AGENDA
WILLIAMSON COUNTY BOARD OF COMMISSIONERS

Monday, March 11, 2019 – 7:00 p.m.

I. OPEN COURT

II. INVOCATION & PLEDGE TO FLAG

III. ROLL CALL

IV. APPROVAL OF MINUTES of the regular February 11, 2019, County Commission Meeting (Copies were mailed to each member of the County Commission)

V. CITIZEN COMMUNICATION

VI. COMMUNICATIONS & MESSAGES

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, Chairman
j. Education Committee – Robbie Beal, Chairman
k. Finance (Investment) Committee – Rogers Anderson, Chairman
l. Human Resources Committee – David Landrum, Chairman
m. Law Enforcement/Public Safety Committee – Ricky Jones, Chairman
n. Municipal Solid Waste Board – Ricky Jones, Board Member
o. Parks & Recreation Committee – Brian Beathard, Chairman
p. Property Committee – Dwight Jones, Chairman
q. Public Health Committee – Betsy Hester, Chairperson
r. Purchasing & Insurance Committee – Dana Ausbrooks, Chairperson
s. Rules Committee – Steve Smith, Chairman
t. Steering Committee – Matt Williams, Chairman
u. Tax Study Committee – Barb Sturgeon, Chairman

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

VIII. ELECTIONS & APPOINTMENTS

COUNTY MAYOR:

Emergency Communications District Board of Directors	**Term Expiring**	**Nomination**
Districts 3 & 12	Jeff Graves	Jeff Graves
Districts 8 & 9	Robert Ring	Robert Ring
Districts 10 & 11	John Allman	John Allman
(4 year terms, Expiring 3/23)		

Williamson County Regional Planning Commission	**Term Expiring**	**Nomination**
(4 year terms, Expiring 3/23)	Sammie McCoy	Sammie McCoy
	John Lackey	John Lackey

Sports Authority	**Resigned**	**Nomination**
(Filling unexpired term, Expiring 6/20)	Gary Cooper	Paul D. Jeter, Esq.

COUNTY COMMISSION:

Highway Commission	**Term Expiring**	**Nomination**
Northeast District	Charles Wilson	Charles Wilson
Northwest District	Stan Tyson	Stan Tyson
(2yr terms, Expiring 3/21)		

Zoning Appeals Board	**Term Expiring**	**Nomination**
(5 year term, Expiring 3/24)	Sue Workman	Sue Workman

IX. CONSENT AGENDA (Reference Attachment, if applicable)

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

1) APPROPRIATIONS

Resolution No. 3-19-1, Resolution Amending the 2018-2019 General Purpose School Budget $223,280 for Two Additional Early Childhood Education Classrooms from Existing Funds – Commissioner Beal

Resolution No. 3-19-2, Resolution Authorizing the Williamson County Mayor to Enter Into an Interlocal Agreement with the City of Franklin and the Franklin Special School District to Distribute a Portion of the Half of the One-Half Percent Sales and Use Tax Increase that is Not Otherwise Allocated for Schools, Based on the Student Average Daily Attendance Calculations and Appropriating and Amending the 2018-19 County General Operations Budget by $400,000 - Revenues to Come from Unappropriated County General Funds – Commissioners Beathard and Sturgeon

Resolution No. 3-19-3, Resolution Appropriating and Amending the 2018-19 Health Department Budget by $ 2,519.85 – Revenues to Come from State Grant Funds – Commissioner Smith

Resolution No. 3-19-4, Resolution Appropriating and Amending the 2018-19 Health Department Budget by $5,750.00 – Revenues to Come from Donations - Commissioner Smith

Resolution No. 3-19-5, Resolution Appropriating and Amending the 2018-19 Community Development Department Budget by $6,400-Revenues to Come from Unappropriated County General Funds - Commissioner Smith

Resolution No. 3-19-6, Resolution Appropriating and Amending the 2018-2019 Library Budget by $38,491.32 – Revenues to Come from Donations, Contributions and Fines – Commissioner Webb

Resolution No. 3-19-7, Resolution Appropriating and Amending the 2018-19 Parks and Recreation Capital Improvement Plan by $188,498.00 Revenues to Come from Privilege Tax - Commissioners Hester and Herbert

Resolution No. 3-19-8, Resolution Accepting a Conditional Donation of $250,000 from Mr. Walt Ogilvie to Assist with Purchase of Property Located at 6990 Giles Hill Road, College Grove, Tennessee - Commissioner Hester

Appropriations (Continued)

Late Filed Resolution 3-19-14, Resolution Appropriating and Amending the 2018-19 Sheriff's Office – Detention Budget by $410,000 for Medical Services & Food Supplies- Revenues to Come from Unappropriated County General Funds – Commissioner Smith

Late Filed Resolution 3-19-15, Resolution Authorizing the Williamson County Mayor to Sign a Grant Contract with the State of Tennessee Department of Environment and Conservation and Amending the 2018-19 Solid Waste Budget by $85,008 - Revenues to Come from State Grant Funds and Unappropriated Solid Waste Fund Balance – Commissioner Smith

2) OTHER

Resolution No. 3-19-9, Resolution Authorizing the Williamson County Mayor to Execute an Agreement to Purchase and Lease Property Located at 6990 Giles Hill Road, College Grove, Tennessee - Commissioner Hester

Resolution No. 3-19-10, Resolution Authorizing the Williamson County Mayor to Enter Into a Reimbursement Agreement with the Williamson County Convention and Visitors Bureau - Commissioner Smith

Resolution No. 3-19-11, Resolution Authorizing the Williamson County Mayor to Enter Into an Interlocal Agreement with the City of Brentwood, Tennessee for the Construction and Operation of a Joint Emergency Response Station - Commissioner R. Jones

Resolution No. 3-19-12, Resolution Authorizing the Williamson County Mayor and Williamson County Sheriff to Enter Into an Interlocal Agreement with the City of Franklin and the City of Brentwood for Cooperation in Enforcement and Investigation Related to Auto Theft and Auto Burglary within Williamson County – Commissioner R. Jones

Resolution No. 3-19-13, Resolution Authorizing the Williamson County Mayor to Enter Into a Lease Agreement with TNHD Partners, LLC D/B/A Harley-Davidson of Cool Springs for Motorcycles - Commissioner R. Jones

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

FINANCIAL STATEMENT HIGHLIGHTS

Month Ended January 31, 2019

	Month		Year to Date	
Actuals	**Current**	**Budget**	**Current**	**Budget**
Net Revenue	$21,122,714	$22,062,738	$144,573,812	$152,620,626
Total Operating Expenses	21,496,098	21,321,772	143,367,418	147,755,725
Net Non-Operating Rev/Exp	398,055	273,102	2,001,932	1,881,384
Net Income/Loss	**$24,671**	**$1,014,068**	**$3,208,326**	**$6,746,285**

Balance Sheet	**Current Month**	**Prior Month**	**Increase (decrease)**
Operating Account Balance	$17,378,042	$22,833,684	($5,455,641.94)
Available to Use Cash	63,147,924	68,070,779	(4,922,855)
Collections	21,456,950	19,805,581	1,651,369
Days Cash on Hand	98.9	107.1	(8.2)
Debt Coverage	2.83	2.92	(0.1)

Key Financial Stats/Indicators	**Current Month**	**12 Month Average**	**Increase (decrease)**
Admissions-Adults	850	804	46
Admissions-Pediatrics	26	13	13
Patient Days	3,181	2,784	397
Equivalent Patient Days	9,228	8,131	1097
Surgeries	1,116	1,047	69
Emergency Room	3,049	3,097	(48)
Emergency Room-Pediatrics	914	896	18

Williamson Medical Center & Subsidiaries
Balance Sheet
For the Period Ending January 31, 2019

