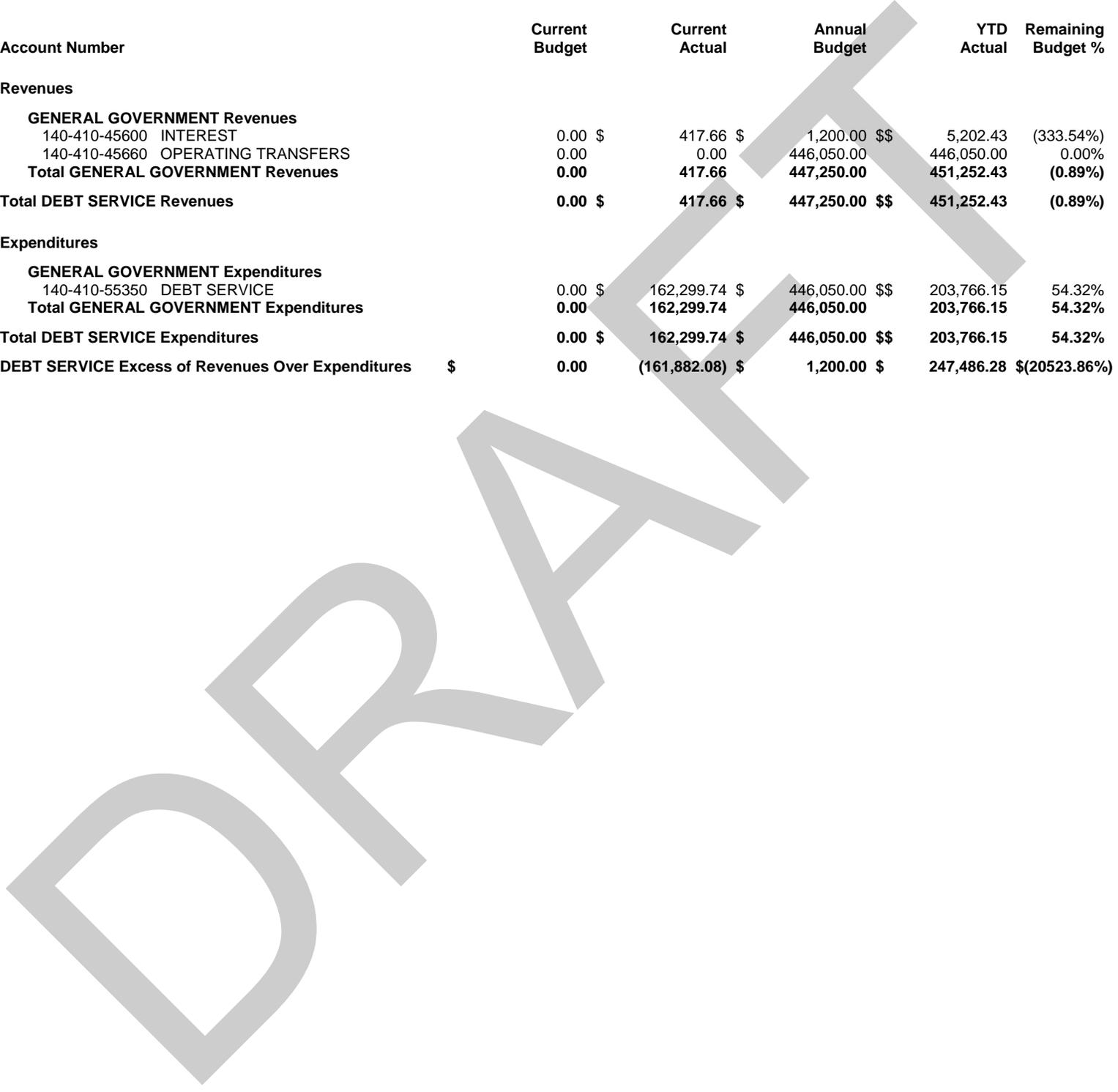
Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
Revised Budget
For WILLIAMSON COUNTY 30% TAX (135)
For the Fiscal Period 2015-11 Ending May 31, 2015

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 \$	9,467.02 \$	84,000.00 \$\$	83,404.59	0.71%
135-410-45600 INTEREST	0.00	224.50	2,100.00	2,170.86	(3.37%)
135-410-45691 SMALL TOWN CONNECTION GRANT	0.00	0.00	0.00	17,224.00	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	9,691.52	86,100.00	102,799.45	(19.40%)
Total WILLIAMSON COUNTY 30% TAX Revenues	0.00 \$	9,691.52 \$	86,100.00 \$\$	102,799.45	(19.40%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
135-410-56995 SAFE ROUTE TO SCHOOL GRANT	0.00 \$	0.00 \$	0.00 \$\$	89.26	0.00%
135-410-59111 TRANSPROTATION ENHANCEMENT	0.00	14,825.00	248,330.00	40,200.00	83.81%
Total GENERAL GOVERNMENT Expenditures	0.00	14,825.00	248,330.00	40,289.26	83.78%
Total WILLIAMSON COUNTY 30% TAX Expenditures	0.00 \$	14,825.00 \$	248,330.00 \$\$	40,289.26	83.78%
WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$	0.00	(5,133.48) \$	(162,230.00) \$	62,510.19 \$	138.53%



Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget
 For DEBT SERVICE (140)
 For the Fiscal Period 2015-11 Ending May 31, 2015

