

FILED 6/27/11
ENTERED 11:30 a.m.
WILLIAMSON COUNTY CLERK JW

RESOLUTION No. 7-11-11
Requested by the Property Management Department

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO
ENTER INTO AN EASEMENT WITH MIDDLE TENNESSEE ELECTRIC MEMBERSHIP
CORPORATION FOR INSTALLATION OF ELECTRICAL UTILITIES**

WHEREAS, Williamson County, ("County"), is a governmental entity that owns real property located at 420 Bridge Street, Franklin, Tennessee, which is commonly referred to as the "J.L. Clay Senior Citizen Center" ("Property"); and

WHEREAS, Middle Tennessee Electric Membership Corporation, ("MTEMC") provides electrical services to residential structures in this area of Williamson County; and

WHEREAS, on May 9, 2011 the Williamson County Board of Commissioners approved a 5 foot wide easement at this location; and

WHEREAS, MTEMC has informed the County that it needs a 15 foot easement from the center of the existing pole line to install new electrical lines and related appurtenances; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute an easement and all other documentation to provide access to MTEMC for the installation of electrical lines and related appurtenances:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 11th day of July, 2011, authorizes the Williamson County Mayor to execute an easement and all other documentation required to provide a 15 foot wide easement from the center of the existing pole line to Middle Tennessee Electric Membership Corporation which will run the length of the property located at 420 Bridge Street, Franklin, Tennessee for the purpose of installing electrical lines and related appurtenances.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For ___ Against ___ Pass ___ Out ___

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 7-11-16
Requested by: Office of Public Safety Director

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MIDDLE
TENNESSEE ELECTRIC MEMBERSHIP CORPORATION**

WHEREAS, Williamson County, as a Tennessee governmental entity, has the authority to enter into memorandums of understanding for the cooperation with other public entities; and

WHEREAS, Williamson County has an active Department of Emergency Communications, as well as an active and well trained Emergency Management Agency within its Office of Public Safety, who continuously provide and improve emergency communication capabilities; and

WHEREAS, Williamson County and Middle Tennessee Electric Membership Corporation ("MTEMC") desire to execute a Memorandum of Understanding to cooperate in the provision of space on specific towers to expand their emergency communication capabilities; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to enter into a memorandum of understanding with MTEMC to cooperate in the provision of space on each other's towers to expand emergency capabilities throughout the County:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 11th day of July, 2011, authorize the County Mayor to enter into a Memorandum of Understanding, and any subsequent amendments, with Middle Tennessee Electric Membership Corporation for cooperation in providing mutually agreed sites on specifically defined telecommunication towers to expand the parties telecommunication capabilities.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Property Committee For 5 Against 0

Law Enforcement and Public Safety For _____ Against _____

Budget Committee For _____ Against _____

COMMISSION ACTION TAKEN: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION NO. 7-11-19
Requested by the Property Management Department

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO
GRANT EASEMENTS TO THE CITY OF FRANKLIN
FOR THE WIDENING OF HILLSBORO ROAD**

WHEREAS, Williamson County, ("County"), is a governmental entity that owns real property located at 106 Claude Yates Dr. which is more particularly described as Deed Book 1060, Page 858, and as Map 63, Parcel 20.05; and

WHEREAS, both Williamson County, ("County"), and the City of Franklin, ("City"), are governmental entities of the State of Tennessee and, as such, are authorized to enter into grant agreements with each other; and

WHEREAS, the City is currently seeking to obtain easements to assist the State of Tennessee in its construction of Mack Hatcher Parkway; and

WHEREAS, *Tennessee Code Annotated, Section 12-9-110*, ("Act"), authorizes a county government to transfer real or personal property to another public agency if the governing bodies of both entities approve the conveyance and determine that the terms and conditions set forth in the transferring documents are appropriate; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to grant the City of Franklin easements and to execute all documentation to provide easements to the City:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 11th day of July, 2011, authorizes the Williamson County Mayor to execute a Dedication of Permanent Easement and all other documentation required to provide the City with easements to assist the State of Tennessee in widening the Hillsboro Road.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For ___ Against ___ Pass ___ Out ___

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Prepared by:
Robert Cook
Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, Tennessee 37064

Name: Williamson County
Map 063, Parcel 20.05
Deed Book 1060, Page 858
Date prepared: 6/26/11

AGREEMENT FOR DEDICATION OF EASEMENTS

WHEREAS, the undersigned desire to dedicate easements for the purposes stated herein.

NOW, THEREFORE, for and in consideration the undersigned, **Williamson County**, hereby grants a permanent public utility easement ("easements") described herein to the **City of Franklin**, its successors and assigns, for the purpose of relocating utilities and widening of Hillsboro Road within the limits of said easement located on a parcel of land located in Williamson County, Tennessee at 106 Claude Yates Drive; the easements being more particularly described as follows:

Attached as Exhibit A

Williamson County does not waive any rights to claims or damages in any manner for the negligence or intentional acts of the City of Franklin, its employees, agents, representatives, or contractors.

The parcel of land upon which the easements are located is to remain the property of Williamson County and may be used by Williamson County for any purpose it desires after the construction within the easements is completed, provided, in the opinion of Williamson County and the City of Franklin, that the use does not destroy, weaken, or damage the above described improvements. The City of Franklin covenants that, upon completion of construction, it will restore the easements to their original condition, or as near as reasonably possible. The City of Franklin shall not conduct any activities whatsoever outside of the easements granted herein unless it obtains prior written permission from the County. The City of Franklin agrees to ensure that all underground improvements shall be installed at a depth as to ensure that the improvements will not be damaged by actions of the County in its use of its property. Williamson County warrants and forever defend the right of the City of Franklin to the foregoing easement against the claim of all person whomsoever.

The conveyance includes the right of the City of Franklin, Tennessee, its servants and agents to construct operate, maintain, repair, replace and inspect utility improvements within the limits of the aforescribed permanent utility easement.

Williamson County covenants with the City of Franklin that Williamson County is the owner of said parcel of land in fee simple and has good right to make this conveyance. This Dedication of Easements is strictly conditioned on the City of Franklin complying with all requirements, obligations and restrictions on use of the property as contained herein

Williamson County Mayor

City of Franklin Mayor

Date: _____

Date: _____

IN WITNESS WHEREOF,

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me personally appeared **Rogers Anderson, Williamson County Mayor**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Agreement for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 2011.

Notary Public

My commission expires: _____

IN WITNESS WHEREOF,

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me personally appeared **Ken Moore, City of Franklin Mayor**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing Agreement for the purposes therein contained.

Witness my hand and seal at office this ____ day of _____, 2011.

Notary Public

My commission expires: _____

EXHIBIT A

EASEMENT 1

BEGINNING at a point in the east proposed right-of-way line of S.R. 106 (Hillsboro Road) located 63.00 feet right of centerline station 75+57.74; thence leaving said proposed right-of-way line and extending onto Tract 44 the following three calls: North 78 deg. 24 min. 30 sec. East for a distance of 9.85 feet to a point; thence South 11 deg. 33 min. 57 sec. East for a distance of 10.68 feet to a point; thence South 78 deg. 24 min. 30 sec. West for a distance of 9.84 feet to a point of intersection with the east proposed right-of-way line of S.R. 106 (Hillsboro Road); thence with said proposed right-of-way line North 11 deg. 35 min. 30 sec. West for a distance of 10.68 feet to the Point of **BEGINNING**.

EASEMENT 2

BEGINNING at a point in the east proposed right-of-way line of S.R. 106 (Hillsboro Road) located 63.00 feet right of centerline station 76+50.55; thence with said proposed right-of-way line North 11 deg. 35 min. 30 sec. West for a distance of 10.67 feet to a point; thence leaving said proposed right-of-way line and extending onto Tract 44 the following three calls: North 78 deg. 24 min. 30 sec. East for a distance of 9.39 feet to a point; thence South 11 deg. 33 min. 57 sec. East for a distance of 10.67 feet to a point; thence South 78 deg. 24 min. 30 sec. West for a distance of 9.39 feet to the Point of **BEGINNING**.

