AGENDA
WILLIAMSON COUNTY BOARD OF COMMISSIONERS

Monday, October 8, 2018 – 7:00 p.m.

I. OPEN COURT

II. INVOCATION & PLEDGE TO FLAG

III. ROLL CALL

IV. APPROVAL OF MINUTES of the regular September 10, 2018, County Commission Meeting (Copies were mailed to each member of the County Commission)

V. CITIZEN COMMUNICATION

VI. COMMUNICATIONS & MESSAGES
Action Item: Please note that the 2018 **Veterans Day** Holiday is observed on Monday, November 12 and all County offices will be closed. Per Rule #1 of the Rules of Procedure for the Board of Commissioners, the Board may, by majority vote, agree to hold the scheduled meeting on the following work day after the holiday or emergency.

VII. REPORTS OF COUNTY OFFICES – Department Heads should be prepared to make a verbal report and answer questions, upon request.

a. County Mayor – Rogers C. Anderson
b. W.C. Schools – Dr. Mike Looney, Director of Schools
c. Hospital Report – Don Webb, CEO, Williamson Medical Center
d. Health Report – Cathy Montgomery, County Health Director
e. Highway Report – Eddie Hood, Superintendent
f. Agriculture Report – Matt Horsman, Extension Leader
g. Parks & Recreation Report – Gordon Hampton, Director
h. Office of Public Safety – Bill Jorgensen, Director
i. Budget Committee – Steve Smith, Chairperson
j. Education Committee –
k. Finance (Investment) Committee – Rogers Anderson, Chairperson
l. Human Resources Committee –
m. Law Enforcement/Public Safety Committee –
n. Municipal Solid Waste Board – Ricky Jones, Board Member
o. Parks & Recreation Committee –
p. Property Committee –
q. Public Health Committee –
r. Purchasing & Insurance Committee –
s. Rules Committee –
t. Steering Committee – Matt Williams, Chairperson
u. Tax Study Committee –

Any other Committee wishing to report may do so at this time.

VIII. ELECTIONS & APPOINTMENTS

COUNTY MAYOR:

COUNTY COMMISSION:

Agricultural Committee	Vacancy	Nominee
2 year term (expiring 10/20)		Matt Williams

Steering Committee Recommendations:

STATUTORY COMMITTEES

Investment Committee
Rogers Anderson, Co. Mayor & Chair
Keith Hudson
Gregg Lawrence
Chas Morton
Karen Paris, Trustee

Audit Committee
Sean Aiello
Judy Herbert
Tommy Little

STANDING COMMITTEES

Law Enforcement/Public Safety Cmte.
Ricky Jones, Previous VC
Sean Aiello
Robbie Beal
Bert Chalfant
Judy Herbert
Erin Nations
Jerry Rainey

Property Committee
Dwight Jones, Previous VC
Sean Aiello
David Landrum
Chas Morton
Chad Story
Tom Tunnicliffe
Paul Webb

Education Committee
Robbie Beal
Brian Beathard
Betsy Hester
Dwight Jones
Erin Nations
Chad Story
Tom Tunnicliffe

Tax Study Committee
Barb Sturgeon, Previous VC
Brian Beathard
Keith Hudson
David Landrum
Gregg Lawrence

Public Health Committee
Robbie Beal
Bert Chalfant
Betsy Hester
Ricky Jones
Gregg Lawrence
Barb Sturgeon
Paul Webb

IX. CONSENT AGENDA (Reference Attachment, if applicable)

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

1) ZONING

2) APPROPRIATIONS

Resolution No.10-18-1, Resolution Amending General Purpose School the 2018-19 Budget $56,209 for an Additional Nurse for Centennial High School from Fund Balance – Commissioner Little

Resolution No. 10-18-2, Resolution Amending General Purpose School the 2018-19 Budget $38,802 for an Additional Secretary for Franklin High School from Fund Balance – Commissioner Little

Resolution No.10-18-3, Resolution Amending General Purpose School the 2018-19 Budget $121,274 for an Administration for the Entrepreneurial Innovation Center from Fund Balance – Commissioner Little

Resolution No.10-18-4, Resolution of the Williamson County Board of County Commissioners' Approval of an Intent to Fund of Up to $14,000,000 for Construction and Equipping of a Central East Elementary School– Commissioner Little

(Appropriations, continued)

Resolution No. 10-18-5, Resolution of the Williamson County Board of County Commissioners' Approval of an Intent to Fund of $7,324,000 for Improvements, New Construction and Equipping an Addition for Independence High School – Commissioner Little

Resolution No. 10-18-6, Resolution Requesting an Intent to Fund in the Amount Up to $7,300,000 for the Williamson County Board of Education for the Purpose of Funding Phase 2 of an ESCO Agreement for Replacement of Certain Assets – Commissioner Little

Resolution No. 10-18-8, Resolution Appropriating and Amending the 2018-19 County General Budget by $350,276 for Start Up Operating, Salary and Benefits Costs for the Merger of the City of Spring Hill Emergency Communications Department – Revenues to Come from Unappropriated County General Funds and Contributions for the Emergency Communications District- Commissioner Smith

Resolution No. 10-18-9, Resolution Appropriating and Amending the 2018-19 Williamson County General Sessions DUI Court Budget by $388,004 for the DUI Court Substance Abuse and Mental Health Services Grant- Revenues to Come from Federal Grant Funds- Commissioner Smith

Resolution No. 10-18-10, Resolution Appropriating and Amending the 2018-19 Williamson County Sheriff's Office Budget by $6,433.01 - Revenues to Come From Unappropriated General Funds- Commissioner Smith

Resolution No. 10-18-11, Resolution Appropriating and Amending the 2018-19 Williamson County Sheriff's Office Budget by $64,052 - Revenues From Seized Funds Resulting from a Joint Drug Investigation with Maury County, Tennessee - Commissioner Smith

Resolution No. 10-18-15, Resolution Appropriating and Amending the 2018-19 Williamson County Sheriff's Office Budget by $9,408.22 - Revenues from the Sale of a Confiscated Vehicle in Accordance with the Final Order - Commissioner Smith

Resolution No. 10-18-20, Resolution Appropriating and Amending the 2018-19 Election Commission Budget by $124,000 - Revenues from County General Fund Balance - Commissioner Smith

Resolution No. 10-18-21, Resolution Appropriating and Amending the 2018-19 Library Budget by $37,473.03 - Revenues from Donations, Contributions and Fines - Commissioner Smith

Resolution No. 10-18-22, Resolution Authorizing the Issuance, Sale and Payment of Not to Exceed $49,000,000 of County District School Bonds of Williamson County, Tennessee, Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds, and Allocating Educational Impact Fee Collections to Defray Public Improvement Expenses – Commissioner Smith

Resolution No. 10-18-23, Resolution Authorizing the Issuance, Sale and Payment of Not to Exceed $92,350,000 of General Obligation Public Improvement and School Bonds of Williamson County, Tennessee, Providing for the Levy of Taxes for the Payment of Debt Service on the Bonds, Authorizing an Interlocal Agreement Between the County and the Williamson Medical Center to Provide for the Payment by the Williamson Medical Center of a Portion of the Bonds, and Allocating Educational Impact Fee Collections to Defray Public Improvement Expenses – Commissioner Smith

3) OTHER

Resolution No. 10-18-7, Resolution Authorizing the Williamson County Mayor to Enter Into an Inter-Local Agreement with the City Of Spring Hill and the Williamson County Emergency Communications District for the merger Of Emergency Communications Dispatch – Commissioner Smith

Resolution No. 10-18-12, Resolution to Adopt the Amended Williamson County Multi-Hazard Mitigation Plan and Authorize the County Mayor to Sign the Letter Agreement – Commissioner Smith

Resolution No. 10-18-13, Resolution Authorizing the Williamson County Mayor to Enter Into a Long Term Ground Lease Agreement and Easement with Katherine Jones Fox for the Placement of a Telecommunications Tower – Commissioner Smith

Resolution No. 10-18-14, Resolution Authorizing The Williamson County Mayor To Execute An Agreement, On Behalf Of The Williamson County Sheriff's Office, With The United States Department Of Justice, Drug Enforcement Administration (DEA) For The Temporary Transfer Of A Law Enforcement/ Drug Task Force Officer – Commissioner Smith

Resolution No. 10-18-16, Resolution Authorizing the Williamson County Mayor to Approve Assignment of the Joint Conference Center Operating Agreement, Catering, And Reciprocal Easement Use Agreement Between CH Realty VI /H Franklin Cool Springs, L.L.C. and Chartwell Hospitality, LLC – Commissioner Smith

(Other, continued)

Resolution No. 10-18-17, Resolution Authorizing the Williamson County Mayor to Execute a License Agreement with the Guidance Center to Provide Space at the Williamson County Health Department Facility Located In Fairview – Commissioner Smith

Resolution No. 10-18-18, Resolution Authorizing the Williamson County Mayor to Execute an Agreement to Purchase Unimproved Property Located at 4684 Bethesda Road, Thompson's Station, Tennessee, for the Future Construction of a Community Center – Commissioner Smith

Resolution No. 10-18-19, Resolution of the Governing Body Of Williamson County, Tennessee to Implement a Trap, Neuter and Return Policy for Williamson County Animal Control and Adoption Center – Commissioner Smith

Resolution No. 10-18-24, Resolution Authorizing the Williamson County Mayor to Enter Into an Amendment to the Inter-Local Agreement with the City of Franklin to Add the Franklin Special School District as a Party, to Extend the Term of the Agreement, and to Redistribute the Half of the One-Half Percent Sales and Use Tax Increase That is Not Otherwise Allocated for Schools – Commissioner Smith

Resolution No. 10-18-25, Resolution Authorizing the Williamson County Mayor to Enter Into a Contract with the Regional Transportation Authority Concerning the Provision of Regional Bus Services – Commissioner Smith

Resolution No. 10-18-26, Resolution Authorizing the Williamson County Mayor to Enter Into Memorandum of Understanding with the Williamson County Board of Education Regarding the Use of Savings for Payment of Debt Services Realized by Energy Conservation Projects – Commissioner Smith

XII. ADJOURNMENT

Anyone requesting accommodation due to disabilities should contact Williamson County Risk Management at (615) 790-5466. This request, if possible, should be made three (3) working days prior to the meeting.

Williamson
MEDICAL CENTER

MEMORANDUM

TO: Members of the Williamson County Board of Commissioners

FROM: Lee Ann Burney, Director of Finance

DATE: October 2, 2018

SUBJECT: Monthly Report-County Commissioners

Williamson Medical Center has an agreement with Williamson County to maintain a minimum debt coverage ratio of 1.5 and to retain one year's debt payments in reserve and/or on deposit with the County Trustee. I am proud to report that as of August 31, 2018 Williamson Medical Center maintains an annual Debt Coverage ratio of 3.23 and retains $1,948,650 of debt payments in reserve.

cc:
Paul Bolin
Chief Financial Officer
Williamson Medical Center

Williamson MEDICAL CENTER

FINANCIAL STATEMENT HIGHLIGHTS

Month Ended August 31, 2018

	MONTH		YEAR TO DATE	
Actuals	**Current**	**Prior Year**	**Current**	**Prior Year**
Net Revenue	$19,627,866	$18,885,900	$38,152,193	$34,696,167
Total Operating Expenses	$19,028,597	$17,085,857	$35,512,256	$33,446,051
Net Non-Operating Rev/Exp	$19,230	$157,671	$86,045	$475,781
Net Income/Loss	**$618,499**	**$1,957,714**	**$2,725,982**	**$1,725,897**

Balance Sheet	**Current Month**	**Prior Month**	**Increase (decrease)**
Operating Account Balance	$7,823,469	$6,709,011	$1,114,458
Available to Use Cash	$37,386,428	$38,874,095	($1,487,667)
Days Cash on Hand	68.0	76.5	(8.5)
Collections	$19,070,706	$16,473,724	$2,596,982

Key Financial Stats/Indicators	**Current Month**	**13 Month Average**	**Increase (decrease)**
Admissions-Adults	812	823	(11)
Admissions-Pediatrics	9	9	0
Patient Days	2,619	2,786	(167)
Equivalent Patient Days	7,824	7,612	212
Surgeries	1,160	942	218
Emergency Room	3,132	3,126	6
Emergency Room-Pediatrics	808	925	(117)
Return on Net Revenue	3.15%	4.94%	-1.79%
Debt Coverage (1.5-Compliance Pledge to Williamson Co)	3.34	NA	

WILLIAMSON MEDICAL CENTER
STATEMENT OF CASH FLOWS
For the Period Ending August 31, 2018

BEGINNING OPERATING CASH BALANCE	$	6,709,011		
NET INCOME (LOSS) FROM OPERATIONS		618,499		
PLUS DEPRECIATION (Not a Cash Expense)		1,053,787		
SUB-TOTAL			$	8,381,297
CASH PROVIDED BY:				
DECREASE IN FUNDED DEPRECIATION	$	2,962,763		
INCREASE IN ACCRUED WAGES PAYABLE		853,552		
INCREASE IN ACCOUNTS PAYABLE		606,787		
DECREASE IN ACCOUNTS RECEIVABLE		594,013		
DECREASE IN MISC ASSETS		129,967		
INCREASE IN ACCRUED BOND INTEREST		118,971		
INCREASE IN ACCRUED EMPLOYEE BENEFITS		112,034		
CHANGE IN DEF COMP LIABILITY		54,576		
INCREASE IN PAYROLL TAXES PAYABLE		47,128		
INCREASE IN THIRD PARTY SETTLEMENTS		15,696		
DECREASE IN PREPAID EXPENSES		2,781		
TOTAL SOURCES OF CASH			$	5,498,268
CASH USED FOR:				
CHANGE IN FIXED ASSET	$	4,348,847		
DECREASE IN DUE FROM BJIT		878,034		
CHANGE IN BOND PAYMENT FUND		360,638		
INCREASE IN INVENTORY		200,386		
DECREASE IN NOTE PAYABLE-FIRST TENN CONSOLIDATED		126,393		
DECREASE IN NOTE PAYABLE-INS BANK		30,588		
DECREASE IN EMPLOYEE DED PAYABLE		26,475		
DECREASE IN NOTE PAYABLE-FIRST TENN GRASSLAND		20,350		
DECREASE IN NOTE PAYABLE-FSB CAIN PROPERTY		20,190		
DECREASE IN NOTE PAYABLE FRANKLIN SYNERGY		19,894		
DECREASE IN NOTE PAYABLE-FSB-CURD LANE PROPERTY		15,169		
CHANGE IN BONDS PAYABLE		9,132		
TOTAL USES OF CASH			$	6,056,096
ENDING OPERATING CASH BALANCE			$	7,823,469
INCREASE OR (DECREASE) IN OPERATING CASH ACCOUNTS			$	1,114,458
FUNDS RESTRICTED AS TO USE:				
FUNDED DEPRECIATION			$	25,811,119
BOND ESCROW FUND				1,948,650
BOND PAYMENT FUND				1,803,190
TOTAL RESTRICTED FUNDS			$	29,562,959
GRAND TOTAL OF ALL CASH ASSETS			$	37,386,428

WILLIAMSON MEDICAL CENTER
BALANCE SHEET
For the Period Ending August 31, 2018

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE	BALANCE AT 30-Jun-18	NOTES
CASH						
Funds Mgmt/General Fund	$ 7,823,469	$ 6,709,011	$ 1,114,458	16.6%	$ 8,554,931	
TOTAL CASH	7,823,469	6,709,011	1,114,458	16.6%	$ 8,554,931	
RECEIVABLES						
Patient Receivables	69,731,231	71,470,838	(1,739,607)	-2.4%	69,510,696	
Contractual Allowances	(46,666,271)	(47,624,526)	958,255	-2.0%	(46,364,933)	
Other Receivables	727,743	540,404	187,339	34.7%	352,020	
TOTAL RECEIVABLES	23,792,703	24,386,716	(594,013)	-2.4%	23,497,783	1
INVENTORIES						
General Stores	239,361	210,046	29,315	14.0%	205,991	
Pharmacy	840,411	840,411	0	0.0%	840,412	
Surgery	2,996,003	2,824,932	171,071	6.1%	2,798,835	
TOTAL INVENTORIES	4,075,775	3,875,389	200,386	5.2%	3,845,238	
PREPAID EXPENSES	2,600,502	2,603,283	(2,781)	-0.1%	2,030,995	
TOTAL CURRENT ASSETS	38,292,449	37,574,399	718,050	1.9%	37,928,947	
PROPERTY, PLANT & EQUIP						
Land and Land Imp.	16,042,698	16,042,698	0	0.0%	16,042,698	
Building & Building Serv	217,241,060	213,488,124	3,752,936	1.8%	213,167,430	2
Equipment	121,813,365	121,217,454	595,911	0.5%	120,806,890	2
Less: Accum Depr	(166,555,293)	(165,502,355)	(1,052,938)	0.6%	(164,476,610)	
TOTAL P,P & E	188,541,830	185,245,921	3,295,909	1.8%	185,540,408	
OTHER ASSETS						
Cash-Funded Depreciation	25,811,119	28,773,882	(2,962,763)	-10.3%	32,117,811	
Bond Payment Fund	1,803,190	1,442,552	360,638	0.0%	1,081,914	
Bond Escrow Fund	1,948,650	1,948,650	0	0.0%	1,948,650	
Miscellaneous Assets/Investments	18,166,055	18,296,022	(129,967)	-0.7%	18,388,628	
Capitalized Costs/Bond Issue Cost	59,415	60,264	(849)	-1.4%	61,113	
TOTAL OTHER ASSETS	47,788,429	50,521,370	(2,732,941)	-5.4%	53,598,116	
TOTAL ASSETS	$ 274,622,708	$ 273,341,690	$ 1,281,018	0.5%	$ 277,067,471	

WILLIAMSON MEDICAL CENTER
BALANCE SHEET
For the Period Ending August 31, 2018

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE	BALANCE AT 30-Jun-18	NOTES
CURRENT LIABILITIES						
Accounts Payable	$ 5,251,030	$ 4,644,243	$ 606,787	13.1%	$ 9,641,495	
Due from BJIT	(6,500,326)	(5,622,292)	(878,034)	15.6%	(4,706,774)	3
Accrued Wages Payable	3,321,310	2,467,758	853,552	34.6%	2,133,523	
Payroll Taxes Payable	206,480	159,352	47,128	29.6%	112,482	
Employee Ded Payable	(115,948)	(89,473)	(26,475)	29.6%	(82,244)	
Accrued Employee Benefits	4,519,014	4,406,980	112,034	2.5%	4,594,374	
Accrued Bond Interest	475,883	356,912	118,971	33.3%	237,941	
Current Portion-Bonds Payable	2,900,000	2,900,000	0	0.0%	2,900,000	
Current Portion of Long Term Debt	2,694,874	2,709,370	(14,496)	-0.5%	2,723,959	
Estimated Third Party Settlements	238,726	223,030	15,696	7.0%	207,334	
Other Current Obligations	1,622,840	1,622,840	0	0.0%	1,622,840	
TOTAL CURRENT LIAB	14,613,883	13,778,720	835,163	6.1%	19,384,930	
LONG TERM LIABILITIES						
Hospital Expansion Bonds 2004	$ 11,420,000	$ 11,420,000	$ -	0.0%	$ 11,420,000	
Hospital Expansion Bonds 2013	24,659,462	24,668,595	(9,133)	0.0%	24,677,727	
INS Bank-Parking Deck	3,088,027	3,119,557	(31,530)	-1.0%	3,151,294	
1st Tennessee Bank-Grassland	2,837,758	2,858,712	(20,954)	-0.7%	2,879,614	
Deferred Comp Liability	968,244	913,668	54,576	6.0%	913,668	
Franklin Synergy Bank-Cain Propei	1,393,757	1,414,562	(20,805)	-1.5%	1,435,314	
Franklin Synergy Bank-Curd Lane I	2,498,744	2,514,080	(15,336)	-0.6%	2,529,416	
1st Tennessee Bank-Consolidated	2,789,413	2,918,874	(129,461)	-4.4%	3,048,069	
TOTAL LONG TERM LIAB	49,655,405	49,828,048	(172,643)	-0.3%	50,055,102	
FUND BALANCE	210,353,420	209,734,922	618,498	0.3%	207,627,439	
TOTAL LIABILITY & FUND BALANCE	$ 274,622,708	$ 273,341,690	$ 1,281,018	0.5%	$ 277,067,471	

Williamson Medical Center
Income Statement
For the Period Ending August 31, 2018
Comparison of Actual to Budget

	Month To Date					Year To Date			
	Actual	Budget	Variance	Var%	Notes	Actual	Budget	Variance	Var%
Gross Patient Service Revenue:									
Inpatient Routine	$ 2,926,653	$ 3,306,603	$ (379,950)	-11.5%		$ 5,968,219	$ 6,613,206	$ (644,987)	-9.8%
Inpatient Ancillary	17,491,793	19,440,445	(1,948,652)	-10.0%		33,718,614	38,550,890	(4,832,276)	-12.5%
Outpatient Ancillary	38,830,760	33,471,267	5,359,493	16.0%		74,858,715	66,942,534	7,916,181	11.8%
Professional Revenue	1,752,646	1,906,901	(154,255)	-8.1%		3,439,638	3,813,802	(374,164)	-9.8%
Total Patient Svc Revenue	$ 61,001,852	$ 58,125,216	$ 2,876,636	4.9%		$ 117,985,186	$ 115,920,432	$ 2,064,754	1.8%
Deductions From Revenue:									
Medicare Cont. Adj.	$ 18,539,819	$ 19,015,566	$ (475,747)	-2.5%		$ 36,231,580	$ 38,031,132	$ (1,799,552)	-4.7%
Managed Care Cont. Adj	17,176,517	14,240,858	2,935,659	20.6%		32,355,143	28,481,716	3,873,427	13.6%
Tenncare Cont. Adj.	2,565,188	2,469,701	95,487	3.9%		5,220,447	4,939,402	281,045	5.7%
Charity/ Indigent	167,749	170,066	(2,317)	-1.4%		309,612	340,132	(30,520)	-9.0%
Provision for Bad Debt	1,237,630	1,076,260	161,370	15.0%		2,259,467	2,152,520	106,947	5.0%
Professional Practice	882,934	898,899	(15,965)	-1.8%		1,724,339	1,797,798	(73,459)	-4.1%
Other Deductions	1,344,593	1,262,166	82,427	6.5%		2,601,407	2,524,332	277,075	11.0%
	-								
Total Deductions from Revenu	$ 41,914,430	39,133,516	$ 2,780,914	7.1%		$ 80,901,995	$ 78,267,032	$ 2,634,963	3.4%
Contractuals %	68.7%	67.3%	1.4%	1.4%		68.6%	67.5%	1.1%	1.1%
Net Patient Svc Revenue	$ 19,087,422	18,991,700	95,722	0.5%		$ 37,083,191	$ 37,653,400	$ (570,209)	-1.5%
Other Operating Revenue	$ 540,444	$ 531,139	$ 9,305	1.8%		$ 1,069,002	$ 1,065,389	$ 3,613	0.3%
Net Operating Revenue	$ 19,627,866	$ 19,522,839	105,027	0.5%		$ 38,152,193	$ 38,718,789	$ (566,596)	-1.5%
Operating Expenses:									
Salaries & Wages	$ 7,542,200	$ 7,514,917	$ 27,283	0.4%		$ 14,766,440	$ 15,012,068	$ (245,628)	-1.6%
Employee Benefits	2,007,836	1,891,890	115,946	6.1%		3,542,777	3,778,507	(235,730)	-6.2%
Medical Prof. Fees	720,790	383,918	336,872	87.7%	*1*	971,120	740,046	231,074	31.2%
Medical Supplies	3,753,703	4,143,699	(389,996)	-9.4%	*2*	7,077,264	8,287,398	(1,210,134)	-14.6%
Non-Medical Supplies	264,644	282,904	(18,260)	-6.5%		566,886	565,809	1,077	0.2%
Other Expenses	1,066,683	768,916	297,767	38.7%	*3*	1,772,777	1,510,816	261,961	17.3%
Utilities	279,362	292,488	(13,126)	-4.5%		529,013	524,674	4,339	0.8%
Purchased Services	1,161,142	1,141,082	20,060	1.8%		2,172,845	2,247,385	(74,540)	-3.3%
Repair/Main Equipment	598,076	513,414	84,662	16.5%		1,051,173	999,317	51,856	5.2%
Insurance	153,127	119,550	33,577	28.1%		257,709	230,446	27,263	11.8%
Education & Dues	143,838	108,251	35,587	32.9%		188,026	208,668	(20,642)	-9.9%
Equipment Leases	137,743	128,627	9,116	7.1%		244,440	248,040	(3,600)	-1.5%
Total Operating Expenses	$ 17,829,144	$ 17,289,636	$ 539,508	3.1%		$ 33,140,470	$ 34,353,174	$ (1,212,704)	-3.5%
Net Operating Income	$ 1,798,722	$ 2,233,203	$ (434,481)	-19.5%		$ 5,011,723	$ 4,365,615	$ 646,108	14.8%
Non-Operating Revenue	$ 19,230	269,859	$ (250,629)	-92.9%	*4*	$ 86,045	531,240	$ (445,195)	-83.8%
EBITDA	$ 1,817,952	$ 2,503,062	$ (685,110)	-27.4%		$ 5,097,768	$ 4,896,855	$ 200,913	4.1%
Interest	$ 145,666	$ 155,083	$ (9,417)	-6.1%		$ 291,405	$ 310,682	$ (19,277)	-6.2%
Depreciation & Amort.	1,053,787	1,071,719	(17,932)	-1.7%		2,080,381	2,143,437	(63,056)	-2.9%
Net Income/(Loss)	$ 618,499	$ 1,276,260	$ (657,761)	-51.5%		$ 2,725,982	$ 2,442,736	$ 283,246	11.6%

NOTES TO FINANCIAL STATEMENTS
Williamson Medical Center
August 31, 2018

Notes to Balance Sheet

1. Accounts Receivable decreased by $594,013. Collections for the month were $19,070,706 compared to prior month collections of $16,473,724. AR days decreased to 37.4 days in August from 40.1 days in July. Gross patient revenue for August was $61,001,852 compared to $56,983,333 for July.