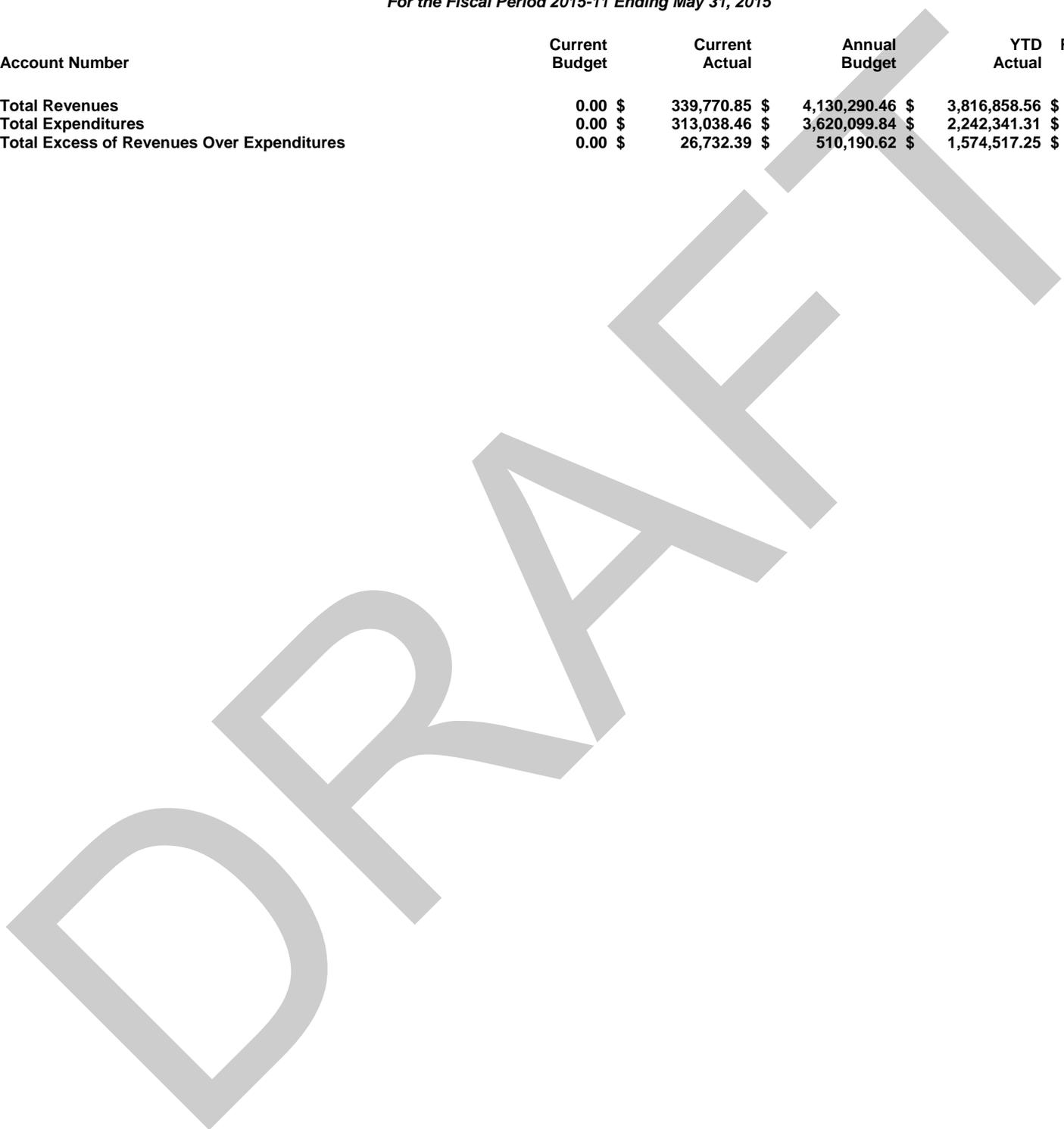
Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
140-410-45600 INTEREST	0.00 \$	417.66 \$	1,200.00 \$\$	5,202.43	(333.54%)
140-410-45660 OPERATING TRANSFERS	0.00	0.00	446,050.00	446,050.00	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	417.66	447,250.00	451,252.43	(0.89%)
Total DEBT SERVICE Revenues	0.00 \$	417.66 \$	447,250.00 \$\$	451,252.43	(0.89%)
Expenditures					
GENERAL GOVERNMENT Expenditures					
140-410-55350 DEBT SERVICE	0.00 \$	162,299.74 \$	446,050.00 \$\$	203,766.15	54.32%
Total GENERAL GOVERNMENT Expenditures	0.00	162,299.74	446,050.00	203,766.15	54.32%
Total DEBT SERVICE Expenditures	0.00 \$	162,299.74 \$	446,050.00 \$\$	203,766.15	54.32%
DEBT SERVICE Excess of Revenues Over Expenditures	\$ 0.00	(161,882.08) \$	1,200.00 \$	247,486.28	\$(20523.86%)



Town of Nolensville
Statement of Revenue and Expenditures 6/26/2015 11:20am
 Revised Budget

For the Fiscal Period 2015-11 Ending May 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	0.00 \$	339,770.85 \$	4,130,290.46 \$	3,816,858.56 \$	7.59%
Total Expenditures	0.00 \$	313,038.46 \$	3,620,099.84 \$	2,242,341.31 \$	38.06%
Total Excess of Revenues Over Expenditures	0.00 \$	26,732.39 \$	510,190.62 \$	1,574,517.25 \$	(208.61%)



ORDINANCE #15-09

AN ORDINANCE TO AMEND TITLE 9 OF THE MUNICIPAL CODE REGULATING THE EXTERNAL PLAYING OF MUSIC BY SOLICITORS WITHIN THE TOWN OF NOLENSVILLE, TENNESSEE

WHEREAS, the Charter of the Town of Nolensville, Tennessee authorizes the Town to pursue the enforcement of certain activities necessary to promote the health, safety and welfare of the inhabitants of the Town of Nolensville; and,

WHEREAS, the Nolensville Municipal Code (NMC) requires peddlers, transient vendors, solicitors, and street barkers to be permitted in accordance with the provisions of Title 9; and,

WHEREAS, the Board of Mayor and Aldermen for the Town of Nolensville wishes to exercise its authority to regulate the external playing of music by solicitors within the Town of Nolensville

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN that Title 9-105 of the NMC is amended as follows:

Section 1: **The section within Title 9-105 currently reads as follows:**

Restrictions on peddlers, street barkers and solicitors. No peddler street barker, solicitor, or solicitor for subscriptions shall:

(4) Call attention to his business or merchandise or to his solicitation efforts by crying out, by blowing a horn, by ringing a bell, or creating other noise, except that the street barker shall be allowed to cry out to call attention to his business or merchandise during recognized parade or festival days of the town.

Shall be amended to read as follows:

Restrictions on peddlers, street barkers transient vendors and solicitors. No peddler street barker, transient vendor , solicitor, or solicitor for subscriptions shall:

(4) Call attention to his business or merchandise or to his solicitation efforts by crying out, by blowing a horn, by ringing a bell, or creating other noise, except that

(a) Street barkers shall be allowed to cry out to call attention to his or her business or merchandise during parade or festival days recognized by the Town.

(b) Transient vendors of food may be allowed to play music not to exceed 75 dB at the Right of Way between 7:00 a.m. and 7:00 p.m. and not to exceed 60 dB between 7:00 p.m. and 7:00 a.m. at the Right of Way, as is to be stated on the Solicitor's Permit application.

(c) Nothing contained in this Ordinance shall be construed to allow a mobile food vendor to be released or excused from compliance with the requirements of Tennessee Code Annotated 55-8-193.

