

CONSENT AGENDA
Williamson County Board of Commissioners
May 13, 2013, 7:00 p.m.

NOTARIES

SECOND READINGS:

FUNDS IN-LIEU-OF AND ESCROW:

ACCEPTING ROADS:

OTHER:

Motion to Accept: _____ ^{2nd} _____ Vote _____

NOTE: All matters listed on the Consent Agenda are considered to be routine. There will be no separate discussion of these items unless a County Commission member so requests, in which case it will be removed from the Consent Agenda so that discussion may be held on that item.

NOTARIES

(MAY, 2013)

NEW

ANDERSON, PAULA GAIL
ATKINSON, SARAH MARIE
BARDON, KIRA MARIE
BASS, JONATHAN MICHAEL
BLATTON, TERRI ANN
BOTTORFF, SHARON B.
CARSON, JERRI E.
CARUSO, FRANK SAMUEL
CHAFFIN, RICHMOND ARTHUR
COBB, BRIAN DON
COSTELLO, JEANNE MARIE
DANCE, FRED C.
DAVIS, LUANNE CAROL
DEVERAUX, TORI E.
DUNN, TAMMY D.
DYE, BRITTANY JEAN
ELLIOTT, AMANDA LEE
ERICKSON, HEATHER L.
EVOSEVIC, JOHN COLEMAN
FENTRESS, LONNIE ALLAN
FRENCH, CAROLE ANN
GORE, CYNTHIA ANN
GRANT, VICTORIA E.
HART, SUSAN L.
HEAD, PATRICIA DIANE
HEWITT, MERRY A.
HINMAN, KAREN ANN
HODGE, NIGEL
HOPKINS, RITA A.
HOWELL, MARY ANN
KELLEY, ANNETTE P.
LAW, COURTNEY BROOKE
LENZEN, SANDRA ELIZABETH
LOPEZ, KATYA MARIE
LOVETT, CODY FARRIS
MANSELL, LARA M.
MARKHAM, LINDA B.
MAYFIELD, LINDSE ELISE
McCLURE, JULIE BARR
McKNIGHT, MARY L.
MOUSER, AMBER
NICODEMUS, SANDRA
NIMRI, DAVID WASFI JAMIL
OLIVO, TYSON REID
PALK, BETH
PAYNE, DEBORAH H.
PENNESI, ANNA M.
PITTS, AMY NICOLE
REITER, JODI L.
ROSE, JONATHAN JAMES
ROWAN, APRIL DAWN
RYAN, KIMBERLY DIANE
SCOTT, THOMAS HOWARD
SHELTON, TIFFANY G.
SMITH, JESSICA BUNTIN
SMITH, STEPHANIE KATHERINE
SPAIN, CHRISTY W.
STOKES, BROOKE MICHELLE
TAYLOR, SANDRA
TEIXEIRA, CAROLYN MEDINA
VAUGHAN, DIANNA KAY
VAUGHN, TAMIKA
WALKER, KATHLEEN JANE
WAYMORE COLLIER, TINA MARIE
WESTMAAS, CHRISTINE MARIE
WILLIAMS, SANDRA NAOMI WILSON
WOMACK, MARY DENISE

RENEWALS

ANDERSON, CHARLES M.
ANDERSON, CHERYL D.
AVERY, JILLIAN H.
BAINES, HATTIE
BARGER, RUSS
BARKER, LONNA
BARRERA, CRISTINA
BERGMAN, ELIZABETH A.
BROWN, CINDA F.
BROWN, LINDA J.
CAIN, TREY

RENEWALS

CALHOUN, KIM D.
CAREY, CHRISTINA A.
CARTER, S. R.
CASH, LORRAINE J.
CATRON, H. EDWARD, JR.
CLEM, STEPHANIE
COLLINS, JOANNE
CUA, NICOLE MARIE
CURRY, RAY M., JR.
DRAKE, TODD
EDWARDS, CAROL
FARMER, HEATHER
FARRIS, JODIE B.
FLEMING, BARBARA
FRASER, SANDRA B.
GRIFFIN, SHALACY C.
GRIFFY, NEAL B.
HANSON, JUDITH L.
HARLAN, LINDA M.
HART, JOHN G.
HAZARD, KAREN
HERRING, CHAD LEROY
HERRON, TRACEY
HOCKENBERY, JESSICA
HODGES, SUSAN J.
KEITZMAN, KAREN S.
KELTON, JANICE K.
KEY, BRANDY L.
LAMPLEY, JACKIE
LANGLEY, TAMMY A.
LEA, SARAH
LEMONS, KEITH R.
LITTLE, KEVIN P.
LOFTIS, MARGARET A.
LOGAN, LUCIE
MARTIN, VIRGINIA G.
McCAIN, RUSSELL J.
McCARVILLE, CYNTHIA M.
McCLURE, JULIE B.
McLEMORE, JAY R.
McTAVISH, TODD
MITCHELL, TERRI
MOULDS, ANITA
MURRIE, KATHERINE
OUTTEN, MELISSA A.
PALK, BETH
PAUL, FAYE
POE, KELLY D.
POTEETE, JEAN C.
POTTS, NEVURNEL
PRITCHARD, HOLLY RUSSELL
PULLEY, SANDRA
QUIJANO, MICHELLE
RAY, S. RENE
REED, MAYBELLE
RIGGINS, JUANITA C.
ROGERS, PAULA
SHORT, ANGELA M.
SINGLETON, CAROL
SMITH, BRYCE
SMITH, KENNETH A.
SOLIS, DAWN
STARKEY, SANDRA K.
STEPHENS, TERESA J.
SWAYZE, ROBERT L.
THOMPSON, AMANDA S.
TOLBERT, MELISSA B.
TUMMINELLO, ELIZABETH
VARNON, HEATHER
VAUGHN, TAMIKA
VINCENT, JANELLE B.
WATKINS, HELEN
WEBB, DEDRA W.
WELLS, ASHLEY B.
WICKS, GARY W., SR.
WITTHERSPOON, CATHERINE B.
WOMACK, KIMBERLY D.
WORLEY, JENNIFER

RESOLUTION NO. 5-13-2

Requested by: Planning Department

**A RESOLUTION TO AMEND THE ZONING ORDINANCE TEXT,
ORIGINALLY ADOPTED MAY 14, 2012, AS IT RELATES TO SETBACKS
FOR NONCONFORMING LOTS**

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the Update to the Zoning Ordinance ("2013 Zoning Ordinance") and Official Zoning Map, and established an effective date of January 1, 2013; and

WHEREAS, the 2013 Zoning Ordinance does not currently contain provisions related to setbacks for nonconforming lots; and

WHEREAS, this proposed amendment will govern the setbacks for such lots based upon whether the lot was platted, un-platted, or created prior to the enactment of zoning regulations; and

WHEREAS, on February 14, 2013, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and

WHEREAS, based upon its consideration of all the information, public comment and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendment as presented; and

WHEREAS, the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the 2013 Zoning Ordinance as recommended by the Regional Planning Commission; and

WHEREAS, due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 13th day of May, 2013, after conducting the public hearing as required by law, hereby adopts the amendment to the 2013 Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective and enforced on this the 13th day of May, 2013.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 11 Against: 0

Commission Action Taken: For: _____ Against: _____ Pass: _____ Out: _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

ATTACHMENT 31-1

Add New Section 10.06

ATTACHMENT RESOLUTION NO. 5-13-2

Section 10.06: Setbacks for Nonconforming Lots That Do Not Meet the Minimum Lot Size for the Subject Zoning District

The minimum setbacks for a lot that does not meet the lot size requirements for the zoning district in which it is located shall meet one of the following:

- (A) For lots that have been platted in accordance with the Williamson County Subdivision Regulations, the setbacks shall be governed by that noted on the subdivision plat; or
- (B) For lots that have not been platted in accordance with the Williamson County Subdivision Regulations, the setbacks in place at the time the lot was created shall govern; or
- (C) For lots created prior to zoning regulations being enacted in Williamson County, the setbacks shall meet one of the following:
 - (1) For lots of less than 1 acre in size, the setbacks shall be the same as for Conservation Subdivisions located within the RP-1 District; or
 - (2) For lots that are 1 acre or greater in size, the setbacks shall be the same as for Traditional Subdivisions located within the RP-1 District.

Change Current Section 10.06 to Section 10.07 and change all internal Section references for Tables from 10.06 to 10.07. Changes are in Red

Section 10.07: Summary Table of Dimensional Standards

- (A) **SUMMARY TABLES OF DIMENSIONAL STANDARDS**

Tables 10.07-1, 10.07-2, and 10.07-3, which begin on the next page, are summary tables of the dimensional standards established for all the zoning districts established in this Article. Where the standards in this table conflict with those set forth in this Ordinance, the most restrictive standards shall apply.
- (B) Additional standards related to accessory uses are located in Section 11.04: Accessory Uses and Structures.

TABLE -1: SUMMARY TABLE OF DIMENSIONAL STANDARDS

DISTRICT	STRUCTURE TYPE	MINIMUM LOT AREA		MAXIMUM GROSS RESIDENTIAL DENSITY		MAXIMUM HEIGHT
		TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	
A	Residential Structures	15 acres	Not Applicable	Not Applicable		Not Applicable
	Nonresidential Structures	15 acres	Not Applicable	Not Applicable		Not Applicable
RP-5	Residential Structures	5 acres	1 acre	1 unit per 5.0 acres		Not Applicable
	Nonresidential Structures	5 acres		Not Applicable		Not Applicable
RD-5	Residential Structures	5 acres	1 acre	1 unit per 5.0 acres		Not Applicable
	Nonresidential Structures	5 acres		Not Applicable		Not Applicable
RP-1	Residential Structures	1 acre	10,000 square feet	1 unit per acre		3.0 stories
	Nonresidential Structures	1 acre		Not Applicable		3.0 stories
RD-1	Residential Structures	1 acre	10,000 square feet	1 unit per acre		3.0 stories
	Nonresidential Structures	1 acre		Not Applicable		3.0 stories
SIC	Residential Structures	1 acre	8,000 square feet [1]	1.0 unit per acre	1.2 units per acre	3.0 stories
	Nonresidential Structures	1 acre		Not Applicable		3.0 stories
MGA-1	Residential Structures	1 acre	Not Applicable	Not Applicable		3.0 stories
	Nonresidential Structures	1 acre	Not Applicable	Not Applicable		3.0 stories
MGA-5	Residential Structures	5 acres	Not Applicable	Not Applicable		3.0 stories
MGA-5	Nonresidential Structures	5 acres	Not Applicable	Not Applicable		3.0 stories
MGA-H	Residential Structures	20,000 square feet	Not Applicable	2.0 units per acre		3.0 stories
	Nonresidential Structures	15,000 square feet	Not Applicable	Not Applicable		3.0 stories
H [2]	Residential Structures	20,000 square feet	Not Applicable	2.0 units per acre		3.0 stories
	Nonresidential Structures	15,000 square feet	Not Applicable	Not Applicable		3.0 stories
V [3]	Residential	15,000 square	Not Applicable	3.0 units per acre		3.5 stories

TABLE - I: SUMMARY TABLE OF DIMENSIONAL STANDARDS

SUBAREA	STRUCTURE TYPE	MINIMUM LOT AREA		MAXIMUM GROSS RESIDENTIAL DENSITY		MAXIMUM HEIGHT
		TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	
	Structures	feet				
	Nonresidential Structures	10,000 square feet	Not Applicable	Not Applicable		3.5 stories
CGV-CORE SUBAREA	Residential Structures	15,000 square feet	Not Applicable	3.0 units per acre	Not Applicable	3.0 stories
	Nonresidential Structures	Not Applicable		Not Applicable	Not Applicable	3.0 stories
CGV-General Subarea	Residential Structures	1/2 acre	Not Applicable	2.0 units per acre	Not Applicable	3.0 stories
	Nonresidential Structures	1 acre		Not Applicable	Not Applicable	3.0 stories
LFV-Core Subarea	Residential Structures	10,000 square feet	Not Applicable	4.0 units per acre	Not Applicable	2.0 stories
	Nonresidential Structures	Not Applicable	Not Applicable	Not Applicable	Not Applicable	2.0 stories
LFV-General Subarea	Residential Structures	1 acre	Not Applicable	2.0 units per acre	Not Applicable	2.0 stories
	Nonresidential Structures	1 acre	Not Applicable	Not Applicable	Not Applicable	2.0 stories
NC	See Section 10.02:(L): Neighborhood Conservation District (NC).					
NCMH	See Section 10.02:(M): Neighborhood Conservation Manufacture Housing District (NCMH).					
840C	Residential Structures	1 acre	8,000 square feet [1]	1.0 unit per acre	1.2 units per acre	3.0 stories
	Nonresidential Structures	1 acre		Not Applicable		5.0 stories
NOTES:						
[1] Up to 15 percent of the total lots may be reduced to 6,000 square feet in compliance with Error! Reference source not found. Section 10.02:(F)(2)(c) or Section 10.02:(N)(2)(c) Error! Reference source not found., as applicable.						
[2] See also Section 10.02:(J)(3): Nonresidential Development Contextual Design Standards.						
[3] See also Section 10.02:(K)(3): Nonresidential Development Contextual Design Standards						

TABLE -2: SUMMARY TABLE OF MINIMUM SETBACKS

ZONING DISTRICT	STRUCTURE TYPE	FRONT YARD SETBACK			SIDE YARD SETBACK		REAR YARD SETBACK	
		TRADITIONAL SUBDIVISIONS 1 ACRE TO 4.99 ACRES	TRADITIONAL SUBDIVISIONS 5 ACRES OR GREATER	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS
A	Residential Structures	Not Applicable	100 feet	Not Applicable	100 feet	Not Applicable	50 feet	Not Applicable
	Nonresidential Structures	100 feet			50 feet	Not Applicable	50 feet	Not Applicable
RP-5	Residential Structures	Not Applicable	100 feet	50 feet	25 feet	20 feet	50 feet	30 feet
	Nonresidential Structures	100 feet			50 feet		50 feet	
RD-5	Residential Structures	Not Applicable	100 feet	50 feet	25 feet	20 feet	50 feet	30 feet
	Nonresidential Structures	100 feet			50 feet		50 feet	
RP-1	Residential Structures	60 feet	100 feet	35 feet	20 feet	5 feet	60 feet	30 feet
	Nonresidential Structures	60 feet			35 feet		60 feet	
RD-1	Residential Structures	60 feet	100 feet	35 feet	20 feet	5 feet	60 feet	30 feet
	Nonresidential Structures	60 feet			35 feet		60 feet	
SIC	Residential Structures	60 feet	100 feet	25 feet	20 feet	5 feet	60 feet	30 feet
	Nonresidential Structures	60 feet			35 feet		60 feet	
MGA-1	Residential Structures	60 feet	100 feet	Not Applicable	20 feet	Not Applicable	60 feet	Not Applicable
	Nonresidential Structures	60 feet			35 feet	Not Applicable	60 feet	Not Applicable
MGA-5	Residential Structures	Not Applicable	100 feet	Not Applicable	20 feet	Not Applicable	60 feet	Not Applicable
	Nonresidential Structures	60 feet			35 feet	Not Applicable	60 feet	Not Applicable
MGA-H	Residential Structures	35 feet	100 feet	Not Applicable	15 feet	Not Applicable	25 feet	Not Applicable
	Nonresidential Structures	35 feet			15 feet	Not Applicable	25 feet	Not Applicable
H[1]	Residential Structures	35 feet	100 feet	Not Applicable	15 feet	Not Applicable	25 feet	Not Applicable
	Nonresidential Structures	35 feet			15 feet	Not Applicable	25 feet	Not Applicable
V[2]	Residential Structures	50 feet	100 feet	Not Applicable	15 feet	Not Applicable	30 feet	Not Applicable
	Nonresidential Structures	50 feet			15 feet	Not Applicable	30 feet	Not Applicable

TABLE 2: SUMMARY TABLE OF MINIMUM SETBACKS

	STRUCTURE TYPE	FRONT YARD SETBACK			SIDE YARD SETBACK		REAR YARD SETBACK		
		TRADITIONAL SUBDIVISIONS 1 ACRE TO 1/4 ACRES	TRADITIONAL SUBDIVISIONS 1/4 ACRES OR GREATER	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	
CGV-CORE SUBAREA	Residential Structures	20 feet			Not Applicable	5 feet	Not Applicable	30 feet	Not Applicable
		30 feet maximum				20 feet on corner lot			
	Nonresidential Structures	5 feet			Not Applicable	0 feet	Not Applicable	30 feet	Not Applicable
		15 feet maximum [3]				10 feet on corner lot			
CGV-General Subarea	Residential Structures	50 feet			Not Applicable	20 feet	Not Applicable	30 feet	Not Applicable
	Nonresidential Structures	50 feet			Not Applicable	25 feet	Not Applicable	30 feet	Not Applicable
LFV-Core Subarea	Residential Structures	20 feet			Not Applicable	5 feet	Not Applicable	30 feet	Not Applicable
		40 feet maximum				20 feet on corner lot			
	Nonresidential Structures	5 feet			Not Applicable	0 feet	Not Applicable	30 feet	Not Applicable
		25 feet maximum [3]				10 feet on corner lot			
LFV-General Subarea	Residential Structures	30 feet			Not Applicable	20 feet	Not Applicable	30 feet	Not Applicable
	Nonresidential Structures	30 feet			Not Applicable	25 feet	Not Applicable	30 feet	Not Applicable
NC	See Section 10.02:(L): Neighborhood Conservation District (NC).								
NCMH	See Section 10.02:(M): Neighborhood Conservation Manufacture Housing District (NCMH).								
840C	Residential Structures	20 feet	100 feet	60 feet	30 feet		3.0 stories		
	Nonresidential Structures	30 feet			60 feet		5.0 stories		
<p>NOTES:</p> <p>[1] See also Section 10.02:(J)(3): Nonresidential Development Contextual Design Standards.</p> <p>[2] See also Section 10.02:(K)(3): Nonresidential Development Contextual Design Standards</p> <p>[3] The maximum front yard setback does not apply to Religious Institutions or Educational Facilities.</p>									