2. Property, Plant & Equipment increased by $4,348,847 due to our continued upgrade of current systems, the purchase of an Exactech orthopedic implant system, anesthesia equipment, and computer hardware/software and CIP projects.

3. Funding to the Bone & Joint Institute increased by $878,034 to cover the daily operations for the practice.

Notes to Income Statement

1. Medical Professional Fees are over budget by $336,872or 87.7% due to prior year bonuses for the Hospitalist services.

2. Medical Supplies are under budget by $389,996 or 9.4% due to the timing of invoices received. Surgery cases for August were 1,160 compared to 1,035 for July.

3. Other Expenses are over budget by $297,767 due to legal fees and settlements.

4. Non-Operating Revenue is under budget by $250,629 related to our joint venture with Vanderbilt for the walk in clinics and Shared Hospital Services.

Williamson Medical Center
Selected Patient Statistics
13 Month Trending Thru August 31, 2018

	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	13 Month Average
ACTUAL:														
Admissions-Adults	907	861	829	783	841	898	788	776	797	822	800	781	812	823
Admissions-Peds	7	5	8	7	11	22	12	8	4	8	5	6	9	9
Patient Days	2,912	2,810	2,743	2,426	2,891	3,458	2,736	2,710	2,765	2,761	2,719	2,668	2,619	2,786
Average Daily Census	94	94	91	81	93	112	98	97	92	89	91	86	84	92
Average Length of Stay	3.21	3.26	3.31	3.10	3.44	3.85	3.47	3.49	3.47	3.36	3.40	3.42	3.23	3.38
Observation Patients	433	369	418	390	419	375	368	391	430	438	408	410	380	402
Adjusted Patient Days	7,606	7,215	7,396	6,939	7,919	8,133	7,062	7,686	7,764	7,915	7,607	7,890	7,824	7,612
Observation Rate	32%	30%	33%	33%	33%	29%	32%	33%	35%	35%	34%	34%	32%	33%

	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	13 Month Average
BUDGET:														
Admissions-Adults	904	875	904	875	904	904	817	904	875	904	975	856	856	889
Admissions-Peds	12	13	13	13	13	13	12	13	13	13	13	10	10	12
Patient Days	3,198	3,093	3,198	3,093	3,198	3,198	2,888	3,198	3,093	3,198	3,093	2,901	2,901	3,096
Average Daily Census	103	103	107	103	103	103	103	114	103	103	103	97	97	103
Average Length of Stay	3.54	3.53	3.54	3.53	3.54	3.54	3.53	3.54	3.53	3.54	3.17	3.39	3.39	3.49
Observation Patients	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
Adjusted Patient Days	8,103	7,848	8,105	7,846	8,107	8,115	7,342	8,117	7,846	8,095	7,832	7,591	7,591	7,888

	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	13 Month Average
DIFFERENCE:														
Admissions-Adults	3	(14)	(75)	(92)	(63)	(6)	(29)	(128)	(78)	(82)	(175)	(75)	(44)	(66)
Admissions-Peds	(5)	(8)	(5)	(6)	(2)	9	-	(5)	(9)	(5)	(8)	(4)	(1)	(4)
Patient Days	(286)	(283)	(455)	(667)	(307)	260	(152)	(488)	(328)	(437)	(374)	(233)	(282)	(310)
Average Daily Census	(9.23)	(9.43)	(15.17)	(22.23)	(9.90)	8.39	(5.43)	(17.43)	(11)	(14)	(12)	(11)	(12)	(11)
Average Length of Stay	(0.33)	(0.27)	(0.23)	(0.44)	(0.10)	0.31	(0.06)	(0.05)	(0.07)	(0.18)	0.23	0.03	(0)	(0.10)
Observation Patients	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
Adjusted Patient Days	(497)	(633)	(709)	(907)	(188)	18	(280)	(431)	(82)	(180)	(225)	299	233	(276)

Williamson Medical Center
Selected Patient Statistics
13 Month Trending Thru August 31, 2018

ACTUAL:	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	13 Month Average
Labor & Delivery	175	171	162	141	142	141	133	140	134	145	132	146	146	147
Emergency Room Visits	3,229	3,032	3,058	3,108	3,391	3,155	2,908	3,005	3,006	3,269	3,100	3,239	3,132	3,126
Emergency Room Visits Peds	933	889	945	900	1,222	930	1,079	969	843	960	772	769	808	925
Total Surgery Cases	935	807	889	876	947	850	745	837	1,006	1,074	1,079	1,035	1,160	942
Total Surgery Minutes	112,679	93,615	104,250	102,007	112,165	98,008	86,164	97,264	106,225	119,782	122,394	116,647	129,411	107,739
CT Main	1,946	1,792	1,737	1,758	1,822	1,728	1,611	1,807	1,732	1,860	1,821	1,830	1,758	1,785
CT Imaging Center	388	382	412	373	359	347	369	405	400	408	403	425	469	395
MRI	322	309	318	321	305	337	362	413	498	522	493	446	528	398
Sleep Studies	75	84	84	80	77	56	79	84	84	80	83	77	85	79
Respiratory Therapy	2,529	2,719	2,855	3,269	4,250	5,420	3,414	3,181	3,723	3,183	2,945	2,514	2,624	3,279
Ambulance Runs	1,365	1,295	1,233	1,177	1,394	1,274	1,168	1,266	1,297	1,404	1,288	1,338	1,372	1,298

BUDGET:	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	13 Month Average
Labor & Delivery Births	153	148	153	148	153	153	138	153	148	153	148	153	153	150
Emergency Room Visits	3,041	2,943	3,041	2,943	3,041	3,041	2,746	3,041	2,943	3,041	2,943	3,190	3,190	3,011
Emergency Room Visits Peds	974	942	974	942	974	974	880	974	942	974	942	983	983	958
Total Surgery Cases	918	889	918	889	918	918	829	918	889	918	889	2,103	2,103	1,085
Total Surgery Minutes	109,893	106,348	109,893	106,348	109,893	109,893	99,258	109,893	106,348	109,893	106,348	149,702	149,702	114,109
CT Main	1,656	1,603	1,656	1,603	1,656	1,656	1,496	1,656	1,603	1,656	1,603	1,809	1,809	1,651
CT Imaging Center	348	337	348	337	348	348	315	348	337	348	337	376	376	346
MRI	348	337	348	337	348	348	315	348	337	348	337	328	328	339
Sleep Studies	76	74	76	74	76	76	69	76	74	74	74	76	76	75
Respiratory Therapy	3,143	3,041	3,143	3,041	3,143	3,143	2,838	3,143	3,041	3,143	3,041	3,550	3,550	3,151
Ambulance Runs	1,189	1,151	1,189	1,151	1,189	1,189	1,074	1,189	1,151	1,189	1,151	1,299	1,299	1,185

DIFFERENCE:	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	13 Month Average
Labor & Delivery Births	22	23	9	(7)	(11)	(12)	(5)	(13)	(14)	(8)	(16)	(7)	(7)	(4)
Emergency Room Visits	188	89	17	165	350	114	162	(36)	63	228	157	49	(58)	114
Emergency Room Visits Peds	(41)	(53)	(29)	(42)	248	(44)	199	(5)	(99)	(14)	(170)	(214)	(175)	(34)
Total Surgery Cases	17	(82)	(29)	(13)	29	(68)	(84)	(81)	117	156	190	(1,068)	(943)	(143)
Total Surgery Minutes	2,786	(12,733)	(5,643)	(4,341)	2,272	(11,885)	(13,094)	(12,629)	(123)	9,889	16,046	(33,055)	(20,291)	(6,369)
CT Main	290	189	81	155	166	72	115	151	129	204	218	21	(51)	134
CT Imaging Center	40	45	64	36	11	(1)	54	57	63	60	66	49	93	49
MRI	(26)	(28)	(30)	(16)	(43)	(11)	47	65	161	174	156	118	200	59
Sleep Studies	(1)	10	8	6	1	(20)	10	8	10	6	9	1	9	4
Respiratory Therapy	(614)	(322)	(288)	228	1,107	2,277	576	38	682	40	(96)	(1,036)	(926)	128
Ambulance Runs	176	144	44	26	205	85	94	77	146	215	137	39	73	112

Williamson Medical Center
Key Financial Indicators

Indicators Description	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	3 MONTHS 6/30/2018	7/31/2018	8/31/2018	12 Month Avg
Balance Sheet												
Net Days in Accounts Receivable	38.2	45.2	39.2	40.9	35.2	39.3	36.7	37.4	39.2	40.1	37.4	37.7
A/R Collected (Prior Yr is avg per mor	11,769,418	11,713,392	12,504,145	12,581,970	13,586,057	14,684,780	15,673,648	16,034	16,151,515	16,473,724	19,070,706	16,196,318
Days Cash on Hand (Prior Yr is at YE)	185.4	160.8	150.8	138.7	109.1	92.8	99.8	105.8	83.2	,76.5	68.0	102.9
Debt Coverage Ratio (avg past 12 mc	2.66	1.90	2.70	2.65	2.76	2.67	2.67	3.30	3.30	3.62	3.34	
Current Ratio-Current Asset/Current	2.5	2.2	2.4	1.4	1.8	2.0	2.3	2.3	2.0	2.7	2.6	2.5
Income Statement												
Sal/Ben % Net Operating Revenue	46.9%	47.5%	46.6%	47.8%	48.0%	49.1%	49.6%	50.25%	42.68%	47.28%	48.66%	49.79%
Med Supply Expense % of Total Patie	7.01%	7.26%	6.74%	7.12%	6.83%	6.91%	7.08%	6.40%	6.76%	5.83%	6.15%	6.49%
Return on Net Revenue	6.48%	3.97%	4.06%	2.98%	8.80%	4.79%	4.46%	4.73%	11.96%	11.38%	3.15%	4.94%
Return on Net Revenue before Non-(	5.81%	3.75%	3.80%	8.80%	7.17%	3.59%	3.30%	3.10%	11.29%	11.02%	3.05%	3.73%
Productivity/Other												
Total Full-Time Equivalent Employees	1,136	1,216	1,182	1,165	1,140	1,229	1,270	1,301	1,297	1,328	1,329	1,298
Total Paid Manhours Per Adj. Patient	29.72	30.60	28.87	29.38	26.96	27.74	29.14	29.24	29.86	29.82	30.08	29.73
Case Mix	1.20	1.24	1.23	1.27	1.25	1.30	1.37	1.46	1.48	1.42	1.50	1.46
Revenue Mix												
Medicare	41.4%	41.0%	40.0%	41.5%	41.2%	40.3%	41.1%	42.7%	41.8%	40.4%	41.9%	41.9%
Tenncare	6.6%	6.6%	5.8%	5.5%	5.1%	5.5%	5.5%	5.2%	5.2%	5.3%	5.1%	5.3%
Commercial	45.9%	46.1%	48.2%	47.3%	48.8%	49.7%	48.6%	47.2%	48.0%	49.8%	48.0%	47.9%
Workers Comp	1.0%	0.90%	0.70%	0.70%	0.80%	0.70%	0.68%	0.9%	0.9%	0.7%	1.1%	0.9%
Self Pay	5.1%	5.4%	5.3%	5.0%	4.1%	3.8%	4.0%	4.0%	4.1%	3.8%	3.9%	4.0%
	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Williamson Medical Center
13 Month Trending Income Stmt
For Period Ending 08/31/18

	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	13 Mo Avg
Patient Service Revenue														
Inpatient Routine	$ 3,151,383	$ 3,079,225	$ 3,094,230	$ 2,678,109	$ 3,234,092	$ 3,912,190	$ 3,037,598	$ 3,062,170	$ 3,152,335	$ 3,130,250	$ 3,110,985	$ 3,041,566	$ 2,926,653	$ 3,123,907
Inpatient Ancillary	17,174,530	15,511,250	16,014,501	14,449,463	16,128,459	19,258,581	15,910,881	15,134,124	16,170,182	17,340,307	17,391,449	16,226,821	17,491,793	16,477,103
Outpatient Ancillary	31,097,935	27,588,778	30,702,808	30,110,200	31,992,748	29,201,008	27,878,641	31,199,718	32,635,903	36,009,250	35,205,935	36,027,954	38,830,760	32,190,895
Professional Revenue	1,667,925	1,550,936	1,714,633	1,747,101	1,685,179	2,127,248	2,081,699	2,213,448	2,299,468	2,206,363	1,854,365	1,686,992	1,752,646	1,876,000
Total Patient Service Revenue	$ 53,091,772	$ 47,730,189	$ 51,526,172	$ 48,984,873	$ 53,040,478	$ 54,499,027	$ 48,908,819	$ 51,609,460	$ 54,257,888	$ 58,686,170	$ 57,362,734	$ 56,983,333	$ 61,001,852	$ 53,667,905
Deductions from Revenue														
Medicare	$ 15,444,202	$ 14,104,423	$ 15,538,264	$ 13,689,477	$ 14,528,260	$ 17,612,064	$ 15,843,233	$ 16,256,030	$ 17,124,453	$ 19,290,422	$ 16,417,021	$ 17,661,181	$ 18,506,976	$ 16,308,922
Managed Care	12,817,341	12,008,934	13,122,149	13,258,563	15,159,647	12,481,236	11,100,235	12,699,432	13,253,435	15,748,349	14,981,224	15,134,157	17,032,480	13,753,629
Tenncare	2,760,508	2,155,747	2,391,647	2,284,879	1,810,202	2,427,057	2,835,740	2,092,542	2,317,304	2,251,870	2,531,208	2,645,948	2,568,053	2,390,208
Charity/Indigent	268,682	95,942	169,894	85,408	84,357	160,173	172,428	214,669	165,593	197,650	193,450	141,863	167,749	162,912
Provision for Bad Debt	871,553	1,004,686	724,964	1,186,428	1,167,840	1,170,725	811,852	732,958	1,101,019	1,264,678	1,200,032	1,021,837	1,237,630	1,038,169
Professional Revenue	794,455	743,855	801,894	923,982	799,335	1,048,422	1,101,258	1,111,354	1,124,576	1,278,920	944,930	841,405	882,934	953,466
Other Deductions	1,508,855	1,014,835	1,024,438	1,451,710	1,319,698	1,213,420	1,414,519	1,142,175	1,469,471	1,440,599	1,196,402	1,456,813	1,344,594	1,307,364
Denials	271,420	344,291	557,765	249,470	319,460	1,046,980	593,897	13,127	373,831	167,227	295,461	84,380	174,015	345,471
Total Deductions from Revenue	$ 34,735,015	$ 31,472,713	$ 34,331,014	$ 33,129,817	$ 35,188,999	$ 37,160,077	$ 33,873,162	$ 34,262,287	$ 36,829,481	$ 41,637,715	$ 37,759,728	$ 38,987,564	$ 41,914,431	$ 36,260,162
Contractual %	65.42%	65.94%	66.63%	67.63%	66.34%	68.18%	69.26%	66.39%	68.06%	70.95%	65.83%	68.42%	68.71%	67.56%
Net Patient Service Revenue	$ 18,356,757	$ 16,257,476	$ 17,195,158	$ 15,854,956	$ 17,851,479	$ 17,338,950	$ 15,035,657	$ 17,347,173	$ 17,328,407	$ 17,048,455	$ 19,603,006	$ 17,995,769	$ 19,087,421	$ 17,407,743
Other Operating Revenue	529,142	469,788	499,093	473,418	456,763	702,747	448,060	586,516	503,021	945,675	584,900	528,559	540,444	559,087
Net Operating Revenue	$ 18,885,899	$ 16,727,264	$ 17,694,251	$ 16,328,374	$ 18,308,242	$ 18,041,697	$ 15,483,717	$ 17,933,691	$ 17,831,428	$ 17,994,130	$ 20,187,906	$ 18,524,328	$ 19,627,865	$ 17,966,830
Operating Expenses														
Salaries	$ 6,949,173	$ 6,829,300	$ 6,979,975	$ 6,532,878	$ 7,442,408	$ 7,052,910	$ 7,059,076	$ 7,365,554	$ 7,402,272	$ 7,393,591	$ 7,089,446	$ 7,224,240	$ 7,542,200	$ 7,144,848
Employee Benefits	1,592,268	1,703,501	1,719,751	1,568,319	2,112,101	1,841,529	1,440,771	1,643,843	1,862,909	1,673,798	1,527,342	1,534,941	2,007,836	1,709,916
Professional Fees	396,199	218,993	346,423	361,826	330,111	437,854	390,074	565,928	322,359	424,684	424,673	250,330	720,790	399,402
Medical Supplies	3,914,308	3,227,793	3,818,180	3,402,037	3,818,874	3,435,209	2,880,561	3,157,727	3,492,602	3,565,782	3,879,081	3,323,561	3,753,703	3,513,032
Non-Medical Supplies	259,737	248,530	278,627	279,163	267,862	378,719	284,806	304,991	223,144	313,216	300,425	302,242	264,644	285,085
Other Expenses	817,000	774,062	720,216	716,471	799,188	1,139,903	814,959	839,129	818,977	820,861	960,946	706,094	1,066,683	845,730
Utilities	273,102	271,807	238,050	256,112	259,456	205,475	212,952	229,252	197,276	229,980	257,313	249,652	279,362	243,061
Interest	169,432	159,706	152,530	160,614	159,622	159,637	156,821	156,510	157,052	146,660	146,367	145,739	145,666	155,104
Purchased Services	816,450	811,628	847,505	832,796	747,570	959,313	754,783	982,232	1,195,465	1,139,895	1,380,554	1,011,703	1,161,142	972,387
Repair of Equipment	518,586	498,143	479,155	534,909	494,178	486,174	528,575	842,500	436,502	435,064	498,482	453,098	598,076	523,342
Insurance	87,484	87,484	147,132	115,448	111,356	93,423	140,773	112,999	105,359	133,968	87,403	104,582	153,127	113,888
Books Dues Fees	59,700	46,573	83,625	112,862	71,348	123,749	49,045	57,369	136,528	104,325	128,848	25,584	121,483	86,217
Education and Travel	15,433	20,524	28,687	25,840	20,030	15,933	19,875	42,006	11,165	32,748	34,954	18,605	22,374	23,706
Depreciation and Amortization	1,073,073	1,068,997	1,068,997	1,070,823	1,031,343	1,024,194	1,041,693	1,028,477	1,018,650	1,017,836	1,030,459	1,026,593	1,053,787	1,042,686
Equip Leases and Rentals	141,914	122,718	120,836	131,420	116,458	138,239	117,776	96,500	110,866	107,550	162,429	106,897	137,743	123,934
Total Operating Expenses	$ 17,085,857	$ 16,089,759	$ 17,029,688	$ 16,101,318	$ 17,781,902	$ 17,492,261	$ 15,892,540	$ 17,445,016	$ 17,491,124	$ 17,539,938	$ 17,908,723	$ 16,483,661	$ 19,028,596	$ 17,182,337
Net Operating Income/Loss	$ 1,800,042	$ 637,505	$ 664,563	$ 227,056	$ 526,340	$ 549,436	$ (408,823)	$ 488,674	$ 340,304	$ 454,192	$ 2,279,183	$ 2,040,667	$ 599,269	$ 784,493
Non-Operating Revenue	157,671	136,625	160,260	167,166	323,980	356,884	465,026	279,174	246,476	181,064	135,095	66,816	19,230	207,344
Net Income / Loss	$ 1,957,713	$ 774,130	$ 824,823	$ 394,222	$ 850,320	$ 906,320	$ 56,203	$ 767,848	$ 586,780	$ 635,256	$ 2,414,278	$ 2,107,483	$ 618,499	$ 991,837
Total Salaries and Benefits	$ 8,541,441	$ 8,532,801	$ 8,699,726	$ 8,101,197	$ 9,554,509	$ 8,894,439	$ 8,499,847	$ 9,029,397	$ 9,265,181	$ 9,067,389	$ 8,616,787	$ 8,759,181	$ 9,550,036	$ 8,854,764
Net Revenue	$ 18,885,899	$ 16,727,264	$ 17,694,251	$ 16,328,374	$ 18,308,242	$ 18,041,697	$ 15,483,717	$ 17,933,691	$ 17,831,428	$ 17,994,130	$ 20,187,906	$ 18,524,328	$ 19,627,865	$ 17,966,830
Sal/Ben % of Net Revenue	45.23%	51.01%	49.17%	49.61%	52.19%	49.30%	54.90%	50.35%	51.96%	50.39%	42.68%	47.28%	48.66%	49.28%
Supply Expense % of Total Patient Rev														
Total Patient Revenue	$ 53,091,772	$ 47,730,189	$ 51,526,172	$ 48,984,873	$ 53,040,478	$ 54,499,027	$ 48,908,819	$ 51,609,460	$ 54,257,888	$ 58,686,170	$ 57,362,734	$ 56,983,333	$ 61,001,852	$ 53,667,905
Med Supply Expense	$ 3,914,308	$ 3,227,793	$ 3,818,180	$ 3,402,037	$ 3,818,874	$ 3,435,209	$ 2,880,561	$ 3,157,727	$ 3,492,602	$ 3,565,782	$ 3,879,081	$ 3,323,561	$ 3,753,703	$ 3,513,032
Supply Expense % of Total Pat	7.37%	6.76%	7.41%	6.95%	7.20%	6.30%	5.89%	6.12%	6.44%	6.08%	6.76%	5.83%	6.15%	6.55%
Net Operating Revenue	$ 18,885,899	$ 16,727,264	$ 17,694,251	$ 16,328,374	$ 18,308,242	$ 18,041,697	$ 15,483,717	$ 17,933,691	$ 17,831,428	$ 17,994,130	$ 20,187,906	$ 18,524,328	$ 19,627,865	$ 17,966,830
Net Income	$ 1,957,713	$ 774,130	$ 824,823	$ 394,222	$ 850,320	$ 906,320	$ 56,203	$ 767,848	$ 586,780	$ 635,256	$ 2,414,278	$ 2,107,483	$ 618,499	$ 991,837
Return on net Revenue	10.37%	4.63%	4.66%	2.41%	4.64%	5.02%	0.36%	4.28%	3.29%	3.53%	11.96%	11.38%	3.15%	5.52%
Net Operating Revenue	$ 18,885,899	$ 16,727,264	$ 17,694,251	$ 16,328,374	$ 18,308,242	$ 18,041,697	$ 15,483,717	$ 17,933,691	$ 17,831,428	$ 17,994,130	$ 20,187,906	$ 18,524,328	$ 19,627,865	$ 17,966,830
NOI/before Other Non-Oper Inc	$ 1,800,042	$ 637,505	$ 664,563	$ 227,056	$ 526,340	$ 549,436	$ (408,823)	$ 488,674	$ 340,304	$ 454,192	$ 2,279,183	$ 2,040,667	$ 599,269	$ 784,493
% Profit/Loss to Net Operating	9.53%	3.81%	3.76%	1.39%	2.87%	3.05%	-2.64%	2.72%	1.91%	2.52%	11.29%	11.02%	3.05%	4.37%
Full Time Equiv Employees:														
Per Actual vs Budget FTE.xlsx														
FTE'S	1,272	1,271	1,288	1,260	1,286	1,278	1,314	1,305	1,313	1,312	1,297	1,328	1,329	1,296
Hours	225,311	217,794	228,194	215,950	227,795	226,438	210,286	231,198	225,150	232,327	227,182	235,245	235,378	226,019
Adj Pat Days	7,606	7,215	7,396	6,938	7,919	8,133	7,062	7,686	7,764	7,915	7,607	7,890	7,824	7,612
Manhours per Adj Patient Day	29.62	30.19	30.85	31.13	28.77	27.84	29.78	30.08	29.00	29.35	29.86	29.82	30.08	29.69