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
CASH				
Funds Mgmt/General Fund	$ 17,378,042	$ 22,833,684	$ (5,455,642)	-23.9%
TOTAL CASH	17,378,042	22,833,684	(5,455,642)	-23.9%
RECEIVABLES				
Patient Receivables	88,676,564	92,904,679	(4,228,115)	-4.6%
Contractual Allowances	(59,708,183)	(62,084,454)	2,376,271	-3.8%
Other Receivables	622,309	393,017	229,292	58.3%
TOTAL RECEIVABLES	29,590,690	31,213,242	(1,622,552)	-5.2%
INVENTORIES				
General Stores	233,942	236,249	(2,307)	-1.0%
Pharmacy	840,411	840,411	0	0.0%
Surgery	3,333,450	3,227,587	105,863	3.3%
TOTAL INVENTORIES	4,407,803	4,304,247	103,556	2.4%
PREPAID EXPENSES	2,727,894	2,892,955	(165,061)	-5.7%
TOTAL CURRENT ASSETS	54,104,429	61,244,128	(7,139,699)	-11.7%
PROPERTY, PLANT & EQUIP				
Land and Land Imp.	16,042,698	16,042,698	0	0.0%
Building & Building Serv	239,812,951	235,835,576	3,977,375	1.7%
Equipment	126,032,387	124,070,215	1,962,172	1.6%
Less: Accum Depr	(171,740,598)	(170,701,779)	(1,038,819)	0.6%
TOTAL P,P & E	210,147,438	205,246,710	4,900,728	2.4%
OTHER ASSETS				
Cash-Funded Depreciation	40,717,624	40,339,760	377,864	0.9%
Bond Payment Fund	3,103,608	2,672,619	430,989	0.0%
Bond Escrow Fund	1,948,650	1,948,650	0	0.0%
Miscellaneous Assets/Investments	16,820,671	16,723,049	97,622	0.6%
Capitalized Costs/Bond Issue Costs	1,686,479	1,701,764	(15,285)	-0.9%
TOTAL OTHER ASSETS	64,277,032	63,385,842	891,190	1.4%
TOTAL ASSETS	$ 328,528,899	$ 329,876,680	$ (1,347,781)	-0.4%

Williamson Medical Center & Subsidiaries
Balance Sheet
For the Period Ending January 31, 2019

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
CURRENT LIABILITIES				
Accounts Payable	$ 9,014,603	$ 11,202,075	$ (2,187,472)	-19.5%
Due from BJIT	-	0	(0)	-100.0%
Accrued Wages Payable	3,869,728	3,365,101	504,627	15.0%
Payroll Taxes Payable	265,742	159,310	106,432	66.8%
Employee Ded Payable	(110,203)	(58,646)	(51,557)	87.9%
Accrued Employee Benefits	5,234,743	5,469,563	(234,820)	-4.3%
Accrued Bond Interest	748,288	498,858	249,430	100.0%
Current Portion-Bonds Payable	2,900,000	2,900,000	0	0.0%
Current Portion of Long Term Debt	2,625,061	2,596,001	29,060	1.1%
Estimated Third Party Settlements	838,690	317,345	521,345	164.3%
Other Current Obligations	1,620,265	1,620,265	0	0.0%
TOTAL CURRENT LIAB	27,006,917	28,069,872	(1,062,955)	-3.8%
LONG TERM LIABILITIES				
Hospital Expansion Bonds 2004	$ 11,420,000	$ 11,420,000	$ -	0.0%
Hospital Expansion Bonds 2013	24,613,802	24,622,934	(9,132)	0.0%
Hospital Expansion Bonds 2018	44,960,754	45,000,000	(39,246)	100.0%
INS Bank-Parking Deck	2,928,604	2,960,542	(31,938)	-1.1%
1st Tennessee Bank-Grassland	2,731,704	2,752,923	(21,219)	-0.8%
Deferred Comp Liability	1,180,264	1,178,583	1,681	0.1%
Franklin Synergy Bank-Cain Property	1,288,651	1,351,834	(63,183)	-4.7%
Franklin Synergy Bank-Curd Lane Pr	2,419,224	2,434,881	(15,657)	-0.6%
1st Tennessee Bank-Consolidated	2,137,525	2,268,329	(130,804)	-5.8%
TOTAL LONG TERM LIAB	93,680,528	93,990,025	(309,497)	-0.3%
FUND BALANCE	207,841,454	207,816,783	24,671	0.0%
TOTAL LIABILITY & FUND BALANCE	$ 328,528,899	$ 329,876,680	$ (1,347,781)	-0.4%

Williamson Medical Center & Subsidiaries
Income Statement
For the Period Ending January 31, 2019
Comparison of Actual to Budget

	Month To Date				Year To Date			
	Actual	Budget	Variance	Var%	Actual	Budget	Variance	Var%
Net Patient Svc Revenue	$ 20,313,847	21,524,352	(1,210,505)	-5.6%	$ 140,527,396	$ 148,893,805	$ (8,366,409)	-5.6%
Other Operating Revenue	$ 808,867	$ 538,386	$ 270,481	50.2%	$ 4,046,416	$ 3,726,821	$ 319,595	8.6%
Net Operating Revenue	$ 21,122,714	$ 22,062,738	(940,024)	-4.3%	$ 144,573,812	$ 152,620,626	$ (8,046,814)	-5.3%
Operating Expenses:								
Salaries & Benefits	$ 11,410,802	$ 11,879,980	$ (469,178)	-3.9%	$ 79,566,488	$ 81,849,197	$ (2,282,709)	-2.8%
Medical Prof. Fees	371,267	384,711	(13,444)	-3.5%	3,006,113	2,665,541	340,572	12.8%
Supplies	4,840,827	4,560,103	280,724	6.2%	29,678,514	31,637,016	(1,958,502)	-6.2%
Other Expenses	1,632,158	1,314,069	318,089	24.2%	10,346,496	9,399,620	946,876	10.1%
Purchased Services	1,264,439	1,315,706	(51,267)	-3.9%	7,471,900	9,158,927	(1,687,027)	-18.4%
Repair/Main Equipment	544,341	514,200	30,141	5.9%	3,690,691	3,572,234	118,457	3.3%
Equipment Leases	144,609	128,890	15,719	12.2%	875,423	893,135	(17,712)	-2.0%
Total Operating Expenses	$ 20,208,443	$ 20,097,659	$ 110,784	0.6%	$ 134,635,625	$ 139,175,670	$ (4,540,045)	-3.3%
Net Operating Income	$ 914,271	$ 1,965,079	$ (1,050,808)	-53.5%	$ 9,938,187	$ 13,444,956	$ (3,506,769)	-26.1%
Non-Operating Revenue	$ 398,055	273,102	$ 124,953	45.8%	$ 2,001,932	1,881,384	$ 120,548	6.4%
EBITDA	$ 1,312,326	$ 2,238,181	$ (925,855)	-41.4%	$ 11,940,119	$ 15,326,340	$ (3,386,221)	-22.1%
Interest	$ 233,549	$ 152,394	$ 81,155	53.3%	$ 1,360,808	$ 1,078,019	$ 282,789	26.2%
Depreciation & Amort.	1,054,106	1,071,719	(17,613)	-1.6%	7,370,985	7,502,036	(131,051)	-1.7%
Net Income/(Loss)	$ 24,671	$ 1,014,068	$ (989,397)	-97.6%	$ 3,208,326	$ 6,746,285	$ (3,537,959)	-52.4%

Williamson County
Budget Report
1/31/2019

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	1,890,402	91,439,810	50,739,014	10,075,136	40,700,796	55.49%
Solid Waste Sanitation Fund	6,119,707	-	6,119,707	4,619,381	592,464	1,500,326	75.48%
Drug Control Fund	36,000	73,460	109,460	134,844	10,102	(25,384)	123.19%
Highway/Public Works Fund	13,669,450	103,788	13,773,238	7,026,663	1,704,204	6,746,575	51.02%
General Debt Service Fund	44,070,616	-	44,070,616	28,968,057	3,557,221	15,102,559	65.73%
Rural Debt Service Fund	46,685,999	-	46,685,999	30,903,233	3,870,037	15,782,766	66.19%
General Purpose School Fund	338,935,913	889,603	339,825,516	205,324,249	32,906,577	134,501,267	60.42%
Cafeteria Fund	13,669,785	-	13,669,785	7,265,773	1,074,598	6,404,012	53.15%
Extended School Program Fund	6,364,900	-	6,364,900	3,636,925	443,628	2,727,975	57.14%

Appropriations	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Encumbrances	Remaining Budget	% Y T D
County General Fund	102,990,449	7,049,493	110,039,942	57,831,737	7,910,067	2,784,990	49,423,215	55.09%
Solid Waste Sanitation Fund	6,383,283	365,000	6,748,283	3,578,712	518,640	1,073,701	2,095,870	68.94%
Drug Control Fund	112,000	73,460	185,460	17,860	1,539	5,905	161,695	12.81%
Highway/Public Works Fund	12,821,524	997,971	13,819,495	6,585,611	543,463	1,655,511	5,578,373	59.63%
General Debt Service Fund	44,578,000	83,486	44,661,486	7,706,104	66,619		36,955,382	17.25%
Rural Debt Service Fund	30,481,000	-	30,481,000	6,801,314	55,168		23,679,686	22.31%
General Purpose School Fund	350,543,584	6,634,972	357,178,556	172,270,241	25,802,845	7,859,162	177,049,153	50.43%
Cafeteria Fund	13,719,015	19,674	13,738,689	7,128,537	908,303	2,321,277	-4,288,875	68.78%
Extended School Program Fund	6,795,294	231,850	7,027,144	3,665,986	416,482	227,568	-3,133,590	55.41%

