

AGENDA
TOWN OF NOLENSVILLE BOARD OF MAYOR AND ALDERMEN
THURSDAY, OCTOBER 1ST, 2015, 7:00 P.M.

1. Call to Order
2. Prayer and Pledge
3. Citizens Input/General Comments
4. Approval of Minutes for Regular Meeting September 3, 2015
5. Treasurer's Report – August, 2015
6. Committee Reports
 - a. Planning Commission
 - b. Engineering Department
 - c. Fire Department
 - d. Police Department Report
 - e. Public Works
 - f. Historic Commission
 - g. Economic Development Committee
 - h. Town Events Committee
 - i. Trees and Trails Committee
7. Public hearing of Ordinance 15-19, an ordinance to amend Article 8 and Appendix A of Zoning Ordinance #04-09 of the Town of Nolensville, Tennessee, pertaining to lighting performance standards and sign ordinance standards—Alderman Felts
8. Second reading of Ordinance 15-10, an ordinance to adopt a concept plan for a planned unit development (P.U.D.) overlay known as Nolen Estates located on Sam Donald Road—Mayor Alexander
9. Second reading of Ordinance 15-11, an ordinance to adopt a concept plan for a planned unit development (P.U.D.) overlay known as Lynch parcel located on Rocky Fork Road in Nolensville, Tennessee—Mayor Alexander
10. Second reading of Ordinance 15-12, an ordinance to amend Article 2.2.3 and Article 2.2.5 of the Town of Nolensville's Zoning Ordinance #04-09, pertaining to residential zoning districts—Mayor Alexander
11. Second reading of Ordinance 15-13, an ordinance to amend the Town of Nolensville's Zoning Ordinance #04-09, pertaining to Article 2.2.2, SR zoning district—Mayor Alexander
12. Second reading of Ordinance 15-14, an ordinance to amend the Town of Nolensville's Zoning Ordinance #04-09, pertaining to Article 2.2.10, planned commercial districts—Mayor Alexander
13. Second reading of Ordinance 15-15, an ordinance to amend Appendix B of the Town of Nolensville's Zoning Ordinance #04-09, pertaining to landscaping and buffering required for planned unit developments and planned commercial districts—Mayor Alexander
14. Second reading of Ordinance 15-17, an ordinance to amend certain fee policies related to residential building permits—Mayor Alexander
15. Second reading of Ordinance 15-18, an ordinance to amend Title 8, Chapter 109 of the Nolensville Municipal Code, pertaining to the sale and distribution of beer—Alderman Dugger
16. Second reading of Ordinance 15-20, an ordinance to amend Title 15 of the Town of Nolensville Municipal Code, pertaining to speed limit on a portion of Nolensville Road—Mayor Alexander
17. First reading of Ordinance 15-21, an ordinance to amend the Bent Creek master concept P.U.D. plan of Nolensville, Tennessee to revise the plan as it pertains to Phase 12 of the Bent Creek Development—Mayor Alexander
18. Reading of Resolution 15-32, a resolution to enter into an agreement between the State of Tennessee Department of Transportation and the Town of Nolensville—Mayor Alexander
19. Reading of Resolution 15-33, a resolution to enter into an agreement between American Fidelity and the Town of Nolensville for a Section 125 flexible benefit plan—Mayor Alexander
20. Reading of Resolution 15-34, a resolution to enter into an agreement between Retail Strategies and the Town of Nolensville for retail recruitment planning and services—Mayor Alexander
21. Other
22. Adjourn

Town of Nolensville
Board of Mayor and Aldermen Meeting
Date: September 3rd, 2015, Time 7:00 p.m.
Nolensville Town Hall, 7218 Nolensville Road

Mayor Jimmy Alexander opened the meeting at 7:05 p.m. Members present were Mayor Alexander, Aldermen Tommy Dugger, Larry Felts, Jason Patrick and Brian Snyder. Staff present: Administrator Ken McLawhon, Counsel Robert Notestine, Engineer Don Swartz, Planner Henry Laird, and Recorder Kali Mogul. There were 28 citizens present.

Nolensville Elementary School student Luke Shenkel said a prayer and led the Pledge of Allegiance.

Citizen Comments: Newly appointed Williamson County Election Administrator Chad Gray announced that September is National Voter Registration month. He encouraged the Board to remind citizens to register to vote and left registration forms. Mr. Gray also mentioned poll workers are needed for upcoming elections.

Mr. Lou Leiker commented that he is opposed to agenda item 17, an amendment to Title 8, which would restrict the hours permitted for beer sales.

Mayor Alexander made a motion to approve the minutes from the Board meeting of August 6th, 2015, seconded by Alderman Dugger. The motion carried unanimously.

Mayor Alexander made a motion to approve the minutes from the Beer Board meeting of August 6th, 2015, seconded by Alderman Felts. The minutes were approved unanimously.

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

Mayor Alexander invited the principals of Nolensville schools to the front of the room as he read a proclamation naming September, 2015 "Be Nice" month in Nolensville, Tennessee. Copies of the proclamation were handed out to each principal, and photos were taken to memorialize the reading.

COMMITTEE REPORTS:

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

- On August 11, 2015, the Planning Commission considered these submittals:
 - Final Plat for Eulas Glen, Phase 1
 - Final Plat for Sherwood Green Estates, Phase 3
 - Preliminary Plat for Asher Subdivision on Sunset Road
 - Final Plat for Bent Creek Phase 4 Section 1D
 - Zoning Ordinance Amendment pertaining to lighting and sign regulations in Article 8.2.5, Article 1.2.0, and Appendix A
- There was also a public hearing held on August 20, 2015 on the Land Use Policy Plan amendment and map revision.

Engineer Don Swartz provided updates on the following:

- The design for the Stonebrook Safe Routes to School is now with TDOT for review. The Creekside project is still in the environmental phase.
- We are in the right-of-way acquisition phase on the Small Town Connections project.
- We have cost estimates for each phase of the Sunset Road improvements and are working with the engineering firm on some right-of-way dedications, final right-of-way plans, the utilities and bridge design.
- Town Administrator McLawhon mentioned road striping and painting and the ongoing Major Thoroughfare plan.

On behalf of the Nolensville Fire Department, Chief Mark Hall reported statistics for the month and a comparison to 2014. There have been 330 total calls through the end of August, a 15% increase for the year. Chief Hall reiterated the potential for a paid administrator position and agreed to attend the public workshop on September 17th to discuss general details.

Police Chief Troy Huffines reviewed his report on monthly offenses, stop data and a management report for August. He announced that he was one of ten recipients of a scholarship to the IACP conference in Chicago. Finally, he passed around the new Town of Nolensville badge.

No report was given for the Public Works department.

Ms. Betty Friedlander reported that the Historic Zoning Commission approved a certificate of appropriateness for the Peacock Lane porch roof repair.

No report was given for the Economic Development Committee.

Alderman Snyder reported that the Town Events Committee is beginning plans and preparation for the Veterans Day Parade.

No report was given for the Trees and Trails Committee.

Mayor Alexander requested to suspend the rules and move agenda item 20 to the top of new business. With no objection he called on the owners of Yang's Investment, Incorporated. After a short Q&A, Mayor Alexander made a motion to approve Resolution 15-30 to grant a renewal of the certificate of compliance for Yang's Investment, Incorporated for a period of two years. Alderman Dugger seconded the motion, which passed unanimously.

At 7:40 p.m. Mayor Alexander opened a public hearing of Ordinance 15-11, an ordinance to adopt a concept plan for a planned unit development (P.U.D.) overlay known as Lynch parcel located on Rocky Fork Road in Nolensville, Tennessee.

Mr. Eric Livingston of 2414 Orchard Street named several concerns on the Lynch parcel regarding the design of long narrow parcels; the proximity of the street at the northern portion of the subdivision to Silver Stream; the large lots drawn into the flood plain; and sewer line access. Alderman Patrick said he would help answer Mr. Livingston's questions outside the meeting forum.

Mayor Alexander closed the public hearing at 7:52 p.m.

At 7:53 p.m., Mayor Alexander opened a public hearing of Ordinance 15-12, an ordinance to amend Article 2.2.3 and Article 2.2.5 of the Town of Nolensville's Zoning Ordinance #04-09, pertaining to residential zoning districts. With no comments, the public hearing was closed at 7:53 p.m.

Mayor Alexander opened a public hearing of Ordinance 15-13, an ordinance to amend the Town of Nolensville's Zoning Ordinance #04-09, pertaining to Article 2.2.2, SR zoning district, at 7:53 p.m. With no comments, the public hearing was declared closed at 7:54 p.m.

At 7:54 p.m., Mayor Alexander opened a public hearing of Ordinance 15-14, an ordinance to amend the Town of Nolensville's Zoning Ordinance #04-09, pertaining to Article 2.2.10, planned commercial districts. With no comments, the public hearing was closed at 7:55 p.m.

Then, at 7:55 p.m., Mayor Alexander opened a public hearing of Ordinance 15-15, an ordinance to amend Appendix B of the Town of Nolensville's Zoning Ordinance #04-09, pertaining to landscaping and buffering required for planned unit developments and planned commercial districts. With no comments, the public hearing was declared closed at 7:55 p.m.

Mayor Alexander announced that the applicant requested a deferral of the second reading of Ordinance 15-10, an ordinance to adopt a concept plan for a planned unit development (P.U.D.) overlay known as Nolen Estates located on Sam Donald Road.

Mayor Alexander then made a motion to approve Ordinance 15-17, an ordinance to amend certain fee policies related to residential building permits, seconded by Alderman Snyder. Alderman Dugger reiterated that Ordinance 15-17 replaces Ordinance 15-16. After some discussion, Ordinance 15-17 was approved unanimously on first reading.

Mayor Alexander made a motion to approve Ordinance 15-18, an ordinance to amend Title 8, Chapter 109 of the Nolensville Municipal Code, pertaining to the sale and distribution of beer. Alderman Dugger seconded the motion. After a lengthy discussion, the motion passed unanimously on first reading.

Mayor Alexander made a motion to approve Ordinance 15-19 an ordinance to amend Article 8 and Appendix A of Zoning Ordinance #04-09 of the Town of Nolensville, Tennessee, pertaining to lighting performance standards and sign ordinance standards. Alderman Felts seconded the motion. After a lengthy discussion, the approval passed unanimously on first reading.

Mayor Alexander made a motion to approve Ordinance 15-20, an ordinance to amend Title 15 of the Town of Nolensville Municipal Code, pertaining to speed limit on a portion of Nolensville Road, with Alderman Felts' second. After a brief explanation from Town Engineer Don Swartz and short discussion, the motion passed unanimously.

Mayor Alexander made a motion to approve Resolution 15-29, a resolution to enter into an agreement and authorize the use of funds to participate in a Governor's Highway Safety Program grant by and between the State of Tennessee Department of Traffic Safety and the Town of Nolensville, Tennessee, with funds to be used for overtime. Alderman Patrick seconded the motion, which passed unanimously.

The next agenda item, Resolution 15-30, was considered earlier in the evening.

Mayor Alexander made a motion to approve Resolution 15-31, a resolution appointing Town personnel as co-treasurers, seconded by Alderman Felts. There was considerable discussion on separation of duties and audit scrutiny. Following the discussion, the approval passed unanimously.

Under “other” items, the Mayor announced that the Kids Triathlon was a huge success with 261 youth participants, and the organizers are planning to hold the event again next year. There will be a transportation summit on September 21 with local mayors and Governor Haslam. There were six residential permits in August. Alderman Felts said the Lion’s Club will hold a pancake breakfast on September 26th, and Alderman Snyder announced the Christmas tree lighting will be December 7th.

Mayor Alexander adjourned the meeting at 8:38 p.m.

Respectfully submitted,

Approved,

Kali Mogul
Town Recorder

Jimmy Alexander
Mayor

Cash on Hand Report as of 8/31/15

Bank Account	Financial Institution	Interest Rate	Balance	Fund Total
General Fund:				
Rainy Day Fund	Peoples State Bank of Commerce	0.81%	\$152,779.42	
Legal Fund	Peoples State Bank of Commerce	0.81%	\$3,319.55	
Growth Fund	Peoples State Bank of Commerce	0.81%	\$87,356.00	
Local Investment	State of Tennessee	0.09%	\$3,765.21	
Checking	Peoples State Bank of Commerce	0.81%	\$15,355.58	
Savings	Peoples State Bank of Commerce	0.81%	\$2,622,131.12	
		General Fund Total		\$2,884,706.88
Facilities Tax:				
Checking	Peoples State Bank of Commerce	0.00%	\$495.02	
Money Market	Peoples State Bank of Commerce	0.85%	\$2,055,129.94	
Capital Funds	Peoples State Bank of Commerce	0.81%	\$37,087.61	
		Facilities Tax Total		\$2,092,712.57
Impact Fee:				
Impact Checking	Peoples State Bank of Commerce	0.00%	\$209.33	
Impact Base	Peoples State Bank of Commerce	0.81%	\$3,264,794.91	
Impact 25%	Peoples State Bank of Commerce	0.81%	\$44,270.52	
		Impact Fee Total		\$3,309,274.76
Drug Fund:				
Drug Fund	Peoples State Bank of Commerce	0.81%	\$13,613.21	
		Drug Fund Total		\$13,613.21
State Street Aid:				
Local Investment	State of Tennessee	0.09%	\$5,590.35	
Checking	Peoples State Bank of Commerce	0.00%	\$287.58	
Savings	Peoples State Bank of Commerce	0.81%	\$271,235.18	
		State Street Aid Total		\$277,113.11
County School:				
County 30%-Checking	Peoples State Bank of Commerce	0.00%	\$18.56	
County 30%-Save	Peoples State Bank of Commerce	0.81%	\$337,762.30	
		County School Fund Total		\$337,780.86
Debt Service:				
Debt Service-Checking	Peoples State Bank of Commerce	0.00%	\$0.00	
Debt Service-Save	Peoples State Bank of Commerce	0.81%	\$974,094.77	
		Debt Service Fund Total		\$974,094.77
		Total Cash On Hand		<u><u>\$9,889,296.16</u></u>

Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
110-410-41000	0.00	\$ (52.14)	\$ 344,922.00	\$ 650.96	99.81%
110-410-41140	0.00	577.14	5,000.00	577.14	88.46%
110-410-42300	0.00	135.21	500.00	135.21	72.96%
110-410-42500	0.00	38,837.78	391,000.00	73,601.48	81.18%
110-410-42540	0.00	7,145.34	54,000.00	13,720.13	74.59%
110-410-42550	0.00	6,264.09	78,000.00	15,637.50	79.95%
110-410-42670	0.00	0.00	55,000.00	2,581.84	95.31%
110-410-42680	0.00	21,782.37	85,000.00	25,560.86	69.93%
110-410-42910	0.00	0.00	1,300.00	250.00	80.77%
110-410-42920	0.00	500.00	6,920.00	500.00	92.77%
110-410-44310	0.00	55,040.40	599,168.00	94,027.47	84.31%
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	0.00	100.00%
110-410-44340	0.00	594.50	21,600.00	1,188.00	94.50%
110-410-44370	0.00	1,345.45	16,268.80	2,342.06	85.60%
110-410-44500	0.00	61.22	90,867.20	131.48	99.86%
110-410-44610	0.00	22.65	75.00	45.00	40.00%
110-410-45600	0.00	1,932.19	17,000.00	3,820.03	77.53%
110-410-45675	0.00	125.00	21,950.00	1,625.00	92.60%
110-410-45695	0.00	0.00	600.00	253.58	57.74%
Total GENERAL GOVERNMENT Revenues	0.00	134,311.20	1,843,139.00	319,296.79	82.68%
ENGINEERING Revenues					
110-420-43010	0.00	32,913.64	310,430.00	69,358.46	77.66%
110-420-43011	0.00	1,016.20	4,000.00	2,197.33	45.07%
110-420-43012	0.00	850.00	3,750.00	1,750.00	53.33%
110-420-43015	0.00	25.00	100.00	25.00	75.00%
110-420-43030	0.00	1,677.00	16,465.00	4,580.00	72.18%
110-420-43035	0.00	2,700.00	18,500.00	5,200.00	71.89%
110-420-43040	0.00	2,550.00	27,750.00	5,400.00	80.54%
110-420-43050	0.00	0.00	4,000.00	0.00	100.00%
110-420-43060	0.00	1,805.13	11,100.00	4,377.13	60.57%
110-420-43080	0.00	550.00	4,000.00	1,350.00	66.25%
110-420-43090	0.00	0.00	2,100.00	650.00	69.05%
110-420-43095	0.00	2,525.00	24,696.00	6,207.50	74.86%
110-420-43100	0.00	0.00	5,400.00	400.00	92.59%
110-420-43120	0.00	25.00	250.00	50.00	80.00%
110-420-43130	0.00	0.00	200.00	0.00	100.00%
110-420-44513	0.00	1,327.16	13,875.00	2,997.40	78.40%
110-420-45645	0.00	74.00	300.00	237.00	21.00%
Total ENGINEERING Revenues	0.00	48,038.13	446,916.00	104,779.82	76.55%
POLICE Revenues					
110-430-45680	0.00	0.00	116,629.00	0.00	100.00%
110-430-46000	0.00	156.75	4,000.00	2,019.32	49.52%
110-430-47000	0.00	14,310.71	125,000.00	30,805.24	75.36%

Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total POLICE Revenues	0.00	14,467.46	245,629.00	32,824.56	86.64%
Total GENERAL FUND Revenues	0.00 \$	196,816.79 \$	2,535,684.00 \$\$	456,901.17	81.98%
Expenditures					
BOMA Expenditures					
110-400-51100 SALARIES	0.00 \$	1,500.00 \$	18,000.00 \$\$	3,000.00	83.33%
110-400-51400 EMPLOYER CONTRIBUTIONS	0.00	114.76	1,377.00	229.52	83.33%
110-400-52000 CONTRACTUAL SERVICES	0.00	0.00	1,500.00	0.00	100.00%
110-400-52350 MEMBERSHIPS REGISTRATION FEES	0.00	0.00	9,076.00	3,522.73	61.19%
110-400-52400 CELLULAR TELEPHONE	0.00	68.51	660.00	118.14	82.10%
110-400-52500 PROFESSIONAL SERVICES	0.00	0.00	5,200.00	0.00	100.00%
110-400-52520 LEGAL SERVICES	0.00	2,700.00	32,400.00	5,400.00	83.33%
110-400-52800 TRAVEL	0.00	0.00	1,080.00	981.45	9.13%
110-400-55100 LIABILITY INSURANCE	0.00	0.00	3,806.00	0.00	100.00%
110-400-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	166.70	0.00	100.00%
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	0.00	100.00%
110-400-57710 TREES N TRAILS	0.00	0.00	1,000.00	0.00	100.00%
110-400-57720 ECONOMIC DEVELOPMENT	0.00	0.00	5,000.00	5,000.00	0.00%
110-400-57740 TOURISM	0.00	0.00	1,000.00	0.00	100.00%
110-400-57760 TOWN EVENTS	0.00	0.00	28,690.00	3,309.34	88.47%
110-400-57880 OTHER BOMA/EMPLOYEE SERVICE	0.00	41.83	2,500.00	209.76	91.61%
Total BOMA Expenditures	0.00	4,425.10	116,455.70	21,770.94	81.31%
GENERAL GOVERNMENT Expenditures					
110-410-51100 SALARIES	0.00	14,057.35	224,593.88	35,089.90	84.38%
110-410-51400 EMPLOYER CONTRIBUTIONS	0.00	1,071.74	17,181.43	2,680.73	84.40%
110-410-51420 HOSPITAL AND HEALTH INSURANCE	0.00	2,419.52	26,853.00	4,839.04	81.98%
110-410-51430 EMPLOYEE RETIREMENT PLAN	0.00	251.62	6,520.78	625.95	90.40%
110-410-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	333.00	0.00	100.00%
110-410-52110 POSTAGE BOX RENT ETC	0.00	136.00	1,000.00	192.00	80.80%
110-410-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	1,000.00	0.00	100.00%
110-410-52350 MEMBERSHIPS REGISTRATION FEES	0.00	200.00	3,914.00	200.00	94.89%
110-410-52400 CELLULAR TELEPHONE	0.00	112.34	1,500.00	376.53	74.90%
110-410-52500 PROFESSIONAL SERVICES	0.00	0.00	4,800.00	0.00	100.00%
110-410-52600 REPAIR AND MAINTENANCE SERVICES	0.00	49.04	1,653.00	114.91	93.05%
110-410-52800 TRAVEL	0.00	51.70	1,300.00	94.66	92.72%
110-410-53100 OFFICE SUPPLIES AND MATERIALS	0.00	32.10	1,200.00	60.57	94.95%
110-410-55100 LIABILITY INSURANCE	0.00	0.00	3,796.00	0.00	100.00%
110-410-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	531.51	0.00	100.00%
110-410-55510 TRUSTEE FEES	0.00	29.57	10,000.00	29.57	99.70%
110-410-55900 50% STATE MIXED DRINK TAX	0.00	297.25	10,800.00	594.00	94.50%
110-410-57800 MOVING EXPENSES	0.00	0.00	0.00	1,283.01	0.00%
Total GENERAL GOVERNMENT Expenditures	0.00	18,708.23	316,976.60	46,180.87	85.43%
COURT Expenditures					
110-415-51100 SALARIES	0.00	5,670.90	79,537.21	13,302.43	83.28%
110-415-51400 EMPLOYER CONTRIBUTIONS	0.00	433.81	6,084.60	1,017.61	83.28%

Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-415-51420 HOSPITAL AND HEALTH INSURANCE	0.00	709.76	8,737.00	1,419.52	83.75%
110-415-51430 EMPLOYEE RETIREMENT PLAN	0.00	74.24	965.12	185.60	80.77%
110-415-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	180.00	0.00	100.00%
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	7.67	96.87%
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	148.90	2,651.00	225.50	91.49%
110-415-52800 TRAVEL	0.00	0.00	1,200.00	0.00	100.00%
110-415-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	400.00	40.39	89.90%
110-415-55100 LIABILITY INSURANCE	0.00	0.00	3,796.00	0.00	100.00%
110-415-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	161.88	0.00	100.00%
Total COURT Expenditures	0.00	7,037.61	104,554.81	16,198.72	84.51%
ENGINEERING Expenditures					
110-420-51100 SALARIES	0.00	6,327.34	87,688.38	15,818.35	81.96%
110-420-51400 EMPLOYER CONTRIBUTIONS	0.00	484.04	6,708.16	1,210.10	81.96%
110-420-51420 HOSPITAL AND HEALTH INSURANCE	0.00	709.76	8,737.00	1,419.52	83.75%
110-420-51430 EMPLOYEE RETIREMENT PLAN	0.00	156.92	2,174.67	392.30	81.96%
110-420-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	90.00	0.00	100.00%
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	0.00	100.00%
110-420-52350 MEMBERSHIPS REGISTRATION FEES	0.00	135.00	655.00	135.00	79.39%
110-420-52540 ARCHITECTURAL AND ENGINEERING	0.00	2,058.00	10,000.00	2,058.00	79.42%
110-420-52600 REPAIR AND MAINTENANCE SERVICES	0.00	118.92	1,644.00	249.62	84.82%
110-420-52800 TRAVEL	0.00	0.00	100.00	0.00	100.00%
110-420-53100 OFFICE SUPPLIES AND MATERIALS	0.00	5.24	250.00	28.11	88.76%
110-420-55100 LIABILITY INSURANCE	0.00	0.00	3,776.00	0.00	100.00%
110-420-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	655.58	0.00	100.00%
110-420-57915 MS4	0.00	0.00	28,640.00	7,056.00	75.36%
Total ENGINEERING Expenditures	0.00	9,995.22	151,893.79	28,367.00	81.32%
PLANNING Expenditures					
110-425-51100 SALARIES	0.00	6,528.78	90,479.89	16,321.95	81.96%
110-425-51400 EMPLOYER CONTRIBUTIONS	0.00	499.46	6,921.71	1,248.65	81.96%
110-425-51420 HOSPITAL AND HEALTH INSURANCE	0.00	2,103.86	11,319.00	2,808.70	75.19%
110-425-51430 EMPLOYEE RETIREMENT PLAN	0.00	161.92	2,243.90	404.80	81.96%
110-425-51470 UNEMPLOYMENT INSURANCE	0.00	0.00	117.00	0.00	100.00%
110-425-52110 POSTAGE BOX RENT ETC	0.00	0.00	175.00	18.04	89.69%
110-425-52310 PUBLICATION OF LEGAL NOTICES	0.00	0.00	600.00	0.00	100.00%
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	2,092.50	112,350.00	4,860.50	95.67%
110-425-52570 PLANNING AND ZONING SERVICES	0.00	0.00	75.00	0.00	100.00%
110-425-52600 REPAIR AND MAINTENANCE SERVICES	0.00	118.92	1,469.00	249.62	83.01%
110-425-52800 TRAVEL	0.00	0.00	2,000.00	0.00	100.00%
110-425-53100 OFFICE SUPPLIES AND MATERIALS	0.00	(106.24)	1,000.00	219.06	78.09%
110-425-55100 LIABILITY INSURANCE	0.00	0.00	2,956.00	0.00	100.00%
110-425-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	598.18	0.00	100.00%
110-425-57920 REIMBURSABLE ENGINEER SERVICE	0.00	74.00	300.00	237.00	21.00%

Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total PLANNING Expenditures	0.00	11,473.20	234,399.68	29,168.32	87.56%
CODES Expenditures					
110-428-51100 SALARIES	0.00	8,353.68	92,981.12	18,572.89	80.03%
110-428-51370 CODES UNIFORMS	0.00	0.00	0.00	125.00	0.00%
110-428-51400 EMPLOYER CONTRIBUTIONS	0.00	639.06	7,113.06	1,420.83	80.03%
110-428-51420 HOSPITAL AND HEALTH INSURANCE	0.00	10.25	17,474.20	1,419.52	91.88%
110-428-51430 EMPLOYEE RETIREMENT PLAN	0.00	168.72	2,305.93	422.13	81.69%
110-428-51470 UNEMPLOYMENT INSURANCE	0.00	15.50	180.00	15.50	91.39%
110-428-52110 POSTAGE BOX RENT ETC	0.00	0.00	98.00	0.00	100.00%
110-428-52350 MEMBERSHIPS REGISTRATION FEES	0.00	60.00	710.00	100.00	85.92%
110-428-52540 ARCHITECTURAL AND ENGINEERING	0.00	450.00	1,800.00	952.50	47.08%
110-428-52600 REPAIR AND MAINTENANCE SERVICES	0.00	118.92	2,771.00	249.62	90.99%
110-428-52610 REPAIR AND MAINTENANCE MOTOR	0.00	0.00	580.00	24.43	95.79%
110-428-52800 TRAVEL	0.00	0.00	1,889.00	0.00	100.00%
110-428-53100 OFFICE SUPPLIES AND MATERIALS	0.00	37.80	800.00	60.66	92.42%
110-428-53310 VEHICLE GAS	0.00	114.01	1,500.00	114.01	92.40%
110-428-55100 LIABILITY INSURANCE	0.00	0.00	4,238.00	0.00	100.00%
110-428-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	1,638.36	0.00	100.00%
Total CODES Expenditures	0.00	9,967.94	136,078.67	23,477.09	82.75%
POLICE Expenditures					
110-430-51100 SALARIES	0.00	26,944.59	424,615.62	68,168.42	83.95%
110-430-51130 OVERTIME SALARIES	0.00	128.38	15,000.00	931.75	93.79%
110-430-51360 POLICE CLOTHING/UNIFORMS	0.00	246.00	7,000.00	971.50	86.12%
110-430-51400 EMPLOYER CONTRIBUTIONS	0.00	2,071.09	32,483.09	5,286.17	83.73%
110-430-51420 HOSPITAL AND HEALTH INSURANCE	0.00	5,678.08	83,002.30	11,371.74	86.30%
110-430-51430 EMPLOYEE RETIREMENT PLAN	0.00	671.40	10,411.88	1,713.66	83.54%
110-430-51470 UNEMPLOYMENT INSURANCE	0.00	28.58	900.00	72.76	91.92%
110-430-52000 CONTRACTUAL SERVICES	0.00	0.00	8,000.00	2,000.00	75.00%
110-430-52110 POSTAGE BOX RENT ETC	0.00	0.00	150.00	0.00	100.00%
110-430-52200 PRINTING/DUPLICATION	0.00	876.15	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	575.00	2,533.00	900.00	64.47%
110-430-52355 TRAINING AND AMMUNITION	0.00	0.00	28,203.00	0.00	100.00%
110-430-52360 PUBLIC RELATIONS/SPECIAL EVENTS	0.00	350.95	1,150.00	745.94	35.14%
110-430-52450 TELEPHONE AND OTHER	0.00	279.45	4,039.00	558.90	86.16%
110-430-52500 PROFESSIONAL SERVICES	0.00	0.00	1,800.00	0.00	100.00%
110-430-52590 EMERGENCY NOTIFICATION	0.00	0.00	2,000.00	1,520.00	24.00%
110-430-52600 REPAIR AND MAINTENANCE SERVICES	0.00	1,039.92	5,759.00	1,172.08	79.65%
110-430-52610 REPAIR AND MAINTENANCE MOTOR	0.00	3,553.17	10,000.00	7,246.85	27.53%
110-430-52800 TRAVEL	0.00	208.88	300.00	208.88	30.37%
110-430-53100 OFFICE SUPPLIES AND MATERIALS	0.00	193.00	1,200.00	475.08	60.41%
110-430-53110 EVIDENCE SUPPLIES & EQUIPMENT	0.00	0.00	500.00	0.00	100.00%
110-430-53290 OTHER OPERATING SUPPLIES	0.00	175.00	500.00	175.00	65.00%
110-430-53310 VEHICLE GAS	0.00	1,717.82	28,000.00	3,370.88	87.96%
110-430-55100 LIABILITY INSURANCE	0.00	0.00	21,152.00	0.00	100.00%
110-430-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	19,087.97	0.00	100.00%
110-430-57400 SAFE STREETS GRANT	0.00	0.00	33,270.00	0.00	100.00%

Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-430-59000 CAPITAL OUTLAY	0.00	500.00	4,000.00	500.00	87.50%
Total POLICE Expenditures	0.00	45,237.46	747,156.86	109,293.56	85.37%
FIRE Expenditures					
110-440-52000 CONTRACTUAL SERVICES	0.00	11,943.75	143,325.00	23,887.50	83.33%
Total FIRE Expenditures	0.00	11,943.75	143,325.00	23,887.50	83.33%
STREET Expenditures					
110-450-51100 SALARIES	0.00	9,070.75	137,301.37	22,278.65	83.77%
110-450-51130 OVERTIME SALARIES	0.00	0.00	600.00	165.93	72.35%
110-450-51350 PUBLIC WORKS UNIFORMS	0.00	0.00	400.00	0.00	100.00%
110-450-51400 EMPLOYER CONTRIBUTIONS	0.00	690.25	10,503.55	1,709.64	83.72%
110-450-51420 HOSPITAL AND HEALTH INSURANCE	0.00	2,114.11	17,538.00	2,813.62	83.96%
110-450-51430 EMPLOYEE RETIREMENT PLAN	0.00	102.00	1,929.46	255.00	86.78%
110-450-51470 UNEMPLOYMENT INSURANCE	0.00	30.91	450.00	63.30	85.93%
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	0.00	100.00%
110-450-52410 ELECTRIC	0.00	0.00	2,000.00	24.29	98.79%
110-450-52470 STREET LIGHTING (ELECTRIC AND	0.00	0.00	4,200.00	334.30	92.04%
110-450-52490 SNOW REMOVAL	0.00	0.00	2,000.00	0.00	100.00%
110-450-52500 PROFESSIONAL SERVICES	0.00	125.00	0.00	125.00	0.00%
110-450-52600 REPAIR AND MAINTENANCE SERVICES	0.00	44.99	1,729.00	142.77	91.74%
110-450-52610 REPAIR AND MAINTENANCE MOTOR	0.00	566.18	5,369.00	1,051.17	80.42%
110-450-52620 REPAIR AND MAINTENANCE OTHER	0.00	604.58	3,500.00	760.82	78.26%
110-450-52650 REPAIR AND MAINTENANCE	0.00	0.00	2,000.00	0.00	100.00%
110-450-52800 TRAVEL	0.00	0.00	500.00	0.00	100.00%
110-450-53100 OFFICE SUPPLIES AND MATERIALS	0.00	0.00	100.00	0.00	100.00%
110-450-53120 SMALL ITEMS OF EQUIPMENT	0.00	72.66	2,000.00	282.66	85.87%
110-450-53310 VEHICLE GAS	0.00	827.33	8,000.00	1,330.07	83.37%
110-450-53420 SIGN PARTS AND SUPPLIES	0.00	29.37	1,000.00	185.83	81.42%
110-450-55100 LIABILITY INSURANCE	0.00	0.00	6,094.00	0.00	100.00%
110-450-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	2,685.56	0.00	100.00%
110-450-59320 DRAINAGE IMPROVEMENT	0.00	0.00	4,000.00	0.00	100.00%
Total STREET Expenditures	0.00	14,278.13	224,577.75	39,891.86	82.24%
BUILDING Expenditures					
110-460-51100 SALARIES	0.00	335.28	8,820.75	1,557.14	82.35%
110-460-51400 EMPLOYER CONTRIBUTIONS	0.00	25.64	674.79	119.11	82.35%
110-460-51470 UNEMPLOYMENT INSURANCE	0.00	3.35	88.21	15.57	82.35%
110-460-52410 ELECTRIC	0.00	0.00	35,000.00	3,043.90	91.30%
110-460-52420 WATER	0.00	677.62	2,800.00	935.85	66.58%
110-460-52440 GAS	0.00	0.00	500.00	39.84	92.03%
110-460-52450 TELEPHONE AND OTHER	0.00	1,101.28	14,520.00	2,207.49	84.80%
110-460-52600 REPAIR AND MAINTENANCE SERVICES	0.00	395.69	14,815.00	1,083.00	92.69%
110-460-52650 REPAIR AND MAINTENANCE	0.00	18.01	3,900.00	18.01	99.54%
110-460-53200 JANITORIAL SUPPLIES	0.00	84.83	6,250.00	787.79	87.40%
110-460-53230 LANDSCAPING	0.00	64.57	4,000.00	125.17	96.87%
110-460-55100 LIABILITY INSURANCE	0.00	0.00	6,574.00	0.00	100.00%

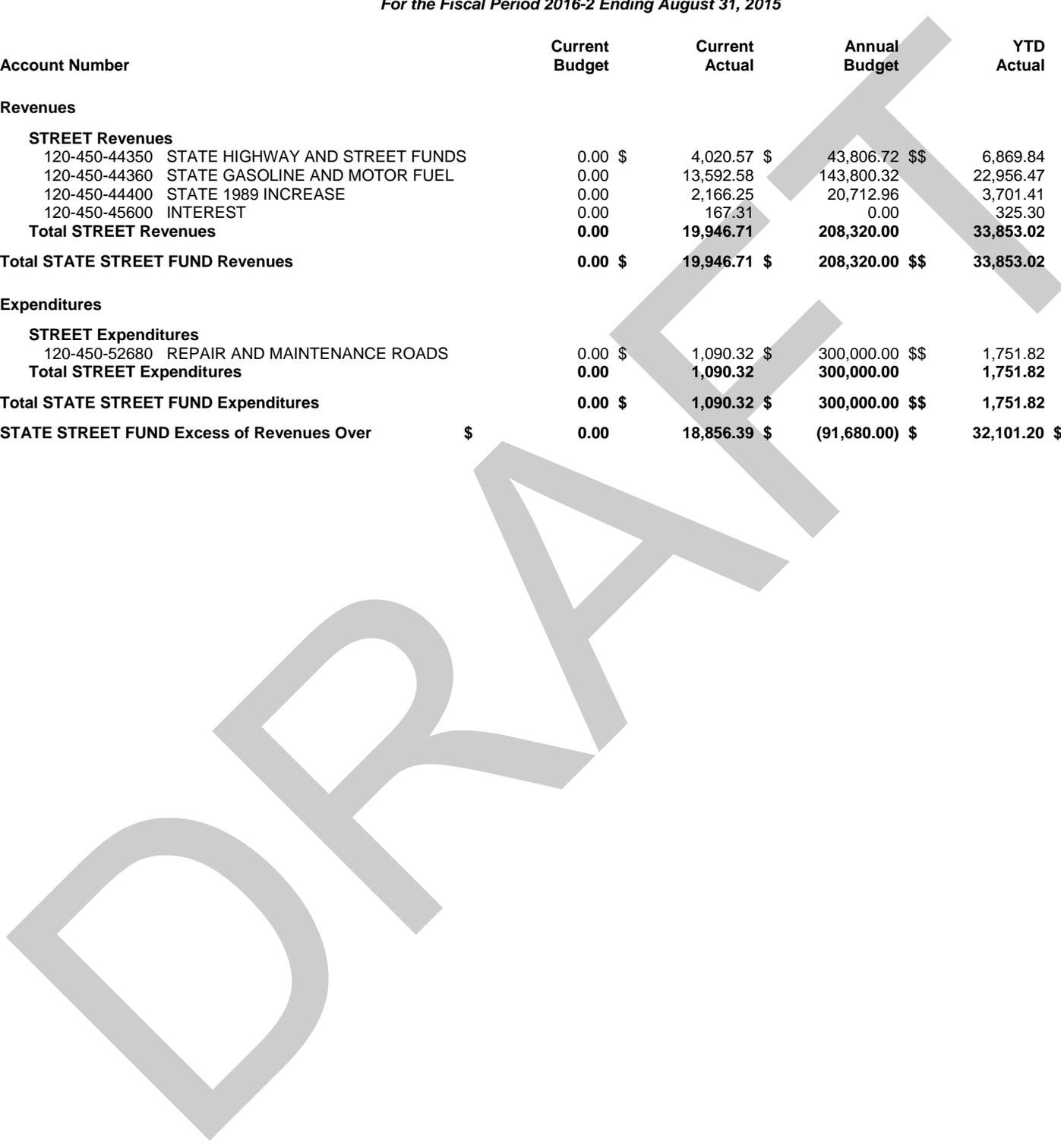
Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For GENERAL FUND (110)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
110-460-55150 WORKERS COMPENSATION INSURANCE	0.00	0.00	411.66	0.00	100.00%
110-460-59000 CAPITAL OUTLAY	0.00	0.00	12,500.00	0.00	100.00%
Total BUILDING Expenditures	0.00	2,706.27	110,854.41	9,932.87	91.04%
Total GENERAL FUND Expenditures	0.00 \$	135,772.91 \$	2,286,273.27 \$\$	348,168.73	84.77%
GENERAL FUND Excess of Revenues Over Expenditures \$	0.00	61,043.88 \$	249,410.73 \$	108,732.44 \$	56.40%