Williamson County
Budget Report
8/31/2018

Revenue	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Remaining Budget	% Y T D (8.33%)
County General Fund	89,549,408	262,000	89,811,408	4,362,795	2,903,307	85,448,613	4.86%
Solid Waste Sanitation Fund	6,119,707	-	6,119,707	308,401	236,532	5,811,306	5.04%
Drug Control Fund	36,000	-	36,000	5,752	5,752	30,248	15.98%
Highway/Public Works Fund	13,669,450	-	13,669,450	1,296,628	1,071,831	12,372,822	9.49%
General Debt Service Fund	44,070,616	-	44,070,616	307,638	235,533	43,762,978	0.70%
Rural Debt Service Fund	46,685,999	-	46,685,999	2,439,160	2,220,696	44,246,839	5.22%
General Purpose School Fund	338,935,913	109,053	339,044,966	19,003,077	18,820,905	320,041,889	5.60%
Cafeteria Fund	13,669,785	-	13,669,785	797,833	806,120	12,871,952	5.84%
Extended School Program Fund	6,364,900	-	6,364,900	1,271,612	602,299	5,093,288	19.98%

Appropriations	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Encumbrances	Remaining Budget	% Y T D
County General Fund	102,990,449	3,990,460	106,980,909	20,683,080	9,969,643	4,138,666	82,159,163	23.20%
Solid Waste Sanitation Fund	6,383,283	365,000	6,748,283	1,254,150	793,761	1,983,895	3,510,238	47.98%
Drug Control Fund	112,000	-	112,000	1,271	1,271	8,382	102,347	8.62%
Highway/Public Works Fund	12,821,524	850,000	13,671,524	2,754,495	1,503,876	3,325,044	7,591,986	44.47%
General Debt Service Fund	44,578,000	-	44,578,000	330,312	327,939		44,247,688	0.74%
Rural Debt Service Fund	30,481,000	-	30,481,000	194,935	173,348		30,286,065	0.64%
General Purpose School Fund	350,543,584	203,563	350,747,147	21,888,320	17,948,067	10,338,416	318,520,411	9.19%
Cafeteria Fund	13,719,015	-	13,719,015	893,494	801,054	3,942,008	-8,883,513	35.25%
Extended School Program Fund	6,795,294	-	6,795,294	1,409,185	690,122	285,397	-5,100,712	24.94%

MARRIOTT

August 17, 2018

Ms. Nena Graham
Budget Director, Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

Dear Ms. Graham:

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end July 31, 2018.

A summary of the financial and distribution date is as follows:

COOL SPRINGS CONFERENCE CENTER
July, 2018

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENE	492,195	550,916	465,875	492,195	550,916	465,875
HOUSE PROFIT	(55,739)	(9,867)	(17,108)	(55,739)	(9,867)	(17,108)
Less: FIXED EXPENSES	19,479	20,269	19,121	19,479	20,269	19,121
NET INCOME	(75,218)	(30,136)	(36,229)	(75,218)	(30,136)	(36,229)
Less: FF&E RESERVE 5%	24,610	27,545	23,294	24,610	27,545	23,294
NET CASH FLOW	(99,828)	(57,682)	(59,523)	(99,827)	(57,681)	(59,523)

TOTAL CURRENT BALANCE DUE TO OWNERS	($99,828)
TOTAL DUE TO/(FROM) CITY OF FRANKLIN	($49,914)
TOTAL DUE TO/(FROM) WILLIAMSON COUNTY	($49,914)

The financial statements for the Cool Springs Conference Center, subject to routine year-end audit and adjustments, is true and correct in all material respects to the best of my knowledge.

Sincerely,

Marlen Collins
Controller

Michael Bennett
General Manager

FRANKLIN MARRIOTT COOL SPRINGS
700 COOL SPRINGS BLVD
FRANKLIN, TENNESSEE 37067 USA
T: 615.261.6100
MARRIOTT.COM/BNACS

Cool Springs Conference Center

Financial Recap

Month Ending July 31, 2018

Revenue and Profitability

We missed budgeted revenue by $58,721 and beat last year by $26,321. Our EBITDA less Replacement Reserve was ($99,828) which was $42,147 under budget and $40,305 worse than last year. Our bottom-line profit was down $45,887, which was primarily driven by several large groups with a lower average check amount and higher operating expenses.

Expenses

Our food cost was 21% which was 2.8% under budget and 2.8% less than last year. Beverage cost also came in under budget (19.4% to a budget of 20.7%).

Food Other Expenses were up as a percentage of revenue. A large china purchase was made in order to bring bouillon cups up to par to accommodate the two Farmers Insurance groups. Making the large purchase was cheaper than renting equipment for the two meetings.

Contract labor was also up in July. This is due to several factors.

- The contract labor company that we were using for banquet servers was not providing us with quality personnel resulting in service issues with many groups. As a result, we were forced to switch to a company that has better qualified servers but they are $1.75 per hour more expensive.
- During the slow holiday week, we needed to perform several deep clean items that cannot be done during other times of the year because of high volume we normally see. This included stripping and waxing the back hallways, painting the floor in the storeroom and deep cleaning all of the meeting space.
- Because of the large groups in house later in the month, we had several back to back room turns where complete sets had to be torn down and reset for a different function and then reset back to the original set. This added extra set up hours which typically resulted in overtime.
- Several service and set up staff are on vacations or medical leaves which resulted in additional overtime.

Expenses in the non-operating departments were $11,543 under budget and $18,884 over last year. The increase over last year was in the area of Sales & Marketing where we had open positions last July that have since been filled.

Year to Date

Our revenue is down $58,721 compared to budget and up $26,321 over last year. EBITDA less Replacement Reserve is down $42,147 to budget and down $40,305 over fiscal 2017-2018.

MARRIOTT

September 14, 2018

Ms. Nena Graham
Budget Director, Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

Dear Ms. Graham:

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end August 31, 2018.

A summary of the financial and distribution date is as follows:

COOL SPRINGS CONFERENCE CENTER
August, 2018

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENE	612,483	611,661	579,342	1,104,678	1,162,577	1,045,216
HOUSE PROFIT	59,945	62,596	74,417	4,209	52,729	57,309
Less: FIXED EXPENSES	20,515	20,269	19,121	39,994	40,538	38,242
NET INCOME	39,433	42,327	55,296	(35,786)	12,191	19,068
Less: FF&E RESERVE 5%	30,530	30,584	28,967	55,140	58,129	52,261
NET CASH FLOW	8,903	11,743	26,329	(90,926)	(45,938)	(33,193)

TOTAL CURRENT BALANCE DUE TO OWNERS	$8,903
TOTAL DUE TO/(FROM) CITY OF FRANKLIN	$4,452
TOTAL DUE TO/(FROM) WILLIAMSON COUNTY	$4,452

The financial statements for the Cool Springs Conference Center, subject to routine year-end audit and adjustments, is true and correct in all material respects to the best of my knowledge.

Sincerely,

Michael Bennett
General Manager

Marlen Collins
Controller

FRANKLIN MARRIOTT COOL SPRINGS
700 COOL SPRINGS BLVD
FRANKLIN, TENNESSEE 37067 USA
T: 615.261.6100
MARRIOTT.COM/BNACS

Cool Springs Conference Center

Financial Recap

Month Ending August 31, 2018

Revenue and Profitability

Overall revenue up $822 to budget and we beat last year by $33,142. F&B slightly down but the difference was made up in misc. income. Strong group revenue with several repeat groups in the month. The month was highlighted by the TN Titans who will be staying at the hotel for their home games this year.

Expenses

Expenses:

• Overall payroll was up +$32K to budget and $54K YOY. Partly due to different contract labor company for banquet servers that we are using that charges a higher rate per hour. Hourly pay increase given to contract banquet housemen and culinary in order to stay competitive in the market. Increase varied due to length of service. We continue with our normal staffing challenges which contributes to higher over time needed to service the groups.

• Other expenses up as a percentage of revenue. This primarily was in the kitchen small wares line. We had to purchase several pieces of small equipment (blenders, pitchers, portable flat tops) in order to accommodate the Titans menu. Contract services also up slightly due to rental of mats to cover the back hallway when the Titans are in house.

• Food cost continues to perform strong, finishing the month down to budget by -2.5%. Beverage cost slightly up +1% however still strong at 17.22%. The budget was very aggressive at 16.22%.

• Undistributed Operating Expenses were flat to budget.

HP slightly down -$2,648.

Year to Date

Our revenue is down $57,899 compared to budget and up $59,462 over last year. EBITDA less Replacement Reserve is down $44,987 to budget and down $57,232 over fiscal 2018-2019.

Cool Springs Conference Center
County Profit / -Loss
By Fiscal Year

	1998-99	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-15	2015-16	2016-17	2017-18	2018-19
July		-18,266.00	1,394.00	-16,395.00	4,559.00	2,543.00	-26,683.00	-20,902.00	-28,584.00	-18,472.18	-28,532.28	-46,497.94	-52,209.68	-7,691.22	-36,545.82	-28,542.26	-54,282.13	-17,511.50	-32,266.50	-29,761.00	-49,914.00
August		-24,178.00	-10,225.00	-17,007.00	38,801.00	2,798.00	-18,501.00	27,207.00	16,061.00	6,611.78	57,702.78	-2,257.02	12,883.64	118,811.60	48,604.64	-18,101.32	16,435.07	-84,060.00	2,719.25	13,164.00	4,452.00
September		-16,238.00	12,454.00	-13,867.00	52,902.00	14,900.00	24,817.00	55,935.00	25,731.00	72,866.10	24,071.74	-23,828.22	13,242.14	42,260.92	58,725.66	34,240.22	-45,234.55	-7,482.50	15,575.50	-2,501.00	
October		25,865.00	42,447.00	42,710.00	58,451.00	52,521.00	34,564.00	61,681.00	41,491.50	79,205.60	38,195.74	50,008.38	53,024.82	55,787.36	24,229.36	30,097.86	30,305.00	73,503.00	27,310.00	76,034.00	
November		-4,044.00	-9,718.00	995.00	-8,512.00	19,435.00	1,972.00	6,974.50	16,756.00	56,320.10	17,167.38	2,607.48	61,641.12	5,322.02	4,962.94	-13,864.78	27,731.00	-1,435.50	-5,898.50	44,350.00	
December		18,859.00	29,635.00	4,375.00	65,444.00	8,948.00	5,100.00	1,881.00	54,261.00	60,271.76	103,200.30	29,329.56	39,646.60	63,430.36	54,577.16	91,933.14	-53,885.50	90,526.50	48,718.00	-43,578.00	
January		6,147.00	-228.34	-37,170.00	20,665.00	14,025.00	10,416.00	44,987.50	-10,386.00	-6,654.44	-33,427.76	-46,444.80	19,432.86	-34,983.82	-5,031.36	-12,669.10	-67,577.50	-15,958.50	-59,537.00	-32,369.00	
February		13,606.00	24,514.00	-12,517.00	12,459.00	-26,890.00	27,013.00	56,738.50	50,621.50	73,074,88	57,358.50	353.00	23,411.50	-12,989.64	13,210.72	21,279.74	136,887.00	52.50	14,645.00	88,228.00	
March		2,370.00	-7,005.00	-24,507.00	162.00	14,486.00	6,678.00	58,807.00	17,912.50	-5,126.64	44,238.36	-18,362.38	18,311.86	68,439.42	22,493.26	-633.34	-32,783.00	-2,379.50	30,608.00	38,448.00	
April		31,465.00	13,881.00	9,738.00	1,464.00	30,442.00	64,449.00	46,071.00	-29,466.76	28,387.92	26,860.58	8,033.42	7,534.42	21,600.34	68,046.00	11,630.42	32,093.00	58,337.00	36,074.00	28,028.00	
May		29,752.00	-17,766.00	-20,373.00	1,442.00	4,984.00	21,563.00	44,128.50	-21,264.00	-1,390.18	33,395.54	-24,737.96	4,336.66	28,778.14	-19,740.92	-1,286.56	-4,720.50	972.00	-14,551.50	4,654.00	
June	-42,267.09	6,021.00	-37,236.00	-5,163.00	-8,362.00	-26,593.00	10,937.00	13,348.50	-21,259.28	1,888.52	-22,410.26	23,554.94	1,394.46	18,276.76	12,929.40	-25,004.56	80,638.00	28,889.00	29,395.50	37,163.00	
	-42,267.09	71,359.00	42,146.66	-89,181.00	239,475.00	111,599.00	162,325.00	396,857.50	111,874.46	346,983.22	317,820.62	-48,241.54	202,650.40	367,042.24	246,461.04	89,079.46	65,605.89	123,452.50	92,791.75	221,860.00	-45,462.00

Total profit/-loss 2,984,232.11

Reflects County's one-half share only.
The Debt for the Conference center paid off on 4/1/2017

Williamson County
Privilege Tax Report

Month of AUGUST 2018

	Adequate School Facilities	Schools	Recreation	Fire	Highway
Previous Balance	4,732,990.87	6,690,382.60	77,914.44	83,772.04	201,021.44
Brentwood	68,059.53	62,614.77	5,444.76	0.00	0.00
Franklin	105,131.07	96,720.58	8,410.49	0.00	0.00
Fairview	6,218.19	5,720.73	497.46	0.00	0.00
Spring Hill	116,629.92	107,299.53	9,330.39	0.00	0.00
Thompson's Station	61,071.12	56,185.43	4,885.69	0.00	0.00
Nolensville	123,187.68	113,332.67	9,855.01	0.00	0.00
Unincorporated Williamson County	132,070.95	92,449.66	10,565.68	26,414.19	2,641.42
Interest	10,080.42	10,193.70	1,192.36	1,044.72	478.52
Commercial					
Monthly Total	622,448.88	544,517.07	50,181.84	27,458.91	3,119.94
Cumulative Total	5,355,439.75	7,234,899.67	128,096.28	111,230.95	204,141.38
FSSD Monthly Appropriations	38,002.94	45,612.33	0.00	0.00	0.00
Monthly Appropriations	202,600.04	0.00			
Cumulative Appropriations	59,841,935.06	121,903,336.70	12,236,124.52	2,475,355.97	7,048,933.59
Net Revenue	5,114,836.77	7,189,287.34	128,096.28	111,230.95	204,141.38

Appropriations:	
Adequate Schools/ July '18 FSSD distribution	38,002.94
Adequate Schools/July '18 Cities distribution	202,600.04
Schools/July '18 FSSD distribution	45,612.33

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Agriculture Committee- County Commissioner Position

Name of nominee: Matt Williams

Address: 106 Kiln Hill Court, Franklin, TN 37069

Phone No. 615-218-3548

Voting district in which the nominee resides: 9th

Term of position: Two Years, expiring 1/20

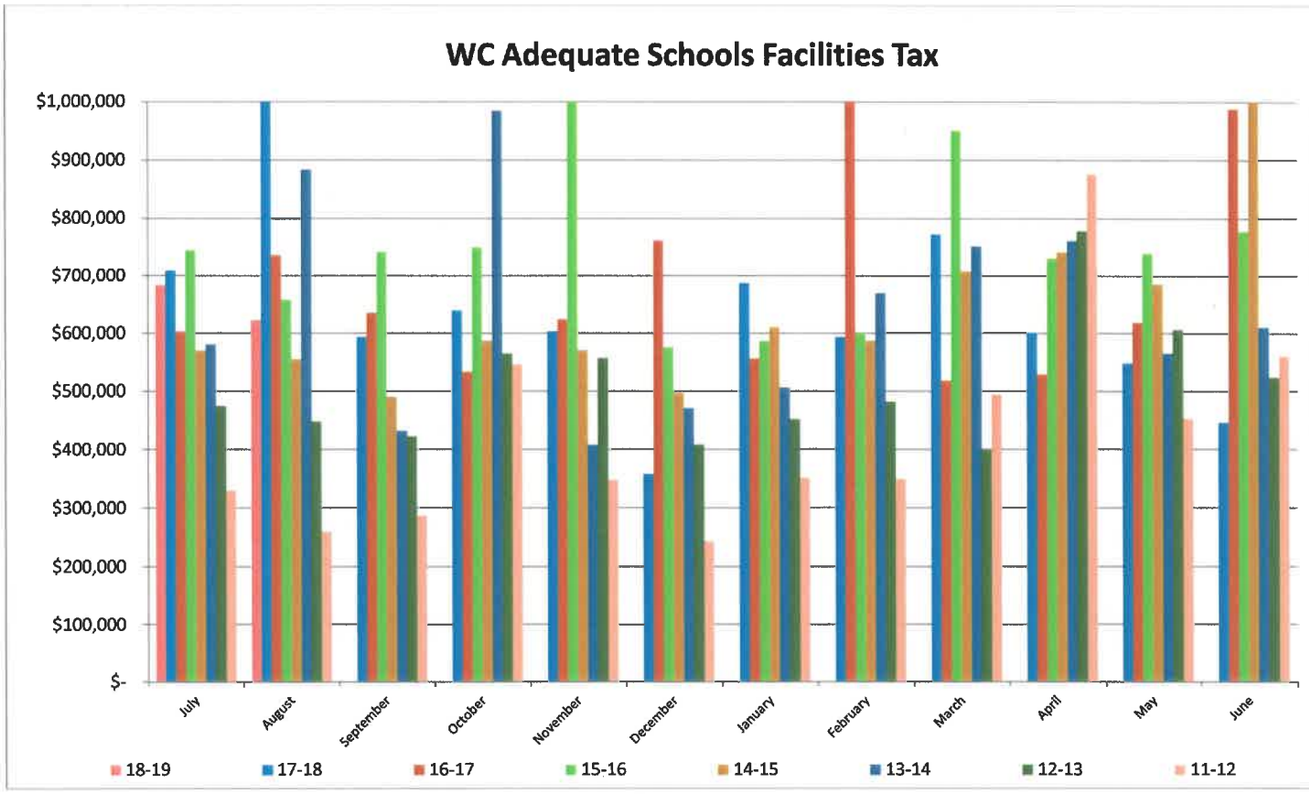
Salary (if applicable):

Name(s) of person, organization or informal group recommending the nominee:

Matt Horsman, County Director – U. T. Extension Service

Brief biographical information:
- Born and raised in Franklin, TN
- Battle Ground Academy graduate (2002)
- United States Naval Academy graduate (2006) – B.S. Naval Architecture
- Belmont University Jack C. Massey Graduate School of Business (2013) – MBA
- U.S. Marine Corps Infantry Officer (2006-present), Major select
- Tennessee Department of Revenue, Assistant Director (2013-2016)
- Strategic Sourcing/Contract Manager, CoreTrust (2016-present)
- Married with 2 children
- 9th District County Commissioner

County Commission meeting date: October 8, 2018


WC Adequate Schools Facilities Tax
$1,000,000
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
July
August
September
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November
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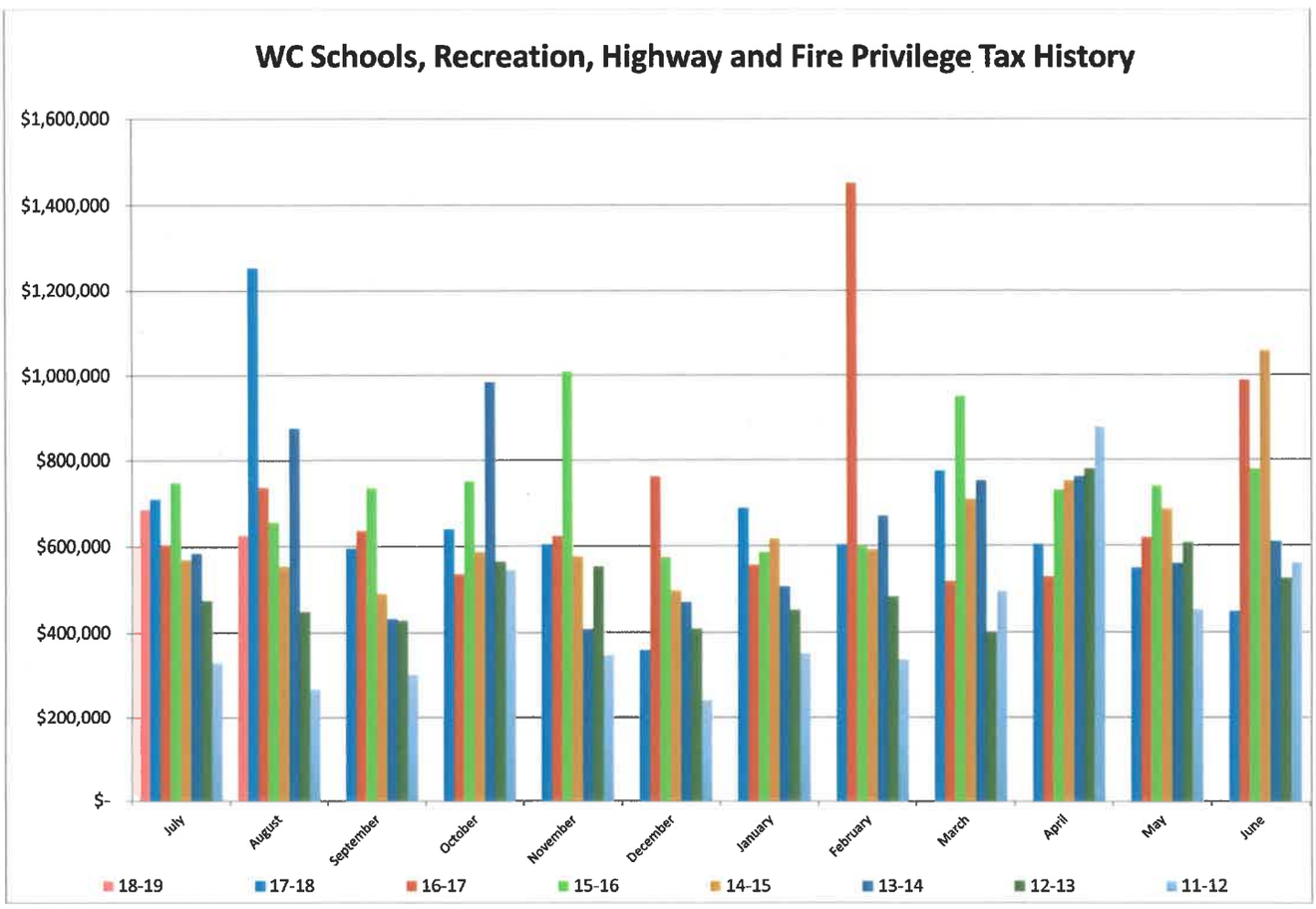
13-14
12-13
11-12


WC Schools, Recreation, Highway and Fire Privilege Tax History
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$-
July
August
September
October
November
December
January
February
March
April
May
June
18-19
17-18
16-17
15-16
14-15
13-14
12-13
11-12

Rogers C. Anderson
Williamson County Mayor

Nena Graham
Budget Director

WILLIAMSON COUNTY GOVERNMENT

To: Williamson County Commission

From: Nena Graham, Budget Director

Date: October 2, 2018

RE: Bond Resolution No. 10-18-22 and 10-18-23
Outstanding Debt

- Resolution No. 10-18-22 is for $49,000,000 County District School Bonds (Rural Debt) Bonds. Rural Debt is for K-8 school projects outside of the territorial limits of FSSD.
-Resolution No.10-18-23 is for $92,350,000 General Obligation Public Improvement and School Bonds. The General Debt is for County High School projects and all other County Projects. It has $16,432,628.33 for School debt; $30,665,595 for various County General projects; and $45,000,000 for the Hospital. The Resolution includes authorization for the MOU with the WC Hospital for repayment of principal and interest related the Hospital portion of the bond.
- The difference in the total of the bond resolutions and the project totals is related to closing costs and rounding amounts.