Williamson County
Privilege Tax Report

Month of JANUARY 2019

	Adequate School Facilities	Schools	Recreation	Fire	Highway
Previous Balance	951,320.11	2,655,575.26	277,193.33	205,066.64	215,124.53
Brentwood	55,465.74	51,028.48	4,437.26	0.00	0.00
Franklin	104,150.97	95,818.89	8,332.08	0.00	0.00
Fairview	3,383.82	3,113.11	270.71	0.00	0.00
Spring Hill	43,272.90	39,811.07	3,461.83	0.00	0.00
Thompson's Station	27,181.44	25,006.92	2,174.52	0.00	0.00
Nolensville	83,997.54	77,277.74	6,719.80	0.00	0.00
Unincorporated Williamson County	209,996.82	146,997.77	16,799.75	41,999.36	4,199.94
Interest	10,832.87	10,844.14	1,531.18	1,518.62	602.13
Commercial					
Monthly Total	538,282.10	449,898.12	43,727.13	43,517.98	4,802.07
Cumulative Total	1,489,602.21	3,105,473.38	320,920.46	248,584.62	219,926.60
FSSD Monthly Appropriations	23,427.45	28,600.82			
Monthly Appropriations	124,895.63				
Cumulative Appropriations	66,007,289.68	128,071,187.42	12,236,124.52	2,475,355.97	7,048,933.59
Net Revenue	1,341,279.13	3,076,872.56	320,920.46	248,584.62	219,926.60

Appropriations:	
Adequate Schools/ December '18 FSSD distribution	23,427.45
Adequate Schools/December '18 Cities distribution	124,895.63
Schools/December '18 FSSD distribution	28,600.82

MARRIOTT

2/15/19

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

Dear Nena,

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end January 31, 2019

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

COOL SPRINGS CONFERENCE CENTER
January, 2019

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENE	623,067	508,612	428,613	4,863,358	4,380,613	4,002,615
HOUSE PROFIT	129,014	35,208	18,172	1,121,829	883,692	759,716
Less: FIXED EXPENSES	64,417	68,095	43,319	422,766	514,920	508,907
NET INCOME	64,597	(32,887)	(25,147)	699,063	368,772	250,809
Less: FF&E RESERVE 5%	31,153	25,430	21,431	242,882	219,030	200,131
NET CASH FLOW	33,444	(58,317)	(46,578)	456,181	149,742	50,678

TOTAL CURRENT BALANCE DUE TO OWNERS	33,444
TOTAL DUE TO CITY OF FRANKLIN	16,722
TOTAL DUE TO WILLIAMSON COUNTY	16,722

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,

Kristin Lamb
Accounting Manager

Matt Laniff
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
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	40,369.00
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	143,486.00
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	63,790.00
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	9,187.00
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	16,722.00
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	228,092.00

Total profit/-loss 3,257,786.11

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

Williamson County
Education Impact Fee

	COLLECTION DURING FYE 6/30/17	COLLECTION DURING FYE 6/30/18	JULY 2018	AUGUST 2018	SEPTEMBER 2018	OCTOBER 2018	NOVEMBER 2018	DECEMBER 2018	JANUARY 2019	FEBRUARY 2019	MARCH 2019	APRIL 2019	MAY 2019	JUNE 2019	TOTAL COLLECTIONS
IM100 - WCS															
FEE	2,154,192.00	11,553,360.00	1,360,784.00	1,136,022.00	791,510.00	1,234,191.00	900,878.00	724,701.00	910,298.00	-	-	-	-	-	20,765,936.00
PAID UNDER PROTEST	349,738.50	4,957,756.50	578,823.00	469,715.00	315,936.00	488,588.00	228,333.00	381,815.00	429,296.00	-	-	-	-	-	8,200,001.00
INTEREST	10.00	91,466.58	26,503.49	31,497.61	34,021.61	38,874.97	43,348.74	45,127.39	46,059.98	-	-	-	-	-	356,910.37
TR COMMISSION	25,145.08	166,039.97	19,661.10	16,372.35	11,414.68	17,616.54	11,658.72	11,516.43	13,856.54	-	-	-	-	-	293,281.41
IM200 - FSSD															
FEE	0.00	112,098.50	2,502.00	36,146.00	(1,914.00)	3,386.00	13,510.00	23,275.00	13,117.00	-	-	-	-	-	202,120.50
PAID UNDER PROTEST	0.00	193,385.00	-	-	-	-	-	-	7,131.00	-	-	-	-	-	200,516.00
INTEREST	0.00	2,137.13	494.09	567.04	592.62	633.16	694.67	701.16	767.85	-	-	-	-	-	6,587.72
TR COMMISSION	0.00	3,062.11	29.96	367.13	(13.21)	40.19	208.93	239.76	210.16	-	-	-	-	-	4,145.03
NET COLLECTIONS	2,478,795.42	16,741,101.63	1,949,415.52	1,657,208.17	1,128,744.76	1,748,016.40	1,174,896.76	1,163,863.36	1,392,603.13	-	-	-	-	-	29,434,645.15

SUMMARY FOR IMPACT FEE COLLECTIONS

Total Collected to Date	29,434,645.15
Total Allocated for Projects	(6,622,149.97)
Total Net Collections	22,812,495.18
Total Paid under Protest	(8,400,517.00)
Total Avaliable for Allocation	14,411,978.18

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Emergency Communications District Board of Directors, Districts 3 & 12 position

Name of nominee: Jeff Graves

Address: 1802 Lecton Court, Thompson's Station, 37179

Phone #: 615-972-5250

Voting district in which the nominee resides: 12

Term of position: Four years, Term expiring March 2023

Salary (if applicable): N/A

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

County Mayor Rogers Anderson

Brief biographical information:

Mr. Graves is a native of Nolensville, currently serving as an alderman on the City of Spring Hill Board of Mayor and Aldermen. Graves works as a financial adviser for Edward Jones, previously working for the Williamson County School system as a high school history teacher at Summit High School. Graves earned a bachelor's degree from UT-Martin and attended seminary at Mid-America Baptist Theological Seminary in Memphis, TN. He lives in Spring Hill with his wife, Chelsea, and two children.

County Commission meeting date: March 11, 2019

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Emergency Communications District Board of Directors, Districts 10 & 11 position

Name of nominee: John Allman

Address: 1050 Huntsman Circle, Franklin, TN 37064

Phone #: 615-406-4040

Voting district in which the nominee resides: 11th

Term of position: Four years, term expiring March 2023

Salary (if applicable): N/A

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

County Mayor Rogers Anderson

Brief biographical information:

- See attached

County Commission meeting date: March 11, 2019

John Allman

John moved to Nashville from Virginia Beach in 1980 to attend Belmont University. While working on his bachelor's degree in business administration, he met his wife Cindy. They live in Franklin and have two adult children and a granddaughter.

John is the Director of Information Technology with the City of Brentwood. He started his career in public safety as a volunteer firefighter in 1984 and was hired by Brentwood in 1986 as a firefighter and advanced through the ranks to become a shift commander. One of his responsibilities was to manage the computer system for the police and fire departments as well as the equipment in the Emergency Communications Center. In 2002, the City created the technology department and John was appointed the director. The department has grown and is responsible for all the technologies used by all city departments as well as the Geographical Information System (GIS) staff.

John continued to pursue his passion for public safety by serving on various Homeland Security and 9-1-1 committees as well as managing radio systems for the City.

Noteable accomplishments

- COM-L - Communications Leader
- COM-T - Communications Technician
- Amateur Radio Operator
- Numerous fire service certifications
- TN Emergency Communications Board Operations Committee member
- Chairman of the Williamson County Joint Communications Network Authority Technical Committee
- Managed the installation of several 911 systems

Community Involvement

- Deployed to Florida for communications/technical support during Hurricane Irma
- Mission trip to Indonesia for Tsunami relief work
- Mission trip to Malawi, South Africa to explore a county-wide radio system and creating a medical first responder system
- Serves on church Technical/Creative Arts Team

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Emergency Communications District Board of Directors, Districts 8 and 9 position

Name of nominee: Robert Ring

Address: 1240 Moran Road, Franklin, TN 37069-6904

Phone #: 615-373-8067

Voting district in which the nominee resides: 9th

Term of position: four years, term expiring March 2023

Salary (if applicable): N/A

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

County Mayor Rogers Anderson

Brief biographical information:

Mr. Robert Ring served as County Executive of Williamson County for 16 years before retiring in 1998 to his family farm on Moran Road. He and his wife Charlene have three children, Andrew, Anna and Henry.