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Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For STATE STREET FUND (120)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
STREET Revenues					
120-450-44350 STATE HIGHWAY AND STREET FUNDS	0.00 \$	4,020.57 \$	43,806.72 \$\$	6,869.84	84.32%
120-450-44360 STATE GASOLINE AND MOTOR FUEL	0.00	13,592.58	143,800.32	22,956.47	84.04%
120-450-44400 STATE 1989 INCREASE	0.00	2,166.25	20,712.96	3,701.41	82.13%
120-450-45600 INTEREST	0.00	167.31	0.00	325.30	0.00%
Total STREET Revenues	0.00	19,946.71	208,320.00	33,853.02	83.75%
Total STATE STREET FUND Revenues	0.00 \$	19,946.71 \$	208,320.00 \$\$	33,853.02	83.75%
Expenditures					
STREET Expenditures					
120-450-52680 REPAIR AND MAINTENANCE ROADS	0.00 \$	1,090.32 \$	300,000.00 \$\$	1,751.82	99.42%
Total STREET Expenditures	0.00	1,090.32	300,000.00	1,751.82	99.42%
Total STATE STREET FUND Expenditures	0.00 \$	1,090.32 \$	300,000.00 \$\$	1,751.82	99.42%
STATE STREET FUND Excess of Revenues Over	\$ 0.00	18,856.39 \$	(91,680.00) \$	32,101.20 \$	135.01%

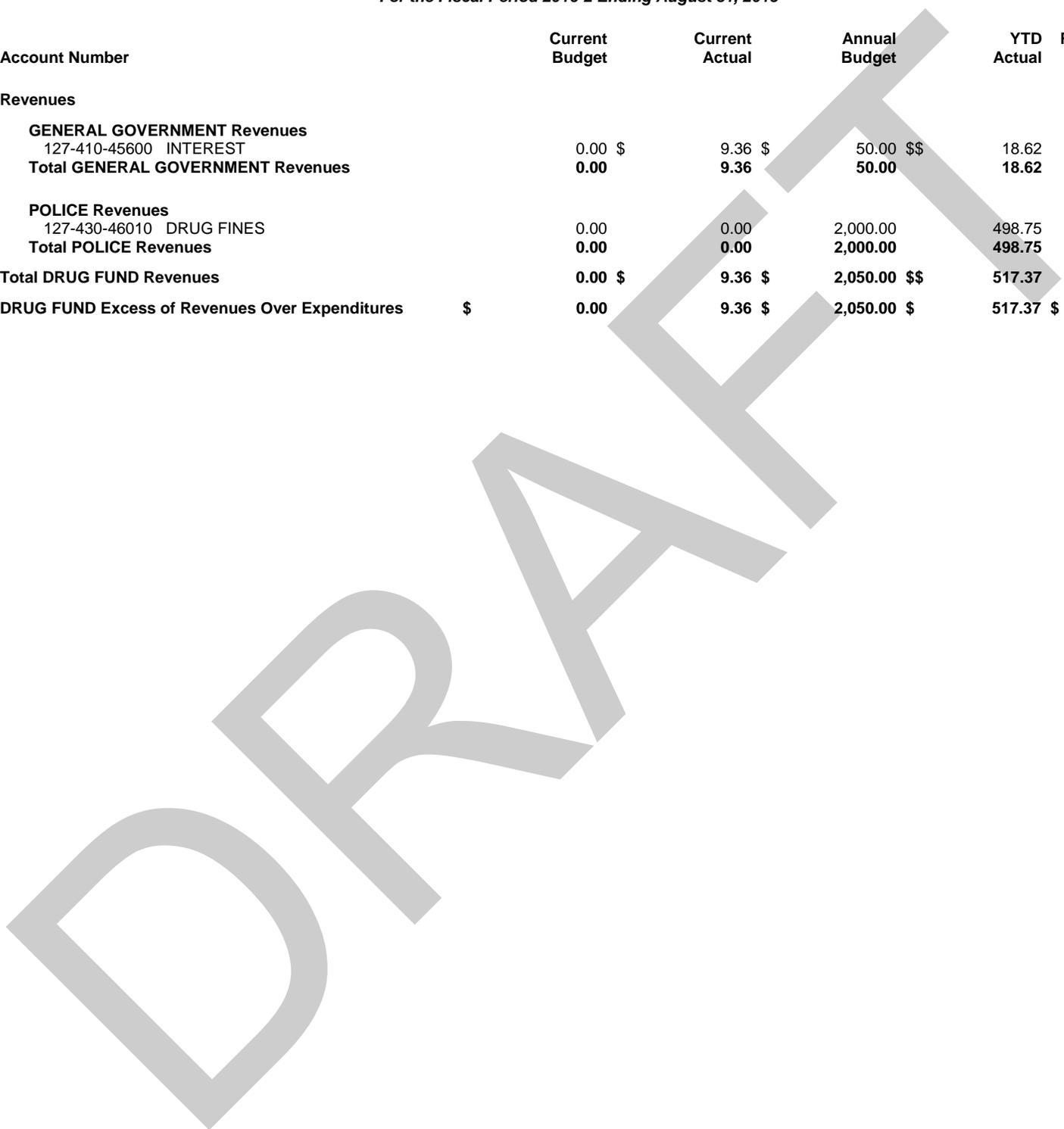


Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For IMPACT FEE (125)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
125-410-45600 INTEREST	0.00 \$	2,266.95 \$	10,000.00 \$\$	4,490.03	55.10%
Total GENERAL GOVERNMENT Revenues	0.00	2,266.95	10,000.00	4,490.03	55.10%
ENGINEERING Revenues					
125-420-44515 IMPACT FEES	0.00	49,768.64	526,695.00	112,402.64	78.66%
125-420-44517 IMPACT FEE-25%	0.00	16,133.00	175,565.00	37,011.00	78.92%
125-420-44518 IMPACT FEE 25%-COMMERCIAL	0.00	456.55	0.00	456.55	0.00%
Total ENGINEERING Revenues	0.00	66,358.19	702,260.00	149,870.19	78.66%
Total IMPACT FEE Revenues	0.00 \$	68,625.14 \$	712,260.00 \$\$	154,360.22	78.33%
Expenditures					
STREET Expenditures					
125-450-53450 SUNSET ROAD WIDENING	0.00 \$	41,882.01 \$	145,750.00 \$\$	41,882.01	71.26%
Total STREET Expenditures	0.00	41,882.01	145,750.00	41,882.01	71.26%
Total IMPACT FEE Expenditures	0.00 \$	41,882.01 \$	145,750.00 \$\$	41,882.01	71.26%
IMPACT FEE Excess of Revenues Over Expenditures	\$ 0.00	26,743.13 \$	566,510.00 \$	112,478.21 \$	80.15%

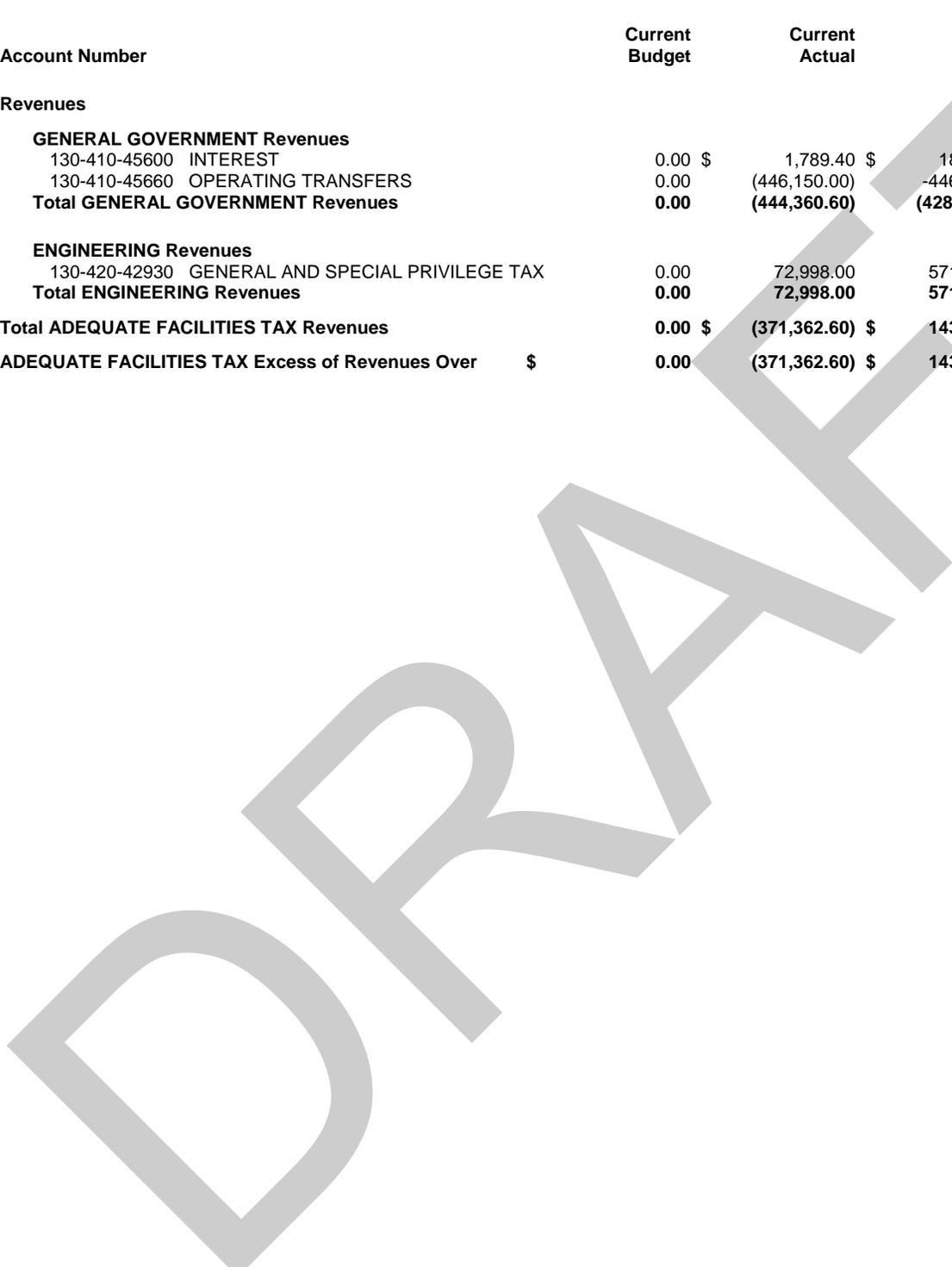
Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For DRUG FUND (127)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
127-410-45600 INTEREST	0.00 \$	9.36 \$	50.00 \$\$	18.62	62.76%
Total GENERAL GOVERNMENT Revenues	0.00	9.36	50.00	18.62	62.76%
POLICE Revenues					
127-430-46010 DRUG FINES	0.00	0.00	2,000.00	498.75	75.06%
Total POLICE Revenues	0.00	0.00	2,000.00	498.75	75.06%
Total DRUG FUND Revenues	0.00 \$	9.36 \$	2,050.00 \$\$	517.37	74.76%
DRUG FUND Excess of Revenues Over Expenditures	\$ 0.00	\$ 9.36	\$ 2,050.00	\$ 517.37	74.76%



Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For ADEQUATE FACILITIES TAX (130)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
130-410-45600 INTEREST	0.00 \$	1,789.40 \$	18,000.00 \$\$	3,535.74	80.36%
130-410-45660 OPERATING TRANSFERS	0.00	(446,150.00)	-446,150.00	(446,150.00)	0.00%
Total GENERAL GOVERNMENT Revenues	0.00	(444,360.60)	(428,150.00)	(442,614.26)	(3.38%)
ENGINEERING Revenues					
130-420-42930 GENERAL AND SPECIAL PRIVILEGE TAX	0.00	72,998.00	571,280.00	140,672.00	75.38%
Total ENGINEERING Revenues	0.00	72,998.00	571,280.00	140,672.00	75.38%
Total ADEQUATE FACILITIES TAX Revenues	0.00 \$	(371,362.60) \$	143,130.00 \$\$	(301,942.26)	310.96%
ADEQUATE FACILITIES TAX Excess of Revenues Over \$	0.00	(371,362.60) \$	143,130.00 \$	(301,942.26) \$	310.96%



Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For WILLIAMSON COUNTY 30% TAX (135)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
135-410-44525 WILLIAMSON COUNTY 30% SCHOOL TAX	0.00 \$	9,476.23 \$	86,400.00 \$\$	22,977.23	73.41%
135-410-45600 INTEREST	0.00	233.37	1,000.00	464.55	53.55%
135-410-45691 SMALL TOWN CONNECTION GRANT	0.00	0.00	909,600.00	0.00	100.00%
135-410-45692 SRTS GRANT	0.00	0.00	215,160.00	0.00	100.00%
Total GENERAL GOVERNMENT Revenues	0.00	9,709.60	1,212,160.00	23,441.78	98.07%
Total WILLIAMSON COUNTY 30% TAX Revenues	0.00 \$	9,709.60 \$	1,212,160.00 \$\$	23,441.78	98.07%
Expenditures					
GENERAL GOVERNMENT Expenditures					
135-410-56995 SAFE ROUTE TO SCHOOL GRANT	0.00 \$	3,757.18 \$	215,160.00 \$\$	3,757.18	98.25%
135-410-59111 TRANSPROTATION ENHANCEMENT	0.00	8,200.00	1,137,000.00	8,200.00	99.28%
Total GENERAL GOVERNMENT Expenditures	0.00	11,957.18	1,352,160.00	11,957.18	99.12%
Total WILLIAMSON COUNTY 30% TAX Expenditures	0.00 \$	11,957.18 \$	1,352,160.00 \$\$	11,957.18	99.12%
WILLIAMSON COUNTY 30% TAX Excess of Revenues Over \$	0.00	(2,247.58) \$	(140,000.00) \$	11,484.60 \$	108.20%

Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget
 For DEBT SERVICE (140)
 For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues					
GENERAL GOVERNMENT Revenues					
140-410-45600 INTEREST	0.00 \$	363.31 \$	2,400.00 \$\$	728.93	69.63%
140-410-45660 OPERATING TRANSFERS	0.00	0.00	446,150.00	0.00	100.00%
Total GENERAL GOVERNMENT Revenues	0.00	363.31	448,550.00	728.93	99.84%
Total DEBT SERVICE Revenues	0.00 \$	363.31 \$	448,550.00 \$\$	728.93	99.84%
Expenditures					
GENERAL GOVERNMENT Expenditures					
140-410-55350 DEBT SERVICE	0.00 \$	(442,032.66) \$	446,150.00 \$\$	(437,855.87)	198.14%
Total GENERAL GOVERNMENT Expenditures	0.00	(442,032.66)	446,150.00	(437,855.87)	198.14%
Total DEBT SERVICE Expenditures	0.00 \$	(442,032.66) \$	446,150.00 \$\$	(437,855.87)	198.14%
DEBT SERVICE Excess of Revenues Over Expenditures	\$ 0.00	442,395.97 \$	2,400.00 \$	438,584.80	\$(18174.37%)

Town of Nolensville
Statement of Revenue and Expenditures 9/14/2015 12:47pm
 Revised Budget

For the Fiscal Period 2016-2 Ending August 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	0.00 \$	(75,891.69) \$	5,262,154.00 \$	367,860.23 \$	93.01%
Total Expenditures	0.00 \$	(251,330.24) \$	4,530,333.27 \$	(34,096.13) \$	100.75%
Total Excess of Revenues Over Expenditures	0.00 \$	175,438.55 \$	731,820.73 \$	401,956.36 \$	45.07%

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ORDINANCE #15-19

**AN ORDINANCE TO AMEND ARTICLE 8 AND APPENDIX A OF ZONING
ORDINANCE #04-09 OF THE TOWN OF NOLENSVILLE, TENNESSEE
PERTAINING TO LIGHTING PERFORMANCE STANDARDS AND SIGN
ORDINANCE STANDARDS**

WHEREAS, the Town of Nolensville enacted Zoning Ordinance #04-09 in 2004. Prior to the enactment of #04-09, the Town enacted Ordinance #98-22 in 1998, which amended the initial Zoning Ordinance of the Town of Nolensville. Subsequent amendments have been enacted prior to the enactment of Ordinance 04-09; and,

WHEREAS, the Town of Nolensville Planning Commission has considered proposed revisions to and regulation of certain lighting on buildings and signs, particularly tubular, rope type, and similar high intensity lighting such as LED, fiber optics; and,

WHEREAS, the Town of Nolensville Planning Commission, on Tuesday, August 11, 2015, approved making recommendations to the Town of Nolensville Board of Mayor and Aldermen on amending Article 8 Operational Performance Standards and Appendix A Sign Regulations of the Zoning Ordinance; and,

WHEREAS, the Board of Mayor and Aldermen has conducted a public hearing on _____, 2015, thereon; and,

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN, that Zoning Ordinance #04-09 of the Town of Nolensville is hereby amended by revising said ordinance as follows:

Section 1. Article 8 Performance Standards under sections Article 8.2.5 that reads below:

8.2.5 **Prohibited Lighting** The following types of exterior lighting shall not be permitted:

Section A. that reads as follows:

- A. No flashing or neon lights, including fiber optics and other light sources giving a similar effect, shall be prohibited. This does not apply to seasonal holiday lighting and that which is used for temporary festivals.

Shall be amended to read as follows:

- A. No flashing, blinking, moving lights, or tubular lighting. Tubular lighting means lighting such as neon, gas, fiber optics, LED, or other similar forms of lighting installed around the exterior building façade, canopy, awning, architectural feature or any other structural component of the building outside area. This does not apply to seasonal holiday lighting and that which is used for temporary festivals.

Section 2. Appendix A Sign Regulations, Article 1.2.0 that offers the definition of Tubular Lighting and reads as follows:

Neon lighting that is used to accent a building feature to attract attention the structure.

Is amended to read as follows:

Tubular lighting means lighting such as neon, gas, fiber optics, or other similar forms of lighting installed around the exterior building façade, canopy, awning, architectural feature or any other structural component of the building outside area of any allowable wall signs, for the purpose of drawing visual attention to the business.

