

**AGENDA**  
**TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN**  
**THURSDAY, MAY 5, 2016, 7:00 P.M.**

1. Call to Order
2. Prayer and Pledge
3. Citizens Input/General Comments
4. Approval of Minutes for Regular Meeting April 7<sup>th</sup>, 2016
5. Treasurer's Report – March, 2016
6. Committee Reports
  - a. Planning Commission
  - b. Engineering Department
  - c. Fire Department
  - d. Police Department Report
  - e. Public Works
  - f. Historic Commission
  - g. Economic Development Committee
  - h. Town Events Committee
  - i. Trees and Trails Committee
7. Public hearing of Ordinance 16-04, an ordinance adopting a budget for fiscal year July 1, 2016 – June 30, 2017 —Mayor Alexander
8. Public hearing of Ordinance 16-05, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property at 7150 Nolensville Road currently Office Industrial (OI) to Commercial Services (CS) with a Commercial Corridor Overlay (CCO)—Mayor Alexander
9. Public hearing of Ordinance 16-06, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone four (4) tracts of property off of Nolensville Road between Sunset Road and Sam Donald Road—Mayor Alexander
10. Public hearing of Ordinance 16-07, an ordinance to enter into a franchise agreement with Comcast of Nashville II, LLC—Mayor Alexander
11. Reading of Resolution 16-13, a resolution to enter into a five-year agreement with Middle Tennessee State University and authorize the use of funds for sound reinforcement services at Nolensville's Star Spangled Celebration —Alderman Snyder
12. Second reading of Ordinance 16-02, an ordinance to approve an addition to Burberry Glen Master Concept P.U.D. Plan in Nolensville, Tennessee and zone property suburban residential with a P.U.D. overlay (SR/P.U.D.)—Mayor Alexander
13. Second reading of Ordinance 16-03, an ordinance to amend budget ordinance 15-06 for fiscal year July 1, 2015 – June 30, 2016—Mayor Alexander
14. First reading of Ordinance 16-08, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property at 7223 Nolensville Road from estate residential (ER) to commercial services (CS) with a commercial corridor overlay (CCO)—Mayor Alexander
15. Reading of Resolution 16-14, a resolution to enter into an agreement with WAKM AM 950 and authorize the use of funds for a fireworks display and radio promotion of Nolensville's Star Spangled Celebration—Alderman Snyder
16. Other
17. Adjourn

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

Mayor Jimmy Alexander opened the meeting at 7:01 p.m. Members present were Mayor Alexander, Aldermen Tommy Dugger, Larry Felts, Jason Patrick and Brian Snyder. Staff present: Administrator Ken McLawhon, Counsel Robert Notestine, Town Engineer Don Swartz, Planner Henry Laird, and Recorder Kali Mogul. There were 22 citizens present.

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

There were no citizen comments.

Next, Mayor Alexander made a motion to approve the minutes from the Board meeting of March 3<sup>rd</sup>, 2016, seconded by Alderman Dugger. The motion passed unanimously.

Mayor Alexander moved to approve the Treasurer's Report through February, 2016. Alderman Patrick seconded, and the report was approved unanimously.

#### COMMITTEE REPORTS:

Town Planner Henry Laird reported for the Planning Commission:

- At the March 8<sup>th</sup> meeting, the Planning Commission considered these items:  
Willis Wells request for rezoning 7150 Nolensville Road from OI to CS with CCO overlay, approved  
Goodall Homes request for four (4) properties to be rezoned—McCord from ER to V;  
Two (2) Taylor/Burns properties from ER to V/HD; and Butner from ER to SR—  
approved  
Catalina, Phase 5 Final Plat, approved  
Summerlyn, Section 2 Final Plat, approved  
Whitney Park, Phase 2 Final Plat, approved

Town Engineer Don Swartz provided updates on the following:

- Pavement restoration and road sealing projects should begin soon now that the weather is warmer.  
Small Town Connections project is moving forward—the Right Of Way purchase has been negotiated, and staff is hoping to proceed with the construction bidding process this summer.  
The Sunset School sidewalk connector is studied by NEPA and stream determination; TDEC will do an independent study, but staff also hopes to start the bidding process this summer as well.

On behalf of the Nolensville Fire Department, Tom Seyfried introduced Mr. Don Joaquin, the new Administrative Captain at the Nolensville Fire Department. He has 17 years of experience with the South Side Chicago Department. Seyfried reported statistics for March.

Police Chief Troy Huffines presented his report on monthly offenses, stop data, and management report for March. There was some discussion regarding the “assigned” and “cleared” cases.

Mr. Bryan Howell gave a brief report for the Public Works Department.

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

Mr. Tyler Thayer represented the Economic Development Committee. He said the Committee will hold a workshop with The Retail Coach in April 18<sup>th</sup> at 3:00 p.m. There will also be an Open House on the same day at 5:30 p.m. for individuals interested in joining the Committee. Town Administrator McLawhon also noted that CGI will be in town to begin working on the Community video project for the website.

Ms. Suzanne Honeycutt reported for the Town Events Committee. The July 4<sup>th</sup> celebration will be held on Saturday July 2<sup>nd</sup> with a rain date of July 3<sup>rd</sup>. The Committee has renamed the event Star Spangled Celebration. She mentioned Goodall Homes and United Communications have also sponsored the event.

On behalf of the Trees for Trails Committee Ms. Kelley Crummitt said the committee members had met to finalize the Town’s master trail plan. There was some discussion on the trail connecting from Nolensville High School to Nolensville Elementary School.

There were two items on the Consent Agenda: Resolution 16-08, a resolution to release Regent Homes, LLC from maintenance bonding and accept the roads and public improvements within Burkitt Village Phase 1 for Maintenance; and Resolution 16-09, a resolution to make applications for Governor’s Highway Safety Grant funding. Mayor Alexander moved to approve the Consent Agenda as presented, seconded by Alderman Snyder. Upon a vote, the Consent Agenda was approved unanimously.

At 7:29 p.m., Mayor Alexander opened a public hearing on Ordinance 16-02, an ordinance to approve the Addition to Burberry Glen Master Concept P.U.D. and zone the property suburban residential with a P.U.D. overlay. With no public comments, Mayor Alexander closed the hearing at 7:29 p.m.

At 7:30 p.m., Mayor Alexander opened a public hearing on Resolution 16-10, a resolution to approve the issuance of bonds for the benefit of AL DP, LLC. With no public comments, Mayor Alexander closed the hearing at 7:30 p.m.

Mr. Pat Alexander, an attorney with Bradley, Arant, Boulton, and Cummings, LLC was invited to address Resolution 16-10. He noted the applicant is requesting to refinance Open Arms Care facilities in Tennessee. State law requires the corporation to seek approval of the refinance by Boards of local jurisdictions where Open Arms Care facilities are operated. Mayor Alexander made a motion to approve Resolution 16-10. Alderman Felts seconded the motion, and Alderman Patrick recused himself from the vote. The resolution passed 4 – 0.

After a short presentation, Mayor Alexander made a motion to approve the first reading of Ordinance 16-03, an ordinance to amend budget ordinance 15-06 for fiscal year July 1, 2015 – June 30, 2016, seconded by Alderman Patrick. When Mayor Alexander called for a vote, the motion passed unanimously.

Town Administrator Ken McLawhon gave an overview presentation on Ordinance 16-04, an ordinance adopting a budget for fiscal year July 1, 2016 – June 30, 2017. Mayor Alexander made a motion to approve Ordinance 16-04, seconded by Alderman Felts, and approval for Ordinance 16-04 passed unanimously on first reading.

Mayor Alexander made a motion to approve Ordinance 16-05, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone property at 7150 Nolensville Road currently Office Industrial (OI) to Commercial Services (CS) with a Commercial Corridor Overlay (CCO). Alderman Snyder seconded the motion, and upon a vote, the motion to approve Ordinance 16-05 passed first reading unanimously.

Mayor Alexander made a motion to approve Ordinance 16-06, an ordinance to amend the zoning map of Nolensville, Tennessee to rezone four (4) tracts of property off of Nolensville Road between Sunset Road and Sam Donald Road. Alderman Dugger seconded the motion, and the approval on first reading passed unanimously.

Mayor Alexander made a motion to approve Ordinance 16-04, with an increase on the franchise fee from 3% to 5%, seconded by Alderman Snyder. The motion to approve Ordinance 16-04, as amended, passed unanimously on first reading.

Mayor Alexander explained that Resolution 16-11 concerns the portion of the Bennett's property that the Town is attempting to purchase for the Town's trail head. After a short discussion, the mayor made a motion to approve the resolution. Alderman Dugger seconded the motion, which passed unanimously.

Mayor Alexander made a motion to approve Resolution 16-12, to enter into an agreement with The Wannabeatles for Fourth of July music entertainment. Alderman Snyder seconded the motion, which passed unanimously.

Alderman Dugger mentioned that the Buttercup Festival would be held April 9<sup>th</sup>. Alderman Felts also mentioned the Lions' Club pancake breakfast was scheduled for April 16<sup>th</sup>. Mayor Alexander said there were 16 residential building permits issued in March.

Mayor Alexander adjourned the meeting at 8:21 p.m.

Respectfully submitted,

Approved,

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Kali Mogul  
Town Recorder

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Jimmy Alexander  
Mayor

**Cash on Hand Report  
As of 3/31/2016**

| Bank Account             | Financial Institution          | Interest Rate                   | Balance        | Fund Total                    |
|--------------------------|--------------------------------|---------------------------------|----------------|-------------------------------|
| <b>General Fund:</b>     |                                |                                 |                |                               |
| Rainy Day Fund           | Peoples State Bank of Commerce | 0.81%                           | \$153,503.05   |                               |
| Legal Fund               | Peoples State Bank of Commerce | 0.81%                           | \$3,335.27     |                               |
| Growth Fund              | Peoples State Bank of Commerce | 0.81%                           | \$87,769.77    |                               |
| Local Investment         | State of Tennessee             | 0.30%                           | \$5,597.90     |                               |
| Checking                 | Peoples State Bank of Commerce | 0.81%                           | \$19,399.93    |                               |
| Savings                  | Peoples State Bank of Commerce | 0.81%                           | \$3,174,563.96 |                               |
|                          |                                | <b>General Fund Total</b>       |                | <b>\$3,444,169.88</b>         |
| <b>Facilities Tax:</b>   |                                |                                 |                |                               |
| Checking                 | Peoples State Bank of Commerce | 0.00%                           | \$495.02       |                               |
| Money Market             | Peoples State Bank of Commerce | 0.85%                           | \$2,526,343.01 |                               |
| Capital Funds            | Peoples State Bank of Commerce | 0.81%                           | \$37,264.09    |                               |
|                          |                                | <b>Facilities Tax Total</b>     |                | <b>\$2,564,102.12</b>         |
| <b>Impact Fee:</b>       |                                |                                 |                |                               |
| Impact Checking          | Peoples State Bank of Commerce | 0.00%                           | \$78.33        |                               |
| Impact Base              | Peoples State Bank of Commerce | 0.81%                           | \$3,645,594.12 |                               |
| Impact 25%               | Peoples State Bank of Commerce | 0.81%                           | \$167,830.03   |                               |
|                          |                                | <b>Impact Fee Total</b>         |                | <b>\$ 3,813,502.48</b>        |
| <b>Drug Fund:</b>        |                                |                                 |                |                               |
| Drug Fund                | Peoples State Bank of Commerce | 0.81%                           | \$14,322.55    |                               |
|                          |                                | <b>Drug Fund Total</b>          |                | <b>\$14,322.55</b>            |
| <b>State Street Aid:</b> |                                |                                 |                |                               |
| Local Investment         | State of Tennessee             | 0.30%                           | \$3,770.30     |                               |
| Checking                 | Peoples State Bank of Commerce | 0.00%                           | \$597.47       |                               |
| Savings                  | Peoples State Bank of Commerce | 0.81%                           | \$376,686.77   |                               |
|                          |                                | <b>State Street Aid Total</b>   |                | <b>\$381,054.54</b>           |
| <b>County School:</b>    |                                |                                 |                |                               |
| County 30%-Checking      | Peoples State Bank of Commerce | 0.00%                           | \$478.56       |                               |
| County 30%-Save          | Peoples State Bank of Commerce | 0.81%                           | \$368,320.45   |                               |
|                          |                                | <b>County School Fund Total</b> |                | <b>\$ 368,799.01</b>          |
| <b>Debt Service:</b>     |                                |                                 |                |                               |
| Debt Service-Checking    | Peoples State Bank of Commerce | 0.00%                           | \$0.00         |                               |
| Debt Service-Save        | Peoples State Bank of Commerce | 0.81%                           | \$951,134.53   |                               |
|                          |                                | <b>Debt Service Fund Total</b>  |                | <b>\$ 951,134.53</b>          |
|                          |                                | <b>Total Cash On Hand</b>       |                | <b><u>\$11,537,085.11</u></b> |

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number                           | Current Budget | Current Actual    | Annual Budget       | YTD Actual          | Remaining Budget % |
|--|----------------|-------------------|---------------------|---------------------|--------------------|
| <b>Revenues</b>                          |                |                   |                     |                     |                    |
| <b>GENERAL GOVERNMENT Revenues</b>       |                |                   |                     |                     |                    |
| 110-410-41000                            | 0.00           | 73,711.70         | 344,922.00          | 363,612.83          | (5.42%)            |
| 110-410-41140                            | 0.00           | 197.04            | 5,000.00            | 2,245.44            | 55.09%             |
| 110-410-42300                            | 0.00           | 35.07             | 500.00              | 255.46              | 48.91%             |
| 110-410-42500                            | 0.00           | 40,380.05         | 391,000.00          | 349,981.51          | 10.49%             |
| 110-410-42540                            | 0.00           | 7,882.70          | 54,000.00           | 50,429.44           | 6.61%              |
| 110-410-42550                            | 0.00           | 7,542.38          | 78,000.00           | 70,353.52           | 9.80%              |
| 110-410-42670                            | 0.00           | 7,680.52          | 55,000.00           | 33,450.92           | 39.18%             |
| 110-410-42680                            | 0.00           | 0.00              | 85,000.00           | 78,026.42           | 8.20%              |
| 110-410-42910                            | 0.00           | 0.00              | 1,300.00            | 1,800.00            | (38.46%)           |
| 110-410-42920                            | 0.00           | 2,150.00          | 6,920.00            | 2,920.00            | 57.80%             |
| 110-410-44310                            | 0.00           | 45,071.82         | 599,168.00          | 464,124.90          | 22.54%             |
| 110-410-44320                            | 0.00           | 0.00              | 50,000.00           | 82,649.05           | (65.30%)           |
| 110-410-44330                            | 0.00           | 0.00              | 3,968.00            | 2,066.47            | 47.92%             |
| 110-410-44340                            | 0.00           | 7,498.97          | 21,600.00           | 21,272.85           | 1.51%              |
| 110-410-44370                            | 0.00           | 1,345.45          | 16,268.80           | 11,760.21           | 27.71%             |
| 110-410-44500                            | 0.00           | 61.17             | 90,867.20           | 47,102.75           | 48.16%             |
| 110-410-44610                            | 0.00           | 48.56             | 75.00               | 166.56              | (122.08%)          |
| 110-410-45600                            | 0.00           | 2,310.64          | 17,000.00           | 18,085.32           | (6.38%)            |
| 110-410-45644                            | 0.00           | 0.00              | 0.00                | 400.00              | 0.00%              |
| 110-410-45670                            | 0.00           | 0.00              | 0.00                | 51.15               | 0.00%              |
| 110-410-45675                            | 0.00           | 2,800.00          | 21,950.00           | 7,800.00            | 64.46%             |
| 110-410-45695                            | 0.00           | 0.00              | 600.00              | 253.58              | 57.74%             |
| <b>Total GENERAL GOVERNMENT Revenues</b> | <b>0.00</b>    | <b>198,716.07</b> | <b>1,843,139.00</b> | <b>1,608,808.38</b> | <b>12.71%</b>      |
| <b>ENGINEERING Revenues</b>              |                |                   |                     |                     |                    |
| 110-420-43010                            | 0.00           | 41,687.80         | 310,430.00          | 329,938.14          | (6.28%)            |
| 110-420-43011                            | 0.00           | 683.38            | 4,000.00            | 5,149.30            | (28.73%)           |
| 110-420-43012                            | 0.00           | 1,100.00          | 3,750.00            | 6,250.00            | (66.67%)           |
| 110-420-43015                            | 0.00           | 25.00             | 100.00              | 6,327.00            | (6227.00%)         |
| 110-420-43030                            | 0.00           | 1,684.00          | 16,465.00           | 16,861.00           | (2.41%)            |
| 110-420-43035                            | 0.00           | 2,400.00          | 18,500.00           | 20,900.00           | (12.97%)           |
| 110-420-43040                            | 0.00           | 2,400.00          | 27,750.00           | 22,800.00           | 17.84%             |
| 110-420-43050                            | 0.00           | 0.00              | 4,000.00            | 1,298.42            | 67.54%             |
| 110-420-43060                            | 0.00           | 1,665.00          | 11,100.00           | 15,674.63           | (41.21%)           |
| 110-420-43080                            | 0.00           | 400.00            | 4,000.00            | 5,350.00            | (33.75%)           |
| 110-420-43090                            | 0.00           | 650.00            | 2,100.00            | 4,500.00            | (114.29%)          |
| 110-420-43095                            | 0.00           | 7,670.00          | 24,696.00           | 28,728.50           | (16.33%)           |
| 110-420-43100                            | 0.00           | 200.00            | 5,400.00            | 3,100.49            | 42.58%             |
| 110-420-43120                            | 0.00           | 175.00            | 250.00              | 625.00              | (150.00%)          |
| 110-420-43130                            | 0.00           | 0.00              | 200.00              | 50.00               | 75.00%             |
| 110-420-44513                            | 0.00           | 1,412.96          | 13,875.00           | 12,764.10           | 8.01%              |
| 110-420-45645                            | 0.00           | 27.00             | 300.00              | 487.00              | (62.33%)           |
| <b>Total ENGINEERING Revenues</b>        | <b>0.00</b>    | <b>62,180.14</b>  | <b>446,916.00</b>   | <b>480,803.58</b>   | <b>(7.58%)</b>     |
| <b>POLICE Revenues</b>                   |                |                   |                     |                     |                    |
| 110-430-45680                            | 0.00           | 0.00              | 116,629.00          | 8,843.63            | 92.42%             |