TABLE 10-3: SUMMARY TABLE OF MINIMUM LOT WIDTHS

STRUCTURE TYPE	MINIMUM LOT WIDTH				
	TRADITIONAL SUBDIVISIONS 1 ACRE TO 2.99 ACRES	TRADITIONAL SUBDIVISIONS 3 ACRES TO 4.99 ACRES	TRADITIONAL SUBDIVISIONS 5 ACRES OR GREATER	CONSERVATION SUBDIVISIONS	
A	Residential Structures	Not Applicable		200 feet	Not Applicable
	Nonresidential Structures	Not Applicable		200 feet	Not Applicable
RP-5	Residential Structures	Not Applicable		200 feet	100 feet
	Nonresidential Structures	Not Applicable		200 feet	
RD-5	Residential Structures	Not Applicable		200 feet	100 feet
	Nonresidential Structures	Not Applicable		200 feet	
RP-1	Residential Structures	130 feet	160 feet	200 feet	60 feet
	Nonresidential Structures	130 feet			
RD-1	Residential Structures	130 feet	160 feet	200 feet	60 feet
	Nonresidential Structures	130 feet			
SIC	Residential Structures	130 feet	160 feet	200 feet	60 feet
	Nonresidential Structures	130 feet			
MGA-1	Residential Structures	130 feet	160 feet	200 feet	Not Applicable
	Nonresidential Structures	130 feet			Not Applicable
MGA-5	Residential Structures	Not Applicable		200 feet	Not Applicable
	Nonresidential Structures	130 feet			Not Applicable
MGA-H	Residential Structures	80 feet		150 feet	Not Applicable
	Nonresidential Structures	80 feet			Not Applicable
H [1]	Residential Structures	80 feet		150 feet	Not Applicable
	Nonresidential Structures	80 feet			Not Applicable
V [2]	Residential Structures	50 feet		150 feet	Not Applicable
	Nonresidential Structures	50 feet			Not Applicable
CGV-	Residential	50 feet		150 feet	Not Applicable

TABLE 10.02-3: SUMMARY TABLE OF MINIMUM LOT WIDTHS

DISTRICT	STRUCTURE TYPE	MINIMUM LOT WIDTH					
		TRADITIONAL SUBDIVISIONS 1 ACRE TO 2.99 ACRES		TRADITIONAL SUBDIVISIONS 3 ACRES TO 5 ACRES		TRADITIONAL SUBDIVISIONS 6 ACRES OR GREATER	CONSERVATION SUBDIVISIONS
CORE SUBAREA	Structures						
	Nonresidential Structures	Not Applicable					Not Applicable
CGV- GENERAL SUBAREA	Residential Structures	75 feet			150 feet		Not Applicable
	Nonresidential Structures	Not Applicable					Not Applicable
LFV- Core Subarea	Residential Structures	40 feet			150 feet		Not Applicable
	Nonresidential Structures	40 feet					Not Applicable
LFV-General Subarea	Residential Structures	75 feet			150 feet		Not Applicable
	Nonresidential Structures	100 feet					Not Applicable
NC	See Section 10.02:(L): Neighborhood Conservation District (NC).						
NCMH	See Section 10.02:(M): Neighborhood Conservation Manufacture Housing District (NCMH).						
840C	Residential Structures	130 feet	160 feet	200 feet	250 feet	200 feet	60 feet
	Nonresidential Structures	100 feet					
<p>NOTES:</p> <p>[1] See also Section 10.02:(J)(3): Nonresidential Development Contextual Design Standards.</p> <p>[2] See also Section 10.02:(K)(3): Nonresidential Development Contextual Design Standards.</p>							

4/9/13
1:30 p.m.
Jw

RESOLUTION NO. 5-13-3

Requested by: **Planning Department**

**A RESOLUTION TO AMEND THE ZONING ORDINANCE TEXT, ORIGINALLY ADOPTED
MAY 14, 2012, AS IT RELATES TO THE
INSPECTION OF NON-TRADITIONAL WASTEWATER
COLLECTION SYSTEMS**

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the Update to the Zoning Ordinance ("2013 Zoning Ordinance") and Official Zoning Map, and established an effective date of January 1, 2013; and

WHEREAS, the 2013 Zoning Ordinance requires the applicant to demonstrate that the Tennessee Department of Environment and Conservation ("TDEC") has confirmed the installation of Non-Traditional Wastewater Collection Systems in order for the Performance Bond securing these improvements to be converted to a Maintenance Bond; and

WHEREAS, TDEC has indicated it lacks sufficient personnel to conduct such inspections; and

WHEREAS, this amendment would remove the requirement that TDEC conduct such inspections; and

WHEREAS, the design engineer and utility provider will still be required to confirm the system's satisfactory installation; and

WHEREAS, at their February 6, 2013 meeting, the Williamson County Water and Wastewater Authority reviewed this proposed amendment, which is attached hereto and incorporated herein, and has unanimously recommended approval of same; and

WHEREAS, on February 14, 2013, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment; and

WHEREAS, based upon its consideration of all the information, public comment and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendment as presented; and

WHEREAS, the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the 2013 Zoning Ordinance as recommended by the Regional Planning Commission; and

WHEREAS, due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 13th day of May, 2013, after conducting the public hearing as required by law, hereby adopts the amendment to the 2013 Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective and enforced on this the 13th day of May, 2013.



County Commissioner



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Water and Wastewater Authority: For: 5 Against: 0

Regional Planning Commission: For: 11 Against: 0

Commission Action Taken: For: _____ Against: _____ Pass: _____ Out: _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

ATTACHMENT 32-1

PROPOSED AMENDMENT TO 2013 ZONING ORDINANCE IN REGARD TO NON-TRADITIONAL WASTE WATER SYSTEMS AND THEIR COLLECTION SYSTEMS

Revise Section 20.08 (B) (2) as follows:

(2) Maintenance Bond

Following completion of the required Performance Bond period, the Water and Wastewater Authority and/or the Planning Commission may choose to convert the bond to a Maintenance Bond in an amount equal to 30 percent of the Performance Bond amount. The Maintenance Bond shall remain in effect for a minimum of two years.

Before a Performance Bond for the Wastewater Collection System is reduced to a Maintenance Bond, the following must be provided:

- a) A sealed letter from the Design Engineer that the Wastewater Collection System has been installed in accordance with the design plans; and
- b) A letter from the Utility Provider that it has accepted the Wastewater Collection System and that the System is available for operation/connection.

COMMENT: Per TDEC, they do not have the personnel to inspect the collection systems. Accordingly, it would seem appropriate that both the design engineer and the utility provider to continue to be charged with this task; additionally, this would be consistent with our past practices as it relates to mechanical plants.

Article 20, Section 20.08: Assurance for Completion and Operation of Improvements (Bonding Requirements): (B)(2): Maintenance Bond.

Remove existing (a) and renumber existing (b) and (c) to (a) and (b), respectively. Changes are in Red.

(2) Maintenance Bond

Following completion of the required Performance Bond period, the Water and Wastewater Authority and/or the Planning Commission may choose to convert the bond to a Maintenance Bond in an amount equal to 30percent of the Performance Bond amount. The Maintenance Bond shall remain in effect for a minimum of two years.

Before a Performance Bond for the Wastewater Collection System is reduced to a Maintenance Bond, the following must be provided:

- ~~a) A letter from TDEC that the Wastewater Collection System has been installed and is functioning~~
- a) A sealed letter from the Design Engineer that the Wastewater Collection System has been installed in accordance with the design plans; and
- b) A letter from the Utility Provider that it has accepted the Wastewater Collection System and that the System is available for operation/connection.

COMMENT: Per TDEC, they do not have the personnel to inspect the collection systems. Accordingly, it would seem appropriate that both the design engineer and the utility provider to continue to be charged with this task; additionally, this would be consistent with our past practices as it relates to mechanical plants

RESOLUTION NO. 5-13-4
Requested by: Board of Education

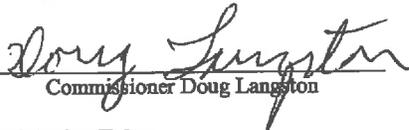
**RESOLUTION AMENDING THE 2012-2013 GENERAL PURPOSE SCHOOL FUND
OPERATING BUDGET \$275,000 FOR GASOLINE AND PARTS FROM ADDITIONAL BEP
FUNDS**

WHEREAS, there is a need for additional funds in the gasoline and parts accounts codes of the transportation department's budget which is caused in part to the number of older buses in our inventory; and

WHEREAS, we will fund this need from the additional BEP funds received in excess of the budgeted amount;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 13, 2013 approve and amend the General Purpose School Fund 2012-2013 operating budget in the following manner:

Revenue			
141.465110	BEP funds		\$275,000
Expenditure			
Increase			
141.72710.542500	Gasoline		\$200,000
141.72710.545300	Maintenance and Repair parts		75,000


Commissioner Doug Langston

Committees Referred to and Action Taken		
School Board	Yes <u>12</u>	No <u> </u>
Education	Yes <u> 5</u>	No <u> 0</u>
Budget	Yes <u> 5</u>	No <u> 0</u>
Commission	Yes <u> </u>	No <u> </u>

Elaine Anderson-County Clerk

Jack Walton – Commission Chairman

Date

Rogers Anderson-County Mayor

4/17/13
1:00 p.m.
Jw

RESOLUTION NO. 5-13-5
Requested by: Board of Education

**RESOLUTION AMENDING THE 2012-2013 GENERAL PURPOSE SCHOOL FUND
OPERATING BUDGET \$242,000 VIDEO CAMERAS FROM FUND BALANCE**

WHEREAS, many of our buses have video cameras that are inoperable or in need of replacement parts that can no longer be ordered; and therefore, we need to purchase new video cameras for our buses; and

WHEREAS, we will use fund balance to meet this need;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 13, 2013 approve and amend the General Purpose School Fund 2012-2013 operating budget in the following manner:

Revenue	Fund Balance	\$242,000
141.39000		
 Expenditure		
Increase	Transportation	\$242,000
141.72710.5729000	Equipment	


Commissioner Doug Langston

Committees Referred to and Action Taken		
School Board	Yes 12	No
Education	Yes 5	No 0
Budget	Yes 5	No 0
Commission	Yes	No

Elaine Anderson-County Clerk

Jack Walton – Commission Chairman

Date

Rogers Anderson-County Mayor

4/17/13
1:00 p.m.

RESOLUTION NO. 5-13-6

Requested by: Board of Education

**RESOLUTION AMENDING THE 2012.2013 GENERAL PURPOSE SCHOOL BUDGET \$240,000 FOR
ADDITIONAL SPECIAL EDUCATION EXPENSES FROM UNAPPROPRIATED FUND BALANCE**

WHEREAS, the student support services department has estimated there is an additional need to increase the amount for contracted services for special education students; and

WHEREAS, the increases are needed based on the student population and their needs for this current school year and were not known until just recently; and

WHEREAS, these expenses were not anticipated during the normal budgeting cycle and therefore, unappropriated surplus will be used to finance this need.

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 13, 2013 approve and amend the 2012-2013 General Purpose School Fund budget in the following manner:

Revenue			
141.39000	Unappropriated Fund Balance	\$240,000	
Expenditure			
141.71200.531200	Contracts with Private Agencies		\$240,000


Commissioner Doug Langston

Committees Referred to & Action Taken

- 1. School Board Yes 12 No
 - 2. Education Yes 5 No 0
 - 3. Budget Yes 5 No 0
- COMMISSION ACTION TAKEN: Yes No

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Date

Rogers Anderson - County Mayor

4/17/13
1:00 p.m.
JW

RESOLUTION NO. 5-13-7

Requested by: Board of Education

RESOLUTION AMENDING THE 2012.2013 GENERAL PURPOSE SCHOOL BUDGET \$456,985 FOR INSTRUCTIONAL SALARIES FROM UNAPPROPRIATED FUND BALANCE

WHEREAS, the amount budgeted for salaries each year is an estimate of those salaries that are expected to be paid in the next fiscal year; and

WHEREAS, there is a need for additional funds within a certain account code which represents regular teachers to cover all contracts until the end of this fiscal year; and

WHEREAS, there is also a need to hire 2 additional teachers at two different elementary schools to keep the classes within the state mandated limits for the remaining months of this fiscal year; and

WHEREAS, these expenses were not anticipated during the normal budgeting cycle and therefore, unappropriated fund balance will be used to finance this need.

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 13, 2013 approve and amend the 2012-2013 General Purpose School Fund budget in the following manner:

Revenue	Unappropriated Fund Balance	\$456,985
141.39000		
Expenditure		
141.71100.511600	Teachers	\$410,000
141.71100.520100	FICA	18,600
141.71100.520400	Retirement	18,000
141.71100.520600	Life Insurance	35
141.71100.520700	Medical Insurance	5,700
141.71100.520800	Dental Insurance	300
141.71100.521200	Medicare	4,350
	Total	\$456,985


Commissioner Doug Langston

Committees Referred to & Action Taken

- 1. School Board Yes 12 No
 - 2. Education Yes 3 No 2
 - 3. Budget Yes 5* No 0 *As amended - see below
- COMMISSION ACTION TAKEN: Yes No

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Date

Rogers Anderson - County Mayor

05.13.Addl.reg instr expenses.docx

*As amended - amend amount to \$25,000

RESOLUTION NO. 5-13-8
Requested by: BOARD OF EDUCATION

RESOLUTION APPROPRIATING \$113,033 IN THE 2012-2013 EXTENDED SCHOOL PROGRAM
FUND FOR ADDITIONAL EXPENSES THROUGH END OF YEAR

WHEREAS, there is a need to increase the attendants and related benefit line items for the Board's child care program through the end of the year due to an increase of approximately 250 students over last year's enrollment; and

WHEREAS, this program is self sufficient and this increase can be funded through the fees that it collects;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on May 13, 2013 approve the above noted request and amend the 2012-2013 Extended School Program budget as follows:

Revenue			
146.435810	Community Service-Fees		\$113,033
Expenditure			
146.73300.516400	Attendants		105,000
146.73300.520100	FICA		8,510
146.73300.521200	Medicare		1,523
			<hr/>
			\$113,033


Commissioner Doug Langston

Committees Referred to and Action Taken		
School Board	Yes <u>12</u>	No <u> </u>
Education	Yes <u> 5</u>	No <u> 0</u>
Budget	Yes <u> 5</u>	No <u> 0</u>
Commission	Yes <u> </u>	No <u> </u>

Elaine Anderson-County Clerk

Jack Walton- Commission Chairman

Rogers Anderson-County Mayor

Date

4/19/13
1:45 p.m.
JW

Resolution No. 5-13-12
Requested by: Juvenile Services Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
JUVENILE SERVICES BUDGET BY \$15,000 - REVENUES
TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS
RECEIVED FROM PARTICIPANT FEES**

WHEREAS, Williamson County Juvenile Services administers drug screening services to their program clients and these clients are charged a fee, with approximately \$21,135 having been received to-date; and,

WHEREAS, Williamson County contracts with other counties for housing juveniles in our detention center at a cost of \$125 per day per juvenile, and approximately \$24,500 has been derived in revenues through the end of March, 2013;

WHEREAS, there is a need to for funding for additional drug screening and detention expenses throughout the remainder of the year;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Juvenile Services budget be amended, as follows:

EXPENDITURES:

Other Supplies & Materials \$ 15,000.00
(101.54240.549900.00000.00.00.00)

REVENUES:

Other Fines & Penalties- Juvenile Detention
and Drug Screens \$ 15,000.00
(101.00000.429900.00000.00.00.00)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 5 Against 0
Budget Committee For 5 Against 0
Commission Action Taken: For Against Pass Out

Elaine Anderson-County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

4/19/13
1:45 p.m.

Resolution No. 5-13-13
Requested by: Sheriff's Dept.