Section 3. Appendix A Sign Regulations, Article 1.10.2 that reads as follows:

Area Limitations by Type The following types of signs shall be classified as window signs:

- A. Permanent window signs shall not exceed ten percent (10%) of the total aggregate window area. Signs on doors shall not exceed ten percent (10%) of the door glass area for safety purposes.

Shall be amended to read as follows:

Area Limitations by Type The following types of signs shall be classified as window signs:

- A. Permanent window signs shall not exceed ten percent (10%) of the total aggregate window area. Signs on doors shall not exceed ten percent (10%) of the door glass area for safety purposes. Any lighting installed on the outside or the inside of the window and is permanent will be considered as part of the 10% window coverage allowed by the zoning ordinance.

Section 4. The provisions contained herein shall be incorporated in the Zoning Ordinance #04-09, as amended, which shall now be designated as Ordinance #04-09. The adoption of this ordinance is the adoption of the entire Zoning Ordinance as modified and amended by this ordinance and the Zoning Ordinance shall hereinafter be referred to as Ordinance #04-09.

Section 5. The Mayor and Board of Aldermen of the Town of Nolensville, Tennessee, hereby certify that these amendments have been submitted by the Planning Commission of the Town of Nolensville, and a notice of hearing thereof has been ordered of the time and place of said meeting and has been published in a newspaper circulated in the Town of Nolensville, Tennessee. This ordinance shall take effect immediately from the date of its final passage, the public welfare demanding it.

Jimmy Alexander, Mayor

Attest: _____

Town Recorder

Approved by: _____
Town Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

DRAFT

ORDINANCE #15-10

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

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

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

WHEREAS, the Board of Mayor and Aldermen held a public hearing on Thursday, August 6, 2015, on the proposed P.U.D. Concept Plan; and

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

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

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

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

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

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

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

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

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

DRAFT

Exhibit A



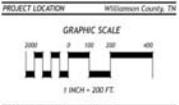
ESP Associates, P.A.
 P.O. Box 7930 3475 Lakewood Blvd
 Charlotte, NC 28241 Fort Mill, SC 29708
 NC - 704.564.4849 SC - 803.502.2449
 www.espsubsites.com

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PulteGroup
 Pulte Homes (Home) Limited Partnership
 330 Maitland Station Road, Suite 300
 Maitland, FL 32751

Nolen Estates

PUD Concept Plan



PROJECT NUMBER	CW35_100
DRAWING NAME	Nolen Estates - Rezoning Plan.pdf
DATE	April 7, 2015
DESIGN BY	JC
CHECKED BY	AMB

NO.	DATE	BY	REVISION
1	04/28/15	amb	Revised per Staff Comments & Survey
2	05/29/15	amb	Revised per Staff Comments & Survey

ORDINANCE #15-11

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

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

WHEREAS, the Nolensville Planning Commission met on Tuesday, July 14, 2015, and approved a recommendation to the Board of Mayor and Aldermen to adopt the Lynch Parcel Planned Unit Development located on Rocky Fork Road, property map 58, parcel 31.17; and,

WHEREAS, the Board of Mayor and Aldermen held a public hearing on September 3, 2015, on the proposed P.U.D. Concept Plan; and

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

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

Section 1. The Planned Unit Development Overlay shall be applied to properties known as Lynch PUD Concept Plan, located on Rocky Fork Road and identified as follows: property map 58, parcel 31.17, as shown on the Williamson County, Tennessee, Tax Maps.

Section 2. The concept plan as described to the Nolensville Planning Commission on July 14, 2015, was approved and recommended by the Nolensville Planning Commission to the Board of Mayor and Aldermen.

Section 3. Exhibit A attached to this ordinance reflects a revised cul-de-sac design as approved by the Board of Mayor and Aldermen at first reading.

Section 4. Any conditions approved by the Board of Mayor and Aldermen will be attached to this ordinance.

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

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

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

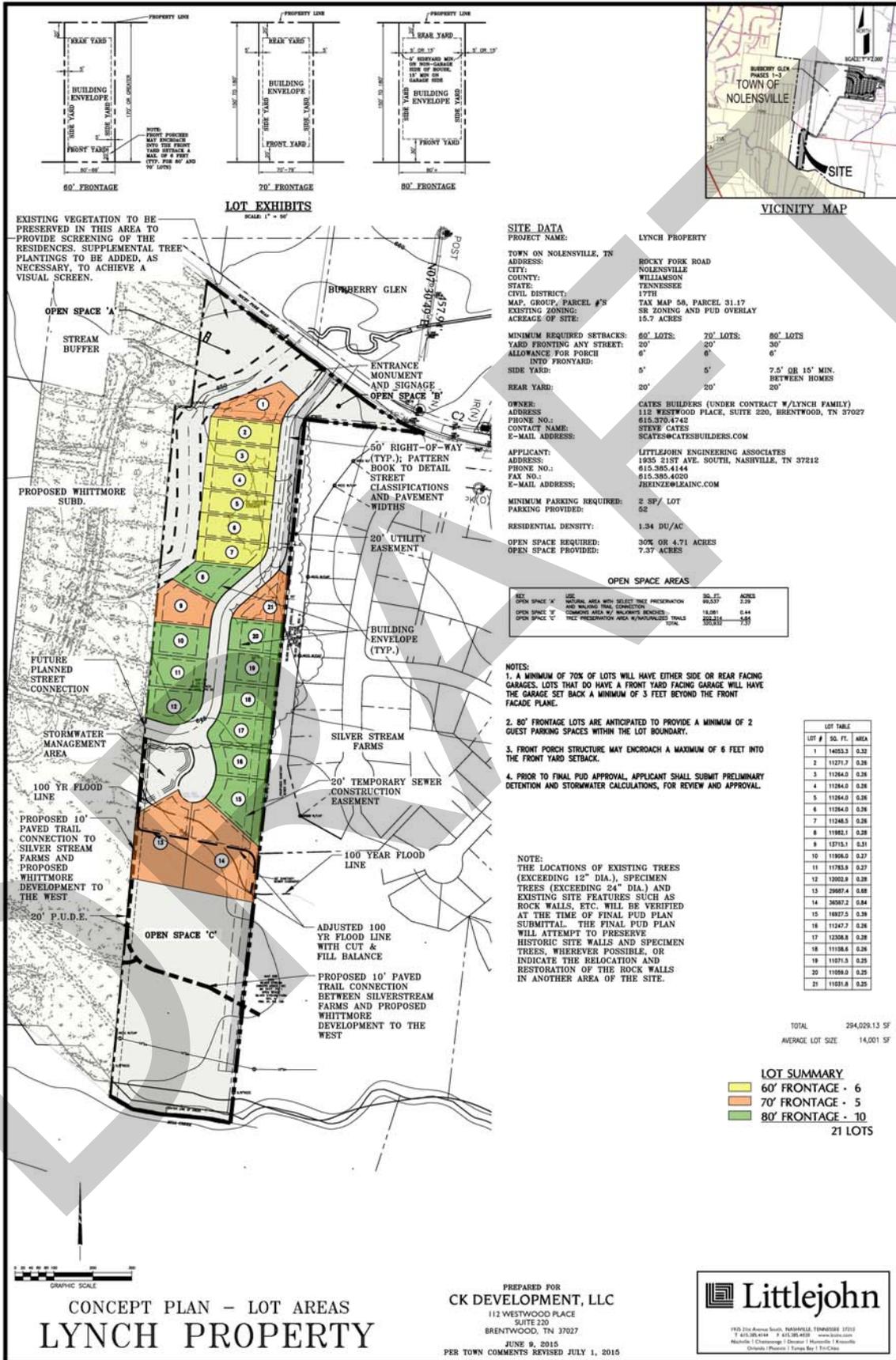
Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

DRAFT

Exhibit A



ORDINANCE #15-12

**AN ORDINANCE TO AMEND ARTICLE 2.2.3 AND ARTICLE 2.2.5 OF ZONING
ORDINANCE #04-09, OF THE TOWN OF NOLENSVILLE, TENNESSEE
PERTAINING TO RESIDENTIAL ZONING DISTRICTS**

WHEREAS, the Town of Nolensville enacted Zoning Ordinance #04-09 in 2004. Prior to the enactment of 04-09, the Town enacted Ordinance #98-22 in 1998 which amended the initial zoning ordinance of the Town of Nolensville. Subsequent amendments have been enacted prior to the enactment of Ordinance #04-09; and

WHEREAS, the Town of Nolensville Planning Commission has considered proposed revisions to Article 2 Zoning Districts section of the Nolensville Zoning Ordinance; and

WHEREAS, the Town of Nolensville Planning Commission, on July 14, 2015, approved recommendations to the Town of Nolensville Board of Mayor and Aldermen on certain amendments of the zoning text revising Article 2 Zoning Districts to create a Suburban Residential (SR1) district and eliminating the Village Fringe and Urban Residential Districts; and

WHEREAS, the Board of Mayor and Aldermen has conducted a public hearing on September 3, 2015, thereon; and

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN, that Zoning Ordinance #04-09 of the Town of Nolensville is amended by revising said ordinance as follows:

Section 1. Delete all of Article 2.2.3 Urban Residential (UR).

Section 2. Create new residential zoning district entitled as below with standards set forth in a new article 2.2.3 that reads as follows:

2.2.3 **Suburban Residential (SR1)** The intent of this district is to permit the development of low density detached housing. The minimum lot size is twenty five thousand (25,000) square feet.

<u>AREA & LOT REGULATIONS – SUBURBAN RESIDENTIAL (SR1)</u>	
Maximum gross density per acre	1.4
Min. Lot Area (in square feet)	25,000
Max. Lot Area (in square feet)	N/A
Min. Lot Width at Building Area (in feet)	100'
Min. Front Yard Setback (in feet)	
Fronting Arterial Road	75'
Fronting Collector	60'

Fronting Local Road	40'
Min. Side Yard Setback (in feet-interior)	20'
Min. Side Yard Setback (in feet-exterior)	25'
Min. Rear Yard Setback (in feet)	30'
Max. first floor area	N/A
Max. Impervious Surface Ratio (ISR)	0.35*
Max. Building Height (in feet)	35'
Minimum Green Space Required	15%
Maximum block length for subdivisions	800'

* Only applies to non-residential buildings in these residential zones. Accessory residential buildings shall not exceed 750 square feet.

All residential dwelling units are required to have two off street parking spaces. Minimum amount of side or rear entry garages shall be 90%. Front entry garage facings shall be setback a minimum of 3' from the front building façade. Lots on the preliminary and final plats shall be designated as to garage entry types.

Permitted Uses:

- Single Family homes
- Accessory Home Day Care
- Parks
- Agriculture

DRAFT

Permitted with Conditions:

- Accessory Dwelling/Apartment
- Religious Institution
- Educational Facility
- Community Center
- Home Occupations
- Day Care Home
- Utility Facility
- Day Care Centers as part of an approved PUD plan
- Retail and Office businesses as part of an approved PUD/PCD plan

Prohibited Uses:

Any use or structure not specifically permitted by right or by conditional use is prohibited.

DISTRICT STANDARDS

Standards for the SR1 district are the same as the SR district. Please see section under Article 2.2.2.

Section 3: Delete all of Article 2.2.5 Village Fringe (VF) and reserve the article number 2.2.5 for future use.

Section 4: The provisions contained herein shall be incorporated in the zoning ordinance #04-09, as amended, which ordinance shall now be designated as ordinance #04-09. The adoption of this ordinance is the adoption of the entire zoning ordinance as modified and amended by this ordinance and the Zoning Ordinance shall hereinafter be referred to as ordinance #04-09.

Section 5: The Mayor and Board of Aldermen of the Town of Nolensville, Tennessee, hereby certify that these amendments have been submitted by the Planning Commission of the Town of Nolensville, and a notice of hearing thereof has been ordered of the time and place of said meeting and has been published in a newspaper circulated in the Town of Nolensville, Tennessee. This Ordinance shall take effect immediately from the date of its final passage, the public welfare demanding it.

Jimmy Alexander, Mayor

Attest: _____
Town Recorder

Approved by: _____
Town Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

ORDINANCE #15-13

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE #04-09,
OF THE TOWN OF NOLENSVILLE, TENNESSEE PERTAINING TO ARTICLE 2.2.2,
SR ZONING DISTRICT**

WHEREAS, the Town of Nolensville enacted Zoning Ordinance 04-09 in 2004. Prior to the enactment of #04-09, the Town enacted Ordinance #98-22 in 1998 which amended the initial zoning ordinance of the Town of Nolensville. Subsequent amendments have been enacted prior to the enactment of Ordinance 04-09; and

WHEREAS, the Town of Nolensville Planning Commission has considered proposed revisions to Article 2 Zoning Districts section of the Nolensville Zoning Ordinance; and

WHEREAS, the Town of Nolensville Planning Commission, on July 14, 2015, approved recommendations to the Town of Nolensville Board of Mayor and Aldermen on certain amendments of the zoning text revising Article 2 Zoning Districts to allow Planned Commercial Districts (PCD's) within the Suburban Residential (SR) district; and

WHEREAS, the Board of Mayor and Aldermen has conducted a public hearing on September 3, 2015, thereon; and

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN, that Zoning Ordinance #04-09 of the Town of Nolensville is amended by revising said ordinance as follows:

Section 1. The portion of Article 2.2.2 regarding Suburban Residential districts that reads as follows:

Permitted Uses:

- Single Family homes
- Accessory Home Day Care
- Parks
- Agriculture

Permitted with Conditions:

- Accessory Dwelling/Apartment
- Religious Institution
- Educational Facility
- Community Center
- Home Occupations
- Day Care Home
- Utility Facility

- Day Care Centers as part of an approved PUD plan
- Day Care Centers as part of a religious institution use

Prohibited Uses:

Any use or structure not specifically permitted by right or by conditional use is prohibited.

Is hereby amended to read as follows:

Permitted Uses:

- Single Family homes
- Accessory Home Day Care
- Parks
- Agriculture

Permitted with Conditions:

- Accessory Dwelling/Apartment
- Religious Institution
- Educational Facility
- Community Center
- Home Occupations
- Day Care Home
- Utility Facility
- Day Care Centers as part of an approved PUD plan
- Day Care Centers as part of a religious institution use
- Retail and office uses as part of an approved PUD/PCD plan

Prohibited Uses:

Any use or structure not specifically permitted by right or by conditional use is prohibited.

Section 2. The provisions contained herein shall be incorporated in the zoning ordinance #04-09, as amended, which ordinance shall now be designated as ordinance #04-09. The adoption of this ordinance is the adoption of the entire zoning ordinance as modified and amended by this ordinance and the Zoning Ordinance shall hereinafter be referred to as ordinance #04-09.

Section 3. The Mayor and Board of Aldermen of the Town of Nolensville, Tennessee, hereby certify that these amendments have been submitted by the Planning Commission of the Town of Nolensville, and a notice of hearing thereof has been ordered of the time and place of said meeting and has been published in a newspaper circulated in the Town of Nolensville,

Tennessee. This Ordinance shall take effect immediately from the date of its final passage, the public welfare demanding it.

Jimmy Alexander, Mayor

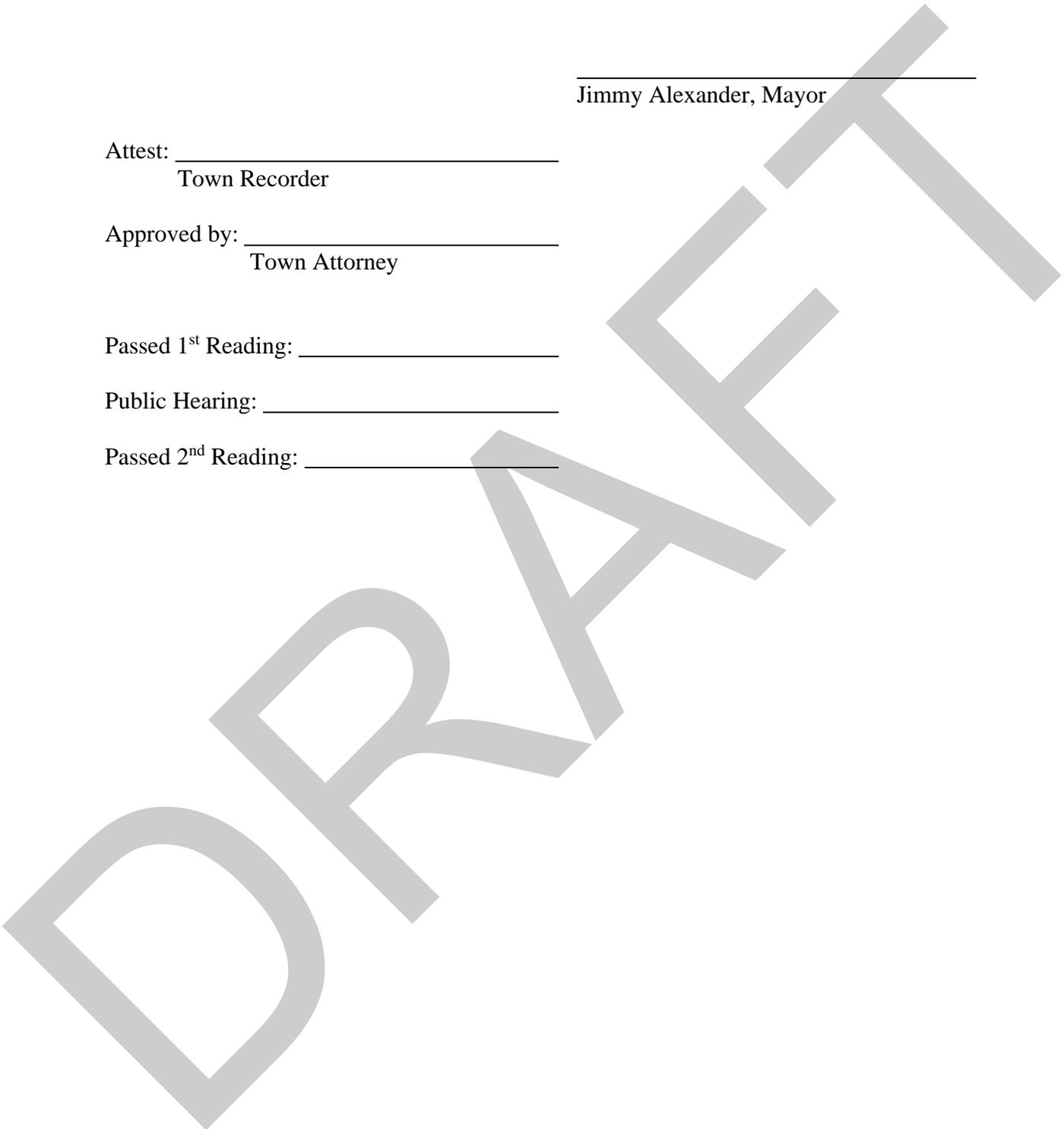
Attest: _____
Town Recorder

Approved by: _____
Town Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____



ORDINANCE #15-14

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE #04-09,
OF THE TOWN OF NOLENSVILLE, TENNESSEE PERTAINING TO ARTICLE 2.2.10,
PLANNED COMMERCIAL DISTRICTS**

WHEREAS, the Town of Nolensville enacted Zoning Ordinance #04-09 in 2004. Prior to the enactment of 04-09, the Town enacted Ordinance #98-22 in 1998 which amended the initial zoning ordinance of the Town of Nolensville. Subsequent amendments have been enacted prior to the enactment of Ordinance #04-09; and

WHEREAS, the Town of Nolensville Planning Commission has considered proposed revisions to Article 2.2.2 Zoning Districts section of the Nolensville Zoning Ordinance; and

WHEREAS, the Town of Nolensville Planning Commission, on July 14, 2015, approved recommendations to the Town of Nolensville Board of Mayor and Aldermen on certain amendments of the zoning text revising Article 2.2.2 regulating Planned Commercial Districts (PCD's); and

WHEREAS, the Board of Mayor and Aldermen has conducted a public hearing on September 3, 2015, thereon; and

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN, that Zoning Ordinance #04-09 of the Town of Nolensville is amended by revising said ordinance as follows:

Section 1. The first section under Article 2.2.10 that reads as follows:

The Planning Commission may approve, approve with conditions, or disapprove a master plan for the overall development of a tract of land with a minimum of five (5) acres in size that includes a planned commercial development. Any acreage designated to commercial will be deducted from the overall density calculations. Such commercial facilities shall be designated to complement the residential portion of the plan and shall be limited in size and scope of uses. Such developments must comply with the Nolensville Design Review Standards, Appendix E, Part B, Architectural Design Standards, and other site design standards set forth in Appendix E, Parts A and C. Also, landscaping and screening buffers shall be a consideration of the planning commission. Adequate frontage on a public street shall be required. In the event that individual lots are created for sale or lease that are internal to the planned unit development, each such lot shall be guaranteed access from either a public street or a private street and use and access agreements.