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number                                | Current Budget | Current Actual       | Annual Budget            | YTD Actual          | Remaining Budget % |
|---|----------------|----------------------|--------------------------|---------------------|--------------------|
| 110-430-46000 OFFICER COURT FEE               | 0.00           | 942.40               | 4,000.00                 | 4,759.69            | (18.99%)           |
| 110-430-47000 COURT COSTS                     | 0.00           | 6,714.05             | 125,000.00               | 95,188.50           | 23.85%             |
| <b>Total POLICE Revenues</b>                  | <b>0.00</b>    | <b>7,656.45</b>      | <b>245,629.00</b>        | <b>108,791.82</b>   | <b>55.71%</b>      |
| <b>Total GENERAL FUND Revenues</b>            | <b>0.00 \$</b> | <b>268,552.66 \$</b> | <b>2,535,684.00 \$\$</b> | <b>2,198,403.78</b> | <b>13.30%</b>      |
| <b>Expenditures</b>                           |                |                      |                          |                     |                    |
| <b>BOMA Expenditures</b>                      |                |                      |                          |                     |                    |
| 110-400-51100 SALARIES                        | 0.00 \$        | 1,500.00 \$          | 18,000.00 \$\$           | 14,750.00           | 18.06%             |
| 110-400-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 114.76               | 1,377.00                 | 1,128.49            | 18.05%             |
| 110-400-52000 CONTRACTUAL SERVICES            | 0.00           | 0.00                 | 1,500.00                 | 1,500.00            | 0.00%              |
| 110-400-52350 MEMBERSHIPS REGISTRATION FEES   | 0.00           | 0.00                 | 5,576.00                 | 5,050.36            | 9.43%              |
| 110-400-52360 PUBLIC RELATIONS/SPECIAL EVENTS | 0.00           | 0.00                 | 3,500.00                 | 5,244.46            | (49.84%)           |
| 110-400-52400 CELLULAR TELEPHONE              | 0.00           | 49.75                | 660.00                   | 467.12              | 29.22%             |
| 110-400-52500 PROFESSIONAL SERVICES           | 0.00           | 0.00                 | 5,200.00                 | 4,900.00            | 5.77%              |
| 110-400-52520 LEGAL SERVICES                  | 0.00           | 2,700.00             | 32,400.00                | 24,300.00           | 25.00%             |
| 110-400-52800 TRAVEL                          | 0.00           | 0.00                 | 1,080.00                 | 993.45              | 8.01%              |
| 110-400-55100 LIABILITY INSURANCE             | 0.00           | 0.00                 | 3,806.00                 | 3,036.91            | 20.21%             |
| 110-400-55150 WORKERS COMPENSATION INSURANCE  | 0.00           | 0.00                 | 166.70                   | 120.03              | 28.00%             |
| 110-400-57300 MTTG GRANT                      | 0.00           | 0.00                 | 1,200.00                 | 0.00                | 100.00%            |
| 110-400-57330 EMPLOYEE APPRECIATION           | 0.00           | 0.00                 | 3,800.00                 | 3,346.94            | 11.92%             |
| 110-400-57710 TREES N TRAILS                  | 0.00           | 0.00                 | 1,000.00                 | 0.00                | 100.00%            |
| 110-400-57720 ECONOMIC DEVELOPMENT            | 0.00           | 10,000.00            | 5,000.00                 | 15,727.00           | (214.54%)          |
| 110-400-57740 TOURISM                         | 0.00           | 0.00                 | 1,000.00                 | 1,000.00            | 0.00%              |
| 110-400-57760 TOWN EVENTS                     | 0.00           | 345.11               | 28,690.00                | 2,743.07            | 90.44%             |
| 110-400-57880 OTHER BOMA/EMPLOYEE SERVICE     | 0.00           | 125.23               | 2,500.00                 | 2,995.03            | (19.80%)           |
| <b>Total BOMA Expenditures</b>                | <b>0.00</b>    | <b>14,834.85</b>     | <b>116,455.70</b>        | <b>87,302.86</b>    | <b>25.03%</b>      |
| <b>GENERAL GOVERNMENT Expenditures</b>        |                |                      |                          |                     |                    |
| 110-410-51100 SALARIES                        | 0.00           | 15,084.75            | 224,593.88               | 146,290.49          | 34.86%             |
| 110-410-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 1,139.27             | 17,181.43                | 10,963.22           | 36.19%             |
| 110-410-51420 HOSPITAL AND HEALTH INSURANCE   | 0.00           | 2,441.02             | 26,853.00                | 21,926.18           | 18.35%             |
| 110-410-51430 EMPLOYEE RETIREMENT PLAN        | 0.00           | 351.76               | 6,520.78                 | 3,414.99            | 47.63%             |
| 110-410-51470 UNEMPLOYMENT INSURANCE          | 0.00           | 9.00                 | 333.00                   | 260.58              | 21.75%             |
| 110-410-52110 POSTAGE BOX RENT ETC            | 0.00           | 234.18               | 1,000.00                 | 784.46              | 21.55%             |
| 110-410-52310 PUBLICATION OF LEGAL NOTICES    | 0.00           | 0.00                 | 1,000.00                 | 361.62              | 63.84%             |
| 110-410-52350 MEMBERSHIPS REGISTRATION FEES   | 0.00           | 333.30               | 3,914.00                 | 3,986.06            | (1.84%)            |
| 110-410-52400 CELLULAR TELEPHONE              | 0.00           | 120.54               | 1,500.00                 | 1,282.89            | 14.47%             |
| 110-410-52500 PROFESSIONAL SERVICES           | 0.00           | 0.00                 | 4,800.00                 | 4,800.00            | 0.00%              |
| 110-410-52600 REPAIR AND MAINTENANCE SERVICES | 0.00           | 47.74                | 1,653.00                 | 2,718.86            | (64.48%)           |
| 110-410-52800 TRAVEL                          | 0.00           | 233.16               | 1,300.00                 | 2,973.62            | (128.74%)          |
| 110-410-53100 OFFICE SUPPLIES AND MATERIALS   | 0.00           | 145.96               | 1,200.00                 | 1,740.91            | (45.08%)           |
| 110-410-55100 LIABILITY INSURANCE             | 0.00           | 0.00                 | 3,796.00                 | 3,036.94            | 20.00%             |
| 110-410-55150 WORKERS COMPENSATION INSURANCE  | 0.00           | 0.00                 | 531.51                   | 933.29              | (75.59%)           |
| 110-410-55510 TRUSTEE FEES                    | 0.00           | 1,478.84             | 10,000.00                | 7,911.35            | 20.89%             |
| 110-410-55900 50% STATE MIXED DRINK TAX       | 0.00           | 0.00                 | 10,800.00                | 6,886.94            | 36.23%             |
| 110-410-57760 TOWN EVENTS                     | 0.00           | 0.00                 | 0.00                     | 2,500.00            | 0.00%              |
| 110-410-57800 MOVING EXPENSES                 | 0.00           | 0.00                 | 0.00                     | 1,283.01            | 0.00%              |

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number                                | Current Budget | Current Actual   | Annual Budget     | YTD Actual        | Remaining Budget % |
|---|----------------|------------------|-------------------|-------------------|--------------------|
| <b>Total GENERAL GOVERNMENT Expenditures</b>  | <b>0.00</b>    | <b>21,619.52</b> | <b>316,976.60</b> | <b>224,055.41</b> | <b>29.31%</b>      |
| <b>COURT Expenditures</b>                     |                |                  |                   |                   |                    |
| 110-415-51100 SALARIES                        | 0.00           | 5,725.90         | 79,537.21         | 55,642.05         | 30.04%             |
| 110-415-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 438.02           | 6,084.60          | 4,256.52          | 30.04%             |
| 110-415-51420 HOSPITAL AND HEALTH INSURANCE   | 0.00           | 713.51           | 8,737.00          | 6,414.09          | 26.59%             |
| 110-415-51430 EMPLOYEE RETIREMENT PLAN        | 0.00           | 73.99            | 965.12            | 764.78            | 20.76%             |
| 110-415-51470 UNEMPLOYMENT INSURANCE          | 0.00           | 32.58            | 180.00            | 147.82            | 17.88%             |
| 110-415-51650 COURT COSTS                     | 0.00           | 0.00             | 297.00            | 0.00              | 100.00%            |
| 110-415-52110 POSTAGE BOX RENT ETC            | 0.00           | 0.00             | 245.00            | 56.67             | 76.87%             |
| 110-415-52350 MEMBERSHIPS REGISTRATION FEES   | 0.00           | 0.00             | 300.00            | 0.00              | 100.00%            |
| 110-415-52600 REPAIR AND MAINTENANCE SERVICES | 0.00           | 97.09            | 2,651.00          | 1,570.33          | 40.76%             |
| 110-415-52800 TRAVEL                          | 0.00           | 0.00             | 1,200.00          | 0.00              | 100.00%            |
| 110-415-53100 OFFICE SUPPLIES AND MATERIALS   | 0.00           | 81.93            | 400.00            | 265.44            | 33.64%             |
| 110-415-55100 LIABILITY INSURANCE             | 0.00           | 0.00             | 3,796.00          | 3,036.94          | 20.00%             |
| 110-415-55150 WORKERS COMPENSATION INSURANCE  | 0.00           | 0.00             | 161.88            | 213.50            | (31.89%)           |
| <b>Total COURT Expenditures</b>               | <b>0.00</b>    | <b>7,163.02</b>  | <b>104,554.81</b> | <b>72,368.14</b>  | <b>30.78%</b>      |
| <b>ENGINEERING Expenditures</b>               |                |                  |                   |                   |                    |
| 110-420-51100 SALARIES                        | 0.00           | 6,327.34         | 87,688.38         | 63,523.40         | 27.56%             |
| 110-420-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 484.04           | 6,708.16          | 4,859.53          | 27.56%             |
| 110-420-51420 HOSPITAL AND HEALTH INSURANCE   | 0.00           | 713.51           | 8,737.00          | 6,414.09          | 26.59%             |
| 110-420-51430 EMPLOYEE RETIREMENT PLAN        | 0.00           | 156.92           | 2,174.67          | 1,591.88          | 26.80%             |
| 110-420-51470 UNEMPLOYMENT INSURANCE          | 0.00           | 0.00             | 90.00             | 90.01             | (0.01%)            |
| 110-420-52110 POSTAGE BOX RENT ETC            | 0.00           | 0.00             | 25.00             | 0.00              | 100.00%            |
| 110-420-52310 PUBLICATION OF LEGAL NOTICES    | 0.00           | 0.00             | 750.00            | 321.20            | 57.17%             |
| 110-420-52350 MEMBERSHIPS REGISTRATION FEES   | 0.00           | 1,326.00         | 655.00            | 1,711.00          | (161.22%)          |
| 110-420-52540 ARCHITECTURAL AND ENGINEERING   | 0.00           | 0.00             | 10,000.00         | 15,190.00         | (51.90%)           |
| 110-420-52600 REPAIR AND MAINTENANCE SERVICES | 0.00           | 90.85            | 1,644.00          | 1,182.73          | 28.06%             |
| 110-420-52800 TRAVEL                          | 0.00           | 0.00             | 100.00            | 0.00              | 100.00%            |
| 110-420-53100 OFFICE SUPPLIES AND MATERIALS   | 0.00           | 0.00             | 250.00            | 180.51            | 27.80%             |
| 110-420-55100 LIABILITY INSURANCE             | 0.00           | 0.00             | 3,776.00          | 3,036.94          | 19.57%             |
| 110-420-55150 WORKERS COMPENSATION INSURANCE  | 0.00           | 0.00             | 655.58            | 514.95            | 21.45%             |
| 110-420-57915 MS4                             | 0.00           | 3,822.00         | 28,640.00         | 18,031.78         | 37.04%             |
| <b>Total ENGINEERING Expenditures</b>         | <b>0.00</b>    | <b>12,920.66</b> | <b>151,893.79</b> | <b>116,648.02</b> | <b>23.20%</b>      |
| <b>PLANNING Expenditures</b>                  |                |                  |                   |                   |                    |
| 110-425-51100 SALARIES                        | 0.00           | 6,528.78         | 90,479.89         | 65,612.80         | 27.48%             |
| 110-425-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 499.46           | 6,921.71          | 5,019.47          | 27.48%             |
| 110-425-51420 HOSPITAL AND HEALTH INSURANCE   | 0.00           | 706.79           | 11,319.00         | 7,756.23          | 31.48%             |
| 110-425-51430 EMPLOYEE RETIREMENT PLAN        | 0.00           | 161.92           | 2,243.90          | 1,641.88          | 26.83%             |
| 110-425-51470 UNEMPLOYMENT INSURANCE          | 0.00           | 0.00             | 117.00            | 116.99            | 0.01%              |
| 110-425-52110 POSTAGE BOX RENT ETC            | 0.00           | 0.00             | 175.00            | 151.17            | 13.62%             |
| 110-425-52310 PUBLICATION OF LEGAL NOTICES    | 0.00           | 0.00             | 600.00            | 303.94            | 49.34%             |
| 110-425-52350 MEMBERSHIPS REGISTRATION FEES   | 0.00           | 0.00             | 1,795.00          | 0.00              | 100.00%            |
| 110-425-52500 PROFESSIONAL SERVICES           | 0.00           | 0.00             | 0.00              | 2,800.00          | 0.00%              |
| 110-425-52540 ARCHITECTURAL AND ENGINEERING   | 0.00           | 1,194.55         | 112,350.00        | 56,193.80         | 49.98%             |
| 110-425-52570 PLANNING AND ZONING SERVICES    | 0.00           | 0.00             | 75.00             | 68.00             | 9.33%              |
| 110-425-52600 REPAIR AND MAINTENANCE SERVICES | 0.00           | 90.86            | 1,469.00          | 1,182.74          | 19.49%             |