The attached list has the projects included to be funded by Resolution No. 10-18-22 and Resolution No. 10-18-23:
-The first section (a) of the attachment has the Intent to Fund Resolutions that have been approved to date listed by resolution number, project description, and amount by General and Rural Debt projects. The total for General Debt and Rural Debt projects is listed.
-The second section (b) of the attachment has the Intent to Fund Resolutions presented to be approved at the October County Commission meeting listed by resolution number, project description, and amount by General and Rural Debt projects. The total for General Debt and Rural Debt projects is listed.
-The third section (c) has the total of the Bonds by Fund. The total Education Impact Fees to be utilized for eligible projects is listed. The specific projects and amounts covered by the Education Impact Fee is listed in the Bond Resolutions. The final total of projects to be included in the bond resolutions is $92,098,223.33 for General and $48,862,310.70 for Rural.
-The last section (d) has the total outstanding debt with the assumption of all principal payments being made for the year and the addition of the two bond resolutions being considered for approval at October Commission meeting. The total net debt is also listed. Net debt is total debt minus self-supporting debt. The difference in the total of the bond resolutions and the project totals is related to closing costs and rounding amounts.

I have also attached a copy of the previously approved Intent to Fund Resolution listing all of the County General projects. $30,665,595

You may call or email me with any questions.

Projects Included in Bond Resolution #10-18-22 and Resolution #10-18-23

a)Intent to Fund Resolutions that have been approved:				
Resolutions	Project	**General**	**Rural (County School District)**	
3-18-4	Schools-Design & Construction of Central East Elementary School		15,000,000	
3-18-5	Schools-Sewer line initial design Henpeck lane near Oakview school area		2,000,000.00	
3-18-6	Schools-Final Phase Middle School Auditoriums/Grassland Middle and Sunset		6,800,000.00	
3-18-7	Schools-Initial design for improvements and expansion Independence High	1,000,000.00		
3-18-8	Schools-Renovations and Repairs Fairview Middle		3,200,000.00	
3-18-9	Schools-Asphalt and paving	1,055,110.00	1,009,890.00	
6-18-18	Williamson Medical Expansion-Women's Services and Orthopedic Medical Office	45,000,000.00		
7-18-15	County General - Various Projects	30,665,595.00		
7-18-16	Schools - Maintenance	1,463,970.00	4,102,220.00	
	- Transportation and Facilities	342,781.00		
	- Technology Department	1,836,839.00	4,371,234.00	
	- Capital	1,112,452.00		
	Total	82,476,747.00	36,483,344.00	118,960,091.00
b)Intent to Fund Resolutions requested in October:				
10-18-6	Funding for phase two of ESCO agreement	2,350,957.00	4,947,636.00	
10-18-4	Construction and Equipping of Central East Elementary School		14,000,000.00	
10-18-5	New construction and Equipping of Independence High	7,324,000.00		
	Total of Resolutions requested in October	9,674,957.00	18,947,636.00	
c)	Total Bond before Education Impact Fee Proceeds	92,151,704.00	55,430,980.00	147,582,684.00
	Education Impact Fee Proceeds	-53,480.67	-6,568,669.30	-6,622,149.97
	Total of projects for Bond	**92,098,223.33**	**48,862,310.70**	**140,960,534.03**

d)Total Outstanding Debt:

Current Debt as of 6/30/2018	666,000,000
Principal payments due to be paid FY18-19	-46,695,000
Total Debt w/ County making all principal payments	619,305,000
Bond Resolutions presented in October	141,350,000
Total Outstanding Debt after October Bond issuance	760,655,000

Total Outstanding Net Debt:

Total Net Debt as of 6/30/2018	625,670,000
Principal Payments due to be paid FY18-19	-43,475,000
Total Net Debt w/ County making all principal payments	582,195,000
Total Net Debt being added	96,350,000
Total Outstanding Net Debt after October Bond issuance	678,545,000

6/25/18
11:55 a.m.
JW

Resolution No. 7-18-15
Requested by: Budget Director

RESOLUTION OF THE INTENT TO FUND CERTAIN COUNTY GENERAL PROJECTS TOTALING $30,665,595 IN A 2018-2019 BOND OR NOTE ISSUE

WHEREAS, during the annual budget review process, there are a number of capital expenditure items presented for funding approval from various departments; and,

WHEREAS, these items are reviewed individually and the Budget Committee makes recommendation on funding sources, based on availability of funding; and,

WHEREAS, the following items were determined to be funded through a bond issue:

2018-19 County Government Capital Request	Bond
Ag Park	
Concrete Arena Floor and add Electricity (45,000 square feet)	500,000
Covered Warm-up Arena Renovation (20,000 sqaure feet)	225,000
Total	725,000
Election	
New Voting Equipment	1,400,000
Information Technology	
Network storage	1,240,000
Parks & Recreation	
Fairview Recreation Center-Renovation of Facility	800,000
Franklin Recreation Complex-Replaster Indoor&Outdoor Pools water leaks and peeling/New tanks&Sand filters	250,000
Indoor Sports Complex dehumidification system	3,225,000
Bethesda Community Center Project-Land	1,500,000
Total	5,775,000
Property Management	
AOC East Elevator Replacement	350,000
AOC West Entry Renovation	170,000
AOC Wing Renovation(s) (Suite 313 Appraiser's)	300,000
Triune Community Center Land Purchase (10 Acres based at 50K per)	500,000
Various AC Replacements	500,000
Various Blacktop Replacements (Hillsboro REC, Main Library, Main REC Franklin)	473,000
Animal Center Master Plan (Phase 1)	5,000,000
Elections Facility (Downs Blvd ESS)	2,710,000
Elections Facility (Downs Blvd Renovation)	1,500,000
Various Roof Replacements (Three areas on the AOC, Main Library, Archives at 5 points, College Grove Seniors/ Library/ Artsatorium)	1,002,000
Total	12,505,000
Public Safety	
Fire System - ESS/COF Fire Station 7	1,225,000
Fire System-Apparatus/Ladder Truck	650,000
Fire System-Improve Existing Facilities/Peytonsville	375,000
Fire System-Land	665,000
OPS-Command Apparatus (command continuity - phase 1)	1,650,000
OPS-EMS 3 Ambulance units with equipment	1,275,000
Total	5,840,000
Sheriff	
30 Replacement Vehicles -	1,471,140
5 vehicles and equipment/new personnel	319,455
Total	1,790,595
WCSO - Detention & Litter	
HVAC Replacement Year 4 of 4	325,000
Roof Replacement	275,000
Total	600,000
116 - Solid Waste	
College Grove Convenience Center Attendant building, oil building, 2-compactor covers	250,000
Roll-off Truck X 2	290,000
Trinity Convenience Center Attendant building, oil building, 2-compactor covers	250,000
Total	790,000
Grand Total	30,665,595

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, meeting in regular session this the 9th day of July, 2018, hereby expresses its intent to fund the aforementioned items in a 2018-2019 bond or note issue;

CONSENT AGENDA
Williamson County Board of Commissioners
October 8, 2018 – 7:00 p.m.

NOTARIES

SECOND READINGS:

FUNDS IN-LIEU-OF AND ESCROW:

OTHER:

Motion to Accept: _____ **2nd** _____ Vote _____

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

NOTARIES

(OCTOBER, 2018)

NEW

ARMSTRONG, LEAH SADLER
ATTACHOT, WEERAPAT
BALES, AMY DENISE
BARNARD, AMANDA MARIE
BILLINGSLEY, VIRGINIA MAE
BRAMLETT, PATRICIA BLAIR
BYRAM, AMBER JENNETTE
CERVANTES, ALLY
CONNALLY, VIKKI RENEE
DUNCAN, JUSTIN
FERGUSON, CONNIE LYNN
FUENTAS, MARIA MATA
GATTIS, MICHELLE CHRISTINE
HAAS, DANA LYN
HANSON, KEVIN B.
HARRISON, THERESA G.
HOFMEISTER, DANIEL VERTAY
HUGHES, JUSTYNE
JOHNSON, D. NICOLE
KING, ELIZABETH LAUREN
KONUMA, NAGISA
MEDLEY, JONATHAN RYAN
NETTERVILLE, LAURA D.
O'NEAL, CECILIA CONSTANCE
ODEN, JEREMY
REID, ERIN K.
RUSSELL, JULIE SILVEY
SHOOLE, ROMAN
SHUFORD, ANNA J.
STEWART, KELLY BRADLEY
SULLIVAN, WANDA S.
THOMPSON, STACI ANN
VAN GORDER, ABBE ALESSANDRA
VARGAS, PRISCILLA ALEXIS
WYNN, DEBORA L.
YARBROUGH, STEPHANIE REED

RENEWALS

BARNES, P.H.
BEEBE, NANETTE J.
BELL, LINDSEY
BOOKER, JAMIELEE
BOWEN, SLOAN
BROWN, SHIRLEY P.
CERVANTES, RAFAEL
CONKLIN, MARLENA
CONNER, RITA S.
CONWAY, MICHELLE A.
CURRY, BONNIE J.
DAVENPORT, CAROLYN SUE
DELLANINI, FELICIA
ECKERT, DEBRA B.
FERGUSON, JENIE
FRANK, JENNIFER M.
GLOGER, PEGGY A.
HANLON, JANET L.
HAWTHORNE, DAVID
HENDERSON, BRENDA W.
HOOPER, RONALD D.
HORRELL, ANA MARIA
JOHNSON, ANDY
JOHNSON, JESSICA
KELLY, DONNA L.

RENEWALS

KENDRICK, PHILIP W.
KING, JAN
KOON, KATHLEEN D.
LANE, LYNDA
LANIER, HEATHER G.
LARSEN, ERIC M.
LYTLE, TRACY LYNN
MAGLI, BOYCE C.
MAZANO, MARILYN
McAFEE, BRENDA
McALLESTER, SAM J., III
McCOOL, DAPHNE SMITH
MOORE, CAROL
NINER, VENUS
NORMAN, JANET R.
NORRIS, JOHN
O'BRIEN, MOLLY C.
OLSON, ERIC
OWENS, JENNY
PAINTER-ROSE, JUDY
PARHAM, BEVERLY
PATERNITI, MIRANDA
PATTON, KERIS
PAYNE, BRIAN
PEARCE, LESA L.
POWER, TRACY FELBER
RALEY, VERONICA L.
ROBINSON, JAMES L., JR.
RUTLAND, TODD
SANDERS, BRENT M.
SANDERS, PAULA M.
SCHROEDER, BELINDA M.
SPIVEY, MARGY J.
STREET, KATHY R.
TAYLOR, MELISSA
VAUGHT, ROBERT W.
WEST, KAITLYN
WILKINS, TIFFANY
WILLIAMS, DENA K.
WILSON-WEAVER, LAURIE
WRIGHT, D.
WRIGHT, LISA M.

FILED 9/19/18
ENTERED 8:30 a.m.
ELAINE ANDERSON, COUNTY CLERK
JW

RESOLUTION NO. 10-18-1

Requested by: Board of Education

RESOLUTION AMENDING GENERAL PURPOSE SCHOOL THE 2018-2019 BUDGET $56,209 FOR AN ADDITIONAL NURSE FOR CENTENNIAL HIGH SCHOOL
FROM FUND BALANCE

WHEREAS, Centennial High School has many students requiring medical services during the school day and there is a need for an additional nurse to meet this need; and

WHEREAS, this was not anticipated, and we will use fund balance to meet this need;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on October 8, 2018 approve and amend the 2018-2019 General Purpose School Fund budget in the following manner:

Revenue			
141.39000	**Unappropriated Fund Balance**	**$56,209**	
Expenditure			
141.72120.513105	**Medical Personnel**		**$40,576**
141.72120.529900	**Benefits**		**$15,723**
		$56,209	**$56,209**

Commissioner

Committees Referred to & Action Taken

1. School Board For 12 Against_____
2. Education For____ Against_____
3. Budget For 4 Against 0

COMMISSION ACTION TAKEN: For____ Against____ ABS____ Out____

Elaine Anderson - County Clerk

- Commission Chairman

Date

Rogers Anderson - County Mayor

10.18.Nurse.docx

DATE 9/19/18
ENTERED 8:30 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

RESOLUTION NO. 10-18-2

Requested by: Board of Education

RESOLUTION AMENDING GENERAL PURPOSE SCHOOL THE 2018-2019 BUDGET $38,802 FOR AN ADDITIONAL SECRETARY FOR FRANKLIN HIGH SCHOOL FROM FUND BALANCE

WHEREAS, Franklin High School opened an annex building which houses 400 students and will soon have our Entrepreneur Center and there is a need for an additional secretary to be in this building; and

WHEREAS, this was not anticipated, and we will use fund balance to meet this need;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on October 8, 2018 approve and amend the 2018-2019 General Purpose School Fund budget in the following manner:

Revenue			
141.39000	**Unappropriated Fund Balance**	**$38,802**	
Expenditure			
141.72410.516100	**Secretary**		**$29,000**
141.72410.529900	**Benefits**		**$9,802**
		$38,802	**$38,802**

Commissioner

Committees Referred to & Action Taken

1. School Board For 12 Against_____
2. Education For____ Against_____
3. Budget For 4 Against 0

COMMISSION ACTION TAKEN: For____ Against_____ ABS____ Out____

Elaine Anderson - County Clerk

- Commission Chairman

Date

Rogers Anderson - County Mayor

10.18.Secretary.docx

9/19/18
ENTERED 8:30 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

RESOLUTION NO. 10-18-3

Requested by: Board of Education

RESOLUTION AMENDING GENERAL PURPOSE SCHOOL THE 2018-2019 BUDGET $121,274 FOR AN ADMINISTRATOR FOR THE ENTREPRENEURIAL INNOVATION CENTER FROM FUND BALANCE

WHEREAS, the Board desires to initiate an Entrepreneur Innovation Program and in order to proceed with this new program, there is a need to hire an administrator to be tasked with the management of this program ; and

WHEREAS, this was not anticipated, and we will use fund balance to meet this need;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on October 8, 2018 approve and amend the 2018-2019 General Purpose School Fund budget in the following manner:

Revenue			
141.39000	**Unappropriated Fund Balance**	**$121,274**	
Expenditure			
141.72210.510500	**EIC Administrator**		**$95,600**
141.72210.529900	**Benefits**		**25,674**
		$121,274	**$121,274**

Commissioner

Committees Referred to & Action Taken

1. School Board For 12 Against_____
2. Education For____ Against_____
3. Budget For 4*Against 0 *Defer until Nov.

COMMISSION ACTION TAKEN: For____ Against_____ ABS___ Out___

Elaine Anderson - County Clerk

- Commission Chairman

Date

Rogers Anderson - County Mayor

10.18.Entreprenuer Admin.docx

9/19/18
8:30 a.m.
JW

RESOLUTION NO. 10-18-4

Requested by: BOARD OF EDUCATION

RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS' APPROVAL OF AN INTENT TO FUND OF UP TO $14,000,000 FOR CONSTRUCTION AND EQUIPPING OF A CENTRAL EAST ELEMENTARY SCHOOL

WHEREAS, the Williamson County Board of Education approved in November their capital outlay needs for 5 years; and

WHEREAS, in March we obtain the Commission's approval for an initial amount of $15,000,000 for a new elementary school in the central part of the county; and

WHEREAS, there is a need to get the remaining amount needed to finish the school by the end of June for an opening date for next fiscal year, with a request for **$14,000,000** being made now; and

WHEREAS, this resolution's purpose is to obtain the Commission's understanding for the need and consent on this project so that work can begin with future intent to funds to be requested based on actual cash flow needs, with an **estimated** total cost for this project of $29,000,000;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on October 8, 2018 approve funding of an amount not to exceed **$14,000,000** for the design and initial construction work for this facility and take the appropriate actions as necessary to provide funding; and

BE IT ALSO FURTHER RESOLVED, that the County may fund the above noted project 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.

LW Lutt

Commissioner

Committees Referred to and Action Taken

School Board	**Yes** 12	**No**___
Education	**Yes**___	**No**___
Budget	**Yes** 4	**No** 0
Commission	**Yes**___	**No**___

Elaine Anderson-County Clerk

– Commission Chairman

Rogers Anderson-County Mayor

Date

10.18.Central Elementary School ITF.docx

9/19/18
ENTERED 8:30 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

RESOLUTION NO. 10-18-5

Requested by: BOARD OF EDUCATION

RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COUNTY COMMISSIONERS' APPROVAL OF AN INTENT TO FUND OF $7,324,000 FOR IMPROVEMENTS, NEW CONSTRUCTION and EQUIPPING AN ADDITION FOR INDEPENDENCE HIGH SCHOOL

WHEREAS, the Williamson County Board of Education approved in November their capital outlay needs for 5 years; and

WHEREAS, in March the Commission approved an intent to fund of $1,000,000 for the design and initial work to increase capacity at Independence High School to address the growth and relieve overcrowding; and

WHEREAS, we anticipate needing to use this facility in the next school year and therefore request an additional **$7,324,000** to complete the addition: and

WHEREAS, this resolution's purpose is to obtain the Commission's understanding for the need and consent on this project so that work can begin and future intent to funds to be requested based on actual cash flow needs, with an estimated total cost for this project of $8,324,000;

NOW THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on October 8, 2018 approve funding of an amount not to exceed **$7,324,000** for the completion of an addition at Independence High School and take the appropriate actions as necessary to provide funding; and

BE IT ALSO FURTHER RESOLVED, that the County may fund the above noted project 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

Committees Referred to and Action Taken		
School Board	**Yes** 12	**No**___
Education	**Yes**___	**No**___
Budget	**Yes** 4	**No** 0
Commission	**Yes**___	**No**___

Elaine Anderson-County Clerk

– Commission Chairman

Rogers Anderson-County Mayor

Date

10.18.IHS add ITF.docx

9/19/18
8:30 a.m.
JW

RESOLUTION NO. 10-18-6
Requested by: Board of Education

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT UP TO $7,300,000 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION FOR THE PURPOSE OF FUNDING PHASE 2 of AN ESCO AGREEMENT FOR REPLACEMENT OF CERTAIN ASSETS

WHEREAS, the Board of Education performed a RFQ and contracted with a company (Trane) to provide a district wide energy savings program to create efficiencies in the operations of our buildings; and

WHEREAS, the company conducted investment grade audits to ensure that the projects provide a payback, sufficient enough to pay off any debt incurred for these projects; and

WHEREAS, this resolution's purpose is to obtain the Commissions' approval of the aforementioned project so that work can begin and funding for these needs being requested based on actual cash flow needs, not to exceed **$7,300,000,** this being the second of a three-phase project; and

WHEREAS, the company provides a guarantee of the savings sufficient to fund the debt, and if not, they pay the deficiency, which in turn will be used to fund the debt;

NOW, THERFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on October 8, 2018 approve up to **$7,300,000** for this second phase of ESCO initiative and take the appropriate actions that are necessary to fund this amount.

