

RESOLUTION NO. 11-12-6

Requested by: Regional Planning Commission

**RESOLUTION OF THE WILLIAMSON COUNTY
BOARD OF COMMISSIONERS TO ADOPT AMENDMENTS TO THE
2013 WILLIAMSON COUNTY ZONING ORDINANCE,
ORIGINALLY ADOPTED MAY 14, 2012,
REGARDING VACATION RENTAL HOME USE AMENDMENTS**

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

WHEREAS, during the course of the public meetings held for the Leiper's Fork Village District development standards, Planning Staff received a number of comments related to the use of residential property as a vacation rental home and the desire of certain residents for clarification of this type of use for their property; and

WHEREAS, in response to the comments received during the public meetings, Planning Staff studied the issue and agreed that clarification of this type of use of residential property was needed; and as a result, prepared draft amendments to the 2013 Zoning Ordinance, defining this use and outlining the parameters of this use; and

WHEREAS, on October 11, 2012, the Regional Planning Commission conducted its official public hearing on these amendments, which are attached hereto as Attachment A and incorporated herein; and

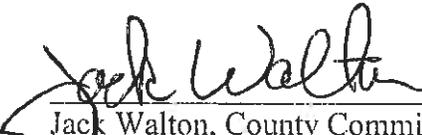
WHEREAS, based upon its consideration of all of the information, public input and comment and its own public hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendments to the 2013 Zoning Ordinance as presented; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 13th day of November, 2012, after conducting the public hearing as required by law, hereby adopts the amendments to the 2013 Williamson County Zoning Ordinance, which are attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the date upon which these amendments to the updated Williamson County Zoning Ordinance shall be effective and enforced is January 1, 2013.



Jack Walton, County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 6 Against: 1

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

ATTACHMENT RESOLUTION NO. 11-12-6

Revise Table 11.01-1: Table of Allowed Uses as follows:

Table 11.01-1: Table of Allowed Uses		P = Permitted S = Special Use Blank Cell = Prohibited																Additional Requirements					
Use Category	Use Type	A	RPE	RDE	V	M	CV	OV	LV	TV	RP-1	RD-1	SIC	MGA-1	MGA-2	MGA-3	NC		NCMH	AP	SAOC		
Commercial Use Classification																							
Self-Service Storage	Self-Service Storage				S	S											S			P	S	Section 11.03(D)(15)	
Vehicle/Machinery Sales and Service	Automotive and Machinery Repair				S	S	S		S								S					Section 11.03(E)(16)	
	Automotive and Machinery Rental or Sales																			F	F		
	Vehicle Washing Establishment				F		S															F	
	Truck Stops																			P	S	Section 11.03(D)(17)	
Visitor Accommodations	Bed and Breakfast Establishments	F	F	P	P	P	F		F		S	S					F					Section 11.03(D)(18)	
	Hotels				S		S		S													S	
	Vacation Rental Homes																						Section 11.03(D)(19)
Industrial Use Classification																							
Extractive Industry	Rock Quarries		S	S																		S	Section 11.03(E)(1)
	Mining Operations		S	S																			S

Add a new section, 11.03(D)(19) to include the following:

- (19) Vacation Rental Homes
 - (a) The full use of the dwelling shall be provided to paying guests.
 - (b) Temporary Uses, as outlined in Section 11.05: Temporary Uses and Structures, including Special Events (Extensive or Limited Impact) shall not be permitted.

Revise Table 17.06-1: Minimum Off-Street Parking Standards as follows:

Table 17.06-1: Minimum Off-Street Parking Standards		
Use Category	Use Type	Minimum Off-Street Parking Spaces Required
Vehicle/Machinery Sales and Service	Automotive and Machinery Repair	1.0 space per 300 square feet
	Automotive and Machinery Rental or Sales	1.0 space per 300 square feet of enclosed floor area + 1.0 space per 5,000 square feet of outdoor display area
	Vehicle Washing Establishment	1.0 space per employee on the largest shift
	Truck Stops	1.0 space per 150 square feet of retail + 1.0 per service bay
Visitor Accommodations	Bed and Breakfast Establishments	2.0 spaces + 1.0 space for each sleeping room
	Hotels	1.0 space per every 3 guest rooms or suites + 1.0 per employee on the largest shift + 75 percent of spaces otherwise required for any accessory uses
	Vacation Rental Homes	1.0 space for each sleeping room
Industrial Use Classification		
Extractive Industry	Rock Quarries	See Section 17.06(D)
	Mining Operations	See Section 17.06(D)

Add a new definition to Section 23.04 as follows:

Vacation Rental Home

A single-family dwelling where the entire dwelling is provided to guests for short-term stays of less than 30 days for compensation.

RESOLUTION NO. 11-12-7

Requested by: Regional Planning Commission

**RESOLUTION OF THE WILLIAMSON COUNTY
BOARD OF COMMISSIONERS TO ADOPT AMENDMENTS TO THE
2013 OFFICIAL ZONING MAP,
ORIGINALLY ADOPTED MAY 14, 2012,
REGARDING A MAP CORRECTION**

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

WHEREAS, following the adoption of the 2013 Official Zoning Map, a mistake was discovered in the zoning designation of one parcel in the Grassland area; and

WHEREAS, Map 27O, Group B, Parcel 001.00, 2204 Hillsboro Road, Franklin, Tennessee 37069, 8th Voting District, is incorrectly designated Neighborhood Conservation (NC), when the correct zoning designation should be Village (V); and

WHEREAS, property owner Scott Webster has been notified in person and in writing of said mapping mistake and is in agreement with this corrective action; and

WHEREAS, on October 11, 2012, the Regional Planning Commission conducted its official public hearing on this map amendment, which a copy of said map is attached hereto as Attachment A and incorporated herein; and

WHEREAS, based upon its consideration of all of the information presented and the public hearing, the Williamson County Regional Planning Commission has recommended the adoption of the map amendment as presented to the 2013 Official Zoning Map; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 13th day of November, 2012, after conducting the public hearing as required by law, hereby adopts the amendment to the 2013 Official Zoning Map, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the date upon which this amendment to the Official Zoning Map shall be effective and enforced is January 1, 2013.



Jack Walton, County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Elaine Anderson, County Clerk

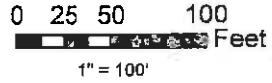
Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

Current Zoning

ZONES	NCT
BRENTWOOD	NOLENSVILLE
CC	R
E	R-CUT
FAIRVIEW	S
FRANKLIN	SE
IC	SPRINGHILL
NATCHEZ TRACE PARKWAY	U
NC	



027 02200



02400

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RESOLUTION NO. 11-12-8

Requested by: Regional Planning Commission

**RESOLUTION OF THE WILLIAMSON COUNTY
BOARD OF COMMISSIONERS TO ADOPT AMENDMENTS TO THE
2013 WILLIAMSON COUNTY ZONING ORDINANCE AND OFFICIAL ZONING
MAP, ORIGINALLY ADOPTED MAY 14, 2012,
REGRADE THE LEIPER'S FORK VILLAGE ZONING DISTRICT**

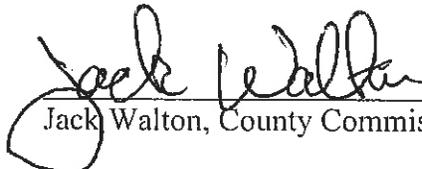
- WHEREAS,** Williamson County, Tennessee, by and through its Regional Planning Commission, has adopted a Comprehensive Land Use Plan; and
- WHEREAS,** the Comprehensive Land Use Plan called for the creation of a Special Area Plan for each of the four Villages identified by the Plan, one of which was Leiper's Fork; and
- WHEREAS,** the Regional Planning Commission, by and through its Staff, endeavored to study and gather public input in order to create the Leiper's Fork Village Special Area Plan; and
- WHEREAS,** the Regional Planning Commission adopted the Leiper's Fork Village Special Area Plan on October 13, 2011, which was endorsed by the Board of County Commissioners on November 14, 2011 and same was incorporated into the Comprehensive Land Use Plan; and
- WHEREAS,** a recommendation of the Special Area Plan was the creation of specialized development standards for the Leiper's Fork Village Zoning District in order to help implement the Plan; and
- WHEREAS,** the Planning Staff endeavored to study and gather public input in order to prepare development standards specifically applicable to the Leiper's Fork Village Zoning District; and
- WHEREAS,** the Leiper's Fork Citizen's Advisory Committee, who played a key role in facilitating the adoption of the Special Area Plan, was instrumental in serving as a liaison to the community and helped determine how best to draft the development standards; and
- WHEREAS,** the draft development standards and map designation were prepared and presented in a public meeting on July 31, 2012 at the Hillsboro Elementary/Middle School; and
- WHEREAS,** on May 14, 2012, the Board of County Commissioners adopted the Update to the Zoning Ordinance ("2013 Zoning Ordinance") and Official Zoning Map, and established an effective date of January 1, 2013; and
- WHEREAS,** on October 11, 2012 the Regional Planning Commission conducted its official public hearing on the creation of the Leiper's Fork Village Zoning District, its Development Standards and Official Map designation, which are attached hereto as Attachment A and incorporated herein, and which are amendments to the 2013 Zoning Ordinance and Official Zoning Map; and
- WHEREAS,** based upon its consideration of all of the information, public input and comment and its own public hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendments to the 2013 Williamson County Zoning Ordinance and Official Zoning Map as presented; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 13th day of November, 2012, after conducting the public hearing as required by law, hereby adopts the amendments to the 2013 Williamson County Zoning Ordinance and Official Zoning Map, which are attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the date upon which these amendments to the 2013 Williamson County Zoning Ordinance and Official Zoning Map shall be effective and enforced is January 1, 2013.



Jack Walton, County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Elaine Anderson, County Clerk



Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

Revise Table 1.07-1: Translation to New Zoning Districts as follows:

TABLE 1.07-1: TRANSLATION TO NEW ZONING DISTRICTS	
CURRENT ZONING DISTRICT NAME	NEW ZONING DISTRICT NAME
RURAL ZONING DISTRICTS	
No Previous Zoning District	A – Agricultural District
R – Rural District E – Estate District	RD-5 – Rural Development District 5
	RP-5 – Rural Preservation District 5
	MGA-5 – Municipal Growth Area District 5
CC – Crossroads Center District	V – Village District
	CGV – College Grove Village District
	LFV – Leiper’s Fork Village District
	Future GV – Grassland Village District, Future LFV – Leiper’s Fork Village District, and Future TV – Triune Village District
	H – Hamlet District
	MGA-H – Municipal Growth Area – Hamlet District

Revise Section 10.02(P): Leiper’s Fork Village District (LFV) as follows:

(1) Purpose and Intent

The purpose of the Leiper’s Fork Village District (LFV) is to implement the vision and policies of the Leiper’s Fork Village Special Area Plan, which strives to preserve, protect, and enhance the village’s unique, small town character. The development standards established for this District are intended to:

- Ensure new development is compatible with the scale and character of the Village and complements the Village’s unique identity and sense of place;
- Encourage a continuation of the Village’s traditional development pattern;
- Encourage and allow complementary land uses that promote a sustainable form of growth and bolster community activity while discouraging those that are inconsistent with the character of the Village; and
- Preserve and enhance open space and natural resources within the Village.