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number                                | Current Budget | Current Actual  | Annual Budget     | YTD Actual        | Remaining Budget % |
|---|----------------|-----------------|-------------------|-------------------|--------------------|
| 110-425-52800 TRAVEL                          | 0.00           | 0.00            | 2,000.00          | 0.00              | 100.00%            |
| 110-425-53100 OFFICE SUPPLIES AND MATERIALS   | 0.00           | 10.12           | 1,000.00          | 675.94            | 32.41%             |
| 110-425-55100 LIABILITY INSURANCE             | 0.00           | 0.00            | 2,956.00          | 3,036.94          | (2.74%)            |
| 110-425-55150 WORKERS COMPENSATION INSURANCE  | 0.00           | 0.00            | 598.18            | 530.60            | 11.30%             |
| 110-425-57920 REIMBURSABLE ENGINEER SERVICE   | 0.00           | 47.00           | 300.00            | 553.00            | (84.33%)           |
| <b>Total PLANNING Expenditures</b>            | <b>0.00</b>    | <b>9,239.48</b> | <b>234,399.68</b> | <b>145,643.50</b> | <b>37.87%</b>      |
| <b>CODES Expenditures</b>                     |                |                 |                   |                   |                    |
| 110-428-51100 SALARIES                        | 0.00           | 6,812.80        | 92,981.12         | 70,068.42         | 24.64%             |
| 110-428-51370 CODES UNIFORMS                  | 0.00           | 0.00            | 0.00              | 125.00            | 0.00%              |
| 110-428-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 521.18          | 7,113.06          | 5,360.26          | 24.64%             |
| 110-428-51420 HOSPITAL AND HEALTH INSURANCE   | 0.00           | 1,427.02        | 17,474.20         | 11,439.41         | 34.54%             |
| 110-428-51430 EMPLOYEE RETIREMENT PLAN        | 0.00           | 168.94          | 2,305.93          | 1,732.07          | 24.89%             |
| 110-428-51470 UNEMPLOYMENT INSURANCE          | 0.00           | 24.15           | 180.00            | 195.50            | (8.61%)            |
| 110-428-52110 POSTAGE BOX RENT ETC            | 0.00           | 0.00            | 98.00             | 50.16             | 48.82%             |
| 110-428-52350 MEMBERSHIPS REGISTRATION FEES   | 0.00           | 150.00          | 710.00            | 445.00            | 37.32%             |
| 110-428-52540 ARCHITECTURAL AND ENGINEERING   | 0.00           | 375.00          | 1,800.00          | 2,096.25          | (16.46%)           |
| 110-428-52600 REPAIR AND MAINTENANCE SERVICES | 0.00           | 90.86           | 2,771.00          | 2,057.74          | 25.74%             |
| 110-428-52610 REPAIR AND MAINTENANCE MOTOR    | 0.00           | 0.00            | 580.00            | 114.17            | 80.32%             |
| 110-428-52800 TRAVEL                          | 0.00           | 27.44           | 1,889.00          | 27.44             | 98.55%             |
| 110-428-53100 OFFICE SUPPLIES AND MATERIALS   | 0.00           | 83.15           | 800.00            | 705.39            | 11.83%             |
| 110-428-53310 VEHICLE GAS                     | 0.00           | 71.00           | 1,500.00          | 649.99            | 56.67%             |
| 110-428-55100 LIABILITY INSURANCE             | 0.00           | 0.00            | 4,238.00          | 3,392.24          | 19.96%             |
| 110-428-55150 WORKERS COMPENSATION INSURANCE  | 0.00           | 0.00            | 1,638.36          | 3,577.11          | (118.33%)          |
| <b>Total CODES Expenditures</b>               | <b>0.00</b>    | <b>9,751.54</b> | <b>136,078.67</b> | <b>102,036.15</b> | <b>25.02%</b>      |
| <b>POLICE Expenditures</b>                    |                |                 |                   |                   |                    |
| 110-430-51100 SALARIES                        | 0.00           | 23,604.82       | 424,615.62        | 273,626.11        | 35.56%             |
| 110-430-51130 OVERTIME SALARIES               | 0.00           | 13.17           | 15,000.00         | 3,552.01          | 76.32%             |
| 110-430-51360 POLICE CLOTHING/UNIFORMS        | 0.00           | 180.03          | 7,000.00          | 4,281.09          | 38.84%             |
| 110-430-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 1,806.77        | 32,483.09         | 21,204.18         | 34.72%             |
| 110-430-51420 HOSPITAL AND HEALTH INSURANCE   | 0.00           | 4,971.12        | 83,002.30         | 49,849.92         | 39.94%             |
| 110-430-51430 EMPLOYEE RETIREMENT PLAN        | 0.00           | 585.72          | 10,411.88         | 6,897.13          | 33.76%             |
| 110-430-51470 UNEMPLOYMENT INSURANCE          | 0.00           | 29.70           | 900.00            | 819.15            | 8.98%              |
| 110-430-52000 CONTRACTUAL SERVICES            | 0.00           | 0.00            | 8,000.00          | 6,000.00          | 25.00%             |
| 110-430-52110 POSTAGE BOX RENT ETC            | 0.00           | 2.00            | 150.00            | 52.87             | 64.75%             |
| 110-430-52200 PRINTING/DUPLICATION            | 0.00           | 0.00            | 2,000.00          | 1,903.95          | 4.80%              |
| 110-430-52310 PUBLICATION OF LEGAL NOTICES    | 0.00           | 0.00            | 100.00            | 0.00              | 100.00%            |
| 110-430-52350 MEMBERSHIPS REGISTRATION FEES   | 0.00           | 0.00            | 2,533.00          | 2,338.00          | 7.70%              |
| 110-430-52355 TRAINING AND AMMUNITION         | 0.00           | 973.00          | 28,203.00         | 3,615.78          | 87.18%             |
| 110-430-52360 PUBLIC RELATIONS/SPECIAL EVENTS | 0.00           | 0.00            | 1,150.00          | 830.50            | 27.78%             |
| 110-430-52400 CELLULAR TELEPHONE              | 0.00           | 68.90           | 0.00              | 449.06            | 0.00%              |
| 110-430-52450 TELEPHONE AND OTHER             | 0.00           | 279.45          | 4,039.00          | 3,165.56          | 21.63%             |
| 110-430-52500 PROFESSIONAL SERVICES           | 0.00           | 0.00            | 1,800.00          | 1,630.50          | 9.42%              |
| 110-430-52590 EMERGENCY NOTIFICATION          | 0.00           | 0.00            | 2,000.00          | 1,520.00          | 24.00%             |
| 110-430-52600 REPAIR AND MAINTENANCE SERVICES | 0.00           | 146.42          | 5,759.00          | 3,974.64          | 30.98%             |
| 110-430-52610 REPAIR AND MAINTENANCE MOTOR    | 0.00           | 205.98          | 10,000.00         | 13,185.92         | (31.86%)           |
| 110-430-52800 TRAVEL                          | 0.00           | 0.00            | 300.00            | 1,181.02          | (293.67%)          |
| 110-430-53100 OFFICE SUPPLIES AND MATERIALS   | 0.00           | 207.44          | 1,200.00          | 1,053.42          | 12.22%             |

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number                                | Current Budget | Current Actual   | Annual Budget     | YTD Actual        | Remaining Budget % |
|---|----------------|------------------|-------------------|-------------------|--------------------|
| 110-430-53110 EVIDENCE SUPPLIES & EQUIPMENT   | 0.00           | 337.17           | 500.00            | 435.17            | 12.97%             |
| 110-430-53290 OTHER OPERATING SUPPLIES        | 0.00           | 0.00             | 500.00            | 424.76            | 15.05%             |
| 110-430-53310 VEHICLE GAS                     | 0.00           | 765.78           | 28,000.00         | 11,315.08         | 59.59%             |
| 110-430-55100 LIABILITY INSURANCE             | 0.00           | 0.00             | 21,152.00         | 19,450.16         | 8.05%              |
| 110-430-55150 WORKERS COMPENSATION INSURANCE  | 0.00           | 0.00             | 19,087.97         | 15,229.20         | 20.22%             |
| 110-430-57400 SAFE STREETS GRANT              | 0.00           | 0.00             | 33,270.00         | 0.00              | 100.00%            |
| 110-430-59000 CAPITAL OUTLAY                  | 0.00           | 3,702.05         | 4,000.00          | 6,292.05          | (57.30%)           |
| <b>Total POLICE Expenditures</b>              | <b>0.00</b>    | <b>37,879.52</b> | <b>747,156.86</b> | <b>454,277.23</b> | <b>39.20%</b>      |
| <b>FIRE Expenditures</b>                      |                |                  |                   |                   |                    |
| 110-440-52000 CONTRACTUAL SERVICES            | 0.00           | 11,943.75        | 143,325.00        | 107,493.75        | 25.00%             |
| <b>Total FIRE Expenditures</b>                | <b>0.00</b>    | <b>11,943.75</b> | <b>143,325.00</b> | <b>107,493.75</b> | <b>25.00%</b>      |
| <b>STREET Expenditures</b>                    |                |                  |                   |                   |                    |
| 110-450-51100 SALARIES                        | 0.00           | 8,446.64         | 137,301.37        | 86,443.65         | 37.04%             |
| 110-450-51130 OVERTIME SALARIES               | 0.00           | 0.00             | 600.00            | 167.67            | 72.06%             |
| 110-450-51350 PUBLIC WORKS UNIFORMS           | 0.00           | 0.00             | 400.00            | 8.99              | 97.75%             |
| 110-450-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 646.17           | 10,503.55         | 6,625.84          | 36.92%             |
| 110-450-51420 HOSPITAL AND HEALTH INSURANCE   | 0.00           | 1,427.02         | 17,538.00         | 12,755.16         | 27.27%             |
| 110-450-51430 EMPLOYEE RETIREMENT PLAN        | 0.00           | 177.96           | 1,929.46          | 1,534.42          | 20.47%             |
| 110-450-51470 UNEMPLOYMENT INSURANCE          | 0.00           | 43.33            | 450.00            | 326.38            | 27.47%             |
| 110-450-52000 CONTRACTUAL SERVICES            | 0.00           | 0.00             | 8,368.81          | 8,368.81          | 0.00%              |
| 110-450-52100 COMMUNICATION AND               | 0.00           | 0.00             | 1,439.00          | 0.00              | 100.00%            |
| 110-450-52350 MEMBERSHIPS REGISTRATION FEES   | 0.00           | 0.00             | 870.00            | 269.00            | 69.08%             |
| 110-450-52410 ELECTRIC                        | 0.00           | 32.69            | 2,000.00          | 291.83            | 85.41%             |
| 110-450-52470 STREET LIGHTING (ELECTRIC AND   | 0.00           | 342.55           | 4,200.00          | 3,137.96          | 25.29%             |
| 110-450-52490 SNOW REMOVAL                    | 0.00           | 0.00             | 2,000.00          | 5,436.00          | (171.80%)          |
| 110-450-52500 PROFESSIONAL SERVICES           | 0.00           | 0.00             | 0.00              | 250.00            | 0.00%              |
| 110-450-52600 REPAIR AND MAINTENANCE SERVICES | 0.00           | 44.99            | 1,729.00          | 758.23            | 56.15%             |
| 110-450-52610 REPAIR AND MAINTENANCE MOTOR    | 0.00           | 270.54           | 5,369.00          | 3,822.81          | 28.80%             |
| 110-450-52620 REPAIR AND MAINTENANCE OTHER    | 0.00           | 248.45           | 3,500.00          | 1,747.67          | 50.07%             |
| 110-450-52640 REPAIR AND MAINTENANCE TRAFFIC  | 0.00           | 0.00             | 0.00              | 3.98              | 0.00%              |
| 110-450-52650 REPAIR AND MAINTENANCE          | 0.00           | 0.00             | 2,000.00          | 392.83            | 80.36%             |
| 110-450-52800 TRAVEL                          | 0.00           | 0.00             | 500.00            | 0.00              | 100.00%            |
| 110-450-53100 OFFICE SUPPLIES AND MATERIALS   | 0.00           | 4.58             | 100.00            | 20.56             | 79.44%             |
| 110-450-53120 SMALL ITEMS OF EQUIPMENT        | 0.00           | 93.40            | 2,000.00          | 2,414.94          | (20.75%)           |
| 110-450-53310 VEHICLE GAS                     | 0.00           | 174.73           | 8,000.00          | 3,646.22          | 54.42%             |
| 110-450-53420 SIGN PARTS AND SUPPLIES         | 0.00           | 41.73            | 1,000.00          | 449.26            | 55.07%             |
| 110-450-55100 LIABILITY INSURANCE             | 0.00           | 0.00             | 6,094.00          | 6,313.34          | (3.60%)            |
| 110-450-55150 WORKERS COMPENSATION INSURANCE  | 0.00           | 0.00             | 2,685.56          | 2,473.83          | 7.88%              |
| 110-450-59320 DRAINAGE IMPROVEMENT            | 0.00           | 0.00             | 4,000.00          | 0.00              | 100.00%            |
| <b>Total STREET Expenditures</b>              | <b>0.00</b>    | <b>11,994.78</b> | <b>224,577.75</b> | <b>147,659.38</b> | <b>34.25%</b>      |
| <b>BUILDING Expenditures</b>                  |                |                  |                   |                   |                    |
| 110-460-51100 SALARIES                        | 0.00           | 440.66           | 8,820.75          | 4,173.65          | 52.68%             |
| 110-460-51400 EMPLOYER CONTRIBUTIONS          | 0.00           | 33.71            | 674.79            | 319.27            | 52.69%             |
| 110-460-51470 UNEMPLOYMENT INSURANCE          | 0.00           | 4.41             | 88.21             | 41.75             | 52.67%             |
| 110-460-52410 ELECTRIC                        | 0.00           | 3,041.17         | 35,000.00         | 27,452.14         | 21.57%             |
| 110-460-52420 WATER                           | 0.00           | 111.88           | 2,800.00          | 2,440.73          | 12.83%             |

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For GENERAL FUND (110)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number  | Current Budget | Current Actual       | Annual Budget            | YTD Actual           | Remaining Budget % |
|---|----------------|----------------------|--------------------------|----------------------|--------------------|
| 110-460-52440 GAS   | 0.00           | 31.24                | 500.00                   | 358.47               | 28.31%             |
| 110-460-52450 TELEPHONE AND OTHER                           | 0.00           | 1,119.07             | 14,520.00                | 9,934.60             | 31.58%             |
| 110-460-52600 REPAIR AND MAINTENANCE SERVICES               | 0.00           | 2,207.55             | 14,815.00                | 7,517.05             | 49.26%             |
| 110-460-52650 REPAIR AND MAINTENANCE                        | 0.00           | 0.00                 | 3,900.00                 | 3,197.87             | 18.00%             |
| 110-460-53200 JANITORIAL SUPPLIES                           | 0.00           | 62.10                | 6,250.00                 | 4,661.20             | 25.42%             |
| 110-460-53230 LANDSCAPING                                   | 0.00           | 0.00                 | 4,000.00                 | 517.17               | 87.07%             |
| 110-460-55100 LIABILITY INSURANCE                           | 0.00           | 0.00                 | 6,574.00                 | 5,868.59             | 10.73%             |
| 110-460-55150 WORKERS COMPENSATION INSURANCE                | 0.00           | 0.00                 | 411.66                   | 344.49               | 16.32%             |
| 110-460-59000 CAPITAL OUTLAY                                | 0.00           | 0.00                 | 12,500.00                | 6,579.00             | 47.37%             |
| <b>Total BUILDING Expenditures</b>                          | <b>0.00</b>    | <b>7,051.79</b>      | <b>110,854.41</b>        | <b>73,405.98</b>     | <b>33.78%</b>      |
| <b>Total GENERAL FUND Expenditures</b>                      | <b>0.00 \$</b> | <b>144,398.91 \$</b> | <b>2,286,273.27 \$\$</b> | <b>1,530,890.42</b>  | <b>33.04%</b>      |
| <b>GENERAL FUND Excess of Revenues Over Expenditures \$</b> | <b>0.00</b>    | <b>124,153.75 \$</b> | <b>249,410.73 \$</b>     | <b>667,513.36 \$</b> | <b>(167.64%)</b>   |

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**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For STATE STREET FUND (120)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

