

Resolution No. 7-12-1
 Requested by: Budget Director

**A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS,
 DEPARTMENTS, INSTITUTIONS, OFFICES, AND AGENCIES OF
 WILLIAMSON COUNTY, TENNESSEE, FOR THE FISCAL YEAR BEGINNING
JULY 1, 2012, AND ENDING JUNE 30, 2013**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, assembled in regular session on the 9th day of July, 2012, 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, 2012, and ending June 30, 2013, according to the following schedule:

GENERAL FUND

51100	COUNTY COMMISSION	700,635
51210	BOARD OF EQUALIZATION	7,700
51220	BEER BOARD	2,700
51240	OTHER BOARDS AND COMMITTEES / SOLID WASTE	3,300
51300	COUNTY MAYOR	692,964
51310	PERSONNEL / HUMAN RESOURCES OFFICE	256,598
51400	COUNTY ATTORNEY	665,000
51500	ELECTION COMMISSION	899,696
51600	REGISTER OF DEEDS	591,017
51710	COMMUNITY DEVELOPMENT	2,280,966
51720	PLANNING	23,855
51730	BUILDING CODES	36,125
51740	ENGINEERING	47,997
51750	CODES COMPLIANCE	50,381
51760	INFORMATION SYSTEMS	1,204,296
51800	COUNTY BUILDINGS	3,153,050
	OTHER FACILITIES - WMSON CTY	
51810	CABLE T V	104,264
51910	COUNTY ARCHIVES	216,857
51920	RISK MANAGEMENT	198,536
51930	INSURANCE / ADMINISTRATION OF BENEFITS	278,576

GENERAL ADMINISTRATION \$11,414,513

52100	ACCOUNTING AND BUDGETING	944,928
52300	PROPERTY ASSESSOR'S OFFICE	1,532,140
52400	COUNTY TRUSTEE'S OFFICE	574,997
52500	COUNTY CLERK'S OFFICE	946,591

FINANCE \$3,998,656

53100	CIRCUIT COURT	1,477,740
53300	GENERAL SESSIONS COURT	973,750
53400	CHANCERY COURT	416,611
53500	JUVENILE COURT	412,298
53900	OTHER ADMINISTRATION OF JUSTICE	178,386

ADMINISTRATION OF JUSTICE \$3,458,785

54110	SHERIFF'S DEPARTMENT	7,148,182
54130	TRAFFIC CONTROL	102,432
54210	JAIL	5,316,395
54220	WORKHOUSE	199,309
54240	JUVENILE SERVICES	1,377,540
54310	FIRE PREVENTION AND CONTROL	496,359
54490	OTHER EMERGENCY MGT - LEPC	25,000
54610	COUNTY CORONER / MEDICAL EXAMINER	188,520
54900	OFFICE OF PUBLIC SAFETY	1,494,859

PUBLIC SAFETY \$16,348,596

55100	LOCAL HEALTH CONTRIBUTIONS	3,000
55110	LOCAL HEALTH CENTER	1,497,064

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 and Race to The Top (RTTT) 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, 2013. 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 2012-13 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, 2013.

SECTION 7. BE IT FURTHER RESOLVED, that the delinquent county property taxes for the 2011 tax year and prior tax years and the interest and penalty thereon collected during the year ending June 30, 2013, shall be apportioned to the various county funds according to the subdivision of the tax levy for the 2012 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, 2013.

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.

55120	RABIES AND ANIMAL CONTROL	987,127
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 \$4,661,536

56100	ADULT ACTIVITIES	45,464
56300	SENIOR CITIZENS ASSISTANCE	87,760
56500	LIBRARIES - CONTRIBUTIONS	1,973,318
56700	PARKS AND FAIR BOARDS	9,230,308
56900	OTHER SOCIAL, CULTURAL & RECREATIONAL SERVICES	1,198,078

SOCIAL, CULTURAL & RECREATIONAL SERVICES \$12,534,928

57100	AGRICULTURAL EXTENSION SERVICES	353,261
57500	SOIL CONSERVATION	47,643

AGRICULTURAL & NATURAL RESOURCES \$400,904

58190	OTHER ECONOMIC AND COMMUNITY DEVELOPMENT	299,434
58210	PUBLIC TRANSPORTATION (TMA)	1,525,356
58300	VETERANS SERVICES	14,513
58400	OTHER CHARGES	2,700,288
58600	EMPLOYEE BENEFITS	12,848,000
58900	MISCELLANEOUS	898,959

OTHER GENERAL GOVERNMENT \$18,286,550

TOTAL GENERAL FUND \$71,104,468

SOLID WASTE / SANITATION FUND

55710	SANITATION MANAGEMENT	4,029,853
58400	OTHER CHARGES	400,000
58600	EMPLOYEE BENEFITS	491,350

TOTAL SOLID WASTE / SANITATION FUND \$4,921,203

SPECIAL DRUG CONTROL FUND

54150	DRUG CONTROL FUND EXPENDITURES	71,000
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TOTAL SPECIAL DRUG CONTROL FUND \$71,000

HIGHWAY / PUBLIC WORKS FUND

61000	HIGHWAYS ADMINISTRATION	835,557
62000	HIGHWAY & BRIDGE MAINTENANCE	5,419,386
63100	OPERATION & MAINTENANCE OF EQUIPMENT	1,725,380
63400	QUARRY OPERATIONS	745,817
65000	OTHER CHARGES	755,000
66000	EMPLOYEE BENEFITS	1,335,200
68000	CAPITAL OUTLAY	180,000

TOTAL HIGHWAY / PUBLIC WORKS FUND \$10,996,340

GENERAL PURPOSE SCHOOL FUND

71100	REGULAR INSTRUCTION	125,086,735
71150	ALTERNATIVE PROGRAM	476,151
71200	SPECIAL EDUCATION PROGRAM	28,723,704
71300	VOCATIONAL EDUCATION PROGRAM	5,688,478
71400	SITE BASED PROGRAM	1,600,000
71600	ADULT EDUCATION PROGRAM	224,866
72110	ATTENDANCE	135,549
72120	HEALTH SERVICES	3,105,660
72130	OTHER STUDENT SUPPORT	7,220,192
72210	REGULAR INSTRUCTION PROGRAM	7,799,217
72220	SPECIAL EDUCATION PROGRAM	2,686,495
72230	VOCATIONAL EDUCATION PROGRAM	236,609
72260	ADULT EDUCATION PROGRAM	147,552
72310	BOARD OF EDUCATION	4,359,124
72320	OFFICE OF THE SUPERINTENDENT	1,424,471
72410	SCHOOL ADMIN-OFFICE OF PRINCIPAL	16,163,721
72510	FISCAL SERVICES	1,456,090
72520	HUMAN RESOURCES/PERSONNEL	754,728
72610	OPERATION OF PLANT	14,610,067
72620	MAINTENANCE OF PLANT	6,080,067
72710	STUDENT TRANSPORTATION	12,782,664
72810	OTHER SUPPORT SERVICES-CENTRAL & OTHER	3,816,558
73300	COMMUNITY SERVICES	585,450
73400	EARLY CHILDHOOD EDUCATION	814,117