The following standards shall apply:

Permitted Uses:

- Professional Offices
- Medical Offices
- Business Services
- Financial Institutions
- Restaurants (excluding drive-thru operations)
- General Retail (excluding auto sales)
- Convenience Stores
- Residential Apartments (on second and third floors only)
- Government Offices

Prohibited Uses:

Any use or structure not permitted above by right or conditional use is specifically prohibited.

Area and Lot Requirements:	
Minimum land area:	five (5) acres
Minimum lot size:	No minimum lot size is required for commercial. Lots and structural locations shall be established by approval of the final plan.
Setbacks:	External setbacks shall be: front - 25 feet
	Side - 35 feet
	Rear - 35 feet
	Internal setbacks - established by the final plan
Maximum floor area ratio:	.15
Maximum first floor area per use:	10,000
Maximum height:	3 stories or 35 feet
Maximum Impervious Surface Ratio:	.80

Is proposed to be amended to read as follows:

The Planning Commission may approve, approve with conditions, or disapprove a master plan for the overall development of a tract of land with a minimum of five acres in size that includes a planned commercial development. Any acreage designated for commercial will be deducted from the overall density calculations. Such commercial facilities with a residential component shall be designated to complement the residential portion of the plan and shall be limited in size and scope of uses by the Planning Commission and the Board of Mayor and Aldermen. The Town may allow a commercial PUD development without a residential element for developments of a unique or special nature that will be beneficial to the community such as a private resort type project that may include lodging, restaurants, and similar uses as determined by the Planning Commission and the Board of Aldermen when the a proposed project is based upon a master plan designed for the entire property being considered. Such developments must

comply with the Nolensville Design Review Standards, Appendix E, Part B, Architectural Design Standards, and other site design standards set forth in Appendix E, Parts A and C, when practical. Landscaping and screening buffers shall be a consideration in the approval of the development. Adequate frontage on a public street shall be required. In the event that individual lots are created for sale or lease that are internal to the planned unit development, each such lot shall be guaranteed access from either a public street or a private street and use and access agreements.

The following standards shall apply:

The permitted commercial uses shall be approved by the Planning Commission and Board of Aldermen as to the appropriateness to the development and to how it serves the proposed neighborhood and the community as a whole.

The Planning Commission and Board of Aldermen shall determine the area and lot requirements for the Planned Commercial Development section of the overall PUD. No minimum lot size is required for commercial. All lots, structural locations, and setbacks shall be established by approval of the final plan and will include floor area ratio, building size and footprint, maximum height, and maximum Impervious Surface Ratio (ISR). The Planning Commission and Board of Aldermen shall base approvals or disapprovals of these items on how the commercial plan will function and benefit the overall Planned Unit Development as well as the community.

Section 2. The provisions contained herein shall be incorporated in the zoning ordinance #04-09, as amended, which ordinance shall now be designated as ordinance #04-09. The adoption of this ordinance is the adoption of the entire zoning ordinance as modified and amended by this ordinance and the Zoning Ordinance shall hereinafter be referred to as ordinance #04-09.

Section 3. The Mayor and Board of Aldermen of the Town of Nolensville, Tennessee, hereby certify that these amendments have been submitted by the Planning Commission of the Town of Nolensville, and a notice of hearing thereof has been ordered of the time and place of said meeting and has been published in a newspaper circulated in the Town of Nolensville, Tennessee. This Ordinance shall take effect immediately from the date of its final passage, the public welfare demanding it.

Jimmy Alexander, Mayor

Attest: _____
Town Recorder

Approved by: _____
Town Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

DRAFT

ORDINANCE #15-15

**AN ORDINANCE TO AMEND APPENDIX B OF ZONING ORDINANCE #04-09,
OF THE TOWN OF NOLENSVILLE, TENNESSEE PERTAINING TO
LANDSCAPE BUFFERING REQUIRED FOR PLANNED UNIT
DEVELOPMENTS AND PLANNED COMMERCIAL DISTRICTS**

WHEREAS, the Town of Nolensville enacted Zoning Ordinance #04-09 in 2004. Prior to the enactment of #04-09, the Town enacted Ordinance #98-22 in 1998 which amended the initial zoning ordinance of the Town of Nolensville. Subsequent amendments have been enacted prior to the enactment of Ordinance 04-09; and

WHEREAS, the Town of Nolensville Planning Commission has considered proposed revisions to Appendix B – Landscaping, Buffering and Tree Protection; and

WHEREAS, the Town of Nolensville Planning Commission, on July 14, 2015, approved making recommendations to the Town of Nolensville Board of Mayor and Aldermen on amending Article B Landscaping, Buffering and Tree Protection of the zoning ordinance; and

WHEREAS, the Board of Mayor and Aldermen has conducted a public hearing on September 3, 2015, thereon; and

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN, that Zoning Ordinance 04-09 of the Town of Nolensville is hereby amended by revising said ordinance as follows:

Section 1. The references to Appendix C in article 1.2.1, and in article 1.6.2 of Appendix B **shall be changed to read Appendix B.**

Section 2. The first two sentences of portion of Article 1.3.2 that read as follows:

Street Tree Requirement Every development site, with the exception of single-family homes within the ER base-zoning district, shall provide street trees along all public street frontage. Approximate canopy type trees shall be selected from the recommended tree list contained in Appendix B 1.7.0 Canopy Trees.

Shall be amended to read as follows:

Street Tree Requirement Every residential subdivision development site and PUD or PCD site, with the exception of single-family homes within the ER base-zoning district, shall provide street trees along all public street frontage. The type trees shall be selected from the recommended tree list contained in Appendix B 1.7.0.

Section 3. The first sentence in Article 1.4.2 that reads as follows:

1.4.2 **Required Tree Density** Each non-residential property and OSD Development shall attain a Tree Density Factor of at least fourteen units per acre and each residential plan shall attain a Tree Density Factor of at least five (5) units per acre using existing or replacement trees, or a combination of both.

Shall be amended to read as follows:

1.4.2 **Required Tree Density** Each non-residential property, PUD and PCD Development shall attain a Tree Density Factor of at least fourteen units per acre and each residential plan shall attain a Tree Density Factor of at least five (5) units per acre using existing or replacement trees, or a combination of both.

Section 4. Article 1.6.1 Buffering Requirements that reads as follows:

1.6.1 **General Requirements** A buffer yard shall be required to mitigate negative impacts from differing adjacent land uses. Generally, a buffer yard shall be located at the perimeter of the building site along zoning district boundaries, or otherwise coincident with the edge of a specified facility that is to be screened.

The Planning Commission shall have the authority to require additional screening or to allow alternative screening mechanisms when, it is determined that it is in the best interest of the Town to modify these requirements in order to meet the overall intent of this ordinance. These modifications may be deemed necessary due to the size of the proposed structure(s), or the placement of the buildings on the property, or due to the existence of manmade features that would make it difficult to comply with the strict interpretation of this ordinance.

Shall be amended to read as follows:

1.6.1 **General Requirements** A buffer yard shall be required to mitigate negative impacts from differing adjacent land uses. Generally, a buffer yard shall be located at the perimeter of the building site along zoning district boundaries, or otherwise coincident with the edge of a specified facility that is to be screened. Also, buffering between subdivision developments and major road right-of-ways is required. See 1.6.10 below.

The Planning Commission shall have the authority to require additional screening or to allow alternative screening mechanisms when, it is determined that it is in the best interest of the Town to modify these requirements in order to meet the overall intent of this ordinance. These modifications may be deemed necessary due to the size of the proposed structure(s), or the placement of the buildings on the property, or due to the existence of manmade features that would make it difficult to comply with the strict interpretation of this ordinance.

Section 5. The portion of Article 1.6.10 that reads as follows but not including the Landscape Buffer Yard Requirements Table:

Landscape Buffer Yard Requirements Table The landscape buffer yard requirements are established in the Landscape Buffer Yard Requirements Table below. If it can be demonstrated by the applicant that the intent of this ordinance has been met with regards to the buffer yard, the Planning Commission has the authority to approve variations in the standard buffer yards described below to allow for varied plant material as well as the use of berming and fencing.

There are four standard buffer yards, the Standard A Buffer Yard, the Standard B Buffer Yard, the Standard C Buffer Yard, and the Standard D Buffer Yard.

Shall be amended to read as follows:

Landscape Buffer Yard Requirements Table The landscape buffer yard requirements are established in the Landscape Buffer Yard Requirements Table below. If it can be demonstrated by the applicant that the intent of this ordinance has been met with regards to the buffer yard, the Planning Commission has the authority to approve variations in the standard buffer yards described below to allow for varied plant material as well as the use of berming and fencing.

There are four standard buffer yards, the Standard A Buffer Yard, the Standard B Buffer Yard, the Standard C Buffer Yard, and the Standard D Buffer Yard. In addition to the buffer yards A-D below, subdivision developments are required to provide buffering between the right-of-way of major streets and residential lots within the development as follows:

For Standard Subdivisions:

The required buffering shall be 100 feet between these lots and the R-O-W of all arterial streets; e.g., Nolensville, Sunset, Rocky Fork, Sam Donald, York, Clovercroft, Williams, Waller, and Kidd Roads). Buffering for

other roads shall be determined by the Planning Commission based upon existing topography and existing tree coverage on the site being considered for subdivision development.

For PUD developments:

The widths between the front lots and the road R-O-W shall be 150 feet. A reduction to 100 feet may be allowed by the Planning Commission if the topography is elevated sufficiently to minimize direct view from the street. Buffers must shield activities at ground level view to a minimum of 6' height and requiring evergreen trees be planted at 50% of the plantings. All buffering should contain an assortment of evergreen trees, canopy trees, and evergreen shrubs. Buffers may contain pedestrian walkways through parts of buffers as long as the effects of the buffer screening are not negated.

Section 6. The provisions contained herein shall be incorporated in the zoning ordinance #04-09, as amended, which ordinance shall now be designated as ordinance #04-09. The adoption of this ordinance is the adoption of the entire zoning ordinance as modified and amended by this ordinance and the Zoning Ordinance shall hereinafter be referred to as ordinance #04-09.

Section 7. The Mayor and Board of Aldermen of the Town of Nolensville, Tennessee, hereby certify that these amendments have been submitted by the Planning Commission of the Town of Nolensville, and a notice of hearing thereof has been ordered of the time and place of said meeting and has been published in a newspaper circulated in the Town of Nolensville, Tennessee. This Ordinance shall take effect immediately from the date of its final passage, the public welfare demanding it.

Jimmy Alexander, Mayor

Attest: _____
Town Recorder

Approved by: _____
Town Attorney

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

ORDINANCE #15-17

**AN ORDINANCE TO AMEND CERTAIN FEE POLICIES RELATED TO
RESIDENTIAL BUILDING PERMITS**

WHEREAS, ordinance #97-18 adopting building codes was last amended by Ordinance #14-17, amending and adopting the 2012 International Building Code (IBC) published by the International Codes Council (ICC) and;

WHEREAS, it is the desire of the Town of Nolensville Board of Mayor and Aldermen to adopt the latest ICC Building Valuation Data Table available for the most current adopted IBC to measure average construction costs per square foot for the purpose of determining building permit fees, and;

WHEREAS, the Town of Nolensville Board of Mayor and Aldermen further desires to update re-inspection fees established by Ordinance #97-18 and most recently amended by Ordinance #06-08, and;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN THAT THE FOLLOWING FEE POLICIES BE IMPLEMENTED:

Section 1. Building permit fees for residential one and two family homes shall be based on the Building Valuation Data table for the 2012 IBC published in August of 2015.

Section 2. The re-inspection fee for any permit issued is currently \$50.00. Effective immediately after the passage of this ordinance, additional re-inspection fees thereafter will be \$100.00 per re-inspection.

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon passage of second reading, 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: _____ Passed 2nd Reading: _____

ORDINANCE #15-18

**AN ORDINANCE TO AMEND TITLE 8, CHAPTER 109 OF
THE NOLENSVILLE MUNICIPAL CODE**

WHEREAS, the Town of Nolensville enacted an ordinance regarding the sale and distribution of Beer in Ordinance #96-10 and Ordinance #97-04; and,

WHEREAS, the Town reviews its ordinance from time to time to improve and make necessary adjustments and corrections; and,

WHEREAS, certain adjustments appear to be necessary; and,

WHEREAS, the Board of Mayor and Alderman desires to enact this amendment; and,

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE TOWN OF NOLENSVILLE THAT PORTIONS OF THE BEER ORDINANCE FOUND IN TITLE 8, CHAPTER 109 ARE AMENDED AS FOLLOWS:

Section 1. Title 8, Chapter 109 (10) is re-stated: Make or allow any sale of beer between the hours of 12 midnight and 6:00 a.m. during any night of the week, or between the hours of 12 midnight Saturday and 11:00 a.m. on Sunday. Sale of beer on Sunday is further restricted and confined to package only for consumption off the premises of the permittee and to those businesses where service of meals are the principal business and at least 65 percent (65%) of the gross business revenue of such business is derived from food sales.

Section 2. Title 8, Chapter 109 (11) is hereby deleted.

Section 3. Title 8, Chapter 109 (13) the first sentence is re-stated as follows: Allow any sale or delivery of beer for consumption on the premises outside of the building occupied by the holder of the permit except for public patios or decks which are food service areas.

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately upon passage of second reading.

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

Approved as to form and legality: _____
Robert J. Notestine, III, Town Attorney

Passed 1st Reading: _____

Passed 2nd Reading: _____

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ORDINANCE #15-20

**AN ORDINANCE AMENDING TITLE 15 OF
THE TOWN OF NOLENSVILLE MUNICIPAL CODE**

WHEREAS, the charter of the Town of Nolensville authorizes the Town to regulate motor vehicles, parking, traffic and speeding to preserve the health, safety, and welfare of the inhabitants of the Town of Nolensville; and,

WHEREAS, the Board of Mayor and Aldermen for the Town of Nolensville wish to exercise its authority to regulate speeding within the Town of Nolensville; and,

WHEREAS, the Board of Aldermen deem it necessary to add additional provisions to Title 15 of the Nolensville Municipal Code; and,

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

Section 1. Title 15, Chapter 3, Section 15-305 is added as follows:

Speed Limit on Nolensville Road from York Road north, to existing forty (40) miles per hour Speed zone located at 7380 Nolensville Road. It shall be unlawful for any person to operate or drive a motor vehicle upon Nolensville Road from York Road north, to existing forty (40) miles per hour speed zone established at 7380 Nolensville Road at a rate of speed in excess of forty (40) miles per hour.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE that this ordinance shall be effective immediately upon its final passage and the publication of its caption in a newspaper of general circulation within the Town of Nolensville, 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: _____ Passed 2nd Reading: _____

ORDINANCE 15-21

AN ORDINANCE TO AMEND THE BENT CREEK MASTER CONCEPT PUD PLAN OF NOLENSVILLE, TENNESSEE TO REVISE THE PLAN AS IT PERTAINS TO PHASE 12 OF THE BENT CREEK DEVELOPMENT

WHEREAS, on May 6, 2004, by Ordinance 04-03, the Board of Mayor and Aldermen approved a Concept Plan for a Planned Unit Development (PUD) Overlay, known as Bent Creek located on Clovercroft and Sam Donald Roads with conditions reflected in the Planning Commission minutes of March 11, 2004; and,

WHEREAS, the Bent Creek Master Concept PUD Plan was last amended by Ordinance 15-07, pertaining to Phase 18 of the Bent Creek Development and was approved unanimously by the Board of Mayor and Aldermen on June 4, 2015; and,

WHEREAS, Ordinance 15-07, Section 3 set specific conditions to be met for Phase 12; and,

WHEREAS, the Nolensville Planning Commission met on Tuesday, September 8, 2015, and unanimously approved a recommendation to amend the Bent Creek PUD Concept Plan, with conditions, to revise the concept PUD plan for Phase 12 of the Bent Creek Development; and,

WHEREAS, the Board of Mayor and Aldermen held a public hearing on _____, _____, 2015, on the proposed amendment to the Bent Creek PUD Concept Plan that revised the previously approved Bent Creek PUD Concept Plan for the property referenced above; and,

WHEREAS, in order to change the overall plan that will revise the layout for Phase 12 of the Bent Creek Development as illustrated in the proposed revision dated February 20, 2015, the Board of Mayor and Aldermen must approve the proposal to amend the master PUD Concept Plan;

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 September 8, 2015, is approved as recommended by the Nolensville Planning Commission and referred to in Exhibit A to the Board of Mayor and Aldermen.

Section 2. The conditions previously approved by the Nolensville Planning Commission and Board of Mayor and Aldermen are attached and referred to in Exhibit B of this ordinance.

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

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

Approved by the Board of Mayor and Aldermen

Jimmy Alexander, Mayor

Attest: _____
Kali Mogul, Town Recorder

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

Passed 1st Reading: _____

Public Hearing: _____

Passed 2nd Reading: _____

DRAFT

Exhibit A Part 1

REVISED 6.9.15
 PLD. Number: 16-000000

Bent Creek

17th District / Tax Map 59 / Parcel 25 & 25.01
 Williamson County, Tennessee.

Developer/Owner:

CK Development, L.L.C.