(2) Establishment of the Leiper’s Fork Village District Subareas

Leiper’s Fork Village consists of two distinctly different community areas in terms of overall character and historic patterns of development. In recognition of these differences, and to help ensure that new development is compatible with its surroundings, this section establishes two subareas; the Village Core Subarea and the General Village Subarea.

a) Village Core Subarea

For the purposes of this Ordinance, the Village Core Subarea is defined as that area generally bounded on the north by the northern boundary of the properties to the north of Sycamore Street, on the south by the southern boundary of the properties south of

Old Hillsboro Road, on the west by the properties at the western terminus of Sycamore Street, and on the east by the intersection of Floyd Road with Old Hillsboro Road.

b) General Village Subarea

For the purposes of this Ordinance, the General Village Subarea is defined as that area located outside the Village Core Subarea, but within the boundary of the Leiper's Fork Village District.

c) Village Core Subarea Map

Figure 10.02-B: Leiper's Fork Village Core Subarea illustrates the boundaries of the Village Core Subarea.

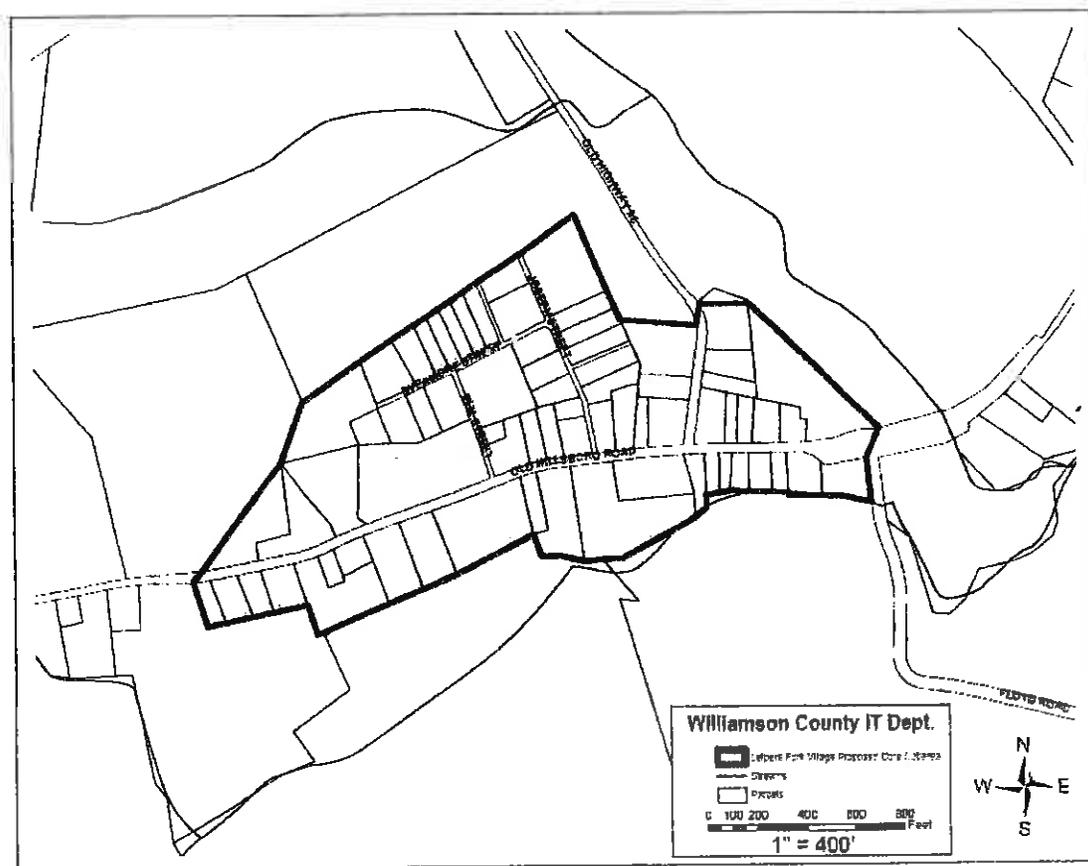


Figure 10.02-B: Leiper's Fork Village Core Subarea

(3) Village Core Subarea Standards

a) Dimensional Standards

- i. Table 10.02-15 establishes the dimensional standards for the Village Core Subarea.
- ii. Additional standards related to accessory uses are located in Section 11.04, Accessory Uses and Structures.

TABLE 10.02-15 : DIMENSIONAL STANDARDS FOR THE VILLAGE CORE SUBAREA

Dimensional Standards	Residential Structures	Nonresidential Structures
Minimum Lot Area	10,000 square feet	N/A
Max. Gross Res. Density	4 units per acre	N/A
Minimum Lot Width	Traditional Subdivisions 1 acre to 2.99 acres	40 feet
	Traditional Subdivisions 3 acres to 4.99 acres	
	Traditional Subdivisions 5 acres or Greater	150 feet
Front Yard Setback	Traditional Subdivisions 1 acre to 4.99 acres	20 feet
	Traditional Subdivisions 5 acres or Greater	40 feet maximum
Side Yard Setback	5 feet	0 feet
	20 feet on corner lot	10 feet on corner lot
Rear Yard Setback	30 feet	30 feet
Maximum Building Size	N/A	7,500 square feet ¹
Maximum Height	2 stories	2 stories
¹ The maximum Front Yard Setback and the maximum Building Size requirements do not apply to Religious Institutions or Educational Facilities.		

b) Contextual Design Standards

- i. The minimum lot area, minimum lot width, front yard setback and side yard setback may be reduced if the average lot area, lot width, front yard setback and/or side yard setback along the same block face and within 200 feet of the subject lot are smaller than those required in Table 10.02-15: Dimensional Standards for the Village Core Subarea.
- ii. The minimum lot area, minimum lot width, front yard setback and side yard setback shall not be reduced below the average of all lots on the same block face within 200 feet of the subject lot.
- iii. No principal building shall be constructed where the front façade is more than 50 percent wider than the average width of principal buildings along the block face and within 200 feet of the subject lot.

- iv. Where the building façade is wider than 60 feet, the façade shall be broken up into increments not exceeding this width by varying setbacks, roof forms, materials, etc.
 - v. New buildings shall be oriented towards the street rather than the parking area and shall provide at least one entrance on the street-facing façade.
- c) **Parking Standards**
- i. The number of parking spaces required as outlined in Article 17.06, may be reduced by up to 50 percent for uses within the Village Core Subarea.
 - ii. New on-street parking areas must be located to the side or rear of buildings and may be no closer to the street than the building's edge.
 - iii. On-street parking is permitted, subject to approval by the County Highway Department or the Tennessee Department of Transportation (TDOT), as applicable.

(4) General Village Subarea Standards

- a) **Dimensional Standards**
- i. Table 10.02-16 establishes the dimensional standards for the General Village Subarea.
 - ii. Additional standards related to accessory uses are located in Section 11.04, Accessory Uses and Structures.

TABLE 10.02-16: DIMENSIONAL STANDARDS FOR THE GENERAL VILLAGE SUBAREA			
Dimensional Standards	Residential Structures		Nonresidential Structures
Minimum Lot Area	1 Acre		1 Acre
Max. Gross Res. Density	2 units per acre		N/A
Minimum Lot Width	Traditional Subdivisions 1 acre to 2.99 acres	75 feet	100 feet
	Traditional Subdivisions 3 acres to 4.99 acres		
	Traditional Subdivisions 5 acres or Greater	150 feet	
Front Yard Setback	Traditional Subdivisions 1 acre to 4.99 acres	30 feet	50 feet
	Traditional Subdivisions 5 acres or Greater		
Side Yard Setback	20 feet		25 feet

Rear Yard Setback	30 feet	30 feet
Maximum Building Size	N/A	7,500 square feet ¹
Maximum Height	2 stories	2 stories
¹ The Maximum Building Size requirement does not apply to Religious Institutions or Educational Facilities.		

b) Contextual Design Standards

i. Lot Area

- A. The minimum lot area may be reduced if the average lot area of all lots on the same block face within 400 feet of the subject lot is smaller than that required by Table 10.02-16: Dimensional Standards for the General Village Subarea.
- B. The minimum lot area shall not be reduced below the average lot area of all lots on the same block face within 400 feet of the subject lot.

ii. Lot Width

- A. The minimum lot width may be reduced if the average lot width of all lots on the same block face within 400 feet of the subject lot is smaller than that required by Table 10.02-16: Dimensional Standards for the General Village Subarea.
- B. The minimum lot width shall not be reduced below the average lot width of all lots on the same block face within 400 feet of the subject lot.

iii. Front and Side Yard Setbacks

- A. The minimum front and side yard setbacks may be reduced if the average front or side yard setbacks of buildings along the same block face within 400 feet of the subject lot is smaller than that required by Table 10.02-16: Dimensional Standards for the General Village Subarea.
- B. The minimum front and side yard setbacks shall not be reduced below the average front or side yard setbacks of all lots on the same block face within 400 feet of the subject lot.

iv. Open Space

There shall be a minimum of 25% open space required in all traditional subdivisions.