During his term as County Executive, the Emergency Communications District was formed and he has served on the board since its inception in 1988.

Mr. Ring's hobbies include collecting miniatures and travel.

County Commission meeting date: March 11, 2019

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NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Highway Commissioner – NE District

Name of nominee: Charles Wilson

Address: 1907 Green Hills Blvd, Franklin, TN 37064

Phone No. 615-771-9343 (hm)

Cell: 615-347-4114

Email: Cwilsonsr@wilsonpc.com

Voting district in which the nominee resides: 4th –North East

Term of position: Two years, Term expiring March 2021

Salary (if applicable): $250 per meeting

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

Brief biographical information:

Mr. Wilson is a longtime citizen of the Northeast District of Williamson County and is the owner of an Engineering firm.

County Commission meeting date: March 11, 2019

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Highway Commissioner - NW District

Name of nominee: W. Stanley Tyson

Address: 410 Cotton Lane, Franklin, TN 37069

E-mail address: wstyson@bellsouth.net

Phone No. Home 615-790-1404

Voting district in which the nominee resides: 9th /Northwest

Term of position: Two (2) Years, Term Expiring 2021

Salary (if applicable): $250.00 per meeting

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

Commissioner Dave Coleman

Brief biographical information:

Served:
14 years Williamson County Board of Appeals
6 years Williamson County Commission, 9th District
11 years Williamson County Veterans Service Officer
16 years Williamson County Highway Commissioner, NW District
1 year Williamson County Board of Equalization

County Commission meeting date: March 11, 2019

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NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): W.C. Regional Planning Commission

Name of nominee: Sammie McCoy

Address: 1202 Blue Springs Road, Franklin, TN 37069

Phone No. 615-370-6079

Voting district in which the nominee resides: 9th

Term of position: Four (4) years, term expiring March 2023

Salary (if applicable): $75/meeting

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

Rogers C. Anderson, County Mayor

Brief biographical information:

- Please see attached.

County Commission meeting date: March 11, 2019

dg\MyFiles\misc\NomineeInfoPlanningCommLackey

Mr. McCoy brings a wealth of experience in project management to his assignments. He understands the importance in developing design plans that meet design requirements while minimizing impacts to the surrounding community and environment. From complex interchanges to roadway and pedestrian facility improvements, Mr. McCoy has the civil engineering expertise to get the job done. His track record in delivering effective and efficient projects throughout Tennessee is a testament to his proactive approach in coordinating, communicating and achieving project objectives.

I-240 CMGC MemFix 4
Project Manager: The project involves the widening of I-240 southbound including new overhead bridges at Norfolk Southern RR, SR 57 (Poplar Ave. E.B. and W.B.) and rehabilitation of Park Avenue. Mr. McCoy served as Project Manager responsible for managing a design team of over 25 individuals during the design phase of the project. As a CMGC contract, a significant amount of coordination was required on an accelerated schedule between the design team, the contractor and TDOT. Additional close coordination with Norfolk Southern and local utilities resulted in development of a plan that would minimize impacts to the surrounding area as well as the traveling public.

On-Call Planning Projects - Statewide
Project Manager: This project entailed overall planning services for this TDOT $2,000,000 contract in which the firm developed transportation planning reports, bridge replacement reports, roadway safety audit reviews, interchange modification studies and feasibility studies. Benesch (formerly CEA) has retained this contract since the firm's inception in 1999. Mr. McCoy's experience in design and environmental aspects of TDOT roadway projects is utilized throughout this contract to ensure all aspects of constructability, permitting and environmental impacts are considered during the planning process.

17th and 20th Avenue Sidewalk Widening Project (City of Cleveland) (01/2016 – 05/2017)
Project Manager: The City of Cleveland selected Benesch to provide design services for the addition of a curb and gutter with sidewalk along a one-mile section of 17th Avenue and a two-mile section of 20th Avenue. Both roadways are old urban roadways through the City's Historic District. The roadway Right-Of-Way is very narrow and has required a detailed design to minimize impacts to the area. Mr. McCoy and a designer have worked closely with the City staff to develop a design to minimize impacts to front yards, utilities and improve the drainage through the area. Mr. McCoy designed the closed drainage system, evaluated sight distances and pedestrian ADA components for the design. He is also responsible for overall project management and coordination with the City of Cleveland.

Metro Nashville Sidewalk Improvement Program (Davidson County, TN)
Project Principal: This contract involves a city-wide sidewalk improvement program for the Nashville Public Works Department. Benesch has completed the design, conducted public meetings and developed Right-of-Way Exhibits for eleven sidewalk projects across Davidson County. Mr. McCoy provided guidance to the Project Engineer as well as QC review of plans to ensure Benesch quality standards are met.

McEwen Drive at Wilson Pike Intersection Improvement - Dates (07/20011 – 11/2014)
Project Engineer/Manager: The City of Franklin selected Benesch to provide design services for the widening and reconstruction of McEwen Drive over CSX to accommodate increased traffic demand in this part of Franklin, TN. Tasks completed by Mr. McCoy

Education
BS, Civil Engineering, University of Tennessee-Knoxville

Years of Experience: 21

Registrations and Certifications
Professional Engineer:

Alabama - 25906

Georgia - PE040794

Florida - 75884

North Carolina - 42726

Tennessee - 105669

National Council of Examiners for Engineering and Surveying (NCEES)

included horizontal and vertical alignments, intersection geometry, drainage design, phased construction details, CSX railroad coordination and development of the roadway design plans and specifications. He worked closely with the City of Franklin to deliver the project to meet their expectations and time constraints associated with the opening of a new school in the area. Mr. McCoy assisted the City through the bidding phase and then worked with the Benesch CEI to perform the construction engineering and inspection services for the project. The project was completed on time and under budget.

Indian Lake Boulevard at SR 386 – Vietnam Veterans Parkway (11/2009 – 04/2013)
Project Engineer/Manager: Benesch was selected by the City of Hendersonville to perform design and CEI services for this $4.2 million project. The project includes widening Indian Lake Boulevard from two lanes to five lanes. The existing interchange ramps were improved with the southbound on ramp being upgraded to two lanes, which will include additional lanes on SR 386. The project includes installation of signals and widening two existing bridges. Mr. McCoy was responsible for horizontal and vertical alignments, intersection geometry, phased construction details and development of the roadway design plans and specifications for the project. He worked closely with design engineers for development of the project drainage design and bridge design. As the Project Manager, he was responsible for coordination with the City and TDOT for all phases of plan development for this interchange improvement project. During construction, Mr. McCoy worked with the Benesch CEI staff to oversee the construction of the project.

State Route 106 (Lewisburg Pike) - TPR
Project Engineer: A Transportation Planning Report was developed for a 2.7 mile long section of State Route 106, located southeast of Franklin. The need for the TPR was due to the explosive growth of the City of Franklin in recent years, as well as the growth that is expected to continue at a similar rate. Mr. McCoy served as Project Engineer on this project.

Long Lane over I-65 (City of Franklin) (06/2009 – 11/2011)
Project Engineer/Manager: Benesch provided design services for the construction of a new bridge crossing for Long Lane over Interstate 65 to provide an alternative vehicular connector for local residents. Mr. McCoy worked closely with the City of Franklin and Benesch's structural engineers to develop several alignment options and grades for the crossing. This was coordinated with TDOT and FHWA since the new crossing was over I-65. Mr. McCoy was responsible for the horizontal and vertical alignment designs for the project. The proposed bridges include a 420' four-span bridge over I-65 and a 110' two-span bridge over Five Mile Creek. As the plans moved into production Mr. McCoy worked closely with design engineers who completed the drainage design and remaining design tasks associated with plan production for the project. He also worked with City staff to assist with a public meeting presentation and open discussion. The proposed roadway will be two lanes with bike lanes and sidewalks. The project is currently in the ROW Phase of plans and is waiting for City approval to proceed with the completion of the construction phase plans.