**RESOLUTION TRANSFERRING \$200,000 BETWEEN
MAJOR CATEGORIES WITHIN THE
2012-13 W.C. SHERIFF'S DEPARTMENT BUDGET**

WHEREAS, Williamson County is required to provide medical services for inmates while incarcerated at the John I. Easley Criminal Justice Center; and,

WHEREAS, the year-to-date expenditures for inmate medical services are currently exceeding budgeted projections and there are funds within the Sheriff's Department-Field Division Budget which can be transferred to the Jail/Detention Budget to cover the increased costs for these services;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Sheriff's Department budget be amended to reflect the following transfer between major categories:

TRANSFER FROM:

Salaries - Deputies-Field Division
101.54110.510600.00000.00.00.00 \$200,000

TRANSFER TO:

Jail/Detention - Medical & Dental Services
101.54210.534000.00000.00.00.00 \$200,000



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 5 Against 0
Budget Committee For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-13-15
Requested by: Sheriff's Department

4/19/13
1:45 p.m.
JW

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-2013
SHERIFF'S OFFICE BUDGET BY \$5,278.00- REVENUES
TO COME FROM OTHER LOCAL REVENUES**

WHEREAS, the Williamson County Sheriff's Office Training Division has created a training program in which other law enforcement agencies may register and attend to receive credit for hours of in-service as required by the Peace Officer Standards and Training (POST) Commission; and,

WHEREAS, a fee is collected from attending participants and submitted to the Williamson County Sheriff's Office to provide this specialized training; and,

WHEREAS, there is a need to utilize these funds for additional training and improvements to the training programs at the Williamson County Sheriff's Office; and,

WHEREAS, fees received from the training classes have been collected and deposited in the County General Fund;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-2013 Sheriff's Office budget be amended, as follows:

EXPENDITURES:

Training and In-Service \$ 5,278.00
(101-54110-552400-00000-00-00-00)

REVENUES:

Other Local Revenues \$ 5,278.00
(101-00000-449900-00000-00-00-00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee: For 6 Against 0
Budget Committee: For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

APR 4/29/13
INTERIM 9:30 a.m.
JW

Resolution No. 5-13-17
Requested by: Parks and Recreation Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
PARKS AND RECREATION BUDGET BY \$79,676.63 - REVENUES
TO COME FROM MISCELLANEOUS DONATIONS**

WHEREAS, the Parks and Recreation Department has received donations totaling \$79,676.63 from various entities for various operational and maintenance expenses and special events; and;

WHEREAS, these donations include \$10,000 from Tennessee Football, Inc. (Titans), \$500 from Darrell Waltrip Honda/Volvo and \$15,000 from the Williamson County Soccer Association; and,

WHEREAS, the funds were not anticipated during the budget preparation process; and,

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Parks & Recreation budget be amended as follows:

REVENUES:

Donations – Parks and Recreation \$79,676.63
(101.00000.486104.00000.00.00.00)

EXPENDITURES:

Special Events (101.56700.559900.0000-00-00-00) \$ 6,475.00
Youth Supplies (101.56700.549902.00000-00-00-00) \$ 16,504.00
Referees/Umpires (101.56700.516901.00000-00-00-00) \$ 18,069.13
Lawn Products (101.56700.542000.00000-00-00-00) \$ 15,000.00
Part-time Officials (101.56700.516901.00000-00-00-00) \$ 23,628.50
\$ 79,676.63



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Rec Committee For _____ Against _____
Budget Committee For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-13-25
Requested by: Library Director

**RESOLUTION APPROPRIATING AND AMENDING
THE 2012-2013 WILLIAMSON COUNTY LIBRARY BUDGET
BY \$12,798 TO REIMBURSE THE HIGHWAY DEPARTMENT BUDGET FOR
PAVING EXPENSES AT THE FAIRVIEW LIBRARY - REVENUES TO COME FROM
UNAPPROPRIATED COUNTY GENERAL FUND BALANCE**

WHEREAS, the Williamson County Library needs paving assistance at the Fairview Library; and

WHEREAS, the paving project was previously approved to contract with the Williamson County Highway Department to be reimbursed for their work at the facility; however, said project was placed on hold after flood issues became a priority and funding was returned to the fund balance; and,

WHEREAS, the project is now scheduled for completion at the facility and funding needs to be reallocated for the Library to reimburse the Highway Department for paving expenses incurred on the project;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Library budget be amended, as follows:

EXPENDITURES:

Other Capital Outlay \$ 12,798.00
(101-56500-579900-00000-00-00-00)

REVENUES:

County General Fund Balance \$ 12,798.00
(101-00000-390000-00000-00-00-00)


Bob Barnwell - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton., Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-13-27
Requested by: Library Director

4/29/13
9:30 a.m.
JW

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-2013
LIBRARY BUDGET BY \$31,854.64 REVENUES
TO COME FROM MISCELLANEOUS DONATIONS**

WHEREAS, the Williamson County War Memorial Library Foundation has received donations from individuals and organizations which can be utilized for library services and collections; and,

WHEREAS, these funds were not anticipated during the preparation of the current operating budget;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-2013 Library Budget be amended, as follows:

REVENUES:

Donations (101-00000-486101-00000-00-00-00-) Library Foundation	\$15,666.00
Donations (101-00000-486101-00000-00-00-00-) gifts and memorials	1,186.00
Donations (101-00000-486101-00000-00-00-00-) Recycling	197.64
Donations (101-00000-486102-00000-00-00-00-) City of Franklin	<u>14,805.00</u>
	\$31,854.64

EXPENDITURES

Library Books/Media (101-56500-543201-00000-00-00-00)City, gift, and memorials	\$15,991.00
Other Supplies & Materials (101-56500-549901-00000-00-00-00)Foundation and recycling	<u>15,863.64</u>
	\$31,854.64

Bob Barnwell
Bob Barnwell-County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board	For 5	Against 0
Budget Committee	For <u>5</u>	Against <u>0</u>

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-13-28
Requested by: Sheriff's Department

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
SHERIFF'S OFFICE BUDGET BY \$40,000.00 - REVENUES
TO COME FROM RESERVE FUND**

WHEREAS, pursuant to Tennessee Code Annotated, 8-21-901, the \$2 processing fee for data processing services can be reserved for the purposes of automating the Sheriff's Office; and,

WHEREAS, there is a need to enhance the courtroom security equipment to more efficiently and effectively operate; and,

WHEREAS, funds are available within the Reserve Account which can be utilized for this purpose;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-2013 Sheriff's Office budget be amended, as follows:

REVENUES:
Reserve Courtroom Security \$40,000.00
(101.00000.341580.00000.00.00.00)

EXPENDITURES:
Other Equipment \$40,000.00
(101.54110.579000.00000.00.00.00)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfcct/Public Safety Committee For Against
Budget Committee For 5 Against 0

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

4/29/13
11:00 a.m.
JW

Resolution No. 5-13-29
Requested by: Clerk & Master

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
CLERK & MASTER (CHANCERY COURT) BUDGET BY \$3,000.00 -
REVENUES TO COME FROM RESERVE ACCOUNT**

WHEREAS, pursuant to Tennessee Code Annotated 16-1-117, data entry fees collected in the Chancery Court Clerk & Master's Office can be allocated for technology; and,

WHEREAS, there is a need to purchase new software and website development services utilized in the Chancery Court Clerk & Master's Office;

NOW, THEREFORE, **BE IT RESOLVED**, that the 2012-13 Clerk & Master's Budget be amended as follows:

EXPENDITURES:
(101.53400.533700.0000000.00.00) \$3,000.00

REVENUES:
(101.00000.341660.00000.00.00.00) \$3,000.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson, County Mayor

Date

4/29/13
11:00 a.m.

JW

Resolution No. 5-13-30
Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
VETERANS' SERVICES BUDGET BY \$520 - REVENUES
TO COME FROM MEMORIAL BRICK PAVER SALES**

WHEREAS, the Williamson County Commission named the triangle of land located at Five Points, Franklin, Tennessee as the Williamson County Veterans Park, on October 11, 1999, in conjunction with the Williamson County Bi-centennial Celebration; and

WHEREAS, the dedication of the Veterans monument acknowledged service to county and country by all men and women of Williamson County who have ever responded to our Nation's call to service; and

WHEREAS, the Veterans' Services Office has been selling memorial brick pavers to individuals wishing to purchase one in honor or memory of a veteran;

WHEREAS, proceeds from the sale of these brick pavers have been received and need to be appropriated to offset the purchase and installation costs in a timely manner for the 2013 Memorial Day Service;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Veterans' Services budget be amended, as follows:

EXPENDITURES:

Other Supplies & Materials \$ 520.00
(101-58300-549900-00000-00-00-00)

REVENUES:

Designation - Veterans' Park Bricks \$ 520.00
(101-00000-351410-00000-00-00-00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson-County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Filed Resolution No. 5-13-31
Requested by: County Clerk

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
COUNTY CLERK'S BUDGET BY \$7,500 FOR ADDITIONAL
POSTAGE - REVENUES TO COME FROM UNAPPROPRIATED
COUNTY GENERAL FUNDS**

WHEREAS, the local County Clerk's Office is responsible for the issuance of new car tags and the renewal of existing car tags; and,
WHEREAS, for an additional \$2.00 fee, citizens have the option of mailing in the renewal forms for their car tags and the Clerk's office returns the tag by U. S. Mail;
WHEREAS, these funds are deposited into the County General Fund balance; and,
WHEREAS, there is a need to increase the operating budget for the County Clerk's office to provide sufficient funding to offset the increase in the number of on-line registrations, renewals and mailings; and,
WHEREAS, there are sufficient funds within the County General Fund balance to be appropriated for this additional postage costs;
NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 County Clerk's Office budget be amended, as follows:

EXPENDITURES:
Postage \$7,500.00
(101.52500.534800.00000.00.00.00)

REVENUES: \$7,500.00
Unappropriated County General Funds
(101.00000.391000.00000.00.00.00)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee _____ For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Late-Filed Resolution No. 5-13-33

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
HEALTH DEPARTMENT BUDGET BY \$4,000 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Williamson County Health Department collaborated with the Williamson County Health Council for Walk Across Williamson, a community walking program; and

WHEREAS, various companies made donations to cover program expenses and incentives for the Walk Across Williamson program, which was conducted March 1 through March 31, 2013;

WHEREAS, the funds were not anticipated during the budget preparation process;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Health Department budget be amended, as follows:

<u>EXPENDITURES:</u>	
Office Supplies	\$4,000
(101.55110.543500.00000.00.00.00)	
<u>REVENUES:</u>	
Donations	\$4,000
(101.00000.486106.00000.00.00.00)	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Public Health Committee</u>	For <u>5</u>	Against <u>0</u>
<u>Budget Committee</u>	For <u>5</u>	Against <u>0</u>

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

3/12/13
9:50 a.m.

Resolution No. 5-13-1
Requested by County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE STATE OF TENNESSEE ACTING THROUGH THE DEPARTMENT OF TRANSPORTATION FOR USE OF STATE OWNED PROPERTY TO ACCESS, IMPROVE, AND MAINTAIN A COUNTY PUBLIC PARK

- WHEREAS,** Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into license agreements with state, local and federal governmental agencies; and
- WHEREAS,** Williamson County owns real property commonly referenced as the Springs Property which was acquired from the City of Franklin in 2007; and
- WHEREAS,** the State of Tennessee currently owns property lying under State Route 840 on Bending Chestnut Road which would permit convenient access to the Springs Property; and
- WHEREAS,** the State of Tennessee has agreed to provide Williamson County with a license to access the property and to construct improvements in the right-of-way for a license fee of \$0.00 conditioned on Williamson County remaining solely responsible for the cost to construct and maintain the improvements; and
- WHEREAS,** construction of an access way and parking areas would eventually provide citizens a means of access to the Springs Property which is further described in the description and drawings of the licensed area attached to the license agreement as Exhibit A and Exhibit B; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the attached license agreement with the State of Tennessee to construct and maintain improvements to access the Springs Property:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of May, 2013, authorizes the Williamson County Mayor to execute the attached license agreement with the State of Tennessee acting through the Tennessee Department of Transportation, as well as all other related documents necessary to permit Williamson County to improve and maintain the licensed area to provide convenient access to the Springs Property.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission	For <u>5</u> Against <u>0</u> Pass ___ Out ___
Parks and Recreation Committee	For <u>5</u> Against <u>0</u> Pass ___ Out ___
Budget Committee	For <u>5</u> Against <u>0</u> Pass ___ Out ___
Commission Action Taken:	For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

This Instrument prepared by:
State of Tennessee
Department of Transportation – Region 3
6601 Centennial Blvd.
Nashville, TN 37243

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____ day of _____, 20____ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation (hereinafter referred to as “State”), and Williamson County, Tennessee (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install and operate a public park, said Licensed Premises being located in Williamson County, Tennessee; being more specifically described in Exhibit A, which is attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions;

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install and operate a public park (hereinafter referred to as the “Improvements”), being more specifically described in Exhibit B, which is attached and made a part of this License.
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the installation and operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 15 year, renewable license which shall begin on March 1, 2013 and shall end on February 29, 2028.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee’s (or its contractors’ or agents’) use of

the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

9. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises.
10. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statute currently limits liability of the State to \$300,000 per claimant and \$1,000,000 per occurrence. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change.
11. **PERMIT** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
12. **COMPLIANCE** - Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement.
13. **TITLE VI ASSURANCES** - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
14. **TERMINATION** - The State may terminate this License at will with 60 days written notice to Licensee.
15. **ASSIGNMENT** - The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

Williamson County, Tennessee
1320 West Main Street
Franklin, Tennessee 37064

TO THE STATE:

State of Tennessee
Suite 700, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:
WILLIAMSON COUNTY, TENNESSEE

Rogers C. Anderson, Mayor
Williamson County, Tennessee

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

City Attorney
Williamson County, Tennessee

DATE: _____

STATE OF TENNESSEE

John C. Schroer, Commissioner
Tennessee Department of Transportation

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

John H. Reinbold, Sr., General Counsel
Tennessee Department of Transportation

DATE: _____

EXHIBIT A

LEGAL DESCRIPTION
FOR
PUBLIC PARK LICENSE AGREEMENT
NEAR SR-840 CENTERLINE STATION 870+00

Being a Tract or Parcel of land within a portion of the right of way limits of Tennessee State Route 840 (SR-840) in Williamson County, Tennessee and being more particularly described as follows:

Beginning on a Tennessee Department of Transportation right of way monument located in the north right of way line of SR-840 at Station 867+32.36 at 232.22 feet left of centerline, thence with the north right of way line of said SR-840, South 55°08'01" East, a distance of 470.65 feet to a right of way monument located at Station 872+00.82 at 277.63 feet left of centerline; thence continuing with said right of way, South 17°21'25" East, a distance of 125.41 feet to a point; thence leaving said right of way line and with a new line, North 73°54'52" West, a distance of 87.25 feet to a point; thence South 40°25'46" West, a distance of 272.00 feet to a point; thence South 12°18'59" East, a distance of 48.67 feet to a right of way monument located in the south right of way line of SR-840 at Station 872+97.32 at 163.50 feet right of centerline; thence with the south right of way of said SR-840, North 66°57'55" West, a distance of 107.40 feet to a right of way monument located at Station 871+94.82 at 195.56 feet right of centerline; thence North 59°27'21" West, a distance of 299.89 feet to a right of way monument located at Station 868+99.36 at 246.91 feet right of centerline; thence North 26°52'30" West, a distance of 225.37 feet to a right of way monument located at Station 866+91.48 at 159.86 feet right of centerline; thence leaving said right of way line and with a new line, South 52°47'56" East, a distance of 145.72 feet to a point; thence North 83°48'19" East, a distance of 122.80 feet to a point; thence North 40°24'33" East, a distance of 200.50 feet to a point; thence North 23°06'04" West, a distance of 211.19 feet to the Point of Beginning and containing 4.37 Acres, more or less.

LEGAL DESCRIPTION
FOR
PUBLIC PARK LICENSE AGREEMENT
NEAR SR-840 CENTERLINE STATION 890+00

Being a Tract or Parcel of land within a portion of the right of way limits of Tennessee State Route 840 (SR-840) in Williamson County, Tennessee and being more particularly described as follows:

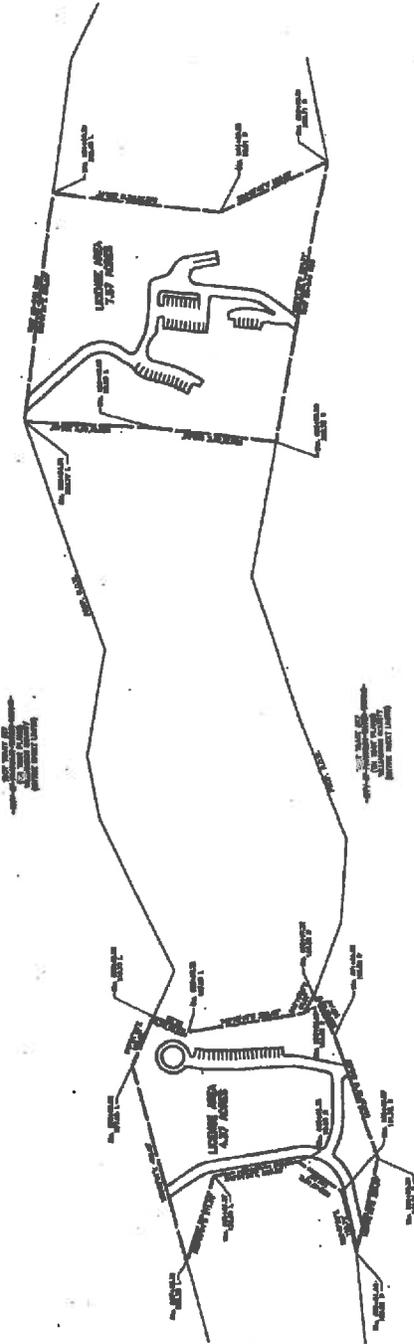
Beginning on a Tennessee Department of Transportation right of way monument located in the north right of way line of SR-840 at Station 886+54.52 at 354.77 feet left of centerline, thence with the north right of way line of said SR-840, South 32°01'21" East, a distance of 535.15 feet to a point in said right of way line at Station 891+80.29 at 339.40 feet left of centerline; thence leaving said right of way line and with a new line, South 56°32'56" West, a distance of 389.41 feet to a point; thence South 24°43'43" West, a distance of 280.90 feet to a right of way monument in the south right of way line of said SR-840 at Station 893+28.31 at 288.71 feet right of centerline;

thence with said south right of way line, North 28°51'32" West, a distance of 664.71 feet to a point in said right of way line at Station 886+59.96 at 233.78 feet right of centerline; thence leaving said right of way line and with a new line, North 56°32'39" East, a distance of 283.85 feet to a point; thence North 52°41'49" East, a distance of 305.05 feet to the Point of Beginning and containing 7.57 Acres, more or less.

Legal descriptions prepared by: Southern States Survey
405 Duke Drive, Suite 270
Franklin, TN 37067

ITB

LICENSE AREAS UNDERNEATH
SR 840 @ STATIONS 870 & 890.
AREAS SHWN WITH INTENDED
DEVELOPMENTS.