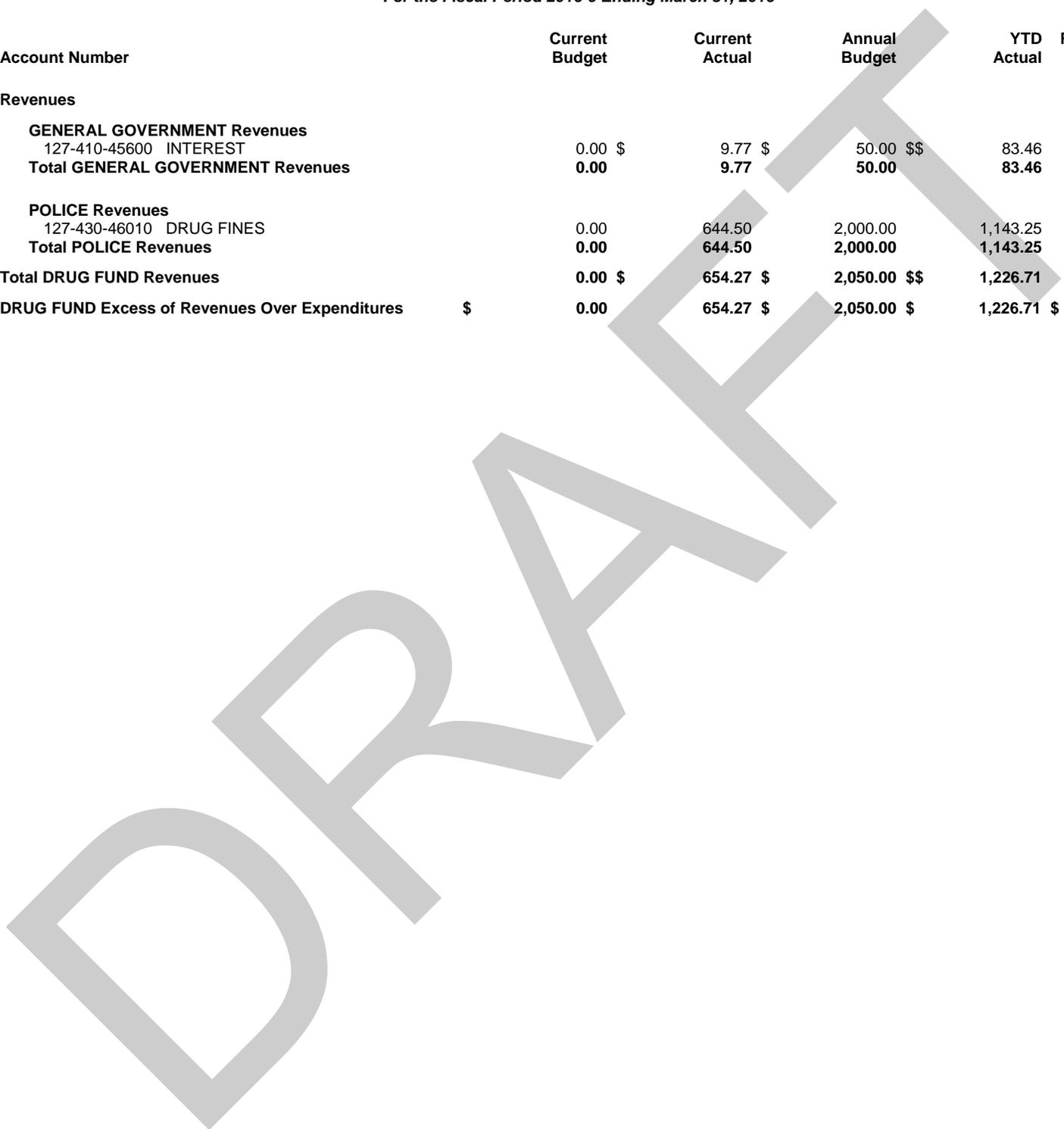
| Account Number                                   | Current Budget | Current Actual      | Annual Budget          | YTD Actual           | Remaining Budget % |
|--|----------------|---------------------|------------------------|----------------------|--------------------|
| <b>Revenues</b>                                  |                |                     |                        |                      |                    |
| <b>STREET Revenues</b>                           |                |                     |                        |                      |                    |
| 120-450-44350 STATE HIGHWAY AND STREET FUNDS     | 0.00 \$        | 3,744.22 \$         | 43,806.72 \$\$         | 32,738.40            | 25.27%             |
| 120-450-44360 STATE GASOLINE AND MOTOR FUEL      | 0.00           | 12,021.25           | 143,800.32             | 109,515.20           | 23.84%             |
| 120-450-44400 STATE 1989 INCREASE                | 0.00           | 2,017.35            | 20,712.96              | 17,639.16            | 14.84%             |
| 120-450-45600 INTEREST                           | 0.00           | 256.01              | 0.00                   | 1,819.40             | 0.00%              |
| <b>Total STREET Revenues</b>                     | <b>0.00</b>    | <b>18,038.83</b>    | <b>208,320.00</b>      | <b>161,712.16</b>    | <b>22.37%</b>      |
| <b>Total STATE STREET FUND Revenues</b>          | <b>0.00 \$</b> | <b>18,038.83 \$</b> | <b>208,320.00 \$\$</b> | <b>161,712.16</b>    | <b>22.37%</b>      |
| <b>Expenditures</b>                              |                |                     |                        |                      |                    |
| <b>STREET Expenditures</b>                       |                |                     |                        |                      |                    |
| 120-450-52600 REPAIR AND MAINTENANCE SERVICES    | 0.00 \$        | 0.00 \$             | 0.00 \$\$              | 2,100.00             | 0.00%              |
| 120-450-52680 REPAIR AND MAINTENANCE ROADS       | 0.00           | 5,570.50            | 300,000.00             | 21,741.93            | 92.75%             |
| <b>Total STREET Expenditures</b>                 | <b>0.00</b>    | <b>5,570.50</b>     | <b>300,000.00</b>      | <b>23,841.93</b>     | <b>92.05%</b>      |
| <b>Total STATE STREET FUND Expenditures</b>      | <b>0.00 \$</b> | <b>5,570.50 \$</b>  | <b>300,000.00 \$\$</b> | <b>23,841.93</b>     | <b>92.05%</b>      |
| <b>STATE STREET FUND Excess of Revenues Over</b> | <b>\$ 0.00</b> | <b>12,468.33 \$</b> | <b>(91,680.00) \$</b>  | <b>137,870.23 \$</b> | <b>250.38%</b>     |

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For IMPACT FEE (125)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number   | Current Budget | Current Actual      | Annual Budget          | YTD Actual           | Remaining Budget % |
|--|----------------|---------------------|------------------------|----------------------|--------------------|
| <b>Revenues</b>  |                |                     |                        |                      |                    |
| <b>GENERAL GOVERNMENT Revenues</b>                     |                |                     |                        |                      |                    |
| 125-410-45600 INTEREST                                 | 0.00 \$        | 2,605.27 \$         | 10,000.00 \$\$         | 21,417.30            | (114.17%)          |
| <b>Total GENERAL GOVERNMENT Revenues</b>               | <b>0.00</b>    | <b>2,605.27</b>     | <b>10,000.00</b>       | <b>21,417.30</b>     | <b>(114.17%)</b>   |
| <b>ENGINEERING Revenues</b>                            |                |                     |                        |                      |                    |
| 125-420-44515 IMPACT FEES                              | 0.00           | 52,986.00           | 526,695.00             | 481,501.16           | 8.58%              |
| 125-420-44517 IMPACT FEE-25%                           | 0.00           | 15,184.00           | 175,565.00             | 154,687.00           | 11.89%             |
| 125-420-44518 IMPACT FEE 25%-COMMERCIAL                | 0.00           | 2,478.00            | 0.00                   | 5,813.48             | 0.00%              |
| <b>Total ENGINEERING Revenues</b>                      | <b>0.00</b>    | <b>70,648.00</b>    | <b>702,260.00</b>      | <b>642,001.64</b>    | <b>8.58%</b>       |
| <b>Total IMPACT FEE Revenues</b>                       | <b>0.00 \$</b> | <b>73,253.27 \$</b> | <b>712,260.00 \$\$</b> | <b>663,418.94</b>    | <b>6.86%</b>       |
| <b>Expenditures</b>                                    |                |                     |                        |                      |                    |
| <b>STREET Expenditures</b>                             |                |                     |                        |                      |                    |
| 125-450-53450 SUNSET ROAD WIDENING                     | 0.00 \$        | 0.00 \$             | 145,750.00 \$\$        | 46,713.01            | 67.95%             |
| <b>Total STREET Expenditures</b>                       | <b>0.00</b>    | <b>0.00</b>         | <b>145,750.00</b>      | <b>46,713.01</b>     | <b>67.95%</b>      |
| <b>Total IMPACT FEE Expenditures</b>                   | <b>0.00 \$</b> | <b>0.00 \$</b>      | <b>145,750.00 \$\$</b> | <b>46,713.01</b>     | <b>67.95%</b>      |
| <b>IMPACT FEE Excess of Revenues Over Expenditures</b> | <b>\$ 0.00</b> | <b>73,253.27 \$</b> | <b>566,510.00 \$</b>   | <b>616,705.93 \$</b> | <b>(8.86%)</b>     |

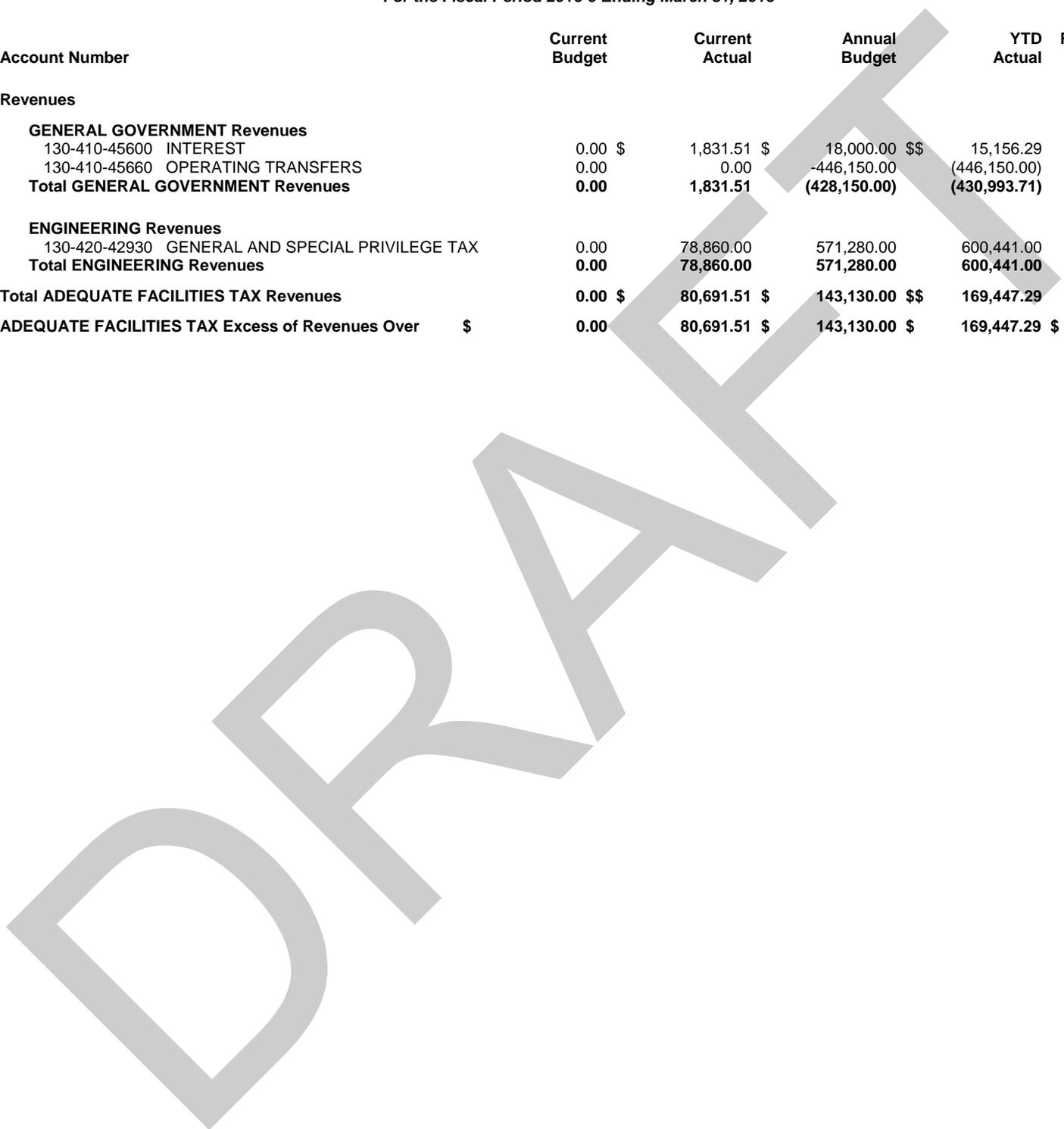
**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For DRUG FUND (127)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number  | Current Budget | Current Actual   | Annual Budget        | YTD Actual         | Remaining Budget % |
|---|----------------|------------------|----------------------|--------------------|--------------------|
| <b>Revenues</b>                                       |                |                  |                      |                    |                    |
| <b>GENERAL GOVERNMENT Revenues</b>                    |                |                  |                      |                    |                    |
| 127-410-45600 INTEREST                                | 0.00 \$        | 9.77 \$          | 50.00 \$\$           | 83.46              | (66.92%)           |
| <b>Total GENERAL GOVERNMENT Revenues</b>              | <b>0.00</b>    | <b>9.77</b>      | <b>50.00</b>         | <b>83.46</b>       | <b>(66.92%)</b>    |
| <b>POLICE Revenues</b>                                |                |                  |                      |                    |                    |
| 127-430-46010 DRUG FINES                              | 0.00           | 644.50           | 2,000.00             | 1,143.25           | 42.84%             |
| <b>Total POLICE Revenues</b>                          | <b>0.00</b>    | <b>644.50</b>    | <b>2,000.00</b>      | <b>1,143.25</b>    | <b>42.84%</b>      |
| <b>Total DRUG FUND Revenues</b>                       | <b>0.00 \$</b> | <b>654.27 \$</b> | <b>2,050.00 \$\$</b> | <b>1,226.71</b>    | <b>40.16%</b>      |
| <b>DRUG FUND Excess of Revenues Over Expenditures</b> | <b>\$ 0.00</b> | <b>\$ 654.27</b> | <b>\$ 2,050.00</b>   | <b>\$ 1,226.71</b> | <b>40.16%</b>      |



**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
*Revised Budget*  
**For ADEQUATE FACILITIES TAX (130)**  
**For the Fiscal Period 2016-9 Ending March 31, 2016**

| Account Number  | Current Budget | Current Actual      | Annual Budget          | YTD Actual           | Remaining Budget % |
|---|----------------|---------------------|------------------------|----------------------|--------------------|
| <b>Revenues</b>   |                |                     |                        |                      |                    |
| <b>GENERAL GOVERNMENT Revenues</b>                        |                |                     |                        |                      |                    |
| 130-410-45600 INTEREST                                    | 0.00 \$        | 1,831.51 \$         | 18,000.00 \$\$         | 15,156.29            | 15.80%             |
| 130-410-45660 OPERATING TRANSFERS                         | 0.00           | 0.00                | -446,150.00            | (446,150.00)         | 0.00%              |
| <b>Total GENERAL GOVERNMENT Revenues</b>                  | <b>0.00</b>    | <b>1,831.51</b>     | <b>(428,150.00)</b>    | <b>(430,993.71)</b>  | <b>(0.66%)</b>     |
| <b>ENGINEERING Revenues</b>                               |                |                     |                        |                      |                    |
| 130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX           | 0.00           | 78,860.00           | 571,280.00             | 600,441.00           | (5.10%)            |
| <b>Total ENGINEERING Revenues</b>                         | <b>0.00</b>    | <b>78,860.00</b>    | <b>571,280.00</b>      | <b>600,441.00</b>    | <b>(5.10%)</b>     |
| <b>Total ADEQUATE FACILITIES TAX Revenues</b>             | <b>0.00 \$</b> | <b>80,691.51 \$</b> | <b>143,130.00 \$\$</b> | <b>169,447.29</b>    | <b>(18.39%)</b>    |
| <b>ADEQUATE FACILITIES TAX Excess of Revenues Over \$</b> | <b>0.00</b>    | <b>80,691.51 \$</b> | <b>143,130.00 \$</b>   | <b>169,447.29 \$</b> | <b>(18.39%)</b>    |