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

Approved by the Board of Mayor and Alderman

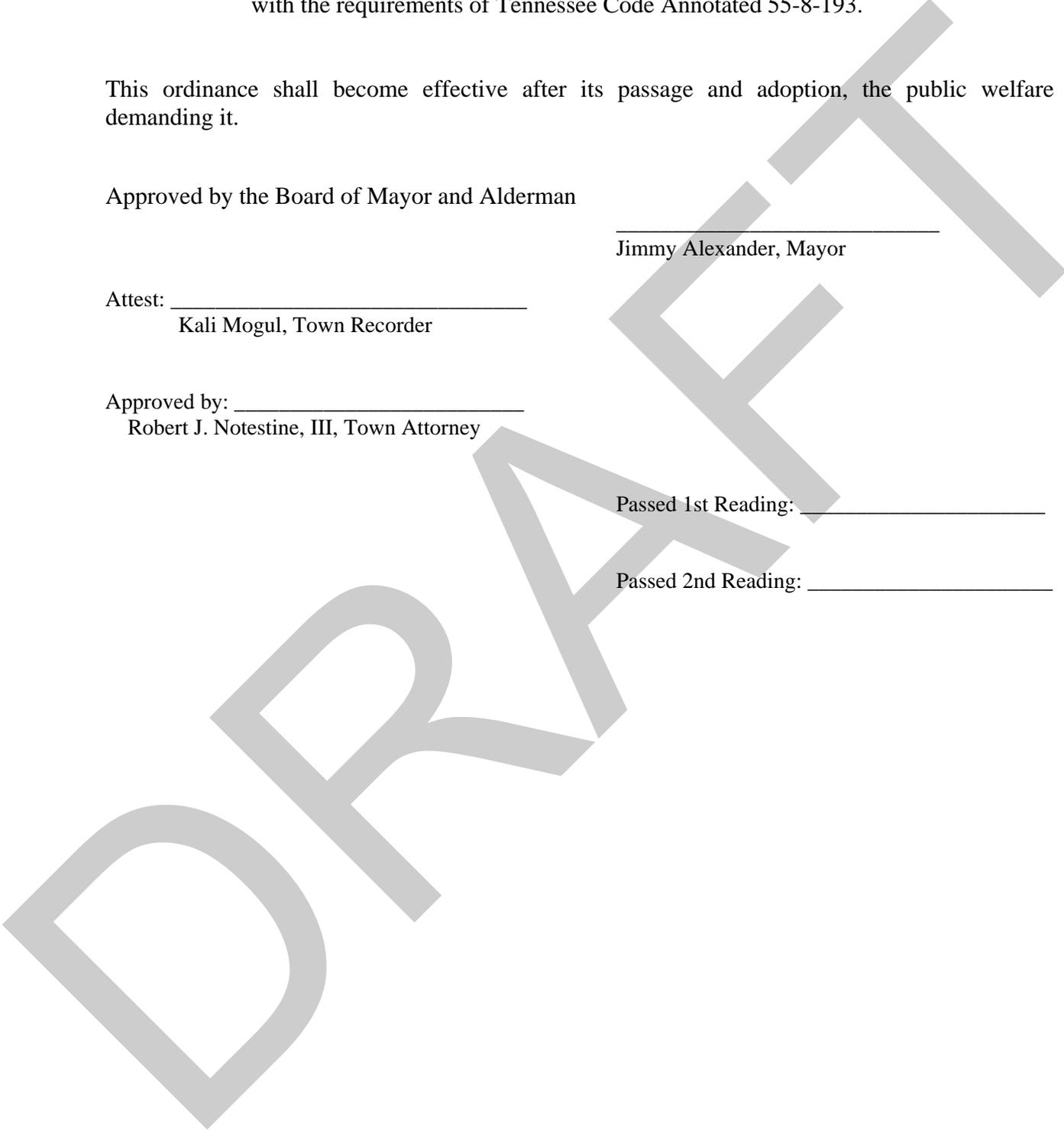
Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

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

Passed 1st Reading: _____

Passed 2nd Reading: _____



Decibel Exposure Time Guidelines

How loud is too loud?

Exposure Time Guidelines

Accepted standards for recommended permissible exposure time for continuous time weighted average noise, according to [NIOSH and CDC, 2002](#). For every 3 dBAs over 85dBA, the permissible exposure time before possible damage can occur is cut in half.

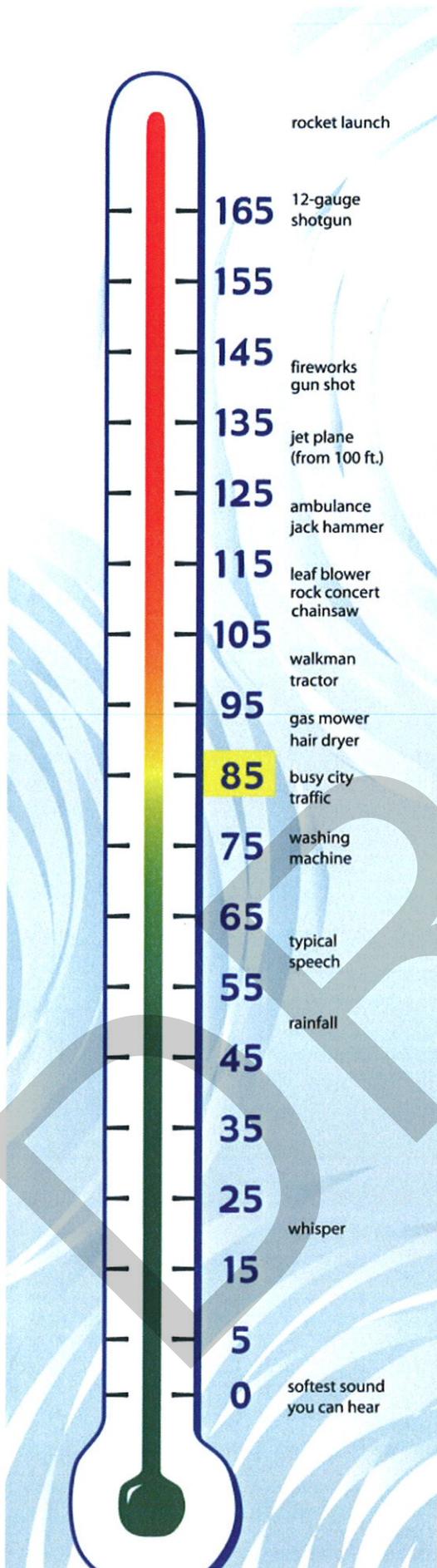
Continuous dB	Permissible Exposure Time
85 dB	8 Hours
88 dB	4 hours
91 dB	2 hours
94 dB	1 hour
97 dB	30 minutes
100 dB	15 minutes
103 dB	7.5 minutes
106 dB	3.75 minutes (< 4 min)
109 dB	1.875 minutes (< 2 min)
112 dB	.9375 min (~ 1 min)
115 dB	.46875 min (~ 30 sec)

The Noise Navigator®: a database of over 1700 noise sources.