Revise Table 10.06-1: Summary Table of Dimensional Standards as follows:

TABLE 10.06-1: SUMMARY TABLE OF DIMENSIONAL STANDARDS						
DISTRICT	STRUCTURE TYPE	MINIMUM LOT AREA		MAXIMUM GROSS RESIDENTIAL DENSITY		MAXIMUM HEIGHT
		TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	
V [3]	Residential Structures	15,000 square feet	Not Applicable	3.0 units per acre		3.5 stories
	Nonresidential Structures	10,000 square feet	Not Applicable	Not Applicable		3.5 stories
CGV – Core Subarea	Residential Structures	15,000 square feet	Not Applicable	3.0 units per acre	Not Applicable	3.0 stories
	Nonresidential Structures	Not Applicable		Not Applicable	Not Applicable	3.0 stories
CGV – General Subarea	Residential Structures	½ acre	Not Applicable	2.0 units per acre	Not Applicable	3.0 stories
	Nonresidential Structures	1 acre		Not Applicable	Not Applicable	3.0 stories
IFV – Core Subarea	Residential Structures	10,000 square feet	Not Applicable	4.0 units per acre	Not Applicable	2.0 stories
	Nonresidential Structures	Not Applicable	Not Applicable	Not Applicable	Not Applicable	2.0 stories
IFV – General Subarea	Residential Structures	1 acre	Not Applicable	2.0 units per acre	Not Applicable	2.0 stories
	Nonresidential Structures	1 acre	Not Applicable	Not Applicable	Not Applicable	2.0 stories
NC	See Section 10.02:(L): Neighborhood Conservation District (NC).					
NCMH	See Section 10.02:(M): Neighborhood Conservation District (NCMH).					
840C	Residential Structures	1 acre	8,000 square feet [1]	1.0 unit per acre	1.2 units per acre	3.0 stories
	Nonresidential Structures	1 acre		Not Applicable		5.0 Stories

Revise Table 10.06-2: Summary Table of Minimum Setbacks as follows:

TABLE 10.06-2: SUMMARY TABLE OF MINIMUM SETBACKS								
DISTRICT	STRUCTURE TYPE	FRONT YARD SETBACK			SIDE YARD SETBACK		REAR YARD SETBACKS	
		TRADITIONAL SUBDIVISIONS 1 ACRE TO 4.99 ACRES	TRADITIONAL SUBDIVISIONS 5 ACRES OR GREATER	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS	TRADITIONAL SUBDIVISIONS	CONSERVATION SUBDIVISIONS
V (2)	Residential Structures	50 feet	100 feet	Not Applicable	15 feet	Not Applicable	30 feet	Not Applicable
	Nonresidential Structures	50 feet			15 feet	Not Applicable	30 feet	Not Applicable
CGV – Core Subarea	Residential Structures	20 feet	30 feet maximum	Not Applicable	5 feet	Not Applicable	30 feet	Not Applicable
					20 feet on corner lot			
	Nonresidential Structures	5 feet	15 feet maximum [3]	Not Applicable	0 feet	Not Applicable	30 feet	Not Applicable
					10 feet on corner lot			
CGV – General Subarea	Residential Structures	50 feet		Not Applicable	20 feet	Not Applicable	30 feet	Not Applicable
	Nonresidential Structures	50 feet		Not Applicable	25 feet	Not Applicable	30 feet	Not Applicable
LFV – Core Subarea	Residential Structures	20 feet	40 feet maximum	Not Applicable	5 feet	Not Applicable	30 feet	Not Applicable
					20 feet on corner lot			
	Nonresidential Structures	5 feet	25 feet maximum [3]	Not Applicable	0 feet	Not Applicable	30 feet	Not Applicable
					10 feet on corner lot			
LFV – General Subarea	Residential Structures	30 feet		Not Applicable	20 feet	Not Applicable	30 feet	Not Applicable
	Nonresidential Structures	50 feet		Not Applicable	25 feet	Not Applicable	30 feet	Not Applicable
NC	See Section 10.02:(L): Neighborhood Conservation District (NC).							
NCMH	See Section 10.02:(M): Neighborhood Conservation on Manufactured Housing District (NCMH).							
840C	Residential Structures	20 feet	100 feet	60 feet	30 feet		3.0 stories	
	Nonresidential Structures	30 feet			60 feet		5.0 Stories	

Revise Table 10.06-3: Summary Table of Minimum Lot Widths as follows:

TABLE 10.06-3: SUMMARY TABLE OF MINIMUM LOT WIDTHS								
DISTRICT	STRUCTURE TYPE	MINIMUM LOT WIDTH						
		TRADITIONAL SUBDIVISIONS 1 ACRE TO 2.99 ACRES		TRADITIONAL SUBDIVISIONS 3 ACRES TO 4.99 ACRES		TRADITIONAL SUBDIVISIONS 5 ACRES OR GREATER	CONSERVATION SUBDIVISIONS	
V [2]	Residential Structures	50 feet				150 feet		Not Applicable
	Nonresidential Structures	50 feet						Not Applicable
CGV – Core Subarea	Residential Structures	50 feet				150 feet		Not Applicable
	Nonresidential Structures	Not Applicable						Not Applicable
CGV – General Subarea	Residential Structures	75 feet				150 feet		Not Applicable
	Nonresidential Structures	Not Applicable						Not Applicable
LFV – Core Subarea	Residential Structures	40 feet				150 feet		Not Applicable
	Nonresidential Structures	40 feet						Not Applicable
IFV – General Subarea	Residential Structures	75 feet				150 feet		Not Applicable
	Nonresidential Structures	100 feet						Not Applicable
NC	See Section 10.02:(L): Neighborhood Conservation District (NC).							
NCMH	See Section 10.02:(M): Neighborhood Conservation District (NCMH).							
840C	Residential Structures	130 feet	160 feet	200 feet	250 feet	200 feet	60 feet	
	Nonresidential Structures	100 feet						

Revise Table 11.01-1: Table of Allowed Uses as follows:

TABLE 11.01-1: TABLE OF ALLOWED USES																							
P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED																							
USE CATEGORY	USE TYPE	A	RP-5	RD-5	V	H	CGV	GV	LFV	TV	RP-1	RD-1	SIC	MGA-1	MGA-5	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS		
AGRICULTURAL USE CLASSIFICATION																							
Agriculture	Agricultural	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P			
	Nurseries	P	P	P	P	P	P		P		P	P	P	P	P	P				P	P	Section 11.03:(A)(1)	
Agricultural Support and Services	Agri-Tourism and Education	P	P	P	S	S	S		S		P	P				S				P		Section 11.03:(A)(2)	
	Equestrian Facilities	P	P	P	S	S	S		P		S	S	S	S	S	S				P		Section 11.03:(A)(3)	
	Farm Wineries	P	P	P	P	P	P		S		P	P	P	P	P	P				P	P	Section 11.03:(A)(4)	
RESIDENTIAL USE CLASSIFICATION																							
Household Living	Congregate Independent Living Centers																				S	Section 11.03:(B)(1)	
	Conservation Subdivisions		P	P							P	P	P			P					P	Section 11.03:(B)(2)	
	Mobile Homes	P	P	P																P		Section 11.03:(B)(3)	
	Mobile Home Parks																			P		Section 11.03:(B)(4)	
	Multi-Family Dwellings				S	S								S								S	Section 11.03:(B)(5)
	Retirement Communities				S																	S	Section 11.03:(B)(6)
	Single-Family Dwellings on Parcels of Record	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P		
	Traditional Subdivisions - Major	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P		
	Traditional Subdivisions - Minor	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P		
Group Living	Congregate Assisted Living Centers																				S	Section 11.03:(B)(7)	

TABLE 11.01-1: TABLE OF ALLOWED USES

P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED

USE CATEGORY	USE TYPE	A	RP-5	RD-5	V	H	CGV	GV	LFY	TV	RP-1	RD-1	SIC	MGA-1	MGA-5	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS	
	Institutional Single-Family Homes (1-8 Residents)	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P		
	Residential Institutional				S																S	Section 11.03:(B)(8)
	Skilled Nursing Facilities																				S	Section 11.03:(B)(9)
PUBLIC AND INSTITUTIONAL USE CLASSIFICATION																						
Day Care	Day Care Centers				P	P	P		P							P					P	Section 11.03:(C)(1)
Educational Facilities	Educational Facilities		P	P	P	P	P		P		P	P	P	P	P	P	P	P			P	Section 11.03:(C)(2)
	Educational Facilities, Higher		P	P			S		S												P	Section 11.03:(C)(3)
Government Facilities	Government Maintenance, Storage, or Distributional Facilities	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.03:(C)(4)
	Government Offices				P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	
	Public Safety Services	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	
Health Care Facilities	Hospitals																				S	Section 11.03:(C)(5)
	Medical or Dental Clinics				P	P	P		P							P					P	
	Outpatient Facilities				P	P	P		P							P					P	
	Rehabilitation Center																				S	Section 11.03:(C)(6)
Institutions	Clubs or Lodges				P	P	P		P							P				P	P	
	Cultural Institutions				P	P	P		P							P				P	P	Section 11.03:(C)(7)
	Religious Institutions		P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.03:(C)(8)
Parks and Open Areas	Commercial Cemeteries									S	S	S	S	S					S	S	Section 11.03:(C)(9)	

TABLE 11.01-1: TABLE OF ALLOWED USES

P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED

USE CATEGORY	USE TYPE	A	RP-5	RD-5	V	H	CGV	GV	LFV	TV	RP-1	RD-1	SIC	MGA-1	MGA-5	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS	
	Park or General Open Space	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P		
Transportation and Utilities	Airports, Landing Strips, and Heliports, Private	S	S	S																	Section 11.03:(C)(10)	
	Airports, Landing Strips, and Heliports, Public																		S		Section 11.03:(C)(11)	
	Utilities	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	Section 11.03:(C)(12)	
	Wireless Telecommunication Facilities	Permitted or Special Use as Established in Section 11.03:(C)(13).																			Section 11.03:(C)(13)	
COMMERCIAL USE CLASSIFICATION																						
Adult Entertainment	Adult-Oriented Establishments																			S	Section 11.03:(D)(1)	
Animal Care	Animal Boarding Facilities	P	S	S															P	S	Section 11.03:(D)(2)	
	Animal Hospitals or Veterinarian Clinics or Animal Grooming	P	P	P	P	P	P		P							P					P	
	Animal Hospitals or Veterinarian Clinics with Animal Boarding	P	S	S					S											P	S	Section 11.03:(D)(3)
Conference or Training Center	Conference Centers				S				S												S	Section 11.03:(D)(4)
	Rural Retreats – Extensive	P	P	P			S		S		P	P		P	P							Section 11.03:(D)(5)
	Rural Retreats – Limited	P	P	P	P	P	P		P		P	P		P	P	P						Section 11.03:(D)(6)
Eating and Drinking	Bars or Taverns				P	P	P		P							P				P	P	