**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For WILLIAMSON COUNTY 30% TAX (135)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number  | Current Budget | Current Actual     | Annual Budget            | YTD Actual          | Remaining Budget % |
|---|----------------|--------------------|--------------------------|---------------------|--------------------|
| <b>Revenues</b>   |                |                    |                          |                     |                    |
| <b>GENERAL GOVERNMENT Revenues</b>                          |                |                    |                          |                     |                    |
| 135-410-44525 WILLIAMSON COUNTY 30% SCHOOL TAX              | 0.00 \$        | 7,623.16 \$        | 86,400.00 \$\$           | 85,621.52           | 0.90%              |
| 135-410-45600 INTEREST                                      | 0.00           | 251.15             | 1,000.00                 | 2,128.41            | (112.84%)          |
| 135-410-45691 SMALL TOWN CONNECTION GRANT                   | 0.00           | 0.00               | 909,600.00               | 0.00                | 100.00%            |
| 135-410-45692 SRTS GRANT                                    | 0.00           | 0.00               | 215,160.00               | 0.00                | 100.00%            |
| <b>Total GENERAL GOVERNMENT Revenues</b>                    | <b>0.00</b>    | <b>7,874.31</b>    | <b>1,212,160.00</b>      | <b>87,749.93</b>    | <b>92.76%</b>      |
| <b>Total WILLIAMSON COUNTY 30% TAX Revenues</b>             | <b>0.00 \$</b> | <b>7,874.31 \$</b> | <b>1,212,160.00 \$\$</b> | <b>87,749.93</b>    | <b>92.76%</b>      |
| <b>Expenditures</b>   |                |                    |                          |                     |                    |
| <b>GENERAL GOVERNMENT Expenditures</b>                      |                |                    |                          |                     |                    |
| 135-410-56995 SAFE ROUTE TO SCHOOL GRANT                    | 0.00 \$        | 0.00 \$            | 215,160.00 \$\$          | 3,757.18            | 98.25%             |
| 135-410-59111 TRANSPROTATION ENHANCEMENT                    | 0.00           | 5,120.00           | 1,137,000.00             | 41,490.00           | 96.35%             |
| <b>Total GENERAL GOVERNMENT Expenditures</b>                | <b>0.00</b>    | <b>5,120.00</b>    | <b>1,352,160.00</b>      | <b>45,247.18</b>    | <b>96.65%</b>      |
| <b>Total WILLIAMSON COUNTY 30% TAX Expenditures</b>         | <b>0.00 \$</b> | <b>5,120.00 \$</b> | <b>1,352,160.00 \$\$</b> | <b>45,247.18</b>    | <b>96.65%</b>      |
| <b>WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$</b> | <b>0.00</b>    | <b>2,754.31 \$</b> | <b>(140,000.00) \$</b>   | <b>42,502.75 \$</b> | <b>130.36%</b>     |

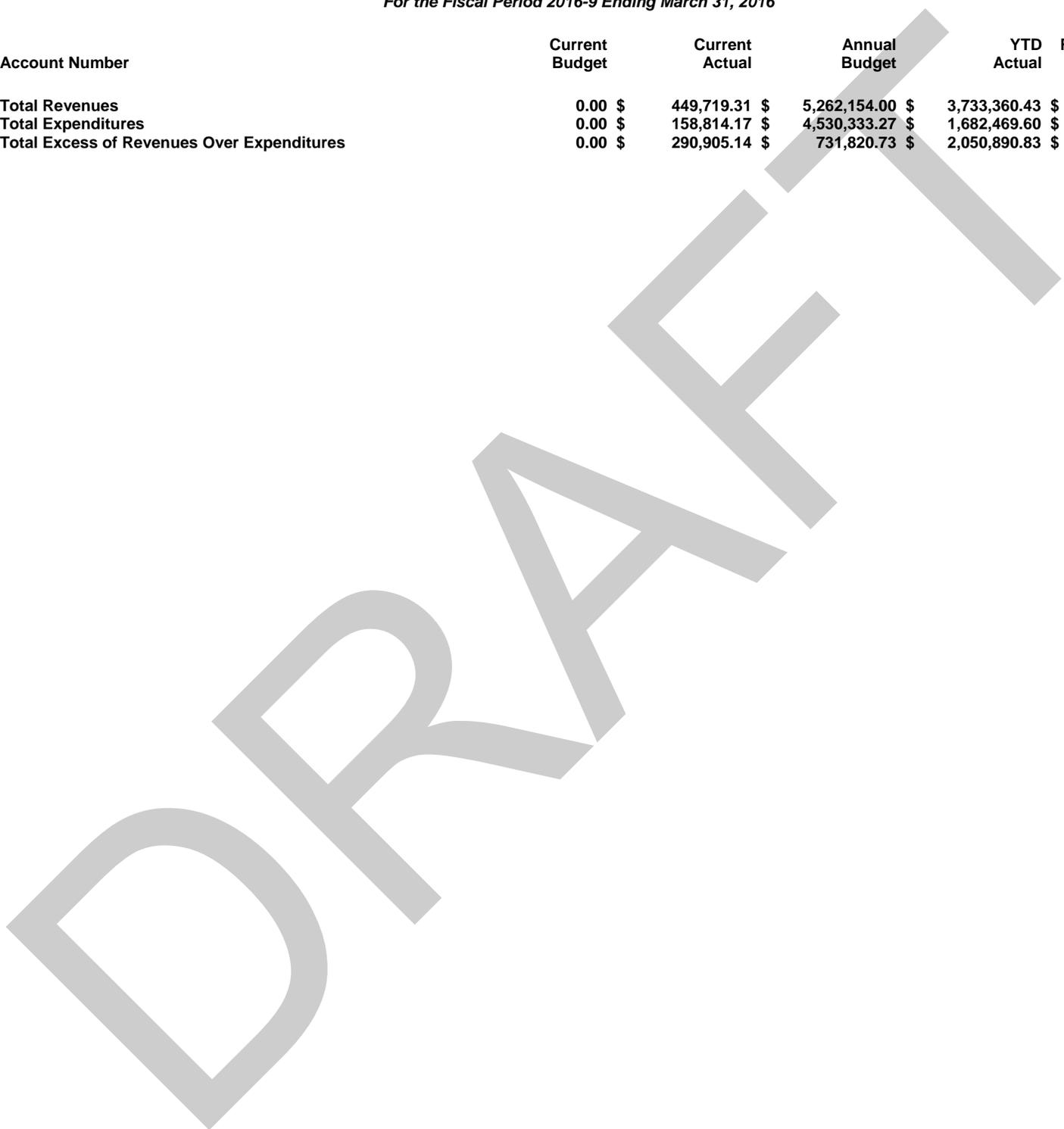
**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget  
 For DEBT SERVICE (140)  
 For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number   | Current Budget | Current Actual       | Annual Budget          | YTD Actual        | Remaining Budget %   |
|--|----------------|----------------------|------------------------|-------------------|----------------------|
| <b>Revenues</b>  |                |                      |                        |                   |                      |
| <b>GENERAL GOVERNMENT Revenues</b>                       |                |                      |                        |                   |                      |
| 140-410-45600 INTEREST                                   | 0.00 \$        | 654.46 \$            | 2,400.00 \$\$          | 5,251.62          | (118.82%)            |
| 140-410-45660 OPERATING TRANSFERS                        | 0.00           | 0.00                 | 446,150.00             | 446,150.00        | 0.00%                |
| <b>Total GENERAL GOVERNMENT Revenues</b>                 | <b>0.00</b>    | <b>654.46</b>        | <b>448,550.00</b>      | <b>451,401.62</b> | <b>(0.64%)</b>       |
| <b>Total DEBT SERVICE Revenues</b>                       | <b>0.00 \$</b> | <b>654.46 \$</b>     | <b>448,550.00 \$\$</b> | <b>451,401.62</b> | <b>(0.64%)</b>       |
| <b>Expenditures</b>                                      |                |                      |                        |                   |                      |
| <b>GENERAL GOVERNMENT Expenditures</b>                   |                |                      |                        |                   |                      |
| 140-410-55350 DEBT SERVICE                               | 0.00 \$        | 3,724.76 \$          | 446,150.00 \$\$        | 35,777.06         | 91.98%               |
| <b>Total GENERAL GOVERNMENT Expenditures</b>             | <b>0.00</b>    | <b>3,724.76</b>      | <b>446,150.00</b>      | <b>35,777.06</b>  | <b>91.98%</b>        |
| <b>Total DEBT SERVICE Expenditures</b>                   | <b>0.00 \$</b> | <b>3,724.76 \$</b>   | <b>446,150.00 \$\$</b> | <b>35,777.06</b>  | <b>91.98%</b>        |
| <b>DEBT SERVICE Excess of Revenues Over Expenditures</b> | <b>\$ 0.00</b> | <b>(3,070.30) \$</b> | <b>2,400.00 \$</b>     | <b>415,624.56</b> | <b>\$(17217.69%)</b> |

**Town of Nolensville**  
**Statement of Revenue and Expenditures** 4/12/2016 1:17pm  
 Revised Budget

For the Fiscal Period 2016-9 Ending March 31, 2016

| Account Number                             | Current<br>Budget | Current<br>Actual | Annual<br>Budget | YTD<br>Actual   | Remaining<br>Budget % |
|--|-------------------|-------------------|------------------|-----------------|-----------------------|
| Total Revenues                             | 0.00 \$           | 449,719.31 \$     | 5,262,154.00 \$  | 3,733,360.43 \$ | 29.05%                |
| Total Expenditures                         | 0.00 \$           | 158,814.17 \$     | 4,530,333.27 \$  | 1,682,469.60 \$ | 62.86%                |
| Total Excess of Revenues Over Expenditures | 0.00 \$           | 290,905.14 \$     | 731,820.73 \$    | 2,050,890.83 \$ | (180.24%)             |



**ORDINANCE NO. 16-04**

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

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

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

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

**GENERAL FUND**

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

**STATE STREET AID**

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

**IMPACT FEE FUND**

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

**DRUG FUND**

|  |          |                 |
|--|----------|-----------------|
| Fines                                    | \$1,000  |                 |
| Other Revenue                            | \$0      |                 |
| Fund Balance                             | \$14,171 |                 |
| <b>Total Available Funds - Drug Fund</b> |          | <b>\$15,171</b> |

**FACILITIES TAX FUND**

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

**FACILITIES SCHOOL TAX FUND**

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

**Total All Funds**

**\$17,110,137**

**SECTION 3.** Appropriations for said budget are as follows:

**GENERAL FUND**

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

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

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

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

\_\_\_\_\_  
Kali Mogul, Town Recorder

Approved by Legal Counsel:

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

Passed 1st Reading: \_\_\_\_\_

Passed 2nd Reading: \_\_\_\_\_

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

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

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

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

| 110 GENERAL FUND EXPENDITURES       | 2014-2015 Actual | 2015-2016 Estimated | 2016-2017 Proposed |
|-------------------------------------|------------------|---------------------|--------------------|
| <b>GENERAL GOVERNMENT</b>           |                  |                     |                    |
| <b>ADMINISTRATION</b>               |                  |                     |                    |
| Personnel Costs                     | \$134,622        | \$210,000           | \$211,490          |
| Payroll Taxes                       | 10,521           | 16,065              | 16,179             |
| Employee Benefits                   | 27,366           | 34,706              | 36,849             |
| Contractual Services                | 0                |                     |                    |
| Supplies                            | 0                | 2,000               | 2,000              |
| Election                            | 0                |                     |                    |
| Rent                                | 0                | 0                   |                    |
| Utilities                           | 0                |                     |                    |
| Professional Services               | 22,933           | 16,083              | 14,800             |
| Repair and Maintenance Services     | 1,867            | 3,000               | 3,095              |
| Office Expense                      | 8,547            | 3,650               | 3,820              |
| Memberships, Dues and Subscriptions | 2,589            | 5,500               | 3,636              |
| Travel                              | 1,024            | 4,000               | 2,650              |
| Insurance                           | 3,082            | 3,970               | 4,406              |
| Town Events                         | 0                | 0                   |                    |
| Miscellaneous                       | 1,266            | 10,800              | 10,800             |
| <b>Subtotal</b>                     | <b>\$213,817</b> | <b>\$309,774</b>    | <b>\$309,725</b>   |
| Capital Outlay                      | 0                | 0                   | 0                  |
| Debt Service                        | 0                |                     |                    |
| <b>Total Administration</b>         | <b>\$213,817</b> | <b>\$309,774</b>    | <b>\$309,725</b>   |
| <b>COURT</b>                        |                  |                     |                    |
| Personnel Costs                     | \$64,274         | \$79,537            | \$71,365           |
| Payroll Taxes                       | 4,917            | 6,085               | 5,459              |
| Employee Benefits                   | 9,638            | 9,720               | 9,774              |
| Professional Services               |                  | 172                 | 0                  |
| Memberships, Dues and Subscriptions |                  |                     | 350                |
| Repair and Maintenance Services     | 2,612            | 2,651               | 3,335              |
| Supplies                            | 660              | 450                 | 645                |
| Travel                              |                  | 0                   | 250                |
| Insurance                           | 2,866            | 3,251               | 3,576              |
| <b>Subtotal</b>                     | <b>\$84,967</b>  | <b>101,866</b>      | <b>94,754</b>      |
| Capital Outlay                      | 0                |                     | 0                  |
| <b>Total Court</b>                  | <b>\$84,967</b>  | <b>\$101,866</b>    | <b>\$94,754</b>    |
| <b>BOMA</b>                         |                  |                     |                    |
| Personnel Costs                     | \$15,725         | \$19,250            | \$21,000           |
| Payroll Taxes                       | 1,203            | 1,473               | 1,607              |
| Contractual Services                | 1,500            | 37,228              | 11,300             |
| Election Costs                      | 578              | 0                   | 1,000              |
| Memberships, Dues and Subscriptions |                  | 6,271               | 5,793              |
| Professional Services               | 66,088           | 37,600              | 41,975             |
| Office Expense                      | 800              | 660                 | 660                |
| Town Events                         | 27,966           | 28,690              | 32,022             |
| Travel                              |                  | 2,000               | 1,500              |
| Insurance                           | 2,875            | 3,157               | 3,473              |
| Miscellaneous                       | 31,262           | 15,400              | 22,900             |
| <b>Subtotal</b>                     | <b>\$147,997</b> | <b>151,729</b>      | <b>143,230</b>     |
| Capital Outlay                      |                  |                     |                    |
| <b>Total BOMA</b>                   | <b>\$147,997</b> | <b>\$151,729</b>    | <b>\$143,230</b>   |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORDINANCE #16-05**

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

**WHEREAS**, Article 9, section 9.1.2 of the Zoning Ordinance of the Town of Nolensville provides the authority for the Board of Mayor and Alderman to review and amend the zoning map; and,

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

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

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

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

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

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

Approved by the Board of Mayor and Aldermen

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

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

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

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Kali Mogul, Town Recorder

---

Jimmy Alexander, Mayor

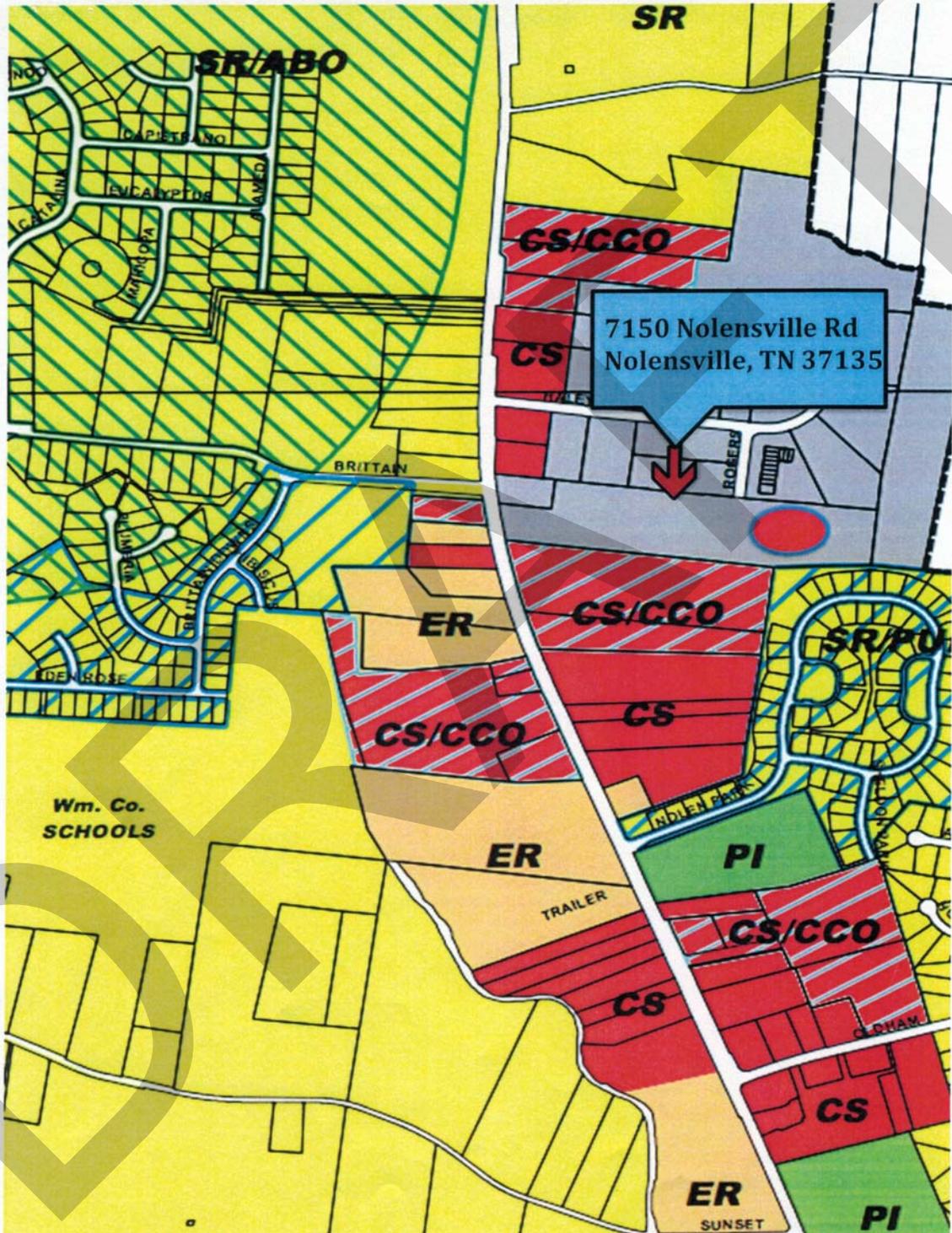
Approved by:

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Town Attorney, Robert J. Notestine, III

DRAFT

Exhibit A



**ORDINANCE #16-06**

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

**WHEREAS**, Article 9, section 9.1.2 of the Zoning Ordinance of the Town of Nolensville provides the authority for the Board of Mayor and Alderman to review and amend the zoning map; and,

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

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

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

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

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

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

Approved by the Board of Mayor and Aldermen

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

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

Second Reading

Kali Mogul, Town Recorder

Jimmy Alexander, Mayor

Approved by:

Town Attorney, Robert J. Notestine, III

DRAFT



**Ordinance #16-07**

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

***AGREEMENT***

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

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

**SECTION 1  
GRANT OF AUTHORITY**

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

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

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

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

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

## 1.5 Competitive Equity and Subsequent Action Provisions.

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

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

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

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or

authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

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

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

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

**1.5.3 Subsequent Change in Law.** If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed

amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

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

## **SECTION 2 THE CABLE SYSTEM**

### **2.1 The System and Its Operations.**

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

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

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

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

### **2.2 Requirements with Respect to Work on the System.**

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

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

## 2.3 Permits and General Obligations.

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

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

## 2.4 Conditions on Street Occupancy.

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

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary

relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

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

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

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

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

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the

Franchise Area. The Company shall not be required to pay franchise fees on gross revenues earned from Subscribers in annexed areas until sixty (60) days after receiving such notice.