DATE: 4/18/13
ENTERED: 8:45 a.m.
BY: [Signature]

Resolution No. 5-13-9
Requested by: Budget Director

**A RESOLUTION SETTING THE WILLIAMSON COUNTY
HOTEL-MOTEL TAX RATE FOR THE FISCAL YEAR 2013-2014**

WHEREAS, pursuant to *Tennessee Code Annotated, Sections 67-4-1401 et seq.*, the Tennessee General Assembly enacted a private act referenced as the Williamson County Hotel-Motel Tax Act, Williamson County Private Acts of 1979, Chapter 114, as amended and Private Acts of 1994, Chapter 108, as amended, which was duly adopted by the Williamson County Board of Commissioners by a 2/3 majority vote; and

WHEREAS, the current tax rate established pursuant to the Williamson County Hotel-Motel Tax Act is 4%; and

WHEREAS, the Williamson County Board of Commissioners is authorized by the Private Act to levy the Hotel-Motel Tax at a rate not to exceed 4% upon the privilege of occupancy in any hotel-motel room located within Williamson County, Tennessee; and

WHEREAS, the Williamson County Hotel-Motel Tax Act requires that the tax rate be set annually prior to the July term by the Williamson County Board of Commissioners; and

WHEREAS, the Williamson County Board of Commissioners intends to continue to levy the tax at the rate of 4% for the fiscal year 2013-2014:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this the 13th day of May, 2013, hereby resets the current rate for the privilege of occupancy of any hotel-motel room located within the incorporated and unincorporated areas of Williamson County at 4% of the consideration paid for the use of a hotel-motel room for the fiscal year 2013-2014.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee: For 3 Against 0 Pass ___ Out ___

Budget Committee: For 5 Against 0 Pass ___ Out ___

Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

APR 18 4/18/13
8:45 a.m.
JW

Resolution No. 5-13-10
Requested by: County Trustee

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN CONCERNING THE COLLECTION OF MUNICIPAL PROPERTY TAXES

- WHEREAS,** Williamson County, ("County"), and the City of Franklin, ("Franklin"), are both local governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*; and
- WHEREAS,** currently Franklin collects their own municipal property taxes; and
- WHEREAS,** *Tennessee Code Annotated, Section 67-5-1801, et. seq.* authorizes a County Trustee to collect municipal property taxes on behalf of municipalities within the boundaries of the collecting county; and
- WHEREAS,** the terms of the interlocal define the obligations concerning collection of municipal property taxes, collection of delinquent municipal taxes, and establishment of a per parcel fee of \$4.00 for the provision of services provided on behalf of Franklin; and
- WHEREAS,** the parties desire to cooperate to transfer the responsibility to collect Franklin's municipal property taxes as well as a development of a plan to educate the public concerning the change in the process to collect the municipal property taxes; and
- WHEREAS,** finding it to be in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the County Mayor to enter into the interlocal agreement with the City of Franklin concerning the collection and remittance of municipal property taxes:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of May, 2013, hereby authorizes the Williamson County Mayor to execute the interlocal agreement and all other documents with the City of Franklin to define the rights, obligations and responsibilities of the parties to transfer the responsibility concerning the collection of municipal property taxes for an annual per parcel fee of \$4.00 and the rights, duties and obligations of each party in the continued effort in collection and remittance of the municipal property taxes.



Doug Langston - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee	For <u>3</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE CITY OF FRANKLIN, TENNESSEE FOR THE COLLECTION OF PROPERTY TAXES**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and the CITY OF FRANKLIN, TENNESSEE, ("Franklin"), a municipal government located at 109 Third Avenue South, Franklin, Tennessee, 37064.

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

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to set forth the obligations of Franklin and County for the transfer of the obligation to collect Franklin's municipal property taxes for a per parcel fee.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement. The authority for the County to collect municipal property taxes is found under Tennessee Code Annotated Sections 67-5-1801, et seq.

III. Franklin's Responsibilities.

- A. Franklin shall individually develop, implement, and fund a plan to advertise and educate their respective property owners concerning the transfer of responsibilities to collect Franklin's municipal property taxes. The plan shall include a detailed explanation of the change in the process to assess and collect municipal property taxes as well as the means of paying the municipal property taxes. Franklin shall provide a copy of the plan to the County Trustee prior to implementing the plan to provide the Trustee the opportunity to comment on the proposed plan.
- B. Franklin shall cooperate with the County in the provision of a link to Franklin's websites to be included on the Williamson County website and links to the County's webpage from Franklin's webpages.
- C. Franklin shall continue to receive and respond to inquiries and questions from citizens regarding all aspects of the collection of municipal property taxes.
- D. Franklin shall cooperate and assist County in responding to inquiries and questions concerning the collection of municipal property taxes that the County receives from property owners within Franklin's jurisdictions. Should the County be unable to respond to an inquiry or question received from a property owner within Franklin's jurisdiction, then County shall forward the inquiry or question to Franklin to respond.
- E. Franklin shall pay a per parcel fee to the County for the collection of municipal property taxes.
- F. Franklin shall cooperate with creating new property tax statements and provide County with reporting and data information concerning municipal property taxes for reports and balancing collection data. Franklin shall be responsible for providing template reports to the County to enable the County to provide Franklin with reports that County has agreed to provide to Franklin.
- G. Franklin in cooperation with County shall establish notification protocols to ensure all parties to a bankruptcy are properly notified, including notification to the County Delinquent Tax Attorney.
- H. Franklin shall cooperate with County concerning all aspects for the transfer of the responsibility of collecting municipal property taxes on the behalf of Franklin.
- I. Franklin shall comply with County procedures and guidelines created pursuant to this Agreement or related to the services provided by County under this Agreement.
- J. Franklin shall continue to be solely responsible for the assessment, billing, and collection as well as all other duties related to fees collected through the Sewer Assessment District that Franklin is conducting at the time this Agreement is executed by the parties.
- K. Franklin shall be responsible for the assessment, billing, and collection of fees as well as all other responsibilities required to collect fees for future assessment projects.
- L. Franklin shall implement safeguards against the collection of their municipal property taxes. Brentwood and Franklin shall immediately remit the received property taxes to the Trustee's Office.

IV. County's Responsibilities.

- A. The County shall include a link to Franklin's webpage from its Trustee's webpage.
- B. The County shall be responsible for the provision of personnel, equipment, and other needed resources required for the assessment and collection of municipal property taxes on behalf of Franklin.

- C. The County shall be responsible for contacting the County software vendor to incorporate Franklin's tax data including, but not limited to, delinquent amounts, rollback amounts, tax relief, and tax rates into the tax program used by the Trustee. These obligations are continuous and shall be provided on a periodic basis in response to County's request.
- D. The County shall obtain services to assist in the collection of Franklin's municipal property taxes.

V. Trustee's Responsibilities.

- A. **Assessment of the property tax rates.** The Trustee shall receive the tax assessment from the Williamson County Assessor concerning those properties lying within Franklin's jurisdiction.
- B. **Billing.** The Trustee shall be responsible for the following:
 - 1. Issue municipal property tax bills starting in October of each tax year;
 - 2. Send delinquent municipal property tax notices and bills to those property owners who have delinquent taxes;
 - 3. Record the assessment and issue municipal property tax bills for both locally and State assessed properties including railroads and public utility entities;
 - 4. Send bills concerning any properly authorized Payment-In-Lieu-of-Taxes programs existing within Franklin's jurisdiction;
 - 5. Provide bankruptcy postings to the tax records; and
 - 6. Provide notice to Franklin of all due dates, penalty dates, and delinquent dates for all property taxes collected by the Trustee to post on their respective webpages.
- C. **Adjustment to Property Tax Rates.** The Trustee shall process adjustments received from the Williamson County Property Assessor and shall post and process adjustments concerning roll back and tax relief programs.
- D. **Collection of Taxes.** The Trustee shall be responsible for the following:
 - 1. Collect each year's municipal property taxes on behalf of Franklin including collecting partial taxes if authorized;
 - 2. Collect delinquent municipal property taxes in the same manner the Trustee collects delinquent County property taxes;
 - 3. Process municipal property tax overpayments and refunds;
 - 4. Apply the pay procedure that permits the application of municipal property tax payments when prior year property taxes are due;
 - 5. Collect partial taxes on behalf of Franklin if a resolution by the party's legislative body authorizing the collection of partial property taxes was adopted; and
 - 6. Create a process and define safeguards that Franklin shall implement to address property taxes that are paid directly to Franklin. Franklin shall immediately remit the received property taxes to the Trustee's Office.
- E. **Delinquent Property Taxes.** The Trustee shall issue delinquent property tax bills and receive delinquent payments. The Trustee will work with the County Delinquent Tax Attorney to seek payment of delinquent municipal property taxes and post property maintenance liens when the Trustee deems appropriate. The Trustee shall apply the same interest and penalties on behalf of Franklin on a monthly basis for those municipal property taxes that are delinquent as provided in *Tennessee Code Annotated Section 67-5-2010*.
- F. **Tax Relief.** The Trustee shall be responsible for the following:
 - 1. Maintain and administer applicable tax relief programs; and
 - 2. Contact Franklin of any changes to property tax relief status for parcels located within Franklin's jurisdiction to permit it to offer free residential trash services.
- G. **Remittance of Property Taxes to Cities.** Remit collected property taxes to the taxing jurisdiction received on behalf of Franklin by the 13th of each month unless County provides notice to Franklin of an event that will delay payment and the reason for the delay.

VI. Data Management.

- A. **Joint Obligations.**
 - 1. The parties shall cooperate to establish a schedule and plan for the issuance of annual municipal property tax notices.
 - 2. The parties shall cooperate to establish a process for handling and combining data for reporting purposes.
 - 3. Franklin shall define reporting requirements so that the NextGen Trustee system can be modified to permit the ability to obtain Franklin or County property tax information.
 - 4. Franklin shall provide all required data requested from the County.
- B. **Trustee's Obligations.**
 - 1. Obtain and load tax files received from the Williamson County Property Assessor.

2. Obtain and load tax history files which, at the discretion of the Trustee, may be a "static" file for prior year paid property taxes.
3. Maintain separate County and City files concerning State Application Credit Vouchers. The parties shall cooperate in maintaining the separate files.
4. Maintain data to provide the ability to distinguish applicable taxing districts including the existence of assessment districts.

VII. Trustee's Fee.

- A. Franklin shall pay County a per parcel fee of \$4.00 on an annual basis prior to October 1, of each year for the collection of municipal property taxes on behalf of the municipality. Each parcel within Franklin shall be counted toward calculating the total amount to be paid to the County.
- B. The Parties agree to cooperate in future negotiations should it later be determined that an increase in the per parcel fee is supported by increased costs of the County collecting municipal property taxes on behalf of Franklin.
- C. Should Franklin fail to pay the per parcel fee prior to October 1st of each year, the County shall be under no obligation to collect Franklin's municipal property taxes until all amounts due to the County from Franklin are paid in full.

VIII. Term. The initial term of this Agreement shall be effective on the date this Agreement is fully executed by the parties and shall continue for a period of five years beginning on July 1, 2013 and, unless extended by the parties, expiring on June 30, 2018. The parties may agree to extend the Agreement by written agreement for 3 additional terms of 5 years each.

IX. Termination.

- A. **Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
- B. **Termination for Convenience.** The parties may terminate this Agreement upon written agreement. Termination shall take effect on the final date of the current term or on a date agreed by the County and Franklin. Such termination shall not affect in any manner any prior existing obligations between the parties.

X. Cost. Unless otherwise provided herein, each party shall be responsible for its own cost for the satisfaction of the obligations set forth herein.

XI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XII. Limitation on Liability. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XIII. General Terms.

- A. **Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- B. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

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

Franklin, TN 37064
Attn: County Mayor

Franklin: **CITY OF FRANKLIN**
Franklin City Hall
109 Third Ave. South
Franklin, TN 37064
Attn: City Mayor

- C. **Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. **Dispute Resolution.** The parties agree to participate in good faith non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.
- E. **Assignment.** The rights and obligations of this Agreement are not assignable.
- F. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.
- G. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- H. **Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.
- I. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- J. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.
- K. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.
- M. **Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for Franklin and then by the authorized representatives of Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this contract shall be effective as of the date written below.

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

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY:

BY:

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

ATTEST:

BY: Eric S. Stuckey, City Administrator

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

City of Franklin Attorney

CITY OF FRANKLIN, TENNESSEE

BY: Dr. Ken Moore, Mayor

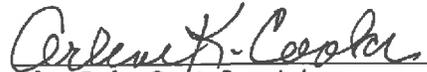
DATE: _____

Resolution No. 5-13-11
Requested by: County Trustee

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF BRENTWOOD CONCERNING THE COLLECTION OF MUNICIPAL PROPERTY TAXES

- WHEREAS, Williamson County, ("County"), and the City of Brentwood, ("Brentwood"), are both local governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*; and
- WHEREAS, currently Brentwood collects their own municipal property taxes; and
- WHEREAS, *Tennessee Code Annotated, Section 67-5-1801, et. seq.* authorizes a County Trustee to collect municipal property taxes on behalf of municipalities within the boundaries of the collecting county; and
- WHEREAS, the terms of the interlocal define the obligations concerning collection of municipal property taxes, collection of delinquent municipal taxes, and establishment of a per parcel fee of \$4.00 for the provision of services provided on behalf of Brentwood; and
- WHEREAS, the parties desire to cooperate to transfer the responsibility to collect Brentwood's municipal property taxes as well as development of a plan to educate the public concerning the change in the process to collect the municipal property taxes; and
- WHEREAS, finding it to be in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the County Mayor to enter into the interlocal agreement with the City of Brentwood concerning the collection and remittance of municipal property taxes:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of May, 2013, hereby authorizes the Williamson County Mayor to execute the interlocal agreement and all other documents with the City of Brentwood to define the rights, obligations and responsibilities of the parties to transfer the responsibility concerning the collection of municipal property taxes for an annual per parcel fee of \$4.00 and the rights, duties and obligations of each party in the continued effort in collection and remittance of the municipal property taxes.


Arlene Cooke - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee	For <u>3</u>	Against <u>0</u>
Budget Committee	For <u>5</u>	Against <u>0</u>
Commission Action Taken	For _____	Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE CITY OF BRENTWOOD, TENNESSEE FOR THE COLLECTION OF PROPERTY TAXES**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and the CITY OF BRENTWOOD, TENNESSEE, ("Brentwood"), a municipal government located at 5211 Maryland Way, Brentwood, Tennessee, 37027.

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

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to set forth the obligations of Brentwood and County for the transfer of the obligation to collect Brentwood's municipal property taxes for a per parcel fee.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement. The authority for the County to collect municipal property taxes is found under Tennessee Code Annotated Sections 67-5-1801, et seq.

III. Brentwood's Responsibilities.

- A. Brentwood shall individually develop, implement, and fund a plan to advertise and educate their respective property owners concerning the transfer of responsibilities to collect Brentwood's municipal property taxes. The plan shall include a detailed explanation of the change in the process to assess and collect municipal property taxes as well as the means of paying the municipal property taxes. Brentwood shall provide a copy of the plan to the County Trustee prior to implementing the plan to provide the Trustee the opportunity to comment on the proposed plan.
- B. Brentwood shall cooperate with the County in the provision of a link to Brentwood's websites to be included on the Williamson County website and links to the County's webpage from Brentwood's webpages.
- C. Brentwood shall continue to receive and respond to inquiries and questions from citizens regarding all aspects of the collection of municipal property taxes.
- D. Brentwood shall cooperate and assist County in responding to inquiries and questions concerning the collection of municipal property taxes that the County receives from property owners within Brentwood's jurisdictions. Should the County be unable to respond to an inquiry or question received from a property owner within Brentwood's jurisdiction, then County shall forward the inquiry or question to Brentwood to respond.
- E. Brentwood shall pay a per parcel fee to the County for the collection of municipal property taxes.
- F. Brentwood shall cooperate with creating new property tax statements and provide County with reporting and data information concerning municipal property taxes for reports and balancing collection data. Brentwood shall be responsible for providing template reports to the County to enable the County to provide Brentwood with reports that County has agreed to provide to Brentwood.
- G. Brentwood in cooperation with County shall establish notification protocols to ensure all parties to a bankruptcy are properly notified, including notification to the County Delinquent Tax Attorney.
- H. Brentwood shall cooperate with County concerning all aspects for the transfer of the responsibility of collecting municipal property taxes on the behalf of Brentwood.
- I. Brentwood shall comply with County procedures and guidelines created pursuant to this Agreement or related to the services provided by County under this Agreement.
- J. Brentwood shall continue to be solely responsible for the assessment, billing, and collection as well as all other duties related to fees collected through the Sewer Assessment District that Brentwood is conducting at the time this Agreement is executed by the parties.
- K. Brentwood shall be responsible for the assessment, billing, and collection of fees as well as all other responsibilities required to collect fees for future assessment projects.
- L. Brentwood shall implement safeguards against the collection of their municipal property taxes. Brentwood and Brentwood shall immediately remit the received property taxes to the Trustee's Office.

IV. County's Responsibilities.

- A. The County shall include a link to Brentwood's webpage from its Trustee's webpage.

- B. The County shall be responsible for the provision of personnel, equipment, and other needed resources required for the assessment and collection of municipal property taxes on behalf of Brentwood.
- C. The County shall be responsible for contacting the County software vendor to incorporate Brentwood's tax data including, but not limited to, delinquent amounts, rollback amounts, tax relief, and tax rates into the tax program used by the Trustee. These obligations are continuous and shall be provided on a periodic basis in response to County's request.
- D. The County shall obtain services to assist in the collection of Brentwood's municipal property taxes.

V. Trustee's Responsibilities.

- A. **Assessment of the property tax rates.** The Trustee shall receive the tax assessment from the Williamson County Assessor concerning those properties lying within Brentwood's jurisdiction.
- B. **Billing.** The Trustee shall be responsible for the following:
 - 1. Issue municipal property tax bills starting in October of each tax year;
 - 2. Send delinquent municipal property tax notices and bills to those property owners who have delinquent taxes;
 - 3. Record the assessment and issue municipal property tax bills for both locally and State assessed properties including railroads and public utility entities;
 - 4. Send bills concerning any properly authorized Payment-In-Lieu-of-Taxes programs existing within Brentwood's jurisdiction;
 - 5. Provide bankruptcy postings to the tax records; and
 - 6. Provide notice to Brentwood of all due dates, penalty dates, and delinquent dates for all property taxes collected by the Trustee to post on their respective webpages.
- C. **Adjustment to Property Tax Rates.** The Trustee shall process adjustments received from the Williamson County Property Assessor and shall post and process adjustments concerning roll back and tax relief programs.
- D. **Collection of Taxes.** The Trustee shall be responsible for the following:
 - 1. Collect each year's municipal property taxes on behalf of Brentwood including collecting partial taxes if authorized;
 - 2. Collect delinquent municipal property taxes in the same manner the Trustee collects delinquent County property taxes;
 - 3. Process municipal property tax overpayments and refunds;
 - 4. Apply the pay procedure that permits the application of municipal property tax payments when prior year property taxes are due;
 - 5. Collect partial taxes on behalf of Brentwood if a resolution by the party's legislative body authorizing the collection of partial property taxes was adopted; and
 - 6. Create a process and define safeguards that Brentwood shall implement to address property taxes that are paid directly to Brentwood. Brentwood shall immediately remit the received property taxes to the Trustee's Office.
- E. **Delinquent Property Taxes.** The Trustee shall issue delinquent property tax bills and receive delinquent payments. The Trustee will work with the County Delinquent Tax Attorney to seek payment of delinquent municipal property taxes and post property maintenance liens when the Trustee deems appropriate. The Trustee shall apply the same interest and penalties on behalf of Brentwood on a monthly basis for those municipal property taxes that are delinquent as provided in *Tennessee Code Annotated Section 67-5-2010*.
- F. **Tax Relief.** The Trustee shall be responsible for the following:
 - 1. Maintain and administer applicable tax relief programs; and
 - 2. Contact Brentwood of any changes to property tax relief status for parcels located within Brentwood's jurisdiction to permit it to offer free residential trash services.
- G. **Remittance of Property Taxes to Cities.** Remit collected property taxes to the taxing jurisdiction received on behalf of Brentwood by the 13th of each month unless County provides notice to Brentwood of an event that will delay payment and the reason for the delay.