Developed by Elliott Berger, MS, Senior Scientist with 3M Occupational Health and Environmental Safety Division.

- Noise Navigator Spreadsheet - http://www.e-a-r.com/pdf/hearingcons/Noise_Nav.xls – see the tabs at the bottom of the page to find sound levels for settings occupational, non-occupational, military, aircraft, etc.
- E.A.R. Hearing Conservation FAQs - http://www.e-a-r.com/hearingconservation/faq_main.cfm (Visit this link for a list of interesting articles and graphics.)

(See item 2 on this list of interesting articles and graphics.)



ORDINANCE #15-10

AN ORDINANCE TO ADOPT A CONCEPT PLAN FOR A PLANNED UNIT DEVELOPMENT AND P.U.D. OVERLAY ZONING KNOWN AS NOLEN ESTATES IN NOLENSVILLE, TENNESSEE

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

WHEREAS, the Nolensville Planning Commission met on Tuesday, June 9, 2015 and approved a recommendation to the Board of Mayor and Aldermen to adopt the Nolen Estates Planned Unit Development located Sam Donald Road, property map 59, parcel 00900; map 59, parcel 00901; and map 59, parcel 00902; and,

WHEREAS, the Board of Mayor and Aldermen held a public hearing on _____, _____, on the proposed P.U.D. Concept Plan; and

WHEREAS, the Board of Mayor and Aldermen must approve the proposal to adopt the master PUD Concept Plan in order to approve PUD Overlay Zoning to the properties included for the project to be implemented;

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

Section 1. The Planned Unit Development Overlay shall be applied to properties known as Nolen Estates PUD Concept Plan, located on Sam Donald Road and identified as follows: property map 59, parcel 00900; map 59, parcel 00901; and map 59, parcel 00902, as shown on the Williamson County, Tennessee, Tax Maps.

Section 2. The concept plan as described to the Nolensville Planning Commission on June 9, 2015, is approved as recommended by the Nolensville Planning Commission and referred to in Exhibit A to the Board of Mayor and Aldermen.

Section 3. Any conditions approved by the Board of Mayor and Aldermen will be attached to this ordinance.

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

Approved by the Board of Mayor and 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: _____

Exhibit A

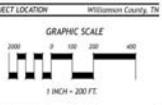


This drawing and/or the design shown are the property of ESP Associates, P.A. The reproduction, alteration, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. ESP Associates, P.A.



Nolen Estates

PUD Concept Plan



PROJECT NUMBER	CH25.100		
DRAWING NAME	CH25 - Nolen Estates - Rezoning Plan.pdf		
DATE	April 7, 2013		
DESIGN BY	AC		
CHECKED BY	MB		
AGENCY / SUBMITAL REVISION			
NO.	DATE	BY	REVISION
1	04-28-13	MB	Revised per Staff Comments dated 4/21/13
2	05-01-13	MB	Revised per Staff Comments & Survey

STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II
- 401(k) -
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT

Town of Nolensville

[Participating Employer]

Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 13th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

RESOLUTION 15-23

Town of Nolensville

WHEREAS, the _____, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan;
and

WHEREAS, the Board of Mayor and Aldermen ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and

contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____

Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Town of Nolensville

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Board of Mayor and Aldermen
PO Box 547
Address: Nolensville, TN 37135
615-776-3633
Phone: _____

Person Authorized to receive Official Notices from the Plan or Administrator:

Ken McLawhon, Town Administrator

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-1657981

(3) DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED
RETIREMENT SYSTEM (“TCRS”)]

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

- 1. This is a new defined contribution plan adopted by the Participating Employer for its Employees effective August 1, 2015 **(insert effective date of this Agreement).**

- 2. This is an amendment to be effective as of _____, _____ to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____ as follows **(please specify type below):**
 - a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
 - b. Other (must specify elective provisions in this Agreement that are being changed):

- 3. This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement).** This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _ or more Hours of Service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below.
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H. below.
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

- vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above.

d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. Employees who have not attained the age of _____ (not to exceed 21).
- ii. Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. Employees who do not satisfy the following eligibility requirements:

e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. any full-time employee, which is an employee who renders _____ or more Hours of service per week, as defined in Section H below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

i. Employees who have not attained the age of _ (not to exceed 21).

ii. Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. The Participating Employer DOES NOT elect automatic enrollment.

2. The Participating Employer DOES elect automatic enrollment, which will be effective on and after _ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. All Employees

ii. All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*
- i. will be treated as a new Employee, or
 - ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

G. SERVICE WITH PREDECESSOR EMPLOYER. *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

- 1. This section is N/A because there are no predecessor employers.
- 2. Service with any predecessor employers will not be counted for any purposes under the Plan.
- 3. Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

H. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING. If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

J. COMPENSATION DEFINITION. Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

K. COMPENSATION COMPUTATION PERIOD. Compensation shall be determined on the basis of the calendar year.

L. FIRST YEAR COMPENSATION. If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

M. EMPLOYMENT COMMENCEMENT DATE. An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

N. MATCHING CONTRIBUTIONS. *(Complete 1 and 2 below.)*

1. **Matching Contributions on Elective Deferrals.** *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. NOT make Matching Contributions on Elective Deferrals.
- b. match _ % of Participant elective deferrals of up to _ % of Compensation.
- c. match _ % of the first \$ _ of Participant elective deferrals.
- d. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement. (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. match _ % of Mandatory Salary Reduction Contributions for the Participant up to _ % of Compensation.
- c. match _ % of the first \$ _ of Mandatory Salary Reduction Contributions for the Participant.
- d. match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. (If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1. 100% vesting immediately.
- 3. 100% vesting after 3 Years of Service.
- 3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)*

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: *(Check and complete one box.)*
 - a. an amount fixed by appropriate action of the Employer.
 - b. % of Compensation of Participants for the Plan Year.
 - c. \$ per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: *(Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)*

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. 100% vesting immediately.
2. 100% vesting after 3 Years of Service.
3. 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

V. FORFEITURES. *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*

1. N/A because all contributions are 100% vested immediately.
2. Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

W. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean age 60.
2. Early Retirement shall mean age 59 ½.
3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.

X. VESTING COMPUTATION PERIOD. A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Y. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.

Z. TRANSFERS. Transfers from plans qualified under Code § 401(a) SHALL BE allowed.

AA. HARDSHIP WITHDRAWALS. The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.

BB. PARTICIPANT LOANS. The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to be made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.