TOTAL GENERAL PURPOSE SCHOOL FUND \$245,978,265

CENTRAL CAFETERIA FUND

73100	FOOD SERVICE	10,096,797
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TOTAL CENTRAL CAFETERIA FUND \$10,096,797

EXTENDED SCHOOL PROGRAM FUND

73300	COMMUNITY SERVICES	1,648,474
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TOTAL EXTENDED SCHOOL PROGRAM FUND \$1,648,474

GENERAL DEBT SERVICE FUND

82110	GENERAL GOVERNMENT - PRINCIPAL	10,176,802
82120	HIGHWAY & STREET - PRINCIPAL	165,600
82130	EDUCATION - PRINCIPAL	9,136,598
82210	GENERAL GOVERNMENT - INTEREST	5,555,000
82220	HIGHWAY & STREET - INTEREST	42,200
82230	EDUCATION - INTEREST	6,360,000
82310	GENERAL GOVERNMENT - OTHER CHARGES	620,000

TOTAL GENERAL DEBT SERVICE FUND \$32,056,200

RURAL DEBT SERVICE FUND

82130	EDUCATION - PRINCIPAL	11,535,000
82230	EDUCATION - INTEREST	9,315,000
82330	EDUCATION - OTHER CHARGES	260,000

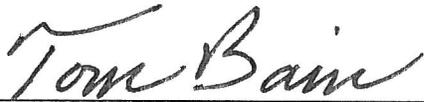
TOTAL RURAL DEBT SERVICE FUND \$21,110,000

TOTAL COUNTY BUDGET ALL FUNDS \$397,982,747

Resolution No. 7-12-1 (continued)

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, **2012**. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this **9th** day of **July, 2012**.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For 3* Against 0 *As amended

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

*As amended - See attached

**PROPOSED MAJOR CATEGORY TRANSFER AMENDMENT
TO RESOLUTION NO. 7-12-1:**

Upon approval of the 2012-13 Election Commission budget, please amend the appropriation resolution (No. 7-12-1) to transfer \$46,136 from Postage in the Election Commission budget (101.51500.348) to the County Mayor-Consultant budget (101.51300.399).

These funds are currently budgeted in the 2012-13 Election Commission budget for use in mailing out 115,887 new voter registration cards, due to the 2011 redistricting process; however, due to the need to get this mailing done at an earlier date, funds were utilized from within the W. C. Mayor's budget.

Resolution No. 7-12-2
Requested by: Budget Director

FILED 6/25/12
ENTERED 11:45 a.m.
ELAINE ANDERSON, COUNTY CLERK *ea*

**RESOLUTION FIXING THE TAX LEVY
IN WILLIAMSON COUNTY, TENNESSEE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2012**

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, assembled in regular session on this 9th day of **July, 2012**, that the combined property tax rate for Williamson County, Tennessee, for the fiscal year beginning **July 1, 2012**, 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:

<u>FUND</u>	<u>RATE</u>
County General	\$.42
Highway/Public Works	.05
General Purpose Schools	1.28
General Debt Service	.30
Solid Waste/Sanitation	.06
Rural Debt Service	<u>.20</u>
Total	\$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 9th day of **July, 2012**.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 3 Against 0
_____ 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. 7-12-3
 Requested by: Budget Director

FILED 6/25/12
 ENTERED 11:45 a.m.
 ELAINE ANDERSON, COUNTY CLERK *ea*

**RESOLUTION MAKING APPROPRIATIONS TO NON-PROFIT CHARITABLE
 ORGANIZATIONS OF WILLIAMSON COUNTY, TN
 FOR THE FISCAL YEAR BEGINNING JULY 1, 2012, AND ENDING JUNE 30, 2013**

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 9th day of July, 2012,

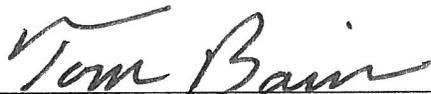
SECTION 1. That \$1,616,601 be appropriated to non profit organizations in Williamson County as reflected below:

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	Community Services	624,977
			\$1,616,601

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, 2012. This resolution shall be spread upon the minutes of the Board of County Commissioners this 9th day of July, 2012.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 3* Against 0 *As amended
_____ For _____ Against _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

*As amended - Reduce funding for Fairview Volunteer Fire Department to \$40,000 and increase funding for Williamson County Rescue Squad to \$216,661

Proposed Amendment to Resolution No. 7-12-3:

Reduce amount of funding for Fairview Volunteer Fire Department by \$31,921, making new total \$40,000; and add \$31,921 to Williamson County Rescue Squad, for a new total of \$216,661.

Resolution No. 7-12-4
Requested by: Budget Director

FILED 6/25/12
ENTERED 11:45 a.m.
ELAINE ANDERSON, COUNTY CLERK *La*

RESOLUTION APPROPRIATING \$5,000,000 EDUCATION PRIVILEGE TAX FUNDS AND APPROVING THE RELATED OPERATING TRANSFERS FOR 2012-13 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 2012-13, additional funds will be required;

NOW, THEREFORE, BE IT RESOLVED, that \$5,000,000 Education Privilege Tax funds be appropriated, as follows:

EXPENDITURES:

Rural Debt Service - Principal on Bonds (152.82130.601)	\$ 5,000,000
Transfer In (152.49800)	\$ 5,000,000

REVENUES:

Education Privilege Tax Funds (171.35160)	\$ 5,000,000
Transfer Out-Education Privilege Tax (171.91300.590.600)	\$ 5,000,000



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Budget Committee</u>	For <u>3</u>	Against <u>0</u>
<u>Education Committee</u>	For <u>4</u>	Against <u>1</u>

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 7-12-5
Requested by: Budget Director

**RESOLUTION AMENDING THE FIVE YEAR CAPITAL
IMPROVEMENTS BUDGET AND APPROPRIATING UP TO
\$346,762 RECREATION PRIVILEGE TAX FUNDS
FOR THE PURCHASE OF VARIOUS PARKS & RECREATION EQUIPMENT**

WHEREAS, the Parks & Recreation Department continues to have increasing demands for services throughout the County; and,

WHEREAS, there is a need to purchase additional equipment, as more specifically outlined on the following list, for the efficient operation of the Parks & Recreation Department;

CAPITAL REQUEST:

Facilities/Recreation/Parks:

Replastering of Pool at Fairview	62,000.00
Computers, Upgrades & Software	12,000.00
Office Furniture & Storage	22,000.00
Equipment & Repairs	74,000.00
TVA - Energy Saver Program - Lights at Various Facilities	96,762.00

Parks & Facilities Amenities \$80,000.00

Funds are expended for additional amenities at all parks and Facilities which include, but not limited to:
Safety netting, new fencing, new bleachers, electrical work,
Pavilions and small construction projects.