BE IT ALSO FURTHER RESOLVED, that the County *may* fund the **$7,300,000** 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

Committees Referred to & Action Taken

1. School Board	Yes 17	No ____
2. Education	Yes ____	No ____
3. Budget	Yes 4	No 0
COMMISSION ACTION TAKEN:	Yes ____	No ____

_____ Elaine Anderson-County Clerk

_____ -Commission Chairman

_____ Date

_____ Rogers Anderson-County Mayor

10.18.Energy Efficient ITF.docx

Resolution No. 10-18-8
Requested by: Emergency Communications Director

9-24-18
ENTERED 11:45am

RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 COUNTY GENERAL BUDGET BY $350,276 FOR START UP OPERATING, SALARY AND BENEFITS COSTS FOR FOR THE MERGER OF THE CITY OF SPRING HILL EMERGENCY COMMUNICATIONS DEPARTMENT– REVENUES TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS AND CONTRIBUTIONS FROM THE EMERGENCY COMMUNICATIONS DISTRICT

WHEREAS, the Williamson County Board of Commissioners approved an inter-local agreement with the City of Spring Hill, Tennessee, to merge their emergency communications services with the Williamson County Emergency Communications Department; and,

WHEREAS, this inter-local agreement with the City of Spring Hill will become effective January 2, 2019 and will cover 12 payrolls remaining within the fiscal year to include ten (10) dispatcher positions transferring from the City of Spring Hill; and,

WHEREAS, an additional supervisory position will be required, as well as 2 additional dispatchers, which are part of a multi-year effort to allow all supervisors off the console to allow for full-time supervision of the on-staff dispatchers;

WHEREAS, the Emergency Communications District will reimburse the county for some of these expenses, none of which are included in the current fiscal year budget;

NOW, THEREFORE, BE IT RESOLVED, that the 2018-19 County General budget be amended as follows:

REVENUES:	
Unappropriated County General Funds	$ 22,876
101.00000.390000.00000.00.00.00	
Civil Defense Reimbursement (ECD)	327,400
101.00000.472200.00000.00.00.00.G0002	**$350,276**
EXPENDITURES:	
Office of Public Safety	
Dispatcher/Radio Operators (101.54900.514800.00000.00.00.00)	$229,385
Communications (101.54900.530700.00000.00.00.00)	530
Dues & Memberships (101.54900.532000.00000.00.00.00)	350
Evaluations & Testing (101.54900.532200.00000.00.00.00)	6,000
Uniforms (101.54900.545100.00000.00.00.00)	12,900
In-Service/Staff Development (101.54900.552400.00000.00.00.00)	3,096
	$252,261
Employee Benefits	
Social Security (101.58600.520100.00000.00.00.00)	14,222
State Retirement (101.58600.520400.00000.00.00.00)	11,125
Life Insurance (101.58600.520600.00000.00.00.00)	390
Medical Insurance (101.58600.520700.00000.00.00.00)	68,952
Employer Medicare (101.58600.521200.00000.00.00.00)	3,326
	$ 98,015
	$350,276

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Human Resources Committee	For 4	Against 0
Law Enforcement/Public Safety Cmte.	For 4	Against 0
Budget Committee	For 4	Against 0

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

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

(SpringHill Dispatcher Merger Operating Expenses)

9-24-18
11:45AM

Resolution No. 10-18-9
Requested by: DUI Court

RESOLUTION APPROPRIATING AND AMENDING THE 2018-2019 WILLIAMSON COUNTY GENERAL SESSIONS DUI COURT BUDGET BY $388,004.00 FOR THE DUI COURT SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES GRANT – REVENUES TO COME FROM FEDERAL GRANT FUNDS

WHEREAS, the Williamson County General Sessions Court operates a DUI Court whose mission is to enhance public safety through the reduction of reoffending DUI offenses; and

WHEREAS, the DUI Court applied for and received grant funding for multiple years' contingent on the availability of funds beginning in 2018-2019 fiscal year; and

WHEREAS, the federal grant is awarded through the Substance Abuse and Mental Health Services Administration ("SAMHSA") in the amount of $388,004.00 for the 2018-2019 fiscal year, $399,031.00 for the 2019-2020 fiscal year, $400,000 for the fiscal years 2020-2021, $400,000 for the fiscal years 2021-2022, and $400,000 for the 2022-2023 fiscal year, subject to the availability of federal funds; and

WHEREAS, should the grant funds received from SAMHSA pay for a new employee position in the DUI Court, it is understood that should the grant funds not be appropriated in subsequent years for the position or if the grant funds are fully expended, the grant position will cease to exist; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to accept the SAMSHA grant on behalf of the DUI Court:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of October 2018, hereby authorizes the Williamson County Mayor to accept the grant notice subject to the terms and conditions of the Substance Abuse and Mental Health Services Administration to be used for the Williamson County General Sessions DUI Court;

AND BE IT FURTHER RESOLVED, that the 2018-19 General Sessions DUI Court Budget be amended as follows:

REVENUES:
Other Direct Federal Revenue **$388,004.00**
101.00000.479900.00000.00.00.00.G0029

EXPENDITURES:
Contracts Gov't. Agencies **$388,004.00**
101.53300.530903.00000.00.00.00

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For 4	Against 0		
Budget Committee	For 4	Against 0		
Commission Action Taken	For____	Against____	Pass____	Out____

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

9-24-18
11:45am

Resolution No. 10-18-10
Requested by: Sheriff's Office

RESOLUTION APPROPRIATING AND AMENDING THE 2018-2019 WILLIAMSON COUNTY SHERIFF'S OFFICE BUDGET BY $6,433.01 – REVENUES TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS

WHEREAS, *Tennessee Code Annotated, Section 5-8-101,* 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 accepts them by majority vote; and

WHEREAS, Gunner's Guardians is a project established by members of the 2015 Leadership Franklin class to provide protective vests for active K9 officers, and food and long term care for retired K-9 officers; and

WHEREAS, of the original donations totaling $8,065.00, a year-end balance of $6,433.01 remains unexpended; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to bring forward the unexpended balance of $6,433.01 to be utilized in the 2018-2019 Sheriff's Office budget.

NOW, THEREFORE, BE IT RESOLVED, that the 2018-19 Williamson County Sheriff's Office budget be amended as follows:

REVENUES:
County General Fund Balance **$6,433.01**
(101.00000.390000.00000.00.00.00

EXPENDITURES:
Sheriff's Office – Other Supplies **$6,433.01**
(101.54110.549901.00000.00.00.00)

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Board	For 4	Against 0	Pass ____	Out ____
Budget Committee	For 4	Against 0	Pass ____	Out ____
Commission Action Taken:	For ___	Against ____	Pass ____	Out ____

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

9-24-18
11:45am

Resolution No. 10-18-11
Requested by: Sheriff's Office

RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 WILLIAMSON COUNTY SHERIFF'S OFFICE BUDGET BY $64,052–REVENUES FROM SEIZED FUNDS RESULTING FROM A JOINT DRUG INVESTIGATION WITH MAURY COUNTY, TENNESSEE

WHEREAS, the Williamson County Sheriff's Office and the Maury County Sheriff's Office conducted a joint drug investigation; and

WHEREAS, as a result of the joint drug investigation, suspects were arrested and money was seized; and

WHEREAS, pursuant to Tennessee Code Annotated, Section 39-17-420, funds derived from drug seizures may be obtained and used in accordance with the restrictions provided in the code section; and

WHEREAS, a Court Order was granted directing the seized funds be distributed; and

WHEREAS, Maury County has delivered to the Williamson County Sheriff's Office a check in the amount of $64,052.00 for Williamson County's portion of the seized funds; and

WHEREAS, because the court order did not specifically designate the seized funds to be awarded to Williamson County, a resolution is needed:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of October 2018, hereby authorizes the Williamson County Mayor to accept a portion of seized funds in the amount of $64,052.00 from Maury County to be designated to Williamson County's drug fund and used as authorized by law;

AND BE IT FURTHER RESOLVED, that the 2018-19 Drug Fund be amended as follows:

REVENUES:

Proceeds-Confiscated Property #122.00000.429100.00000.23.00.00	**$64,052**

EXPENDITURES:

Other Capital Outlay #122.54150.579900.00000.00.00.00	**$64,052**

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For 4	Against 0		
Budget Committee	For 4	Against 0		
Commission Action Taken	For____	Against____	Pass____	Out____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

9-24-18
11:45am

Resolution No. 10-18-15
Requested by: Sheriff's Office

RESOLUTION APPROPRIATING AND AMENDING THE 2018-2019 WILLIAMSON COUNTY SHERIFF'S OFFICE BUDGET BY $9,408.22 – REVENUES FROM THE SALE OF A CONFISCATED VEHICLE IN ACCORDANCE WITH THE FINAL ORDER

WHEREAS, the Williamson County Sheriff's Office conducted a drug investigation which resulted in a vehicle being confiscated in accordance with Tennessee Code Annotated, Section 53-11-201; and

WHEREAS, the Appeals Division, Tennessee Department of Safety granted a Final Order of Delegation and Forfeiture ("Order") subject to a lien interest held by TitleMax; and

WHEREAS, the vehicle was sold and TitleMax was paid to release its lien interest leaving $9,408.22 from the sale; and

WHEREAS, Williamson County received a check in the amount of $9,408.22 for the remaining proceeds received from the sale of the confiscated vehicle; and

WHEREAS, because the Order did not specifically designate the funds to be awarded to Williamson County Drug Fund, this resolution is authorizing the transfer of the funds into the drug fund:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of October 2018, directs that the 2018-19 Drug Fund be amended as follows:

REVENUES:
Proceeds-Confiscated Property
#122.00000.429100.00000.23.00.00 **$9,408.22**

EXPENDITURES:
Other Capital Outlay
#122.54150.579900.00000.00.00.00 **$9,408.22**

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For 4	Against 0		
Budget Committee	For 4	Against 0		
Commission Action Taken	For_____	Against_____	Pass_____	Out_____

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK

Resolution No. 10-18-20
Requested by: Administrator of Elections

RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 ELECTION COMMISSION BUDGET BY $124,000 – REVENUES TO COME FROM COUNTY GENERAL FUND BALANCE

WHEREAS, Williamson County Election Commission submitted an operating budget for the 2018-19 fiscal year, reflecting the guidelines for operational increases; and

WHEREAS, the expenses for the November 8, 2018 Federal, State and Municipal Elections were not included in the budget process since they are a one-time expense; and

WHEREAS, the operating budget will need to be amended to cover the cost;

NOW, THEREFORE, BE IT RESOLVED, that the 2018-19 Election Commission budget be amended as follows:

REVENUES	
County General Fund Balance (101.00000.390000.00000.00.00.00)	$124,000
EXPENDITURES:	
Temporary Personnel (101.51500.516800.00000.00.00.00)	$30,000
Overtime (101.51500.518700.00000.00.00.00)	$10,000
Election Workers (101.51500.519300.00000.00.00.00)	$40,000
Advertising (101.51500.530200.00000.00.00.00)	$6,000
Freight Expenses (101.51500.532700.00000.00.00.00)	$7,000
Maintenance & Repair – Voting Equipment (101.51500.533600.00000.00.00.00)	$12,000
Maintenance & Repair – Office Equipment (101.51500.533700.00000.00.00.00)	$6,000
Printing, Stationary, & Forms (101.51500.534900.00000.00.00.00)	$6,000
Office Supplies (101.51500.543500.00000.00.00.00)	$7,000
	$124,000

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 10-18-21
Requested by: Library Director

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK

RESOLUTION APPROPRIATING AND AMENDING THE 2018-2019 LIBRARY BUDGET BY $ 37,473.03 - REVENUES TO COME FROM DONATIONS, CONTRIBUTIONS AND FINES

WHEREAS, *Tennessee Code Annotated, Section 5-8-101,* 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 accepts them by majority vote; and

WHEREAS, the Williamson County Public Library has received donations from individuals and organizations, contributions from municipalities, and revenues from fines, some which were not anticipated during the preparation of the current operating budget;

WHEREAS, some of these funds were not spent at the end of the fiscal year, and are now available to appropriate in the 2018-2019 budget.

NOW, THEREFORE, BE IT RESOLVED, that the 2018 - 2019 Library Budget be amended, as follows:

REVENUES		
Donations/Friends	101-00000-486103-00000-00-00-00	$ 10,000.00
Donations/Memorials	101-00000-486101-00000-00-00-00	$ 1,752.36
Reserve/Library Donations	101-00000-351210-00000-00-00-00	$ 15,720.67
Reserve/Library Fines	101-00000-351210-00000-00-00-00	$ 10,000.00
		$ 37,473.03
EXPENDITURES:		
Data Processing/Internet	101-56500-541101-00000-00-00-00	$ 5,000.00
Library Books/Media	101-56500-543201-00000-00-00-00	$ 12,721.03
Other Supplies/Foundation	101-56500-549902-00000-00-00-00	$ 9,250.00
Other Supplies/Gifts	101-56500-549901-00000-00-00-00	$ 10,502.00
		$ 37,473.03

Steve Smith - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Library Board: For 5 Against 0
Budget Committee: For 4 Against 0

Commission Action Taken: For _____ Against _____ Pass_____ Out _____

Elaine Anderson, County Clerk

Tommy Little - Commission Chairman

Rogers C. Anderson - County Mayor

Date

(Library Fines Donations Octo2018)

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK
EA

RESOLUTION NO. 10-18-22

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED $49,000,000 OF COUNTY DISTRICT SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE, PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS, AND ALLOCATING EDUCATIONAL IMPACT FEE COLLECTIONS TO DEFRAY PUBLIC IMPROVEMENT EXPENSES

WHEREAS, pursuant to Sections 49-3-1001, et seq., Tennessee Code Annotated (the "Act"), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance school projects; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Williamson County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue county district school bonds of the County to provide funds for the (i) acquisition, design, construction, improvement, renovation and equipping of County K-8 school facilities; (ii) improving, upgrading, modifying and equipping County K-8 school buildings and facilities for the purpose of energy conservation; (iii) acquisition of property real and personal appurtenant to the foregoing; (iv) payment of engineering, architectural, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (v) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (vi) payment of costs incident to the issuance and sale of such bonds; and

WHEREAS, the Governing Body wishes to allocate Educational Impact Fee collections to certain costs of the Projects; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed $49,000,000 in aggregate principal amount of its county district school bonds; providing for the levy of a tax for the payment of debt service on such bonds; and allocating Educational Impact Fee collections to certain costs of the Projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Act and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means not to exceed $49,000,000 in aggregate principal amount of County District School Bonds of the County, to be dated their date of delivery, with such series designation and such other dated date as the County Mayor shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County" shall mean Williamson County, Tennessee;

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Energy Conservation Projects" means that portion of the Projects related to improving, upgrading, modifying and equipping County K-8 school buildings and facilities for the purpose of energy conservation;

(j) "Financial Advisor" means Stephens Inc., Nashville, Tennessee;

(k) "Governing Body" means the Board of County Commissioners of the County;

(l) "Impact Fees" shall mean Educational Impact Fees imposed and collected by the County in the manner and at the time specified in Resolutions No. 11-16-6 and 11-16-7, adopted November 14, 2016;

(m) "Memorandum of Understanding" means that certain memorandum of understanding between the County and the County's Board of Education described in Section 14;

(n) "Projects" shall have the meaning ascribed to it in the preamble hereto; and

(o) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. The estimated debt service costs and costs of issuance of the Bonds are set forth in Sections 4 and 9 below. The Projects include capital improvements with varying estimated useful lives. In accordance with the terms of the Debt Management Policy, the following table identifies an estimated breakdown of the Projects by cost and useful life. The Governing Body acknowledges that all Projects will be amortized pro rata with the amortization of the Bonds, as projected in Section 4 below. As required by the Debt Management Policy, the weighted average maturity of the Bonds will be shorter than the weighted average useful life of the Projects.

Project Component	Estimated Cost	Estimated Useful Life (Years)
School Construction	$37,800,000	40
School - Renovations and Repairs	7,302,220	20
School Equipment, Transportation and Technology	1,447,400	20
School Asphalt and Paving	1,009,890	20
School Energy Conservation	4,947,636	20
General Government – Equipment and Repairs	2,923,834	5

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount not to exceed $49,000,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as "County District School Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2019. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

(b) Subject to modifications permitted in Section 8 hereof, the Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in the table below. The interest amounts set forth below are estimates and are included herein solely for purpose of presenting estimated debt service costs as contemplated by the County's debt management policies. Actual principal and interest payments will depend upon market conditions on the date on which the Bonds are competitively bid and the structure of the winning bid, as described in Section 8.

Date	Principal	Interest	Total P+I
06/30/2019	-	770,729.17	770,729.17
06/30/2020	170,000.00	1,837,500.00	2,007,500.00
06/30/2021	180,000.00	1,831,125.00	2,011,125.00
06/30/2022	1,940,000.00	1,824,375.00	3,764,375.00
06/30/2023	2,015,000.00	1,751,625.00	3,766,625.00
06/30/2024	2,090,000.00	1,676,062.50	3,766,062.50
06/30/2025	2,170,000.00	1,597,687.50	3,767,687.50
06/30/2026	2,250,000.00	1,516,312.50	3,766,312.50
06/30/2027	2,330,000.00	1,431,937.50	3,761,937.50
06/30/2028	2,420,000.00	1,344,562.50	3,764,562.50
06/30/2029	2,515,000.00	1,253,812.50	3,768,812.50
06/30/2030	2,605,000.00	1,159,500.00	3,764,500.00
06/30/2031	2,705,000.00	1,061,812.50	3,766,812.50
06/30/2032	2,805,000.00	960,375.00	3,765,375.00
06/30/2033	2,910,000.00	855,187.50	3,765,187.50
06/30/2034	3,020,000.00	746,062.50	3,766,062.50
06/30/2035	3,130,000.00	632,812.50	3,762,812.50
06/30/2036	3,250,000.00	515,437.50	3,765,437.50
06/30/2037	3,370,000.00	393,562.50	3,763,562.50
06/30/2038	3,495,000.00	267,187.50	3,762,187.50
06/30/2039	3,630,000.00	136,125.00	3,766,125.00
Total	$49,000,000.00	$23,563,791.67	$72,563,791.67

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2028 shall mature without option of prior redemption and Bonds maturing April 1, 2029 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to

what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(e) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(f) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(g) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(h) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such

Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(i) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(j) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(k) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The

County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(l) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
COUNTY DISTRICT SCHOOL BOND, SERIES ____

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on April 1, 2019, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____ _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery

or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before April 1, 2028, shall mature without option of prior redemption and Bonds maturing April 1, 2029 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the

proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating $_____ and issued by the County for the purpose of providing funds to finance County K-8 school projects and payment of costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 et seq., Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on October 8, 2018 (the "Resolution").

This Bond shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY:_____
County Mayor

(SEAL)

ATTESTED:

_____
County Clerk

Transferable and payable at the

principal corporate trust office of: _____

_____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Williamson County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District, in addition to all other taxes authorized by law, sufficient to pay the debt service on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay debt service coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par, and accrued interest, if any, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Financial Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the County Mayor in consultation with the Financial Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "County District School Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2019, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the 21st fiscal year following the fiscal year of such series; (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of Bonds is consistent with the provisions of Section 4 hereof.

(5) adjust (by duration and/or price) or remove the County's right to optionally redeem the Bonds;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the County and such premium to be paid by the County or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "County District School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds.

(a) The proceeds of the sale of each series of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the County District School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof and (ii) pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall be retained in the Construction Fund and applied to the purposes described above. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the applicable County Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds, including bond proceeds, accrued interest, reoffering premium, Impact Fees allocated pursuant to Section 13 hereof, and other receipts from this transaction. The

department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

(c) The following is an estimate of the non-underwriting costs of issuance of the Bonds:

Financial Advisor	$35,000
Bond Counsel	$40,000
Bond Rating	$28,500
Paying Agent	$500
Electronic OS and Bidding Platform	$1,500
Miscellaneous	$4,500
Total	$110,000

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(c) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Allocation of Impact Fees to Public Improvement Expenses. The Governing Body hereby determines to defray the costs of the Projects listed below by allocating and appropriating Impact Fees thereto:

Project Identification	Project Expense	Portion of Expense to be Defrayed by Impact Fees
Grassland Auditorium	Capital improvement costs	$1,700,000.00
Sunset Auditorium	Capital improvement costs	$1,700,000.00
Central East Elementary	Capital improvement costs	$3,168,669.30

Impact Fees which have been allocated for the purpose of defraying capital acquisition, construction and improvements costs of a Project will be applied to the payment of such capital costs prior to the application of Bond proceeds to such capital costs. The County's finance and school officials are authorized and directed to maintain records detailing the allocation of all Impact Fees to the Project Expenses described above.

Section 14. Authorization of Memorandum of Understanding. The Governing Body hereby authorizes the County Mayor to enter into a Memorandum of Understanding with the County's Board of Education, providing that any energy savings resulting from the Energy Conservation Projects shall be paid to the County as needed to pay debt service on the portion of Bonds allocable to the Energy Conservation Projects.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 8th day of October, 2018.

Steve Smith
Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

1. Education Committee For _____ Against _____
2. Budget Committee For 4 Against 0

COMMISSION ACTION TAKEN: For ___ Against ____ Pass ____ Out ____ Abstain _____ Absent ____

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson,
County Mayor

Date

(shared/resolutions/County District School Bonds-Oct2018)

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK

RESOLUTION NO. 10-18-23

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED $92,350,000 OF GENERAL OBLIGATION PUBLIC IMPROVEMENT AND SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE, PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND THE WILLIAMSON MEDICAL CENTER TO PROVIDE FOR THE PAYMENT BY THE WILLIAMSON MEDICAL CENTER OF A PORTION OF THE BONDS, AND ALLOCATING EDUCATIONAL IMPACT FEE COLLECTIONS TO DEFRAY PUBLIC IMPROVEMENT EXPENSES

WHEREAS, pursuant to Section 9-21-101, et seq., Tennessee Code Annotated and Sections 49-3-1001, et seq., Tennessee Code Annotated (the "Acts"), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance public works projects and school projects; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Williamson County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide funds for the (i) acquisition, design, construction, improvement, renovation and equipping of public buildings and facilities for the County, including but not limited to (A) County high schools, (B) improvements to the Ag Expo Park, (C) acquisition of equipment for the Election Commission, (D) information technology installations and upgrades for County facilities, (E) acquisition of land for and improvements to parks and recreation facilities, (F) various acquisitions of and improvements to County facilities, including the purchase of property to house ambulance facilities and Election Commission offices, and also including Animal Center master plan improvements, (G) acquisition of land for, improvements to and equipping of Public Safety facilities, (H) purchase and installation of equipment and facilities for the Sheriff, (I) purchase and installation of equipment and facilities for Solid Waste Management, and (J) improvements to the Williamson County Hospital District, d/b/a Williamson Medical Center; (ii) improving, upgrading, modifying and equipping County high school buildings and facilities for the purpose of energy conservation; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (v) payment of costs incident to the issuance and sale of such bonds; and

WHEREAS, the issuance of general obligation bonds to finance public works projects other than school projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body has heretofore adopted an initial resolution proposing the issuance of not to exceed $76,650,000 in aggregate principal amount of general obligation bonds to finance the Projects other than those related to County high schools, which initial resolution has been published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, and no protest thereof has been made by the voters of the County; and

WHEREAS, the Governing Body wishes to allocate Educational Impact Fee collections to certain costs of the Projects; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed $92,350,000 in aggregate principal amount of its general obligation public improvement and school bonds; providing for the levy of a tax for the payment of debt service on such bonds; authorizing an interlocal agreement between the County and the Williamson Medical Center to provide for the payment by the Williamson Medical Center of a portion of the bonds; and allocating Educational Impact Fee collections to certain costs of the Projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Acts and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means not to exceed $92,350,000 in aggregate principal amount of General Obligation Public Improvement and School Bonds of the County, to be dated their date of delivery, with such series designation and such other dated date as the County Mayor shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County" shall mean Williamson County, Tennessee;

(e) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) "Energy Conservation Projects" means that portion of the Projects related to improving, upgrading, modifying and equipping County high school buildings and facilities for the purpose of energy conservation;

(j) "Financial Advisor" means Stephens Inc., Nashville, Tennessee;

(j) "Governing Body" means the Board of County Commissioners of the County;

(k) "Hospital" means the Williamson County Hospital District, d/b/a Williamson Medical Center;

(l) "Impact Fees" shall mean Educational Impact Fees imposed and collected by the County in the manner and at the time specified in Resolutions No. 11-16-6 and 11-16-7, adopted November 14, 2016;

(m) "Interlocal Agreement" means the agreement between the County and the Hospital authorized in Section 13 hereof;

(n) "Memorandum of Understanding" means that certain memorandum of understanding between the County and the County's Board of Education described in Section 15;

(o) "Projects" shall have the meaning ascribed to it in the preamble hereto; and

(p) "Registration Agent" means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. The estimated debt service costs and costs of issuance of the Bonds are set forth in Sections 4 and 9 below. The Projects include capital improvements with varying estimated useful lives. In accordance with the terms of the Debt Management Policy, the following table identifies an estimated breakdown of the Projects by cost and useful life. The Governing Body acknowledges that all Projects will be amortized pro rata with the amortization of the Bonds, as projected in Section 4 below. As required by the Debt Management Policy, the weighted average maturity of the Bonds will be shorter than the weighted average useful life of the Projects.

Project Component	Estimated Cost	Estimated Useful Life (Years)
Hospital Expansion	$45,000,000	40
School Construction	8,324,000	40
General Government – Construction,Equipment,Improvements	9,435,000	40
School– Construction,Equipment,Improvements	1,651,810	20
School Energy Conservation	2,350,957	20
County– Construction,Equipment,Improvements	8,485,000	20
School Asphalt and Paving	1,055,110	20
General Government – Equipment and Repairs	8,315,000	15
School Equipment, Transportation and Technology	40,000	10
School Equipment, Transportation and Technology	3,064,232	5
County Equipment, Transportation and Technology	4,430,595	5

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount not to exceed $92,350,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as "General Obligation Public Improvement and School Bonds" and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2019. The Bonds shall be issued initially in $5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

(remainder of page intentionally left blank)

(b) Subject to modifications permitted in Section 8 hereof, the Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in the table below. The interest amounts set forth below are estimates and are included herein solely for purpose of presenting estimated debt service costs as contemplated by the County's debt management policies. Actual principal and interest payments will depend upon market conditions on the date on which the Bonds are competitively bid and the structure of the winning bid, as described in Section 8.