TABLE 11.01-1: TABLE OF ALLOWED USES

P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED

USE CATEGORY	USE TYPE	A	RP-5	RD-5	V	H	CGV	GV	EFV	TV	RP-1	RD-1	SIC	MGA-1	MGA-5	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS	
Establishments	Drive-In Restaurants																			P		
	Restaurants				P	P	P		P							P			P	P		
	Specialty Eating or Drinking Establishment				P	P	P		P							P			P	P		
Offices	Offices				P	P	P		P							P			P	P		
Parking, Commercial	Parking Lot, Stand-Alone								P												Section 11.03:(D)(7)	
Recreation/ Entertainment Facilities	Golf Courses	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P		
	Golf Driving Ranges	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P		
	Private Recreational Centers		P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	Section 11.03:(D)(8)	
	Recreational and Athletic Facilities, Indoor				P		S		S												P	Section 11.03:(D)(9)
	Recreational and Athletic Facilities, Outdoor		S	S	S	S	S		S		S	S				S		P	P	S	Section 11.03:(D)(10)	
	Stadiums and Arenas																				S	Section 11.03:(D)(11)
Retail Sales and Services	Bank or Financial Institutions				P	P	P		P							P				P		
	Funeral Homes				S		S		S												S	
	Convenience Stores without Gasoline Sales				P	P	P		P							P				P		
	Convenience Stores with Gasoline Sales				P	P	S		S							P				P	Section 11.03:(D)(12)	
	Entertainment Establishments				S	S	S		S							S					S	
	Mixed Use/Multi-Tenant Developments				S	S	S		S							S					S	Section 11.03:(D)(13)

TABLE 11.01-1: TABLE OF ALLOWED USES

P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED

USE CATEGORY	USE TYPE	A	RP-5	RD-5	V	H	CGV	GV	LFV	TV	RP-I	RD-I	SIC	MGA-I	MGA-S	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS
	Liquor Store				S	S	S		S							S				S	
	Grocery Store				P	P	P		P							P				P	
	Personal Service Establishments				P	P	P		P							P				P	
	Retail Sales and Service, Extensive				S	S										S			P	S	Section 11.03:(D)(14)
	Retail Sales and Service, General				P	P	P		P							P			P	P	
Self-Service Storage	Self-Service Storage				S	S										S			P	S	Section 11.03:(D)(15)
Vehicle/ Machinery Sales and Service	Automotive and Machinery Repair				S	S	S		S							S				P	Section 11.03:(D)(16)
	Automotive and Machinery Rental or Sales																		P	P	
	Vehicle Washing Establishment				P		S													P	
	Truck Stops																			S	Section 11.03:(D)(17)
Visitor Accommodations	Bed and Breakfast Establishments	P	P	P	P	P	P		P		S	S	S			P				S	Section 11.03:(D)(18)
	Hotels				S		S		S											S	
INDUSTRIAL USE CLASSIFICATION																					
Extractive Industry	Rock Quarries		S	S																S	Section 11.03:(E)(1)
	Mining Operations		S	S																S	Section 11.03:(E)(1)
Industrial Uses	General Industrial Services				S	S										S			P	P	
	Light Industrial Uses				S	S	S		S							S			P	P	Section 11.03:(E)(2)
	Heavy Industrial Uses																		S	S	Section 11.03:(E)(3)

TABLE 11.01-1: TABLE OF ALLOWED USES

P = PERMITTED S = SPECIAL USE BLANK CELL = PROHIBITED

USE CATEGORY	USE TYPE	A	RP-S	RD-S	V	H	CGV	GV	LFV	TV	RP-I	RD-I	SIC	MGA-I	MGA-S	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS
	Research and Development Facilities																		P	P	
	Warehouses					S										S			P	P	
Waste Related Services	Landfills, Private		S	S															S		Section 11.03:(E)(4)
	Nontraditional Wastewater Treatment and Disposal Systems	P	P	P	P	P	P		P		P	P	P	P	P		P	P	P	P	Section 11.03:(E)(5)
	Recycling Drop-Off and Other Drop-Off Centers		P	P	P	P	P		P		P	P	P	P	P	P			P	P	Section 11.03:(E)(6)
	Recycling Centers					S										S			S	S	Section 11.03:(E)(7)
	Salvage Centers					S										S			S	S	Section 11.03:(E)(8)
	Trash Compaction and Transfer Stations																			S	S

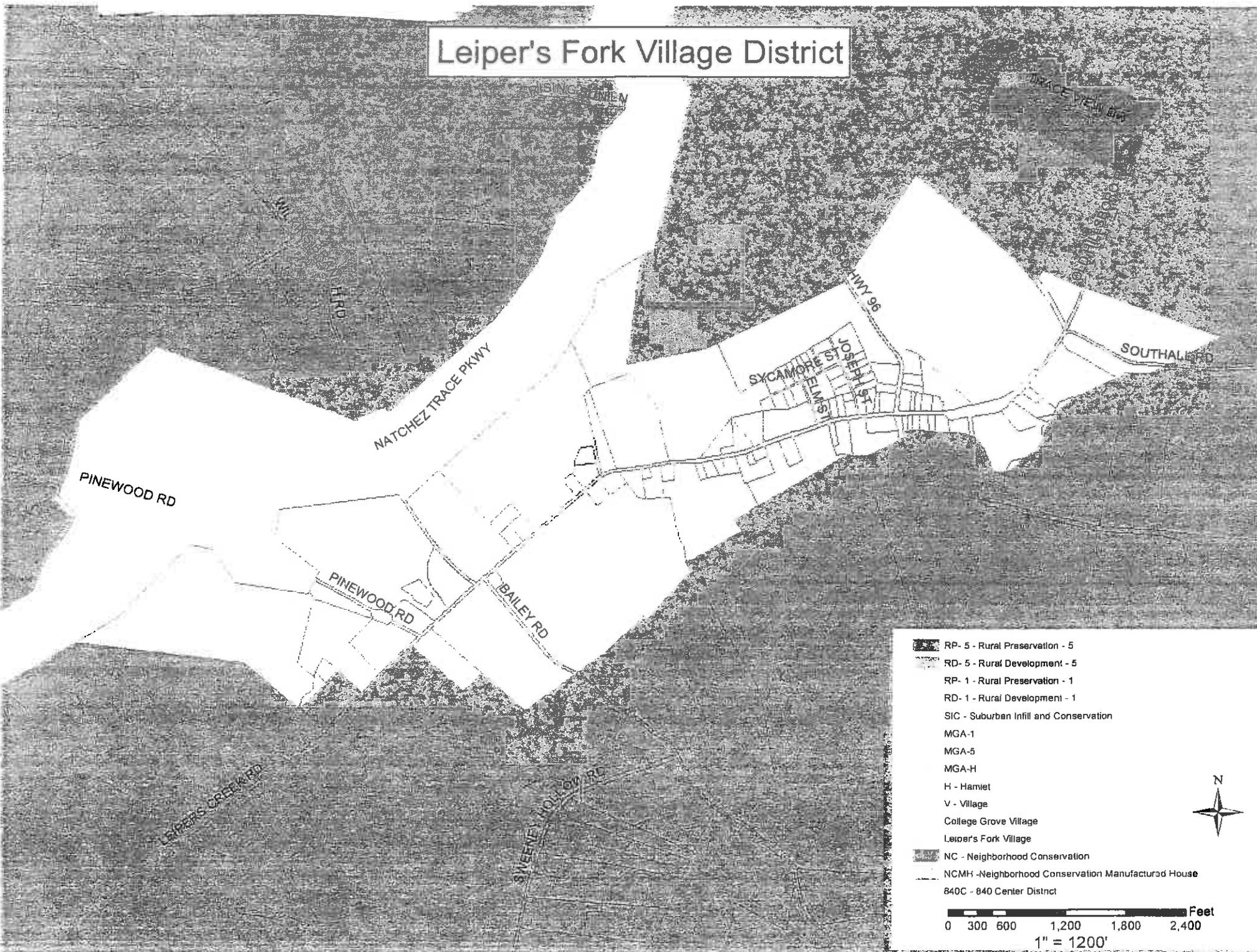
Revise Table 11.04-1: Permitted Accessory Uses and Structures as follows:

TABLE 11.04-1: PERMITTED ACCESSORY USES AND STRUCTURES																				
P = PERMITTED USE S = SPECIAL USE BLANK = PROHIBITED																				
	A	RD-5	RP-5	V	H	CGV	GV	LFV	TV	RD-1	RP-1	SIC	MGA-1	MGA-5	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS
Accessory Dwelling Units	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P		P	Section 11.04:(D)(1)
Accessory Dwelling Units, Commercial				P	P	P		P							P				P	Section 11.04:(D)(2)
Additional Principal Dwellings	P	P	P	P	P	P		P		P	P	P	P	P	P				P	Section 11.04:(D)(3)
Agricultural Product Sales	P	P	P	P	P	P		P		P	P	P			P			P	P	Section 11.04:(D)(4)
Cemeteries, Accessory		P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	Section 11.04:(D)(5)
Day Care Centers Accessory to an Institutional Use		P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	Section 11.04:(D)(6)
Family Child Care Homes	P	P	P	P	P	P		P		S	S	S	S	S	P	S	S		P	Section 11.04:(D)(7)
Garages and Carports	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	
Greenhouses Accessory to a Residential Use	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	
Group Child Care Homes	S	S	S	S	S	S		S		S	S	S	S	S	S	S				Section 11.04:(D)(8)
Home Occupations	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	Section 11.04:(D)(9)
Residential Businesses	S	S	S	S	S	S		S		S	S	S			S					Section 11.04:(D)(10)
Retaining Walls	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	Section 11.04:(D)(14)
Small-Scale Wind Energy Turbines (SWET)	P	P	P							P	P	P	P	P					P	Section 11.04:(D)(11)
Solar Panels	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	Section 11.04:(D)(12)
Stables Accessory to a Residential Use	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	
Stadiums and Arenas Accessory to an Educational Facility		P	P	P	P	P		P		P	P	P	P	P	P	P			P	
Swimming Pools	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	Section 11.04:(D)(13)

Revise Table 11.05-1: Permitted Temporary Uses and Structures as follows:

TABLE 11.05-1: PERMITTED TEMPORARY USES AND STRUCTURES																					
P = PERMITTED USE S = SPECIAL USE BLANK = PROHIBITED																					
	A	RD-5	RP-5	V	H	CGV	GV	LFV	TV	RD-1	RP-1	SIC	MGA-1	MGA-5	MGA-H	NC	NCMH	AP	840C	ADDITIONAL REQUIREMENTS	
Acceptance of Fill Material	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(1)
Borrow Pit	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(2)
Contractor's Office and Construction Equipment Sheds	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(3)
Firework Sales				P	P	P		P							P					P	Section 11.05:(D)(4)
Produce Stand/Seasonal Sales	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(5)
Real Estate Sales Office/Model Home Sales	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(6)
Special Events-Extensive Impact	S	S	S	S	S	S		S		S	S	S	S	S	S	S	S	S	S	S	Section 11.05:(D)(7)
Special Events-Limited Impact	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(8)
Temporary Asphalt, Asphalt Reprocessing Plants, or Rock Quarries	P	P	P	P	P					P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(9)
Temporary Shelter	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(10)
Temporary Storage in Portable Shipping Containers	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	Section 11.05:(D)(11)
Temporary Structures Related to Institutional Uses	P	P	P	P	P	P		P		P	P	P	P	P	P					P	Section 11.05:(D)(12)