Total Capital \$346,762.00

(Estimated Privilege Tax Balance as of 6/30/12 - \$650,000)

NOW, THEREFORE, BE IT RESOLVED, that the Five (5) Year Capital Improvements Budget be amended as follows:

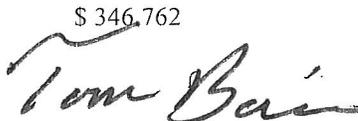
EXPENDITURES:

Parks Maintenance Equipment \$ 250,000
(171.91150.790.410)

Parks & Rec - TVA Energy Savings Grant 96,762
(171.91150.790.411)

REVENUES:

Recreation Privilege Tax Funds \$ 346,762
(171.35140)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 3 Against 0
For _____ Against _____

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

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

FILED 6/25/12

ENTERED 11:45 a.m.
ELAINE ANDERSON, COUNTY CLERK *la*

Resolution No. 7-12-6
Requested by: County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR PHASE II TIMBERLAND PARK IMPROVEMENTS AND AMENDING THE 2012-13 CAPITAL PROJECTS FUND BUDGET BY \$377,174 - REVENUES TO COME FROM FEDERAL GRANT

- 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, ("Timberland Park"); and
- WHEREAS,** the Federal Government granted Williamson County authorization to construct a road accessing Timberland Park from the Natchez Trace Parkway which Williamson County completed; and
- WHEREAS,** the State of Tennessee Department of Transportation is a State governmental entity that has received pass through grant funds in the amount of \$266,698.00 for visitor improvements to Timberland Park including the construction of a Timberland Park Visitor Center with restrooms, historic storyboards, picnic shelters, and directional signage; and
- WHEREAS,** the Grant requires matching funds in an amount up to \$110,476.00; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the grant agreement with the State of Tennessee Department of Transportation for the Phase II Timberland Park visitor improvements:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of July, 2012, authorizes the Williamson County Mayor to execute a grant agreement with the State of Tennessee Department of Transportation, as well as all other related documents necessary to receive the pass through grant funds to conduct phase II visitor improvements to Timberland Park;

AND BE IT FURTHER RESOLVED, that the 2012-13 Budget be amended to encompass the grant funding:

REVENUES:

Other Federal Grants-Parks \$ 377,174.00
(171.47990)

EXPENDITURES:

Timberland Park Grant \$266,698.00
(171.91150.799.015)

Matching Funds-Recreation Privilege Tax Funds \$ 110,476.00
(171.91150.799.404) \$377,174.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Recreation Committee: For ___ Against ___ Pass ___ Out ___
Budget Committee For 3 Against 0 Pass ___ Out ___

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 7-12-7
Requested by: Budget Director

FILED 6/25/12
ENTERED 11:45 a.m.
ELAINE AN *CA*

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
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 2012-13 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:

<u>Highway Commission</u>	For _____	Against _____
<u>Budget Committee</u>	For <u>3</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. 7-12-8
Requested By: Budget Director

RESOLUTION APPROPRIATING AND AMENDING THE 2012-13 CAPITAL PROJECTS BUDGET BY \$2,115,000 AND APPROVING THE RELATED OPERATING TRANSFERS - REVENUES TO COME FROM COUNTY GENERAL UNDESIGATED FUND BALANCE

WHEREAS, the Budget Committee has recommended approval of various capital expenditure requests for the 2012-13 budget within various County General Departments; and,

WHEREAS, there are sufficient funds available in the 2012-13 projected County General Undesignated Fund Balance which can be utilized for these purchases;

NOW, THEREFORE, BE IT RESOLVED, that the Capital Projects Fund budget be amended for Capital Expenditures, as follows:

EXPENDITURES:

Property Management Roofs, HVAC & Equip. (171.91110.707.023)	\$ 500,000
Information Technology - Equipment & Software (171.91110.790.006)	125,000
Community Development - Vehicle (171.91110.718.050)	50,000
Accounting - Computer Equipment (171.91110.709.002)	160,000
Jail - Intercom System (171.91130.707.030)	100,000
Juvenile Services - Computers & Equipment (171.91130.709.011)	50,000
Office of Public Safety - Emergency & Fire Equipment (171.91130.799.002)	1,000,000
Library - Computer Equipment & Chairs (171.91150.790.002)	34,000
Ag Expo Park - Equipment & Vehicle (171.91150.799.014)	75,000
Ag Extension Service - Vehicle (171.91160.718.001)	21,500
	\$2,115,000

Operating Transfer (171.49800) \$2,115,000

REVENUES:

Undesignated County General Funds (101.39000)	\$ 2,115,000
Transfers Out (101.99100.590)	\$2,115,000


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 3 Against 0
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. 7-12-9
Requested by: **Highway Superintendent**

FILED 6/25/12
ENTERED 11:45 a.m.
ELAINE ANDERSON, COUNTY CLERK

ea

**RESOLUTION AMENDING THE 2012-2013 HIGHWAY DEPARTMENT BUDGET
AND APPROPRIATE UP TO \$480,000
FOR HIGHWAY EQUIPMENT PURCHASES**

WHEREAS, various equipment within the Highway Department inventory has exceeded its life cycle and requires replacement; and,

WHEREAS, the Highway Department has prepared its Five Year Capital Improvement Plan; and,

WHEREAS, there are sufficient funds within the Highway fund balance to purchase the needed equipment; and,

WHEREAS, this equipment will be placed out for bid or purchased through State contracts;

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

EXPENDITURES:

Capital Account
(131.68000.714) \$480,000

REVENUES:

Highway Fund Balance \$480,000
(131.39000)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For Against
Budget Committee For 3 Against 0

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

Res 7-12-9

131.61000

10

RECEIVED

FEB 17 2012

WILLIAMSON CO. MAYOR'S OFFICE

WILLIAMSON COUNTY
CAPITAL FUNDING REQUEST

MEMO

DATE: 17 Feb 12

TO: Budget Committee

FROM: Eddie Hood, Highway Superintendent

I would like to submit the following Capital Funding Request:

Explanation: Subject equipment has reached its useful life. It would be more efficient to replace than continue to repair. Funding would come from Hwy Dept Fund Balance.