EASEMENT 3

BEGINNING at a point in the east proposed right-of-way line of S.R. 106 (Hillsboro Road) located 63.00 feet right of centerline station 77+81.16; thence with said proposed right-of-way line North 11 deg. 35 min. 30 sec. West for a distance of 34.36 feet to a proposed right-of-way monument at the intersection of the south existing right-of-way line of Mack Hatcher Parkway; thence with the existing right-of-way line North 49 deg. 09 min. 02 sec. East for a distance of 96.75 feet to a point; thence leaving said existing right-of-way line and extending onto Tract 44 the following four calls: South 11 deg. 09 min. 26 sec. East for a distance of 67.76 feet to a point; thence South 78 deg. 27 min. 50 sec. West for a distance of 55.93 feet to a point; thence South 11 deg. 32 min. 10 sec. East for a distance of 13.98 feet to a point; thence South 78 deg. 27 min. 50 sec. West for a distance of 27.95 feet to the Point of **BEGINNING**.

Resolution No. 7-11-21
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL
GOVERNMENT CONCERNING THE PROVISION AND CONTINUED
MAINTENANCE OF THE COUNTY PARK
OFF OF NATCHEZ TRACE PARKWAY**

WHEREAS, Williamson County and the Federal Government executed a Memorandum of Understanding on or about November of 2006 to define the obligations of the parties concerning the creation and maintenance of a County park off of the Natchez Trace Parkway; and

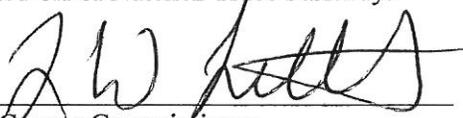
WHEREAS, the United States Government transferred ownership of real property to Williamson County in the vicinity of Natchez Trace Highway for the construction of a road to access the County park; and

WHEREAS, with financial assistance of the Federal Government, Williamson County oversaw the paving of an access road to the County park; and

WHEREAS, the previous MOU is no longer effective and a new one is needed to continue the relationship; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of its citizens to enter into a new MOU with the Federal Government concerning the County's Natchez Park area; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Williamson County meeting on this the 11th of July, 2011, authorize the County Mayor to enter into a MOU and all other documentation needed for the provision and maintenance of the County park located off of Natchez Trace Parkway.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Recreation Committee For ___ Against ___

Budget Committee For ___ Against ___

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

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NATIONAL PARK SERVICE
AND
WILLIAMSON COUNTY, TENNESSEE**

This memorandum of understanding, (hereinafter "MOU"), is made and entered into by and between the National Park Service, (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent, Natchez Trace Parkway, (hereinafter "Parkway"), and Williamson County, Tennessee (hereinafter "County").

ARTICLE I – BACKGROUND AND OBJECTIVES

A seventy-two acre parcel of land adjacent to the Natchez Trace Parkway owned by the State of Tennessee, (hereinafter "State"), was determined to be excessive to the State's needs. The State deeded the property over to the County to develop and maintain a County Park. The transaction was conditioned on the County constructing a road that would provide access from the Parkway to the County Park. In addition, the County agreed to develop a passive park including parking, restrooms, a trail, and trailhead.

A partnership was developed in 1998 between Williamson County and the Parkway to work in tandem to provide the visiting public access to the passive park. The parties previously agreed that NPS would construct the 1,000 foot access road through the Parkway boundary and a right-of-way would not be needed. The Federal Highway Administration performed the construction supervision and contract administration. The County was responsible for the costs associated with the construction of the access. The access road has since been completed.

ARTICLE II – AUTHORITY

The authority for the National Park Service to enter into this Memorandum of Understanding is 16. U.S.C. §§ 1, 460 and 460a. The authority for the County to enter into this Memorandum of Understanding is *Tenn. Code Ann. § 12-9-101, et. seq.*

ARTICLE III – STATEMENT OF AGREEMENT

The County and the Parkway agree as follows:

A. The proposed seventy-two acre park shall be maintained as a passive park with development limited to interpretive walking trails, parking area, a kiosk with educational displays and information pertaining to Williamson County, picnicking, and restroom facilities. Other facilities may be added if both parties agree that they meet the intent and scope of this MOU.

B. The Williamson County Parks and Recreation Department will construct and maintain the passive park to the standards of the National Park Service, as it was agreed that the visiting public would not differentiate between the Natchez Trace Parkway and the County Park.

C. The passive park will be totally funded by Williamson County and the County will bear all construction and maintenance costs.

D. All utilities brought to the site will be accessed from the backside of the passive park and will not impact the Parkway.

E. Law enforcement will be the County's responsibility; however, the National Park Service will respond in emergencies.

F. Hours of operation will be sunup-to-sundown and the site will be gated during the non-

operational hours. Opening and closing the gate will be the responsibility of Williamson County. Access to the site will be extended to the National Park Service for emergency response.

G. The access road and shoulders on US Government Property will be maintained by the National Park Service.

H. The Natchez Trace Parkway will cooperate in the review of the design and construction documents for the passive park; however, the Williamson County Parks and Recreation Department will be the lead.

I. The Natchez Trace Parkway retains the right to close the access road if the future use and activities of the passive park are incompatible with the National Park Service mission, or if the park is not maintained to the standards of the Natchez Trace Parkway. Upon learning of the incompatible activities, the Parkway will immediately notify the County that if the activity is not ceased within seven days, the access will be closed by the Parkway and it will remain closed until the facility is returned to National Park Service standards of operation.

J. As required by the previous MOU, Williamson County provided all design and contract documents for construction of the access. The Natchez Trace Parkway agreed to provide all planning and compliance documents for construction of the access road. Eastern Federal Lands Highway Division of the Federal Highway Administration has agreed to administer the construction contract and provide project supervision.

K. The Parkway will provide appropriate signage to direct visitors to the passive park.

L. County vehicles will be allowed to traverse the Parkway from Highway 96 to the passive park. No commercial vehicles are allowed on the Parkway without a Special Use Permit.

M. All donations to the County for development of the park and donor recognitions will be in accordance with Director's Order #21, Donations and Fundraising.

N. The schedules for development of the passive park will be mutually agreed to by both parties.

ARTICLE IV – TERM OF AGREEMENT

This agreement shall be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article VI that follows. The effective period may be extended by either party when requested in writing if all conditions of agreement are mutually agreed upon. If any condition is no longer valid, a new Memorandum of Understanding may be required.

ARTICLE V – KEY OFFICIALS

A. Communications and Notices. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. All communications and notices regarding this agreement shall be directed to both of the following official for each party:

1. For the National Park Service:

Key Official:

Stennis R. Young, Acting Superintendent
Natchez Trace Parkway
2680 Natchez Trace Parkway
Tupelo, MS 38804
(662) 680-4005

2. For Williamson County, Tennessee:

Key Official:

Rogers C. Anderson
Williamson County Mayor
1320 West Main Street, Suite 125
Franklin, TN 37064
(615) 790-5700

B. Changes in Key Officials. With the exception of elected or appointed officials, neither the Parkway nor the County shall make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such change on the scope of the agreement specified within this Memorandum of Understanding.

ARTICLE VI – MODIFICATION AND TERMINATION

A. This agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this agreement by providing the other party with 60 days' advance written notice. In the event that one party provides the other party with notice of its intention to terminate the agreement, the parties shall meet promptly to discuss the reason(s) for the notice.

ARTICLE VII – LIABILITY

The County shall be fully responsible for the acts and omissions of its representatives, agents, employees, contractors, and subcontractors connected with the performance of this agreement. The County in furtherance of and as an expense of this agreement shall:

A. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars, (\$1,000,000), per person for any one claim, and an aggregate limitation of Three Million Dollars, (\$3,000,000), for any number of claims arising from any one incident. Prior to beginning the work which is the subject of this agreement, the County shall provide the Parkway with confirmation of such insurance coverage.

B. Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representative or employee.

C. If permissible under Tennessee Law, indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives or employees, or arising out of or in any way connected to activities authorized pursuant to this agreement. This obligation shall survive the termination of this agreement.

D. Cooperate with the Service in the investigation and defense of any claims that may be filed with the Service arising out of the activities of the County's employees, agents, representatives and contractors and subcontractors connected with the performance of this agreement.