Leiper's Fork Village District



	RP-5 - Rural Preservation - 5
	RD-5 - Rural Development - 5
	RP-1 - Rural Preservation - 1
	RD-1 - Rural Development - 1
	SIC - Suburban Infill and Conservation
	MGA-1
	MGA-5
	MGA-H
	H - Hamlet
	V - Village
	College Grove Village
	Leiper's Fork Village
	NC - Neighborhood Conservation
	NCMH - Neighborhood Conservation Manufactured House
	840C - 840 Center District

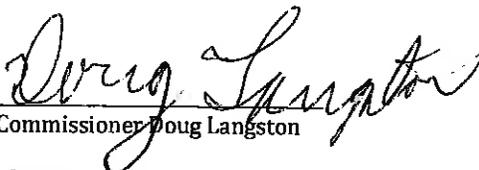
0 300 600 1,200 1,800 2,400 Feet

1" = 1200'

RESOLUTION APPROPRIATING \$347,885 WITHIN THE 2012-2013 GENERAL PURPOSE SCHOOL OPERATING BUDGET FOR ADDITIONAL REGULAR and/or SPECIAL EDUCATION TEACHERS FROM UNDESIGNATED FUND BALANCE

- WHEREAS,** based on where students enrolled and attended class at the different schools and in anticipation of future need, it has been determined that we need up to 6 additional teachers to meet the state's standards; and
- WHEREAS,** there is an immediate need to create 2 classrooms for students with behavioral issues which will be placed at Winstead Elementary, and hire 2 special education teachers to be placed in these classrooms; and
- WHEREAS,** \$347,885 needs to be appropriated to include salary and benefits for teachers and the related materials and supplies (BEP) required by these standards; and
- WHEREAS,** it is understood that only positions required by actual enrollment numbers will be hired, and any positions not hired will revert to fund balance at the end of the fiscal year; and
- NOW, THEREFORE BE IT RESOLVED,** that the Williamson County Board of County Commissioners meeting in regular session on November 13, 2012 amend the 2012-2013 General Purpose School Fund as follows:

Revenue		No. of Pos.	
141.39000	Undesignated Fund Balance		\$347,885
Expenditure			
141.71100.5116	Teachers	6	\$193,200
141.71100.5201	Social Security		11,970
141.71100.5204	Retirement		17,150
141.71100.5206	Life Insurance		180
141.71100.5207	Medical Insurance		33,240
141.71100.5208	Dental Insurance		870
141.71100.5212	Medicare		2,800
141.71100.5429	Materials and Supplies		1,600
141.71200.5116	Teachers	2	64,400
141.71200.5201	Social Security		3,990
141.71200.5204	Retirement		5,720
141.71200.5206	Life Insurance		60
141.71200.5207	Medical Insurance		11,080
141.71200.5208	Dental Insurance		290
141.71200.5212	Medicare		935
141.71200.5429	Materials and Supplies		400
	Total		\$347,885


 Commissioner Doug Langston

Committees Referred to and Action Taken

School Board	Yes <u>10</u>	No <u> </u>
Education	Yes <u> 7</u>	No <u> 0</u>
Budget	Yes <u> 5</u>	No <u> 0</u>
Commission	Yes <u> </u>	No <u> </u>

 Elaine Anderson-County Clerk

 Jack Walton- Commission Chairman

 Date

 Rogers Anderson-County Mayor

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF \$6,041,050 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2012-2013 CAPITAL NEEDS

WHEREAS, there is a need for capital expenditures within the maintenance, technology and transportation 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
Transportation- Replacement Buses		\$279,000
Total Capital Request	\$ 6,041,050	

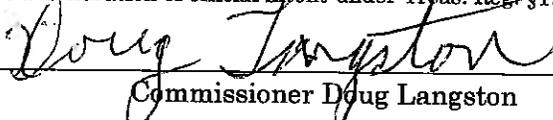
WHEREAS, a similar resolution was submitted in July 2012 for funding of our yearly capital needs for maintenance and technology and was approved by the commission to be paid from existing funds; and

WHEREAS, after using over nine million dollars of the General Purpose School Fund balance to fund the 2012-2013 General Purpose School budget, there is an insufficient fund balance remaining in this fund to meet this need; and

WHEREAS, there are no uncommitted left over bond funds that can be used at this time for this purpose, it is still necessary that these projects be accomplished, the Board is requesting an intent to fund in order to fund this request for the above noted purposes;

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on November 13, 2012 approve \$6,041,050 as noted in the projects above and take the appropriate actions that are necessary to fund this amount.

BE IT ALSO FURTHER RESOLVED, that the County may fund the \$6,041,050 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 Doug Langston

Committees Referred to & Action Taken

- | | |
|--------------------------|--------------------------------|
| 1. School Board | Yes <u>10</u> No <u> </u> |
| 2. Education | Yes <u> 2</u> No <u> 5</u> |
| 3. Budget | Yes <u> 1</u> No <u> 4</u> |
| COMMISSION ACTION TAKEN: | Yes <u> </u> No <u> </u> |

 Elaine Anderson-County Clerk

 Jack Walton-Commission Chairman

 Date

 Rogers Anderson-County Mayor

RESOLUTION NO. 11-12-4
Requested by: Board of Education

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF \$22,250,000 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2012-2013 NEW BUILDINGS, ADDITIONS and RENOVATION CAPITAL NEEDS

WHEREAS, the Williamson County Board of Education has reviewed and revised its 5 year capital outlay plan based on current needs and enrollment projections: and

WHEREAS, the Board is requesting approval of funding not to exceed \$22,250,000 for the following projects:

	Rural Debt	General Debt
Northeast High School Phase 1		\$1,500,000
Northeast K-8 School Phase I	\$1,000,000	
High Schools ' Running track overlays		50,000
BMS/BHS Auditorium (Master plan)	6,000,000	6,000,000
Centennial Multipurpose/Auditorium		3,500,000
Phase 1 Middle Schools Auditorium (FVMS,WMS)	4,200,000	
	\$11,200,000	\$11,050,000

Total New Buildings, Additions, Renovations **\$22,250,000**

WHEREAS, this resolution's purpose is to obtain the Williamson County Commission's approval of the aforementioned projects, with funding for these needs being requested based upon a cash needs basis for the related contracting and payment for the design and construction of these projects;

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on November 13, 2012 approve \$22,250,000 as noted in the projects above and take the appropriate actions that are necessary to fund this amount.

BE IT ALSO FURTHER RESOLVED, that the County may fund the \$22,250,000 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 Doug Langston

Committees Referred to & Action Taken

- | | |
|--------------------------|--------------------------------|
| 1. School Board | Yes <u>10</u> No <u> </u> |
| 2. Education | Yes <u> 1</u> No <u> 6</u> |
| 3. Budget | Yes <u> 0</u> No <u> 5</u> |
| COMMISSION ACTION TAKEN: | Yes <u> </u> No <u> </u> |

Elaine Anderson-County Clerk

Jack Walton-Commission Chairman

Date

Rogers Anderson-County Mayor

RESOLUTION NO. 11-12-5
Requested by: Board of Education

10/16/12
10:45 a.m.
JW

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF \$2,940,000 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2012-2013 MAJOR ASPHALT AND ROOFING CAPITAL NEEDS

WHEREAS, the Williamson County Board of Education has reviewed and revised its 5 year capital outlay plan based on current needs and assessment audits for pavement and roofing projects: and

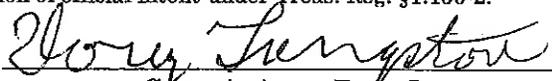
WHEREAS, the Board is requesting approval of funding not to exceed **\$2,940,000** for the following projects:

	Rural Debt	General Debt
ASPHALT PAVING PROJECTS	\$355,000	\$895,000
ROOF REPLACEMENTS	160,000	1,530,000
	<u>\$515,000</u>	<u>\$2,425,000</u>
Total ASPHALT AND ROOFING PROJECTS	\$2,940,000	

WHEREAS, this resolution's purpose is to obtain the Williamson County Commissioners' approval of the aforementioned projects, with funding for these needs being requested based upon a cash needs basis for the related contracting and payment for completion of these projects;

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on November 13, 2012 approve **\$2,940,000** as noted in the projects above and take the appropriate actions that are necessary to fund this amount.

BE IT ALSO FURTHER RESOLVED, that the County *may* fund the **\$2,940,000** 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 Doug Langston

Committees Referred to & Action Taken

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

Elaine Anderson-County Clerk

Jack Walton-Commission Chairman

Date

Rogers Anderson-County Mayor

11.12.intent- asphalt.roofing.docx

Resolution No. 11-12-13
Requested by: Parks & Recreation Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
PARKS & RECREATION BUDGET BY \$4,900 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Parks & Recreation Department has received donations totaling \$4,900 from several Community Associations to be utilized to offset expenses for the hiring and scheduling of umpires and supervisors that work at the various association's Softball Leagues, and;

WHEREAS, these funds were unanticipated during the budget preparation process;

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

EXPENDITURES:

Part-time Officials \$4,900
(101.56700.169.001)

REVENUES:

Donations \$4,900
(101.48610.004)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee For Against
Budget Committee For 5 Against 0

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

10/25/12

3:45 p.m.

JW

Resolution No. 11-12-15

Requested by: General Sessions Judges' Ofc

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
GENERAL SESSIONS BUDGET BY \$2,030 - REVENUES TO
COME FROM PROBATION FEES**

WHEREAS, the 2012-13 budget for evaluation and drug testing expenses are currently exceeding budgeted projections; and,

WHEREAS, these funds are necessary to effectively monitor compliance by probationers with the terms of their probation; and,

WHEREAS, sufficient probations fees have been collected to offset this expense;

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

EXPENDITURES:

Evaluation & Testing \$2,030.00
(101.53300.322)

REVENUES:

Probation Fees \$2,030.00
(101.43393)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfct/Public Safety Cmte. For 5 Against 0

Budget Committee For 5 Against 0

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

Elaine Anderson-County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 11-12-16
Requested by Sheriff's Department

RESOLUTION ACCEPTING A DONATION OF \$50,000.00 FROM THE MARTIN FOUNDATION FOR EQUIPMENT, UNIFORMS AND TRAINING

WHEREAS, *Tennessee Code Annotated, Section 5-8-101, et. seq.* provides that a county government may accept donations of money, intangible personal property, tangible personal property and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and

WHEREAS, The Martin Foundation desires to donate \$50,000.00 to the Williamson County Sheriff's Department to be used for equipment, uniforms, and training; and

WHEREAS, the Sheriff's Department desires Williamson County to accept the donation on its behalf; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the generous donation of \$50,000.00 from The Martin Foundation on behalf of the Sheriff's Department:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of November, 2012, on behalf of the Williamson County Sheriff's Department, accepts the generous donation of \$50,000.00 from The Martin Foundation to be used by the Sheriff's Department for equipment, uniforms, training and other related law enforcement purposes.