DUMP TRUCKS:	#	Asset #	Purch Date	Age	Comments	Estimated Cost	Funding Source
CHEV SINGLE AXLE DUMP TRK	23	1243	06/30/85	27 yr	Useful life - 15 yr:	\$80,000.00	Fund Balance
TRACKHOES:							
KOMATSU TRACKHOE	1	3220	09/29/95	17 Yr	Useful life - 15 yr:	\$275,000.00	Fund Balance
SERVICE EQUIP:							
ROLLER	1	3160	6/30/89	23 Yr	Useful life - 15 yr:	\$125,000.00	Fund Balance
Total						\$480,000.00	

Approved

Resolution No. 7-12-10
Requested by: Solid Waste Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
CAPITAL PROJECT BUDGET BY \$350,000 - REVENUE TO
COME FROM UNAPPROPRIATED SOLID WASTE/SANITATION FUND BALANCE**

WHEREAS, Williamson County operates a Solid Waste/Sanitation Landfill; and,

WHEREAS, in an effort to maintain these operations, there is an on-going need to provide efficient equipment and repairs to Convenience Center Sites;

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Solid Waste/Sanitation budget be amended, as follows:

Expenditures:

Landfill-Other Equipment **\$350,000**
(171.91140.790.003)

Transfer In \$ 350,000
(171.49800)

Revenues:

Unappropriated Solid Waste Fund Balance **\$ 350,000**
(116.39000)

Transfer Out \$ 350,000
(116.99100.590)

Tom Bair

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 3 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____
Municipal Solid Waste: For 3 Against 0

Elaine Anderson-County Clerk

Jack Walton. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Res 7-12-10

bc
//6

RECEIVED

MAR 08 2012

WILLIAMSON CO. MAYOR'S OFFICE

**Solid Waste Budget
Capital Outlay Request
2012-2013**

\$ 130,000.00	Roll-Off Truck Replacement
\$ 100,000.00	Building, Compactor Cover, Oil Building Fairview and College Grove Convenience Centers Replacements
\$ 25,000.00	Cleats on 836 Compactor Wheels Rebuild
\$ 20,000.00	Trinity Convenience Center Widen Upper Road Safety Upgrade
\$ 75,000.00	Closure-Cell I, three acres. Class III/IV Cell, nine acres Regulatory requirement
<u>\$ 350,000.00</u>	

Approved

RESOLUTION NO. 7-12-11
 Requested by: Board of Education

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF \$5,762,050 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2012-2013 CAPITAL NEEDS

WHEREAS, there is a need for capital expenditures within the maintenance and technology departments of the Board of Education and is being requested as an intent to fund as follows:

	Rural Debt	General Debt
Maintenance Department		
HVAC	\$1,109,400	\$286,975
Athletic Repairs	114,499	36,000
Electrical	-	30,000
Plumbing	85,200	30,000
Structural	180,855	33,000
Roofing	105,000	-
Asphalt	75,000	-
Concrete	90,000	-
Carpet and flooring	71,600	66,000
Compactor Boxes	50,000	-
Total Maintenance Department	\$1,881,554	\$481,975
Technology Department		
Growth Equipment	\$47,215	\$13,490
Replacement Equipment	1,161,543	306,004
Video Security Equipment	782,919	-
Network Infrastructure	335,761	139,939
Telephone/Paging/Intercom	354,150	257,500
Total Technology Department	\$2,681,588	\$716,933
 Total Capital Request	 \$ 5,762,050	

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on July 9, 2012 approve **\$5,762,050** as noted in the projects above, funding to come from existing schools capital projects and/or Williamson County General Purpose Schools fund balance.

BE IT ALSO FURTHER RESOLVED, that the County *may* fund the \$5,762,050 in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.


 Commissioner Ricky Jones

Committees Referred to & Action Taken

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

 Elaine Anderson-County Clerk

 Jack Walton-Commission Chairman

 Date

 Rogers Anderson-County Mayor

SchoolsCapitalRequest2012

*As amended - Omit the last paragraph in its entirety

PROPOSED AMENDMENT TO RESOLUTION NO. 7-12-11:

Amend to eliminate the last paragraph, in it's entirety, which currently reads:

“BE IT FURTHER RESOLVED, that the County may fund the \$5,762,050 in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. 1.150-2.”

Resolution No. 7-12-12
Requested by: Budget Director

FILED 6/25/12
ENTERED 11:45 a.m.
ELAINE ANDERSON, County Clerk

28

RESOLUTION APPROPRIATING \$1,000,000 ADEQUATE SCHOOL FACILITIES TAX FUNDS TO BE USED AS THE COUNTY'S PORTION OF FUNDING THE PURCHASE OF LAND FOR A NORTHEAST HIGH SCHOOL AND FUTURE ELEMENTARY OR MIDDLE SCHOOL

WHEREAS, the County Commission has approved Resolution No. 6-12-12 authorizing the purchase of land for a Northeast High School and future Elementary or Middle School not to exceed \$4,000,000; and,

WHEREAS, the County Commission has agreed to \$1,000,000 of additional funds to be appropriated towards said purchase;

NOW, THEREFORE, BE IT RESOLVED, that \$1,000,000 Adequate Schools Facilities Tax funds be appropriated, as follows:

REVENUE:

Adequate Schools Facilities Tax \$ 1,000,000
(171.35190)

EXPENDITURE:

Transfer Out-Adequate Schools Facilities Tax \$ 1,000,000
(171.91300.590.900)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Education Committee For 4 Against 0
Tax Study Committee For 4 Against 0
Budget Committee For 3 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. 7-12-13
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 2012-13 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, 2012, through June 30, 2013, 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 2012"; 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. 7-12-13
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 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 9th day of July, 2012.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 3* Against 0 *As amended
Education 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

*As amended - Increase the total to \$17 million

PROPOSED AMENDMENT TO RESOLUTION NO. 7-12-13:

Amend to increase the requested Tax Anticipation Note by \$2 million, to a revised total request of \$17 million.

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY, AND TENNESSEE EMERGENCY MANAGEMENT AGENCY AND APPROPRIATING AND AMENDING THE OFFICE OF PUBLIC SAFETY 2012-13 BUDGET BY \$175,976 – REVENUES TO COME FROM HOMELAND SECURITY GRANT FUNDS

WHEREAS, the Williamson County Emergency Management Agency is responsible for ensuring a coordinated response to emergencies and disasters in Williamson County; and

WHEREAS, this responsibility includes providing the proper preparedness and training of personnel for the response to domestic terrorism including nuclear, biological and chemical weapons; and

WHEREAS, the Williamson County Emergency Management Agency has been selected as the recipient of a \$175,976 grant from the State Homeland Security Grant Program 2011 to conduct a homeland security training exercise and equipment; and

WHEREAS, Williamson County desires to grant the County Mayor the authority to enter into an agreement with the State of Tennessee Department of Military, Tennessee Emergency Management Agency, in order that Williamson County may participate in this Homeland Security Grant Program;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of July, 2012, authorizes the Williamson County Mayor to execute a grant agreement with the State of Tennessee, Department of Military and the Tennessee Emergency Management Agency, as well as all other related documents and amendments, necessary to receive the grant funds;