ARTICLE VIII – STANDARD CLAUSES

A. Non-Discrimination. All activities pursuant to the agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Acts of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d, et seq); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§, et seq); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex.

B. Promotions. The County and the Service mutually agree to not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publication) which states or implies endorsement of a product, service, or position which either party represents.

C. Public Information Release. Before any public information can be released which refers to this agreement, the County and the Service must mutually agree on the content and nature of the information. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval to the Superintendent of the Parkway who agrees not to release the information until all Key Officials have provided written concurrence with the content and nature of the information.

D. Independent Entities. The relationship of the entities shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this MOU. The entities 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 entity contrary to the terms of this paragraph. Each entity shall maintain its own identity in providing services. Each entity is separately responsible for establishing its own policies and financing its own activities.

E. Force Majeure. Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

F. Severability. Should any provision of this MOU be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this agreement.

G. Required Approvals. Each party shall be responsible for receiving all approvals from the appropriate authorities prior to executing this MOU.

ARTICLE IX – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date(s) set forth below

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: STENNIS R. YOUNG

Title: ACTING SUPERINTENDENT, NATCHEZ TRACE PARKWAY

Date: _____

FOR WILLIAMSON COUNTY, TENNESSEE:

Signature: _____

Name: ROGERS C. ANDERSON

Title: WILLIAMSON COUNTY MAYOR

Date: _____

A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS,
DEPARTMENTS, INSTITUTIONS, OFFICES, AND AGENCIES OF
WILLIAMSON COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING
JULY 1, 2011, AND ENDING JUNE 30, 2012

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, assembled in regular session on the 11th day of July, 2011, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, and agencies of Williamson County, Tennessee, for the capital outlay and for meeting the payment of principal and interest on the County's debt maturing during the fiscal year beginning July 1, 2011, and ending June 30, 2012, according to the following schedule:

GENERAL FUND

51100	COUNTY COMMISSION	676,200
51210	BOARD OF EQUALIZATION	7,700
51220	BEER BOARD	2,700
51240	OTHER BOARDS AND COMMITTEES / SOLID WASTE	3,300
51300	COUNTY MAYOR	690,502
51310	PERSONNEL / HUMAN RESOURCES OFFICE	254,789
51400	COUNTY ATTORNEY	609,450
51500	ELECTION COMMISSION	561,507
51600	REGISTER OF DEEDS	586,539
51710	COMMUNITY DEVELOPMENT	2,223,305
51720	PLANNING	23,855
51730	BUILDING CODES	19,121
51740	ENGINEERING	47,997
51750	CODES COMPLIANCE	50,381
51760	INFORMATION SYSTEMS	1,115,921
51800	COUNTY BUILDINGS	3,031,182
	OTHER FACILITIES - WMSON CTY	
51810	CABLE T V	103,398
51910	COUNTY ARCHIVES	243,813
51920	RISK MANAGEMENT	197,120
51930	INSURANCE / ADMINISTRATION OF BENEFITS	261,510

GENERAL ADMINISTRATION **\$10,710,290**

52100	ACCOUNTING AND BUDGETING	904,341
52300	PROPERTY ASSESSOR'S OFFICE	1,526,061
52400	COUNTY TRUSTEE'S OFFICE	545,539
52500	COUNTY CLERK'S OFFICE	941,760

FINANCE **\$3,917,701**

53100	CIRCUIT COURT	1,468,734
53300	GENERAL SESSIONS COURT	732,541
53400	CHANCERY COURT	408,752
53500	JUVENILE COURT	409,587
53900	OTHER ADMINISTRATION OF JUSTICE	170,921

ADMINISTRATION OF JUSTICE **\$3,190,535**

54110	SHERIFF'S DEPARTMENT	6,706,446
54130	TRAFFIC CONTROL	101,766
54210	JAIL	5,036,918
54220	WORKHOUSE	190,632
54240	JUVENILE SERVICES	1,601,630
54310	FIRE PREVENTION AND CONTROL	496,359
54410	CIVIL DEFENSE - 911 COMMUNICATIONS	1,276,075
54490	OTHER EMERGENCY MGT - LEPC	25,000
54610	COUNTY CORONER / MEDICAL EXAMINER	184,130

PUBLIC SAFETY **\$15,618,956**

55100	LOCAL HEALTH CONTRIBUTIONS	3,000
55110	LOCAL HEALTH CENTER	1,374,699
55120	RABIES AND ANIMAL CONTROL	979,999
55130	AMBULANCE SERVICE	1,943,624
55190	OTHER LOCAL HEALTH SERVICES	9,576
55310	REGIONAL MENTAL HEALTH CENTER	21,780
55390	APPROPRIATION TO STATE	103,816
55510	GENERAL WELFARE ASSISTANCE	17,617
55520	AID TO DEPENDENT CHILDREN	11,000
55900	OTHER PUBLIC HEALTH AND WELFARE	66,932

PUBLIC HEALTH & WELFARE **\$4,532,043**

56100	ADULT ACTIVITIES	45,464
56300	SENIOR CITIZENS ASSISTANCE	87,760
56500	LIBRARIES - CONTRIBUTIONS	1,929,027
56700	PARKS AND FAIR BOARDS	9,205,301
56900	OTHER SOCIAL, CULTURAL & RECREATIONAL SERVICES	1,188,902

SOCIAL, CULTURAL & RECREATIONAL SERVICES **\$12,456,454**

57100	AGRICULTURAL EXTENSION SERVICES	350,383
57500	SOIL CONSERVATION	47,313

AGRICULTURAL & NATURAL RESOURCES **\$397,696**

58190	OTHER ECONOMIC AND COMMUNITY DEVELOPMENT	298,311
58210	PUBLIC TRANSPORTATION (TMA)	999,250
58300	VETERANS SERVICES	14,185
58400	OTHER CHARGES	2,693,992
58600	EMPLOYEE BENEFITS	12,508,000
58900	MISCELLANEOUS	769,224

OTHER GENERAL GOVERNMENT **\$17,282,962**

TOTAL GENERAL FUND **\$68,106,637**

SOLID WASTE / SANITATION FUND

55710	SANITATION MANAGEMENT	4,019,458
58400	OTHER CHARGES	400,000
58600	EMPLOYEE BENEFITS	487,880
99100	TRANSFER TO OTHER FUNDS-SOLID WASTE DISPOSAL	

TOTAL SOLID WASTE / SANITATION FUND **\$4,907,338**

SPECIAL DRUG CONTROL FUND

54150	DRUG CONTROL FUND EXPENDITURES	84,000
-------	--------------------------------	--------

TOTAL SPECIAL DRUG CONTROL FUND **\$84,000**

HIGHWAY / PUBLIC WORKS FUND

61000	HIGHWAYS ADMINISTRATION	830,513
62000	HIGHWAY & BRIDGE MAINTENANCE	5,411,526
63100	OPERATION & MAINTENANCE OF EQUIPMENT	1,723,766
63400	QUARRY OPERATIONS	743,842
65000	OTHER CHARGES	755,000

66000	EMPLOYEE BENEFITS	1,303,700
68000	CAPITAL OUTLAY	180,000

TOTAL HIGHWAY / PUBLIC WORKS FUND	\$10,948,347
--	---------------------

GENERAL PURPOSE SCHOOL FUND

71100	REGULAR INSTRUCTION	120,738,717
71150	ALTERNATIVE PROGRAM	455,954
71200	SPECIAL EDUCATION PROGRAM	27,310,790
71300	VOCATIONAL EDUCATION PROGRAM	5,541,073
71400	SITE BASED PROGRAM	1,600,000
71600	ADULT EDUCATION PROGRAM	227,794
72110	ATTENDANCE	134,584
72120	HEALTH SERVICES	2,970,511
72130	OTHER STUDENT SUPPORT	7,115,480
72210	REGULAR INSTRUCTION PROGRAM	7,367,468
72220	SPECIAL EDUCATION PROGRAM	2,480,186
72230	VOCATIONAL EDUCATION PROGRAM	241,098
72260	ADULT EDUCATION PROGRAM	146,627
72310	BOARD OF EDUCATION	4,300,378
72320	OFFICE OF THE SUPERINTENDENT	1,198,523
72410	SCHOOL ADMIN-OFFICE OF PRINCIPAL	15,763,331
72510	FISCAL SERVICES	1,147,263
72520	HUMAN RESOURCES/PERSONNEL	697,558
72610	OPERATION OF PLANT	14,693,002
72620	MAINTENANCE OF PLANT	5,719,375
72710	STUDENT TRANSPORTATION	12,019,026
72810	OTHER SUPPORT SERVICES-CENTRAL & OTHER	3,705,976
73300	COMMUNITY SERVICES	590,527
73400	EARLY CHILDHOOD EDUCATION	812,096