AND BE IT FURTHER RESOLVED that the Sheriff's Department budget be amended, and the funds be appropriated as follows:

<u>REVENUE:</u>	
101.48610 – Donations	\$50,000.00
<u>EXPENDITURE:</u>	
101.54110.499 – Reserve Division	\$30,000.00
101.54110.716 – Tactical Equipment	\$20,000.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 11-12-19
Requested by: Animal Control Director

10/25/12
3:45 p.m.
JW

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE AMERICAN SOCIETY OF PREVENTION OF CRUELTY TO ANIMALS AND APPROPRIATING AND AMENDING THE 2012-13 ANIMAL CONTROL BUDGET BY \$2,500.00

WHEREAS, Williamson County Animal Control applied to the American Society of Prevention of Cruelty to Animals (ASPCA) for grant funds for the purpose of hosting a Subaru Share the Love Shelter-Dealership animal adoption event; and

WHEREAS, the grant has been awarded to Williamson County in the amount of \$2,500.00; and

WHEREAS, the grant requires no matching funds from the County; 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 ASPCA; and

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of November, 2012, authorizes the Williamson County Mayor to execute a grant agreement with the ASPCA, as well as all other related documents necessary to receive the grant funding;

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

REVENUES

Other State Grants – Animal Control \$2,500.00
(101.46980.007)

EXPENDITURES

Other Supplies & Materials \$2,500.00
(101.55120.499)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0 Pass Out

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

10/29/12
11:55 a.m.
JW

RESOLUTION No. 11-12-21
Requested by: Solid Waste Director

RESOLUTION APPROPRIATING AND AMENDING THE 2012-13 SOLID WASTE/SANITATION BUDGET BY \$12,600.00 FOR EXPENSES RELATED TO THE LIVING GREEN EXPO-REVENUE TO COME FROM RENTALS AND SPONSORSHIP FEES

WHEREAS, Keep Williamson Beautiful conducted a Living Green Expo in August 2012; and whereas, funds were received for booth rentals and sponsorships for the Living Green Expo; and,

WHEREAS, these funds were not anticipated during the 2012-13 budget preparation process and need to be appropriated to offset expenses incurred with the expo;

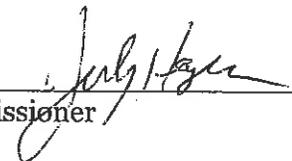
NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 13th day of November, 2012, amends the Solid Waste/Sanitation budget as follows:

Expenditures:

Other Charges/Living Green Expo
(116.55710.599.002) \$12,600.00

Revenues:

Other Local Revenues
(116.44990) \$ 4,500.00
Unappropriated Solid Waste Fund Balance
(116.39000) \$ 8,100.00
\$12,600.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Municipal Solid Waste Board For 5 Against 0 Pass _____ Out _____
Budget Committee For 5 Against 0 Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 11-12-25 Late-Filed
Requested by: Sheriff's Department

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE STATE OF TENNESSEE-DEPARTMENT OF TRANSPORTATION FOR A HIGHWAY SAFETY GRANT FOR THE "COMET DEMONSTRATION PROJECT" AND APPROPRIATING AND AMENDING THE 2012-13 SHERIFF'S DEPARTMENT BUDGET BY \$10,000 - REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, highway traffic safety grant funds are available through the Tennessee Department of Transportation-Governor's Highway Safety Office; and,

WHEREAS, the Sheriff's Department has applied for and received grant funds through this program, which can be utilized for personnel expenses associated with the following:

- * participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as activities to promote high visibility highway safety campaigns;
- * provide training to increase skills and knowledge, including, but not limited to: At-Scene traffic Crash Investigations; SFST, Traffic Stops, Radar Training, Officer Spanish Communication; and,
- * education and networking opportunities for law enforcement officials and other community stakeholders;

WHEREAS, these grant funds are based on reimbursements and received on a quarterly basis;

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

EXPENDITURES:

Salaries-overtime (101.54110.187) \$10,000.00

REVENUES:

Other State Grant-Highway Safety \$10,000.00
(101.46980.006)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfc/Public Safety Committee For _____ Against _____
Budget Committee For 5 Against 0

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

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Nov 10/25/12
3:45 p.m.
JW

Resolution No. 11-12-10
Requested by: Director of Solid Waste Department

**RESOLUTION DECLARING CERTAIN EQUIPMENT AS SURPLUS
PROPERTY AND AUTHORIZING THE SALE OF THE EQUIPMENT**

WHEREAS, pursuant to *Tennessee Code Annotated, Section, 5-14-108*, county owned property must first be declared as surplus by the local legislative body before it can be sold;

WHEREAS, Williamson County is the owner of the following equipment;
2003 Mack Rolloff Truck
1M2AG11C53M006058
Asset #8803

WHEREAS, the Williamson County Legislative Body has determined that the Equipment is no longer needed by Williamson County and as such declares it surplus; and

WHEREAS, because the Equipment is no longer needed by Williamson County it is proper to declare such property surplus and to authorize the sale of the Equipment.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 13th day of November, 2012, declare that the County owned equipment listed above is either unneeded or unusable in its current condition and therefore, surplus property, and authorizes the Williamson County Mayor to sell the property.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Solid Waste Board: For 5 Against 0
Budget Committee: For 5 Against 0

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

10/25/12
3:45 p.m.
JW

Resolution No. 11-12-11
Requested by Parks and Recreation Director

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE
A SPONSORSHIP AGREEMENT WITH DICK'S SPORTING GOODS**

- WHEREAS,** Williamson County, ("County"), is a governmental entity of the State of Tennessee which operates several parks and recreational fields and facilities through its Parks and Recreation Department; and
- WHEREAS,** Dick's Sporting Goods, a for-profit company, has agreed to pay to the Williamson County Parks and Recreation a sponsorship fee of \$900.00; and
- WHEREAS,** in consideration for the sponsorship fee, Williamson County Parks and Recreation will permit Dick's Sporting Goods to display one banner at the Academy Park Gymnasium up until April 1, 2013; and
- WHEREAS,** pursuant to Attorney General Opinion 01-003, county governments are authorized to lease space on county facilities to for-profit entities as long as the building is being used for a public purpose and the use is incidental to the public use of the facility; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the County Mayor to execute the sponsorship agreement with Dick's Sporting Goods:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of November, 2012, authorizes the Williamson County Mayor to execute the sponsorship agreement with Dick's Sporting Goods, as well as all other related documents necessary to fulfill the County's obligations contained in the sponsorship agreement.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

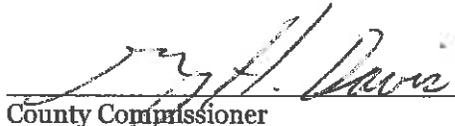
Date

Resolution No. 11-12-12
Requested by: Parks and Recreation Department

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A RENTAL AGREEMENT WITH ROLLING HILLS COMMUNITY CHURCH FOR USE OF THEIR AUDITORIUM FOR HOLIDAY DANCE RECITAL

- WHEREAS,** Williamson County, ("County"), is a governmental entity that is authorized to enter into rental agreements upon approval of the Williamson County Board of Commissioners; and
- WHEREAS,** the Parks and Recreation Department desires to present a holiday dance recital to be held on December 14 and December 15, 2012 at the facility owned by Rolling Hills Community Church; and
- WHEREAS,** Rolling Hills Community Church has agreed to lease their auditorium and backstage area for the provision of the holiday dance recital; and
- WHEREAS,** the Williamson County Board of Commissioners finds it is in the interest of the citizens of Williamson County to authorize the County Mayor to execute the rental agreement with Rolling Hills Community Church:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of November, 2012, hereby authorizes the County Mayor to execute a rental agreement for the presentation of a holiday dance recital as well as any subsequent amendments which do not materially alter the contract terms, and all other related documents required to rent the auditorium and backstage area from Rolling Hills Community Church.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Recreation Committee: For _____ Against _____

Budget Committee: For 5 Against 0

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

Elaine Anderson County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

RESOLUTION NO. 11-12-17
Requested by: Emergency Management Director

10/25/12
3:45 p.m.
س

**RESOLUTION TO ADOPT THE AMENDED
WILLIAMSON COUNTY MULTI-HAZARD MITIGATION PLAN AND AUTHORIZE THE
COUNTY MAYOR TO SIGN THE LETTER AGREEMENT**

- WHEREAS,** the Williamson County Emergency Management Agency was created by the authority granted by the State of Tennessee through Tennessee Code Annotated Section 58-2-101, et. seq.; and
- WHEREAS,** the Williamson County Emergency Management Agency is responsible for establishing and coordinating mitigation, preparedness, response, and recovery activities for all emergency and disaster events; and
- WHEREAS,** in order to receive certain federal grants under the Robert T. Stafford Disaster Relief and Emergency Assistance, counties are required to adopt a Multi-Hazard Mitigation Plan which is required under 44 CFR § 201.6 to be updated every 5 years; and
- WHEREAS,** in 2007, with the cooperation and assistance of the municipalities, the Williamson County Board of Commissioners created, adopted and submitted its Multi-Hazard Mitigation Plan to the Federal Emergency Management Agency which was approved; and
- WHEREAS,** finding that it is in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners approves the amended Williamson County Multi-Hazard Mitigation Plan and authorizes the County Mayor to sign the letter agreement:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of November, 2012, hereby adopts the amended Williamson County Multi-Hazard Mitigation Plan and authorizes the Williamson County Mayor to sign the letter agreement;

AND BE IT FURTHER RESOLVED, that the Williamson County Emergency Management Agency is directed to submit the adopted amended Multi-Hazard Mitigation Plan and the signed letter agreement to the Federal Emergency Management Agency, and if required, to the Tennessee Emergency Management Agency.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