AND, BE IT FURTHER RESOLVED that the 2012-2013 Office of Public Safety budget be amended as follows for the purchase of equipment:

EXPENDITURES

171.91130.790.060 2011 Homeland Security-Office of Public Safety \$175,976

REVENUE

171.46980.007 Federal Grant through State of TN – Homeland Security \$175,976



- County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

1) Law Enforcement and Public Safety For 4 Against 0
2) Budget For 3 Against 0

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION NO. 7-12-15
Requested by: Emergency Management Director

A RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO A CONTRACTURAL AGREEMENT BETWEEN THE STATE OF TENNESSEE AND WILLIAMSON COUNTY FOR PASS THROUGH FEDERAL FUNDING TO SUBSIDIZE EMERGENCY MANAGEMENT

WHEREAS, the Williamson County Emergency Management Agency is responsible for ensuring a coordinated response to emergencies and disasters in Williamson County; and

WHEREAS, the Federal Emergency Management Agency has agreed to provide funding to subsidize the Williamson County Emergency Management Agency through the Emergency Management Performance Grant program; and

WHEREAS, this will be pass through federal funding from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency for an amount not to exceed Forty-Five Thousand (\$45,000); and

WHEREAS, the grant requires Williamson County to provide matching funds, which are included in the 2012-13 operating budget; and,

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to provide the County Mayor the authority to sign the grant agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting in regular session this the 9th day of July 2012, hereby authorizes the County Mayor to enter into a contract with the State of Tennessee for pass through funding to subsidize emergency management in which the State agrees to fund such services in an amount not to exceed Forty-Five Thousand Dollars (\$45,000),

AND, BE IT FURTHER RESOLVED, that the County Mayor is hereby authorized to execute the grant agreement as well as any amendments or documents required to receive the grant funds.


County Commissioner

<u>COMMITTEES REFERRED TO AND ACTION TAKEN:</u>			
<u>Law Enforcement/Public Safety Committee</u>	For <u>4</u>	Against <u>0</u>	
<u>Budget Committee</u>	For <u>3</u>	Against <u>0</u>	

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

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 7-12-16
Requested by: County Mayor

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
CAPITAL PROJECTS AND COUNTY GENERAL BUDGETS BY AN AMOUNT NOT TO
EXCEED \$950,000 TO PROVIDE FUNDING FOR CONSTRUCTION MANAGEMENT AND
ARCHITECT FEES RELATED TO THE CONSTRUCTION OF A NEW PUBLIC SAFETY
AND EMERGENCY OPERATIONS CENTER
FACILITY FOR WILLIAMSON COUNTY - REVENUES
TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, Williamson County Government has an agreement with the Williamson County Emergency Communications Board to provide dispatch operations for emergency response vehicles in Williamson County; and,

WHEREAS, growth throughout the county necessitates the need for expansion of additional equipment and personnel for the efficient operations of said dispatch services and sufficient space to provide for this growth is not available in space currently occupied by Emergency Communications; and,

WHEREAS, there is space available on five (5 +/-) acres owned by Williamson County Government, adjacent to the County's Highway Department, located off Beasley Drive, to construct a new facility, which would encompass operations for the newly formed Office of Public Safety, including the Emergency Management Office and the Emergency Communications District; and

WHEREAS, it appears advantageous to begin the planning process for the construction of a new Public Safety facility, which can accommodate existing and future personnel and equipment space needs for Emergency Communications, Emergency Management and other Public Safety operations for Williamson County; and,

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Capital Projects Budget be amended, to provide funding for construction management and architectural services for this project, as follows:

EXPENDITURES:

W. C. Public Safety Construction \$ 950,000
Professional Services/Fees
(171.91130.799.004)

REVENUES:

Transfers In (171.49800) \$ 950,000

REVENUES:

Unappropriated County General Fund Balance \$ 950,000
(101.39000)

EXPENDITURES:

Transfers (101.99100.590) \$ 950,000



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 3 Against 1
Law Enfct/Public Safety Committee For 4 Against 0
Budget Committee For 3 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - Mayor

Date

ea

Resolution No. 7-12-17
Requested by: Budget Director

RESOLUTION AUTHORIZING THE TRANSFER OF \$143,100 BETWEEN MAJOR CATEGORIES WITHIN THE 2012-13 CAPITAL PROJECTS BUDGET TO PROVIDE FUNDING FOR THE CONSTRUCTION OF A VOLUNTEER FIRE DEPARTMENT BUILDING IN THE PINWOOD COMMUNITY

WHEREAS, in September, 2007, the W. C. Board of Commissioners approved a resolution (Res. 7-07-9) appropriating funding for the purchase of electronic voting machines and other related software and equipment; and,

WHEREAS, subsequently, there were certain revisions in election laws and requirements and the voting machines are now being leased and there are funds remaining which can be utilized for other purposes at this time; and,

WHEREAS, there is a need to construct a volunteer fire department on the property of the former Pinewood Elementary School which can provide emergency response services to an area not currently adequately served; and,

WHEREAS, there are funds available within the existing Capital Projects budget which can be transferred and utilized for this purpose;

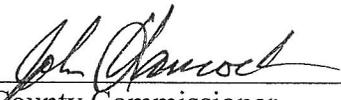
NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Capital Projects Budget be amended to transfer funds from the purchase of voting machines to be utilized for the construction of a volunteer fire department in the Pinewood Community, as follows:

TRANSFER TO:

Volunteer Fire Dept Buildings & Amenities \$143,100.00
(171.91130.799.011)

TRANSFER FROM:

Election Commission Voting Machines \$143,100.00
(171.91110.709.001)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 4 Against 0
Law Enfcet/Public Safety Committee For 4 Against 0
Budget Committee For 3 Against 0

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

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

INTERLOCAL LEASE AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF FAIRVIEW FOR THE JOINT USE OF A FACILITY TO PROVIDE EMERGENCY RESPONSE SERVICES

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 FAIRVIEW, (“City”), a municipal government, located at 7100 City Center Circle, Fairview, Tennessee, 37062, to establish the terms and financial responsibilities of the parties for the joint use of a facility owned by the City.

RECITALS

WHEREAS, Williamson County and the City of Fairview are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;

WHEREAS, the City owns improved property located at 1311 Hwy. 96 North, Fairview, Tennessee (“Facility”);

WHEREAS, the Williamson County Public Safety Department has a need for access to a structure in the northwest part of the County to accommodate a fire engine and other related apparatus to permit the Williamson County Rescue Squad, (“Rescue Squad”), to provide emergency response services to the surrounding area;

WHEREAS, the City has agreed to lease part of the facility to the County at an annual rental fee of \$14,400.00 to permit the joint use of the facility; and

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 clearly define the responsibilities and financial obligations of the City and County for the joint use of the Facility to provide a location for the Rescue Squad in the northwest section of the County to provide emergency response services.