CC. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall NOT accept qualified domestic relations orders as provided in Section 15.02 of the Plan.

DD. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

EE. DEEMED TRADITIONAL IRA. The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

1. IS NOT (if checked continue to II below), or
2. IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

a. Eligible Employee means: (If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):

- i. any full-time employee, which is an employee who renders _ or more Hours of Service per week, as defined in Section H above,
- ii. any part-time employee, which is an employee who is not a full time employee and who renders _ or more Hours of Service per week, as defined in Section H above.
- iii. Any employee who is not covered by Social Security.

b. Contributions: (If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):

- i. The Employer shall make an annual contribution to each Participant's account equal to _ percent of such Participant's Compensation.
- ii. Each Participant is required to make an annual contribution of _ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. (Check box 1 OR box 2.)

This Participating Employer Agreement as adopted:

1. does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)
2. provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: **Complete box i or ii below):**

- i. shall apply only to Employees who become Participants on or after the effective date;
- ii. shall apply to all Employees.

- b. Mandatory Salary Reduction Contributions: **(Complete box i or ii below):**

- i. are
- ii. are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By:

By: _

Title: _

Title: _

Date: _

Date: _

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

Town of Nolensville

Participating Employer Name: _____

Classes of Eligible Employees

Contribution Amount

<u>Classes of Eligible Employees</u>	<u>Contribution Amount</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION
PLAN AND TRUST
- 457(b) -
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT

Town of Nolensville

[Participating Employer]

**Administered by: Treasurer, State of
Tennessee**
502 Deaderick Street, 13th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

RESOLUTION 15-24

Town of Nolensville

WHEREAS, _____, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the **Board of Mayor and Aldermen** ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees

participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By:

Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

TENNESSEE STATE

EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)

PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: Town of Nolensville

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Board of Mayor and Aldermen

Address: PO Box 547 Nolensville, Tennessee 37135

Phone: 615-776-3633

Person Authorized to receive Official Notices from the Plan or Administrator:

Ken McLawhon, Town Administrator

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-1657981

(3) DISCLOSURE OF RETIREMENT PLAN(S) [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM (“TCRS”)]

This Participating Employer does or does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

- 1. This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective August 1, 2015 **(insert effective date of this Agreement).**

- 2. This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows **(please specify type below):**
 - a. This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.

 - b. Other **(must specify elective provisions in this Agreement that are being changed):**

- 3. This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement).** This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement: (Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)**

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below
- ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below
- iii. any seasonal, temporary or similar part-time employee
- iv. any elected or appointed official
- v. any employee in the following class(es) of employees:

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, except as provided in Section F.2.b below.

b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K of this Agreement: (Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)**

- i. any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

ii. any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below

iii. any seasonal, temporary or similar part-time employee

iv. any elected or appointed official

v. any employee in the following class(es) of employees:

vi. any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above, regardless of the employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.)

1. The Participating Employer DOES NOT elect automatic enrollment.

2. The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, _____ as follows:

a. Employees covered under the automatic enrollment are: ***(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)***

i. All Employees.

ii. All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: **(Check one option below.)**

- i. will be treated as a new Employee, or
- ii. will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

G. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

H. COMPENSATION DEFINITION. Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1. SHALL allow the deferral of leave provision described above.
2. SHALL NOT allow the deferral of leave provision described above.

I. MATCHING CONTRIBUTIONS. (Check and complete box 1 OR box 2 OR box 3 OR box 4.) [NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

The Participating Employer shall:

1. NOT make Matching Contributions.
2. match % of Participant elective deferrals of up to % of Compensation.
3. match % of the first \$ of Participant elective deferrals.
4. match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

J. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

K. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)* [NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

1. The Participating Employer shall NOT make Non-Matching Contributions.
2. The Participating Employer shall contribute: (Check and complete one box.)
 - a. an amount fixed by appropriate action of the Employer.
 - b. _____% of Compensation of Participants for the Plan Year.
 - c. \$_____per Participant.
 - d. an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.
 - e. a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

L. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

M. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL NOT BE allowed.

N. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

O. FORFEITURES. Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

P. NORMAL RETIREMENT AGE. Normal Retirement Age shall mean age 70½.

Q. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

R. TRANSFERS. Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS

S. UNFORESEEABLE EMERGENCY WITHDRAWALS. In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.

T. PARTICIPANT LOANS. The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.

U. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall NOT accept qualified domestic relations orders as provided in Section 13.02 of the Plan.

V. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

W. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death.

A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any

appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____
Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System
Date: _____

SCHEDULE 1

TENNESSEE STATE

DEFERRED COMPENSATION PLAN AND TRUST- 457(b)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: Town of Nolensville

Classes of Eligible Employees

Contribution Amount

Classes of Eligible Employees	Contribution Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BBBBBBBB

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

RESOLUTION #15-25

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH BURRIS, THOMSON & ASSOCIATES FOR A WAGE AND SALARY ADMINISTRATION PLAN

WHEREAS, the Town of Nolensville wishes to attract, motivate, and retain high caliber employees; and,

WHEREAS, the development of a wage and salary administration plan will ensure the Town's pay practices are both competitive and within budgetary parameters; and,

WHEREAS, the Town of Nolensville desires to employ a professional firm to conduct a thorough Compensation Study and develop such a plan; and,

WHEREAS, Burris, Thompson, & Associates, was identified as the firm best able and qualified to perform these duties as described in the attached agreement; 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 Burris, Thompson, & Associates to perform professional services with overall payment of \$4,150.00, not to exceed \$5,000.00.

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

RESOLVED this 9th day of July, 2015.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____



Steve Thompson
Vice President, Consulting Services
1101 Woodvale Drive
Nashville, TN 37204-3940
Phone: (615) 500-7931
stevenjthompson@comcast.net

DRAFT June 16, 2015

Ken McLawhon
Town Administrator
Town of Nolensville
7218 Nolensville Rd, PO Box 547
Nolensville, TN 37135

Dear Ken:

As we discussed, Burris, Thompson & Associates is pleased to respond to your request for assistance in developing and implementing an employee wage and salary administration plan for the Town of Nolensville. Accordingly, we propose to perform the Compensation Study services generally outlined below. Some deviation from the proposed action steps may result from further discussion of pay plan objectives with Town management.

We understand that generally the objectives of the compensation plan are:

- Ensure that the Town's pay administration practices are competitive with the market so that the Town can attract and retain individuals with the desired skills and abilities.
- Ensure that the costs of implementing the pay plan as well as its ongoing operation are within Town budgetary parameters.
- Guide supervisors and managers in administering pay in a fair and consistent manner.