### **SECTION 3 CUSTOMER SERVICE**

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

### **SECTION 4 COMPENSATION AND OTHER PAYMENTS**

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

4.1.1 Franchise Fees—Amount. Grantee shall make payment to the Town a Franchise fee equal to five percent (5%) of the annual Gross Revenue actually received from the operation of Grantee's Cable System to provide Cable Services within the Franchise Area: provided, however, the five percent (5%) fee shall not take effect until the first full monthly billing cycle following a period not to exceed forty-five (45) days from the Effective Date of this Franchise Agreement and Grantee shall not be compelled to pay any higher percentage of Franchise fees than any other cable operator providing service in the Franchise Area.

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

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

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing

any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

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

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

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

4.4 Service to Governmental and Institutional Facilities.

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

the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

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

## **SECTION 5 COMPLIANCE REPORTS**

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

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

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

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

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for its use of the Emergency Alert System.

## SECTION 6 ENFORCEMENT

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

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

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

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

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

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company’s response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days’ prior written notice of the public

hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

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

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

## **SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS**

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

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

## **SECTION 8 INSURANCE AND INDEMNITY**

### **8.1 Insurance.**

8.1.1 **Liability Insurance.** Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars

(\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Town.

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

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

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

## **SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS**

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

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

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

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

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

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

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

## **SECTION 10 MISCELLANEOUS**

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

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

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

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

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

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

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

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

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

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

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be

affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Town of Nolensville, Tennessee**

By: \_\_\_\_\_  
Name: Jimmy Alexander  
Title: Mayor

**Comcast of Nashville II, LLC**

By: \_\_\_\_\_  
Name: Douglas R. Guthrie  
Title: Senior Vice President

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

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

## **APPENDIX A DEFINED TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Gross Revenues**” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**APPENDIX B  
CUSTOMER SERVICE STANDARDS**

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

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

47 C.F.R. § 76.309

Page 561–63

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

**§ 76.309 Customer service obligations.**

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

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

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

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

(1) Cable system office hours and telephone availability—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

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

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

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

(ii) Billing—

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

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

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

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

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

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

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

(4) Definitions—

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

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

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

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

Attest: \_\_\_\_\_  
Town Recorder

Approved by: \_\_\_\_\_  
Town Attorney

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

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

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

DRAFT

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

**RESOLUTION #16-13**

**A RESOLUTION TO ENTER INTO A FIVE-YEAR AGREEMENT WITH MIDDLE TENNESSEE STATE UNIVERSITY AND AUTHORIZE THE USE OF FUNDS FOR SOUND REINFORCEMENT SERVICES AT NOLENSVILLE'S STAR SPANGLED CELEBRATION**

**WHEREAS**, the Town of Nolensville began producing a Fourth of July celebration for citizens in 2007; and,

**WHEREAS**, Middle Tennessee State University (MTSU) has agreed to provide sound reinforcement services for the annual event, now known as Nolensville's Star Spangled Celebration; and,

**WHEREAS**, the Town of Nolensville Events Committee solicits the community and local businesses for financial sponsorship with the Town of Nolensville subsidizing the event; and,

**NOW THEREFORE BE IT RESOLVED** by the Board of Mayor and Aldermen of the Town of Nolensville, Tennessee that:

Section 1. The Mayor is authorized to enter into an agreement with MTSU to provide sound reinforcement for the Star Spangled Celebration entertainment stage.

Section 2. The agreement is for five (5) years and the amount will not exceed \$2,500.00 annually.

Section 3. The contract is attached to and made part of this resolution.

**RESOLVED** this 5<sup>th</sup> day of May, 2016.

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

\_\_\_\_\_  
Kali Mogul, Town Recorder

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

**AGREEMENT BETWEEN**  
**TOWN OF NOLENSVILLE, TENNESSEE**  
**AND**  
**MIDDLE TENNESSEE STATE UNIVERSITY**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Nolensville, Tennessee, hereinafter referred to as "Town", and Middle Tennessee State University, hereinafter referred to as "University".

**WITNESSETH:**

In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement according to the provisions set out herein:

A. The University agrees to perform the following services:

The MTSU Recording Industry Department, as part of the Masters of Fine Arts (MFA) experiential learning, will provide the Sound Reinforcement services for the Nolensville Fourth of July celebration in calendar years 2016, 2017, 2018, 2019 and 2020. Funds provided by Town will be used in support of the production expenses associated with the aforementioned live production event and in support of the MFA program within the Department. Use of funds may include, but is not limited to, graduate scholarships for students in the MFA program.

B. Town agrees to compensate the University as follows:

Town will pay the sum of \$2,500 annually for a period of five (5) years. Payments over the five year period will total \$12,500, and shall be made according to the following schedule:

\$2500.00 by June 30, 2016  
\$2500.00 by June 30, 2017  
\$2500.00 by June 30, 2018  
\$2500.00 by June 30, 2019  
\$2500.00 by June 30, 2020

C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. Town warrants that no fee has been nor shall be paid directly or indirectly to any officer or employee of the University or State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor, or consultant to Town in connection with this Agreement except as provided herein.
2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, The Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, handicap, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, handicap, veteran status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

3. Town, being an independent contractor and not an employee of the University, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereto, and otherwise protect and hold the University harmless from any and all liability not specifically provided for in this Agreement.
4. The term of this Agreement shall be from the date of final signature below until June 30, 2020.
5. This Agreement may be terminated by either party by giving written notice, to include electronic notice and acknowledgment of receipt, to the other, at least 90 days before the effective date of termination. In that event, the University shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

This Agreement may be terminated without the above described notice upon grounds that the activity has been canceled due to force majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if the delay or failure to perform is without the fault or negligence of the Party claiming excusable delay and is due to causes beyond the control of that Party, including but not limited to acts of God, war, terrorism, acts of the

government, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes or work stoppages, and freight embargoes. Each Party shall promptly notify the other Party of such force majeure condition. Best efforts will be made by all Parties to reschedule the event at a mutually convenient time.

Notwithstanding any other provision in the Agreement, if this Agreement is canceled by Town after University has already set up the stage and equipment, Town agrees to pay to University for actual preparation costs.

In the event that University has already set up the stage and equipment prior to the Town canceling the event due to inclement weather, but a rain date is planned, Town shall provide a police officer or professional security guard to be present and maintain the security of the equipment at the site overnight. Town must also provide a roof or other shelter at the site to protect University's sound, lighting, or other live entertainment equipment from damage from the elements.

6. This Agreement may be modified only by written amendment executed by all parties hereto.
7. The parties shall maintain documentation for all charges and services under this Agreement. All books, records, and documents, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by either party or the Comptroller of the Treasury or their duly appointed representatives.
8. Neither party shall assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the other party.
9. Town and the University are independent contractors with respect to each other. Nothing contained herein shall create any association, partnership, joint venture, employment or agency relationship between them or any third party.
10. The parties understand that the University makes no warranties whatsoever regarding performance under this Agreement, and it is understood that no warranties arise by its express terms or by operation of law so that there are no warranties under this agreement whether express or implied.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. The parties shall make good faith efforts to resolve disputes informally prior to resorting to legal action. Any and all claims against the State of Tennessee,

including the University or its employees based upon this Agreement, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law. Damages recoverable against the State shall be limited expressly to claims paid by the Claims Commission pursuant to Tennessee Code Annotated (T.C.A.) § 9-8-301, *et seq.*

- 12. In accordance with T.C.A. § 12-3-309, the parties hereby attest that they will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor, if permitted under this Agreement, who will utilize the services of illegal immigrants in the performance of this Agreement. If a party is discovered to have breached this attestation, that party shall be prohibited from contracting with any state entity for a period of one (1) year from the date of discovery of the breach. A party may appeal the one (1) year by utilizing the established appeals process.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signature.

**UNIVERSITY**

**TOWN OF NOLENSVILLE,  
TENNESSEE**

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|  |      |                     |      |
|--|------|---------------------|------|
| Alan R. Thomas<br>Interim Vice President<br>Business & Finance | Date | Signature and Title | Date |
|--|------|---------------------|------|

**ORDINANCE #16-02**

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

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

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

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

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

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

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

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

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

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

Approved by the Board of Mayor and Aldermen

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

Attest: \_\_\_\_\_  
Kali Mogul, Town Recorder

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

Passed 1st Reading: \_\_\_\_\_

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

Passed 2nd Reading: \_\_\_\_\_

DRAFT

**See Exhibit A Next Page**



**ORDINANCE NO. 16-03**

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

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

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

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

**GENERAL FUND**

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

**STATE STREET AID**

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

**IMPACT FEE FUND**

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

**DRUG FUND**

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

**FACILITIES TAX FUND**

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

**FACILITIES SCHOOL TAX FUND**

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

**Total All Funds**

\$15,108,281

**SECTION 3.** Appropriations for said budget are as follows:

**GENERAL FUND**

|                           |             |                    |
|---------------------------|-------------|--------------------|
| General Government        | \$1,140,752 |                    |
| Public Safety             | \$1,084,482 |                    |
| Operating Transfer        | \$0         |                    |
| <b>Total General Fund</b> |             | <b>\$2,225,234</b> |

**STATE STREET AID**

|                                    |           |                  |
|------------------------------------|-----------|------------------|
| Streets                            | \$388,600 |                  |
| <b>Total State Street Aid Fund</b> |           | <b>\$388,600</b> |

**IMPACT FEE FUND**

|                              |           |                  |
|------------------------------|-----------|------------------|
| Streets                      | \$145,750 |                  |
| <b>Total Impact Fee Fund</b> |           | <b>\$145,750</b> |

**DRUG FUND**

Police \$0  
Total Drug Fund \$0

**FACILITIES TAX FUND**

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

**FACILITIES SCHOOL TAX FUND**

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

**Total All Funds** \$4,585,990

**SECTION 4.** No appropriation listed above may be exceeded without appropriate ordinance action to amend budget.

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

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

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

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

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

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

\_\_\_\_\_  
Kali Mogul, Town Recorder

Approved by Legal Counsel:

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

Passed 1st Reading: \_\_\_\_\_

Passed 2nd Reading: \_\_\_\_\_

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

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

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

| 110 GENERAL FUND EXPENDITURES            | 2014-2015 Actual | 2015-2016 Proposed | 2015-2016 Amended |                  |
|--|------------------|--------------------|-------------------|------------------|
| <b>GENERAL GOVERNMENT ADMINISTRATION</b> |                  |                    |                   |                  |
| Personnel Costs                          | \$134,622        | \$224,594          | \$210,000         | (\$14,594)       |
| Payroll Taxes                            | 10,521           | 17,181             | 16,065            | (\$1,116)        |
| Employee Benefits                        | 27,366           | 33,707             | 34,706            | \$999            |
| Contractual Services                     | 0                | 0                  | 0                 |                  |
| Supplies                                 | 0                |                    |                   |                  |
| Election                                 | 0                |                    |                   |                  |
| Rent                                     | 0                |                    |                   |                  |
| Utilities                                | 0                |                    | 0                 |                  |
| Professional Services                    | 22,933           | 15,800             | 16,833            | \$1,033          |
| Repair and Maintenance Services          | 1,867            | 1,653              | 3,000             | \$1,347          |
| Office Expense                           | 8,547            | 3,700              | 4,900             | \$1,200          |
| Memberships, Dues and Subscriptions      | 2,589            | 3,914              | 5,500             | \$1,586          |
| Travel                                   | 1,024            | 1,300              | 4,000             | \$2,700          |
| Insurance                                | 3,082            | 4,328              | 3,970             | (\$358)          |
| Town Events                              | 0                | 0                  |                   |                  |
| Miscellaneous                            | 1,266            | 10,800             | 10,800            | \$0              |
| <b>Subtotal</b>                          | <b>\$213,817</b> | <b>\$316,977</b>   | <b>\$309,774</b>  | <b>(\$7,203)</b> |
| Capital Outlay                           | 0                | 0                  | 0                 | \$0              |
| Debt Service                             | 0                |                    |                   |                  |
| <b>Total Administration</b>              | <b>\$213,817</b> | <b>\$316,977</b>   | <b>\$309,774</b>  | <b>(\$7,203)</b> |

| <b>COURT</b>                        |                 |                  |                  |                  |
|-------------------------------------|-----------------|------------------|------------------|------------------|
| Personnel Costs                     | \$64,274        | \$79,537         | \$79,537         | \$0              |
| Payroll Taxes                       | 4,917           | 6,085            | 6,085            | (\$0)            |
| Employee Benefits                   | 9,638           | 9,882            | 9,720            | (\$162)          |
| Professional Services               |                 | 297              | 172              | (\$126)          |
| Memberships, Dues and Subscriptions |                 | 300              | 0                | (\$300)          |
| Repair and Maintenance Services     | 2,612           | 2,651            | 2,651            | \$0              |
| Supplies                            | 660             | 645              | 450              | (\$195)          |
| Travel                              |                 | 1,200            | 0                | (\$1,200)        |
| Insurance                           | 2,866           | 3,958            | 3,251            | (\$707)          |
| <b>Subtotal</b>                     | <b>\$84,967</b> | <b>104,555</b>   | <b>101,865</b>   | <b>(\$2,690)</b> |
| Capital Outlay                      | 0               |                  | 0                |                  |
| <b>Total Court</b>                  | <b>\$84,967</b> | <b>\$104,555</b> | <b>\$101,865</b> | <b>(\$2,690)</b> |

| <b>BOMA</b>                         |                  |                  |                  |                    |
|-------------------------------------|------------------|------------------|------------------|--------------------|
| Personnel Costs                     | \$15,725         | \$18,000         | \$19,250         | \$1,250.00         |
| Payroll Taxes                       | 1,203            | 1,377            | 1,473            | \$95.63            |
| Contractual Services                | 1,500            | 1,500            | 1,500            | \$0.00             |
| Election Costs                      | 578              | 0                | 0                | \$0.00             |
| Memberships, Dues and Subscriptions |                  | 5,576            | 6,771            | \$1,195.00         |
| Professional Services               | 66088            | 42,600           | 73,328           | \$30,728.00        |
| Office Expense                      | 800              | 660              | 660              | \$0.00             |
| Town Events                         | 27,966           | 32,190           | 34,190           | \$2,000.00         |
| Insurance                           | 2,875            | 3,973            | 3,157            | (\$815.70)         |
| Miscellaneous                       | 31262            | 10,580           | 11,900           | \$1,320.00         |
| <b>Subtotal</b>                     | <b>\$147,997</b> | <b>116,456</b>   | <b>152,229</b>   | <b>\$35,772.93</b> |
| Capital Outlay                      |                  |                  | 0                |                    |
| <b>Total BOMA</b>                   | <b>\$147,997</b> | <b>\$116,456</b> | <b>\$152,229</b> | <b>\$35,772.93</b> |