TOTAL GENERAL PURPOSE SCHOOL FUND	\$236,977,304
--	----------------------

CENTRAL CAFETERIA FUND

73100	FOOD SERVICE	9,194,412
-------	--------------	-----------

TOTAL CENTRAL CAFETERIA FUND	\$9,194,412
-------------------------------------	--------------------

EXTENDED SCHOOL PROGRAM FUND

73300	COMMUNITY SERVICES	1,576,481
-------	--------------------	-----------

TOTAL EXTENDED SCHOOL PROGRAM FUND	\$1,576,481
---	--------------------

GENERAL DEBT SERVICE FUND

82110	GENERAL GOVERNMENT - PRINCIPAL	11,755,450
82120	HIGHWAY & STREET - PRINCIPAL	160,200
82130	EDUCATION - PRINCIPAL	8,277,360
82210	GENERAL GOVERNMENT - INTEREST	6,230,000
82220	HIGHWAY & STREET - INTEREST	47,380
82230	EDUCATION - INTEREST	6,606,100
82310	GEERAL GOVERNMENT - OTHER CHARGES	620,000

TOTAL GENERAL DEBT SERVICE FUND	\$33,696,490
--	---------------------

RURAL DEBT SERVICE FUND

82130	EDUCATION - PRINCIPAL	10,685,000
82230	EDUCATION - INTEREST	9,650,000

82330 EDUCATION - OTHER CHARGES 235,000

TOTAL RURAL DEBT SERVICE FUND \$20,570,000

TOTAL COUNTY BUDGET ALL FUNDS \$386,061,009

BE IT FURTHER RESOLVED, that the budget for the School Federal Projects Fund for the Elementary and Secondary Education Act (ESEA) No Child Left Behind Act (NCLB), Individuals with Disabilities Education Act (IDEA & Pre-School), Carl Perkins Vocational, Race to The Top (RTTT), and Education Jobs Program projects shall be the budget approved for the separate projects within the fund by the Williamson County Board of Education.

SECTION 2. BE IT FURTHER RESOLVED, that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the trustee, county clerk, circuit court clerk, juvenile court clerk, clerk and master, Register and the Sheriff and their officially authorized deputies and assistants may severally be entitled to receive under state laws heretofore and hereafter enacted. Expenditures out of commissions, and/or fees collected by the trustee, county clerk, circuit court clerk, juvenile court clerk, clerk and master, register and the sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the Trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED, that, if any fee officials, as enumerated in Section 8-22-101, Tennessee Code Annotated, operate under provisions of Section 8-22-104, Tennessee Code Annotated, provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED, that any amendment to the budget, except for amendments to the budget for funds under the supervision of the director of schools, shall be approved as provided in Section 5-9-407, Tennessee Code Annotated. The director of schools must receive approval of the Board of Education for transfers within each major category of the budget, and approval of both the Board of Education and Board of County Commissioners for transfers between major categories as required by law.

One copy of each amendment shall be filed with the county clerk, one copy with the chairman of the Budget Committee, and one copy with each divisional or departmental head concerned. The reason for each transfer shall be clearly stated; however, this section shall in no case whatsoever be construed as authorizing transfers from one fund to another, but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED, that any appropriation made by this resolution which covers the same purpose for which a specific appropriation is made by statute is made in lieu of but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the County, shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remunerations hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the county in excess of the appropriation made herein for such office, agency, institution, division, or department of the county. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division, or department for the fiscal year ending June 30, 2012. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED, that any resolution which may hereafter be presented to the Board of County Commissioners providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds, actually to be provided during the fiscal year in which the expenditure is to be made, to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the state director of local finance after its adoption as provided by Section 9-21-403, Tennessee Code Annotated.

SECTION 6. BE IT FURTHER RESOLVED, that the county executive and the county clerk are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the director of local finance, to pay the expenses herein authorized until the taxes and other revenue for the fiscal year 2011-12 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each individual fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the authority of the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the county executive and countersigned by the county clerk and shall mature and be paid in full without renewal not later than June 30, 2012.

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the 2010 tax year and prior tax years and the interest and penalty thereon collected during the year ending June 30, 2012, shall be apportioned to the various county funds according to the subdivision of the tax levy for the 2011 tax year. The clerk and master and the trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED, that all unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and be of no further affect at the end of the fiscal year at June 30, 2012.

SECTION 9. BE IT FURTHER RESOLVED, that any resolution or part of a resolution which has heretofore been passed by the Board of County Commissioners which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 10. BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, **2011**. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 11th day of July, **2011**.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For _____ Against _____

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-11-2
 Requested by: Budget Director

**RESOLUTION FIXING THE TAX LEVY
 IN WILLIAMSON COUNTY, TENNESSEE
 FOR THE FISCAL YEAR BEGINNING JULY 1, 2011**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, assembled in regular session on this 11th day of **July, 2011**, that the combined property tax rate for Williamson County, Tennessee, for the fiscal year beginning **July 1, 2011**, shall be **\$2.31** on each \$100 of taxable property, which is to provide revenue for each of the following funds and otherwise conform to the following levies:

FUND	CERTIFIED TAX RATE	RATE
County General	\$.3926	\$.42
Highway/Public Works	.0421	.05
General Purpose Schools	1.1852	1.28
General Debt Service	.2537	.30
Solid Waste/Sanitation	.0604	.06
Rural Debt Service	<u>.1483</u>	<u>.20</u>
Total	\$ 2.0823	\$2.31

SECTION 2. BE IT FURTHER RESOLVED, that there is hereby levied a gross receipts tax as provided by law. The proceeds of the gross receipts tax herein levied shall accrue to the Highway Public Works Fund.

SECTION 3. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Williamson County, Tennessee, which are in conflict with this resolution are hereby repealed.

SECTION 4. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this 11th day of **July, 2011**.



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For ___ Against ___
 _____ For ___ Against ___
 Commission Action Taken: For ___ Against ___ Pass ___ Out ___

 Elaine Anderson, County Clerk

 Jack Walton - Commission Chairman

 Rogers C. Anderson-County Mayor

 Date

RESOLUTION MAKING APPROPRIATIONS TO NON-PROFIT CHARITABLE ORGANIZATIONS OF WILLIAMSON COUNTY, TN FOR THE FISCAL YEAR BEGINNING JULY 1, 2011, AND ENDING JUNE 30, 2012

WHEREAS, Section 5-9-109, Tennessee Code Annotated, authorizes the Williamson County Legislative Body to make appropriations to various non-profit charitable organizations; and,

WHEREAS, the Williamson County Legislative Body recognizes the various non-profit charitable organizations providing services in Williamson County have great need of funds to carry on their non-profit, charitable work;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Williamson County, meeting in regular session on this 11th day of July, 2011,

SECTION 1. That **\$1,464,124** be appropriated to non profit organizations in Williamson County as reflected below:

LINE ITEM	AGENCY	PURPOSE	AMOUNT
101.54310.316.001	Arrington VFD	Emergency Services	\$48,363
101.54310.316.002	College Grove VFD	Emergency Services	33,660
101.54310.316.003	Fairview VFD	Emergency Services	71,921
101.54310.316.004	Flat Creek/Bethesda VFD	Emergency Services	51,019
101.54310.316.005	Nolensville VFD	Emergency Services	67,993
101.54310.316.006	W C Rescue Squad	Emergency Services	184,740
101.54310.316.007	Peytonsville VFD	Emergency Services	36,663
101.55190.316	M/C Community Action Agency	Community Services	9,576
101.55310.316	Regional Mental Health Center	Mental Health Svcs	21,780
101.55390.316	State Rehabilitation Center	Handicapped Svcs	67,816
101.55390.316.001	M/C HRA Homemaker Services	Community Services	36,000
101.55510.316	Graceworks	Community Services	17,617
101.55520.316	Foster Children	Child Care	11,000
101.56100.316	Adult Activities/Waves	Handicapped Svcs	45,464
101.56300.316.001	Franklin Senior Citizens	Senior Citizens Svcs	26,978
101.56300.316.002	Fairview Senior Citizens	Senior Citizens Svcs	6,031
101.56300.316.003	Hillsboro Senior Citizens	Senior Citizens Svcs	4,311
101.56300.316.004	College Grove Senior Citizens	Senior Citizens Svcs	15,975
101.56300.316.005	Bethesda Senior Citizens	Senior Citizens Svcs	12,010
101.56300.316.007	Nolensville Senior Citizens	Senior Citizens Svcs	4,230
101.56300.316.008	Brentwood Senior Citizens	Senior Citizens Svcs	15,975
101.56300.316.009	Spring Hill Senior Citizens	Senior Citizens Svcs	2,250
101.56500.316.001	Library-Brentwood	Operations	71,950
101.56500.316.002	Library-Spring Hill	Operations	26,165
101.58900.316.001	Boys & Girls Club	Community Services	8,960
101.58900.316.003	Community Child Care	Community Services	7,508
101.58900.316.005	My Friends House	Community Services	4,958
101.58900.316.006	CrimeStoppers	Community Services	873
101.58900.316.007	M/C HRA Nutrition Program	Community Services	14,622
101.58900.316.008	M/C HRA Transportation Prog.	Community Services	2,241
101.58900.316.011	Court Appointed Special Advoc.	Community Services	3,292
101.58900.316.015	Community Housing Partnership	Community Services	38,131
101.58900.316.018	Assoc. for Retarded Citizens	Community Services	1,814
101.58900.316.019	Greenbrier Community Center	Community Services	437
101.58900.316.021	SaddleUp!	Handicapped Svcs	3,600
101.58900.316.023	Bridges of W C	Community Services	15,701
101.58900.316.029	Convention & Visitors Bureau	Tourism	472,500
			\$1,464,124

AND BE IT FURTHER RESOLVED, that all appropriations enumerated in Section 1 above are subject to the following conditions:

1. That the non-profit organizations to which funds are appropriated shall file with the county clerk and the disbursing officials a copy of any annual report of its business affairs and transactions and the proposed use of the county's funds in accordance with rules promulgated by the Comptroller of the Treasury, Chapter 0380-2-7. Such annual report shall be prepared and certified by the chief financial officer of such non-profit Organization in accordance with Section 5-9-102(c), Tennessee Code Annotated.
2. That said funds must only be used by the named non-profit charitable organizations in furtherance of their non-Profit charitable purposes benefiting the general welfare of the residents of Williamson County.
3. That it is the expressed interest of the County Commission of Williamson County in providing these funds to the above-named non-profit charitable organizations to be fully in compliance with Chapter 0380-2-7 of the Rules of the Comptroller of the Treasury and Section 5-9-109, Tennessee Code Annotated, and any and all other laws which may apply to County appropriations to non-profit organizations; and so this appropriations is made subject to compliance with any and all of these laws and regulations.

AND BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage; and its provisions shall be in force from and after July 1, 2011. This resolution shall be spread upon the minutes of the Board of County Commissioners this 11th day of July, 2011.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For ____ Against ____
_____ For ____ Against ____

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

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-11-4
Requested by: Budget Director

**RESOLUTION APPROPRIATING \$2,000,000 EDUCATION
PRIVILEGE TAX FUNDS AND APPROVING THE RELATED OPERATING
TRANSFERS FOR 2011-12 RURAL DEBT SERVICE EXPENDITURES**

WHEREAS, the costs of school construction projects in the various school building programs have increased expenditures in the Rural Debt Service Fund; and,

WHEREAS, to generate sufficient revenue within the Rural Debt Service for 2011-12, additional funds will be required;

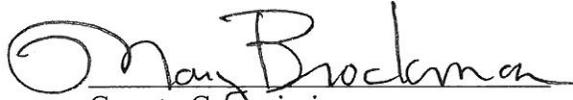
NOW, THEREFORE, BE IT RESOLVED, that \$2,000,000 Education Privilege Tax funds be appropriated, as follows:

EXPENDITURES:

Rural Debt Service - Principal on Bonds (152.82130.601)	\$ 2,000,000
Transfer In (152.49800)	\$ 2,000,000

REVENUES:

Education Privilege Tax Funds (171.35160)	\$ 2,000,000
Transfer Out-Education Privilege Tax (171.91300.590.600)	\$ 2,000,000


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Budget Committee</u>	For ___	Against ___
<u>Education 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

Resolution No. 7-11-5
Requested by: W. C. School Budget Director

**RESOLUTION OF THE GOVERNING BODY OF WILLIAMSON COUNTY,
TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF
INTEREST-BEARING 2011-12 GENERAL PURPOSE SCHOOL FUND
TAX ANTICIPATION NOTES NOT TO EXCEED
FIFTEEN MILLION (\$15,000,000) DOLLARS**

WHEREAS, the Governing Body of Williamson County, Tennessee, (the "Local Government") has determined that it is necessary and desirable to borrow a limited amount of funds to meet appropriations made for the General Purpose School Fund (the "Fund") for the current fiscal year, being July 1, 2011, through June 30, 2012, inclusive, (the "Fiscal Year"), in anticipation of the collection of taxes and revenues for the Fund during the Fiscal Year; and

WHEREAS, under the provisions of Part I, IV, and VIII of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to issue and sell interest-bearing tax anticipation notes in amounts not exceeding sixty percent (60%) of the Fund appropriation for the Fiscal Year upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance and sale of tax anticipation notes;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of Williamson County, Tennessee, as follows:

Section 1. That, for the purpose of providing funds to meet certain appropriations for the Fiscal Year, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue and sell interest-bearing tax anticipation notes in a principal amount not to exceed Fifteen Million Dollars (\$15,000,000) (the "Notes") by interfund loan from the School Debt Service Fund or such other fund designated by the County Mayor of the Local Government, or at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "General Purpose School Fund Tax Anticipation Notes, Series 2011"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than par value and accrued interest; and shall bear interest at a rate or rates not to exceed the legal limit provided by law.

Section 2. That, the sum of the principal amount of the Notes, together with the principal amount or amounts of any prior tax anticipation notes issued during the Fiscal Year, does not exceed sixty percent (60%) of the Fund appropriation for the Fiscal Year.

Section 3. That, the Notes may be renewed from time to time and money may be borrowed from time to time for the payment of any indebtedness evidenced by the Notes; provided, that the Notes and any renewal notes shall mature and be paid in full without renewal on or before the end of the Fiscal Year. If the Local Government overestimates the amount of taxes and revenue collected for the Fiscal Year and it becomes impossible to retire the Notes and all renewal notes prior to the close of the Fiscal Year, then the Local Government shall apply to the State Director of Local Finance within ten (10) days prior to the close of the Fiscal year for permission to issue funding bonds to cover the unpaid Notes in the manner provided by Title 9, Chapter 11 of Tennessee Code Annotated or as otherwise provided for in a manner approved by the State Director of Local Finance.

Section 4. That, the Notes shall be secured solely by the receipt of taxes and revenues by the Fund during the Fiscal Year.

Resolution No. _____ Continued

Section 5. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption without a premium.

Section 6. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the County Mayor of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of meeting Fund appropriations made for the Fiscal Year in anticipation of the collection of revenues and taxes pursuant to this Resolution and as required by law.

Section 7. That, the Notes shall be in substantially the form attached hereto and shall recite that that notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. That the Notes shall be sold only after the receipt of the approval of the State Director of Local Finance for the sale of the Notes.

Section 9. That the County Mayor and the County Clerk, and all other officers of the County are hereby authorized and directed to take such actions and execute such documents as may be necessary or advisable in order to carry out the purposes of this Resolution.