Accordingly, Burris, Thompson & Associates will complete the following:

A. Fact Finding

1. Job Analysis Questionnaire

Burris, Thompson & Associates will develop a job content questionnaire to gather information about all Town jobs to facilitate updating job descriptions, job evaluation/classification, and salary survey job matching. We will modify a questionnaire we have used in past engagements to reflect the desired job description format or other specific needs. Typically, the questionnaire solicits information related to job duties, decision-making, education and skill requirements, internal/external contacts, as well as physical job requirements to support ADA, OSHA, and Workers' Compensation compliance.

The questionnaire would be distributed to all employees for them to complete. Upon completion by employees, supervisors would review and approve/supplement questionnaires. All questionnaires would then be forwarded to Burris, Thompson & Associates.

Burris, Thompson & Associates will review all completed questionnaires.

2. Interview Key Employees

Burris, Thompson & Associates will meet with function heads and other key employees as identified by the Town Administrator to ensure that the consultant has a good understanding of how work is organized and the content of Town jobs. Any anticipated changes in organization, staffing, technology or other factors will be explored.

3. Review and Update Town Job Documentation

Burris, Thompson & Associates will review organization charts and existing job descriptions provided by the Town. If needed, based on the job questionnaires and interviews described in section 2 above, Burris, Thompson & Associates will update existing job descriptions (we anticipate that minimal editing will be required). These will be used as the basis for making valid comparisons to market data.

4. Discussions with Town Administrator and Board of Mayor and Aldermen

In order to define how compensation should be positioned relative to the marketplace and other key study parameters, Burris, Thompson & Associates will meet with the Town Administrator and, if desired, the Board of Mayor and Aldermen at the beginning of the study.

B. Compile Comparative Market Data

Burris, Thompson & Associates will compile market data from the following sources for as many jobs currently recognized by the Town as possible.

- **Burris, Thompson & Associates' 2014 Public Sector Salary Survey** – we will work with Town management to identify the specific survey respondents to include as benchmarks for the Town of Nolensville. Town of Nolensville jobs will be matched to survey jobs based on job duties and required qualifications. Data will be projected to July 1, 2015.

If needed, we will solicit data for this survey from those desired benchmark cities that the Town of Nolensville wishes to include but which may not have responded to our original survey request.

- **Economic Research Institute Salary Assessor** – an automated database we subscribe to that contains data for more than 4,000 job titles for many different industries. Since Nolensville competes with general employers for talent for many jobs, we recommend that data representing general employers in the area be included in the analysis.

C. Compare Current Town of Nolensville Salaries to Market

1. Market Rates

For each Town of Nolensville job for which data are available from the sources indicated above, Burris, Thompson & Associates will determine a "Market Rate". The **Market Rate** will be the weighted average of:

- The median salary for the job match from the **public sector** salary survey.
- The median salary for the job match from the **general business** database.

At the discretion of Town management, the analysis may target some point above or below the market median in one or both data sources and the public sector data may be weighted more heavily than the general business data. Note: for the few Town of Nolensville jobs for which no good private sector comparable job exists, the median public sector survey salary will be the Market Rate.

2. Salary Market Index

Burris, Thompson & Associates will calculate a Salary Market Index for each Town of Nolensville employee. The Salary Market Index is the ratio of the employee's current **salary** to the **Market Rate** for the employee's job.

$$\text{Salary Index} = \text{Employee Salary} \div \text{Job Market Rate}$$

Individual and aggregate Salary Index numbers will allow comparison of current Town of Nolensville employee salaries to market practice.

D. Facilitate Town Staff Review of Data

As desired, Burris, Thompson & Associates can present the market data to individual function heads to obtain feedback. We can answer questions about matches of Town of Nolensville jobs to survey database jobs, data trends, and other points of concern. If appropriate, we may revise survey job matches based on feedback.

E. Recommend Pay Structure

Burris, Thompson & Associates will help the Town Administrator identify and evaluate alternative pay plan designs. Based on direction from the Town Administrator, we will develop a pay structure consisting of pay grades and pay steps or ranges. We follow a market based approach – jobs are slotted into pay grades based on their Market Rates. Jobs with similar Market Rates are assigned to the same pay grade.

F. Develop Pay Administration Policy and Implementation Plan

1. Revise/Develop Pay Policy

Burris, Thompson & Associates will work with Town department heads and the Human Resources Director to develop or update the supporting policies and procedures needed to manage and administer pay under the new pay plan. We will present an initial policy draft and submit it for review and discussion with Town staff. Addressed will be pay plan objectives and design, methods for periodically updating the pay structure, starting pay rates, individual employee pay adjustments, procedures for adjustments for promotions and changes in job duties, 'on-call' pay, "comp time", and pay issues related to acting status, disability or other leaves of absence, and light duty job assignments.

2. Implementation Plan

Burris, Thompson & Associates will assist the Town create a plan for implementing the new pay plan. The plan would include proposed effective date of pay changes, communication schedule (see G "Employee Communications" below), and pay change procedures as applicable. We will

determine the potential cost of implementing the pay plan. If deemed to be excessive given current budgetary constraints, we would develop a plan for implementing the proposed increases over a two year period.

G. Employee Communications

Employee communication during the course of the project will be important for general acceptance and understanding of how pay is determined. We will work with the Town to develop the following:

- Initial announcement and overview of the pay study.
- Background and instructions for completing the job questionnaires.
- Explanation of the Compensation study findings and proposed pay plan (probably in a Questions and Answers format).
- Scripts for supervisors to use to explain the pay plan to employees.
- Other communications as needed.

Although we believe that communications concerning pay programs should come mostly from Town management – it is their program not ours – there may be instances in which Burris, Thompson & Associates may appropriately present findings of the Compensation Study and explain the development and implementation of the new pay plan.

We will help Town staff create a communications plan/schedule for implementing the various communications components.

H. Present Final Report

Burris, Thompson & Associates will prepare a final report that includes:

- Explanation of the pay study methodology.
- Market rates for all jobs.
- Comparison of current Town of Nolensville employee salaries to those market rates.
- Assignment of all jobs to pay grades.
- Recommended pay steps or pay ranges for all pay grades.
- Recommended individual employee pay adjustments resulting from implementation of the pay plan and calculation of the total implementation costs.
- Recommended plan implementation schedule.
- Recommended pay policy.
- Pay plan implementation communication materials.

If desired, Burris, Thompson & Associates will present the findings and recommendations to the Board of Mayor and Aldermen.

Timetable

We anticipate that completion of this project will require approximately 60 days, depending upon the timely cooperation of organizations submitting salary survey data (if necessary) and availability of Town of Nolensville staff.