ORIGINAL
 Land Use Summary
 Total Site Area: 343 acres
 (320 Residential)
 (15 acres Commercial)

Open Space: +/- 116.0 Acres

R.O.W.: +/- 32,600 l.f.

Total Residential Units: 606
 (757 Single Family)
 (49 Multi-Family Units)



BENT CREEK SITE AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	36	10.27	1.74	15.78	15.36
SECTION 2	28	7.58	1.12	14.64	19.31
SECTION 3A	22	11.69	5.22	44.71	38.27
SECTION 3B	17	5.00	4.80	96.00	192.00
SECTION 4B	13	3.78	0.36	9.57	25.32
SECTION 4C	165	64.81	24.61	37.95	58.56
SUB-TOTAL	401	104.13	13.63	140.66	134.11

PHASE 2 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	19	4.45	0.00	0.00	0.00
SECTION 2	20	4.45	0.00	0.00	0.00
SECTION 3	32	14.55	6.36	43.84	300.80
SECTION 4	20	10.78	6.09	56.80	524.00
SECTION 5	17	5.00	4.80	96.00	192.00
SECTION 6	11	3.04	1.04	34.21	112.68
SUB-TOTAL	117	39.41	12.44	315.72	799.48

PHASE 3 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	36	14.83	6.31	46.85	314.52
SECTION 2	32	15.27	6.19	46.54	310.52
SECTION 3	32	15.27	6.19	46.54	310.52
SUB-TOTAL	100	45.37	18.69	341.58	2565.56

PHASE 4B AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1A	7	2.14	0.25	1.07	49.53
SECTION 1B	12	3.31	0.00	0.00	0.00
SECTION 1C	11	6.86	3.06	44.46	321.24
SECTION 1D	11	6.86	3.06	44.46	321.24
SUB-TOTAL	31	21.47	0.56	206.73	956.76

PHASE 5 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	66	17.83	4.24	23.78	133.12
SECTION 2	28	8.91	3.41	30.48	271.36
SECTION 3	18	27.64	7.05	27.28	125.28
SUB-TOTAL	112	54.38	4.75	231.76	1330.76

PHASE 6 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1A	13	7.94	3.87	30.87	245.28
SECTION 1B	15	4.28	0.00	0.00	0.00
SECTION 1C	13	10.82	7.4	80.04	740.88
SECTION 2	7	2.22	0.00	0.00	0.00
SECTION 3	12	28.33	10.33	41.77	147.84
SUB-TOTAL	60	53.59	3.44	206.68	1964.16

PHASE 7 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	15	4.48	0.48	11.00	245.00
SECTION 2	17	4.90	0.20	4.65	94.65
SECTION 3	35	8.66	0.98	7.95	161.10
SUB-TOTAL	67	18.04	0.64	23.60	500.75

PHASE 8 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	14	3.23	0.00	0.00	0.00
SUB-TOTAL	14	3.23	0.00	0.00	0.00

TOWNHOMES AREA TABLE

SECTION	UNITS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	49	8.87	8.57	76.04	857.88
SUB-TOTAL	49	8.87	8.57	76.04	857.88

PHASE 11 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	22	6.61	3.18	21.00	158.40
SECTION 2	20	6.00	4.80	96.00	720.00
SUB-TOTAL	42	12.61	3.99	117.00	878.40

PHASE 12 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	12	23.52	20.50	55.18	1243.92
SECTION 2	32	10.90	4.50	49.50	534.00
SECTION 3	18	5.54	0.27	0.95	10.14
SUB-TOTAL	62	40.96	15.27	115.63	1788.06

PHASE 13 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	14	10.88	8.00	71.52	645.12
SUB-TOTAL	14	10.88	8.00	71.52	645.12

PHASE 14 AREA TABLE

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	36	20.43	6.12	125.96	616.80
SUB-TOTAL	36	20.43	6.12	125.96	616.80

UNPLATTED OPEN SPACE AREAS

SECTION	LOTS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	15	11.13	10.00	111.30	1000.00
SECTION 2	15	11.13	10.00	111.30	1000.00
SUB-TOTAL	30	22.26	10.00	222.60	2000.00

THE COTTAGES AT BENT CREEK

SECTION	UNITS	TOTAL AREA	% OPEN	OPEN SPACE	% OPEN SPACE
SECTION 1	33	11.06	6.08	77.77	693.00
SUB-TOTAL	33	11.06	6.08	77.77	693.00

COMPARATIVE

TOTAL	606	262.08	136.71	433.8
SUB-TOTAL	606	262.08	136.71	433.8

Exhibit B

Previous conditions approved by the Board of Mayor and Aldermen and Nolensville Planning Commission:

The Board of Mayor and Aldermen hereby require the following additional conditions prior to the issuing of a grading permit for Phase 12:

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

TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 15-32

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH TENNESSEE
DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO SR-11, US-31A,
NOLENSVILLE ROAD**

WHEREAS, the Town of Nolensville desires to enter into an Agreement with Tennessee Department of Transportation for improvements to Nolensville Road as described in the proposal for project number 19028-2242-14;

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

Section 1: The Mayor or his designee is authorized to enter into an agreement with Tennessee Department of Transportation for the above-referenced project.

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

RESOLVED this 1st day of October, 2015.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE TO THE TOWN OF NOLENSVILLE, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the Town of Nolensville, Tennessee, hereinafter “TOWN”, designated as Federal Project No. STP/NH-11(43), State Project No. 29001-2225-04, that is described as “SR-11, US-31A (Nolensville Road) from South of Burkett Road to near SR-254 (Old Hickory Boulevard)”, provided the TOWN agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.
2. The TOWN will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.
3. The TOWN will transfer or cause to be transferred to the DEPARTMENT without

cost to it, all land owned by the TOWN or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the TOWN, or any of its instrumentalities, the TOWN agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the TOWN since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the TOWN.

The foregoing does not apply to those utility facilities which are owned by the TOWN or one of its instrumentalities, it being understood that the TOWN has the duty to relocate or adjust such facilities, if required, provided the TOWN is notified to do so by the DEPARTMENT with detailed advice as to this duty of the TOWN.

5. The TOWN will maintain any frontage road to be constructed as part of the project.

6. After the project is completed and open to traffic, the TOWN will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The TOWN will make no changes or alter any segment of a road on its road system

that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the TOWN for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the TOWN that all traffic control signs for the control of traffic on a street under the jurisdiction of the TOWN and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the TOWN.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the TOWN.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a TOWN setback line or building and/or structure requirement, including, but not limited to, on premise signs, the TOWN agrees to waive enforcement of the TOWN setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a TOWN zoning regulation or requirement, the TOWN agrees to waive enforcement of the TOWN zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The TOWN will prohibit encroachments of any kind upon the right-of-way and easements for the project.

14. The TOWN will prohibit the servicing of motor vehicles within the right-of-way and easements for the project.

15. The TOWN will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project and before installing any device for the purpose of regulating the movement of traffic.

16. The TOWN will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

17. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The TOWN agrees to maintain other parts of non-access control projects.

18. If a sidewalk is constructed as a component of this project, the TOWN shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 15 of this Proposal.

19. When said project is completed, the TOWN thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

20. The DEPARTMENT will acquire the right-of-way and easements, construct the

project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein.

21. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the TOWN.

22. The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the _____ day of _____, 2013.

THE TOWN OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
JOHN SCHROER
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

DRAFT

TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 15-33

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH AMERICAN FIDELITY ASSURANCE COMPANY FOR SECTION 125 FLEXIBLE BENEFIT PLAN SERVICES

WHEREAS, the Town of Nolensville wishes to offer section “125” flexible benefit plan services to employees; and,

WHEREAS, American Fidelity Assurance Company is able and qualified to perform these duties as described in the attached agreement; and,

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

Section 1. The Mayor or his designee is authorized to enter into an agreement with American Fidelity Assurance Company.

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

RESOLVED this 1st day of October, 2015.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

TOWN OF NOLENSVILLE
PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN

DRAFT

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	TOWN OF NOLENSVILLE
Address:	P O BOX 547 NOLENSVILLE, TN 37135
Employer Identification Number:	62-1657981
Nature of Business:	MUNICIPALITY
Name of Plan:	TOWN OF NOLENSVILLE FLEXIBLE BENEFIT PLAN
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	September 1, 2015
If Amendment to existing plan, effective date of amendment:	N/A

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following 30 days of service.
---------------------------	--

Minimum Hours:	All employees with 32 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
-----------------------	--

Age:	Minimum age of 18 years.
-------------	--------------------------

D. PLAN YEAR

The current plan year will begin on September 1, 2015 and end on December 31, 2015. Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

100% employee only medical, dental & vision premium.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$10000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Blue Cross of TN PPO

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Blue Cross of TN Dental
Blue Cross of TN Vision**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

N/A

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$ N/A per Plan Year

Maximum Contribution - \$ N/A per Plan Year

Recordkeeper: N/A

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$ N/A per Plan Year

Maximum Coverage - \$ N/A per Plan Year

Recordkeeper:

Restrictions:

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan N/A elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan N/A elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) N/A elected.

Debit Card: The provisions in Section 8.05 of the Plan to permit the offer of the Debit Card with respect to the Medical Expense Reimbursement Plan N/A elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Tennessee. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _____ day of _____, 20__.

TOWN OF NOLENSVILLE
(Name of Employer)

Witness: _____

By: _____

Title: _____

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
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SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02A **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
(a) **Tax Dependent:** A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05	Effective Date	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	Elective Contribution	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item

F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- (a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- (b) The date the Participant ceases to work for the Employer as an eligible Employee; or
- (c) The date of termination of the Plan; or
- (d) The first date a Participant fails to pay required contributions while on a leave of absence.

3.05 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.06 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV
CONTRIBUTIONS

- 4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.
- 4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:
- (a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:
- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
 - (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
 - (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
 - (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
 - (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.
- (b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant

may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled."

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage

option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an ongoing basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- (c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- (e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- (f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense

Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- (g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- (h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- (i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- (j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- (k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of

coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) (a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
- (i.) Drugs or medicines that require a prescription;
 - (ii.) Drugs or medicines that are available without a prescription ("over-the-counter drugs or medicines") and the Participant or Dependent obtains a prescription; and
 - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- (a) Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- (b) Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- (c) Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- (d) Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 Carryover: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.
- (c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
- (d) Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- (f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- (g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- (a) "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- (b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- (c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.
- "Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- (d) "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 TERMS, CONDITIONS AND LIMITATION:
- (a) Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
 - (b) Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.
- 10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.
- 10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- (a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - (b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - (c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- (a) Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special

circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- (b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- (c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- (a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- (a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - (b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

- 13.08 **NONDISCRIMINATION:** In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 **ERISA.** The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD 1214



RETAIL STRATEGIES PROPOSAL TO:

NOLENSVILLE, TN

RETAIL RECRUITMENT

Presented On: September 2015

Pricing Valid Until: December 2015

PREPARED BY:
LAURA HUDSON
ACCOUNT EXECUTIVE
RETAIL STRATEGIES, LLC
BIRMINGHAM, AL

STRICTLY PRIVATE
AND CONFIDENTIAL



TABLE OF CONTENTS

1.0 Executive Summary and Firm Background	3
2.0 Your Team	4
3.0 Our Process and Service	6
4.0 Investment	19
5.0 Addendum A: Research Analysis and Approach	20
6.0 Addendum B: Team Bio's	23
7.0 Addendum C: Optional Services	27

Executive Summary

Retail attraction and retention is a primary goal for most communities across the country. In the past cities have spent valuable time and public funds to hire consultants for retail analysis, only to be left with research reports, a list of retailers, and limited guidance on the actual process of recruiting prospects to their community.

Robert Jolly and Mead Silsbee, brokers and developers in Birmingham, AL, saw the opportunity to partner with data experts to take their knowledge of research and commercial real estate to develop a holistic approach to retail recruitment. Their vision is to provide a turnkey solution allowing Nolensville access to retail real estate professionals who develop and execute a tailored strategic plan on behalf of their community.

To meet that goal, Retail Strategies has grown to a team of 30+ highly motivated and skilled retail real estate professionals from a variety of backgrounds including marketing, research, analytics, sales, communication and commercial real estate. Retail Strategies has offices in Birmingham, AL and Fort Worth, TX Retail Strategies is working with more than 115 communities in 23 States.

This model is both strategic and comprehensive. By combining research, analysis, a Strategic Retail Recruitment Plan, marketing materials, conference representation, and pro-active retail recruitment, our firm has helped these communities define and execute against specific opportunities.

The World of Retail is a dynamic and evolving market. Due to the nature of our business, Retail Strategies plans are fluid and evolve as needed for success. The Strategic Retail Recruitment Plan is a dynamic document and provides the baseline for the partnership. The plan identifies the state of retail in your community today and our partnership goals in the short and long term.

Following the presentation of the Strategic Plan, the Retail Strategies team goes to work on your behalf recruiting both the retailers, and developers, who will be interested, and more importantly, successful in your community, creating tangible results for your residents.

The following pages of this document further define and explain our processes.

Team Description

Our Difference

Our team of 30+ professionals is unrivalled within the industry. We are unique in that we assign dedicated professionals to execute against the opportunities within your markets. The team skillsets, along with their roles and responsibilities, complement each other to create the desired results within your markets. Team roles include a Vice President of Retail Recruitment, Account Executive, Client Manager, Senior Retail Recruitment Coordinator, Junior Retail Recruitment Coordinator, Marketing Assistants, and a Data and Research Analysis Professional.

Our Commitment

We commit to our clients to:

- 1) Provide Progress Updates
 - ✓ Every call, email, face-to-face meeting, or trade show meeting is logged and recorded to the Retail Prospect list and uploaded to Basecamp each month for your review.
 - ✓ Interaction with the Client Manager, Retail Recruiters, and other members of your team will be ongoing and regular.
- 2) Perform Dynamically
 - ✓ Our team will react to the rapidly changing retail environment throughout the course of the engagement
 - ✓ Our focus is to daily identify newly announced expansions, closures, and relocations to position our clients appropriately.
 - ✓ On-Demand Reporting
- 3) Provide Answers
 - ✓ Provide feedback and direction on barriers to entry when retailers turn down a site
 - ✓ Provide feedback and direction for entrepreneurial opportunities
- 4) Your Success is Our Goal

Community Core Team

Built for You

The Core Team consists of marketing, research, and real estate professionals who will work hand in hand with you to identify and achieve results. Our firm has carefully devised a structure that can be implemented in your community to provide tailored solutions to this unique engagement.

The Nolensville Core team consists of our three Principals, Executive VP of Retail Recruitment, Client Manager, Senior Retail Recruitment Coordinator, Account Executive, Marketing Assistants, and Research and Analytics Specialists. The responsibilities of your Core Team encompass all aspects of retail recruitment and the individuals working with Nolensville will each utilize their unique skill set to execute on behalf of the community.

Retail Strategies Team

Leverage

In addition to your Core Team, Retail Strategies puts connections made from a National perspective to work for your community. Investors, developers, and retailers are looking for the right sites Nationwide. We will get your market opportunities in front of the proper decision makers and make retail happen.

“We Make Retail Happen”



Our Process

Research:

- Identify Nolensville market Retail Trade Areas using political boundaries, drive times and radii and custom boundary geographies
- Perform Market & Retail GAP Analysis for each trade area (Leakage and Surplus)
- Provide Consumer Attitude and Behavior Analysis
- Conduct Retail Peer Market Analysis
- Competition analysis between Nolensville market trade area(s) and surrounding competitive communities
- Cannibalization Analysis (Distance Tolerance) for all recommended retail prospects between nearest existing locations and Nolensville
- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom On-Demand Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Nolensville

Boots on the Ground Analysis:

- Identify/Evaluate/Catalog Priority Commercial Properties for Development, Re-development and higher and best use opportunities
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Perform Competitive Analysis of Existing Shopping Centers and retail corridors

Retail Recruitment

- Pro-Active Retail Recruitment
- ICSC Representation
- Monthly Updates

Further Explanation and Examples to Follow.

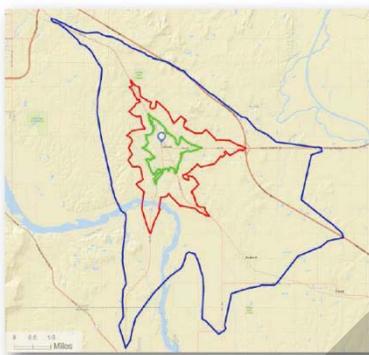
Quantitative Research

We Speak Retail

Our research solutions are not “one size fits all”. Each City, neighborhood, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, retail tenant mix, travel times, radius areas, and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Speaking their language to provide realistic expansion opportunities. In addition, we provide thematic maps, aerial photos, asset maps, and customized reports by retail concept.

market analysis: coweta

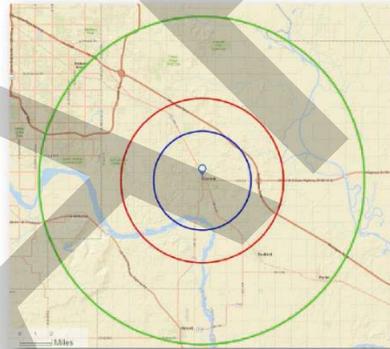
| Retail Strategies



Category	3 Minute Drive Time	5 Minute Drive Time	10 Minute Drive Time
Population 2014	4,339	7,219	14,710
Population 2019	4,463	7,414	15,403
Median Household Income 2014	\$42,313	\$45,169	\$52,907
Median Household Income 2019	\$48,920	\$51,233	\$57,834
Median Disposable Income 2014	\$36,422	\$37,836	\$42,902

market analysis: coweta

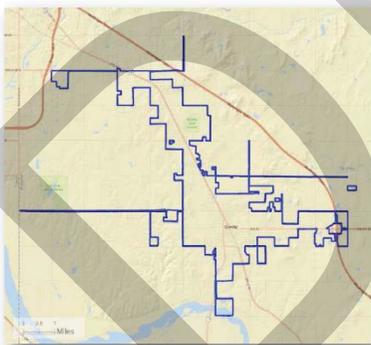
| Retail Strategies



Category	3 Mile Radius	5 Mile Radius	10 Mile Radius
Population 2014	10,102	16,086	70,797
Population 2019	10,450	16,790	74,992
Median Household Income 2014	\$50,689	\$54,034	\$59,543
Median Household Income 2019	\$54,946	\$59,275	\$67,318
Median Disposable Income 2014	\$40,709	\$44,051	\$50,143

market analysis: coweta

| Retail Strategies



Category	City Boundary
Population 2014	10,272
Population 2019	10,664
Median Household Income 2014	\$51,469
Median Household Income 2019	\$56,075
Median Disposable Income 2014	\$41,496

market analysis: custom

| Retail Strategies



Category	Custom Trade Area (309.53 Square Miles)
Population 2014	39,330
Population 2019	41,134
Median Household Income 2014	\$51,823
Median Household Income 2019	\$57,756
Median Disposable Income 2014	\$41,821

TAPESTRY SEGMENTATION

The Fabric of America's Neighborhoods



UNITED STATES OF AMERICA

Total Population: 310,384,000
 Total Households: 128,979,000
 Median Age: 37.4
 Median Income: \$39,200
 Median Rent: \$871,000
 Home Ownership Rate: 65%
 Average Household Size: 2.38
 Home Value: \$177,000

What is Tapestry?