Date	Principal	Interest	Total P+I
06/30/2019	-	1,452,588.54	1,452,588.54
06/30/2020	1,635,000.00	3,463,125.00	5,098,125.00
06/30/2021	1,700,000.00	3,401,812.50	5,101,812.50
06/30/2022	3,555,000.00	3,338,062.50	6,893,062.50
06/30/2023	3,685,000.00	3,204,750.00	6,889,750.00
06/30/2024	3,820,000.00	3,066,562.50	6,886,562.50
06/30/2025	3,970,000.00	2,923,312.50	6,893,312.50
06/30/2026	4,110,000.00	2,774,437.50	6,884,437.50
06/30/2027	4,265,000.00	2,620,312.50	6,885,312.50
06/30/2028	4,430,000.00	2,460,375.00	6,890,375.00
06/30/2029	4,595,000.00	2,294,250.00	6,889,250.00
06/30/2030	4,765,000.00	2,121,937.50	6,886,937.50
06/30/2031	4,945,000.00	1,943,250.00	6,888,250.00
06/30/2032	5,135,000.00	1,757,812.50	6,892,812.50
06/30/2033	5,325,000.00	1,565,250.00	6,890,250.00
06/30/2034	5,525,000.00	1,365,562.50	6,890,562.50
06/30/2035	5,730,000.00	1,158,375.00	6,888,375.00
06/30/2036	5,945,000.00	943,500.00	6,888,500.00
06/30/2037	6,170,000.00	720,562.50	6,890,562.50
06/30/2038	6,400,000.00	489,187.50	6,889,187.50
06/30/2039	6,645,000.00	249,187.50	6,894,187.50
Total	$92,350,000.00	$43,314,213.54	$135,664,213.54

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2028 shall mature without option of prior redemption and Bonds maturing April 1, 2029 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such

payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(e) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(f) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(g) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least $1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(h) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the

date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(i) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in $5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(j) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(k) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants,

for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(l) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(n) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the debt service on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. Any portion of the Bonds attributable to the costs of improvements to the Hospital and costs associated thereto, are additionally payable from, although not secured by, revenues received by the County from the Hospital pursuant to the Interlocal Agreement.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
GENERAL OBLIGATION PUBLIC IMPROVEMENT AND SCHOOL BOND, SERIES ____

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner: CEDE & CO.

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on April 1, 2019, and semi-annually thereafter on the first day of [April] and [October] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____ _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in $5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of, [premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and

interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before April 1, 2028 shall mature without option of prior redemption and Bonds maturing April 1, 2029 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2028 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final Maturity	Redemption Date	Principal Amount of Bonds Redeemed

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but

neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating $_____ and issued by the County for the purpose of providing funds to (i) finance public works and public facilities improvements for the County, including without limitation improvements to the Williamson Medical Center (the "Hospital") and high school construction and improvement projects and (ii) pay costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101 et seq., Tennessee Code Annotated and Sections 49-3-1001 et seq., Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on October 8, 2018 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. The County and the Hospital have entered into an interlocal agreement, which requires the Hospital to make annual payments to the County in amounts sufficient to pay debt service on the portion of the Bonds attributable to financing improvements and related costs to the Hospital. This portion of the Bonds is additionally payable from, although not secured by, amounts paid by the Hospital to the County pursuant to the Interlocal Agreement. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY:_____
County Mayor

(SEAL)

ATTESTED:

_____
County Clerk

Transferable and payable at the
principal corporate trust office of: _____
_____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

_____
Registration Agent

By:_____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of Williamson County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____
NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, and accrued interest, if any, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Financial Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the County Mayor in consultation with the Financial Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of

the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement and School Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2019, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the 21st fiscal year following the fiscal year of such series; (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of Bonds is consistent with the provisions of Section 4 hereof.

(5) adjust (by duration and/or price) or remove the County's right to optionally redeem the Bonds;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(7) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the County and such premium to be paid by the County or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement and School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of each series of the Bonds shall be applied by the County as follows:

(a) The proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Public Improvement and School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof and (ii) pay costs of issuance of the Bonds.

Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall be retained in the Construction Fund and applied to the purposes described above. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the County's General Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds, including bond proceeds, accrued interest, reoffering premium, Impact Fees allocated pursuant to Section 14 hereof, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

(c) The following is an estimate of the non-underwriting costs of issuance of the Bonds:

Financial Advisor	$70,000
Bond Counsel	$75,000
Bond Rating	$50,000
Paying Agent	$500
Electronic OS and Bidding Platform	$1,500
Miscellaneous	$3,000
Total	$200,000

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds.

(c) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Authorization of Interlocal Agreement. For the purpose of providing for the grant of a portion of the proceeds of the Bonds to the Hospital to finance Hospital capital improvements and the payment of debt service on such Bonds by the Hospital, an Interlocal Agreement in substantially the form attached hereto as Exhibit A is hereby approved. The County Mayor and County Clerk are hereby authorized to sign and attest the Interlocal Agreement on behalf of the County, with such changes as may be approved by the County Mayor. The County Mayor shall determine the amount of Bonds to be issued for the benefit of the Hospital, provided that the maximum amount of sale proceeds to be made available to the Hospital shall not exceed $45,000,000. The principal of such Bonds shall amortize in a manner consistent with the amortization of the Bonds, generally.

Section 14. Allocation of Impact Fees to Public Improvement Expenses. The Governing Body hereby determines to defray the costs of the Projects listed below by allocating and appropriating Impact Fees thereto:

Project Identification	Project Expense	Portion of Expense to be Defrayed by Impact Fees
Expansion of Independence High School	Capital improvements costs	$53,480.67

Impact Fees which have been allocated for the purpose of defraying capital acquisition, construction and improvements costs of a Project will be applied to the payment of such capital costs prior to the application of Bond proceeds to such capital costs. The County's finance and school officials are authorized and directed to maintain records detailing the allocation of all Impact Fees to the Project Expenses described above.

Section 15. Authorization of Memorandum of Understanding. The Governing Body hereby authorizes the County Mayor to enter into a Memorandum of Understanding with the County's Board of Education, providing that any energy savings resulting from the Energy Conservation Projects shall be paid to the County as needed to pay debt service on the portion of Bonds allocable to the Energy Conservation Projects.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 8th day of October, 2018.

Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

1. Education Committee For _____ Against _____
2. Budget Committee For 4 Against 0

Commission Action Taken: For ___ Against ____ Pass ____ Out ____ Abstain _____ Absent ____

Elaine H. Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson,
County Mayor

Date

EXHIBIT A

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into as of this ___ day of _____, 2018 by and between Williamson County, Tennessee (the "County") and the Williamson County Hospital District d/b/a Williamson Medical Center (the "Hospital"), pursuant to Tennessee Code Annotated, Section 12-9-104, and resolutions of the County Commission and of the Board of Directors of the Hospital.

W I T N E S S E T H:

WHEREAS, the Hospital has requested that the County issue up to $45,000,000 of bonds for the purpose of financing the acquisition, construction and equipping of capital improvements to Hospital facilities (the "Hospital Projects"); and

WHEREAS, the County has agreed to issue its general obligation bonds (the "Bonds") and grant the proceeds thereof to the Hospital to finance the Hospital Projects and related bond issuance costs; and

WHEREAS, the Bonds are being issued without an express pledge of Hospital revenues, based on the advice of the County's financial advisor that the express pledge of Hospital Revenues will not improve the pricing of the Bonds; and

WHEREAS, the County and the Hospital intend for the Hospital to remain financially responsible for debt service on the Bonds; and

WHEREAS, in consideration of the County's willingness to issue the Bonds and in order to provide for the payment of debt service on the Bonds, the Hospital has determined to enter into this Interlocal Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the County and the Hospital agree as follows:

1. Agreement to Grant Bond Proceeds. The County hereby agrees to grant the proceeds of the Bonds (net of any original issue discount or related issuance costs) to the Hospital to finance the Hospital Projects. The proceeds of the Bonds shall be granted to the Hospital upon the issuance of the Bonds, and the Hospital shall hold and invest the Bond proceeds pending their expenditure. The Hospital shall provide the County with documentation and information sufficient, in the opinion of the County, to document the investment and expenditure of Bond proceeds.

2. Agreement to Transfer and Apply Funds. The Hospital hereby agrees that it will transfer to the County, at the beginning of each fiscal year of the County, from such funds as it may hold and which are legally available to be applied by it for debt service purposes, an amount equal to the debt service coming due on the Bonds in such fiscal year. The County shall apply all such funds received from the Hospital to the payment of debt service on the Bonds.

3. Term of Bonds. The Bonds shall have such terms and conditions as may be approved by the County Mayor in connection with the sale of the Bonds and certified in writing to the Hospital by the County Mayor, provided that the par amount of the Bonds shall not exceed $45,000,000, the Bonds shall have a final maturity not later than 21 years following the issuance of the Bonds and the Bonds shall bear interest at rates not to exceed six percent per annum. The Bonds may be sold as part of or in connection with the sale of other general obligation bonds of the County. The parties shall attach to this agreement a schedule reflecting the time and amount of debt service obligations on the Bonds.

4. Tax-Exemption of Bonds. The Hospital acknowledges and agrees that the Bonds will be issued on a tax-exempt basis. The officers of the Hospital shall execute such documents and certificates as may be required by the County's Bond Counsel in connection with the issuance of tax-exempt debt obligations. The Hospital shall operate the Hospital Facilities in a manner that preserves the tax-exempt status of the Bonds.

5. Term of Agreement. The term of this Agreement, and the duties and responsibilities of the parties hereunder, shall commence upon the issuance of the Bonds and shall continue until the payment in full of the Bonds.

6. Entire Agreement; Controlling Agreement. This Agreement contains the entire understanding among the parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their respective duly authorized corporate officers, as of the day and year first above written.

WILLIAMSON COUNTY, TENNESSEE

By: _____
Title: County Mayor

ATTEST:

_____
County Clerk

WILLIAMSON COUNTY HOSPITAL DISTRICT

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK

Resolution No. 10-18-7
Requested by: Office of Public Safety

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTER-LOCAL AGREEMENT WITH THE CITY OF SPRING HILL AND THE WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS DISTRICT FOR THE MERGER OF EMERGENCY COMMUNICATIONS DISPATCH

WHEREAS, Williamson County ("County"), the City of Spring Hill ("City"), and the Williamson County Emergency Communications District ("ECD") have the express authority, upon approval of their respective governing bodies, to enter into inter-local agreements in accordance with *Tennessee Code Annotated*, Section 12-9-104, to perform any governmental service, activity, or undertaking which the public agencies are authorized by law to perform; and

WHEREAS, the ECD Board manages the emergency communications system within the boundaries of Williamson County in accordance with the powers authorized by Tennessee Code Annotated, Section 7-86-101 et. seq.; and

WHEREAS, in 1998, the ECD and the County executed an inter-local agreement providing that the ECD would receive all 911 calls from the district with the use of County employees and the ECD reimburses the County for the costs of providing the employees; and

WHEREAS, the City operates and maintains a dispatch division through its emergency communication department that currently has ten employee positions; and

WHEREAS, the parties recognize the benefit in transferring and merging the City's emergency communications dispatch division's personnel with the County's emergency communications dispatch division; and

WHEREAS, the City has agreed to pay to the ECD certain costs, including the cost of transferring and employing the employees for the first two years of the agreement; and in turn the ECD will reimburse the County for the costs as provided in the inter-local agreement; and

WHEREAS, at the conclusion of the two year period, the ECD has agreed to continue to reimburse the County for the cost of the employees; and

WHEREAS, the Williamson County Board of Commissioners finds that merging the City's emergency communications dispatch with the County's emergency communications dispatch will create a more efficient model for the provision of emergency communications dispatch services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of October, 2018, hereby authorizes the Williamson County Mayor to execute the attached inter-local agreement and all other documents with the City of Spring Hill and the Williamson County Emergency Communications District to transfer and merge the City of Spring Hill's emergency communications dispatch with the Williamson County Emergency Communications dispatch.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For 4	Against 0			
Human Resources	For 4	Against 0			
Budget Committee	For 4	Against 0			
Commission Action Taken	For ____	Against ____	Pass ____	Out ____	

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Shared/resoluitons/Auth Interlocal City of Spring Hill ECD Dispatch

9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK

RESOLUTION NO. 10-18-12
Requested by: Emergency Management Director

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, Williamson County Board of Commissioners adopted resolution 11-12-17 approving an amended Multi-Hazard Mitigation Plan; 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 all documentation needed to maintain compliance to be eligible for certain federal grants:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of October, 2018, hereby adopts the amended Williamson County Multi-Hazard Mitigation Plan and authorizes the Williamson County Mayor to sign all documents required to maintain compliance to be eligible for certain federal grants:

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

Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement/Pub Safety Committee: For: 4 Against: 0
Budget Committee: For: 4 Against: 0 Pass:_____ Out:_____
Commission Action Taken: For___ Against___

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

9-24-18
ENTERED 11:45am

Resolution No. 10-18-13
Requested by: Bill Jorgensen

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LONG TERM GROUND LEASE AGREEMENT AND EASEMENT WITH KATHERINE JONES FOX FOR THE PLACEMENT OF A TELECOMMUNICATIONS TOWER

WHEREAS, a county may lease land from any person, corporation, partnership, or association for such consideration and upon such terms as in the judgment of the governing body are in the interests of the county; and

WHEREAS, Tennessee Code Annotated, Section 7-51-902 permits Williamson County to agree to a long term lease provided that the lease does not exceed forty years or the useful life of the improved property subject to satisfaction of the notice requirements defined in Tennessee Code Annotated, Section 7-51-904; and

WHEREAS, the Williamson County Office of Public Safety has been working to expand the County's emergency communications abilities; and

WHEREAS, Ms. Katherine Jones Fox owns property located along Hillsboro Road at the intersection of Sneed Road identified as Map 013.00, Parcel 05.08; and

WHEREAS, the Williamson County Office of Public Safety has determined that installation of a telecommunications tower on the property would be advantageous to Williamson County and its emergency communications system; and

WHEREAS, the Williamson County Board of Commissioners desires to grant the Williamson County Mayor the authority to enter into a long term ground lease agreement with Katherine Jones Fox to construct a telecommunications tower to house telecommunications antenna and related equipment for an initial term of twenty years with the ability to extend the lease for two additional ten year terms, not to exceed a total term of forty years; and

WHEREAS, pursuant to *Tennessee Code Annotated, Section 7-51-904*, notice of the meeting will be published in a newspaper of general circulation no later than seven days prior to the meeting identifying the real property, the term of the lease agreement, and contracting parties:

NOW, THEREFORE, BE IT RESOLVED, that the statutory notice has been given and that the Board of Commissioners, meeting in regular session this the 8th day of October, 2018, hereby authorizes the Williamson County Mayor to execute a long term ground lease agreement, and any future amendments and addendums, with Ms. Katherine Jones Fox for the placement of a telecommunications tower on property located along Hillsboro Road at the intersection of Sneed Road identified as Map 013.00, Parcel 05.08 for the operation of telecommunications antennas and related equipment.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For 4	Against 0		
Budget Committee	For 4	Against 0		
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

9-24-18
11:45am

Resolution No.: 10-18-14
Requested by: Sheriff's Department

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE AN AGREEMENT, ON BEHALF OF THE WILLIAMSON COUNTY SHERIFF'S OFFICE, WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR THE TEMPORARY TRANSFER OF A LAW ENFORCEMENT/ DRUG TASK FORCE OFFICER

WHEREAS, Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into agreements with federal agencies for cooperation in the provision of law enforcement services; and

WHEREAS, pursuant to 21 U.S.C. § 873 the United States Department of Justice, Drug Enforcement Administration ("DEA") is authorized to enter into cooperative agreements concerning the use and abuse of controlled substances; and

WHEREAS, the agreement states that the Williamson County Sheriff's Office is to provide one experienced officer to be assigned to the Middle Tennessee Drug Enforcement Task Force for a period of two years to operate under the direct supervision and control of the DEA conditioned on the agreement being extended for a one year term; and

WHEREAS, the Sheriff's Office law enforcement officer appointed in accordance with the agreement shall be deputized as a task force officer of the DEA pursuant to 21 U.S.C. § 878; and

WHEREAS, the agreement provides the DEA will, subject to availability of funds, reimburse Williamson County for any overtime payments made to the officer; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to enter into the agreement with the DEA:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of October, 2018, authorizes the Williamson County Mayor to execute the agreement, on behalf of the Sheriff's Office, with the United States Department of Justice, Drug Enforcement Administration as well as all other related documents authorizing the temporary transfer of a law enforcement officer to the Middle Tennessee Drug Task Force.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee	For 4	Against 0	Pass ____	Out ____
Budget Committee	For 4	Against 0	Pass ____	Out ____
Commission Action Taken:	For ___	Against ____	Pass ____	Out ____

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Williamson County, Tennessee Sheriff's Office
PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
Middle Tennessee Drug Enforcement Task Force
Nashville, Tennessee District Office Drug Task Force One

This agreement is made this 1st day of October, 2018 between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Williamson County Sheriff's Office (hereinafter "WCSO"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Middle Tennessee area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Middle Tennessee, the parties hereto agree to the following:

1. The Middle Tennessee Drug Enforcement Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Middle Tennessee area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Tennessee.

2. To accomplish the objectives of the Middle Tennessee Drug Enforcement Task Force, the WCSO agrees to detail one (1) experienced officer(s) to the Middle Tennessee Drug Enforcement Task Force for a period of not less than two years. During this period of assignment, the WCSO officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The WCSO officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The WCSO officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. § 878.

5. To accomplish the objectives of the Middle Tennessee Drug Enforcement Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability

of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and WCSO officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Middle Tennessee Drug Enforcement Task Force, the WCSO will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the WCSO for overtime payments made by it to WCSO officer(s) assigned to the Middle Tennessee Drug Enforcement Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $18,343.75), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the WCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The WCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The WCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The WCSO shall maintain all such reports and records until all litigation, claims, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The WCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The WCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The WCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the WCSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the WCSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date specified in the opening paragraph until September 30, 2019. This agreement may be terminated by either party on 30-days advance written notice. Billing for all outstanding obligations must be received by DEA within 90-days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by WCSO during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____

Robert J. Murphy, Special Agent-in-Charge

Atlanta Field Division

For the Williamson County, Tennessee Sheriff's Office

_____ Date: _____

Rogers Anderson, Mayor

Attachment:

OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit "Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Nashville District Office
801 Broadway, Suite 500
Nashville, TN 37203

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F., for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Williamson County, Tennessee Sheriff's Office
408 Century Court
Franklin, TN 37064

2. Application Number and/or Project Name

Annual DEA State & Local Task Force Agreement

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

RC Rogers Anderson, County Mayor

5. Signature

6. Date

9-24-18
11:45am

Resolution No. 10-18-16
Requested by: County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO APPROVE ASSIGNMENT OF THE JOINT CONFERENCE CENTER OPERATING AGREEMENT, CATERING, AND RECIPROCAL EASEMENT USE AGREEMENT BETWEEN CH REALTY VI/H FRANKLIN COOL SPRINGS, L.L.C. AND CHARTWELL HOSPITALITY, LLC

WHEREAS, the Conference Center of Cool Springs ("Conference Center") is jointly owned by the City of Franklin and Williamson County, Tennessee; and

WHEREAS, the Board of Commissioners of Williamson County passed a resolution on July 8, 1996, authorizing the execution of the original Joint Conference Center Development Agreement, Operating Agreement, Catering, and Reciprocal Easement Use Agreement for the Conference Center of Cool Springs; and

WHEREAS, on September 11, 2006, the Board of Commissioners authorized the Williamson County Mayor to execute assignment and assumption of the rights of the Operating Agreement, Catering Agreement and Reciprocal Easement Use Agreement to Franklin Realco, LLC; and

WHEREAS, on July 14, 2014, the Board of Commissioners authorized the Williamson County mayor to approve an assignment and assumption of the rights and obligations of the Operating Agreement, Catering Agreement, and Reciprocal Easement Use Agreement to CH Realty VI/H Franklin Cool Springs, LLC; and

WHEREAS, Chartwell Hospitality, LLC is in the process of purchasing the Marriott Franklin Cool Springs hotel including operation of the Conference Center of Cool Springs and has approached both the City of Franklin and Williamson County for approval to assume the rights and obligations under the Operating Agreement, Catering Agreement, and Reciprocal Easement Use Agreement concerning the Conference Center; and

WHEREAS, the operation of the Conference Center of Cool Springs has been an occasional source of revenue for both Williamson County and the City of Franklin; and

WHEREAS, Chartwell Hospitality, LLC has represented it possesses the experience and resources to develop and operate the Conference Center:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Williamson County, meeting in regular session this 8th day of October, 2018, hereby authorizes the Williamson County Mayor to execute all documents required to approve the assignment and assumption of the rights of the Operating Agreement, Catering Agreement, and the Reciprocal Easement Use Agreement to CH Realty VI/H Franklin Cool Springs, L.L.C, and authorizes the Mayor to execute an Estoppel Certificate concerning the Conference Center of Cool Springs.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

9-24-18
ENTERED 11:45am

Resolution No. 10-18-17
Requested by: County Health Department

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A LICENSE AGREEMENT WITH THE GUIDANCE CENTER TO PROVIDE SPACE AT THE WILLIAMSON COUNTY HEALTH DEPARTMENT FACILITY LOCATED IN FAIRVIEW

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

WHEREAS, Williamson County owns real property commonly referenced as the Williamson County Health Department Fairview Clinic ("Fairview Clinic") located at 2629 Fairview Blvd., Fairview, Tennessee; and

WHEREAS, the Guidance Center provides outpatient mental health counseling services and has requested space at the Fairview Clinic to provide counseling services; and

WHEREAS, Williamson County will have no responsibility of scheduling or maintaining Guidance Center medical records; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into a license agreement with the Guidance Center for use of a space in the Fairview Clinic:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of October, 2018, authorizes the Williamson County Mayor to execute a license agreement with the Guidance Center for space at the Williamson County Health Department Fairview Clinic located at 2629 Fairview Blvd., Fairview, Tennessee.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For ___	Against ___	Pass ___	Out ___
Public Health Committee	For ___	Against ___	Pass ___	Out ___
Budget Committee	For 4	Against 0	Pass ___	Out ___
Commission Action Taken:	For ___	Against ___	Pass ___	Out ___

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, ("Agreement"), is entered into by and between **Williamson County,** ("County"), a Tennessee governmental entity of the State of Tennessee, and the **Guidance Center,** ("Licensee"), a division of Volunteer Behavioral Health Care System, whose principal place of business is located at 1909 Columbia Avenue, Franklin, Tennessee, to permit Licensee to use a portion of the Williamson County Health Department Fairview Clinic, located at 2629 Fairview Blvd., Fairview, Tennessee, on this the _____day of _____, 2018.

RECITALS

WHEREAS, Williamson County owns real property commonly referenced as the Williamson County Health Department Fairview Clinic located at 2629 Fairview Blvd., Fairview, Tennessee;

WHEREAS, the Guidance Center provides outpatient mental health counseling services and has requested space at the Fairview Clinic to provide counseling services;

WHEREAS, Licensee desires to license a room in the Clinic to provide a convenient location to provide mental health counseling services to the surrounding areas; and

WHEREAS, the parties understand and agree that Williamson County's only responsibility under this Agreement is to provide space in the Clinic and it is the sole responsibility of the Licensee for scheduling, book keeping and maintaining confidentiality of medical records that Guidance provides mental health counseling services.

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Licensee have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

WITNESSETH:

1. **Definitions**

As used in this Agreement, the following terms have the specific meaning assigned them:

a. "Clinic" means the entire real and personal property owned by Williamson County, Tennessee, known as the Williamson County Health Department Fairview Clinic located at 2629 Fairview Blvd., Fairview, Tennessee;

b. "County" means Williamson County, Tennessee, including the Williamson County Health Department;

c. "Director" means the County Health Director or her designee that may be an employee of the County or Clinic who oversees the day to day operations of the Clinic;

d. "Licensee" means the Guidance Center which has its principal office located at 2629 Fairview Blvd., Fairview, Tennessee;

e. "Premises" mean the portion(s) of the Clinic that the Licensee is permitted to use to provide the mental health counseling services subject to chance at the discretion of the Director; and

f. "Total Rent" means the entire amount owed by the Licensee for use of the Premises.