Fee Estimate

Based on the scope of our services outlined above we estimate our fees for the project, including expenses, will be as follows:

Project Activity	Professional Fees
1) Fact finding; administer/review job questionnaires and update job descriptions.	\$ 1,500
2) Compile market data and develop Town of Nolensville market comparisons; facilitate Nolensville staff review.	\$ 1,050
3) Recommend Pay Structure	\$ 600
4) Develop pay policy.	\$ 300
5) Develop cost projections.	\$ 100
6) Develop employee communications.	\$ 200
7) Final report/presentation.	\$ 400
TOTAL (includes all expenses)	\$ 4,150

We anticipate the project will require approximately 40 consulting hours and that our fees will not exceed **\$4,150**. If the scope of the project is significantly increased by the Town of Nolensville from the services outlined above, we will bill additional hours at the rate of \$100 per hour. Such hours would be subject to your approval in advance.

We appreciate the opportunity to work with you on this project. Please call me if you have any questions concerning our proposal.

Your signature below will indicate agreement with the scope of services outlined above and our estimated fees for the project.

Sincerely,

Steven J. Thompson
Vice President

Accepted.

Signature: _____
Town of Nolensville Representative

Title: _____ Date: ___/___/___

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

RESOLUTION #15-26

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH VOLKERT,
INCORPORATED FOR PLANNING SERVICES**

WHEREAS, the Town of Nolensville wishes to identify short-term, mid-term and long-term transportation needs and potential improvements within the Town's Urban Growth Boundary (UGB); and,

WHEREAS, a Major Thoroughfare Plan for the Town of Nolensville was last prepared in August, 2005; and,

WHEREAS, the Town of Nolensville desires to have a professional firm provide planning services to develop a Major Thoroughfare Plan based on existing and projected conditions within the UGB; and,

WHEREAS, Volkert, Incorporated, was identified as the firm best able and qualified to perform these duties as described in the attached agreement; 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 Volkert, Incorporated to perform professional planning services with overall payment not to exceed \$44,500.00.

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

RESOLVED this 9th day of July, 2015.

Jimmy Alexander, Mayor

Passed: _____

Kali Mogul, Town Recorder

ATTACHMENT A

Town of Nolensville Major Thoroughfare Plan Scope of Services

Volkert will provide professional planning services to assist the Town of Nolensville in developing their Major Thoroughfare Plan. The planning process will be coordinated by the Town's Project Manager (to be named by the Town Administrator). It is assumed that all modeling will be handled by the Nashville Area MPO staff through an agreement with the Town of Nolensville. The study area for the project will be the Town of Nolensville Urban Growth Boundary.

Support Services of the Town of Nolensville

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

- ◆ Identify a single individual as the **Town's Project Manager**, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving both Town and Consultant personnel, resources and capabilities.
- ◆ Identify **key contacts** within Town government and at other agencies and organizations for data collection and coordination purposes, and assist in making requests, obtaining necessary data and maps, arranging meetings as needed, and generally involving and making these entities aware of the Major Thoroughfare Plan process.
- ◆ Ensure that **key Town personnel and other officials** will participate as needed in the planning process and be available upon request, through arrangements made by the Town's Project Manager, to provide information, previous plans/studies and referrals and also offer opinions, insights and suggestions that are necessary for development of the plan. The Town will also be responsible for coordinating contacts with and encouraging the involvement of members of relevant Boards and Commissions during the plan development process. Important inputs may include local traffic patterns, high crash locations, access management issues, additional traffic counts that have been collected by the town, etc.
- ◆ Provide and/or make available for the consultant team's use all **available data, inventories, maps, GIS, aerial photographs, previous reports/plans/studies, and other information** that is available in digital or printed format and is pertinent and necessary for development of the plan. Prompt compilation and delivery of such resource materials to the consultant team is an essential prerequisite for initiation of the planning process and timely progress on various initial study tasks.
- ◆ Arrange and provide use of **public meeting facilities** for each scheduled public involvement event and meeting identified in this Scope of Services, including adequate setup for presentations (sound system, screen or white wall, etc.). The Town's support services will include providing public and news media notification of public meetings, mailing/distributing notices and preparing and reproducing handout materials not provided by the consultant team. The consultant team will be responsible for presentations and preparation of necessary handouts or graphic aids for all meetings. The Town will be responsible for inviting members of Town Boards and Commissions and representatives of other key agencies and community organizations to attend public meetings related to the planning process. The Town's Project Manager and other key staff will be present at all public meetings to introduce and assist the consultant team and to help address specific questions.

Major Thoroughfare Plan Scope of Services

A systematic work program of technical analyses and planning will be performed for the development of the Town of Nolensville Major Thoroughfare Plan. The project will be broken into two phases with the first phase consisting of the Existing Conditions Analysis and Future Conditions Analysis and the second phase consisting of the Plan Development and Community Input.

Existing Roadways to be analyzed in the Major Thoroughfare Plan (this assumes that each road listed is included in the MPO travel demand model) include:

- 1) U.S. 31A / Nolensville Road
- 2) Clovercroft Road
- 3) Rocky Fork Road
- 4) Williams Road
- 5) York Road
- 6) Sam Donald Road
- 7) Sunset Road
- 8) Stonebrook Boulevard
- 9) Kidd Road
- 10) Brittain Lane/Maxwell Lane
- 11) Fly Road
- 12) Kidd Road
- 13) Burke Hollow Road
- 14) Sanford Road

Project Management

Task Purpose

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

Task Activities

- ◆ **Project Kick-Off Meeting with Town Staff:** Following receipt of written Notice to Proceed from the Town, Volkert will meet with the Town's Project Manager and other appropriate officials and staff to review the overall scope of services and project schedule and discuss data/information needs and potential sources, related plans and studies, key project contacts for the Town and consultants, Town-Consultant coordination items, and other project logistics and issues. It is essential that the Town and its consultant have a common understanding of the anticipated process, including responsibilities, reporting requirements, important objectives and priorities, key milestones, and deliverables. This meeting will be scheduled to coincide with Volkert's initial efforts for data collection.
- ◆ **Detailed Project Schedule:** Based on initial Town-Consultant coordination and discussion at the Project Kick-Off Meeting, Volkert will prepare a Master Project Schedule. The Master Schedule will identify specific dates for submittal of interim and final deliverables, project meetings and citizen involvement opportunities, and other time-sensitive project activities. Adequate time for client review of draft deliverables will also be reflected in the schedule. Based on this scope of services, a Draft Major Thoroughfare Plan would be prepared within six months from project initiation. The timing of final plan consideration and adoption, as well as interim steps in the planning process, will depend upon interactions with and the decision-making speed of the Town of Nolensville and is not under the complete control of the consultant. Through the monthly progress reporting, Volkert will closely monitor schedule adherence and notify the Town of any unanticipated project delays.