VI. Data Management.

- A. **Joint Obligations.**
 - 1. The parties shall cooperate to establish a schedule and plan for the issuance of annual municipal property tax notices.
 - 2. The parties shall cooperate to establish a process for handling and combining data for reporting purposes.
 - 3. Brentwood shall define reporting requirements so that the NextGen Trustee system can be modified to permit the ability to obtain Brentwood or County property tax information.
 - 4. Brentwood shall provide all required data requested from the County.

- B. Trustee's Obligations.**
1. Obtain and load tax files received from the Williamson County Property Assessor.
 2. Obtain and load tax history files which, at the discretion of the Trustee, may be a "static" file for prior year paid property taxes.
 3. Maintain separate County and City files concerning State Application Credit Vouchers. The parties shall cooperate in maintaining the separate files.
 4. Maintain data to provide the ability to distinguish applicable taxing districts including the existence of assessment districts.

VII. Trustee's Fee.

- A. Brentwood shall pay County a per parcel fee of \$4.00 on an annual basis prior to October 1, of each year for the collection of municipal property taxes on behalf of the municipality. Each parcel within Brentwood shall be counted toward calculating the total amount to be paid to the County.
- B. The Parties agree to cooperate in future negotiations should it later be determined that an increase in the per parcel fee is supported by increased costs of the County collecting municipal property taxes on behalf of Brentwood.
- C. Should Brentwood fail to pay the per parcel fee prior to October 1st of each year, the County shall be under no obligation to collect Brentwood's municipal property taxes until all amounts due to the County from Brentwood are paid in full.

VIII. Term. The initial term of this Agreement shall be effective on the date this Agreement is fully executed by the parties and shall continue for a period of five years beginning on July 1, 2013 and, unless extended by the parties, expiring on June 30, 2018. The parties may agree to extend the Agreement by written agreement for 3 additional terms of 5 years each.

IX. Termination.

- A. **Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
- B. **Termination for Convenience.** The parties may terminate this Agreement upon written agreement. Termination shall take effect on the final date of the current term or on a date agreed by the County and Brentwood. Such termination shall not affect in any manner any prior existing obligations between the parties.

X. Cost. Unless otherwise provided herein, each party shall be responsible for its own cost for the satisfaction of the obligations set forth herein.

XI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XII. Limitation on Liability. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XIII. General Terms.

- A. **Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- B. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

County: **WILLIAMSON COUNTY, TENNESSEE**

County Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064
Attn: County Mayor

Brentwood: **CITY OF BRENTWOOD**
Brentwood City Hall
5211 Maryland Way
Brentwood, TN 37027
Attn: City Mayor

- C. **Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. **Dispute Resolution.** The parties agree to participate in good faith non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.
- E. **Assignment.** The rights and obligations of this Agreement are not assignable.
- F. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.
- G. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- H. **Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.
- I. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- J. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.
- K. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.
- M. **Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for Brentwood and then by the authorized representatives of Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this contract shall be effective as of the date written below.

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

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

ATTEST:

CITY OF BRENTWOOD, TENNESSEE

BY: Kirk Bednar, City Manager

BY: Paul Webb, Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

City of Brentwood Attorney

Resolution No. 5-13-14
Requested by: Sheriff's Department

4/19/13
1:45 p.m.
JW

**RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION & WILLIAMSON COUNTY FOR A
TRASH COLLECTING GRANT FOR FISCAL YEAR 2013-2014**

WHEREAS, Williamson County intends to apply for a Litter and Trash Collecting Grant from the Tennessee Department of Transportation; and,

WHEREAS, the contract for 2013-2014 will impose certain legal obligations upon Williamson County; and,

WHEREAS, the 2013-2014 County General budget reflects revenues and expenditures for this program;

NOW, THEREFORE, BE IT RESOLVED, by the Legislative Body of Williamson County, meeting in regular session this the 13th, day of May, 2013, that the County Mayor of Williamson County is authorized to apply on behalf of Williamson County for a Litter and Trash Collecting Grant for 2013-2014 from the Tennessee Department of Transportation; and,

BE IT FURTHER RESOLVED, that should said application be approved by the Tennessee Department of Transportation, then the County Mayor of Williamson County is authorized to execute contracts or other necessary documents and/or subsequent amendments, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Williamson County.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Cmte. _____ For 5 Against 0
Budget Committee _____ For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 5-13-16
Requested by: Williamson County Mayor's Office

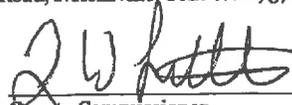
**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A LONG TERM LEASE AGREEMENT WITH
THE NOLENSVILLE HISTORICAL SOCIETY**

- WHEREAS, pursuant to *Tennessee Code Annotated*, Section 5-7-116, a county may lease land or existing buildings owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and
- WHEREAS, Williamson County, pursuant to *Tennessee Code Annotated*, Section 7-15-903, permits Williamson County to agree to a long term lease provided that the lease does not exceed 40 years or the useful life of the improved property subject to satisfaction of the notice requirements defined in *Tennessee Code Annotated*, Section 7-15-904; and
- WHEREAS, Williamson County owns a structure commonly referenced as the old community center building which was constructed in 1932 and formerly used as a school building; and
- WHEREAS, the facility's address is 7428 Nolensville Road, Nolensville, Tennessee, 37135; and
- WHEREAS, on January 11, 2010, the Williamson County Legislative Body authorized the County Mayor to execute a short term lease agreement with the Nolensville Historical Society to permit it to devise a plan for renovating the structure; and
- WHEREAS, the authorizing resolution and lease agreement provided that should the Nolensville Historical Society provide a plan for renovation to Williamson County's satisfaction, then the County would agree to enter into a long term lease which will provide the Society the ability to renovate the historical structure; and
- WHEREAS, the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into a long term lease agreement with the Nolensville Historical Society to permit the Authority to renovate and use the facility pursuant to the terms contained in the attached long term lease not to exceed 20 years; and
- WHEREAS, pursuant to *Tennessee Code Annotated*, Section 7-15-904, notice of the meeting was published in a newspaper of general circulation no later than 7 days prior to the meeting identifying the real property, the term of the lease agreement and contracting party:

NOW, THEREFORE, BE IT RESOLVED, that the statutory notice has been given and that the Board of Commissioners, meeting in regular session this the 13th day of May, 2013, hereby authorizes the County Mayor to execute a long term lease agreement, and any future amendments and addendums, with the Nolensville Historical Society for the lease of the facility formerly used as a school building and located at 7428 Nolensville Road, Nolensville, Tennessee, 37135;



County Commissioner



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For _____ Against _____

Budget Committee For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

Lease Agreement

This Lease Agreement is entered into as of this the ____ day of _____, 2013, by and between Williamson County, Tennessee, a governmental entity of the State of Tennessee, ("Owner"), and the Nolensville Historical Society, ("Tenant"), concerning the lease of the old Nolensville Community Center, located at 7248 Nolensville Road, Nolensville, Tennessee 37135.

Witnesseth:

1. **Location.** The Owner hereby leases to the Tenant the premises with the appurtenances situated in the County of Williamson, City of Nolensville, located at 7248 Nolensville Road, Nolensville, Tennessee, ("Leased Premises"). Tenant accepts the Leased Premises "as is." Notwithstanding the foregoing, Owner covenants and warrants that Owner is the true and lawful owner of the Leased Premises and has full power to let and lease the Leased Premises.
2. **Description.** The Leased Premises include the structure commonly referred to as the old Nolensville Community Center and is located at 7248 Nolensville Road, Nolensville, Tennessee which was constructed in 1932 as a school. This Lease includes nonexclusive use of the parking area located on the property.
3. **Term.** The initial term of this Lease shall be for five years and shall commence on January 1, 2014 and shall end on December 31, 2019 with such rights of termination as are hereinafter expressly set forth. The Lease may be extended for three additional terms of five years each. In no event shall this Lease exceed twenty years. Renewals shall be exercised prior to the expiration of the term which shall be evidenced by a fully executed addendum.
4. **Rental.** The rental rate shall be \$1.00 per year. In addition to the annual rental rate and as compensation for lease of the Leased Premises, the Tenant has agreed to renovate the Leased Premises at its sole cost and as detailed in Owner approved construction plans. Rent shall be paid to Owner at the address specified in Paragraph 9, or to such other address as the Owner may designate by a notice in writing.
5. **Renovations.** The Tenant agrees that it shall be solely responsible for all costs of the renovations and will continue with said renovations until a certificate of occupancy is obtained by the local governing authority. Tenant shall provide Owner with the construction plans prior to conducting any work for Owner's approval. No construction work shall take place until Owner has approved the construction plans. Tenant shall use only qualified licensed contractors to conduct the renovations. Tenant agrees to permit Owner access to the Leased Premises to inspect the progress of the renovations at any time. Tenant shall be solely responsible for ensuring the construction work is conducted in accordance with the approved construction plans. Should construction work be conducted not in accordance with the construction plans then Tenant shall, at no cost in time or money to Williamson County, ensure the work is corrected and in conformance with the construction plans. The Tenant shall be specifically obligated to ensure any and all defective or nonconforming work is corrected in conformance with the approved construction plans.
6. **Warranty.** Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to construction work, including subcontractors providing construction services. The Tenant assumes responsibility for all persons providing construction work or acting by, on behalf of or under direction of the Tenant with respect to the construction work. Tenant shall ensure that all construction contracts concerning the renovation work conducted on the Leased Premises shall include the following warranty provisions:

Contractor warrants that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the contract documents, industry standards for projects of similar types and qualities, and all applicable laws, codes, regulations and other requirements, including safety requirements and the completed project without defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
7. **Termination for Convenience.** Either the Tenant or Owner may terminate this Lease at any time by giving written notice to the other party at least 180 days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.
8. **Termination for Cause.**
 - A. **Tenant.** The Tenant may in its sole discretion terminate this lease at any time for any of the following causes: (a) Failure of the Owner to provide any of the material services required under the terms

of this lease; (b) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of this Lease; or (c) Any other material breach of the terms of this Lease by Owner which is not adequately remedied within 30 days of the mailing of written notice thereof to Owner.

B. County. The Owner may in its sole discretion terminate this Lease at any time for any of the following causes: (a) The Tenant fails to pay any amounts due Owner under this Lease in the manner as provided in this Lease; (b) Failure by the Tenant to initiate renovations within six months of execution of this Lease and to continue the renovations in a timely manner until they are completed and Tenant has received a certificate of occupancy; (c) Tenant uses the Leased Premises in any unlawful manner; (d) Tenant abandons the Leased Premises before the end of the Term; or (e) Any other breach of the material terms of this Lease by Tenant which is not adequately remedied within 30 days of the mailing of written notice thereof to Tenant.

9. **Notice.**

A. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Contract may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

B. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

C. Addresses.

i.	Owner:	Williamson County, Tennessee Williamson County Mayor's Office 1320 West Main Street, Suite 125 Franklin, TN 37064
ii.	Tenant:	Nolensville Historical Society c/o Jonathan Williams, Esq. P.O. Box 190632 Nashville, TN 37219

8. **Assignment and Subletting.** This Lease cannot be assigned or subleased by either party.

9. **Inspection.** The Owner reserves the right to enter and inspect the Leased Premises in its discretion Monday thru Friday 8 am to 5 pm to render services and make any necessary repairs to the Leased Premises for which it is obligated under this Lease. Owner may enter the Leased Premises at any time should it determine an emergency exists, or to conduct needed repairs or for the provision of janitorial services.

10. **Alterations.**

A. No addition, erection, installation, or other physical alteration of the Leased Premises shall be made without the prior approval of the Owner. Prior to making any changes to the Leased Premises, Tenant shall submit to the Owner plans and layouts of such decorations or installations for approval by the Owner. All approvals will be granted or denied in the Owner's sole discretion which shall not be unreasonably withheld. Tenant shall remain solely responsible for obtaining all other approvals and permits from any other governmental entity under any existing fire regulations or other laws or regulations.

B. In the event the Owner approves of any addition, erection, installation, or other physical alteration, Tenant bears the sole responsibility and cost of restoring the Leased Premises to the same or better condition in which the Tenant first accepted the Leased Premises.

C. Tenant is prohibited from changing or removing locks or hardware on any door in the Leased Premises.

11. **Obligation to Secure the Leased Premises.** Tenant agrees that it will be solely responsible for ensuring that all equipment, computers, supplies, and any other material or items will be secured in the Leased Premises. Owner shall not be responsible for any loss or damage to any computers, equipment, documents or other items owned, leased or used by Tenant.

12. **Surrender of Possession.** Upon termination or expiration of this Lease, the Tenant will peaceably surrender to the Owner the Premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, act of God, or circumstances over which the Tenant has no control or for which Owner is responsible pursuant to this Lease excepted. Owner shall not be

responsible for any items, fixtures, equipment, material or any other item owned or leased by the Tenant which remains in the Leased Premises beyond the termination of this Lease.

13. **Quiet Possession.** The Owner agrees that the Tenant in keeping and performing covenants contained herein or on the part of the Tenant to be kept and performed, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Leased Premises, without suit or hindrance from the Owner, or any person claiming under the Owner.

14. **Repair and Maintenance.** During the lease term, the Owner shall maintain the Leased Premises and appurtenances which it provides in good repair and condition including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the parties except in case of damage arising from a willful or negligent act of the Tenant, Tenant's agent, invitee, or employee. In case Owner, after notice in writing from the Tenant requiring the Owner to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith within 30 days of receipt of the notice, or in the event of an emergency constituting a hazard to the health or safety of the Tenant's employees, property, or invitees, the Tenant may perform such maintenance or make such repair at its own cost and may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

15. **Insurance.** Without limiting its liability under this Lease, the Tenant will procure and maintain at Tenant's expense during the life of this Lease all applicable insurance types and in the minimum amounts stated as follows:

- (a) **General Liability** – Must be on an Occurrence Form, Claims Made is Not Acceptable, and will include:
 - i) Per Occurrence limit of not less than \$ 1,000,000
 - ii) General Aggregate will not be less than \$ 1,000,000
 - iii) Medical Expense Limit will not be less than \$ 5,000 on any one person.
 - iv) Completed Operations, including on-going operations in favor of the Additional Insured
 - v) Contractual Liability
 - vi) Personal Injury
- (b) **Umbrella Excess Liability**
 - i) \$ 1,000,000 over primary insurance
- (c) **Workers Compensation**
 - i) State: Statutory
 - ii) Employer's Liability:
 - \$ 1,000,000 per Accident
 - \$ 1,000,000 Disease, Policy Limit
 - \$ 1,000,000 Disease Each Employee

The Commercial General Liability policy will name Williamson County Government as an Additional Insured with respect to the Agreement only. The insurance will be written by a company or companies licensed to do business in the State of Tennessee and satisfactory to Williamson County Government Risk Management. At the time of execution of this Lease, Tenant shall provide County a Certificate of Insurance evidencing that maintenance of the insurance will be furnished to Williamson County Government Risk Management. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the County.

16. **Choice of Law/Venue.** This Lease shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County.

17. **Employment Practices.** Tenant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities.

18. **Abandoned Property.** Any property remaining in the Leased Premises or any property stored by Owner which has not been claimed by Tenant within 10 days after the expiration of this Lease shall be deemed abandoned by Tenant. At Owner's option, Owner may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Tenant's sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Owner for: (i) the cost incurred by Owner in disposing of or destroying the abandoned property and (ii) the cost of storing it if Owner elects to store it for Tenant.

19. **Appropriations.** All terms and conditions of this Lease are made subject to the continued appropriations by the appropriate Legislative Body.

20. **Destruction.** If the Leased Premises are destroyed by fire or other casualty this Lease shall terminate with no further obligations from the Owner. If such casualty shall render 10 percent or less of the floor space of the Leased Premises unusable for the purpose intended, Owner shall effect restoration of the Leased Premises as is reasonably possible.

In the event such casualty shall render more than 10 percent of such floor space unusable but not constitute total destruction in Owner's sole opinion, Owner shall forthwith give notice to Tenant of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within 30 calendar days after such destruction, or if such notice shall specify that such necessary repairs will require more than 90 days to complete from date such notice is given, Tenant, in either such event, at its option, may terminate this Lease or, upon notice to Owner, may elect to undertake the necessary repairs itself, deducting the cost thereof from the rental to become due under this Lease. Repairs may only be conducted by Tenant after written authorization is granted by the Owner.

In the event the Tenant remains in possession of the Leased Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Tenant is thus precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

21. **Services and Utilities.** The Tenant shall be responsible for the provision and furnishing, during the term of this Lease at Tenant's cost, janitorial services and paper products for all areas of the Leased Premises and outside the Leased Premises. Tenant shall ensure trash containers in the Leased Premises are periodically emptied, and sweep or vacuum the Premises on an as needed basis. If the parties agree on a single location to dispose of Tenant's trash, then the Owner will be responsible for removing the trash. Tenant shall be responsible for obtaining and paying for all utilities, telephone, telecommunication data and internet services. Any additional services will need to be agreed upon in writing by the parties.

22. **Time of Essence.** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.

23. **Hazardous Material.** Tenant shall not bring upon the Leased Premises any exhibit, equipment, material, or item which are defined by law or code as hazardous material.

24. **Holding Over.** In the event the Tenant remains in possession of the premises after the expiration of the lease term, or any extension thereof, this Lease shall be automatically extended on a month to month basis, subject to 30 days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

25. **Codes.** The Tenant shall maintain the Leased Premises in accordance with all fire, building and life safety codes and The Americans with Disabilities Act.