State Route 96 West Multi Use Path (City of Franklin) (12/2016 – 05/2017)
Project Engineer/Manager: The City of Franklin selected Benesch to provide design services for the addition of a multi-use path along a one-mile section of SR 96 West. Existing SR 96 through this area is a two-lane cross section with turn lanes at most side roads. The project will include a portion of curb and gutter with closed drainage and a portion with just shoulders and a grass buffer along the trail. Mr. McCoy is working closely with designers to evaluate the alignments, sight distances, clear zones, adequate

Professional Affiliations
American Society of Highway Engineers (ASHE)

Tennessee Society of Professional Engineers (TSPE)

ASHE of Middle TN President (2014-2015)

ASHE of Middle TN Vice President (2013-2014)

ASHE of Middle TN Board Member (2011-2013)

American Council of Engineering Companies (ACEC)

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): W.C. Regional Planning Commission

Name of nominee: John Lackey

Address: 9030 Split Log Road, Brentwood, TN 37027

Phone No. 771-2916

Voting district in which the nominee resides: 6th

Term of position: Four (4) years, term expiring March 2023

Salary (if applicable): $75/meeting

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

Rogers C. Anderson, County Mayor

Brief biographical information:

President – John Lackey Construction Co., Inc.
MS Civil Engineering, 1970 Tennessee Tech
1970-1980 Engineering Consultant
1980-Present Building Contractor
1985, 1986 Parade of Homes Builder
Chairman, Williamson County Planning Commission
Chairman, Williamson County Water & Wastewater Authority
Member of Board of Directors, Home Builders Association of Middle Tennessee
Coordinator-Habitat for Humanity-World Record Home Built 1990 5 hours, 59 minutes
Coordinator-Habitat for Humanity-World Record Home Built 1998 4 hours, 37 minutes
Speaker-Leadership Brentwood
Speaker-Annual Home Builders Association Home Show

County Commission meeting date: March 11, 2019

dg\MyFiles\misc\NomineeInfoPlanningCommLackey

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Sports Authority

Name of nominee: Paul D. Jeter, Esq.

Address: 1415 Mentelle Drive, Franklin, TN 37069

Phone No. 615-642-3592

Email: paul@jeterlawfirm.com

Voting district in which the nominee resides: 9th

Term of position: Filling unexpired term, expiring June 2020

Salary (if applicable): N/A

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

- Rogers C. Anderson, County Mayor

Brief biographical information:

- Please see attached.

County Commission meeting date: March 11, 2019

dg\MyFiles\misc\NomineeInfoSportsAuthority

Paul D. Jeter, Esquire

1415 Mentelle Drive
Franklin, Tennessee 37069
615-642-3592
paul@jeterlawfirm.com

Technical Skills/Proficiencies

Experienced attorney and salesman with extensive experience in several areas of practice. Successfully built a law practice that thrives on outstanding interpersonal relationships with clients in Middle, East and West Tennessee. Outstanding computer, research and writing skills and proficient in MS Office.

Experience

Paul D. Jeter Law Firm, P.C. November 2009 – Present - Nashville, Tennessee

- Attorney and Owner
- Build relationships with clients and increase business based on referrals.
- Practice Personal Injury, Workers' Compensation, Family, Criminal, Business and Employment Law.
- Extensive courtroom experience and trials on personal injury, child support, child custody, adoption, divorce and criminal cases.
- Oversee the day-to-day business operations of the Firm.

Griffith & Roberts, PLLC Spring 2006 – May 2009 - Nashville, Tennessee

- Paralegal and case manager
- Managed approximately 200 personal injury and workers' compensation files.

Vintage Construction, Inc. 2005 -2006 Arrington, Tennessee

- Outside Sales
- Sold foundation repair and waterproofing systems in Middle Tennessee.

Sims Stone 2004 - 2005 Nashville, Tennessee

- Sold landscape concrete products to dealers and installation companies.

Education

Nashville School of Law - 2009 Nashville Doctor of Jurisprudence
University of Tennessee - 2000 Knoxville Bachelor of Science

- Major – Horticulture and Landscape Design
- Minor – Business Administration

Activities/Memberships

Tennessee Bar Association
Williamson County Bar Association
Board Member and Volunteer Coach for Grassland Athletic Association
Member of Christ Community Church, Franklin, Tennessee

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Board of Zoning Appeals

Name of nominee: Sue Workman

Address: 128 Meadowgreen Drive, Franklin, TN 37069

Phone #: Office: 790-3065 Home: 790-2458

Voting district in which the nominee resides: 9th

Term of position: 5 years, term expiring March 2024

Salary (if applicable): $75.00 per meeting

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

Rogers C. Anderson, County Mayor

Brief biographical information:

Graduate – David Lipscomb University, Degree in Speech Communication

Retired teacher from Cheatham County and Metro-Davidson County

Drove school bus for Williamson County School System, 12 years

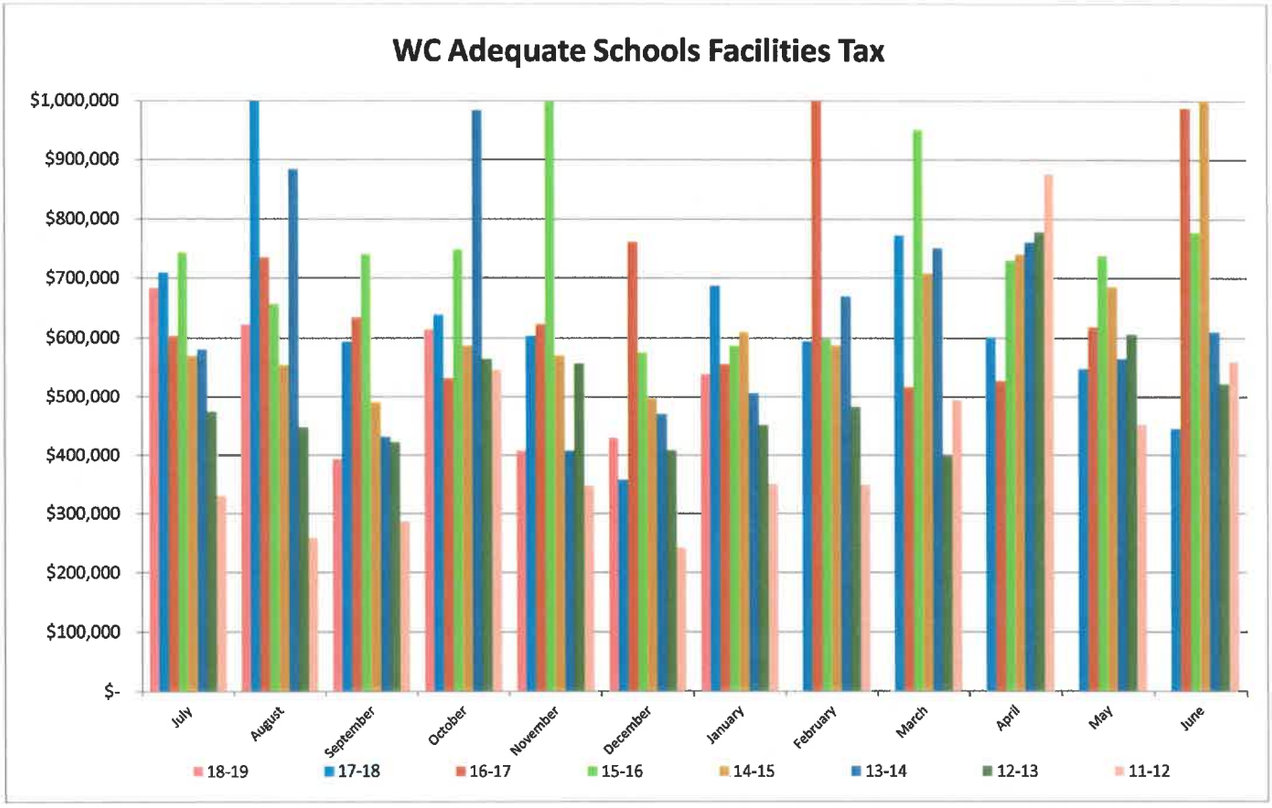
Active in the Williamson County Republican Party and Republican Women of Williamson County