Tapestry helps you understand your customers' lifestyle choices, what they buy, and how they spend their free time. Tapestry classifies US residential neighborhoods into 67 unique segments based on demographic and socioeconomic characteristics. That's how you get more insights so you can identify your best customers and underserved markets.

"Identify Where the Desired Consumer is Located"

LifeMode Group: Scholars and Patriots

College Towns

Households: 1,104,000
 Average Household Size: 2.12
 Median Age: 24.3
 Median Household Income: \$28,000

14B

LifeMode Group: Scholars and Patriots

14B College Towns

TAPESTRY SEGMENTATION

esri.com/tapestry

AGE BY SEX

Median Age: 24.3 US: 37.4

RACE AND ETHNICITY

Diversity Index: 53.5 US: 62.1

INCOME AND NET WORTH

Median Household Income: \$28,000

Median Net Worth: \$11,000

WHO ARE WE?

About half the residents of College Towns are enrolled in college, while the rest work for a college or the services that support it. Students have busy schedules, but make time between studying and part-time jobs for socializing and sports. Students that are new to managing their own finances tend to make impulsive buys and plunge on the latest fashions. This digitally engaged group uses computers and cell phones for all aspects of life including shopping, school work, news, social media, and entertainment. College Towns are all about new experiences, and residents seek out variety and adventure in their lives.

OUR NEIGHBORHOOD

- These are nonfamily households with many students living alone or with roommates for the first time.
- This segment is a mix of densely developed student housing and dorms with local residences.
- Off-campus, low rent apartments comprise half of the housing stock.
- Over three-quarters of the households are renter occupied, with one in ten remaining vacant.
- One-third of homes are single family, mostly occupied by local residents who own their homes.
- This market is bike and pedestrian friendly.

SOCIOECONOMIC TRAITS

- Their limited incomes result in thrifty purchases.
- They do not eat the healthiest foods, nor do they see a doctor regularly.
- They dress to impress with the latest fashions of the season.
- They prefer environmentally friendly products and vehicles that get good gas mileage.
- They're heavily influenced by celebrity endorsements and trends in magazines.
- They feel anything that can be done online is easier than in person.
- They have liberal political views.



LifeMode Group: Scholars and Patriots

14B College Towns

TAPESTRY SEGMENTATION

esri.com/tapestry

MARKET PROFILE

- Own a laptop and a portable MP3 player.
- Watch movies and TV programs online, MTV and Comedy Central on TV.
- Use the Internet for social media connections, blogging, paying bills, and downloading music.
- Have cell phones only (no landlines) and enjoy customizing them.
- Popular activities: backpacking, Pilates, and Frisbee.
- Go out to the movies and out for drinks.

HOUSING

Median home value is displayed for markets that are primarily owner occupied, average rent is shown for renter occupied markets. Taxes and home value are estimated by Esri. Housing type and average rent are from the Census Bureau's American Community Survey.



POPULATION CHARACTERISTICS

Total population, average annual population change since 2010, and average density (population per square mile) are displayed for the market relative to the one and change among all Tapestry markets. Data estimated by Esri.



ESRI INDEXES

Esri developed these indexes to display average household wealth, socioeconomic status, and housing affordability for the market relative to US standards.



LifeMode Group: Scholars and Patriots

14B College Towns

TAPESTRY SEGMENTATION

esri.com/tapestry

SEGMENT DENSITY

This map illustrates the density and distribution of the College Towns Tapestry Segment by households.



For more information: 1.800.447.9778, info@esri.com, esri.com

GAP Analysis

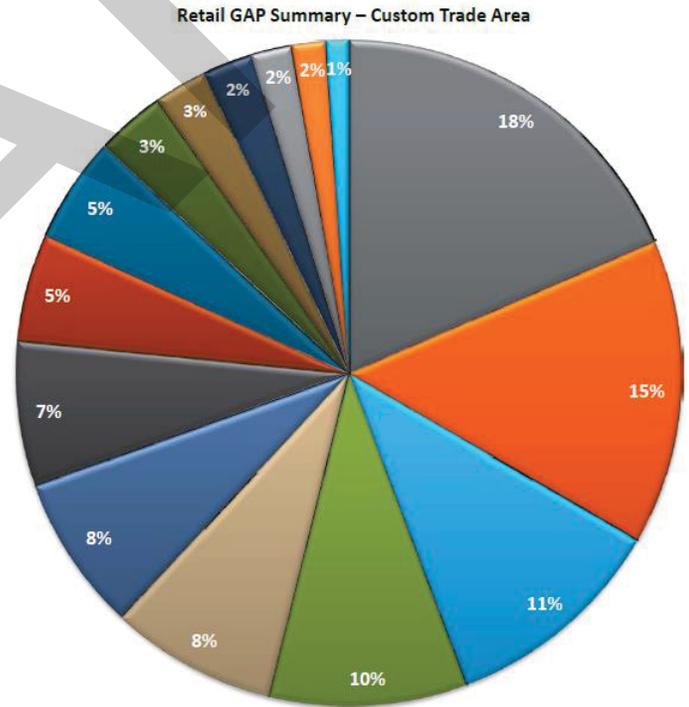
What is GAP Analysis?

The Retail GAP Analysis examines the quantitative aspect of the community's retail opportunities. It is a guide to understanding retail opportunities but it is not an analysis that indicates unconditional opportunities. The analysis is sometimes called "a leakage report" or "a supply and demand analysis" and can aid in the following:

- Indicating how well the retail needs of local residents are being met
- Uncovering unmet demand and possible opportunities
- Understanding the strengths and weaknesses of the local retail sector
- Measuring the difference between actual and potential retail sales

gap analysis

Retail GAP Summary - Coweta OK Custom Retail Trade Area	
Retail Stores	Opportunity GAP
General Merchandise Stores	\$25,645,757
Supermarkets, Grocery Stores	\$20,515,468
Home Centers/Outdoor Power Equipment Stores	\$15,107,091
Pharmacies & Drug Stores	\$13,370,839
Full-Service Restaurants	\$11,225,960
Limited-Service Restaurants	\$10,440,421
Home Furnishing, Furniture, & Household Appliance Stores	\$9,754,442
Family Clothing Stores	\$7,205,458
Office Supplies, Stationery, Gift Stores	\$7,116,015
Sporting Goods Stores	\$4,650,165
Automotive Parts/Accessories	\$3,535,335
Health & Personal Care Stores	\$3,396,849
Women's Clothing Stores	\$2,720,538
Shoe Stores	\$2,287,086
Cosmetics, Beauty Supplies, Perfume Stores	\$1,537,731
Total	\$138,509,155



Consumer Expenditure, Attitudes, and Behaviors

You're Market in Action

Our detailed consumer attitude, expenditures, and behavior data allows us to drill down to the consumer level and understand their preferences and likelihood to purchase products and services. Local retail businesses can use this data to better understand the product and service mix needed to grow their company and capture spending that may be leaving the immediate trade area.

Over 1,000 Variables that Cover 95% of Household Spending

Retail STRATEGIES		Health and Beauty Market Potential		
		City of Bixby, OK 3-5-10 Minute Drive Time		Latitude: 35.94204
		Bixby, Oklahoma, United States		Longitude: -95.88332
		Drive Time: 3 minute		
Demographic Summary		2014	2019	
Population		2,523	2,848	
Population 18+		1,862	2,124	
Households		987	1,118	
Median Household Income		\$38,090	\$44,900	
Product/Consumer Behavior		Expected Number of Adults	Percent	MPI
Typically spend 6+ hours exercising per week		363	19.5%	86
Typically spend 3-5 hours exercising per week		384	20.6%	95
Typically spend 1-2 hours exercising per week		371	19.9%	99
Exercise at home 2+ times per week		435	23.4%	82
Exercise at club 2+ times per week		185	9.9%	77
Exercise at other facility (not club) 2+ times/wk		134	7.2%	93
Own elliptical		57	3.1%	77
Own stationary bicycle		95	5.1%	91

Retail STRATEGIES		Pets and Products Market Potential		
		City of Bixby, OK 3-5-10 Minute Drive Time		Latitude: 35.94204
		Bixby, Oklahoma, United States		Longitude: -95.88332
		Drive Time: 3 minute		
Demographic Summary		2014	2019	
Population		2,523	2,848	
Population 18+		1,862	2,124	
Households		987	1,118	
Median Household Income		\$38,090	\$44,900	
Product/Consumer Behavior		Expected Number of Households	Percent	MPI
HH owns any pet		567	57.4%	108
HH owns any bird		28	2.8%	101
HH owns any cat		282	28.6%	126
HH owns any dog		403	40.8%	103
HH owns 1 cat		153	15.5%	125
HH owns 2+ cats		129	13.1%	124

*Additional Example Reports are Available Upon Request

Peer Analysis

What is Peer Analysis?

Retailers seek known variables and as a result tend to locate in similar communities and/or trade areas. By identifying these similar communities from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas giving our team the ability to demonstrate why your market is a fit.

peer analysis

| Retail Strategies

City	State	Population (2010)	Population (2014)	Population (2019)	Households (2014)	Average Household Income (2014)	Total Retail Expenditures (2014)
Spearfish	SD	10,526	10,814	11,155	4,884	\$59,518	\$102,724,537
Carroll	IA	10,103	10,203	10,487	4,413	\$58,514	\$91,244,335
Brownfield	TX	9,657	9,821	10,240	3,250	\$60,818	\$67,663,700
Coweta	OK	9,384	9,573	10,049	3,636	\$59,049	\$75,468,198
Grinnell	IA	9,378	9,415	9,491	3,677	\$60,129	\$77,263,404
Augusta	KS	9,274	9,326	9,596	3,790	\$58,142	\$78,123,801
Bacliff	TX	8,619	9,304	10,179	3,294	\$58,389	\$67,712,156
Perryton	TX	8,841	8,987	9,198	3,149	\$58,258	\$64,806,042
Fort Stockton	TX	8,368	8,439	8,668	3,049	\$60,209	\$64,195,628
Bernalillo	NM	8,320	8,372	8,778	3,088	\$59,480	\$64,209,649
Bloomfield	NM	8,112	8,078	8,283	2,930	\$58,458	\$60,536,935
Webster City	IA	8,070	8,064	8,089	3,485	\$58,363	\$72,025,610

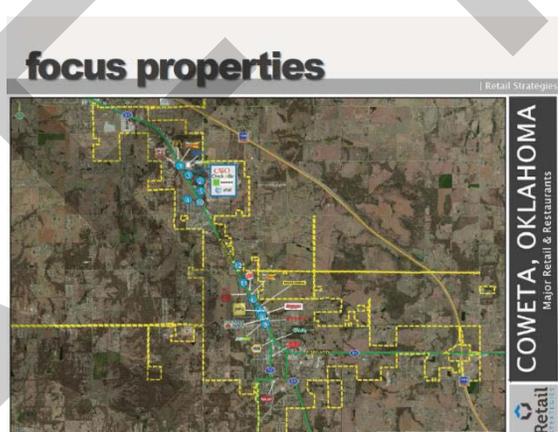


Boots on the Ground Analysis

What Does a Retailer See?

Purpose of this analysis is to:

- Identify/Evaluate/Catalog Priority Commercial Properties for Development, Re-development and higher and best use opportunities
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Perform Competitive Analysis of Existing Shopping Centers and retail corridors



Number on Aerial	Name	Address	City	State
1	Land: North of Walmart	11091 S Highway 51	Coweta	OK
2	Land: Between Walmart and Shadow Center	11300 S Highway 51	Coweta	OK
3	Meadow Brook Center	11319 S Highway 51	Coweta	OK
4	Coweta Crossing	11359 S Highway 51	Coweta	OK
5	Land: North of Burger King	13449 S Highway 51	Coweta	OK
6	Land: North of Dollar General	13637 S Highway 51	Coweta	OK
7	Oak Grove Shopping Center	13765 S Highway 51	Coweta	OK
8	Country Mart	13937 S Highway 51	Coweta	OK
9	Vacant Building: South of Walgreens	14041 S Highway 51	Coweta	OK
10	Land: Next to Phillips 66	30453 S Highway 51	Coweta	OK
11	FTD Motors Building	13533 S Highway 51	Coweta	OK
12	Land	13399 S Highway 51	Coweta	OK
13	Land	S Highway 51 & N 23rd Street	Wagoner County	OK



Basecamp

What is Basecamp?

Basecamp is a document and project management solution to provide access to all project deliverables and real time updates to the appropriate community contacts. Basecamp is a two way project management solution allowing our clients the ability to upload information to the Retail Strategies team, set alerts, create to do lists, and much more.

The Client Manager for the Nolensville engagement will also upload any on demand research requests and updates of conversations with local property owners, commercial realtors and developers. All users designated by Nolensville will receive Basecamp training from Retail Strategies staff through a web meeting.

Communication is the Key to a Great Partnership

[Back to Dashboard](#) | [Switch to a different project](#) [Project Settings](#) | [My Info](#) | [Sign out](#) | [HELP](#)

Choctaw Nation Oklahoma

Overview | Messages | To-Dos | Calendar | Writeboards | Time | Files People & Permissions | Search

Project overview & activity

[New message](#) | [New to-do list](#) | [New event](#) | [New file](#)

MONDAY, 9 FEBRUARY 2015

- File **PDF** [City of Poteau, OK \(City Boundary\) - Traffic Count Map.pdf](#) Uploaded by Ford F.
- File **PDF** [City of Atoka, OK \(City Boundary\) - Traffic Count Map.pdf](#) Uploaded by Ford F.

MONDAY, 26 JANUARY 2015

- File **XLS** [City of Atoka, OK 10-15-20 Minute Drive Time - \(Claritas GAPS\).xls](#) Uploaded by Ford F.
- File **XLS** [City of Atoka, OK 5-10-15 Mile Radius - \(Claritas GAPS\).xls](#) Uploaded by Ford F.
- File **XLS** [City of Poteau, OK 10-15-20 Minute Drive Time - \(Claritas GAP\).xls](#) Uploaded by Ford F.
- File **XLS** [City of Poteau, OK 5-10-15 Mile Radius - \(Claritas GAP\).xls](#) Uploaded by Ford F.

TUESDAY, 9 SEPTEMBER 2014

- File **PDF** [Poteau OK Major Retail Sept14.pdf](#) Uploaded by Ford F.
- File **PDF** [Atoka OK Major Retail Sept14.pdf](#) Uploaded by Ford F.

MONDAY, 8 SEPTEMBER 2014

- File **PDF** [City of Poteau, OK \(10, 15, 20 Minute Drive Time\) - Tapestry Segmentati...le.pdf](#) Uploaded by Ford F.
- File **PDF** [City of Poteau, OK \(5, 10, 15 Mile Radius\) - Tapestry Segmentati...le.pdf](#) Uploaded by Ford F.
- File **PDF** [City of Atoka, OK \(10-15-20 Minute Drive Time\) - Tapestry Segmentati...le.pdf](#) Uploaded by Ford F.
- File **PDF** [City of Atoka, OK \(5, 10, 15 Mile Radius\) - Tapestry Segmentati...le.pdf](#) Uploaded by Ford F.
- File **XLS** [City of Atoka \(OK\) - 15 Mile Radius - \(Restaurant GAP\).xls](#) Uploaded by Ford F.
- File **DOC** [Atoka, OK Research 360 - Restaurant Attitudes & Behaviors.docx](#) Uploaded by Ford F.

Stay up to date on this project

- Turn on email updates to receive a daily digest notifying you of any to-do items or milestones that were added or completed in the last day.
- Project RSS feed (What's RSS?)

People on this project

Retail Strategies

- Matt Petro**
You are currently signed in
- Jackie Bell**
Latest activity 28 days ago
- Ford Fitts**
Hasn't signed in recently
- Lauren Turriglio**
Hasn't signed in recently
- Amanda Beshears**
Hasn't signed in recently
- Chuck Branch**
Hasn't signed in recently

Development of the Strategic Retail Recruitment Plan

Explanation of Opportunities. Action Plan Moving Forward.

Recruitment Strategy

Upon completing data analysis, the real estate analysis (BOG), and reviewing input from the client, the Retail Strategies team develops a Recruitment Strategy for Nolensville. The Recruitment Strategy will identify both short-term and long-term recruitment objectives and goals.

Retail Prospects

The Retail Prospect List, includes targeted retail prospects for recruitment to Nolensville, and is based on the initial research and analysis (both quantitative and in-market). The Retail Prospect List is a dynamic document which is continuously updated based on real time conversations with both retailers and developers. As we represent Nolensville nationally, present opportunities within Nolensville to retailers and developers, and learn of newly announced retail expansion plans and concepts, the prospect list will be updated accordingly.

Recommendations for Site Locations for Retail/Restaurant Companies

Retail Strategies will work with the city to prioritize commercial properties that may be suitable sites to present to prospective new retailers. This will include maps, marked aerials, and all pertinent contact and site specific information relative to each site.

Monthly Update

Through Basecamp, emails, and phone calls our team will keep the identified contacts updated relative to recruitment efforts and specific interaction with prospective retailers and developers interested in the Nolensville retail trade area.



Marketing Materials

Give Them What They Want

Marketing materials are an essential tool to recruiting retailers. Our team will build custom materials to attract retail to your community. We carefully craft the information within each marketing piece to best represent the opportunities in the community, and show the decision makers the information the desire when looking at an expansion opportunity.