26. **Prohibition of Encumbrances.** The parties shall not engage in any financing or any other transactions creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Leased Premises or other property owned or controlled by Owner.

27. **Waiver of Default.** No failure by either party to insist upon the strict performance of any term or condition of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or condition. No obligation of this Lease which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

28. **Assumption of Responsibility.** Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to Tenant's use of the Leased Premises, including Tenant's employees, agents, and invitees. The Owner assumes responsibility for all persons acting by or under direction of the Owner with respect to its obligations of this Lease, including Owner's employees, agents, and invitees.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto with each party to receive an original:

Owner:
Williamson County, Tennessee

By: _____
Williamson County Mayor

By: _____
County Attorney for Form

Tenant:
Nolensville Historical Society

By: _____

By: _____

APR 29 4/29/13
ENTERED 9:30 a.m.
BY: [signature]

RESOLUTION No. 5-13-18
Requested by the County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN AGREEMENT AND WARRANTY DEED AND ALL OTHER DOCUMENTATION WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE SALE OF PROPERTY AND EASEMENTS TO BE USED IN THE REALIGNMENT OF LONG LANE AND FOR THE INSTALLATION AND MAINTENANCE OF A WATER LINE

WHEREAS, Williamson County is a governmental entity which owns property located at 4215 Long Lane, Franklin, Tennessee; and

WHEREAS, the Tennessee Department of Transportation ("TDOT") is a Tennessee State Agency that oversees state routes throughout Tennessee including Williamson County; and

WHEREAS, TDOT has requested to purchase rights in easements and a fee simple interest in a portion of the property owned by Williamson County on which the Williamson County Agricultural Exposition Park is currently located; and

WHEREAS, the portion of property at issue will be a strip of land running along Long Lane in which TDOT plans to use for the realignment of Long Lane and installation of a water line to provide water to the surrounding area; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of this County to authorize the Mayor to execute the agreement, easement, and warranty deed with TDOT to sell rights in the easement and fee simple interest in a portion of the property for the realignment of Long Lane and the installation and maintenance of a water line.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of May 2013, authorizes the Williamson County Mayor to execute all documents necessary to complete the sales transaction including the warranty deed and easements with the Tennessee Department of Transportation for a strip of property and easements located at 4215 Long Lane, Franklin, Tennessee for the realignment of Long Lane and installation and maintenance of a water line.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

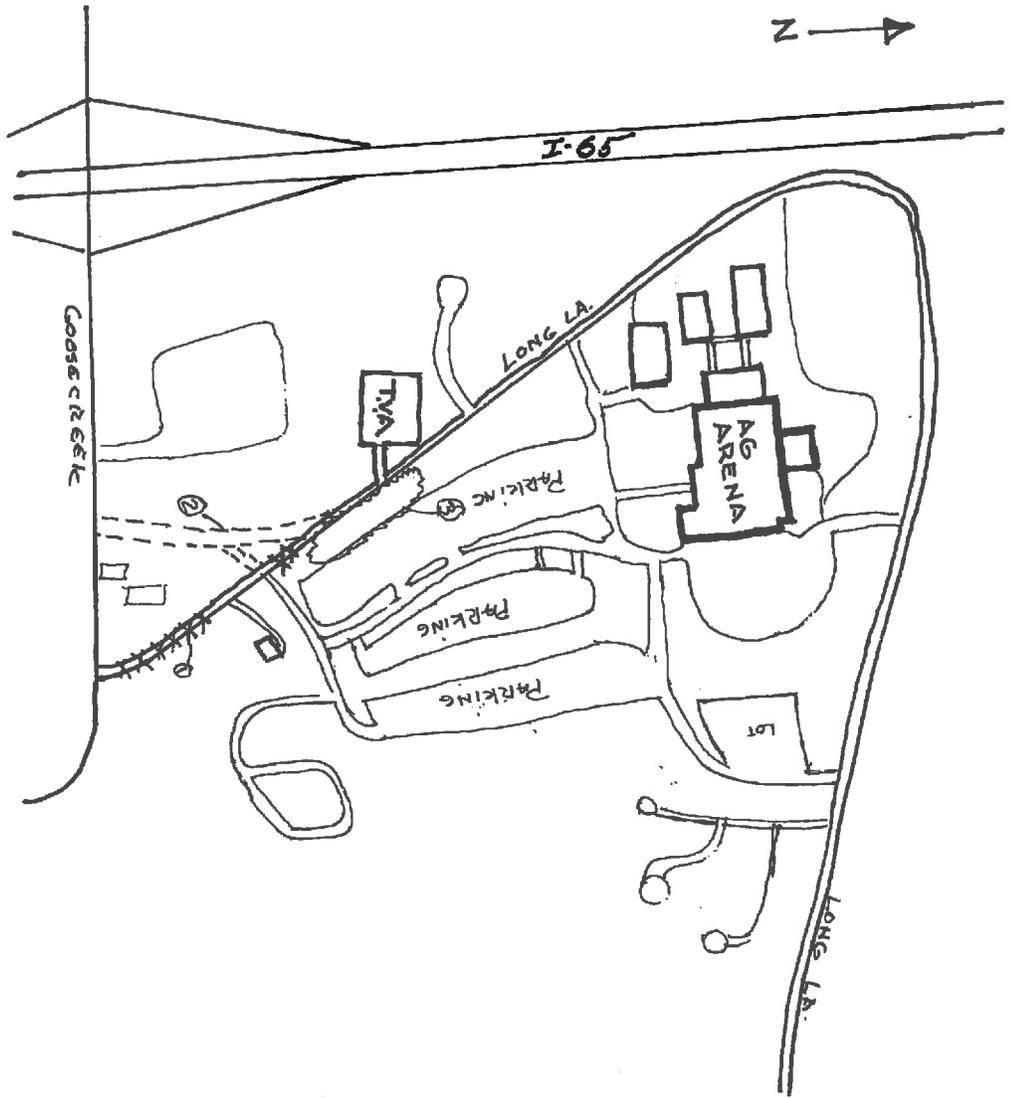
Property Committee For 4 Against 0 Pass _____ Out _____
Budget Commission: For 5 Against 0 Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date



- 1. ROOF REMOVAL ***
- 2. PROPOSED ROAD --
- 3. EASEMENT 

Resolution No. 5-13-19
Requested by: Williamson County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO AN ADDENDUM TO THE LONG TERM OPERATING AGREEMENT WITH
FRANKLIN REALCO, LLC AND THE CITY OF FRANKLIN CONCERNING THE
OPERATION OF THE CONFERENCE CENTER AT COOL SPRINGS**

- WHEREAS,** pursuant to *Tennessee Code Annotated*, Section 7-51-903, a county may enter into long term contracts concerning real property owned by the county to any person, corporation, partnership or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and
- WHEREAS,** Williamson County is permitted to agree to long term agreements concerning real property provided that the notice requirements defined in *Tennessee Code Annotated*, Section 7-51-904 are satisfied; and
- WHEREAS,** Williamson County and the City of Franklin jointly own the Conference Center at Cool Springs located in Franklin; and
- WHEREAS,** Franklin Realco, LLC is currently operating the Conference Center at Cool Springs pursuant to an operating agreement; and
- WHEREAS,** Franklin Realco, LLC has requested extension of the operating agreement to permit it to continue to operate the Conference Center on behalf of Williamson County and the City of Franklin; and
- WHEREAS,** the Williamson County Board of Commissioners desires to grant the County Mayor the authority to enter into a long term operating agreement with Franklin Realco, LLC and the City of Franklin to permit Franklin Realco, LLC to continue to operate the Conference Center at Cool Springs pursuant to the terms contained in the attached addendum and the original operating agreement; and
- WHEREAS,** pursuant to *Tennessee Code Annotated*, Section 7-51-904, notice of the meeting was published in a newspaper of general circulation no later than 7 days prior to the meeting identifying the real property, the term of the lease agreement and contracting party:

NOW, THEREFORE, BE IT RESOLVED, that the statutory notice has been given and that the Board of Commissioners, meeting in regular session this the 13th day of May, 2013, hereby authorizes the County Mayor to execute the addendum extending the long term operating agreement, and any other documentation, with Franklin Realco, LLC and the City of Franklin to permit Franklin Realco to continue operating the Conference Center at Cool Springs pursuant to the terms contained in the attached addendum and the original operating agreement;



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>4</u>	Against <u>0</u>
Budget Committee	For <u>5</u>	Against <u>0</u>
Commission Action Taken:	For _____	Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**CONTRACT 2013-41
ADDENDUM TO CONFERENCE CENTER OPERATING AGREEMENT**

THIS ADDENDUM TO CONFERENCE CENTER OPERATING AGREEMENT (the "Addendum") made and entered into this _____ day of _____, 2013 by and among FRANKLIN REALCO, LLC ("Operator") and CITY OF FRANKLIN, TENNESSEE and WILLIAMSON COUNTY, TENNESSEE, each a political subdivision (collectively, "Owner");

WITNESSETH:

WHEREAS, on October 15, 1997, the Owner and Stormont Trice Management Corporation entered into a certain Conference Center Operating Agreement (the "Agreement") for the management of a conference center known as The Conference Center at Cool Springs located in Franklin, Tennessee the Operator is successor-in-interest under the Agreement (by assignment) to Noble Investments-Cool Springs, LLC, the successor-in-interest under the Agreement (by assignment) to Crestline Hotels and Resorts, Inc., the successor-in-interest under the Agreement (by assignment) to Stormont Trice Management Company; and

WHEREAS, the Owner and Operator desire to enter into a written instrument to extend the Operating Term of the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises of the parties hereto and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Operator agree that the Operating Term of the Agreement is extended to continue to October 15, 2027, subject to early termination as provided for in Section 3.2 of the Agreement.
2. Capitalized terms used herein but not defined have the same meanings as ascribed to them in the Agreement.
3. Owner and Operator agree that either party has the option to review the terms of the agreement at the staff level at the end of year five and year ten of the Agreement extension.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year set forth above.

OPERATOR:

FRANKLIN REALCO, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

OWNER:

CITY OF FRANKLIN, TENNESSEE

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

WILLIAMSON COUNTY

By: _____
Name: _____
Title: _____

Resolution No. 5-13-20
Requested by County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
CONTRACT WITH THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

- WHEREAS,** Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state and federal agencies for the joint provision of services to its citizens; and
- WHEREAS,** the State of Tennessee Department of Environment and Conservation, ("State"), is a State governmental entity that oversees the enforcement of vehicle emissions testing; and
- WHEREAS,** the State requires emissions testing for all automobiles in order to receive registration with the State, and the Williamson County Clerk coordinates with the State to verify that vehicles registered in Williamson County have successfully passed the emissions test; and
- WHEREAS,** Williamson County agrees only to issue a certificate of registration or a registration plate to vehicles for individuals who provide a Certificate of Compliance verifying that the vehicle has passed an emissions test unless the vehicle is otherwise exempt under Tennessee law; and
- WHEREAS,** currently the cost of the emissions test is \$10.00 and the fee paid by the State of Tennessee to Williamson County for its verification services is 25¢ per registration renewal for vehicles requiring an emissions test; and
- WHEREAS,** the proposed contract provides that the 25¢ per registration renewal for vehicles paid by the State will be raised to \$1.00 per registration renewal for vehicles; and
- WHEREAS,** the current contract with the State expires on June 30, 2013; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the contract with the State of Tennessee Department of Environment and Conservation:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of May, 2013, authorizes the Williamson County Mayor to execute a contract with the State of Tennessee Department of Environment and Conservation, as well as all other documents and subsequent amendments, for the enforcement of vehicle emissions testing.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>4</u> Against <u>0</u>
Budget Committee	For <u>5</u> Against <u>0</u>
Commission Action Taken:	For <u> </u> Against <u> </u> Pass <u> </u> Out <u> </u>

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

 <p>CONTRACT (fee-for-service contract with a federal or Tennessee local or quasi-governmental entity)</p>					
Begin Date 7/1/2013		End Date 6/30/2018		Agency Tracking # 32701-	Edison Record ID
Contractor Legal Entity Name WILLIAMSON COUNTY					Edison Vendor ID
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor			CFDA #		
Service Caption (one line only) Registration renewal Certificate of Compliance processing					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	\$50,000.00				
2015	\$200,000.00				
2016	\$200,000.00				
2017	\$200,000.00				
2018	\$200,000.00				
TOTAL:	\$850,000.00				
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				OCR USE - GU	
Speed Chart (optional) EN00016714		Account Code (optional) 70899000			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
WILLIAMSON COUNTY**

This Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Williamson County, hereinafter referred to as the "Contractor," is for the provision of registration renewal Certificate of Compliance processing, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # Number

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. For vehicle registrations that expire, the county clerk will only issue a certificate of registration or a registration plate to vehicles that provide a Certificate of Compliance verifying that the vehicle has passed an emissions test. This applies only to vehicles that are subject to Chapter 1200-3-29, Light Duty Motor Vehicle Inspection and Maintenance emission testing requirements. The Certificate of Compliance must be presented to the county clerk prior to the vehicle registration renewal.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning July 1, 2013, and ending on June 30, 2018. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed eight hundred fifty thousand dollars (\$850,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)	
	7/1/2013-6/30/2014	7/1/2014-6/30/2018
Registration renewal Certificate of Compliance processing	\$ 0.25 each	\$ 1.00 each

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Environment and Conservation
 Division of Air Pollution Control
 W. R. Snodgrass Tennessee Tower, 15th Floor
 312 Rosa L. Parks Blvd.
 Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Environment and Conservation, Division of Air Pollution Control
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) Include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as

of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 et seq..
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or

provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. **Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated, Sections 29-20-101 et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. **State Liability.** The State shall have no liability except as specifically provided in this Contract.
- D.15. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. **State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.*
- D.18. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier

service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Vicki L. Lowe, Environmental Manager
Department of Environment and Conservation
Division of Air Pollution Control
W. R. Snodgrass Tennessee Tower, 15th Floor
312 Rosa L. Parks Blvd.
Nashville, Tennessee 37243
vicki.lowe@tn.gov
Telephone # 615-532-6811
FAX # 615-532-6817

The Contractor:

Elaine Anderson, Williamson County Clerk
1320 West Main Street
Suite 135
Franklin, TN 37064
ElaineA@Williamson-tn.org
Telephone # 615-790-5712
FAX # 615-790-5710

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY:

CONTRACTOR SIGNATURE DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

ROBERT J. MARTINEAU, JR., COMMISSIONER DATE

Resolution No. 5-13-21
Requested by: Mayor's Office

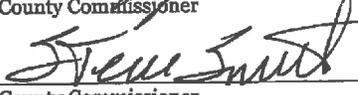
RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LONG TERM AGREEMENT WITH TENNESSEE SENIOR OLYMPICS, INC.

- WHEREAS,** Williamson County has previously contracted with Team Williamson to entice Tennessee Senior Olympics final round events to be held in Williamson County; and
- WHEREAS,** Williamson County provides recreational facilities through its Parks and Recreation Department; and
- WHEREAS,** pursuant to *Tennessee Code Annotated*, Section 7-51-903, Williamson County is permitted to agree to long term agreements extending beyond the term of the members of the Board of Commissioners provided that the Board of Commissioners approves the agreement by resolution as required by *Tennessee Code Annotated*, Section 7-51-904; and
- WHEREAS,** the Williamson County Parks and Recreation Department desires the County to enter into a long term agreement not to exceed five years with Tennessee Senior Olympics, Inc. to use the County's recreational facilities for their State final sporting events; and
- WHEREAS,** Williamson County has agreed to pay Tennessee Senior Olympics, Inc. a sponsor fee of \$23,000.00 per year in return for Tennessee Senior Olympics, Inc., to promote and hold the final State Senior Olympic events in Williamson County; and
- WHEREAS,** Williamson County Convention and Visitors Bureau has agreed to reimburse Williamson County the \$23,000.00 on an annual basis and the parties intend to execute a separate agreement binding the parties; and
- WHEREAS,** the Board of Commissioners finds it to be in the interest of the citizens of Williamson County to authorize the County Mayor to execute a long term agreement with the Tennessee Senior Olympics, Inc. to sponsor the Tennessee Senior Olympics and provide recreational facilities to conduct the State finals:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 13th day of May, 2013, hereby authorizes the County Mayor to execute a long term agreement not to exceed five years, and any other documentation, future amendments and addendums, with the Tennessee Senior Olympics, Inc. to sponsor and provide recreational facilities to conduct the Tennessee Senior Olympics state final events.



County Commissioner



County Commissioner



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Recreation Committee For _____ Against _____

Budget Committee For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**SPONSORSHIP AGREEMENT
TENNESSEE SENIOR OLYMPICS, INC. AND WILLIAMSON COUNTY GOVERNMENT
FOR 2013 THRU 2018**

This sponsorship agreement is entered into by and between TENNESSEE SENIOR OLYMPICS, INC., ("SENIOR OLYMPICS"), and WILLIAMSON COUNTY, ("COUNTY"), on this the ____ day of _____, 2013.