Active in Berry's Chapel Church of Christ

Board of Zoning Appeals member since 1999

County Commission meeting date: March 11, 2019

dg\MyFiles\misc\NomineeInfoBZA Sue Workman


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
October
November
December
January
February
March
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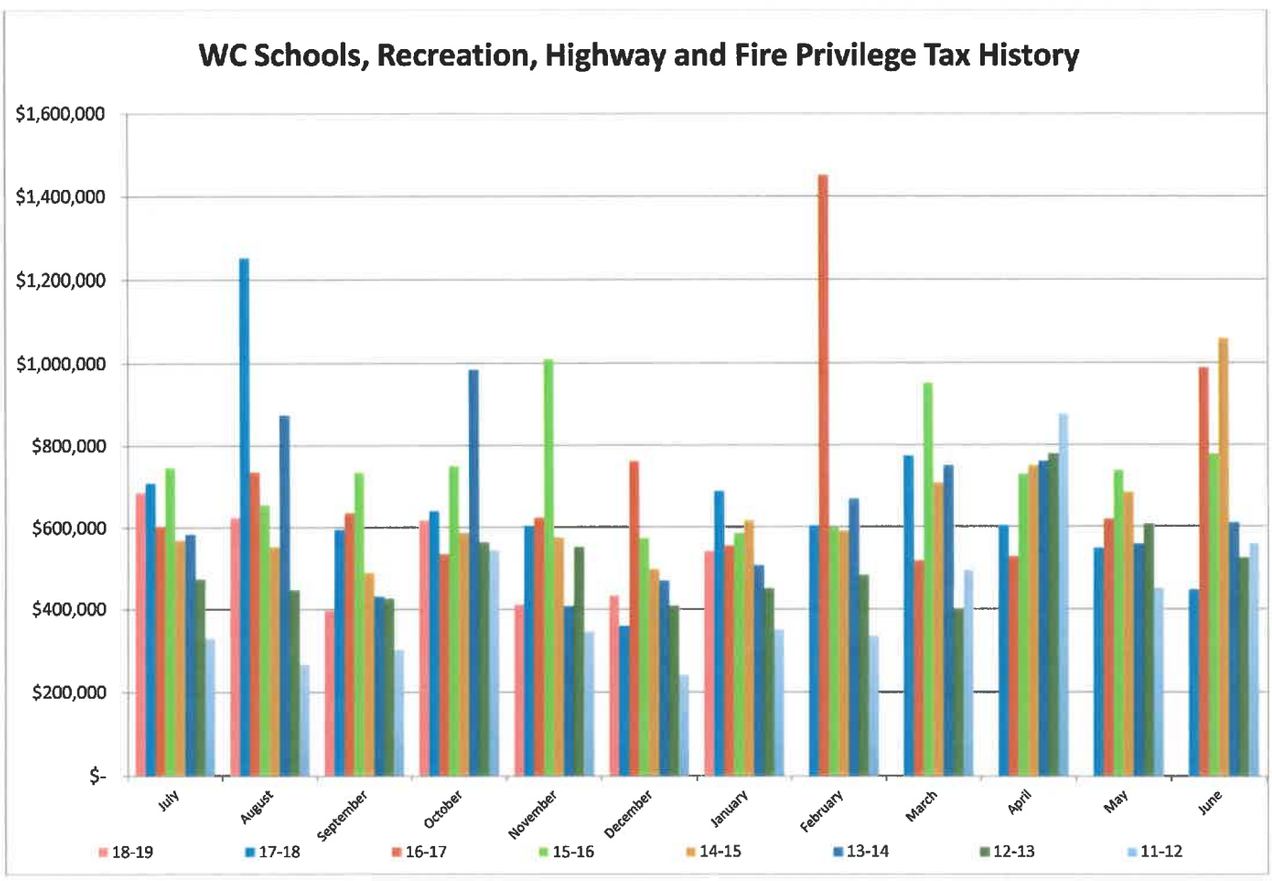
May
June
18-19
17-18
16-17
15-16
14-15
13-14
12-13
11-12


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
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February
March
April
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June
18-19
17-18
16-17
15-16
14-15
13-14
12-13
11-12

CONSENT AGENDA
Williamson County Board of Commissioners
March 11, 2019 – 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

(MARCH, 2019)

NEW

AINLEY, JEROMY
ANDERSON, ESTELA MARIA
ARNOLD, AMY R.
BERNARD, MORGAN ANNE
BOGGS, TYLER
BUCK, JENNIFER ASHLEY
CALDWELL, DIANA MICHELE
CALVERT, TRISTA MARIE
CARLISLE, MARIAH DANNIELE
COLLINS, CINDY
COLON, MICHELLE N.
CUA, NICOLE M.
DASOVIC, CIARA A.
DAVIS, SPENCER C.
DIAZ, LISA CHRISTINE
DUSCHE, JUDY CHARLOTTE
ETUE, CRYSTAL MARIE
FEASEL, TARRA KAY
FRIAS, JESSICA E.
GORE, EDWARD KIRKHAM, III
GROKE, DENESE D.
HIGDON, KECIA L.
HUAT, MATTHEW BROCK
JENKINS, RACHEL J.
JOHNSON, CHERYL C.
JOHNSON, JASON ELLSWORTH
JOHNSON, KAYLA
KOHON, LEIGH ANNE
MANGRUM, RITA
MARTIN, DANTHA L.
MEINHARDT, ROBIN ASHLEY
MITCHELL, REBEKAH ELIZABETH
MONDELLI, JAMES V.
MORROW, PAMELA B.
MUNN, WHITNEY LEIGH
O'CONNOR, AMY FRANCES
OUTLAW, STEPHEN MICHAEL
PARKER, JENNIFER NICOLE
PEPPERS, JOHN DAVID
SANDERS, HOLLY L.
SMITH, KEN
STOUT, ANTIONETTE
THUNELL, GARY ARTHUR
TYREE, RUSSELL FREDERICK
VALENTINE, JEANAY KATHERINE
WALLER, LINDE STEPHENS
WANNA, PENNY JEAN
WILLIAMS, PRUDENCE R.
WILLIAMS, STEPHANIE LEIGH
WITT, SUSAN JEAN

RENEWALS

ADAMS, ELIZABETH L.
ADAMSON, B. GAIL
AGAOGLU, TABITHA
ALEY, SANDRA
ALLTON, JOCELYN A.
AMBRUSTER, ERIN
ANDERSON, JANICE A.
ANGLIN, BEVERLY
ATKINSON, KAYE
BAKER, SARAH
BALDINGER, KIMBER LEE
BATES, ALISON F.

RENEWALS

BEASLEY, TODD
BRADLEY, WENDY T.
BRENNAN, SHANNON
BREWER, PAMELA
BRINKS, JESSICA L.
BROWN, ERIC
BROWN, JEREMY
BURNS, JOHN B.
CARTE, DEWAYNE
CHANDONNET, DARLENE
CHASE, MORGAN
CLAPP, MARY
CLARK, MARY L.
CLARKE, JENNIFER
COOPER, LISA S.
CORE, J. CHELSEA
COX, JAMES MICHAEL
CRABTREE, DIANA S.
CRAIG, KAYLA P.
CRAIG, S. RUFFIN
CRATON, LINDA
CREVELING, SARAH
CRONAN, LANE
DAVIS, MELISSA
DEAN, CHERYL
DEMERS, DENICE
DePIERRI, WILLIAM A.
DYKES, KIMBERLY R.
EASTERDAY, BRENDAN K.
EDMONDS, CATHERINE A.
EILER, LAUREL L.
ELDER, JEAN
ELIZER, KAREN ANN
FARISH, SAMANTHA
FAUGHT, JONATHAN
FOLEY, LAUREN
FORTE, ROBIN S.
FRAME, JANET R.
FRANZONE, SOPHIA MARIE
FRAZIER, CAREY T.
FRENCH, MELANIE
GABBARD, TONYA
GALLAGHER, DAVID J.
GRAHAM, ANGELA
GRAHL, LORI L.
HAMLIN, VICKI A.
HANNAH, RIKKI D.
HARBISON, TAVIA MARIE
HARPLEY, KATIE M.
HARRISON, SCOTT
HATCHETT, BOBBY R.
HAWKINS, D. TILLEY
HENDRICKSON, AARON
HIGGS, ELLEN ANN
HOBGOOD, LISA
HODGES, JODY M.
HOWARD, JACQUELYN R.
HUBBELL, KIMBERLY C.
JACKSON, JANICE M.
JACKSON, MONICA
JESS, CHARLES PHILLIP
JIRJIS, TOMMY SUE
JOHNSON, JOSEPH D., JR.
JOHNSON, MELISSA A.