Section 10. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 11th day of July, 2011.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For ____ Against ____

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

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-11-6
Requested by: Register of Deeds

FILED 6/27/11
ENTERED 11:30 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

**RESOLUTION APPROPRIATING AND AMENDING THE 2011-12
REGISTER OF DEEDS' BUDGET BY \$100,800 - REVENUES TO COME
FROM DOCUMENT RECORDING FEES**

WHEREAS, Public Chapter 870 of the 1998 General Assembly established an additional recording fee of \$2 per legal document recorded in the Register's Office; and,

WHEREAS, this additional recording fee is receipted and earmarked for the specific purpose of purchasing equipment, upgrading existing equipment, related maintenance and operating costs associated with the Register of Deeds' Office; and,

WHEREAS, there is a need to provide funding for certain office equipment and related maintenance and part-time operating costs for the Register of Deeds' Office to be able to process the increased volume of documents being recorded each day;

NOW, THEREFORE, BE IT RESOLVED, that the 2011-12 Register of Deeds Budget be amended as follows:

EXPENDITURES:

Part-time Pay (101.51600.169)	6,000
Lease Payments (101.51600.330)	12,000
Maintenance & Repairs-Ofc. Equipment (101.51600.337)	42,800
Capital Outlay-Data Processing Equipment (101.51600.709)	<u>40,000</u>
	\$100,800

REVENUES:

Register of Deeds Document Recording Fees	\$100,800
Reserve Account (101.34161)	



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For ____ Against ____
_____ For ____ Against ____

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

FILED 6/27/11
ENTERED 11:30 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

RESOLUTION NO. 7-11-7
Requested by: Board of Education

RESOLUTION REQUESTING APPROVAL OF \$3,062,855 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2011-12 CAPITAL NEEDS

WHEREAS, there is a need for capital expenditures within the maintenance and technology departments of the Board of Education before the beginning of the next school year; and

WHEREAS, there are sufficient funds within the General Purpose School Fund Balance and contingency accounts of prior year capital requests for technology and maintenance to fund this request;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on July 11, 2011 approve \$3,062,855 for the above noted capital outlay requests and amend the General Purpose School Fund and Education Capital Projects Fund as follows:

Revenue			
141.39000	Unappropriated Fund Balance	\$2,005,929	
177.91300.579900 :C2010:C2011:C2080:C2090 C4920	Contingency accounts	\$1,056,926	
177.91300.570700.620.C2012	Maintenance		\$1,070,100
177.91300.570700.129.C2012	Technology		1,992,755
	Total	\$3,062,855	\$3,062,855


Commissioner Mary Brockman

Committees Referred to & Action Taken

- | | |
|--------------------------|--------------------------------|
| 1. School Board | Yes <u>10</u> No <u> </u> |
| 2. Education | Yes <u>5</u> No <u>0</u> |
| 3. Budget | Yes <u> </u> No <u> </u> |
| COMMISSION ACTION TAKEN: | Yes <u> </u> No <u> </u> |

Elaine Anderson-County Clerk

Jack Walton-Commission Chairman

Rogers Anderson-County Mayor

Date

Resolution No. 7-11-8
Requested by: Budget Director

FILED 6/27/11
ENTERED 11:30 a.m.
WILLIAMSON COUNTY CLERK JW

**RESOLUTION APPROPRIATING AND AMENDING THE 2011-12
HIGHWAY DEPARTMENT BUDGET BY \$100,000 AND RELATED
OPERATING TRANSFERS FOR PAVING EXPENSES - REVENUES
TO COME FROM HIGHWAY PRIVILEGE TAX FUNDS**

WHEREAS, the Williamson County Highway Commission annually submits a list of projects within their respective districts to be earmarked for paving projects throughout the upcoming fiscal year; and,

WHEREAS, these lists have been submitted and sufficient funds are available within the Highway Privilege Tax account to be utilized to offset the costs of these paving expenses;

NOW, THEREFORE, BE IT RESOLVED, that 2011-12 Highway budget be amended, as follows:

EXPENDITURES:

Asphalt-Hot Mix (131.62000.404)	\$ 100,000
Transfer In (131.49800)	\$ 100,000

REVENUES:

Highway Privilege Taxes (171.35150)	\$ 100,000
Transfer Out (171.91200.590.500)	\$ 100,000



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For _____ Against _____
Budget Committee For _____ Against _____

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

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-11-9
Requested by: Parks & Recreation Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2011-12
PARKS & RECREATION BUDGET BY \$3,200 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Hillsboro/Leiper's Fork Recreation Association is a Williamson County association that utilizes facilities of the Parks and Recreation Department, and;

WHEREAS, this organization would like to provide funding for the purchase and installation of batting cages for the Hillsboro/Leiper's Fork facilities with a donation of \$3,200, and;

WHEREAS, these funds were not anticipated during the 2011-12 budget preparation process;

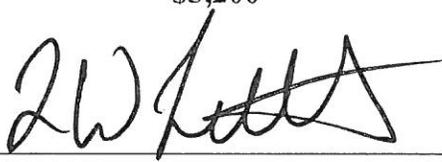
NOW, THEREFORE, BE IT RESOLVED, that the 2011-12 Parks & Recreation budget be amended, as follows:

EXPENDITURES:

Maintenance & Repair Services/Hillsboro **\$3,200**
(101.56700.335.001)

REVENUES:

Donations **\$3,200**
(101.48610)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee _____ For ____ Against ____
Budget Committee _____ For ____ Against ____

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

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-11-10
Requested by: Parks & Recreation Director

FILED 6/27/11
ENTERED 11:30 a.m.
ELaine A. Anderson, County Clerk JW

**RESOLUTION APPROPRIATING AND AMENDING THE 2011-12
PARKS & RECREATION BUDGET BY \$5,000 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Tennessee Futbol Club is a Williamson County association that utilizes the soccer fields of the Parks and Recreation Department, and;

WHEREAS, this organization would like to contribute to the maintenance of those soccer fields with a donation of \$5,000, and;

WHEREAS, these funds were not anticipated during the 2011-12 budget preparation process;

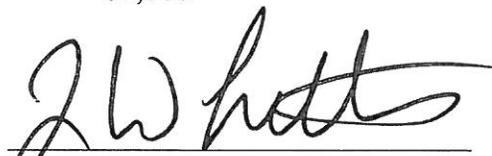
NOW, THEREFORE, BE IT RESOLVED, that the 2011-12 Parks & Recreation budget be amended, as follows:

EXPENDITURES:

Lawn Products **\$5,000**
(101.56700.420)

REVENUES:

Donations **\$5,000**
(101.48610)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee For ___ Against ___
Budget Committee For ___ Against ___

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

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

FILED 6/27/11
ENTERED 11:30 a.m.
JW

Resolution No. 7-11-12
Requested by: County Health Director

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO
ENTER INTO A 2011-12 CONTRACTUAL AGREEMENT
WITH THE STATE OF TENNESSEE FOR \$1,005,900 FOR
LOCAL HEALTH SERVICES**

WHEREAS, grant funds are available for the local health department through the State of Tennessee which can be utilized for operational costs for rural health services; and

WHEREAS, the proposed grant for 2011-12 is for a sum of \$1,005,900 from the State of Tennessee; and

WHEREAS, pursuant to the grant, Williamson County is not required to contribute any funds;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, meeting in regular session this 11th day of July, 2011, that the funds of \$1,005,900 be accepted by Williamson County and that the County Mayor is hereby authorized to execute the documents necessary to complete this grant contract and any amendments thereto; and,

BE IT FURTHER RESOLVED, that the grant funding will be incorporated into the 2011-12 Health Department budget.