RECITALS

WHEREAS, SENIOR OLYMPICS has expressed interest in holding its annual Senior Olympics state final events;

WHEREAS, COUNTY, through its Parks and Recreation Department, desires to participate as a sponsor of the Tennessee Senior Olympics state final events and SENIOR OLYMPICS agrees to hold the annual state final events in Williamson County; and

WHEREAS, the Williamson County Convention and Visitors Bureau has agreed to reimburse Williamson County for the \$23,000.00 fee that the COUNTY agrees to pay to the SENIOR OLYMPICS; and

WHEREAS, COUNTY agrees to provide services and accommodations to Tennessee Senior Olympic games staff, board members and volunteers in return for holding the senior games annual state finals in Williamson County.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, SENIOR OLYMPICS and COUNTY on behalf of its Parks and Recreation Department agree as follows:

WITNESSETH:

1. **Term.** The term of this Agreement shall be for a period of five years, commencing on the 1st day of September, 2013, and ending on the 31st day of August, 2018. The term of this Agreement shall not exceed five years and therefore this Agreement may not be extended for any additional terms.
2. **SENIOR OLYMPICS' Duties.** SENIOR OLYMPICS agree to exclusively hold its annual Senior Olympic state final events in Williamson County for the years 2013 thru 2018 unless this Agreement is terminated earlier. SENIOR OLYMPICS agree to file any annual financial reports as specified below in Section 3(a).
3. **COUNTY'S Duties.**
 - a) COUNTY shall obtain the authority to execute this Agreement from the Williamson County Board of Commissioners and for an intent to fund a grant in the total amount of Twenty-Three Thousand Dollars and no cents (\$23,000.00) to be distributed to the SENIOR OLYMPICS on an annual basis as provided for herein. The annual grant funds shall be approved in the same manner as other non-profit entities during the COUNTY'S annual budget. Once approved by the County Legislative Body, the funds shall be provided to SENIOR OLYMPICS annually no later than thirty (30) days preceding the open ceremony of each year the games are held in Williamson County. As a condition to receiving the grant funds, and in return for the grant, SENIOR OLYMPICS must file an annual financial report with COUNTY as required by Tennessee Law for any non-profit corporation receiving money from a local government.
 - b) As a sponsor of the events, COUNTY, through its Parks and Recreation Department, agrees to waive any and all fees, including any deposits, for the use of any Williamson County facility by SENIOR OLYMPICS in return for holding the Tennessee Senior Olympics' state final events exclusively in Williamson County.

- c) COUNTY agrees to request from the Williamson County Emergency District to provide on-site Emergency Medical Technicians personnel during Tennessee Senior Olympics state final events.
 - d) COUNTY agrees to provide complementary hotel rooms, when needed by SENIOR OLYMPICS' Board Members, other officials and staff.
5. **Review and Modification of Sponsorship Agreement.** SENIOR OLYMPICS and COUNTY agree to review the sponsorship commitments contained herein at the conclusion of each year after the Senior Olympics events have concluded to determine whether the expectations of the parties have been met. Any modifications made to this Agreement must be agreed in writing and signed by all parties.
6. **Termination.** Either party may terminate this Agreement for convenience by providing written notice to the other party no later than January 1 of each year. Any notice to terminate this Agreement for convenience provided shall not be effective until the close of the upcoming Tennessee Senior Olympics games. Should funding for this activity be discontinued by the Williamson County Legislature, or if the Williamson County Convention and Visitors Bureau fails to reimburse the County in the amount of \$23,000.00, then Williamson County may terminate this agreement immediately.
7. **Choice of Law/Venue.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement or its attachment becomes subject to litigation, the venue for such action will be conducted exclusively in Williamson County, Tennessee.
8. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: Williamson County, Tennessee
County Administrative Complex
1320 West Main Street
Franklin, TN 37064

SENIOR OLYMPICS: Tennessee Senior Olympics, Inc.
P.O. Box 2030
Columbia, TN 38402

9. **Indemnification of COUNTY.** COUNTY shall not be liable for any loss, damage or injury to persons or property occurring during or related to the Tennessee Senior Olympics Games unless caused by the gross negligence of the COUNTY, and SENIOR OLYMPICS shall indemnify and hold COUNTY harmless from any and all such injuries and damages, and shall defend any claims or legal action arising therefrom, and pay all judgments resulting therefrom and shall reimburse COUNTY for all costs and expenses, including reasonable attorney's fees, paid or incurred by COUNTY as a result of SENIOR OLYMPICS' promoting and hosting the Tennessee Senior Olympics events and use of any COUNTY facility. SENIOR OLYMPICS shall also indemnify and hold COUNTY harmless from any and all claims, damages, penalties, costs and attorney fees arising from any action brought against COUNTY by any of SENIOR OLYMPICS' officers, employees, contestants, invitees, patrons, spectators, and/or agents arising out of any injury incurred by such officer, employee, invitee, patron, subcontractor, and/or agent in the course of the performance of this Agreement or participation in the Senior Olympics Games.
10. **Copyrights, Royalties and Trademarks.** SENIOR OLYMPICS warrants that no music, visual

displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during SENIOR OLYMPICS' use of any facility or any other event promoted by SENIOR OLYMPICS unless SENIOR OLYMPICS has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. SPECIAL OLYMPICS shall indemnify and hold COUNTY and its officers, agents and employees harmless from all claims, losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights.

11. **Release of Liability.** SENIOR OLYMPICS agrees to release COUNTY, its officers, employees, agents, or servants from any personal liability growing out of or concerning the making of this Agreement or any of the activities or events held promoted or hosted by SENIOR OLYMPICS.
12. **Assumption of Liability.** SENIOR OLYMPICS expressly assumes full responsibility for all persons connected with SENIOR OLYMPICS' use of any COUNTY facility or any event promoted or hosted by SENIOR OLYMPICS regardless of relationship, including all its employees, agents, members, invitees, spectators, visitors, paying customers, and participants in the Senior Olympic events.
13. **Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.
14. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
15. **Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
16. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, either party shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
17. **Severability.** In the event that any section and/or term of this Agreement is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Agreement, and the remaining sections and/or terms are to be fully enforceable.
18. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.
19. **Entire Agreement.** This Agreement and its attachment contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that

is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

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

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

County:
WILLIAMSON COUNTY, TENNESSEE

Tennessee Senior Games:
TENNESSEE SENIOR OLYMPICS, INC.

By: _____
Rogers Anderson, County Mayor

By: _____
Christine Dewbre, Executive Director

By: _____
Doug Hood,
Parks and Recreation Director

By: _____
Williamson County Attorney

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Resolution No. 5-13-22
Requested by: Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A
LONG TERM AGREEMENT WITH THE WILLIAMSON COUNTY CONVENTION AND
VISITORS BUREAU**

WHEREAS, for past several years the Tennessee Senior Olympics, Inc., has held its state final games in Williamson County; and

WHEREAS, a result of holding the Tennessee Senior Olympic state final games in Williamson County has been increased tourist revenue from participants and spectators; and

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 7-51-903, Williamson County is permitted to agree to a long term agreement extending beyond the term of the members of the Board of Commissioners provided that the Board of Commissioners approves the agreement by resolution as required by *Tennessee Code Annotated*, Section 7-51-904; and

WHEREAS, Williamson County intends to execute a sponsor agreement with the Tennessee Senior Olympics, Inc. if approved by the Board of Commissioners which provides the County will pay an annual sponsor fee of \$23,000.00 to the Tennessee Senior Olympics as well as providing access to its Parks and Recreation sporting facilities; and

WHEREAS, Williamson County Convention and Visitors Bureau has agreed to reimburse Williamson County the annual sponsor fee of \$23,000.00; and

WHEREAS, the Board of Commissioners finds it to be in the interest of the citizens of Williamson County to authorize the County Mayor to execute a long term agreement with the Williamson County Convention and Visitors Bureau to define the responsibilities and obligations of the parties:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 13th day of May, 2013, hereby authorizes the County Mayor to execute a long term agreement not to exceed five years, and any other documentation, future amendments and addendums, with the Williamson County Convention and Visitors Bureau for the reimbursement of the sponsor fee paid by Williamson County to the Tennessee Senior Olympics, Inc. to hold the Senior Olympics state finals in Williamson County.



County Commissioner



County Commissioner



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Recreation Committee For _____ Against _____
Budget Committee For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

**REIMBURSEMENT AGREEMENT
WILLIAMSON COUNTY CONVENTION AND VISITORS BUREAU
AND WILLIAMSON COUNTY GOVERNMENT
FOR 2013 THRU 2018**

This reimbursement agreement, ("Agreement"), is entered into by and between WILLIAMSON COUNTY CONVENTION AND VISITORS BUREAU, ("WCCVB"), and WILLIAMSON COUNTY GOVERNMENT, ("COUNTY"), on this _____ day of _____, 2013, concerning the sponsorship agreement between the County and Tennessee Senior Olympics, Inc.

RECITALS

WHEREAS, the Tennessee Senior Olympics, Inc., has expressed interest in holding its annual Senior Olympics state final events in Williamson County;

WHEREAS, COUNTY, through its Parks and Recreation Department, intends to participate as a sponsor of the Tennessee Senior Olympics state final events and the Tennessee Senior Olympics agrees to hold the annual state final events in Williamson County contingent on WCCVB agreeing to reimburse the COUNTY for the sponsor fee; and

WHEREAS, the WCCVB has agreed to reimburse Williamson County for the \$23,000.00 sponsor fee.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, WCCVB and COUNTY on behalf of its Parks and Recreation Department agree as follows:

WITNESSETH:

1. **Term.** The term of this Agreement shall be for a period of five years, commencing on the 1st day of September, 2013, and ending on the 31st day of August, 2018. The term of this Agreement shall not exceed five years and therefore this Agreement may not be extended for any additional terms.
2. **Tennessee Senior Olympics.** The Tennessee Senior Olympics has agreed to exclusively hold its annual Senior Olympic state final events in Williamson County for the years 2013 thru 2018 unless this Agreement is terminated earlier and COUNTY has agreed to pay the Tennessee Senior Olympics an annual sponsor fee of \$23,000.00.
3. **Reimbursement of Sponsor Fee.**
 - a) WCCVB agrees to reimburse COUNTY the total sponsor fee amount of Twenty-Three Thousand Dollars and no cents (\$23,000.00) on an annual basis to be paid no later than July 31st of each year.
 - b) WCCVB agrees that it will be responsible for obtaining all approvals from its governing board needed to authorize the reimbursement.
4. **Termination.** Either party may terminate this Agreement for convenience by providing written notice to the other party no later than January 1st of each year. Any notice to terminate this Agreement for convenience provided shall not be effective until the close of the upcoming Tennessee Senior Olympics games. Should the Williamson County Convention and Visitors Bureau fail to reimburse the County the full amount of the sponsor fee, then Williamson County may terminate this Agreement.
5. **Choice of Law/Venue.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement or its attachment becomes subject to litigation, the venue for such action will be conducted exclusively in Williamson County, Tennessee.
6. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: **Williamson County, Tennessee**

County Administrative Complex
1320 West Main Street
Franklin, TN 37064

WCCVB:

Williamson County Convention and Visitors Bureau
c/o Mark Shore
400 Main Street, Suite 200
Franklin, TN 37064

7. **Release of Liability.** WCCVB agrees to release COUNTY, its officers, employees, agents, or servants from any personal liability growing out of or concerning the making of this Agreement.
8. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, COUNTY shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
9. **Severability.** In the event that any section and/or term of this Agreement is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Agreement, and the remaining sections and/or terms are to be fully enforceable.
10. **Entire Agreement.** This Agreement and its attachment contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.
11. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws, and ordinances and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement
12. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

COUNTY:

WCCVB:

WILLIAMSON COUNTY, TENNESSEE

WILLIAMSON COUNTY CONVENTION AND
VISITOR BUREAU

By: _____
Rogers Anderson, County Mayor

By: _____
Mark Shore, Executive Director

By: _____
Doug Hood,
Parks and Recreation Director

By: _____
Williamson County Attorney

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Resolution No. 5-13-23
Requested by Parks and Recreation Department

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A FACILITY USE CONTRACT WITH THE TENNESSEE SOCCER CLUB FOR USE OF WILLIAMSON COUNTY SOCCER FIELDS

- WHEREAS,** Williamson County, through its Parks and Recreation Department, provides sporting and recreational facilities throughout Williamson County; and
- WHEREAS,** the Tennessee Soccer Club conducts under 18 year old soccer leagues that use Williamson County soccer fields; and
- WHEREAS,** the parties desire to enter into the use agreement which will permit the Tennessee Soccer Club to use and reserve Williamson County soccer fields to conduct their soccer leagues for a use fee; and
- WHEREAS,** the contract sets forth the terms and obligations of each party concerning the use and maintenance of the soccer fields; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the use contract with the Tennessee Soccer Club to establish the terms and obligations of each party regarding the use and maintenance of the Williamson County soccer fields:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of May, 2013, authorizes the Williamson County Mayor to execute the use contract with the Tennessee Soccer Club, as well as all other related documents and extensions necessary to fulfill its obligations concerning the use and maintenance of Williamson County soccer fields.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Recreation Committee	For ___ Against ___ Pass ___ Out ___
Budget Committee	For <u>5</u> Against <u>0</u> Pass ___ Out ___
Commission Action Taken:	For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

SOCCKER FACILITY USE CONTRACT
Williamson County Parks & Recreation Department

This Contract is entered between WILLIAMSON COUNTY, TENNESSEE, ("County"), a Governmental entity on behalf of the Parks & Recreation Department, ("WCPR"), and TENNESSEE SOCCER CLUB, ("USER"). This contract consists of this Contract, Exhibit A (Additional Term Fees) and Exhibit B (Usage Schedules). In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. Properly executed Amendment or Addendum;
2. This Contract; and then
3. Exhibit A and Exhibit B.

1. **PURPOSE:** WCPR has agreed to permit USER to use soccer fields, ("Soccer Facilities"), owned or controlled by Williamson County to conduct under 18 year old soccer leagues. The purpose of this contract is to fully outline the terms pursuant to which USER may use the Williamson County Parks and Recreation soccer fields subject to the Usage Schedule.

2. **TERM OF CONTRACT:**

- A. The initial term of this Contract will be for one year beginning on July 1, 2013 and continuing until June 30, 2014 unless terminated earlier as provided herein.
- B. This Contract may be extended for 4 additional 1 year terms. The option to extend shall be exercised in the discretion of Williamson County. To be effective, any extension must be approved by the County attorney and the WCPR Director and signed by the Williamson County Mayor.

3. **DUTIES, RESPONSIBILITIES OF USER:**

- A. USER will be permitted to use the Soccer Facilities for Age Groups under 18 years only subject to the terms and the attached approved Usage Schedule. Any additional programs or usage not provided in the Usage Schedule will be charged the applicable rate at the time of the usage. To request additional use of Soccer Facilities not included on the Usage Schedule the User shall provide WCPR with a copy of its proposed schedule requesting additional use of the Soccer Facility no later than 14 calendar days prior to the requested use so the Department can adequately determine whether there are facilities available. All requests for additional use that are not included in the attached Usage Schedule shall not be effective until approved in writing by the WCPR Director.
- B. All USER'S participants shall be members of the Tennessee Soccer Club.
- C. USER shall ensure that all coaches satisfactorily complete the National Youth Sports Coaches Association classroom certification and the soccer specific certification. The NYSCA class can be completed either in person or online. USER shall ensure that all coaches complete a criminal background check prior to the coach being assigned to a team.
- D. The league will furnish WCPR with a copy of the league officials contact list before registration and a coaches list prior to the start of the season. Upon request by WCPR, USER shall provide a list of all participants.
- E. The use of the Soccer Facilities shall be governed and controlled by the rules and regulations of the Williamson County Parks & Recreation Department and Williamson County Government.
- F. USER shall be responsible for the conduct and behavior of everyone in attendance during a soccer event that is sponsored or conducted by USER or on behalf of USER.
- G. League will handle all disciplinary problems of the USER's officers, employees, participants, coaches and representatives operating for or on behalf of the USER in the manner prescribed by their by-laws. Any disciplinary incidences that involve vulgar language, fighting, physical altercations, or any time law enforcement is called, the league shall notify WCPR in writing within 24 hours of the incident. The report shall include any disciplinary action taken as a result of the incident. Nothing herein shall restrict WCPR's ability or authority to remove or ban

any coach, participant or USER's officers, representative or spectator from entering any Parks and Recreation facility for a behavioral incident or any action that violates any rules or regulations of WCPR or Williamson County.

H. The USER will provide first aid policies to all board members and coaches. The USER will also supply first aid supplies and/or medical assistance required during any game, practice, or activity. A first aid policy will be provided to WCPR and a first aid kit shall be on the premises when playing league games or tournament games.

I. Waivers on all players and coaches are to be turned into WCPR by USER upon the completion of signups. USER shall turn in insurance documentation and waivers along with a first aid policy prior to the start of any practice and playing of games.

J. Upon prior approval of WCPR, USER may hang banners of sponsors of USER'S league or events to hang temporary banners on the fences surrounding the Soccer Facilities. No banners shall be hung on any structures other than the fencing surrounding the Soccer Facility. WCPR reserves the right to remove any advertisements in its complete discretion. WCPR shall not be responsible for any damage or theft of banners. USER shall be responsible for removing or ensuring the banners are removed at the conclusion of the league season.

K. WCPR reserves the right to modify USER practice or usage when it deems appropriate. WCPR will make reasonable effort to provide alternative location or additional times for use by USER in place of any cancelled use. WCPR will provide advanced notification whenever possible.

L. The USER shall make by-laws and financial reports available upon request to WCPR or to any USERS' participants, members, coaches, officers, or anyone who makes an open records request for public documents, subject to Tennessee Code Annotated, Section 10-7-501 et. seq. Financial statements will be provided by the Treasurer upon request.

M. USER representatives shall be present to supervise all USER tournaments, events, games, participants, invitees, and spectators. USER shall remain solely responsible for providing adequate adult supervision of all minor participants during all events or use of the Soccer Facilities.

N. USER agrees to pay for all damages incurred to the fields, fencing, seating, equipment, and to any part of the Soccer Facility or any other area of the adjoining County owned parks that occurs while USER is using the Soccer Facility, or is attributed to its participants, tournaments, games, programs or guests of the USER as determined by the Director of Parks & Recreation.

O. USER agrees to submit a current roster of participants upon request by WCPR.

P. WCPR is not responsible for any items left at the Soccer Facility or any other facility by USER or its participants, employees, agents, or spectators.

Q. Scheduling of all tournaments being sought by or hosted by USER must receive prior approval of WCPR. The parties agree to act in good faith in agreeing to tournament schedules. ***USER shall provide WCPR with a completed time line of a scheduled Tournament no later than 30 days prior to the start of the tournament for WCPR's approval. No additional changes to the submitted time line will be permitted once the time line is received by WCPR unless approved by the Director.***

4. **USER's REPRESENTATIONS:** Understanding the County and WCPR is relying on these representations, USER makes the following representations:

A. USER is financially solvent and has sufficient capital to fulfill its duties and responsibilities contained herein.

B. USER shall ensure that all employees, volunteers, officers or any other individual providing services on behalf of USER is qualified and experienced to provide the services.