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

Budget Committee: For: 5 Against: 0

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson, County Mayor

Date

10/25/12
3:45 p.m.
JW

Resolution No. 11-12-18
Requested by: Public Safety Director

**RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SPRING HILL
CONCERNING OPERATION OF SIRENS AS PART OF AN OUTDOOR WARNING SYSTEM**

- WHEREAS,** Williamson County and the City of Spring Hill are Tennessee governmental entities formed under the laws of Tennessee and granted with the authority to enter into memorandum of understandings for the joint provision of services; and
- WHEREAS,** the City recently installed sirens as part of its outdoor warning system to provide early warning of possible harmful weather or other disasters; and
- WHEREAS,** the County operates sirens within Spring Hill's city limits as part of its countywide outdoor warning system; and
- WHEREAS,** the parties have determined that it would be more efficient if Williamson County, through its Office of Public Safety, initiates both systems at the same time in the event of possible harmful weather or other disasters as well as during periodic testing; and
- WHEREAS,** each party will remain responsible for the maintenance and repair of its outdoor warning systems; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of its citizens to enter into the attached MOU with the City of Spring Hill for the operation of sirens owned by the City and maintained as part of the City's outdoor warning system:

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Williamson County, meeting on this the 13th day of November, 2012, authorize the County Mayor to enter into a Memorandum of Understanding with the City of Spring Hill and all other documentation needed for the operation of the City's sirens by the Office of Public Safety in conjunction with the County's sirens located in the City limits.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>6</u> Against <u>0</u>
Budget Committee	For <u>5</u> Against <u>0</u>
Commission Action Taken:	For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN WILLIAMSON COUNTY AND THE CITY OF SPRING HILL**

THIS MEMORANDUM OF UNDERSTANDING, ("MOU"), is entered into by and between WILLIAMSON COUNTY, ("County"), on behalf of its Office of Public Safety, ("Department"), and the CITY OF SPRING HILL, ("City"), for mutual cooperation between the two entities for the provision and operation of an Outdoor Warning System ("OWS").

- I. **Parties.** The County and City are Tennessee governmental entities and as such are authorized to execute cooperative memorandums of understanding.
- II. **Purpose of MOU.** The City and the County own, operate, and maintain separate OWS's within the City's boundaries. The City has requested that the Williamson County Public Safety Office operate the City's OWS in conjunction with the County's OWS that is located within the City's jurisdictional boundaries.
- III. **Funding.** Consideration for this MOU shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by either party. Each party shall be responsible for its costs associated with the responsibilities contained herein.
- IV. **County's Responsibilities.**
 - a. The Department agrees to set off the City's sirens when the Department sets off the County's sirens located within the City's boundaries. This Department may set off the City's sirens when it conducts its periodic siren testing.
 - b. The County shall remain responsible for maintaining its OWS and its related activation infrastructure.
 - c. The County shall not be responsible for any injury, death or damages that may result from the Department's failure to set off the City's sirens.
- V. **City's Responsibilities.**
 - a. City shall be responsible for the purchase, installation, repairs, and maintenance of its OWS.
 - b. City shall be solely responsible for ensuring its OWS remains operational.
 - c. City agrees to authorize the Department to operate its sirens in conjunction with the County sirens located within the City's boundaries.
 - d. At the Department's request, the City shall provide access to the City's OWS for the purpose of activating the sirens.
- VI. **Joint Responsibilities.** The parties agree to cooperate in good faith to compile and agree to guidelines that will provide guidance for the operation of the sirens.
- VII. **Term.** The Term of this MOU shall be for a 5 year term and shall extend from the date this MOU is fully executed to the fifth year anniversary of the execution. This MOU may not be extended unless agreed in writing by the parties. To be effective, any extension must be approved by the County's attorney for form and signed by the County Mayor. In no event shall the term of the MOU extend beyond which is permissible under Tennessee Law.
- VIII. **Termination.** Either party may terminate this MOU for any reason and at anytime by providing written notice to the other party. The termination shall be effective on the day the notice is received or on a date specified in the notice.
- IX. **Miscellaneous Terms.**
 - a. **Compliance with Laws.** The parties agree to comply with all applicable federal, state and local laws and regulations.
 - b. **Notice.** Except as otherwise provided herein, any notice or other communication between the parties hereby regarding the matters contemplated by this MOU may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

c. Addresses.

i. If to County:

Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, Tennessee 37064

ii. If to City:

Spring Hill City Hall
199 Town Center Parkway
P.O. Box 789
Spring Hill, Tennessee 37174

- d. Modification of Contract. This MOU may be modified only by written amendment executed by all parties and their signatories hereto.
- e. Discriminatory Practices. The parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, sex or which is in violation of any applicable laws.
- f. 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 MOU. 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.
- g. Nature of Memorandum of Understanding. The City and County expressly acknowledge and agree that this MOU sets forth the terms and conditions governing the role and responsibilities of each party.
- h. Severability. If any provision of this MOU is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this MOU remain legal and enforceable, the remainder of this MOU shall remain operative and binding on the parties.
- i. Required Approvals. Each party shall be responsible for receiving all approvals from the appropriate bodies prior to executing this MOU.
- j. Miscellaneous. Each party shall be liable for its actions as well as the actions of the respective party's employees, volunteers, agents, or officers. Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution form. The remedy for non-performance under this MOU shall be termination of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the _____ day of _____, 2012.

<p>WILLIAMSON COUNTY</p> <p>By: _____ Mayor Rogers Anderson</p> <p>APPROVED AS TO LEGALITY AND FORM:</p> <p>_____ Williamson County, Tennessee County Attorney</p>	<p>CITY OF SPRING HILL</p> <p>By: _____ Mayor Michael Dinwiddie</p> <p>APPROVED AS TO LEGALITY AND FORM:</p> <p>_____ City of Spring Hill City Attorney</p>
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Resolution No. 11-12-20
Requested by: County Mayor

**RESOLUTION TO SUPPORT A PROPOSAL BY WILLIAMSON MEDICAL CENTER
FOR AN EXPANSION PROJECT TO INCLUDE PEDIATRIC SERVICES**

WHEREAS, Williamson County is one of the fastest growing counties in the nation; and

WHEREAS, the 2010 census indicated a growth pattern unsurpassed in our state by any other county, with projections indicating that the population will double within the next 20 years; and

WHEREAS, a large part of this population growth is reflected in the under 18 age group; and

WHEREAS, parents whose children require specialized pediatric services frequently have to seek such services outside of our community; and

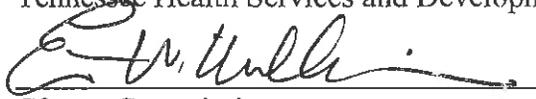
WHEREAS, Williamson County desires to be proactive in addressing the healthcare needs of our community; and

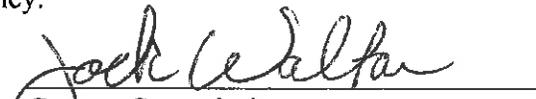
WHEREAS, dedicated pediatric services and improved operating rooms are need to go towards helping improve the health care resources in our community; and

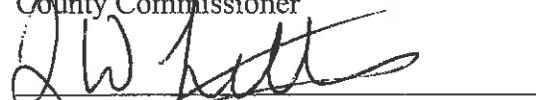
WHEREAS, in an effort to meet the growing demands for children's healthcare services in Williamson County, Williamson Medical Center application has filed a Certificate of Need (CON) request to renovate and expand its operating rooms, to establish a pediatric emergency department, and to establish pediatric inpatient services; and

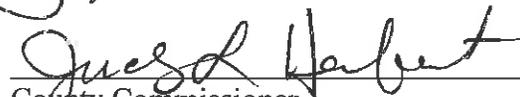
WHEREAS, last year, Williamson Medical Center announced a network affiliation with Vanderbilt University Medical Center, and the Monroe Carell Junior Children's Hospital at Vanderbilt is providing support for the pediatric services proposed in this CON.

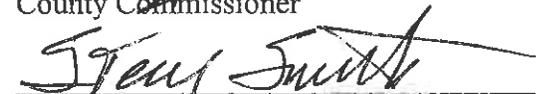
NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, meeting in regular session this the 13th day of November, 2012, hereby expresses their support of Williamson Medical Center's application to expand its healthcare services, as currently proposed to the Tennessee Health Services and Development Agency.


County Commissioner


County Commissioner


County Commissioner


County Commissioner


County Commissioner


County Commissioner

County Commissioner

Resolution No. _____ (continued)

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 5 Against 0

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

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

(WMC Proposal Expand Pediatric Services)

Resolution No. 11-12-22
Requested by: **Solid Waste Director**

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN FOR THE CONSTRUCTION OF A HOUSEHOLD HAZARDOUS WASTE FACILITY

- WHEREAS,** both Williamson County, ("County"), and the City of Franklin, ("City"), are public agencies of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*; and
- WHEREAS,** the City of Franklin has received a \$250,000.00 grant to construct a household hazardous waste facility; and
- WHEREAS,** the cost of constructing a household hazardous waste facility may exceed \$250,000.00 and will provide a centralized location for citizens of Williamson County to dispose of household hazardous waste; and
- WHEREAS,** the City has approached the County to assist in the excess cost of the facility; and
- WHEREAS,** the County shall contribute an amount equal to half of the cost exceeding \$250,000.00 up to and not to exceed \$100,000.00; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the County Mayor to execute the attached Interlocal Agreement and all other documents relating to the agreement for joint funding for the construction of a household hazardous waste facility.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of November, 2012, hereby authorizes the Williamson County Mayor to execute the attached Interlocal Agreement and all other documents with the City of Franklin to define the rights, obligations and final responsibilities of the parties in the construction of a household hazardous waste facility.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Municipal Solid Waste Board	For <u>5</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND
WILLIAMSON COUNTY, TENNESSEE FOR CONSTRUCTION OF
A HOUSEHOLD HAZARDOUS WASTE FACILITY**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and the CITY OF FRANKLIN, TENNESSEE, ("City"), a municipal government located at 109 3rd Avenue South, Franklin, Tennessee, 37064.

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

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to set forth the obligations of the County to be responsible for the funding, planning, and satisfactory completion of a household hazardous waste facility ("Facility"). The City of Franklin has received a grant for \$250,000.00 to construct the Facility. The parties understand that cost for construction of the Facility may exceed the \$250,000.00 grant funds. The County has agreed to fund one-half the cost that exceeds the grant funds up to and not to exceed \$100,000.00.

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. City's Responsibilities.