Cheryl Wilson
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

_____	_____	For ____	Against ____
Budget Committee	_____	For ____	Against ____
Commission Action Taken:		For ____	Against ____ Pass ____ Out ____

Elaine Anderson, County Clerk

Jack Walton, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-11-14
Requested by: County Mayor

FILED 6/27/11
ENTERED 11:30 a.m.
ELAINE ANDERSON COUNTY CLERK JW

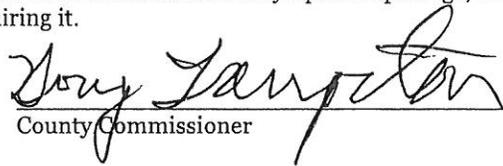
A RESOLUTION CREATING AN OFFICE OF PUBLIC SAFETY AND CONFIRMATION OF THE APPOINTMENT OF THE OFFICE OF PUBLIC SAFETY DIRECTOR BY THE COUNTY MAYOR

- WHEREAS,** Williamson County currently has an Emergency Management Agency and an Emergency Communication District which were created pursuant to Tennessee law; and
- WHEREAS,** both departments provide essential emergency response and other emergency services; and
- WHEREAS,** combining the two departments under a single director would enable the County to coordinate efforts in the provision of emergency response services and would minimize any duplication of efforts; and
- WHEREAS,** the County Mayor has appointed Bill Jorgensen as the Director of the Office of Public Safety; and
- WHEREAS,** the Williamson County Board of Commissioners finds it is in the best interest of the citizens to create the Office of Public Safety to oversee and coordinate efforts and to confirm the Mayor's appointment of Bill Jorgensen as the Director.

NOW, THEREFORE, BE IT RESOLVED by a majority vote, the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of July, 2011, hereby creates an Office of Public Safety to oversee both the Emergency Management Agency and the Emergency Communication District to coordinate efforts and streamline costs;

BE IT FURTHER RESOLVED that the Williamson County Board of Commissioners hereby confirms the Mayor's appointment of Bill Jorgensen as Director of the Office of Public Safety;

AND BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage, the health, welfare, and safety of the residents of Williamson County requiring it.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee For _____ Against _____

Budget Committee For _____ Against _____

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

Elaine Anderson, County Clerk

Jack Walton – Commission Chairman

Rogers C. Anderson – County Mayor

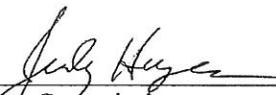
Date: _____

Resolution No. 7-11-15
Requested by County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF TENNESSEE, THE DEPARTMENT OF MILITARY, AND THE TENNESSEE EMERGENCY MANAGEMENT AGENCY

- WHEREAS,** in May of 2010, Williamson County citizens suffered damage to their property as a result of a historic flood; and
- WHEREAS,** as a result of the flooding, Williamson County was included in the Federal disaster declaration; and
- WHEREAS,** in accordance with the Hazard Mitigation Grant Program administered by FEMA/TEMA, it was determined that Williamson County was eligible for participation in the Voluntary Flood Buyout Program conditioned on the County funding 12.5% of the program cost; and
- WHEREAS,** the Williamson County Board of Commissioners adopted Resolution No. 1-11-14 amending the capital projects to participate in the program and authorizing the funding; and
- WHEREAS,** the grant agreement concerns the funding aspect of the project for which Williamson County will receive up to \$632,008.00; and
- WHEREAS,** the County has completed the application procedure and intends to close on the properties that it has determined qualify for the program; and
- WHEREAS,** based on appraisals, the County and the property owners have reached an agreement on the sales price; and
- WHEREAS,** the Board of Commissioners find that it is in the best interest of the participating property owners and the citizens of Williamson County to purchase the properties and to remove the residential structures to maintain and use the properties as open space:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of July, 2011, hereby authorizes the Williamson County Mayor to enter into the grant agreement with the State of Tennessee, the Department of Military, and the Tennessee Emergency Management Agency as well as all other related documents necessary to receive the grant funds for the purchase of properties under the Voluntary Flood Buyout Program.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-11-17
Requested by County Mayor's Office

RESOLUTION APPROVING THE TERMS OF THE SALE OF REAL PROPERTY OWNED BY WILLIAMSON COUNTY TO THE CITY OF FRANKLIN AND AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE ALL DOCUMENTS TO COMPLETE THE TRANSACTION

- WHEREAS,** Williamson County, ("County"), is a governmental entity that owns real property located at 106 Claude Yates Dr. which is more particularly described as Deed Book 1060, Page 858, and as Map 63, Parcel 20.05; and
- WHEREAS,** both Williamson County, ("County"), and the City of Franklin, ("City"), are governmental entities of the State of Tennessee and, as such, are authorized to enter into grant agreements with each other; and
- WHEREAS,** the City is currently seeking to obtain property interest to assist the State of Tennessee in its construction of Mack Hatcher Parkway; and
- WHEREAS,** *Tennessee Code Annotated, Section 12-9-110*, ("Act"), authorizes a county government to transfer real or personal property to another public agency if the governing bodies of both entities approve the conveyance and determine that the terms and conditions set forth in the transferring documents are appropriate; and
- WHEREAS,** property transferred under the Act does not have to be first declared surplus and put up for bids; and
- WHEREAS,** the City has agreed to pay \$43,800.00 for the purchase of 3,019 square feet and rights to temporary use of slope and construction easements as more particularly described in the attached documentation; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County that the terms and conditions of the transferring documents are appropriate and authorizes the County Mayor to execute all documents to complete the transaction:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 11th day of July, 2011, approves the sale of property as described in the attached document, finds that the terms and conditions of the transferring documents are appropriate and authorizes the County Mayor to execute all documents to complete the transfer of the property interest to the City of Franklin for a payment of \$43,800.00.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

**CITY OF FRANKLIN
STATE OF TENNESSEE
AGREEMENT OF SALE**

FEDERAL PROJECT NO. STP/HPP-397(10)

COUNTY: Williamson

PROJECT: MACK HATCHER EXTENSION, NW QUAD

TRACT 44

This Agreement entered into on this the _____ day of _____, 2011
Between WILLIAMSON COUNTY, TENNESSEE (ROGERS ANDERSON, MAYOR), hereinafter called
Seller, and the City of Franklin, hereinafter called City, shall continue for a period of 90 days under the
terms and conditions listed below. This Agreement embodies all consideration agreed to between the
Seller and the City.

A. The Seller hereby offers and agrees to convey to the City the interest in the lands identified as Tract
44 on the right-of-way plan as described in the attached Quitclaim Deed for the above referenced
project upon the City rendering the purchase price of FORTY-THREE THOUSAND EIGHT
HUNDRED DOLLARS AND NO CENTS (\$43,800.00), said tract being further described as
follows:

Tract 44 Right-of-Way and Easements as more specifically defined in the Quitclaim Deed.

B. The City agrees to pay for the expenses of title examination, preparation of instrument of
conveyance and recording of deed.

The following terms and conditions will also apply unless otherwise indicated:

C. Retention of Improvements [x] Not Applicable
Seller agrees to retain improvements under the terms and conditions stated in ROW Form-32A
attached to this document and made a part of this Agreement of Sale.

D. Utility Adjustment [x] Not Applicable
The Seller agrees to make at his expense the below listed repair, relocation or adjustment of
utilities owned by him.

E. Other

F. The Seller states in the following space the name of any Lessee of any part of the property to be
conveyed and the name of any other parties having any interest of any kind in said property:

Not Applicable

ROGERS ANDERSON,
WILLIAMSON COUNTY MAYOR

This Instrument Prepared By:

BUERGER, MOSELEY & CARSON, PLC
306 Public Square
Franklin, TN 37064
615-794-8850
(RRC)

Project: MACK HATCHER EXTENSION, NW QUAD Tract: 44
94092-2226-14

Name and Address of New Owner:	Name and Address of Entity Responsible for Payment of Real Property Taxes	Part of Tax Map Parcel No.
		Map: 63
City of Franklin	SAME	Group:
P.O. Box 305		Part of Parcel: 20.05
Franklin, TN 37065		

QUITCLAIM DEED

THIS INSTRUMENT is made under the authority of *Tennessee Code Annotated, Section 12-9-110* and by approval of the Williamson County Board of Commissioners entered into this ___ day of _____, 2011 by and between WILLIAMSON COUNTY GOVERNMENT, ("Grantor"), and the City of Franklin, ("Grantee");

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does hereby convey, transfer, remise, release, relinquish and quitclaim unto Grantee, Grantee's heirs and assigns, all of Grantor's right, title and interest in and to the following described real estate:

SEE ATTACHMENT "A"

The conveyance is made in consideration of \$43,800.00 for the payment for the property taking in fee simple, and all other easements, whether permanent or temporary, any slopes and any other additions/features specifically noted herein or appearing in the Department of Transportation's plans of the captioned project/tract.