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

| <b>110 GENERAL FUND EXPENDITURES</b> | <b>2014-15 Actual</b> | <b>2015-2016 Proposed</b> | <b>2015-2016 Amended</b> |                   |
|--------------------------------------|-----------------------|---------------------------|--------------------------|-------------------|
| <b>BUILDING</b>                      |                       |                           |                          |                   |
| Personnel Costs                      | \$6,120               | \$8,821                   | \$6,567                  | (\$2,254.22)      |
| Payroll Taxes                        | 468                   | 675                       | 502                      | (\$172.45)        |
| Employee Benefits                    | 61                    | 88                        | 66                       | (\$22.54)         |
| Utilities                            | 50188                 | 52,820                    | 58,800                   | \$5,980.00        |
| Repair and Maintenance Services      | 18,375                | 22,715                    | 22,715                   | \$0.00            |
| Supplies                             | 1578                  | 6,250                     | 8,000                    | \$1,750.00        |
| Insurance                            | 5610                  | 6,986                     | 6,213                    | (\$772.66)        |
| <b>Subtotal</b>                      | <b>\$82,400</b>       | <b>98,354</b>             | <b>102,863</b>           | <b>\$4,508.12</b> |
| Capital Outlay                       |                       | 12,500                    | 12,500                   |                   |
| <b>Total Building</b>                | <b>\$82,400</b>       | <b>\$110,854</b>          | <b>\$115,363</b>         | <b>\$4,508.12</b> |
| <b>PUBLIC WORKS</b>                  |                       |                           |                          |                   |
| Personnel Costs                      | \$95,027              | \$137,901                 | \$130,600                | (\$7,301)         |
| Payroll Taxes                        | 7,270                 | 10,504                    | 9,945                    | (\$559)           |
| Employee Benefits                    | 10,172                | 19,917                    | 20,468                   | \$550             |
| Contractual Services                 | 1,821                 | 8,369                     | 8,369                    | \$0               |
| Memberships, Dues and Subscriptions  |                       | 2,309                     | 2,309                    | \$0               |
| Utilities                            |                       | 2,000                     | 825                      | (\$1,175)         |
| Street Lighting                      | 4437                  | 4,200                     | 4,200                    | \$0               |
| Repair and Maintenance Services      | 10,242                | 5,729                     | 13,200                   | \$7,471           |
| Auto Expenses                        | 5,968                 | 13,369                    | 12,869                   | (\$500)           |
| Equipment Expenses                   |                       | 5,500                     | 6,500                    | \$1,000           |
| Signs                                |                       | 1,000                     | 1,000                    | \$0               |
| Supplies                             | 14885                 | 100                       | 100                      | \$0               |
| Insurance                            | 7,623                 | 8,780                     | 8,787                    | \$7               |
| Storm Water Drainage                 |                       | 4,000                     | 4,000                    | \$0               |
| Miscellaneous                        | 190                   | 900                       | 1,350                    | \$450             |
| <b>Subtotal</b>                      | <b>\$157,635</b>      | <b>224,578</b>            | <b>224,522</b>           | <b>(\$56)</b>     |
| Capital Outlay                       | 32150                 | 0                         | 2,000                    | \$2,000           |
| <b>Total Public Works</b>            | <b>\$189,785</b>      | <b>\$224,578</b>          | <b>\$226,522</b>         | <b>\$1,944</b>    |

|   |                       |                           |                          |                      |  |
|---|-----------------------|---------------------------|--------------------------|----------------------|--|
| <b>PLANNING</b>                               |                       |                           |                          |                      |  |
| Personnel Costs                               | \$80,788              | \$90,480                  | \$90,480                 | \$0                  |  |
| Payroll Taxes                                 | 6,155                 | 6,922                     | 6,922                    | \$0                  |  |
| Employee Benefits                             | 10,418                | 13,680                    | 10,911                   | (\$2,769)            |  |
| Memberships, Dues and Subscriptions           | 1,065                 | 1,795                     | 1,795                    | \$0                  |  |
| Professional Services                         | 32,536                | 113,325                   | 116,725                  | \$3,400              |  |
| Repair and Maintenance Services               |                       | 1,469                     | 1,350                    | (\$119)              |  |
| Travel  | 29                    | 2,000                     | 2,000                    | \$0                  |  |
| Supplies & Maintenance                        | 2,529                 | 1,175                     | 1,250                    | \$75                 |  |
| Insurance                                     | 3,161                 | 3,554                     | 3,568                    | \$14                 |  |
| Miscellaneous                                 | 457                   | 0                         | 0                        | \$0                  |  |
| <b>Subtotal</b>                               | <b>\$137,137</b>      | <b>234,400</b>            | <b>235,000</b>           | <b>\$601</b>         |  |
| Capital Outlay                                | 0                     |                           | 0                        |                      |  |
| <b>Total Planning</b>                         | <b>\$137,137</b>      | <b>\$234,400</b>          | <b>\$235,000</b>         | <b>\$601</b>         |  |
| <b>Total General Government</b>               | <b>\$856,103</b>      | <b>\$1,107,819</b>        | <b>\$1,140,752</b>       | <b>\$32,933.35</b>   |  |
| TOWN OF NOLENSVILLE, TENNESSEE                |                       |                           |                          |                      |  |
| 2015-2016 FISCAL YEAR BUDGET                  |                       |                           |                          |                      |  |
| FUND 110 - GENERAL FUND                       |                       |                           |                          |                      |  |
| <b>110 GENERAL FUND EXPENDITURES</b>          | <b>2014-15 Actual</b> | <b>2015-2016 Proposed</b> | <b>2015-2016 Amended</b> |                      |  |
| <b>PUBLIC SAFETY</b>                          |                       |                           |                          |                      |  |
| <b>POLICE OPERATIONS</b>                      |                       |                           |                          |                      |  |
| Personnel Costs                               | \$330,681             | \$439,616                 | \$398,423                | (\$41,193)           |  |
| Payroll Taxes                                 | 25,297                | 32,483                    | 30,097                   | (\$2,386)            |  |
| Uniforms                                      | 5,890                 | 7,000                     | 10,135                   | \$3,135              |  |
| Employee Benefits                             | 71,944                | 94,314                    | 80,513                   | (\$13,801)           |  |
| Contractual Services                          | 11,705                | 8,000                     | 8,000                    | \$0                  |  |
| Professional Services                         |                       | 1,900                     | 3,530                    | \$1,630              |  |
| Auto Expenses                                 | 27,642                | 38,000                    | 37,500                   | (\$500)              |  |
| Memberships, Dues, Subscriptions and Training | 610                   | 30,736                    | 7,183                    | (\$23,553)           |  |
| Office Expense                                |                       | 3,350                     | 3,945                    | \$595                |  |
| Supplies & Maintenance                        | 13,703                | 6,759                     | 6,000                    | (\$759)              |  |
| Utilities                                     | 3,422                 | 4,039                     | 4,039                    | \$0                  |  |
| Insurance                                     | 31,643                | 40,240                    | 34,679                   | (\$5,561)            |  |
| Miscellaneous                                 | 278                   | 36,720                    | 6,566                    | (\$30,154)           |  |
| <b>Subtotal</b>                               | <b>\$522,816</b>      | <b>\$743,157</b>          | <b>\$630,609</b>         | <b>(\$112,547)</b>   |  |
| Capital Outlay                                | 39,650                | 4,000                     | 6,300                    | \$2,300              |  |
| Debt Service                                  | 0                     |                           |                          |                      |  |
| <b>Total Police Department</b>                | <b>\$562,467</b>      | <b>\$747,157</b>          | <b>\$636,909</b>         | <b>(\$110,247)</b>   |  |
| <b>ENGINEERING DEPARTMENT</b>                 |                       |                           |                          |                      |  |
| Personnel Costs                               | \$79,342              | \$87,688                  | \$87,688                 | \$0                  |  |
| Payroll Taxes                                 | 6,070                 | 6,708                     | 6,708                    | \$0                  |  |
| Employee Benefits                             | 10,553                | 11,002                    | 10,834                   | (\$168)              |  |
| Memberships, Dues and Subscriptions           | 280                   | 655                       | 655                      | \$0                  |  |
| Supplies & Maintenance                        | 1,678                 | 1,919                     | 1,919                    | \$0                  |  |
| Travel  | 100                   | 100                       | 100                      | \$0                  |  |
| Professional Services                         | 28,287                | 39,390                    | 44,390                   | \$5,000              |  |
| Auto Expenses                                 |                       |                           |                          |                      |  |
| Insurance                                     | 3,219                 | 4,432                     | 3,552                    | (\$880)              |  |
| Miscellaneous                                 | 180                   |                           |                          |                      |  |
| <b>Subtotal</b>                               | <b>129,708</b>        | <b>151,894</b>            | <b>155,846</b>           | <b>\$3,952</b>       |  |
| Capital Outlay                                | 0                     |                           |                          |                      |  |
| <b>Total Engineering Department</b>           | <b>\$129,708</b>      | <b>\$151,894</b>          | <b>\$155,846</b>         | <b>\$3,952</b>       |  |
| <b>CODES AND BUILDING DEPARTMENT</b>          |                       |                           |                          |                      |  |
| Personnel Costs                               | \$64,076              | \$92,981                  | \$93,926                 | \$945                |  |
| Payroll Taxes                                 | 4,902                 | 7,113                     | 7,185                    | \$72                 |  |
| Employee Benefits                             | 9,612                 | 19,960                    | 19,662                   | (\$298)              |  |
| Memberships, Dues and Subscriptions           | 410                   | 710                       | 410                      | (\$300)              |  |
| Auto Expenses                                 | 180                   | 2,080                     | 1,250                    | (\$830)              |  |
| Professional Services                         | 844                   | 1,800                     | 2,300                    | \$500                |  |
| Supplies & Maintenance                        | 5,143                 | 3,669                     | 3,948                    | \$279                |  |
| Insurance                                     | 4,395                 | 5,876                     | 6,970                    | \$1,094              |  |
| Travel  | 436                   | 1,889                     | 0                        | (\$1,889)            |  |
| Miscellaneous                                 | 168                   | 0                         | 250                      |                      |  |
| <b>Subtotal</b>                               | <b>\$90,164</b>       | <b>\$136,079</b>          | <b>\$135,901</b>         | <b>(\$177)</b>       |  |
| Capital Outlay                                | 9454                  | 0                         | 0                        | \$0                  |  |
| <b>Total Codes and Building Department</b>    | <b>\$99,618</b>       | <b>\$136,079</b>          | <b>\$135,901</b>         | <b>(\$177)</b>       |  |
| <b>Total Fire Protection Operations</b>       | <b>\$136,500</b>      | <b>\$143,325</b>          | <b>\$155,825</b>         | <b>\$12,500.00</b>   |  |
| <b>Total Public Safety</b>                    | <b>\$928,293</b>      | <b>\$1,178,454</b>        | <b>\$1,084,482</b>       | <b>(\$93,972.41)</b> |  |
| <b>TOTAL GENERAL FUND EXPENDITURES</b>        | <b>\$1,784,396</b>    | <b>\$2,286,273</b>        | <b>\$2,225,234</b>       | <b>(\$61,039.07)</b> |  |

TOWN OF NOLENSVILLE, TENNESSEE  
 2015-2016 FISCAL YEAR BUDGET  
 FUND 120 - STATE STREET AID FUND

| 120 STATE STREET AID                       | 2014-15 Actual   | 2015-2016 Proposed | 2015-2016 Amended |            |
|--|------------------|--------------------|-------------------|------------|
| <b>INTERGOVERNMENTAL REVENUE</b>           |                  |                    |                   |            |
| State Gasoline and Motor Fuel Taxes        | \$153,868        | \$208,320          | \$208,320         | \$0        |
| <b>Total Intergovernmental Revenue</b>     | <b>\$153,868</b> | <b>\$208,320</b>   | <b>\$208,320</b>  | \$0        |
| <b>OTHER REVENUE</b>                       |                  |                    |                   |            |
| Other                                      | \$1,455          | \$0                | \$1,700           | \$1,700    |
| <b>Total Other Revenue</b>                 | <b>\$1,455</b>   | <b>\$0</b>         | <b>\$1,700</b>    | \$1,700    |
| <b>TOTAL STATE STREET AID REVENUE</b>      | <b>\$155,323</b> | <b>\$208,320</b>   | <b>\$210,020</b>  | \$1,700    |
| <b>BEGINNING FUND BALANCE</b>              | <b>\$136,465</b> | <b>\$257,338</b>   | <b>\$257,338</b>  |            |
| <b>OPERATING TRANSFER</b>                  |                  |                    |                   | <b>\$0</b> |
| <b>TOTAL AVAILABLE FUNDS</b>               | <b>\$291,788</b> | <b>\$465,658</b>   | <b>\$467,358</b>  | \$1,700    |
| <b>EXPENDITURES</b>                        |                  |                    |                   |            |
| <b>STREETS</b>                             |                  |                    |                   |            |
| Street Maintenance                         | \$34,450         | \$300,000          | \$385,000         | \$85,000   |
| Repair and Maintenance Services            | 0                | 0                  | 3,600             | \$3,600    |
| Signs                                      | 0                | 0                  | 0                 |            |
| Street Lights                              | 0                | 0                  | 0                 |            |
| Storm Water Drainage                       | 0                | 0                  | 0                 |            |
| Contractual Services                       | 0                | 0                  | 0                 |            |
| Appropriation to General Fund              | 0                | 0                  | 0                 |            |
| <b>Subtotal</b>                            | <b>\$34,450</b>  | <b>\$300,000</b>   | <b>\$388,600</b>  | \$88,600   |
| Capital Outlay                             | \$0              | 0                  | 0                 |            |
| <b>Total Streets</b>                       | <b>\$34,450</b>  | <b>\$300,000</b>   | <b>\$388,600</b>  | \$88,600   |
| <b>TOTAL STATE STREET AID EXPENDITURES</b> | <b>\$34,450</b>  | <b>\$300,000</b>   | <b>\$388,600</b>  | \$88,600   |