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 prior to and after the execution of this Agreement.

III. Property and Facility. The Facility is located at 1311 Hwy. 96 North, Fairview, Tennessee. The lot shall be referred herein as the “Property” for the purpose of this Agreement.

IV. Term. The initial term of this Agreement shall be for a period of 3 years which will begin on _____ 2012, (beginning date), and end on _____, 2015. This Agreement may be extended by written agreement and signed by all parties for 2 additional terms of 1 year each.

V. Annual Payment by County to City. The County agrees to pay to the City the sum of \$14,400.00 per year for each year this contract is enforceable to be paid to the City in the manner as agreed by the parties.

VI. City Obligations. In addition to the annual payments to the County, the City agrees to the following obligations.

- a. **Facility.** The City shall provide adequate space in the Facility to permit the storage and use of a fire engine and other related apparatus needed by the Rescue Squad to provide emergency response services. The parties agree to jointly use the facility in a manner that does not interfere with the provision of emergency services.
- b. **Utilities.** City agrees to be responsible for the cost and provision of all utilities.
- c. **Outside Maintenance.** City, shall be responsible for the maintenance of outside areas.
- d. **Plumbing.** City shall keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and the parties shall use same only for the purposes for which they were constructed.
- e. **Appliances.** City shall be responsible for its appliances that are owned by City.

VII. County’s Obligations. The County agrees to cooperate with the City to ensure the Facility space used for storage of the County’s fire engine and other apparatuses is maintained in a clean and orderly condition. The County shall be responsible for making timely payments of the compensation defined herein to the City.

VIII. Fire or Other Casualty. If the Facility should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Facility which prevents its substantial use in the manner theretofore used, either party may terminate this Agreement upon giving written notice to the other party.

IX. Insurance. The City shall maintain property insurance in an amount sufficient to replace the Facility. Each party shall maintain general liability insurance in minimum amounts equal to the maximum amount each party can be liable for under the Government Tort Liability Act. The County shall maintain the ability under its self insured program to meet its obligations contained in this subsection. In the event all or any portion of the facility is damaged or destroyed by fire, windstorm or any other insurable casualty, City, in its discretion, may repair, restore or rebuild the facility to the condition as reasonably possible as existed immediately prior to such damage or destruction.

X. Alterations. Neither party shall make alterations to the Facility or property which would interfere with either parties reasonable use of the Facility.

XI. Limitation on Use. Neither party will permit any waste upon the property nor will it use, occupy or permit anything to be brought or kept on the property or facility which will violate any laws, ordinances, regulations or applicable requirements of governmental authorities or in violation of any contract(s) with any insurance companies that insure any part of the Property or Facility.

XII. Hazardous Material. Unless otherwise approved by both parties, each party covenants, represents and warrants that it will not install, use, generate, store, dispose of or otherwise present in, on or under the property any toxic or hazardous substance, including without limitation, asbestos, flammable explosives, cancer causing chemicals, pollutants, effluents, contaminants, or any substance, ("Hazardous Material"), deemed hazardous or toxic under any law relating to environmental conditions or industrial hygiene and which is stored or kept in a prohibited form or in excess of an allowable quantity.

XIII. Termination - 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 7 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.

XIV. 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.

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

XVI. General Terms.

1. 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.

2. 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
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064
Attn: County Mayor

City: City of Fairview
City Hall
P.O. Box 69
7100 City Center Circle

Fairview, TN 37062
Attn: City Manager

3. 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.

4. Assignment. The rights and obligations of this Agreement are not assignable.

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

6. 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.

7. 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, 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.

8. Employment Discrimination. The parties 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.

9. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, each 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 against the other party.

10. 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 required permits and licenses and keep the same in force during the term of this Agreement.

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 FAIRVIEW

BY: BY:

DATE: _____ DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Fairview City Attorney

Resolution No. 7-12-20
 Requested by: Register of Deeds

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
 REGISTER OF DEEDS' BUDGET BY \$87,500 - 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 2012-13 Register of Deeds Budget be amended as follows:

EXPENDITURES:

Part-time Pay (101.51600.169)	6,000
Lease Payments (101.51600.330)	9,500
Maintenance & Repairs-Ofc. Equipment (101.51600.337)	42,000
Capital Outlay-Data Processing Equipment (101.51600.709)	<u>30,000</u>
	\$ 87,500

REVENUES:

Register of Deeds Document Recording Fees	\$ 87,500
Reserve Account (101.34161)	



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 3 Against 0
 _____ 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. 7-12-21
Requested by: Sheriff's Department

FILED 6/25/12
ENTERED 11:45 a.m.
ELAINE ANDERSON, COUNTY CLERK *ea*

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
SHERIFF'S DEPARTMENT BUDGET BY \$426,316 TO PROVIDE FUNDING
FOR COURTROOM SECURITY OPERATIONS- REVENUES TO
COME FROM RESERVE ACCOUNT**

WHEREAS, in September, 2008, the Williamson County Board of Commissioners approved a resolution (9-08-21), which authorized a new privilege litigation tax to be collected on all criminal and civil cases, outside municipal courts; and,

WHEREAS, these funds are collected and held in a reserve account for the purpose of providing additional funding for security operations for the Judicial Center;

WHEREAS, these funds can be utilized for the payment of salaries for Courtroom Security Officers;

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

EXPENDITURES:

Salaries-Deputies (x11) \$ 426,316.00
(101.54110.106)

REVENUES:

Reserve-Courtroom Security \$ 426,316.00
(101.34158.001)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 4 Against 0
Budget Committee For 3 Against 0

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

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

FILED 6-25-12
ENTERED 11:45 a.m.
ELAINE ANDERSON, COUNTY CLERK
EA

Resolution No. 7-12-24
Requested by: Information Technology

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
INFORMATION TECHNOLOGY BUDGET BY \$48,500 - REVENUES
TO COME FROM COUNTY GENERAL FUND BALANCE**

WHEREAS, the Information Technology (IT) Department has determined it to be in the best interest of the County to partner with the City of Franklin to tie-in to their existing fiber optic ring in an effort to increased bandwidth at the best available cost, at various county-owned facilities, at a current projected cost of \$233,665;

WHEREAS, the IT Department requests that the implementation of the new system begin by addressing the bandwidth issues by tying the historic Courthouse, the Criminal Justice Center and the Administrative Complex in this fiscal year, at a projected cost of \$48,500; and,

WHEREAS, the need for this service is to boost the bandwidth, which is needed for the video arraignments, which is utilized to reduce inmate transportation costs; and,

WHEREAS, it is estimated that this project, which will span 2-3 years, will result in an annual cost savings to the county of approximately \$20,000; and,

NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 County General-Information Technology budget be amended, as follows:

REVENUES:

County General Fund Balance
(101.39000) \$ 48,500

EXPENDITURES:

Information Technology-Communications
(101.51760.307) \$ 48,500



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 3 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. 7-12-18
Requested by the Public Safety Director

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FAIRVIEW FOR THE PROVISION OF FIRE AND EMERGENCY SERVICES

WHEREAS, on June 13, 2011 the Williamson County Board of Commissioners approved Resolution No. 6-11-08 authorizing the County Mayor to execute an interlocal agreement with the City of Fairview for the provision of fire and emergency services at an annual rate of \$75,000.00; and

WHEREAS, the parties never executed the interlocal agreement and have now agreed to a six month interlocal agreement for a cost of \$40,000.00; and

WHEREAS, Williamson County and the City of Fairview are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*; and

WHEREAS, the City provides fire fighting and emergency response services within its jurisdiction; and

WHEREAS, the County does not provide County wide fire fighting and protection services; and

WHEREAS, the City and County have negotiated an interlocal agreement for the provision of fire fighting, fire protection, and emergency and non emergency services; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the best interest of the citizens of Williamson County to authorize the County Mayor to execute the interlocal agreement:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of July 2012, hereby authorizes the County Mayor to execute the interlocal agreement with the City of Fairview, as well as any subsequent amendments which do not materially alter the agreement terms, and all other related documents reasonably required to fulfill the intent of this resolution.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee For 4 Against 0
Budget Committee For 3 Against 0
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
AND THE CITY OF FAIRVIEW FOR THE PROVISION OF FIRE FIGHTING SERVICES**

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 FAIRVIEW, ("City"), a municipal government, located at 7100 City Center Circle, Fairview, Tennessee, 37062, to establish the terms and financial responsibilities for the provision of fire fighting services.

RECITALS

WHEREAS, Williamson County and the City of Fairview are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-104*;

WHEREAS, the City of Fairview provides important fire protection services to Tennessee citizens; and

WHEREAS, Williamson County has agreed to provide funds to the City to assist it in the provision of fire fighting services.

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 clearly define the contractual responsibilities and financial obligations of the City and County for the provision of fire fighting, emergency response, and other emergency and non-emergency services.

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.

III. Provision of Fire Fighting and Protection Services. The City agrees to provide, on a continuing basis, fire fighting and prevention services, emergency response services, and other emergency and non-emergency services, ("Services"), to the citizens of Williamson County Fire and Rescue District 31. The City warrants that it shall achieve and maintain an Insurance Services Office Fire Class Rating of class nine for the entire term of this Agreement. If the City has not achieved a Fire Class Rating of class nine or better at the time of execution of this Agreement, City shall achieve said class within 6 months from the date of execution of this Agreement.

IV. Training Reports and Financial Reports. The City shall, on an annual basis, provide the Director of the Williamson County Office of Public Safety with all records indicating the training classes offered and completed by personnel in firefighting and safety techniques, if requested by the County. In addition, on an annual basis, the City will furnish to the Director all financial reports required or requested by the County.

V. Term. The initial term of this Agreement shall be for a period of 6 months which shall begin on July 1, 2012 and end on December 31, 2012. The parties may agree to extend the Agreement by written agreement for any term that does not exceed a total term of five years.

VI. Payment by County. For the provision of the Services, County shall pay a fee of \$40,000.00 for the entire 6 month term to the City as authorized by TCA Section 5-9-101(23). The County shall pay the annual fee to the City in six installments to be made by the 15th of each month subsequent to the month for which the Services were provided. The County shall make the payments in five installments of \$6667.00 and one installment of \$6665.00. All payments are strictly conditioned on the City providing the Services.

VII. 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, each 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.** City or County may terminate this contract at any time upon 30 days written notice to the other party. Such termination shall not affect in any manner any prior

existing obligations between the parties. If the County has prepaid the City for services and the agreement is terminated during the period paid, then the City shall refund a pro-rata share of the funds prepaid by the County.

VIII. Insurance. During the term of this Agreement, including all extensions, City shall, at its own cost and expense, maintain Comprehensive General Liability Insurance. A certificate of insurance, in a form satisfactory to County, evidencing said coverage and naming Williamson County Government as additional insured, shall be provided to the County. Such policy or policies shall be in the minimum amount of \$1,000,000.00 for general liability insurance, \$1,000,000.00 for automobile liability, \$1,000,000.00 for Workers' Compensation insurance, and \$1,000,000.00 umbrella insurance. City shall provide additional Workers' Compensation coverage in accordance with applicable Tennessee law. Such policies shall be non-cancelable except upon 30 days prior written notice to the County. Throughout the term of this Agreement, City shall provide an updated certificate of insurance upon expiration of the current certificate.

IX. 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.

X. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their 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.

XI. 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

City: **CITY OF FAIRVIEW**
P.O. Box 69
7100 City Center Circle
Fairview, TN 37062
Attn: City Manager

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 may agree to participate in 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 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, 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 the City 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 FAIRVIEW

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Fairview City Attorney

Resolution No. 7-12-25
Requested by Mayor's Office

**RESOLUTION TO AUTHORIZE THE WILLIAMSON COUNTY MAYOR
TO EXCHANGE A PORTION OF THE SPRINGS PROPERTY WITH THE NEIGHBORING
PROPERTY OWNERS TO PROVIDE A MEANS OF ACCESS TO THE SPRINGS PROPERTY
OFF OF BENDING CHESTNUT ROAD**

- WHEREAS,** *Tennessee Code Annotated, Section 5-7-101*, provides that a "county may acquire and hold property for county purposes . . . and may make any order for the disposition of its property"; and
- WHEREAS,** the exchange of real property is not subject to the bidding requirements found in *Tennessee Code Annotated Section 5-7-108(a)* because according to Black's Law Dictionary, an exchange is distinguished from a sale and the act only applies to the sale of property; and
- WHEREAS,** the County currently owns property off of Bending Chestnut Road which is commonly referred to as the "Springs Property"; and
- WHEREAS,** the County intends to eventually open the Springs Property to the public as a passive park; and
- WHEREAS,** Mr. Roy and Linda Fox own property abutting the Springs Property; and
- WHEREAS,** a portion of Mr. Fox's property that abuts the County's property provides access to the Springs Property off of Bending Chestnut Road; and
- WHEREAS,** the County desires to exchange property with Mr. Fox to obtain road frontage including the access road to the Springs Property which has been determined to be approximately the same value; and
- WHEREAS,** neither party shall receive any compensation for the exchange of their property; and
- WHEREAS,** the Williamson County Board of Commissioners finds it to be in the public interest of the citizens of Williamson County to authorize the County Mayor to exchange property with Mr. Roy Fox to provide access to the Springs Property off of Bending Chestnut Road, which is more particularly described on Attachment A and attached to and made a part of this resolution:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of July, 2012, authorizes the County Mayor to execute all documents to complete the exchange of the property with Mr. Roy and Linda Fox to provide the County and eventually the public access to the Springs Property off of Bending Chestnut Road, which property is more particularly defined in Attachment A.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>4</u>	Against <u>0</u>	Pass _____	Out _____
Budget Committee	For <u>3</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