The Grantor covenants with the Grantee that it is lawfully seized and possessed of said land in fee simple, has a right to convey it, and the same is unencumbered.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date first above written.

GRANTOR:

Rogers Anderson
Williamson County Mayor

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, _____, of the State and County aforesaid, personally appeared ROGERS ANDERSON, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Mayor of Williamson County and that he as such office holder, executed the foregoing instrument for the purpose therein contained, by signing his name on behalf of Williamson County.

WITNESS my hand and seal, this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

I hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration for the transfer is \$43,800.00.

Affiant/Grantee
City of Franklin

Dr. _____
City of Franklin Mayor

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

ATTACHMENT A

Being a tract of land situated in the Ninth Civil District of Williamson County, Tennessee, being a portion of CLT Map 63, Parcel 20.05 and a portion of Deed Book 1060, Page 858 which is of record in the Register's Office of Williamson County, Tennessee, designated as Tract 44 as shown on the 2009 Right-of-Way plans of S.R. 397, (Mack Hatcher Parkway), from 4743' ± South of S.R. 96 to 2614' ± East of S.R. 106, (Hillsboro Road), prepared by Wilbur Smith Associates, 6640 Carothers Parkway, Suite 160, Franklin, Tennessee, 37067, which is of record in the City of Franklin's Engineering Department and being more particularly described as follows:

Beginning at an existing iron pin in the east existing right-of-way of S.R. 106, (Hillsboro Road), and being a common corner between Hahn, (Deed Book 595, Page, 470), and the grantors herein, said point located 47.73 feet right of centerline station 75+42, 41; thence with the existing right-of-way line the following two calls; North 09 deg. 40 min. 00 sec. west for a distance of 168.31 feet to a point; thence North 10 deg. 56 min. 26 sec. west for a distance of 100.15 feet to a point at the existing right-of-way intersection of S.R. 106 and Mack Hatcher Parkway; thence with the existing right-of-way of Mack Hatcher Parkway North 49 deg. 09 min. 02 sec. east for a distance of 9.72 feet to a proposed right-of-way monument at the intersection of the east proposed right-of-way line of S.R. 106; thence with said proposed right-of-way line South 11 deg. 35 min. 30 sec. east for a distance of 273.08 feet to a point of intersection with the common property line of Hahn; thence with the common property line of Hahn south 78 deg. 17 min. 20 sec. west for a distance of 15.27 feet to the point of beginning.

The above described property is hereby conveyed in fee simple and all rights of ingress and egress to, from and across the same and to and from abutting lands is hereby conveyed.

Slope Easement

By this instrument the Grantor hereby conveys an easement for construction of slopes outside the proposed right-of-way line. The land on which the slopes are to be constructed remains the property of the Grantor. This easement shall terminate upon completion of construction of the project.

Easement 1.

Being an easement lying outside and adjacent to the east proposed right-of-way line of S.R. 106 and extending from 63 feet right of centerline station 76+00 to 65 feet right of centerline station 77+81 and varying in width from 0 feet, more or less, to 4 feet, more or less.

Easement 2.

Being an easement lying outside and adjacent to the south existing right-of-way line of Mack Hatcher Parkway and extending from 126 feet right of centerline station 978+61 to 136 feet right of centerline station 978+97 and varying in width from 10 feet, more or less, to 37 feet, more or less.

Containing 1,195 square feet, more or less, in the two above described slope easements.

Construction Easement

By this instrument the Grantor hereby conveys an easement for working area and erosion control outside of the proposed right-of-way line. The title to the below described land remains vested in the Grantor, and is to be used by the State of Tennessee, its contractors or assigns, until the completion of the project. This easement shall terminate upon completion of construction of the project.

Easement 1.

Being an easement lying outside and adjacent to the east proposed right-of-way line of S.R. 106 and the

proposed slope easement line and extending from station 75+56 to station 77+81 and being 10 feet in width, more or less, excluding public utility, drainage, landscape and hardscape easement.

Easement 2.

Being an easement lying outside and adjacent to the south existing right-of-way line of Mack Hatcher Parkway and the proposed slope easement line and extending from station 978+51 to station 978+70 and being 10 feet in width, more less.

Containing 2,626 square feet, more or less.

Resolution No. 7-11-18
Requested by: Property Manager

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH AT&T FOR SPACE ON A NEW LIGHT POLE AND ON REAL PROPERTY TO INSTALL AND STORE TELECOMMUNICATION EQUIPMENT

WHEREAS, Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for real property pursuant to *Tennessee Code Annotated, Section 7-51-901 et. seq.*; and

WHEREAS, Williamson County recently received a request from AT&T expressing interest in increasing the height of a light pole located on property the County owns on Manley Lane and uses as a ball field for recreational purposes; and

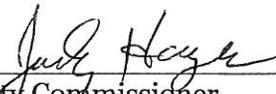
WHEREAS, AT&T has agreed to install a new 80 foot steel light pole to house the lights for night games at the ball field, to reinstall all lights in the current location and height, and once the pole is installed to turn ownership of the light pole over to Williamson County; and

WHEREAS, conditioned on all ownership interest of the light pole being transferred to Williamson County and AT&T reinstalling all ball field lights to the specifications provided by the Parks and Recreation Department, Williamson County has agreed to lease space to store equipment and to install telecommunication equipment on the County owned pole, which is more detailed in the attached plan, for a monthly fee; and

WHEREAS, AT&T understands and agrees that it shall not use the property in any manner that disrupts or disturbs the County's or public's use of the ball field; and

WHEREAS, the Williamson County Board of Commissioners have determined that it is in the interest of the citizens of Williamson County to authorize the County Mayor to execute a lease agreement with AT&T for construction of storage facilities and installation of telecommunication equipment on the pole:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of July, 2011, hereby authorizes the Williamson County Mayor to execute the lease agreement and all other documentation to complete the transaction with AT&T to provide a portion of property and site location on a light pole for the installation of a equipment shed and telecommunication equipment conditioned on AT&T fulfilling its obligations and agreeing that its use shall not in any manner conflict with the County's or Public's use of the ball field or surrounding recreational area.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Jack Walton, Jr., Chairman

Rogers C. Anderson - County Mayor

Date

RESOLUTION NO. 7-11-20
Requested by the County Mayor's Office

RESOLUTION TO EXPRESS THE INTENT OF THE WILLIAMSON COUNTY COMMISSION TO WORK WITH THE COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY FOR PARTICIPATION IN THE ONE DOLLAR HOMES FOR LOCAL GOVERNMENTS PROGRAM AND TO AUTHORIZE THE EXECUTION OF THE REQUIRED DOCUMENTS TO PARTICIPATE IN THE PROGRAM

WHEREAS, the United States Department of Housing and Urban Development offer a program to political jurisdictions to acquire HUD foreclosed homes for \$1.00; and

WHEREAS, the Community Housing Partnership of Williamson County has expressed interest in working with Williamson County to participate in the HUD foreclosed homes for \$1.00 program; and

WHEREAS, the County may participate in the program by purchasing the foreclosed HUD homes for a \$1.00 and selling them to Community Housing Partnership or acting as a pass through entity in which the Partnership would purchase the homes; and

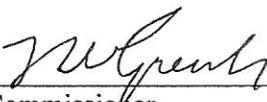
WHEREAS, homes purchased through this program can then be fixed up and then sold to low and moderate income residents; and

WHEREAS, once a foreclosed residential structure is made available to the political jurisdiction, the jurisdiction has 10 days to purchase the residence; and

WHEREAS, because of the short period the County will have to purchase the residential structure, the Board of Commissioners authorizes the County Mayor to execute all documentation to participate in the HUD homes for a \$1.00 program:

NOW, THEREFORE, BE IT RESOLVED, the Williamson County Board of Commissioners, meeting this the 11th day of July, 2011, hereby expresses its intent to participate in the One Dollar Homes for Local Governments Program with Community Housing Partnership of Williamson County;

BE IT FURTHER RESOLVED THAT the Williamson County Board of Commissioners authorizes the County Mayor to execute documents to participate in the HUD foreclosed homes for a \$1.00 program and to cooperate with Community Housing Partnership of Williamson County.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For _____ Against _____

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

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date