TOWN OF NOLENSVILLE, TENNESSEE  
 2015-2016 FISCAL YEAR BUDGET  
 FUND 125 - IMPACT FEE FUND

| 125 IMPACT FEE FUND                       | 2014-15 Actual     | 2015-2016 Proposed | 2015-2016 Amended  |          |
|---|--------------------|--------------------|--------------------|----------|
| <b>REVENUE</b>                            |                    |                    |                    |          |
| Licenses and Permits                      | \$846,124          | \$702,260          | \$759,200          | \$56,940 |
| Interest                                  | 22,276             | 10,000             | 20,000             | \$10,000 |
| <b>Total Revenue</b>                      | <b>\$868,400</b>   | <b>\$712,260</b>   | <b>\$779,200</b>   | \$66,940 |
| <b>TOTAL IMPACT FEE REVENUE</b>           | <b>\$868,400</b>   | <b>\$712,260</b>   | <b>\$779,200</b>   | \$66,940 |
| <b>BEGINNING FUND BALANCE</b>             | <b>\$2,385,659</b> | <b>\$3,196,797</b> | <b>\$3,196,797</b> | \$0      |
| <b>OPERATING TRANSFER</b>                 | <b>\$0</b>         | <b>\$0</b>         | <b>\$0</b>         |          |
| <b>TOTAL AVAILABLE FUNDS</b>              | <b>\$3,254,059</b> | <b>\$3,909,057</b> | <b>\$3,975,997</b> | \$66,940 |
| <b>EXPENDITURES</b>                       |                    |                    |                    |          |
| Repair and Maintenance                    | \$50               | \$145,750          | \$145,750          |          |
| <b>Subtotal</b>                           | <b>\$50</b>        | <b>\$145,750</b>   | <b>\$145,750</b>   |          |
| Capital Outlay                            | 57,212             | 0                  | 0                  |          |
| Debt Service                              | 0                  | 0                  | 0                  |          |
| <b>Total Expenditures</b>                 | <b>\$57,262</b>    | <b>\$145,750</b>   | <b>\$145,750</b>   |          |
| <b>TOTAL IMPACT FEE FUND EXPENDITURES</b> | <b>\$57,262</b>    | <b>\$145,750</b>   | <b>\$145,750</b>   |          |

| TOWN OF NOLENSVILLE, TENNESSEE<br>2015-2016 FISCAL YEAR BUDGET<br>FUND 127 - DRUG FUND |                 |                    |                   |
|--|-----------------|--------------------|-------------------|
| 127 DRUG FUND  | 2014-15 Actual  | 2015-2016 Proposed | 2015-2016 Amended |
| <b>REVENUE</b>   |                 |                    |                   |
| Fines  | \$2,519         | \$2,000            | \$1,000           |
| Other  | \$4,419         | \$-                | \$-               |
| Interest   | 83              | 50                 | 75                |
| <b>Total Revenue</b>   | <b>\$7,021</b>  | <b>\$2,050</b>     | <b>\$1,075</b>    |
| <b>TOTAL DRUG FUND REVENUE</b>   | <b>\$7,021</b>  | <b>\$2,050</b>     | <b>\$1,075</b>    |
| <b>BEGINNING FUND BALANCE</b>  | <b>\$9,491</b>  | <b>\$13,096</b>    | <b>\$13,096</b>   |
| <b>TOTAL AVAILABLE FUNDS</b>   | <b>\$16,512</b> | <b>\$15,146</b>    | <b>\$14,171</b>   |
| <b>EXPENDITURES</b>  |                 |                    |                   |
| Police   | \$3,416         | \$0                | \$0               |
| <b>Subtotal</b>  | <b>\$3,416</b>  | <b>\$0</b>         | <b>\$0</b>        |
| Capital Outlay   | 0               | 0                  | 0                 |
| Debt Service   | 0               | 0                  | 0                 |
| <b>Total Expenditures</b>  | <b>\$3,416</b>  | <b>\$0</b>         | <b>\$0</b>        |
| <b>TOTAL DRUG FUND EXPENDITURES</b>  | <b>\$3,416</b>  | <b>\$0</b>         | <b>\$0</b>        |

(\$1,000)  
\$0  
\$25  
(\$975)  
\$0  
(\$975)

| TOWN OF NOLENSVILLE, TENNESSEE<br>2015-2016 FISCAL YEAR BUDGET<br>FUND 130 - FACILITIES TAX FUND |                    |                    |                    |
|--|--------------------|--------------------|--------------------|
| 130 FACILITIES TAX FUND  | 2014-15 Actual     | 2015-2016 Proposed | 2015-2016 Amended  |
| <b>REVENUE</b>   |                    |                    |                    |
| Licenses and Permits   | \$673,704          | \$571,280          | \$617,600          |
| Grant  | 0                  | 0                  | 0                  |
| Town Hall Loan Proceeds  | 0                  |                    |                    |
| Interest   | 22,763             | 20,400             | 23,000             |
| <b>Total Revenue</b>   | <b>\$696,467</b>   | <b>\$591,680</b>   | <b>\$640,600</b>   |
| <b>TOTAL FACILITIES TAX FUND REVENUE</b>   | <b>\$696,467</b>   | <b>\$591,680</b>   | <b>\$640,600</b>   |
| <b>BEGINNING FUND BALANCE</b>  | <b>\$2,626,848</b> | <b>\$2,927,376</b> | <b>\$2,927,376</b> |
| <b>OPERATING TRANSFER</b>  | <b>\$0</b>         | <b>\$0</b>         | <b>\$0</b>         |
| <b>TOTAL AVAILABLE FUNDS</b>   | <b>\$3,323,315</b> | <b>\$3,519,056</b> | <b>\$3,567,976</b> |
| <b>EXPENDITURES</b>  |                    |                    |                    |
| Misc Supplies  | \$25               | \$0                | \$0                |
| Donations-Rec Center   | 162,500            | 0                  | 0                  |
| <b>Subtotal</b>  | <b>\$162,525</b>   | <b>\$0</b>         | <b>\$0</b>         |
| Capital Outlay   | \$25,077           | \$0                | \$0                |
| Debt Service   | \$208,337          | \$446,150          | \$446,150          |
| <b>Total Expenditures</b>  | <b>\$395,939</b>   | <b>\$446,150</b>   | <b>\$446,150</b>   |
| <b>TOTAL FACILITIES TAX FUND EXPENDITURES</b>  | <b>\$395,939</b>   | <b>\$446,150</b>   | <b>\$446,150</b>   |

\$46,320  
\$0  
\$0  
\$2,600  
\$48,920  
\$48,920  
\$0  
\$0  
\$48,920

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

\$13,600  
\$20,000  
\$1,000  
\$34,600  
\$34,600  
\$0  
\$34,600  
\$0  
\$0  
\$28,096  
\$28,096  
\$28,096

ORDINANCE #16-08

**AN ORDINANCE TO AMEND THE ZONING MAP OF NOLENSVILLE, TENNESSEE TO REZONE PROPERTY AT 7223 NOLENSVILLE ROAD FROM ESTATE RESIDENTIAL (ER) TO COMMERCIAL SERVICES (CS) WITH A COMMERCIAL CORRIDOR OVERLAY (CCO)**

**WHEREAS**, Article 9, section 9.1.2 of the Zoning Ordinance of the Town of Nolensville provides the authority for the Board of Mayor and Alderman to review and amend the zoning map; and,

**WHEREAS**, the Nolensville Planning Commission met on Tuesday, April 12, 2016 and reviewed an application to rezone property currently zoned Estate Residential (ER) to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied to Map 56, Parcel 035.01 also known as 7223 Nolensville Road; and,

**WHEREAS**, after considerable discussion of the request and recognizing the rezoning would be incompatible with the Town's Land Use Policy Map, the Nolensville Planning Commission voted by majority to recommend **disapproval** of the rezoning to the Board of Mayor and Aldermen; and,

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

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

The property located at 7223 Nolensville Road and described as Map 56, Parcel 035.01, as shown on the attached map as Exhibit A, is rezoned to Commercial Services (CS) with the Commercial Corridor Overlay (CCO) applied.

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

Approved by the Board of Mayor and Aldermen

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

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

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

\_\_\_\_\_  
Kali Mogul, Town Recorder

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

Approved by:

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

DRAFT

Exhibit A, Page 1

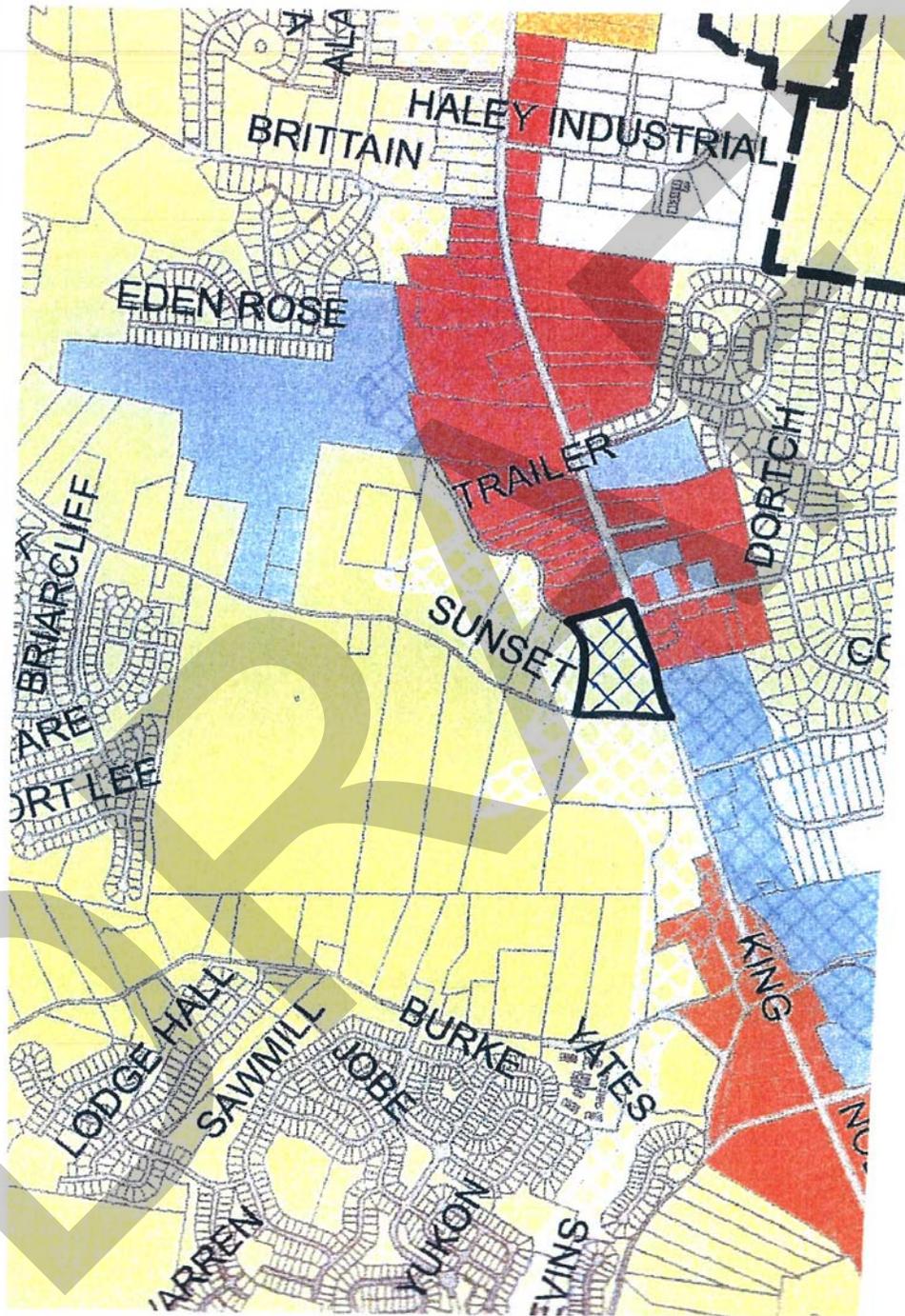
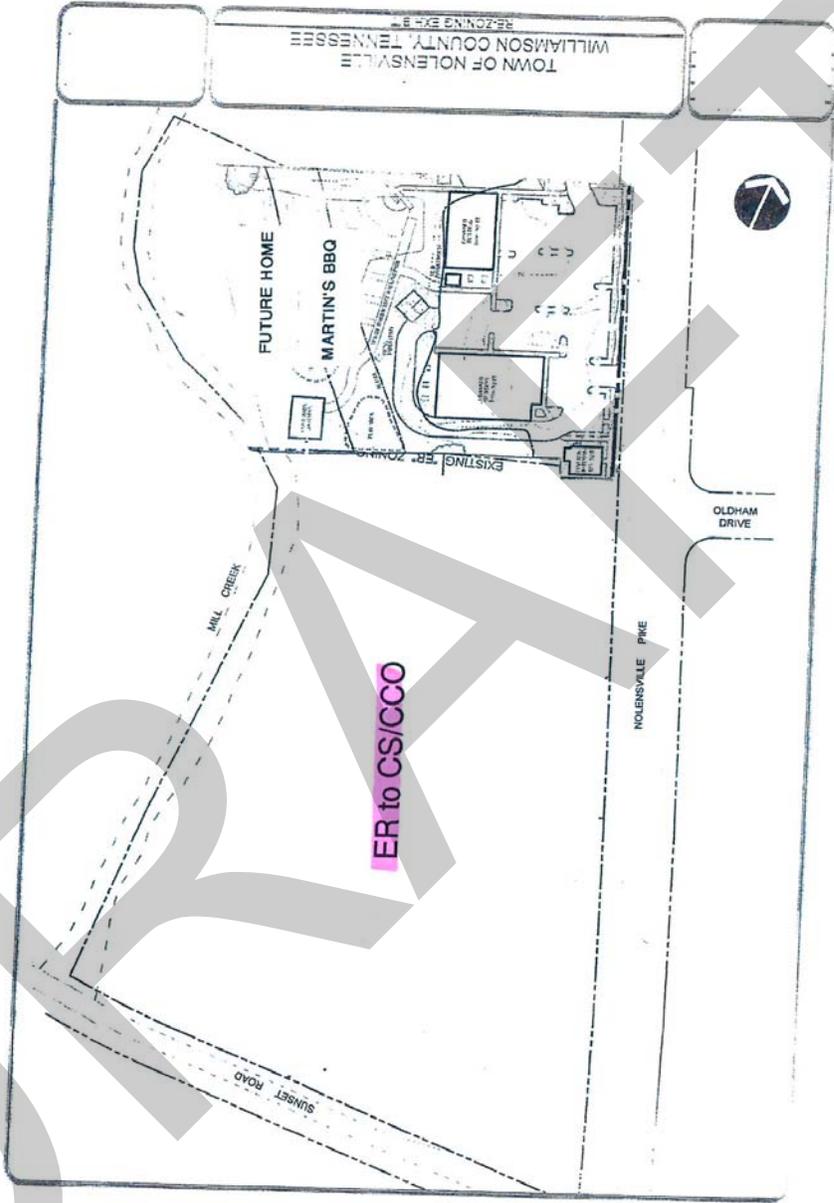


Exhibit A, Page 2



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

**RESOLUTION #16-14**

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH WAKM AM 950 AND  
AUTHORIZE THE USE OF FUNDS FOR A FIREWORKS DISPLAY AND RADIO  
PROMOTION OF NOLENSVILLE'S STAR SPANGLED CELEBRATION**

**WHEREAS**, the Town of Nolensville wishes to enter into an agreement with WAKM Radio, to provide a fireworks display for the Town of Nolensville; and,

**WHEREAS**, the Town of Nolensville Events Committee will solicit the Community and Corporations for financial sponsorship; and,

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

Section 1. The Mayor is hereby authorized to enter into an agreement with WAKM AM 950 to provide a fireworks display and promotional radio announcements for the Town of Nolensville's Star Spangled Celebration.

Section 2. The amount of this contract will not exceed \$10,000.00.

Section 3. The contract is attached to and made part of this resolution.

**RESOLVED** this 5<sup>th</sup> day of May, 2016.

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

\_\_\_\_\_  
Kali Mogul, Town Recorder

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

**A Community Relations Proposal For:**

## **The Town of Nolensville**

The Special Events Committee

From:

Tom Lawrence, General Manager, **WAKM Radio**

Date: 8 April, 2016

The Town of Nolensville Special Events Committee receives the following:

1. a professionally executed fireworks display (shell summary enclosed) on Saturday, July 2, at approximately 9:00pm, Central Daylight Time to be launched from the traditional site on Rocky Ford Road. City officials must make weather calls before installation. Weather decisions after installation will incur additional charges for crew expenses
2. inclusion for the city, the special events committee, all sponsors, vendors, property owners and promoters, in a \$5,000,000 liability insurance policy with documentation made available by June 1.
3. promotional advertising on WAKM Radio, including
  - 200 :30 commercials featuring the voices of the Mayor and those Aldermen wishing to participate and those sponsors that want to Participate
  - one remote broadcast from Nolensville featuring city leaders and sponsors
  - exhaustive news coverage starting two weeks prior to the event
4. the handling of all state permitting procedures in co-ordination with the Nolensville Chief of Police and the Nolensville Fire Chief

Cost Factor: \$10,000.00

Date: \_\_\_\_\_  
For: The Town of Nolensville

  
Date: 4/8/2016  
For: WAKM Radio

# **AM-950**

**RADIO STATION WAKM**

222 Mallory Station Road • Franklin, TN 37067  
(615) 794-1594 • Fax (615) 794-1595 • wakm950@comcast.net

Live Streaming at [wakmworldwide.com](http://wakmworldwide.com)

**PYRO SHOWS, INC.  
WAKM – NOLENSVILLE  
JULY 2, 2016**

**SHELL SUMMARY**

| <b>DESCRIPTION</b>         | <b>QTY.</b> |
|----------------------------|-------------|
| 3" Aerial Shells           | 280         |
| 4" Aerial Shells           | 75          |
| 5" Aerial Shells           | 44          |
| 6" Aerial Shells           | 21          |
| 2 – 100x1.25 Barrage Boxes | 200         |
| Class "B" 1.3G Fireworks   |             |



**RADIO STATION WAKM**

222 Mallory Station Road • Franklin, TN 37067  
(615) 794-1594 • Fax (615) 794-1595 • wakm950@comcast.net

Live Streaming at [wakmworldwide.com](http://wakmworldwide.com)