RENEWALS

JOHNSON, STEPHANIE
JONES, SHARON L.
KEATON, KAY E.
KIMBROUGH, SABRINA
KOMISAR, MARJORIE
LARKINS, MORGAN E.
LEE, ALBERT H.
LEHMAN, JUDY A.
LENDERMAN, MAURI
LIDDELL, CHERYL A.
LINDQUIST, LAURA
LONG, CHRISTINE
MAHAN, JAMES J., SR.
MANNING, VICKIE R.
McCULLOUGH, LAING
McKENNA, MICHELLE L.
McKNIGHT, CAROLYN
McMILLEN, MARK
McMILLIN, TOBY
MEADE, ASHLEY S.
MORGAN, TYLER
MORSS, KRIS
MUNEY, BARBARA R.
NASH, THAILAMDIA
OWEN, JENNIFER P.
PEPPER, MICHELLE LEE
PETERSON, TRENT C.
POOLE, MARY
POWERS, CARY
RAGSDALE, KATIE A.
RIGSBY, JESSICA
ROBINSON, SONNA E.
ROGERS, ELAINE M.
RONEY, ANDREA M.
ROOT, ERIKA
SANFORD, PHYLLIS SCALES
SAVAGE, JOSEPHINE M.
SCHNEIDER, NANCY L.
SCHROEDER, EVE C.
SEYMOUR, MELISSA I.
SHEPARD, JENNIFER B.
SIMMONS, TRACY L.
SIMPKINS, CATHY
SIMPSON, LEIGH
SIPE, EMILY L.
SMITH, STACY
SMITH, TERESA D.
SMYLY, SARA A.
SOLOMON, W. REID
STERIO, MIKEY
STREET, LESLIE
SUHRBIER, DARLENE K.
SWANSON, AMELIA
SWEENEY, JENNIFER
TATE, JAMES A.
THOMPSON, HAILEY
TODD, CYNTHIA D.
TUTT, HILARY E.
TUTT, VICKY ANN
VAUGHN, YUVONDA
VEGORS, LISA N.
WALTERS, SUZANNE A.
WARMAN, AMANDA
WEBB, CAROL F.
WEBER, JOSEPH A.
WEDDINGTON-HENSLEY, CAROL L.
WEEKS, ROBIN L.

RENEWALS

WELCH, DOROTHY E.
WELLS, JOHN D.
WHITE, JEANETTA R.
WILLIAMS, CLIFTON CHAD
WISE, ANN
WISER, MELISSA
WOODMORE, GREG
WYNNE, MELISSA

FILED 2/25/19
ENTERED 8:00 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

RESOLUTION NO. 3-19-1

Requested by: Board of Education

RESOLUTION AMENDING THE 2018-2019 GENERAL PURPOSE SCHOOL BUDGET $223,280 FOR TWO ADDITIONAL EARLY CHILDHOOD EDUCATION CLASSROOMS FROM EXISTING FUNDS

WHEREAS, the Student Support Services Department has estimated there is a need to add two additional early childhood class after second semester due to the increase in children ages 3-5 needing services once they attain the age of 3; and

WHEREAS, we received an additional funds over the amount budgeted for BEP and Excess Cost and will use these additional funds to meet this need;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on March 11, 2019 approve and amend the 2018-2019 General Purpose School Fund budget in the following manner:

Revenue			
141.465110	**BEP**	**$76,033**	
141.471430	**Excess Cost**	**147,247**	
Expenditure			
141.71200.511600 (2)	**Teachers (EC)**		**$49,000**
141.71200.516300 (2)	**Teacher Asst**		**18,500**
141.71200.517100 (1)	**Speech Pathologist**		**24,500**
141.71200.529900	**Benefits (including Ins)**		**42,247**
141.71200.542979.389	**Materials and Supplies**		**22,200**
141.71200.572561.389	**Equipment**		**30,500**
141.72120.513100 1)	**OT**		**26,000**
141.72120.529900	**Benefits (Including Ins)**		**10,333**
		$223,280	**$223,280**

Commissioner R. BEAL

Committees Referred to & Action Taken

1. School Board — For 12 Against ____
2. Education — For ____ Against ____
3. Budget — For 5 Against 0

COMMISSION ACTION TAKEN: For ____ Against ____ ABS ____ Out ____

Elaine Anderson - County Clerk

Tommy Little - Commission Chairman

Date

Rogers Anderson - County Mayor

03.19.addl EC Classroom.docx

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK

Resolution No. 3-19-2
Requested by: Commissioner Beathard

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN AND THE FRANKLIN SPECIAL SCHOOL DISTRICT TO DISTRIBUTE A PORTION OF THE HALF OF THE ONE-HALF PERCENT SALES AND USE TAX INCREASE THAT IS NOT OTHERWISE ALLOCATED FOR SCHOOLS BASED ON THE STUDENT AVERAGE DAILY ATTENDANCE CALCULATIONS AND APPROPRIATING AND AMENDING THE 2018-19 COUNTY GENERAL OPERATIONS BUDGET BY $400,000 – REVENUES TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS

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

WHEREAS, effective April 1, 2018 the local sales and use tax rate in Williamson County was raised one-half percent (0.5%) 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 the City of Franklin ("City") entered into an interlocal 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 City of Franklin has maintained that it was the City's original intent and understanding by executing the interlocal that an amount equal to the ADA percentage of the amount received from the City's redistributed non-educational portion of the One-Half Percent (0.5%) sales and use tax increase would be distributed to FSSD; and

WHEREAS, the proposed interlocal agreement provides that the One-Half Percent (0.5%) sales and use tax increase that would be otherwise distributed to the City of Franklin be redistributed to FSSD based on the Average Daily Attendance calculations with the City of Franklin and Williamson County being equally responsible for one-half (1/2) the calculated amount:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of March, 2019, hereby authorizes the Williamson County Mayor to execute the interlocal agreement with the City of Franklin and the Franklin Special School District to stipulate that the City and County will each distribute to FSSD fifty percent (50%) of the One-Half Percent (0.5%) sales and use tax increase for the portion not otherwise allocated for schools based on the Average Daily Attendance calculations to be used for school capital debt and to grant the Mayor the authorization to sign all other documents needed to fulfill the intent of the parties.

AND BE IT FURTHER RESOLVED, that the 2018-19 County General Operations budget be amended as follows:

REVENUES:

Unappropriated County General Funds (101.00000.390000.00000.00.00.00)	$ 400,000

EXPENDITURES:

Contributions to other agencies (101.58500.531642.00000.00.00.00)	$ 400,000

Commissioner Brian Beathard

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee:	For 4	Against 0	
Education Committee:	For ____	Against ____	
Budget Committee:	For 1	Against 3	Abstain 1

Commission Action Taken: For____ Against____ Pass____ Out____

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN AND THE FRANKLIN SPECIAL SCHOOL DISTRICT TO REDISTRIBUTE A PORTION OF THE HALF OF THE ONE-HALF PERCENT SALES AND USE TAX INCREASE THAT IS NOT ALLOCATED FOR SCHOOLS

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Williamson County, Tennessee ("County") and the City of Franklin ("City"), and the Franklin Special School District ("FSSD") for the redistribution of a portion of the half of the one-half percent sales and use tax increase.

WHEREAS, Williamson County and the City determined that the influx of residential development within the jurisdiction of the City has resulted in the need for additional educational capital projects that will put a strain on the County's current revenue stream resulting in the County to consider raising property taxes on all real property owners in the County; and

WHEREAS, pursuant to Tennessee Code Annotated, Section 67-6-701, et. seq., the sales and use tax was raised by referendum from Two and One-Quarter Percent (2.25%) to Two and Three-Quarter Percent (2.75%); and

WHEREAS, Tennessee Code Annotated, Section 67-6-712 provides that a city, or town may without restriction contract with a county to provide for an alternative method of distribution of the One-Half Percent (0.5%) not allocated for school purposes; and

WHEREAS, the City and County executed an interlocal agreement to redistribute the non-educational portion of the sales and use tax ("Sales Tax Interlocal"); and

WHEREAS, the City of Franklin has informed the County that it was their original intent that an amount equal to the amount FSSD would receive based on the annual Average Daily Attendance ("ADA") percentage would be deducted from the City's portion prior to being redistributed to County; and

WHEREAS, the parties have agreed that one-half (½) of the amount based on the annual ADA in accordance with the City's intent would be paid by the City and the remaining one-half (½) would be paid by the County.

In consideration of the premises and the mutual covenants contained herein, the parties hereby agree to the following:

I. **Purpose of Agreement.** The purpose of this Agreement is to address the previous intent of the City that the ADA percent for FSSD would be deducted from the recent sales and use tax increase of One-Half Percent (0.5%) not allocated for school purposes prior to the amount being redistributed to the County. Each parties' chief administrative officer shall be authorized to act on behalf of their respective parties.

II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the Interlocal Cooperation Act, Tennessee Code Annotated, Sections 12-9-101, et seq., and the 1963 Local Option Revenue Act Tennessee Code Annotated, Section 67-6-712 and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as reasonably possible prior to the execution of this Agreement.

III. **Term:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall continue for the length of and shall terminate on the same day as the Sales Tax Interlocal terminates. The term of this Agreement shall not exceed the current term of the Sales Tax Interlocal. Should the legislative bodies of the City or the County or the governing body of FSSD fail to approve the terms of this Agreement, then this Agreement shall be void and of no effect and no party shall be bound by its terms.