C. USER covenants that it will not discriminate against any person, including, but not limited to sex, race, religion, natural origin, or disability, and that its programs and services will comply with the Americans with Disabilities Act.

D. USER will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the contract documents.

5. **WCPR RESPONSIBILITIES:**

A. WCPR will be responsible for providing trash receptacles and the disposal of trash and

litter from such receptacles. The USER shall be responsible for ensuring trash is disposed of in the dumpsters at the conclusion of each use.

B. WCPR will be responsible for ensuring the grass is cut on a planned rotation, lay-out and line fields for scheduled games and tournaments. WCPR will handle general maintenance.

C. WCPR will be responsible for paying all utilities for all soccer facilities.

D. WCPR shall have the authority to determine whether rain or inclement weather has made the field unusable prior to any USER's use, and shall contact USER of WCPR's decision. WCPR reserves the right to shut down the park complex if the staff feels it is necessary to do so.

6. **OFFICE SPACE:** WCPR has agreed to provide office space for use by USER for no additional costs depending on the availability of space. Should office space be available, USER understands and agrees that USER will only have access to the Office Space during normal operating hours of the Parks and Recreation Facility in which the office space is located. USER shall be responsible for purchasing and providing all office supplies and office equipment. USER will be responsible for all costs associated with phone services. WCPR reserves the right to enter the office at any time. Should WCPR determine that the office space is needed by WCPR for a public purpose, USER agrees to vacate the office upon receipt of notice from WCPR. WCPR will make a reasonable effort to find USER alternative space in a Parks and Recreation facility but is under no obligation to provide said space. Should office space be provided by WCPR, USER agrees to accept the space "as is" and shall ensure that the office is in the same condition the space was in prior to USER taking possession. USER shall be responsible for all damages caused to the office space while USER has use of the space.

7. **FEES:**

A. WCPR will charge USER a flat annual use fee of \$150,000.00 for the first year which may be paid, in the discretion of the USER to be declared by the USER at the execution of this Agreement and each extension thereafter, in one of the following manners:

- i. in monthly payments of \$12,500.00 due in advance on the first day of each month;
- ii. equal quarterly payments of \$37,500.00 to be paid in advance of each quarter due no later than July 1, October 1, January 1, and April 1; or
- iii. one annual payment of \$150,000.00 to be paid no later than July 31.

Once the USER declares the manner in which the USER will pay the annual use fee, the User cannot change the manner it pays the use fee until a subsequent Addendum is approved by the parties.

B. Should WCPR grant USER'S request for additional uses of Soccer Facilities included in this Agreement then additional fees will be due to WCPR prior to the scheduled use. Williamson County or WCPR reserves the right to audit any and all records concerning the collection of fees, list of the participants and other related documentation as is more specifically provided below.

C. Should USER fail to pay any outstanding amounts within 30 days of the due date, then all unpaid amounts shall be assessed a 1½% late charge per month or the maximum percentage permitted by Tennessee Law, whichever is lower. Any outstanding debt over 60 days past due shall automatically terminate this Contract and all use of the Soccer Facilities by USER shall cease immediately. Exercise of any rights under this section shall not prejudice any other remedy or right the County and/or WCPR may have for the failure of USER to pay any amounts due.

D. USER shall be responsible for any and all costs associated with the collection of any money owed by USER to WCPR including reasonable attorney fees, court costs, other related fees, interest, and damages. Any partial payments or back payments made to WCPR shall first be applied to back payments and interest and shall not relieve USER of additional interest or other payments due on all outstanding balances.

8. **SCHEDULE OF FEES:** The Schedule of Fees for each additional year after the initial term is defined in Exhibit A which is attached to and made a part of this contract.

9. **USAGE SCHEDULE:** The Usage Schedule is defined in Exhibit B which is attached hereto and made a part of this Contract.

10. **VENDING:** WCPR has and shall at all times maintain the right to operate food concessions at Parks and Recreation Facilities including its Soccer Facilities. Should USER wish to sell food concessions, USER shall obtain prior approval of WCPR of all vendors and set fees for goods and services. USER shall be responsible for ensuring all vendors obtain all licenses and permits required by law. USER or vendor shall be responsible for the payment of all taxes, fees, and charges required by any governmental authority in connection with its use of the Soccer Facility or other facility or the sale or provision of goods or services. USER shall remain fully responsible and shall indemnify County and WCPR for any actions of the USER, vendors or their employees.

11. **SPORTSMANSHIP:** USER's employees, coaches, participants, and guests will conduct themselves appropriately at all times while present at a Soccer Facility or other Parks and Recreation Facilities. Inappropriate behavior will result in suspension/termination of privileges to use any of the Soccer Facilities by USER, the participant(s) guests, or employees of USER at the sole discretion of WCPR. Removal of the individual(s) from a Soccer Facility shall not relieve USER of any damages or injuries caused by the action of the individual.

12. **TELEPHONE/INTERNET USAGE:** USER agrees that its employees, participants, coaches, and guests will not incur long distance telephone charges, internet service fees, or any other charges or fees on the phone system at any of the Soccer Facilities or when using the office space. If such charges are incurred by WCPR, USER agrees that it will immediately reimburse WCPR for all such costs, damages, reasonable attorney fees, court costs and other fees, taxes or penalties. Violation of this section shall be deemed as a material violation by USER of this contract.

13. **INSURANCE:**

A. USER agrees to provide WCPR with proof of liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) single limit, naming Williamson County Parks & Recreation Department and Williamson County Government as additional insured. The insurance company shall be one that is licensed to do business in Tennessee and is acceptable to Williamson County.

B. USER shall provide to Williamson County a current copy of the insurance certificate prior to execution of this contract.

C. USER will provide WCPR and Williamson County with at least 30 days notice of any intent to cancel its insurance.

D. USER shall ensure that all vendors, subcontractors, or agents providing services or goods at any event provide proof of liability insurance at the same rate and conditions that the USER is obligated to provide.

14. **SAFETY PROGRAM:** The USER shall be solely responsible for initiating, maintaining, and supervising a safety program in connection with use of the Soccer Facilities. USER shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to any person, the Soccer Facilities, or to any other Williamson County owned property. USER shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

15. **SURRENDER OF PREMISES:** After each event, USER shall surrender the Soccer Facility in as good a state and condition as the Soccer was in at the commencement of the event, damages by the elements excepted.

16. **TERMINATION OF CONTRACT:**

A. This contract may be canceled by either USER or WCPR for convenience by providing written notice 45 days prior to the termination date. Any and all amounts owed to WCPR by USER will be prorated and paid by USER within 45 days of the termination date.

B. Should USER fail to fulfill in a timely and proper manner its obligations under this

contract or if it should violate any of the terms of this contract, WCPR shall have the right to immediately terminate the contract. Such termination shall not relieve USER of any liability to WCPR or County for damages sustained by virtue of any breach by USER.

C. WCPR shall consider a breach of any of the above sections of this Contract a material breach of this Contract, and may, at its option, declare this Contract forfeited. Exercise of WCPR's rights contained in this Section 16 shall not prejudice all other remedies available under the law.

17. **TAXES:** WCPR and County shall not be responsible for any taxes that are imposed on USER. Furthermore, USER understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Williamson County.

18. **AUDIT:** Williamson County may audit all records of USER regarding expenditures of USER or the payments made under this Contract. USER shall ensure that Williamson County and WCPR staff have access, at all reasonable times, to the documents kept by USER in connection with all funds expended or paid to Williamson County or WCPR under this Contract at a location within Williamson County.

19. **NOTICES:**

Notices to Williamson County shall be sent to:

Williamson County Mayor's Office

Rogers Anderson, County Mayor

1320 West Main Street, Suite 125

Franklin, TN 37064

Notices to Williamson County Parks & Recreation shall be sent to:

Williamson County Parks & Recreation

Doug Hood, Director

1120 Hillsboro Road

Franklin, TN 37064

Notices to USER shall be sent to:

Tennessee Soccer Club

20. **PARTNERSHIP/JOINT VENTURE:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

21. **WAIVER:** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

22. **EMPLOYMENT:** USER shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, gender, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

23. **INDEMNIFICATION AND HOLD HARMLESS:**

A. USER shall indemnify and hold harmless WCPR and County, their officers, agents, volunteers, and employees from:

1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of USER, its officers, employees, participants, coaches, volunteers, vendors and/or agents, including its sub or independent contractors, in connection with the performance of this contract;

2. Any claims, damages, penalties, costs and attorney fees arising from any failure

of USER, its officers, employees, participants, coaches, volunteers, vendors and/or agents, to observe applicable laws including, but not limited to, labor laws and minimum wage laws; and

3. Any claims, damages, penalties, costs and attorney fees arising from any action brought against County or WCPR by any of USER's officers, employees, participants, coaches, volunteers, vendors, participants, bystanders and/or agents arising out of any injury incurred by such officer, employee, participants, coaches, volunteers, vendors, bystanders, and/or agent in the course of the performance of this contract, regardless of the cause of such injury.

B. USER shall pay County any expenses incurred as a result of USER's failure to fulfill any obligation in a professional and timely manner under this Contract.

C. Neither WCPR nor County will indemnify, defend or hold harmless in any fashion USER from any claims arising from any failure, regardless of any language in any attachment or other document that USER may provide.

24. **COPYRIGHT, TRADEMARK, SERVICE MARK, OR PATENT INFORMATION:** USER shall, at its own expense, have the duty to defend any suit which may be brought against Williamson County or WCPR to the extent that it is based on a claim for infringement of a copyright, trademark, service mark or patent. USER shall further indemnify and hold harmless Williamson County and WCPR against any award of damages and costs made against Williamson County or WCPR by a final judgment of a court of last resort in any such suit. Williamson County shall provide USER notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable USER to do so. Williamson County reserves the right to participate in the defense of any such action. USER shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon either Williamson County or WCPR unless approved by the Williamson County Attorney and, where required, the Williamson County Board of Commissioners.

25. **ATTORNEY FEES:** USER agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this contract, and in the event WCPR/County prevails, USER shall pay all expenses of such action including, but not limited to, WCPR/County's reasonable attorney fees and costs at all stages of the litigation.

26. **ASSIGNMENT--CONSENT REQUIRED:** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Contract nor any of the rights and obligations of USER hereunder shall be assigned or transferred in whole or in part without the prior written consent of WCPR. Any such assignment or transfer shall not release USER from its obligations hereunder.

27. **ENTIRE CONTRACT:** This Contract sets forth the entire contract between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

28. **GOVERNING LAW:** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the USER may provide.

29. **VENUE:** Any action between the parties arising from this contract shall be exclusively maintained in the courts of Williamson County, Tennessee.

30. **SEVERABILITY:** In the event any term or provision of this Contract shall be determined by a court of competent jurisdiction to be unenforceable, the remainder shall survive and the unenforceable provision shall be reformed to form an enforceable provision consistent with the intent of the parties as evidenced by this contract.

31. **HEADINGS:** The headings in this Contract are for convenience and reference and are not intended to define or limit the scope of any provision of this contract.

32. **EFFECTIVE DATE:** This contract shall not be binding upon the parties until it has been signed first

by the USER and then by the authorized representatives of WCPR/County and has been filed in the office of the Williamson County Mayor. When it has been so signed and filed, this contract shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized representatives.

WILLIAMSON COUNTY:

County Mayor

WCPR

Doug Hood - Director Parks & Recreation

APPROVED AS TO INSURANCE:

Risk Management

APPROVED AS TO FORM AND LEGALITY:

County Attorney

FILED IN THE OFFICE OF THE COUNTY
MAYOR:

Date:

USER:

BY: _____

TITLE: _____

Sworn to and subscribed to before me, a
Notary Public, this ____ day of _____,
2013 by _____
the _____ of
USER and duly authorized to execute this
instrument on USER's behalf.

Notary Public: _____

My Commission Expires: _____

4/29/13

9:30 a.m.

JW

Resolution No. 5-13-26
Requested by: Animal Control Director

**RESOLUTION TO AUTHORIZE AN INCREASE AND ASSESSMENT OF FEES
COLLECTED BY THE WILLIAMSON COUNTY ANIMAL CONTROL DEPARTMENT**

Whereas, Tennessee Code Annotated, Section 5-1-120 provides that a county legislative body, by resolution, may license and regulate dogs and cats, and establish and operate shelters which includes the authority to adopt policies and assess fees; and

Whereas, Williamson County has experienced drastic growth in its population and requests for animal control services have increased, resulting in the current fees no longer being reflective of the type of services provided by Animal Control; and

Whereas, the increased fees will be more reflective of the animal control fees charged in other middle Tennessee Counties; and

Whereas, the increase in fees includes the implementation of a \$25.00 fee that will be charged to pet owners who have requested their pets be euthanized, such service to be provided by Williamson County Animal Control only in circumstances where the pet owner has provided documentation from a licensed veterinarian evidencing that the euthanasia is medically justified; and

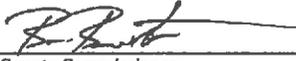
Whereas, the Board of County Commissioners of Williamson County has determined that these circumstances support an increase in Animal Control fee rates and the implementation of medically justified euthanasia fees; and

NOW, THEREFORE, BE IT RESOLVED, by action of the Williamson County Board of Commissioners meeting on this the 13th day of May, 2013, in Williamson County, Tennessee, and effective on the first day of the month following the adoption of this resolution, the fees for the provision of animal control services by the Williamson County Animal Control shall be increased as follows:

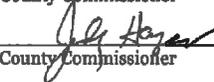
	<u>Current Fee</u>	<u>Proposed Fee</u>
Cat rescue fee	\$ 25.00	\$ 30.00
Adoption of kittens or cats:	\$ 45.00	\$ 50.00
Dog rescue fee	\$ 45.00	\$ 55.00
Adoption of puppies or dogs:	\$ 65.00	\$85.00
Return animal to owner	\$ 25.00	\$ 50.00

AND BE IT FURTHER RESOLVED, that a \$25.00 fee be created and assessed on pet owners who request their pets to be euthanized by Williamson County Animal Control, conditioned on the pet owner providing documentation from a licensed veterinarian evidencing that the euthanasia is medically justified, said policy to be effective on the first day of the month following the adoption of this resolution. Animal Control does not euthanize pets based upon owner requests unless the owner provides documentation from a licensed veterinarian that the procedure is medically justified; although owners have the option of surrendering a pet to Animal Control to be placed for adoption when euthanasia is not medically justified.

Adopted by the Williamson County legislative body, this the 13th day of May, 2013 and becomes effective June 1, 2013.



County Commissioner



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee For 5 Against 0

Budget Committee For 5 Against 0

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

4/29/13
11:00 a.m.
JW

Resolution No. 5-13-32
Requested by: County Mayor's Office

RESOLUTION TO ADOPT THE PROCEDURE CONTAINED IN THE COUNTY PURCHASING LAW OF 1957 TO SELL SURPLUS PROPERTY HAVING A VALUE OF \$1,000.00 OR LESS WITHOUT HAVING TO SEEK APPROVAL FROM THE COUNTY LEGISLATIVE BODY

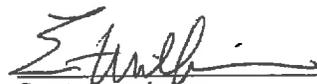
WHEREAS, Williamson County, by resolution, elected to be subject to the County Purchasing Law of 1957; and

WHEREAS, during its January 14, 2013 meeting the Board of Commissioners requested the General Assembly to amend portions of *Tennessee Code Annotated, Section 5-14-108* to provide an exemption to the requirement to declare personal property surplus prior to receiving bids for the sale of the property; and

WHEREAS, on the 16th of April, 2013, Governor Haslam signed into law Public Chapter No. 162 which provides upon approval by a two-thirds majority vote of the county legislative body, a procedure to authorize the purchasing agent, upon request of the County Mayor, the authority to declare county owned personal property with an accumulative estimated value of one thousand dollars or less surplus property and to authorize the county purchasing agent to sell the property on the open market or to gift, trade, or barter the personal property to a nonprofit or charitable organization; and

WHEREAS the Williamson County Board of Commissioners finds it would be in the interest of its citizens to adopt this exception to the County Purchasing Law of 1957 concerning an exemption to the requirement to declare personal property surplus:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session, this the 13th day of May, 2013, by a two-thirds majority vote to adopt the procedure to authorize the purchasing agent, upon request of the County Mayor, the authority to declare county owned personal property with an accumulative estimated value of one thousand dollars or less surplus property and to authorize the county purchasing agent to sell the property on the open market or to gift, trade, or barter the personal property to a nonprofit or charitable organization subject to the restrictions and requirements provided in Public Chapter 162 of the 108th General Assembly.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For 5 Against 0 Pass _____ Out _____

Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date



State of Tennessee

PUBLIC CHAPTER NO. 162

HOUSE BILL NO. 73

By Representative Sargent

Substituted for: Senate Bill No. 588

By Senators Johnson, Ketron

AN ACT to amend Tennessee Code Annotated, Title 5, Chapter 14, relative to disposing of surplus property.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 5-14-108(o), is amended by adding the following language as a new subdivision:

(4) Notwithstanding any other provision of law, a procedure may be established upon approval by resolution or ordinance, by a two-thirds (2/3) majority vote of the county legislative body, to provide the purchasing agent, upon request of the county mayor, the authority to declare county owned personal property with an accumulative estimated value of one thousand dollars (\$1,000) or less surplus, obsolete, or unusable personal property and to dispose of the personal property, at the purchasing agent's discretion, by selling the personal property on the open market or by gift, trade, or barter to a nonprofit or charitable organization properly incorporated under the laws of this state and in which no part of the net earnings of the organization inures or may lawfully inure to the benefit of any private shareholder or individual and that it provides services benefiting the general welfare of the residents of the county. Items having an accumulative estimated value that exceeds one thousand dollars (\$1,000) shall not be subdivided in order to circumvent the requirement for public notice or receipt of sealed bids or selling the property through public or internet auction. The purchasing agent shall keep all records of transactions of the disposal of personal property under this subdivision for a minimum of five (5) years.

SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring it.

HOUSE BILL NO. 73

PASSED: April 1, 2013


BETH HARWELL, SPEAKER
HOUSE OF REPRESENTATIVES


RON RAMSEY
SPEAKER OF THE SENATE

APPROVED this 16th day of April 2013


BILL HASLAM, GOVERNOR