T.C. FOX, SR. PROPERTY
2ND CIVIL DISTRICT
WILLIAMSON COUNTY, TN

2.51 AC.

Fox to County

Beginning at an iron pin located in the easterly right-of-way of Bending Chestnut Road; said iron pin being the southwest corner of the State of Tennessee property (Deed Book 3169, Page 634) and the northwest corner of the herein described property; thence with the State of Tennessee's line S 50°09'01" E a distance of 406.11 feet to an iron pin located in the westerly line of the Williamson County Tennessee property (Deed Book 4388, Page 262); thence with the county's line S 25°21'33" W a distance of 517.43 feet to an iron post; thence with a new line N 83°04'21" W a distance of 97.92 feet to an iron pin located in the easterly right-of-way of Bending Chestnut Road; thence with the easterly right-of-way of Bending Chestnut Road as follows:
northerly with a curve concave to the east, having a radius of 562.00 feet, a distance of 72.94 feet, (LC = N 6°25'36" E, 72.89') to a point; N 11°43'54" E a distance of 256.63 feet to a point;
northerly with a curve concave to the west; having a radius of 678.00 feet, a distance of 401.74 feet (LC= N 7°44'17" W, 395.89') to the point of beginning containing 2.51 acres more or less according to survey by Ronny G. Brown Surveying, RLS# 763 Franklin, Tennessee dated June 21, 2012

WILLIAMSON COUNTY TENNESSEE PROPERTY
2ND CIVIL DISTRICT
WILLIAMSON COUNTY, TN

6.83 AC.

County To Fox

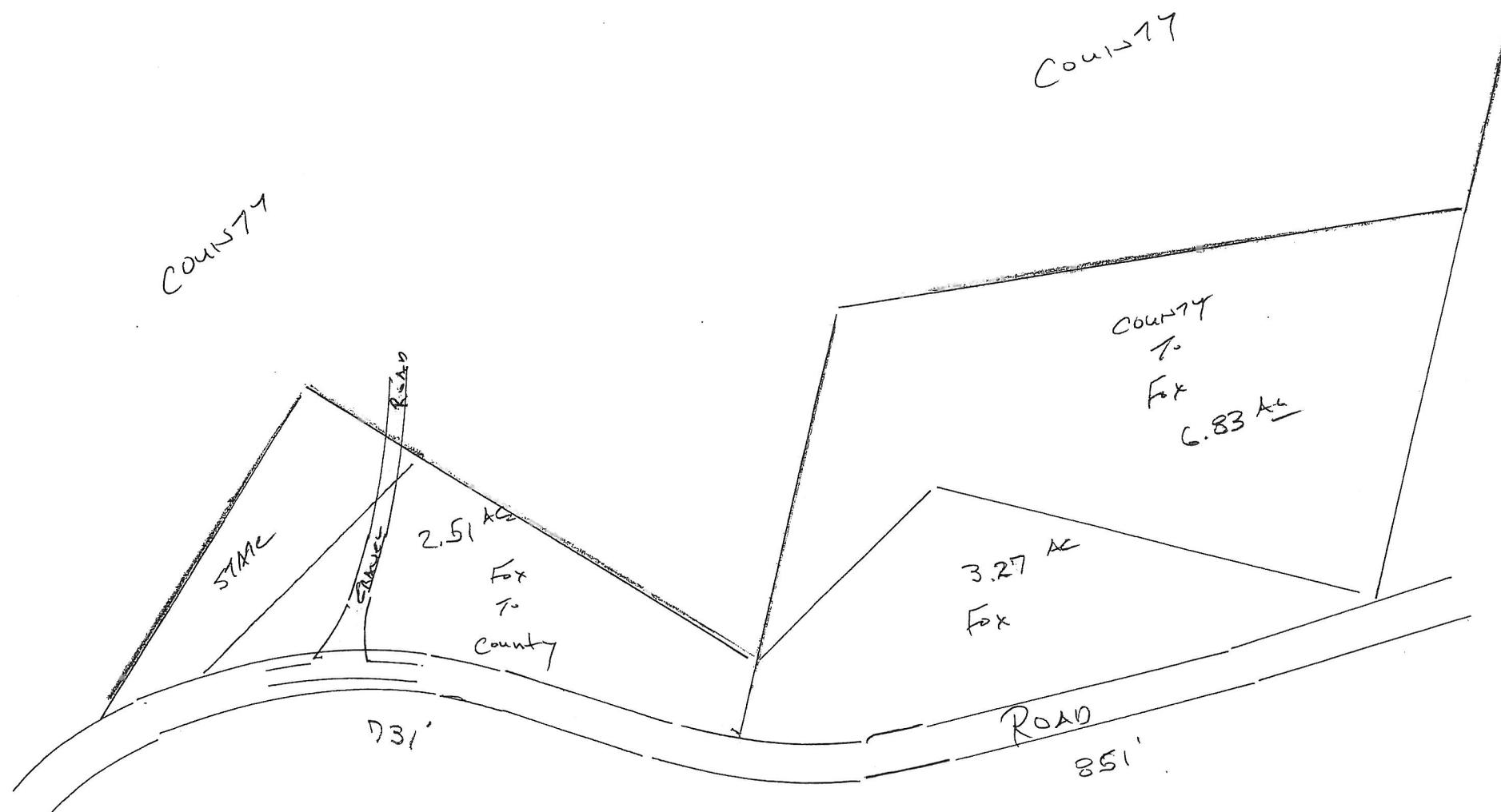
Beginning at a 18" oak tree located at the southeast corner of the T.C. Fox, Sr. property (Deed Book 87. Page 545); said tree being in the northerly line of the T.C. Fox, Jr. and Gilbert Fox property (Deed Book 1611, Page 306) and the southwest corner of the here in described property; thence with T.C. Fox, Sr. line as follows:

N 8°08'39" E a distance of 591.71 feet to an iron post;

N 50°46'16" W a distance of 327.80 feet to an iron post; thence with a new line as follows:

S 83°04'21" E a distance of 473.08 feet to an iron pin;

S 15°09'41" E a distance of 827.48 feet to an iron pin located in the northerly line of the T.C. Fox, Jr. and Gilbert Fox property; thence with Fox's line N 83°04'21" W a distance of 519.74 feet to the point of beginning containing 6.83 acres more or less according to a survey by Ronny G. Brown Surveying, RLS # 763, Franklin, Tennessee dated June 21, 2012



Fox
Total of 10.10. Ac