2. Premises and Possession

a. Premises. County licenses to Licensee, and Licensee accepts that portion of the Clinic as determined by the Director to be used by the Licensee. The use by the Licensee shall be restricted to those areas of the Clinic to provide mental health counseling services.

b. Possession "as is". Licensee accepts Premises in an "as is" condition without any obligation by the County to alter or make changes in or to any part of the Premises or the Clinic.

3. Terms of Lease

a. The term, ("Term"), of this Agreement shall begin on the September, and shall continue on the date this Agreement is fully executed by the parties and shall continue until August 20, 2019 unless otherwise terminated or extended by agreement of the parties. The Agreement may be extended for additional one year terms at the discretion of the County but shall in no manner exceed five years or longer.

b. Insurance must cover the entire term of this Agreement.

4. Duties and Responsibilities

a. Licensee represents that it, and each of its counselors and other employees, contractors, agents, or volunteers providing counseling related services, is and shall remain licensed, certified, registered and experienced in the type of services provided by Licensee and Licensee shall be solely responsible for ensuring its employees, contractors, agents and volunteers maintain their license and certification as required by law, and that the Licensee shall at all times be in good standing with the State of Tennessee.

b. Licensee shall be solely responsible for the scheduling and provision of mental health counseling services it provides its patients including independent medical judgment in the diagnosis, treatment, and referral of patients. County shall not schedule any appointments or answer any requests made to Licensee. IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT NEITHER THE COUNTY ITS EMPLOYEES, OFFICERS, CONTRACTORS, VOLUNTEERS, AND AGENTS SHALL PROVIDE MENTAL HEALTH SERVICES OR ANY RELATED SERVICES ON BEHALF OF OR IN CONJUNCTION WITH THE LICENSEE AND LICENSEE SHALL INDEMNIFY THE COUNTY AS PROVIDED BELOW IN SECTION 14 OF THIS AGREEMENT.

c. Licensee shall be responsible for selecting and hiring its staff and the right to control the conduct of their work. Should the Director determine that an employee, contractor, volunteer or agent conducting services on behalf of Licensee is disruptive to the services provided at the Clinic by the Health Department, Director shall have the absolute right to demand the individual be removed and prohibited from provided mental health counseling services on behalf of the Licensee at the Clinic.

d. All Services provided by or arranged by Licensee shall be delivered by professional personnel qualified by licensure, training, or experience to discharge their responsibilities in a manner that complies with generally accepted standards in the industry.

e. Licensee shall maintain appropriate administrative, technical and physical safeguards to prevent the use or disclosure of protected health information and shall maintain policies and procedures to detect, prevent, and mitigate identity theft based on protected health information or information derived from protected health information.

f. The County's only responsibility is to provide space in the Clinic.

5. Use of Premises

a. The Licensee's use of the Premises shall be limited to the provision of mental health counseling services. Licensee shall remove all of its equipment, personal property and medical records after each use of the Premises. Licensee shall not store any equipment, personal property owned or leased by Licensee or any records related to the mental health counseling services provided by Licensee.

b. In addition to the other Clinic Rules and Regulations and the terms and conditions of this Agreement, Licensee covenants and agrees that Licensee shall fully comply with all of the following general rules of operation:

1. Licensee will at all times keep the Premises area and surrounding area clean after each day's use of the Premises. Licensee shall ensure that the mental health counseling services are provided in a dignified manner and shall not shout or otherwise cause commotion that is disruptive to those individuals seeking medical services from the Clinic.

2. All rubbish and garbage must be removed from the Premises after each daily use.

3. Compliance of all applicable laws, ordinances, rules, and regulations by Licensee's employees, contractors, agents, volunteers or any other individual performing any services related to the provision of mental health counseling services as provided by or on behalf of the Licensee.

4. Licensee will not litter, deface or damage the Clinic and shall not knowingly, intentionally, or negligently damage any part of the Clinic. Promptly, upon demand, Licensee shall pay to County the cost or expenses incurred or to be incurred for any extraordinary cleaning services, repairs or replacements necessitated by action of the Licensee or its agents, employees, independent contractors, invitee, or any other party operating on behalf of the Licensee.

5. Licensee promises and agrees that Licensee will comply with all statutes, ordinances or regulations of all applicable governmental authorities. This shall include, but not be limited to, compliance with all health codes and regulations and all business licensing requirements.

6. Rental Rates

The Total Rent for the Premises shall be $1.00 per year conditioned on Licensee providing the services and fulfillment of all other obligations and responsibilities as provided herein.

7. Representations of Licensee

Licensee represents and warrants to the County that:

a. It is financially solvent and has sufficient capital to satisfy the obligations under this Agreement;

b. It has not, within a 3 year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with any transaction or contract for the lease or license of real property;

c. It has not, within a 3 year period preceding this Agreement, had any agreements terminated for cause or default; and

d. It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities in its use of the Premises or otherwise provided for in this Agreement.

8. Termination

County reserves the right to terminate this Agreement at any time if Licensee fails to satisfy any of the obligations, conditions, and requirements of this Agreement. Either party may terminate this

Agreement at any time by providing 30 days written notice to the other party. The Agreement may be terminated upon agreement of the parties.

9. Control

County reserves the right throughout the Term to control the operation and management of the Clinic and the Premises. The Director has the right to enter the Premises at any time for any purpose, including removal of any person who, in the sole judgment of the Director or designated assistant, is disrupting or obstructing the proper operation and management of the Premises or the Clinic as a whole.

10. Protection of Property on Premises

Licensee agrees to return the Premises and other areas of the Clinic used by Licensee to its former condition prior to vacating the Premises after each use. Licensee shall remove all equipment, supplies, and other material brought onto the Premises or Clinic whether owned by Licensee or not.

11. Prohibition for Alterations, Additions, Etc.

a. Licensee shall not make any addition, erection, installation, or other physical alteration of the Premises or Clinic or any other area on the property owned by the County.

12. Compliance with Laws

Licensee agrees that every person connected with Licensee's occupancy and use of Premises under this Agreement shall conform to, and comply with all the laws of the United States and the State of Tennessee, and all the ordinances of the County and the City of the Fairview, together with the rules and regulations of County for the operation and management of Premises and Clinic. Licensee will not do, or suffer to be done, anything in the Clinic during the term of this Agreement in violation of any such laws, ordinances, rules or regulations. If the County or Director becomes aware of any violation on the part of Licensee or any person employed or admitted to the Premises by Licensee, said Licensee will immediately desist from and correct such violations. If Licensee fails to correct the violation, then this Agreement will be terminated and Licensee will be considered in default of this Agreement and County may exercise the remedies as provided for in Section 13.b.

13. Default

a. Licensee shall be in default of this Agreement if: (1) it fails to pay any amounts due under this Agreement; (2) it breaches any provision of this Agreement or any rules and regulations promulgated by the County pertaining to Premises or Clinic; (3) it violates any applicable laws or ordinances during its use of the Premises; (4) it abandons the Premises before the end of the Term; or (5) it shall dissolve or cease doing business as a going concern or become insolvent or bankrupt.

b. Upon default by Licensee, County may exercise the following remedies, in its sole discretion:

i. Terminate this Agreement by giving the Licensee written notice of termination, which shall not excuse any breach of this Agreement by Licensee. Upon termination based on breach of this Agreement, Licensee shall pay any unpaid amounts due County together with all other costs, expenses or damages incurred by the County as a result of the breach of the Agreement.

ii. Pursue any other remedies available to the County either at law or equity.

c. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. No waiver by the County of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by the County in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.

d. County shall be in default of this Agreement if it fails to provide the Premises at the time required by Licensee. In the event of default by County, the liability of County shall be limited to the return to the Licensee of the unearned rent paid by the Licensee to the County under this Agreement.

14. Indemnification and Insurance

a. Licensee shall indemnify and hold harmless County, its officers, agents and employees from:

i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Licensee, its officers, servants, volunteers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement or use of any part of the Premises or Clinic by Licensee;

ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Licensee, its officers, servants, volunteers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including but not limited to, labor laws and minimum wage laws; and

iii. Any claims, damages, penalties, costs and attorney fees arising from any action brought against County by any of Licensee's officers, servants, volunteers, employees, bystanders, agents, subcontractors, paying customers and/or anyone that is a participant in any counseling activity, or any injury incurred by such individual while attending, working or participating concerning counseling services, regardless of the cause of such injury.

b. Any damages arising out of Licensee's failure to fulfill any of the terms of this Agreement in a timely manner.

c. Williamson County cannot and will not indemnify, defend or hold harmless in any fashion the Licensee from any claims arising from any failure, regardless of any language in any attachment or other document that the Licensee may provide.

15. Insurance

Without limiting its liability under this Agreement, Licensee will procure and maintain at its expense, during the entire Term of this Agreement, insurance of the types and in the minimum amounts stated as follows:

a. Workers Compensation Coverage Limits (if applicable)
   i. State: Statutory
   ii. If applicable, Federal: Statutory
   iii. Employers' Liability:
   $1,000,000 Per Accident
   $1,000,000 Disease, Policy Limit
   $1,000,000 Disease Each Employee

b. Professional Services Liability
   1. $1,000,000 Each Occurrence
   2. $3,000,000 Aggregate

c. Comprehensive or Commercial General Liability
   1. Bodily Injury:
   One Million Dollars ($1,000,000.00) Each Occurrence
   One Million Dollars ($1,000,000.00) Aggregate
   2. Property Damage:
   One Million Dollars ($1,000,000.00) Each Occurrence

One Million Dollars ($1,000,000.00) Aggregate

d. Umbrella Excess Liability
   1. $1,000,000 over primary insurance
   2. $1,000,000 retention for self-insured hazards each occurrence.

Said insurance will be written by a company or companies licensed to do business in the State of Tennessee. Prior to occupying the Premises, a Certificate of Insurance evidencing the maintenance of said insurance shall be furnished to Williamson County Government Risk Management and shall name, with exception of the professional services liability insurance, Williamson County Government as additional insured. Failure to comply with this section will result in the immediate termination of this Agreement and forfeiture of all monies.

16. Release of Liability

Licensee releases County, its officers, employees, agents, or servants from any personal liability growing out of or concerning the making of this Agreement or any of the counseling activities provided by or on behalf of the Licensee.

17. Assumption of Responsibility

Licensee expressly assumes full responsibility for all persons connected with Licensee's use of the Premises regardless of relationship, including all its employees, agents, members, invitees, visitors, paying customers, licensees, and patients.

18. Employment Practices

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

19. Force Majeure

If the Premises or any part of the Premises or Clinic is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by County impossible, then this Agreement shall terminate and Licensee shall be liable only for rent which has accrued at the time of termination, provided, however, if such impossibility of performance shall be due to the act or omissions of Licensee, its agents, employees, members, licensees, or invitees, then Licensee shall be liable for all accrued charges in addition to such other damages as may result from such acts or omissions. Licensee hereby waives any claim for damages or compensation from County on account of such termination.

20. Licensee's Property

Any property brought onto the Premises by Licensee shall be at the sole risk of the Licensee.

21. Surrender

If Licensee fails to surrender the Premises to County at the expiration of the Term, then the County may remove from the Premises all of Licensee's effects remaining. The County, in its sole discretion, may store any items, equipment or other material left by Licensee at Licensee's cost, expense and risk. In no event shall County be liable to Licensee for any damages or injuries occurring in the removal or storing of such effects. For such additional periods as any effects of Licensee remain in the County's possession, Licensee shall pay to County an amount equal to the daily Total Rent for each day

the County has possession of the effects. In addition, Licensee shall be liable to County for any claim or damages suffered by County resulting from Licensee's failure to surrender the Premises to County in as good a condition as Licensee received the Premises.

22. Abandoned Property

Any property remaining on the Premises or any property stored by County which has not been claimed by Licensee within ten days after the expiration of the Term shall be deemed abandoned by Licensee. At County's option, County may: (i) take possession of it and treat it as its own property and utilize it, or destroy it or otherwise dispose of it, or (ii) store it at Licensee's sole expense and risk as provided for in Section 21. Licensee hereby waives any right to claim the value thereof or damages therefore. Licensee shall be liable to County for: (i) the cost incurred by County in disposing of or destroying the abandoned property and (ii) the cost of storing it if County elects to store it for Licensee.

23. Copyrights, Royalties, and Trademarks

Licensee warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Licensee's use of the Premises or Clinic unless Licensee has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Licensee covenants to comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Premises. Licensee shall indemnify and hold County and its officers, agents and employees harmless from all claims, losses and damages (including reasonable court costs and attorney fees) with respect to such copyright, royalty or trademark rights.

24. Hazardous Property

Licensee shall not bring upon the Clinic any exhibit, equipment, material, item or vehicle which, in the sole judgment of the Director or defined by law or any codes, would be or might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Premises.

25. Taxes

Licensee shall collect and pay all applicable taxes, including but not limited to, sales tax and all required withholding taxes on employees. Licensee represents and warrants to County that Licensee will keep and maintain all required business records and will otherwise comply with all applicable tax laws.

26. Health and Safety

Licensee will conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Agreement. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. The Licensee's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve its responsibility to comply with the safety provisions.

If death, serious injuries, or serious property damage are caused, Licensee agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays and weekends.

30. Assignment-Consent Required

The provisions of this Agreement are not assignable under any circumstances.

31. Attorney Fees

Licensee agrees that, in the event either party deems it necessary to take legal action to enforce any provisions of this Agreement, and in the event the County prevails, Licensee shall pay all expenses of such action including reasonable attorney fees and court costs at all stages of litigation.

32. Governing Law

The laws of the State of Tennessee shall control the validity, construction and effect of this Agreement and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning this Agreement must be brought and maintained only in a state court of competent jurisdiction sitting in Williamson County, Tennessee, or in a federal court having jurisdiction over Williamson County, Tennessee.

33. Limitation of Legal Avenues

County does not agree to any terms which limit its rights or opportunities to legal recourse in any way in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of the County granted by the Tennessee Constitution or statute may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature.

34. Tennessee Open Records Act

Licensee understands that County is subject to the Tennessee Open Records Act. This may require the County to provide requested documents to members of the public or press including, but not limited to, a copy of this Agreement. Compliance by County with the Open Records Act shall not be a breach of this Agreement.

35. Resolution by Court of Law; Non-binding Mediation

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. The parties can agree to non-binding mediation prior to litigation.

36. Severability

Should any court of competent jurisdiction declare any provisions of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.

37. Residual Matters

Any matters, not expressly covered by this Agreement or by applicable rules and regulations adopted by the County shall be determined by the Director.

38. Entire Agreement; Amendments

The complete understanding between the parties is set out in this Agreement, and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements, or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver, or discharge of any requirement of this Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.

39. Relationship between the Parties

The relationship of the parties shall be that of Licensor and Licensee. No principal-agent or employer-employee relationship is created by this Agreement. Neither County nor Licensee is the principal agent of the other, neither County or Licensee, nor respective agents, employees or independent contractors, is or are agents, employees or independent contractors of the other, and County and Licensee are not joint ventures, partners, affiliates, or otherwise engaged in any business relationship with each

other, except only as provided in this License Agreement, and except only as otherwise hereinafter expressly agreed to in writing.

40. Time is of the Essence

The parties agree that time is of the essence concerning the Licensee's obligations under this Agreement.

41. Headings

The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

LICENSEE:

By: _____ Date: _____

Title: _____ Phone No.: _____

WILLIAMSON COUNTY, TENNESSEE:

By: _____ Date: _____
Rogers Anderson, Williamson County Mayor

By: _____ Date: _____
Cathy Montgomery, Health Director

By: _____ Date: _____
Wayne Franklin, Risk Manager

By: _____ Date: _____
County Attorney

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK

Resolution No. 10-18-18
Requested by: County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE AN AGREEMENT TO PURCHASE UNIMPROVED PROPERTY LOCATED AT 4684 BETHESDA ROAD, THOMPSONS STATION, TENNESSEE, FOR THE FUTURE CONSTRUCTION OF A COMMUNITY CENTER

WHEREAS, pursuant to *Tennessee Code Annotated, Section 5-7-101*, Williamson County may acquire and hold property for County purposes and make all contracts necessary to acquire interest in real property; and

WHEREAS, James H. Dodson and Myrtle F. Dodson own a twenty-five and fifty-nine hundredth (25.59) acres lot at 4684 Bethesda Road, Thompsons Station, Tennessee and described as Map 155, Parcel 007.03 ("Parcel"); and

WHEREAS, the parties have negotiated a sales price of $895,650.00 which is compatible to the value of property in the area; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the purchase of the interest James H. Dodson and Myrtle F. Dodson has in the Parcel to permit the County to enhance the services currently provided in the community:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 8th day of October, 2018, hereby authorizes the purchase of the interest James H. Dodson and Myrtle F. Dodson have in the unimproved property located at 4684 Bethesda Road, Thompsons Station Tennessee, and described as Map 155, Parcel 007.03, and authorizes the County Mayor to execute all documents needed to purchase the interest in Parcel for a price not to exceed $895,650.00.

_____
County Commissioner

COMMITTEE REFERRED TO & ACTION TAKEN:

Property Committee	For _____	Against _____
Parks & Recreation Committee	For _____	Against _____
Budget Committee	For 4	Against 0

Commission Action Taken For _____ Against _____ Pass _____ Out _____

_____
Elaine Anderson, County Clerk

_____
Tommy Little, Commission Chairman

_____
Rogers C. Anderson, County Mayor

_____
Date

(shared/resolutions/Auth Purchase Bethesda Road Property-Community Center)

FILED
ENTERED
ELAINE ANDERSON, COUNTY CLERK
9-24-18
11:45am

Resolution No. 10-18-19
Requested by: Animal Center Director

RESOLUTION OF THE GOVERNING BODY OF WILLIAMSON COUNTY, TENNESSEE TO IMPLEMENT A TRAP, NEUTER AND RETURN POLICY FOR WILLIAMSON COUNTY ANIMAL CONTROL AND ADOPTION CENTER

WHEREAS, the Williamson County Board of Commissioners (the "Commission") finds that free roaming cats threaten the health, safety, and welfare of the citizens of Williamson County;

WHEREAS, the Commission further finds that free-roaming cats increase the number of strays and contribute to animal overpopulation;

WHEREAS, the Commission seeks to reduce the feral and stray cat population by authorizing the implementation of a Free-Roaming Cat Program ("Program");

WHEREAS, Tennessee statute defines a "stray" as a non-livestock animal who is roaming with no physical restraint, without an identification tag, collar, or chip and that has no record of ownership;

WHEREAS, the Program would implement the Trap, Neuter, and Return ("TNR") method as a humane way to deal with cat overpopulation;

WHEREAS, a feral or stray cat would be spayed or neutered, microchipped, vaccinated, and ear tipped before being returned to the area where it was trapped;

WHEREAS, the feral and stray cats treated pursuant to the Program will not be held for any prescribed waiting period, as return to their natural habitat at the earliest possible time is crucial to the success of the Program; provided, however, that any cat that is known to have an owner shall be held pursuant to such waiting period;

WHEREAS, the Program will be administered by Williamson County Animal Control and Adoption Center ("WCAC"), which will collaborate with interested parties to develop rules for the Program; and

WHEREAS, WCAC shall report to Williamson County one year after the Program's inception on its functionality and success:

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 8th day of October, hereby approves and establishes a free roaming cat program in Williamson County to implement the trap, neuter, and return method as an effective way to deal with stray and feral cats; said program to begin implementation effective upon the adoption of this resolution, the public welfare requiring it.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee For _____ Against _____

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

_____
Elaine Anderson, County Clerk

_____
Commission Chairman

_____
Rogers C. Anderson, County Mayor

_____
Date

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK
EM

Resolution No. 10-18-24
Requested by: County Mayor

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN AMENDMENT TO THE INTER-LOCAL AGREEMENT WITH THE CITY OF FRANKLIN TO ADD THE FRANKLIN SPECIAL SCHOOL DISTRICT AS A PARTY, TO EXTEND THE TERM OF THE AGREEMENT, AND TO REDISTRIBUTE THE HALF OF THE ONE-HALF PERCENT SALES AND USE TAX INCREASE THAT IS NOT OTHERWISE ALLOCATED FOR SCHOOLS

WHEREAS, the City of Franklin ("City") is located within Williamson County, Tennessee and the Franklin Special School District, ("FSSD"), provides kindergarten through eighth grade schools within its special school district; and

WHEREAS, effective April 1, 2018 the local sales and use tax rate in Williamson County was raised to the maximum rate of Two and Three-Quarters Percent (2.75%) as a result of a successful referendum; and

WHEREAS, generally, revenue from sales and use tax is distributed with half of the proceeds going to schools and half of the proceeds returned to the jurisdiction in which the proceeds were collected; and

WHEREAS, Tennessee Code Annotated, Section 67-6-712 provides any county, city, or town, entitled to receive the proceeds from a local option sales and use tax has the power and authority, by resolution of the governing body thereof, to pledge such proceeds to the punctual payment of principal and interest on bonds, notes or other evidence of indebtedness issued for the purpose for which such proceeds are permitted to be spent; and

WHEREAS, the County and City entered into an inter-local agreement for a term of three (3) years to redistribute the half of the One-Half Percent (0.5%) sales and use tax increase received by the City back to the County to be used strictly for the punctual payment of principal of and interest on bonds, notes, or other evidence of indebtedness; and

WHEREAS, the proposed amendment to the inter-local agreement adds FSSD as a party to the inter-local agreement that provides that the One-Half Percent (0.5%) sales and use tax increase will be distributed between the County and FSSD based on the Average Daily Attendance and to account for the lesser amount received by the County based on the ADA distribution; and

WHEREAS, the inter-local agreement is extended from March 31, 2021 to October 31, 2021:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of October, 2018, hereby authorizes the Williamson County Mayor to execute an inter-local agreement with the City of Franklin to add the Franklin Special School District as a party to the agreement, to redistribute the proceeds from the One-Half Percent (0.5%) sales and use tax increase and to extend the term from March 31, 2021 to October 31, 2021 and to grant the Mayor the authorization to sign all other documents needed to fulfill the intent of the parties.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Education Committee	For ____	Against ____
Budget Committee	For 4	Against 0

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

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

AMENDMENT NO. 1

INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN TO REDISTRIBUTE THE HALF OF THE ONE-HALF PERCENT SALES TAX INCREASE THAT IS NOT ALLOCATED FOR SCHOOLS

COF Contract No. 2017-0145

This Amendment amends the Interlocal Agreement between Williamson County, Tennessee ("County) and the City of Franklin ("City") by adding as a party to the Agreement Franklin Special School District ("FSSD") as an additional recipient of the redistribution of the half of the one-half percent sales tax increase and to increase the term of the Agreement.

A. The following paragraphs and terms are deleted in their entirety and replaced with the following:

III. Term: As to the County, this Agreement shall commence on April 1, 2018. As to the FSSD, this Agreement shall commence on July 1, 2018. This Agreement shall terminate on October 31, 2021, unless extended by agreement of the parties.

IV. Redistribution of Revenue: The City agrees to redistribute and forgo its share of the proceeds it would otherwise receive from the one-half percent (0.5%) sales tax increase collected within the City's boundaries. The proceeds shall be allocated to the County and FSSD based on the annual Average Daily Attendance ("ADA") Percentage, as calculated by the County Trustee. The proceeds from the increased sales tax redistributed from the municipality and received by the County and FSSD shall be used exclusively for payment of capital outlay and general debt services. This Agreement shall not affect the current proceeds collected and distributed to the City from the current assessed two and one quarter percent (2.25%) sales tax revenue.