Market Highlights

Quick Facts

- Residents of Bixby, Oklahoma fall into the Soccer Moms Tapestry Segmentation (19.9%). Soccer Moms is an affluent, family-oriented market with a country flavor. Residents are partial to new housing away from the bustle of the city but close enough to commute to professional job centers. Life in this suburban wilderness offsets the hectic pace of two working parents with growing children. They favor time-saving devices, like banking online or housekeeping services, and family-oriented pursuits.
- The current Median Household Income for Bixby, Oklahoma is \$77,985. The five-year projection for Median Household Income in Bixby is \$88,165. This represents an increase of 13.1%.
- Traffic Counts (OKLADOT):
 - Hwy 64 24,000 VPD
 - E 15th St 12,200 VPD

Major Area Employers

Company Name	Total Employees
Regal Plaza	650
Bixby Public Schools	460
Kumon's Club	400
Target	148
Lowe's	140
Spurlock	120
Walgreens	101
City of Bixby	100
Citizen's Security Bank	100
Revisor's	100

Major Area Schools

Bixby Public Schools	Total Enrollment
Bixby High School	5,798
Bixby 9th Grade Center	
Bixby Middle School	
Center Elementary	
North Elementary	
North Intermediate	
Northwest Elementary	
Northwest Intermediate	

FOCUS PROPERTIES

SITE	ADDRESS	SITE	ADDRESS
• Spartan Family Center	15040 S Memorial	• Vacant Land	12101 S Memorial
• Vacant Land - 20 AC	14067 S Memorial	• Vacant Land - 18 AC	12100 S Memorial
• Vacant Land - 150 AC	13406 S Memorial	• Vacant Texas Roadhouse	11982 S Memorial
• Vacant Land	13501 S Memorial	• Vacant Bank	South Memorial Drive
• Bixby Crossing	13503 S Memorial	• Vacant Lot	11712 S Memorial
• Vacant Land	12501 S Memorial	• The Shoppes at Regal Plaza	10438 S 82nd E Ave
• Vacant Land - 126 AC	12200 S Memorial	• Pad Site	8200 E 101st Street

GAP ANALYSIS

10 Minute Drive Time

General Merchandise Stores	\$27,582,604	Electronics Stores	\$4,589,613
Full-Service Restaurants	\$8,838,921	Sporting Goods Stores	\$3,609,440
Building Materials Dealers	\$6,936,444	Office Supplies & Stationery Stores	\$3,150,457
Family Clothing Stores	\$5,082,396	Women's Clothing Stores	\$2,875,580
Limited-Service Restaurants	\$5,039,304	Health & Personal Care Stores	\$1,821,875
Jewelry Stores	\$5,031,705	Cosmetics & Beauty Supply Stores	\$1,482,937



Bixby, Oklahoma - Tulsa & Wagoner County





Douglas J. Enevoldsen
 City Manager
 djenevoldsen@bixbyok.gov
 City of Bixby
 116 W. Tweedle Avenue
 P.O. Box 70
 Bixby, OK 74608
 (P) 817-366-4130 (cell)
 (P) 817-366-6373 (fax)

DEMOGRAPHIC PROFILE	5 Mile Radius	10 Mile Radius	5 Minute Drive Time	10 Minute Drive Time
2014 Estimated Population	37,171	248,548	5,535	42,383
Total Number of Employees	10,901	117,939	2,081	12,316
Median HH Income	\$77,985	\$36,080	\$47,277	\$73,210

*Other Example Marketing Guides Available Upon Request

Execution of the Strategic Retail Recruitment Plan

People and Connections Make the Difference

Implementation

Upon completion and adaptation of the Strategic Retail Recruitment Plan, Retail Strategies puts its years of retail real estate experience – and a national network of retail, restaurant and developer contacts – to work on your behalf. Retail recruitment is a commercial real estate activity and, as such, requires all of the aforementioned elements in order to yield results. Retail Strategies will embark upon a sustained, aggressive recruitment campaign on behalf of Nolensville. We become an extension of the staff providing the focus, expertise, and relationships necessary to develop and execute a successful recruitment process.

Portfolio Review

Due to the number of engaged cities we work with, we have retailers and developers who are aggressively expanding their market presence regionally and nationally and want to sit down with our team to discuss our portfolio. Our firm has a roster of developers who are looking to replicate previous developments in similar communities across appropriate geographic regions. Retail Strategies meets with these retailers and developers in a variety of settings – corporately, regionally, at ICSC functions or in their offices – to position opportunities across our engaged city portfolio down to the specific sites meeting their criteria. Extensive analysis and preparation prior to the Portfolio Review allow meetings to focus on deal making in addition to exchanging information. Retailers and developers have told us that this is the most productive use of their time and their preferred way to discuss opportunities and negotiate deals.



*Full Team Bio's Located in Addendum B and online at www.retailstrategies.com

National Representation

How Do We Represent?

In 2015 Retail Strategies will attend more than thirty (30) Retail Real Estate Conferences to represent our clients to developers and expanding retailers. After thorough preparation for each convention, our team sits down with decision makers with data, sites, and other creative tools to position your community to attract the right retailer.

What is ICSC?

The International Council of Shopping Centers (ICSC) is the global trade association for the retail industry. ICSC helps both the public and private sector understand the market through educational programs, monthly publications, certification programs, and (most popular) Deal Making Conventions. The most well known and most attended is ICSC RECON which takes place annually in May in Las Vegas, NV. This year there are over 35,000 attendees and is the largest year on record. RECON is one of the largest opportunities for Retail Strategies to represent your community each year to expanding retail concepts. In addition, Regional Deal Making Shows are another great opportunity to meet with retail decision makers.

Deal Making Space

Retail Strategies invests heavily each year to provide a leading platform for our Clients at retail conferences nationally. By having this platform, retailers, brokers, developers, and investors take notice and will connect with our team to discuss your community. In 2015 Retail Strategies will have over 5,000 sf of deal making space for our team to represent and our clients to utilize across the country at more than a dozen retail conferences.

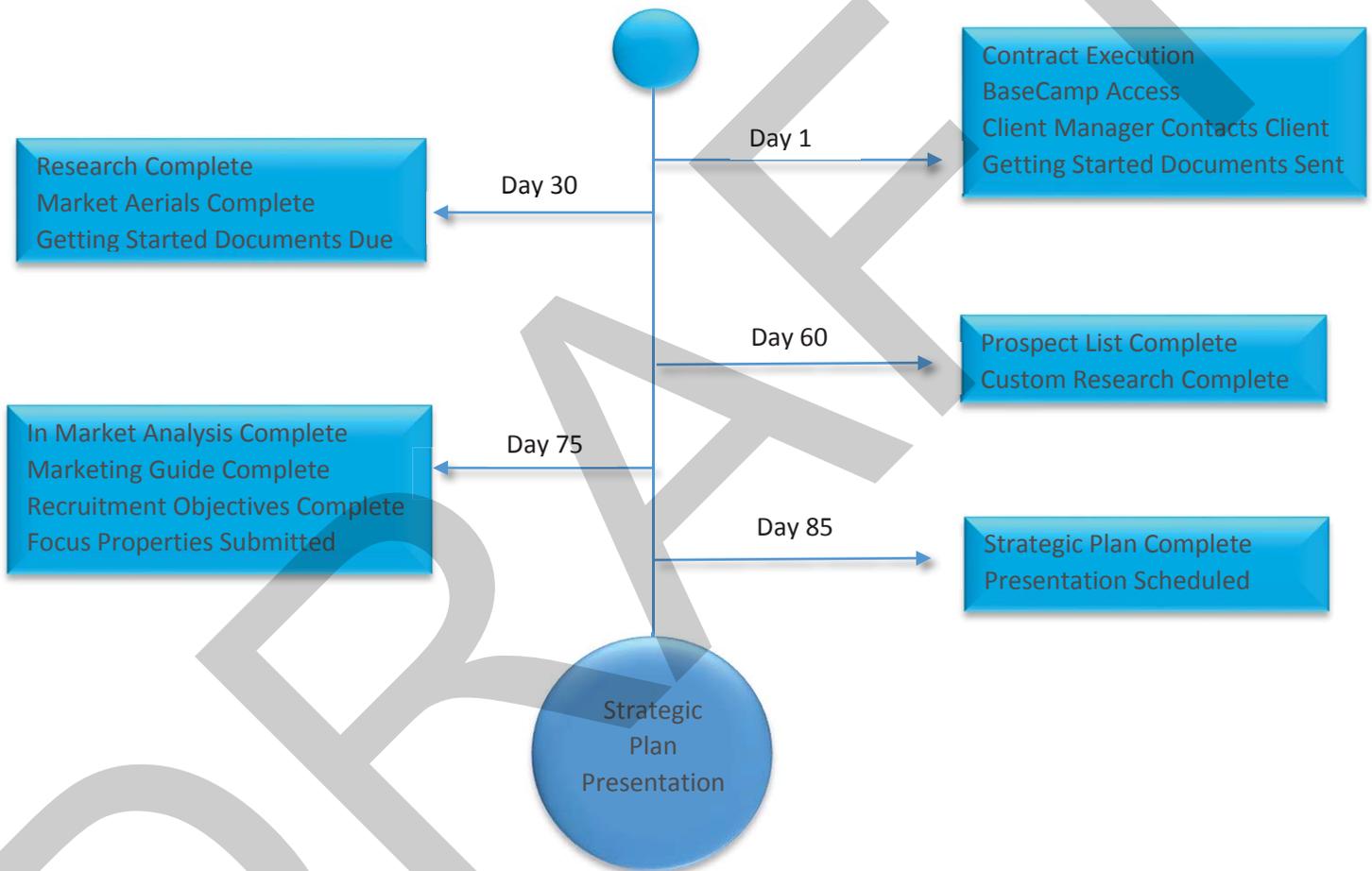


- LAS VEGAS 2015
- NEW YORK CITY 2015
- DALLAS 2015
- ATLANTA 2015
- CHICAGO 2015
- ORLANDO 2015
- OKLAHOMA CITY 2015
- NEW ORLEANS 2016
- CHARLOTTE 2016



On Boarding Process

Following the execution of our agreement, Retail Strategies begins immediately working to better understand and identify opportunities within the market. The following diagram gives you a brief perspective on the completion dates for the materials that go in to the Strategic Retail Recruitment Plan.



Investment



Full Service Engagement

Year 1

\$40,000

- Research Quantitative and In-Market Assessment of Real Estate Assets
- Access to BaseCamp
- Development of the Strategic Retail Recruitment Plan
 - Recruitment Strategy for New Retail and Restaurant Companies
 - Provide Identification and Recommendation of Retail Prospects
 - Recommendation of Site Locations for Retail/Restaurant Concepts
 - Development of Marketing Materials
 - Call List and Recruitment Updates
- Execution of Strategic Recruitment Plan
 - Working with local property owners, developers and real estate professionals in order to facilitate retail growth, including On Demand Research/Analysis
 - Outreach to retail prospects with continuous updating of Retail Prospect List
 - Representation at national and regional retail real estate conferences

Year 2 & 3

\$35,000

Retail Strategies, for year two and three of the engagement, will provide updated research and continue on-demand research reports/analysis.

- Updated quantitative research and on-demand research reports/analysis
- Updating of Strategic Retail Recruitment Plan
- Updating of Retail Prospect List
- Representation at national and regional retail real estate conferences
- Representation at national and regional retail real estate conferences

Addendum A: Data Approach and Analysis

DATA ANALYSIS METHODOLOGY AND APPROACH

Our research solutions are not a “one size fits all” or pre-formatted by an industry standard radius or drive-time area. Each city, neighborhood or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept.

PRIMARY DATA RESOURCES

Census, AGS, and ESRI Demographics: By incorporating demographic data from multiple sources, DDR is able to better understand the population, income and retail spending shifts taking place in the current economic environment.

Business Location Data: This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics. Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospects.

Consumer Expenditures: This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, CEX provides reliable estimates of market demand and average household expenditures.

Retail Potential: This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

Tapestry Psychographic Segmentation: Tapestry, an ESRI product, classifies US neighborhoods into 65 market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups.

Additional Information and Sources for our Research:

- Census data from 1980 through 2010 (Census years), current year and 5 year projections. Data and reports are updated annually and across all identified retail trade areas for all client engagements.
- Most of our data providers use similar methodologies for creating estimates and projections – which is then impacted by methodologies for aggregating that data across block groups up to trade area boundaries.
- AGS demographics for current year and 5 year projections.

- ESRI demographics for current year and 5 year projections.
- Claritas demographics for current year and 5 year projections.
- We use the following additional datasets for segmentation analysis:
 - MOSAIC
 - Tapestry
- MRI's Consumer Behavior and Attitude data.
- Additional data from the Bureau of Economic Analysis, Census of Retail/Consumer Spending, and the Department of Labor.
- Multiple sources for our GAP Analysis supplemented by business databases and our boots on the ground market research.
- Crime stats directly from the FBI.
- IPEDS for analysis of 2 year and 4 year education institutions when needed to better understand the demographics of college students in a given market/trade area.
- We create geographies and maps down to areas as small as .5 mile radius or 1 minute travel times.
- We create custom retail trade areas by aggregating geography boundaries or hand drawing polygons.
- Our software solutions allow us to filter a retailer's locations to then match targeted sites within each engaged clients retail trade area(s).
- We use Regus software to create aeriels by city, retail trade area or development/redevelopment zones including locations of all existing retail. Regus also allows us to map identified development, redevelopment and higher and best use locations within targeted retail corridors.

Conduct Market Research

- Identify Nolensville Retail Trade Areas

Retail Strategies will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities and through our onsite market visits

- Perform Market & Retail GAP Analysis

Once the Retail Trade Areas are identified, we begin the process of performing detailed demographic research, GAP/leakage analysis across all retail categories and household level consumer expenditure reviews to use as part of our pro-active outreach to retailers. Our Custom Demographic Research includes Historical, Current, and Projected Demographics from multiple sources

- Conduct Retail Peer Identification and Analysis

Retailers have a tendency to locate in similar communities and/or trade areas. By identifying communities similar to Nolensville markets from a demographic and business scope, we can analyze those retailers who have shown a propensity to locate in these peer areas.

- Provide Consumer Attitude and Behavior Analysis

Our detailed consumer attitude and behavior data allows us to drill down to the consumer level and understand their preferences and likelihood to purchase products and services. Local retail businesses can use this data to better understand the product and service mix needed to grow their company and capture spending that may be leaving the immediate trade area

- Identify/Evaluate/Catalog Available Commercial Properties and Development Opportunities

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the Retail Strategies team to position specific properties to retail prospects. Our licensed real estate professionals drive the market and retail corridors within Nolensville to build a database of the available commercial properties

- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis

Retailers today know the psychographic profiles of their target consumer. Through Tapestry Lifestyles we are able to review 65 segmentation groups and match the consumer profile of Nolensville shoppers to prospective retailers. This data can also be critical to retailers regarding the types of product and service offered once the location decision has been reached

- Thematic Mapping and Aerial Imagery by trade area

Data visualization allows retailers to identify and target areas for expansion/relocation and the consumers that match their customer profile

Addendum B: Team Bio's



LAURA HUDSON

BUSINESS DEVELOPMENT & CLIENT MANAGEMENT

Laura specializes in the execution of the strategic retail recruitment plan, focusing on the identification of companies to fill the product and service gaps within each community's trade area. Laura's experience includes retail sales, market analysis, and real estate property management. She is a licensed real estate professional and is a member of International Council of Shopping Centers.

Laura graduated in 2005 from the University of Alabama, majoring in Fashion Retail and minoring in Marketing. In 2013 she received her Masters of Business Administration with a concentration in Entrepreneurship from Samford University.



LACY BEASLEY

VICE PRESIDENT OF BUSINESS DEVELOPMENT

Lacy serves as Vice President of Business Development. She has been involved in Retail Consulting across the Southeast for the past five years as the Municipality Consultant Director at The Shopping Center Group. Prior to her work with TSCG, Lacy was with the Dickson County Chamber of Commerce.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Lacy Beasley has served on the ICSC TN/KY Idea Exchange Committee, CCIM Economic Outlook Committee, and Economic Development Association of Alabama [EDAA] Retail Committee. She has spoken on retail trends and best practices in retail recruitment to the Tennessee Valley Authority, Alabama Certified Municipal Officials, Tennessee Economic Development Council, Tennessee League of Municipalities and other organizations.



WADE ROBINETT

EXECUTIVE VICE PRESIDENT

Wade will lead Retail Strategies execution of our clients' strategic plan and recruitment strategy as he oversees the team of Client Managers and Retail Recruiters engaged in each client city.

Prior to joining Retail Strategies, Wade spent twelve years at Colonial Properties Trust, a publicly traded REIT, where he specialized in new development project leasing. He was involved in all aspects related to new developments including site plan design, tenant strategy and leasing execution. Wade's project leasing experience has resulted in developing working relationships with a network of national brokers, developers and retailers. His experience also included ground up development and mixed used projects that incorporated retail, office and residential.

In addition, Wade managed the leasing team for 20 open air centers totaling over five million square feet in Texas, Tennessee, Florida, North Carolina, Alabama, and Georgia. He handled all communication with the asset managers and was responsible for overseeing all deal making. Wade's first ten years in the commercial real estate industry began at Colliers Keenan in South Carolina where he leased distressed shopping centers throughout the Southeast.



MEAD SILSBREE, III
PRINCIPAL

Mead Silsbree co-founded Retail Strategies in 2011 and brings over a decade of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama.

He previously held positions at Hamlet Homes and Intermountain Mortgage Company in Park City, Utah.

Mead graduated from the Randolph-Macon College in Ashland, Virginia where he earned a bachelor's degree in history and economics. In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC)



JOE STRAUSS
RETAIL RECRUITMENT COORDINATOR

Joe joined Retail Strategies in 2014 with a background in real estate. He specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area.

Prior to joining Retail Strategies, Joe has been doing real estate since 2007 in Tuscaloosa, AL. Joe graduated from the University of Alabama with a bachelor's degree in Finance and a concentration in real estate. He was born and raised in Columbia, SC and in his spare time Joe enjoys going to the lake, playing golf, and making it back to Tuscaloosa to watch Alabama football.



JORDAN WILLIAMS
RETAIL RECRUITMENT COORDINATOR

Jordan specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area.

Jordan graduated from the University of Alabama at Birmingham with a bachelor's degree in Economics and a concentration in analysis and policy. In his spare time Jordan enjoys Auburn football, golf, basketball, and visits to the farm with his fiancé.



LAURA MARINOS
RESEARCH COORDINATOR

As the Research Coordinator at Retail Strategies, Laura is responsible for all research and market analysis. Laura's primary responsibilities are creating marketing materials, maps, aeriels and demographic reports. Laura also assists in database management, client communication, advanced research and the organization of all digital media.

Laura graduated from the University of Alabama at Birmingham in 2011 and earned a Bachelor of Science in Marketing. Laura is originally from Tuscaloosa, Alabama but moved to Birmingham in 2007.



FORD FITTS
RESEARCH ANALYST

Ford is a member of the Retail Strategies team assisting in the research and retail recruitment efforts for municipal clients.

He works with business developers and client managers on creating trade areas and research reports for their clients. He brings research experience from working for a strategic advocacy firm in Washington D.C. that served political campaigns, non-profit organizations and corporate clients.

Ford graduated from the University of Alabama with a bachelor's degree in History.

For a full list of our team members and their bio please visit: <http://www.retailstrategies.com/about-us/our-team/>

Addendum C: Optional Services

Incentives Consulting

Retail development in today's market, while improving from the downturn which occurred in the 2008–2011 period, requires much cooperation from all parties involved. Many new retail development projects show how this mutual partnership between the retailers, developers and municipalities can result in WIN–WIN scenarios for all involved. Economic development partnerships between cities seeking retail, developers looking for new opportunities and retailers looking to grow in new markets which seemed a stretch in the past, are now happening thru this team effort.

In the past, when development economics didn't seem to make sense, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, we believe the municipality needs to have a "seat" at the table initially in all new or re-development projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps can become deal makers versus deal breakers.

Each municipality in each state differs in the capability and method for providing assistance. Many development agreement alternatives exist to "bridge the gap" and deal with funding

shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the City develops city-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn previously economically difficult deals into new development projects. By creating a partnership with the municipality from the outset of a deal, more opportunities exist for new and exciting retail developments to occur.

Additional Property Marketing Materials

As a part of our engagement Retail Strategies will develop marketing materials for the City of Nolensville market including key development/redevelopment sites. In the event developers, property owners, and/or commercial realtors request similar marketing materials for their sites, Retail Strategies can create these collateral materials for a fee.

DRAFT