- ◆ **Regular Communications:** Volkert's Project Manager will maintain frequent communication and coordination with the Town's Project Manager by phone and e-mail as appropriate.
- ◆ **Progress Reports:** Volkert will submit monthly progress reports to the Town's Project Manager as part of the monthly invoice. Monthly invoices will be e-mailed directly to the Town's Project Manager, with the associated progress report submitted by the Project Manager.

Task Deliverables

- ◆ Master Project Schedule
- ◆ List of Key Town and Consultant Contacts
- ◆ Detailed Data & Information Needs checklist
- ◆ Progress Reports (monthly)
- ◆ Any handouts or other meeting materials

PHASE ONE

Task 1 – Existing Conditions Analysis

Task Purpose

The purpose of this task is to compile and analyze pertinent existing roadway information.

Task Activities

- ◆ **Analyze Existing Transportation System Capacity:** Volkert will utilize the traffic counts collected by TDOT and the Town of Nolensville to determine the current operational characteristics (Level of Service) of the existing collector and arterial roadways within the study area (Town Limits).

Task Deliverables

- ◆ **Existing Conditions Report:** Volkert will deliver this brief report with appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

Task 2 – Future Conditions Analysis

Task Purpose

The purpose of this task is to analyze the 2040 future conditions for the Town of Nolensville roadway network. This task will be completed utilizing the Nashville Area MPO 2040 Long Range Transportation Plan (LRTP) model outputs (to be provided by the MPO).

Task Activities

- ◆ **Analysis of the E+C Roadway Network:** The E+C network consists of existing collectors and arterials, as well as the roadway improvement projects which had funding for construction as of the LRTP base year. Volkert will utilize the outputs of the E+C model and analyze them to determine which roadways are projected to be deficient by the year 2040.

Task Deliverables

- ◆ **Future Conditions Report:** Volkert will deliver this brief report with appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

DRAFT

PHASE TWO

Task 1 – Plan Development

Task Purpose

Utilizing the results of Phase One, Volkert will formulate the Major Thoroughfare Plan and its recommendations.

Task Activities

- ◆ **Recommended Projects:** Based on the results of the existing and future conditions analyses and the input of local staff, Volkert will develop a list of proposed projects. The list of projects (including new roadways and widening of existing roadways) will be intended to provide adequate traffic operations throughout the Town. The list of projects will include proposed number of lanes, required right of way, planning level cost estimates for each proposed project based on TDOT and the Nashville Area MPO methodologies for estimating project costs, and a project prioritization where the projects are placed into short term, mid term, and long term needs. The prioritization of projects will be based on project demand and feasibility.

Once this initial list of projects is established, Volkert will provide the proposed projects to the MPO so that the MPO can run the model to determine the impacts of the projects. Volkert will then re-analyze the model outputs to determine the proposed projects' effectiveness in improving the transportation system's deficiencies. Once this process is complete, necessary changes will be made to the proposed list of projects and the project list will be finalized.

COMMUNITY INPUT

Task Activities

- ◆ Community input will consist of one (1) public meeting at a location arranged by the Town of Nolensville in open house format. The public meeting will consist of a presentation by Volkert staff regarding the recommended Major Thoroughfare Plan and soliciting comments from the public. The purpose of this meeting is to solicit feedback from the public on the proposed transportation improvements that are the result of the planning process. For this public meeting, Volkert will develop advertisements and handouts for the meeting, as well as the meeting presentation materials. The Town of Nolensville will be responsible for posting all advertisements in appropriate newspapers/publications and on the Town of Nolensville website. The Town of Nolensville will also be responsible for securing the meeting location and making arrangements for appropriate accommodations, including sound equipment, if desired.
- ◆ Volkert will attend two (2) additional meetings with other groups and organizations at the request of the Town of Nolensville. These meetings could include presentations to Town Board of Mayor and Aldermen or Planning Commission.

Task Deliverables

- ◆ Any handouts or other meeting or presentation materials, as needed, for project meetings
- ◆ **Public Involvement Documentation:** At the conclusion of the community outreach activities, this documentation will be prepared to highlight the citizen input opportunities conducted as part of the plan development process and specifically to document the comments and desires articulated.
- ◆ **Plan Development Report:** Volkert will deliver this brief report with appropriate narrative, tables, maps and graphics. The report and any associated map figures or illustrations referenced in the report will be transmitted to the Town electronically for review.

Task 2 – Draft and Final Plan

Task Purpose

The purpose of this task is to refine the Major Thoroughfare Plan document based on the input received in the Community Input task and through staff review, working toward a final plan. Following the incorporation of comments and suggestions, the final plan document will be produced for the Town's use and distribution.

Task Activities

- ◆ **Prepare Draft Plan:** Volkert will compile a draft of the plan document, which reflects the public input and Town's requested and recommended revisions to the plan up to that point in the process. This is the version that will be considered for adoption by the Planning Commission and (if needed) the Board of Mayor and Aldermen.
- ◆ **Produce Final Plan Document:** Following adoption, Volkert will incorporate any final edits to the plan and produce the final plan document for electronic delivery to the Town.

Task Deliverables

- ◆ Draft Plan
- ◆ **Final Adopted Plan Document.** Volkert will produce an electronic copy of the final plan along with all of the associated Microsoft Word, GIS, and other relevant electronic files.

Assumptions

- ◆ MPO will provide all modeling services
- ◆ Town will provide all GIS data
- ◆ Traffic counts will be obtained from TDOT and existing local traffic studies, no traffic counts will be conducted
- ◆ Town will provide roadway typical section requirements
- ◆ Does not include analysis of bicycle or pedestrian facilities
- ◆ Recommended project opinions of probable costs (cost estimates) will be based on TDOT's Long Range Planning cost estimating tool

Compensation

Volkert proposes a lump sum fee for the services as outlined in our project approach of **\$44,500**.

OWNER/CONSULTANT AGREEMENT

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

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

SEE ATTACHMENT A

SECTION II – SPECIAL SERVICES

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

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

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

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

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

SECTION II - METHOD OF PAYMENT

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

The CONSULTANT will perform the Scope of Services for a lump sum fee amount of \$44,500.

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

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

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

SECTION III – MISCELLANEOUS

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

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

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

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

- E. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT’S obligations under this contract, or if the

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

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

G. Successors and Assigns:

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

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

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

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

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

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

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

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

- M. Jurisdiction/Venue: This contract shall be governed by the laws of the State of Tennessee.

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

ATTEST: Town of Nolensville

Title

Title

Federal Employer
ID # (Corporation): _____

ATTEST:

Volkert, Inc.

Title

Title