V. Distribution from the State: The parties agree to cooperate in good faith to any notice provided to or by the Department of Revenue concerning the increased sales tax and this Agreement. All funds are remitted by the Department of Revenue to the County Trustee in accordance with terms of a county-wide sales tax referendum. The County Trustee subsequently distributes funds in accordance with this Agreement.

VIII. Notices:

Notices to the County shall be sent to:
Williamson County
County Mayor
1320 West Main Street
Franklin, Tennessee 37064

Notices to the City shall be sent to:
City of Franklin
City Administrator
109 Third Avenue South
Franklin, Tennessee 37064

Notices to FSSD shall be sent to:

Franklin Special School District
Superintendent of Schools
507 New Highway 96 West
Franklin, Tennessee 37064

B. All other terms not amended are unchanged and remain in full force and effect.

C. FSSD is bound by all unchanged terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the dates recorded below.

CITY OF FRANKLIN

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

Attest:

Eric S. Stuckey
City Administrator

WILLIAMSON COUNTY, TENNESSEE

Rogers Anderson
Mayor

Approved as to form by:

County Attorney

Attest:

Diane Giddens

FRANKLIN SPECIAL SCHOOL DISTRICT

Dr. David Snowden

Attest:

Draft

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK
EA

Resolution No. 10-18-25
Requested by: County Mayor

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A CONTRACT WITH THE REGIONAL TRANSPORTATION AUTHORITY CONCERNING THE PROVISION OF REGIONAL BUS SERVICES

WHEREAS, the Regional Transportation Authority ("RTA") was created by state statute in 1988 to plan and develop a regional transit system for the citizens of Middle Tennessee; and

WHEREAS, RTA currently provides a commuter bus service ("Park and Ride") between the City of Franklin and downtown Nashville and the City of Spring Hill and downtown Nashville; and

WHEREAS, pursuant to Tennessee Code Annotated, Section 64-8-101, et. seq. Williamson County ("County") and RTA are authorized by statute to enter into the contract to cooperate in the provision of regional transportation services to its citizens; and

WHEREAS, the parties have determined that it would be beneficial to both parties to permit commuters to park their personal vehicles at designated locations to use commuter buses:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of October, 2018, hereby authorizes the Williamson County Mayor to execute a contract with the Regional Transportation Authority of Middle Tennessee to provide commuter bus services between the City of Franklin and downtown Nashville and the City of Spring Hill and downtown Nashville.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Property Committee For ____ Against
Budget Committee: For 4 Against 4

Commission Action Taken: For_____ Against_____ Pass_____ Out_____

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

CONTRACT NO 2011275-C
BETWEEN
REGIONAL TRANSPORTATION AUTHORITY
AND
WILLIAMSON COUNTY

This Contract, entered into on the 1st Day of July, 2018, by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and Williamson County , located at 1320 West Main Street, Franklin, TN 37064, (hereinafter "the County"). This contract is for the provision of Regional Bus Service (hereinafter "the Service") between Nashville/Davidson County and Williamson County.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide regional bus service between Nashville/Davidson County, and Williamson County, Tennessee. The County shall have no obligation for services rendered by the RTA which are not performed within the specified period or between the specified route terminus.

B. TERM

The Contract term start date shall be July 1, 2018; the Contract end date shall be June 30, 2019.

C. PAYMENT

In consideration for RTA's provision of regional bus services, the County shall provide RTA the amount of seventy eight thousand forty dollars ($78,040.00).

The RTA shall invoice the County its route subsidy share as stated above and shown in Attachments 1 & 2. RTA will send the County a lump sum invoice in the amount of $78,040.00 to be paid directly to RTA. The amount represents the full amount owed to RTA by the County.

The County shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, ATTN: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. The RTA nor the County are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties hereto.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue the Service. In the event of termination the County shall receive a share of any of their route subsidy that remains. The reimbursement will be determined by dividing the $78,040.00 by 12 and multiplying that amount by the number of months the County did not receive Service.
4. The RTA warrants that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to the County. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority	RC Williamson County
_____	_____
Stephen G. Bland, CEO	
_____	_____
Date	Date

ATTACHMENT 1 FY19 v. 2 (New CMAQ)

RTA Relax & Ride

Franklin (91X) Relax & Ride Budget
July 1, 2017-June 30, 2020

	2017-18 Budget	2018-19 Budget	2019-20 Budget	2020-21 Budget
Number of Daily Trips	6	6	6	6
Days of Service	254	254	254	254
Ridership	24,482	21,802	22,020	22,240
Operating Hours per Day (including deadhead)	15.00	15.00	15.00	15.00
Cost per hour of Service	$117.76	$121.30	$124.94	$128.69
Daily Cost of Service	$1,766.40	$1,819.50	$1,874.10	$1,930.35
Cost of Service				
Cost of Runs	448,666	462,153	476,021	490,309
Fuel Contingency (n/a)	0	0	0	0
Board-Initiated R&R RESERVE	774	51,844	35,324	24,216
Total Costs	449,440	513,997	511,345	514,525
Estimated Revenues				
Estimated Cash Fares - **Including** *State Easy Ride*	60,400	54,232	54,774	55,322
ADD: Subsidy from SIR Account				
ADD: Bus Seat Guarantee (covering 3rd year of original service)				
ADD: CMAQ Funding FED (80%)	127,200	242,280	242,280	252,280
ST (10%)	15,900	30,285	30,285	31,535
CAPITAL LOCAL MATCH (partial)				
§5307 CCoC Funding (100% dollars– Fed/St/Loc)				
ADD: RTA §5307 Operating Funding				
Federal (50%)			0	0
Local Match (50%)			0	0
Total Estimated Revenues	203,500	326,797	327,339	339,137
Estimated Net Cost	245,940	187,200	184,006	175,388
Route Subsidy				
TDOT Operating Subsidy	78,933	26,570	26,570	26,570
Davidson County	55,411	45,398	47,577	45,143
Franklin	56,185	56,185	56,185	52,435
Thompson Station	0	0	0	0
Brentwood	0	0	0	0
Williamson County	51,578	59,047	53,674	51,240
Partner ***RESERVES USED***	3,833			
Total Subsidy (100%)	245,940	187,200	184,006	175,388
Balance	0	0	0	0

ATTACHMENT 2

FY19 v. 2 (New CMAQ)

RTA Relax & Ride

Spring Hill (95X) Relax & Ride Budget
July 1, 2017-June 30, 2021

	2017-18 Budget	2018-19 Budget	2019-20 Budget	2020-21 Budget
Number of Daily Trips	4	4	4	4
Days of Service	254	254	254	254
Ridership	19,900	17,262	17,435	17,609
Operating Hours per Day (including deadhead)	10.00	10.00	10.00	10.00
Cost per hour of Service	$117.76	$121.30	$124.94	$128.69
Daily Cost of Service	$1,177.60	$1,213.00	$1,249.40	$1,286.90
Cost of Service				
Cost of Runs	299,110	308,102	317,348	326,873
Fuel Contingency (n/a)	0	0	0	0
Board-Initiated R&R RESERVE	15,775	23,244	20,326	17,316
Total Costs	314,885	331,346	337,674	344,189
Estimated Revenues				
Estimated Cash Fares - Including *State Easy Ride*	53,440	48,991	49,481	49,976
ADD: Subsidy from SIR Account				
ADD: Bus Seat Guarantee (covering 3rd year of original service)				
ADD: CMAQ Funding FED (80%)	127,200	161,520	161,520	161,520
ST (10%)	15,900	20,190	20,190	20,190
LOCAL MATCH (partial) LOC				
§5307 CCoC Funding (100% dollars– Fed/St/Loc)				
ADD: RTA §5307 Operating Funding				
Federal (50%)	0	0	0	0
Local Match (50%)	0	0	0	0
Total Estimated Revenues	196,540	230,701	231,191	231,686
Estimated Net Cost	118,345	100,645	106,483	112,503
Route Subsidy				
TDOT Operating Subsidy	23,185	20,423	20,423	20,423
Davidson County	26,461	¥18,992	¥21,912	¥24,922
Spring Hill	42,237	42,237	42,237	42,237
Columbia	0	0	0	0
Maury County	0	0	0	0
Williamson County	26,462	¥18,993	¥21,911	¥24,921
¥ *Reserve from these Partners shown on Route 91X Budget*				
Total Subsidy (100%)	118,345	100,645	106,483	112,503
Balance	0	0	0	0

H:\2-123~EXCEL\RTA\BUDGET PLANNING\BDGT FY19\FY19 2- (New CMAQ)\R&R BDGTS FY19-NewCMAQ\Rt 95X-2 Spring Hill FY2019 (NewCMAQ)-No Columbia.xlsx]95X Sprg Hill

EXHIBIT A CONTAINING 4 PAGES

Franklin Express

91X

Franklin, TN
Music City Central - Bay 2
Vanderbilt University
Vanderbilt University
Medical Center

EXPRESS

RTA

Service operated by

GRAY LINE

Customer Care and
ADA Coordinator
615-862-5950

rtarelaxandride.com

@MiddleTN_RTA

Effective October 2, 2017

Pets

Only service animals are permitted on board.

Customer Care

We are here to assist you with your commute. If you need additional information, please call Customer Care at **615-862-5950.**

ADA

The Nashville MTA and Regional Transportation Authority of Middle Tennessee (RTA) make reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit **rtarelaxandride.com.**

Title VI

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit **rtarelaxandride.com.**

Regional Transportation Authority
430 Myatt Drive, Nashville, TN 37115

designed by CHK America – chkamerica.com

Thank you for choosing to ride with the RTA.

We appreciate your business!

RTA

Fares

Regular Fare
1-Ride Express Bus $4.25
(All travel between Nashville and Franklin)

Reduced Fare
1-Ride Express Bus $2.00
(Youth age 19 and younger, active & retired military, seniors age 65 and older, people with disabilities, and Medicare cardholders. Valid I.D. required)

Children age 4 and younger ..... No Charge

Multi-Ride Pass
20-Ride Express Bus $73.50

Please Note: MTA Passes are not valid on this route.

For more information or to purchase passes, please call Customer Care at **615-862-5950** or see RTA's website at **rtarelaxandride.com.**

All buses are accessible.

Holiday Service

On the following major holidays, RTA does not operate weekday service:
- New Year's Day • Martin Luther King Jr. Day
- Memorial Day • Independence Day • Labor Day
- Thanksgiving • Christmas

Other Connecting Routes

If your trip requires you to board a connecting MTA bus from an RTA express bus, you must pay the appropriate MTA fare for that portion of your trip unless you have been issued a proximity card. Call Customer Care at **615-862-5950** for details.

Multi-Ride Tickets

The 20-Ride Express Bus is a fare card designed to offer convenience and savings over single cash fares. It is valid for 20 rides on this route and all other RTA and MTA routes. Tickets are available at all MTA ticket locations and online at **nashvillemta.org.**

Ridesharing

If the Franklin Express route does not meet your commute needs, there may be other options.
Call the Ridesharing program at **615-862-8833** to find out if there is a potential car pool or van pool for your work trip.

Emergency Ride Home

Regular RTA rider? Join the Emergency Ride Home Program and have a free ride home in an emergency, illness, or unexpected overtime. Call the RTA at **615-862-8833** for details.

Park & Ride

A Park and Ride lot is available at the Expo Park in Franklin. The owner have agreed to designate a portion of commuter's use. Remember, these sp your convenience and you park at y

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nedule is tight. Money is even tighter. omething to make your life

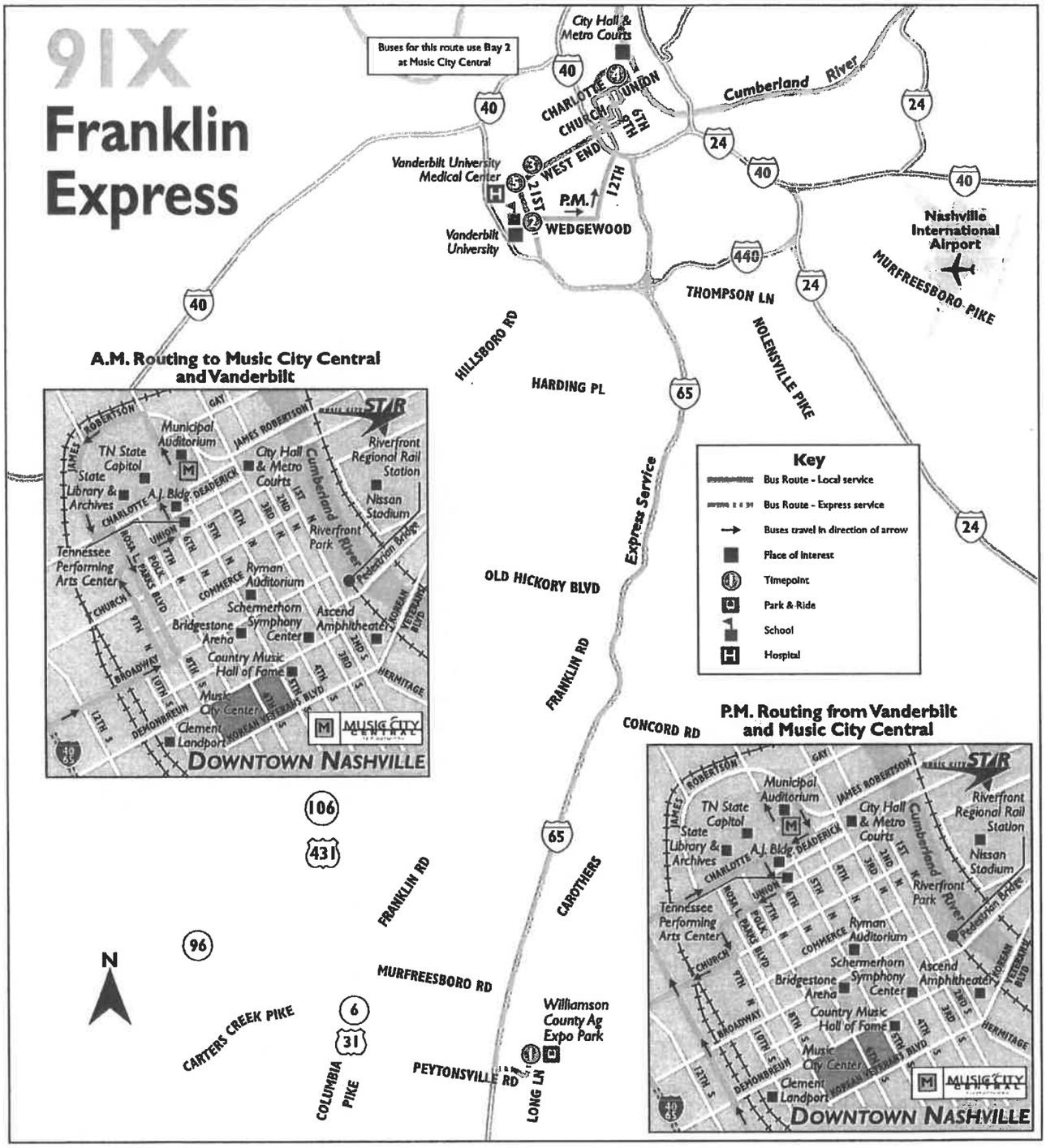
Route 91X – Franklin Express – serving Nashville and Williamson

service to work, shopping

organize your day … or just sit back

RTA

91X Franklin Express



WEEKDAYS — to Nashville

Williamson County Ag Expo Park (1)	21st & Children's Way (2)	20th & West End (3)	Music City Central Bay 2 (4)	21st & West End (5)	21st & Children's Way (2)
6:28	EXPRESS		7:04	7:16	7:20
6:53	7:36	7:44	8:04		
7:06	EXPRESS		7:50	8:03	8:08

WEEKDAYS — from Nashville

21st & West End (5)	21st & Children's Way (2)	Music City Central Bay 2 (4)	21st & West End (5)	21st & Children's Way (2)	Williamson County Ag Expo Park (1)
3:45	3:52	4:15	EXPRESS		4:59
4:08	4:15	4:40	EXPRESS		5:32
		4:55	5:11	5:15	6:09

NO SERVICE SATURDAYS, SUNDAYS OR HOLIDAYS

Spring Hill Express

95X

Bicentennial Mall
Music City Central - Bay 11
Spring Hill, TN

EXPRESS

Service operated by

GRAY LINE

Customer Care and
♿ ADA Coordinator
615-862-5950

rtarelaxandride.com

@MiddleTN_RTA

Effective April 2, 2018

Thank you for choosing to ride with the RTA

We appreciate your business!

Pets

Only service animals are permitted on board.

Customer Care

We are here to assist you with your commute. If you need additional information, please call Customer Care at 615-862-5950.

ADA

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Regional Transportation Authority
430 Myatt Drive, Nashville, TN 37115

designed by CHKAmerica – chkamerica.com

Fares

Regular Fare
1-Ride Express Bus $4.25
(All travel between Nashville and Spring Hill)

Reduced Fare
1-Ride Express Bus $2.00
(Youth age 19 and younger, active & retired military, seniors age 65 and older, people with disabilities, and Medicare cardholders. Valid I.D. required)

Children age 4 and younger ..... No Charge

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20-Ride Express Bus $73.50

Please Note: MTA Passes are not valid on this route.

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♿ All buses are accessible.

Holiday Service

On the following major holidays, RTA does not operate weekday service:

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- Memorial Day • Independence Day • Labor Day
- Thanksgiving • Christmas

Other Connecting Routes

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Ridesharing

If the Spring Hill Express route does not meet your commute needs, there may be other options. Call the Ridesharе program at 615-862-8833 to find out if there is a potential car pool or van pool for your work trip.

Emergency Ride Home

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Park & Ride

A Park & Ride lot is available at the Spring Hill. The owners of each lot designate a portion of their parking. Please park carefully so as not to obstruct and consider patronizing the business as an expression of thanks. Remember designated for your convenience and own risk.

...ress

...hedule is tight. Money is even tighter. ...omething to make your life

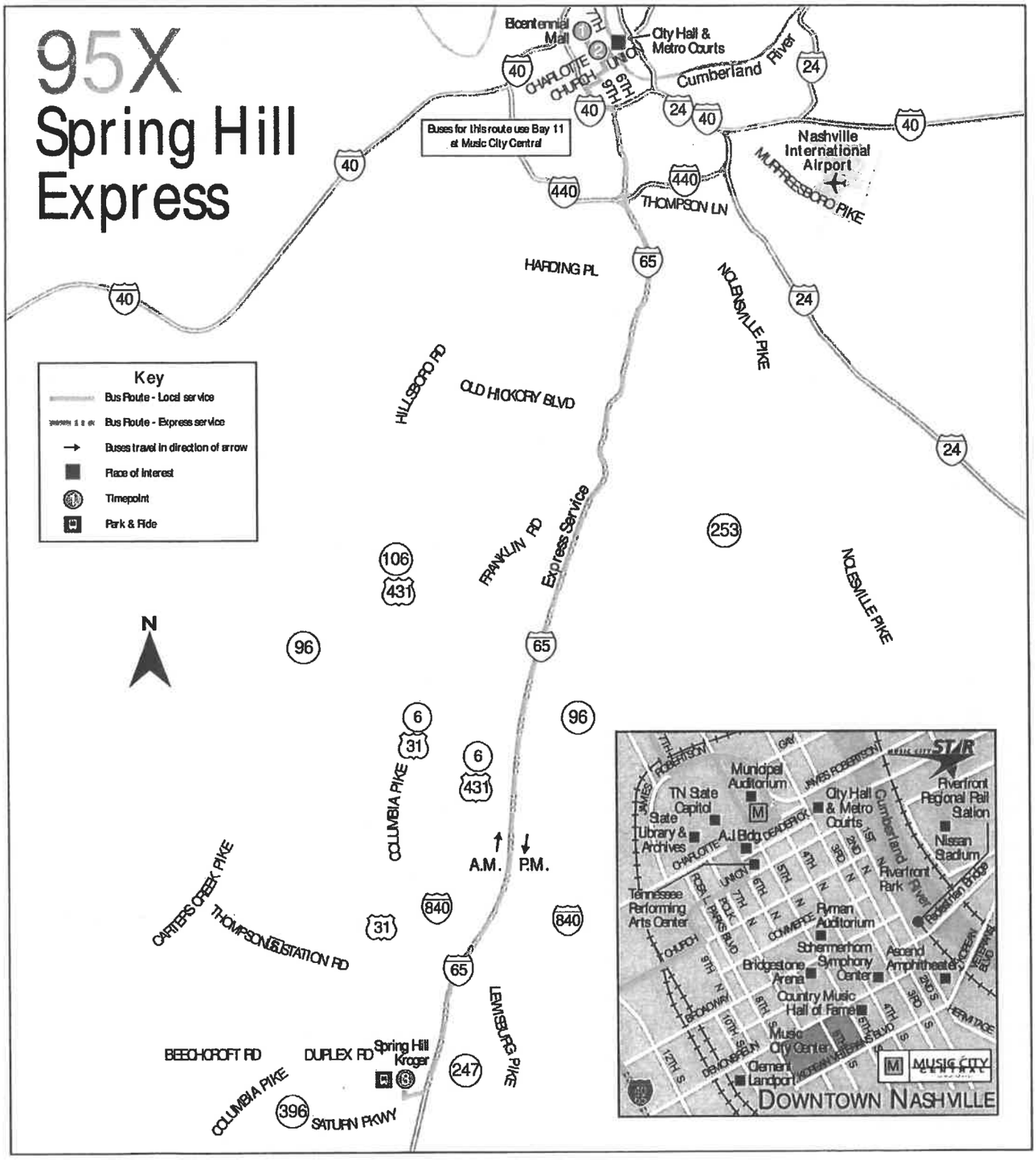
... Route 95X – Spring Hill
... bus route serving Nashville and

... service to work, shopping

...organize your day ... or just sit back

RTA

95X Spring Hill Express



WEEKDAYS — to Nashville

Spring Hill Kroger on Fort Royal	Music City Central Bay 11	Bicentennial Mall
5:57	6:50	6:55
6:14	7:22	7:27

WEEKDAYS — from Nashville

Bicentennial Mall	Music City Central Bay 11	Spring Hill Kroger on Fort Royal
3:35	3:45	4:40
4:00	4:10	5:10

NO SERVICE SATURDAYS, SUNDAYS OR HOLIDAYS

FILED 9-24-18
ENTERED 11:45am
ELAINE ANDERSON, COUNTY CLERK EA

Resolution No. 10-18-26
Requested by: County Mayor

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WILLIAMSON COUNTY BOARD OF EDUCATION REGARDING THE USE OF SAVINGS FOR PAYMENT OF DEBT SERVICES REALIZED BY ENERGY CONSERVATION PROJECTS

WHEREAS, Williamson County and the Williamson County Board of Education are governmental entities of the State of Tennessee authorized to enter into Memorandums of Understanding ("MOU") to cooperate in the provision of services to its citizens; and

WHEREAS, the Williamson County Board of Education has determined that it will improve, upgrade, modify, and equip certain K-8 school buildings for the purpose of energy conservation; and

WHEREAS, the Williamson County Board of Education has agreed that the savings will be used to pay debt service on the portion of the bonds that are allocable to the energy conservation projects; and

WHEREAS, the intent to fund resolution requires the Williamson County Board of Commissioners and the Williamson County Board of Education agree to negotiate in good faith a memorandum of understanding, providing that the utility cost savings realized from the energy savings program shall be used for the payment of debt services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 8th day of October, 2018, hereby authorizes the Williamson County Mayor to execute the Memorandum of Understanding with the Williamson County Board of Education that the utility cost savings realized from the energy savings made to school facilities will be used to pay debt service on the portion of the bonds that are allocable to the energy conservation projects.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Education Committee	For _____	Against _____
Budget Committee	For 4	Against 0
Board of Education	For _____	Against _____

Commission Action Taken: For_____ Against_____ Pass_____ Out_____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date