- A. The City shall be solely responsible for obtaining the grant funds and fulfillment of all obligations and responsibilities contained in the grant agreement including, but not limited to, compiling and submitting required reports, maintaining all required supporting documentation, and accounting of the funds received through the grant.
- B. The City shall be responsible for one-half of the cost for construction of the Facility that exceeds the grant funds and one-hundred percent of the cost that exceeds the County's \$100,000.00 pledge.
- C. The City shall be responsible for contracting with licensed and qualified architects and engineers required to construct the Facility. The City shall provide copies of all architectural drawings and construction plans for comment by the County.
- D. The City shall oversee all aspects of the construction of the Facility, including, but not limited to, contracting with qualified contractors, obtaining permits, licenses, approvals and inspections necessary for the construction and completion of the Facility.
- E. Upon completion of the Facility, the City shall be responsible for all aspects and costs of operation of the Facility for the provision of waste collection services.

IV. County's Responsibilities.

- A. The County shall fund one-half the cost of constructing the Facility that exceeds the grant funds up to and not to exceed \$100,000.00. Under no circumstances will the County be responsible for any other costs in excess of the \$100,000.00 unless otherwise agreed in writing by the County prior to such expense being accrued. County will pay the costs within 30 days of receiving a detailed accounting of the construction costs and calculation of the County's financial obligation concerning the construction of the Facility.
- B. The County shall cooperate with the City in reviewing the architectural drawings and construction plans and to provide comments to the City.

V. Term. The initial term of this Agreement shall be effective on the date this agreement is fully executed by the parties and shall continue until all obligations and responsibilities of the parties regarding funding and construction of Facility. The parties may agree to extend the Agreement by written agreement for three additional terms of 5 years.

VI. Termination.

- a. **Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
- b. **Termination for Convenience.** City or County may terminate this Agreement 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.

VII. Cost. Each party shall be responsible for its own cost for the satisfaction of the obligations set forth herein.

VIII. 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.

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

X. 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 FRANKLIN**
Franklin City Hall
109 Second Ave. South
Franklin, TN 37064
Attn: City Mayor

c. **Entire Agreement and Modifications in Writing.** This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

d. **Dispute Resolution.** The parties 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, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

k. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

l. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

m. **Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for 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 FRANKLIN, TENNESSEE

BY: _____

BY: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY: _____

Franklin City Attorney

Resolution No. 11-12-23
Requested by County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
PROJECT AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT
OF TRANSPORTATION FOR A REGIONWIDE INTELLIGENT
REAL-TIME AD HOC RIDESHARING PROGRAM**

WHEREAS, Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into project agreements with state and federal agencies; and

WHEREAS, Williamson County received a grant on behalf of the Transportation Management Association, ("TMA"), for a Regionwide Intelligent Real-Time Ad Hoc Ridesharing program which will provide drivers and riders the ability, among other things, to access real-time arrivals and departures for transit services by smartphone devices; and

WHEREAS, the total amount of the grant is \$800,750 and the grant share is 80% or \$640,600 with TMA providing the 20% match of \$160,150; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the project agreement with the Tennessee Department of Transportation:

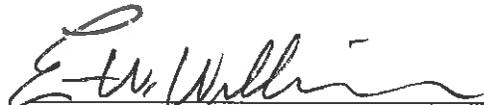
NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of November, 2012, authorizes the Williamson County Mayor to execute a project agreement with the Tennessee Department of Transportation, as well as all other related documents necessary to implement a regionwide intelligent real-time ad hoc ridesharing program.

REVENUE:

101.47590 TMA Grant \$640,600

EXPENDITURE:

101.58210.399 TMA Other Contracted Services \$640,600


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0 Pass Out

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION No. 11-12-24
Requested by: Sheriff's Department

**RESOLUTION OF THE COUNTY OF WILLIAMSON, TENNESSEE
APPROVING AN INTERLOCAL AGREEMENT WITH THE WILLIAMSON MEDICAL
CENTER FOR TRANSPORT OF PERSONS WITH MENTAL ILLNESS TO TREATMENT
FACILITIES**

WHEREAS, the Williamson County Hospital District d/b/a Williamson Medical Center is a governmental entity; and

WHEREAS, the Williamson Medical Center has the capability to assist with transport of persons with mental illness to treatment facilities; and

WHEREAS, the Williamson County Sheriff's Department is required by state law to transport persons in Williamson County with a mental illness or serious emotional disturbance detained under T.C.A. §33-6-401; and

WHEREAS, the Sheriff's Department wishes to designate WMC as a secondary transportation agent in certain circumstances as permitted by state statute.

NOW, THEREFORE, BE IT RESOLVED, by the Williamson County Board of Commissioners, meeting in regular session this the 13th day of November 2012, that:

SECTION 1. Williamson County agrees to enter into an interlocal agreement and authorizes the County Mayor to execute the interlocal agreement on behalf of Williamson County, which is attached hereto and hereby incorporated, with the Williamson County Hospital District d/b/a Williamson Medical Center as specifically authorized by Tennessee Code Annotated §12-9-108, for the purpose of designating Williamson Medical Center as a secondary transportation agent for the transport of persons with mental illness to treatment facilities.

SECTION 2. This interlocal agreement shall commence upon the signing of the interlocal agreement by both parties.

SECTION 3. This interlocal agreement shall continue until either party terminates it.

SECTION 4. Any amendment to this agreement which does not materially alter its terms may be executed by the County Mayor, including, but not limited to, renewals.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety: For 6 Against 0

Budget Committee: For 5 Against 0

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chair

Rogers Anderson, County Mayor

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN WILLIAMSON COUNTY AND WILLIAMSON MEDICAL CENTER
REGARDING TRANSPORTATION OF PERSONS WITH MENTAL ILLNESS TO
TREATMENT FACILITIES**

This Memorandum of Understanding ("MOU") is entered into by and between WILLIAMSON COUNTY, TENNESSEE (hereinafter called "County"), a political subdivision of the State of Tennessee, and WILLIAMSON COUNTY HOSPITAL DISTRICT d/b/a WILLIAMSON MEDICAL CENTER (hereinafter "WMC"), to establish the terms and responsibilities of the parties for the mutual cooperation in the transportation of persons with mental illnesses to treatment facilities.

WHEREAS, the parties have agreed to participate in and contribute to the development and enhancement of the transportation of person who are suffering from a mental illness or a serious emotional disturbance in Williamson County, Tennessee; and

WHEREAS, the Williamson County Sheriff is required under state law to transport persons in Williamson County with a mental illness or serious emotionally disturbance detained under Tenn. Code Ann. § 33-6-401, *et seq.*; and

WHEREAS, County is authorized under the laws of the State of Tennessee to designate a secondary transportation agent to assist in making such transports; and

WHEREAS, WMC agrees to become a secondary transportation agent as authorized under the laws of the State of Tennessee;

NOW THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do agree as follows:

1. County, as the statutory transporting agency under State law, hereby through its Sheriff designates WMC a secondary transportation agent under Tenn. Code Ann. § 33-6-901 for the transportation of the following individuals:
 - a. Individuals with medical conditions that warrant transportation by medical professionals, as determined by Sheriff's Office personnel; and
 - b. Individuals under ten (10) years of age.
2. The parties agree that WMC meets all of the requirements for a secondary transportation agency provided in Tenn. Code Ann. § 33-6-901. County Sheriff has consulted with County Mayor prior to the signing of the Memorandum of Understanding and the County designating WMC as a secondary transportation agent.
3. County shall provide training on mental health crisis management for secondary transportation agents and Sheriff's Office personnel in accordance with Tenn. Code Ann. § 33-6-901(c).
4. WMC, as a designated secondary transportation agent, shall be available twenty-four (24) hours per day, provide adequately for the safety and security of the persons being transported, and provide appropriate medical conditions for transporting person for involuntary hospitalization.
5. WMC, as a secondary transportation agent, shall have the same duties and authority as the Williamson County Sheriff's Office in the transportation of persons pursuant to Tenn. Code Ann. § 33-6-901, *et seq.*
6. The parties will agree upon policies and procedures for the implementation of this Memorandum of Understanding.
7. The parties agree that they shall not be responsible for the negligence of any other parties, any other law enforcement agency, or any medical professionals.

8. WMC will not provide any transportation for individuals as a secondary transportation agent that requires travel outside a fifty (50) mile radius of WMC.

9. WMC, as a secondary transportation agent, may bill the initial transporting county (other than Williamson County) for transportation costs if the person is transported to a hospital or treatment resource in a county other than the initial transporting county pursuant to Tenn. Code Ann. § 33-6-901(b).

10. This Memorandum of Understanding may be terminated by either party for any reason upon thirty (30) days written notice to the other party.

11. This Memorandum of Understanding may be amended, as conditions warrant, in writing, with the agreement of all parties.

12. This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the County and WMC, and executed in two counterparts by the authorized representatives of each party. Each counterpart shall be deemed an original of this Agreement. This Agreement shall be effective as of the date it is executed on behalf of County or WMC, whichever date falls later.

In witness whereof, this Memorandum of Understanding has been executed the day and year heretofore set out on the part of the parties by authority duly given.

WILLIAMSON COUNTY, TENNESSEE

WILLIAMSON MEDICAL CENTER

By: _____

By: _____

Date: _____

Date: _____

Late-Filed Resolution No. 11-12-26
Requested by: Commissioner Hancock

NOV 11/2/12
10:00 a.m.
JW

**RESOLUTION TO PERMIT THE SERVING
OF ALCOHOLIC BEVERAGES AT THE AGRICULTURAL
EXPOSITION CENTER FOR AN EVENT OF THE
PAIN AND SPINE CONSULTANTS**

WHEREAS, the Board of Commissioners of Williamson County has previously adopted resolutions specifically banning the storage, sale or manufacturing of beer within two thousand (2,000) feet of a place of public gathering; and

WHEREAS, the producers and organizers of the Christmas banquet for the employees of The Pain and Spine Consultants wish to offer a hospitality room of limited access with security to ensure no alcoholic beverages leave the hospitality area; and

WHEREAS, the Board of County Commissioners wish to retain oversight of the types and number of events which may include the serving of alcoholic beverages;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Williamson County, meeting in regular sessions this 13th day of November, 2012, does hereby amend and repeal previous resolutions which may be interpreted as prohibiting the serving of alcoholic beverages at the Williamson County Agricultural Exposition Center for the limited purpose of allowing the serving of alcoholic beverages at a Christmas banquet for the employees of Pain and Spine Consultants to be held December 15, 2012, and for no other purpose.

BE IT FURTHER RESOLVED, that the producers and organizers of Christmas banquet for the employees of Pain and Spine Consultants shall be required to comply with all applicable beer and liquor laws and permitting requirements of Williamson County and the State of Tennessee.



John Hancock - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date