IV. **Appropriation of Additional Funds to Franklin Special School District:** The additional appropriation of funds to FSSD for payment of educational debt service purposes shall be calculated on the 1) ADA percentage of FSSD on the number of students enrolled in public schools within Williamson County and 2) the sales and use tax increase redistributed to the County by the City of Franklin under the Sales Tax

Interlocal, as calculated by the County Trustee. The City shall distribute to FSSD an additional amount equal to one-half (½) of the ADA percentage of the One-Half Percent (0.5%) of the sales and use tax increase of the non-educational portion redistributed to the County under the Sales Tax Interlocal, as calculated by the County Trustee. The County shall distribute to FSSD an additional amount equal to the ADA percentage of the amount received from the City's redistributed non-educational portion of the One-Half Percent (0.5%) sales and use tax increase in accordance with the Sales Tax Interlocal as calculated by the County Trustee. Payments to FSSD shall be made in accordance with the biannual payment schedule as shown below. 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 and use tax revenue.

For the period of sales occurring July 1, 2018-January 31, 2019, the City and County will respectively make payments to FSSD on or before April 15, 2019 (FY 2019)

For the period of sales occurring February 1, 2019- April 30, 2019, the City and County will respectively make payments to FSSD on or before July 15, 2019 (accrued to FY 2019)

For the period of sales occurring May 1, 2019-October 31, 2019, the City and County will respectively make payments to FSSD on or before January 15, 2020 (FY 2020)

For the period of sales occurring November 1, 2019-April 30, 2020, the City and County will respectively make payments to FSSD on or before July 15, 2020 (accrued to FY 2020)

For the period of sales occurring May 1, 2020-October 31, 2020, the City and County will respectively make payments to FSSD on or before January 15, 2021 (FY 2021)

For the period of sales occurring November 1, 2020-March 31, 2021, the City and County will respectively make payments to FSSD on or before July 15, 2021 (accrued to FY 2021)

V. **Cost:** Each party shall be responsible for the costs of fulfilling their obligations under this Agreement.

VI. **Notices:**

Notices to the County shall be sent to:
Williamson County
County Mayor
1320 West Main Street, Suite 125
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

VII. **Modification of Agreement:** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

VIII. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

IX. **Binding**: This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

X. **Failure to Appropriate Funding**. In the event that one party fails to annually appropriate the funding to FSSD as stated in this Agreement, the other party shall not be liable for paying the funds due to FSSD. Legal recourse in such an occurrence is between only FSSD and the non-paying entity.

XI. **Severability**: The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

LAST ITEM ON PAGE
SIGNATURE PAGE FOLLOWS

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

CITY OF FRANKLIN:

_____
Dr. Ken Moore
Mayor

Attest:

_____
Eric S. Stuckey
City Administrator

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

WILLIAMSON COUNTY, TENNESSEE:

_____
Rogers Anderson
Mayor

Attest:

_____
Diane Giddens
Chief of Staff

Approved as to form by:

_____

Williamson County Attorney

FRANKLIN SPECIAL SCHOOL DISTRICT

Attest:

_____

Dr. David Snowden

_____

H:\Williamson County\Agreements\Interlocal Agreements\City of Franklin\Sales Tax\2019\2019.02.07 Interlocal FSSD Redistribution of SalesTax (2)-K#19-057.docx

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 3-19-3
Requested by: Health Department Director

RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 HEALTH DEPARTMENT BUDGET BY $ 2,519.85 – REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, the Williamson County Health Department was awarded grant funding in the amount of $4,213.77 for the first and second quarters of the 2018-2019 fiscal year; and

WHEREAS, the Williamson County Health Department is expected to receive quarterly installments depending on the availability of funds through fines collected from seatbelt and car seat violations during the 2018-2019 fiscal year; and

WHEREAS, the Williamson County Health Department has received the third quarter installment of $2,519.85 in fiscal year 2018-2019; and

WHEREAS, the funds will be used to provide child safety seats or other appropriate restraint devices to caregivers who meet financial criteria; and

WHEREAS, car seats and other appropriate restraint devices will ensure the safety of the child passenger and reduce the number of motor vehicle crash injuries and fatalities of unrestrained or improperly restrained children.

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

REVENUES:
Other State Revenues
(101.00000.469900.00000.00.00.00) $2,519.85

EXPENDITURES:
Contracts with Government Agencies
(101.55110.530906.00000.00.00.00) $2,519.85

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee:	For_____	Against_____	Pass_____	Out_____
Budget Committee:	For 5	Against 0	Pass_____	Out_____
Commission Action Taken:	For_____	Against_____	Pass_____	Out_____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, County Mayor

Date

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK

Resolution No. 3-19-4
Requested by: County Health Director

RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 HEALTH DEPARTMENT BUDGET BY $5,750.00 – REVENUES TO COME FROM DONATIONS

WHEREAS, the Williamson County Health Department is collaborating with the Williamson County Health Council for Walk Across Williamson, a program designed to encourage both children and adults to be active at least 60 minutes a day; and

WHEREAS, during the month of March, adults and children log the number of minutes of physical activity; and

WHEREAS, various companies make donations to cover program expenses and support a celebration event consisting of a 5-kilometer run and 1 mile fun run; and

WHEREAS, employees will expend funds for expenses for the program based on pledges received from local organizations; and

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

NOW, THEREFORE, BE IT RESOLVED, that the 2018-2019 Health Department budget be amended, as follows:

REVENUES:
Donations $ 5,750.00
101.00000.486106.00000.00.00.00

EXPENDITURES:
Other Contracted Services $ 5,750.00
101.55110.539900.00000.00.00.00

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee:	For_____	Against_____	Pass_____	Out_____
Budget Committee:	For__5__	Against__0__	Pass_____	Out_____
Commission Action Taken:	For_____	Against_____	Pass_____	Out_____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, County Mayor

Date

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK J W

RESOLUTION NO. 3-19-5
Requested by: Community Development Department

RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 COMMUNITY DEVELOPMENT DEPARTMENT BUDGET BY $6,400-REVENUES TO COME FROM UNAPPRPRIATED COUNTY GENERAL FUNDS

WHEREAS, the Williamson County Community Development Department has been tasked by the Williamson County Board of Commissioners to administer the Education Impact Fee; and

WHEREAS, such administration includes the processing of appeals of the assessment of the Education Impact Fee; and

WHEREAS, these appeals are considered by the Williamson County Board of Adjustments and Appeals; and

WHEREAS, members of the Williamson County Board of Adjustments and Appeals are compensated at a rate of $75.00 per person per meeting; and

WHEREAS, during Fiscal Year 2018-19, this Board has met a total of eighteen times (18) times, and has considered three hundred-seventy appeals (370);

WHEREAS, the cost of meetings to consider these appeals has been borne by the budget of Community Development Department; and

WHEREAS, it is anticipated that additional funds will be necessary to cover not only the expenses related to the Education Impact Fee, but core expenses associated with the Williamson County Regional Planning Commission and Williamson County Board of Zoning Appeals.

NOW, THEREFORE, BE IT RESOLVED, that the 2018-19 Community Development Department budget be amended as follows:

REVENUES:

Unappropriated County General Funds (101.00000.390000.00000.00.00.00)	$6,400

EXPENDITURES

Board and Committee Members Fees (101.51710.519100.00000.00.00.00)	$6,400

Steve Smith
County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:
Regional Planning Commission: For____ Against ___
Budget Committee For 5 Against 0
Commission Action Taken: For:_____Against:_____Pass:_____Out:_____

Elaine Anderson, County Clerk

Tommy Little-Commission Chairman

Rogers C. Anderson-County Mayor

Date

(Amend Com Dev-Board Fees)

Resolution No. 3-19-6
Requested by: Library Director

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

RESOLUTION APPROPRIATING AND AMENDING THE 2018-2019 LIBRARY BUDGET BY $ 38,491.32 - 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/Cities	101-00000-486102-00000-00-00-00	$ 16,055.00
Donations/Friends	101-00000-486103-00000-00-00-00	$ 2,000.00
Donations/Memorials	101-00000-486101-00000-00-00-00	$ 375.00
Library Fines	101-00000-433601-00000-26-00-00	$ 20,061.32
		$ 38,491.32
EXPENDITURES:		
Data Processing/Internet	101-56500-541101-00000-00-00-00	$ 20,000.00
Library Books/Media	101-56500-543201-00000-00-00-00	$ 18,291.32
Other Supplies & Materials	101-56500-549901-00000-00-00-00	$ 200.00
		$ 38,491.32

Paul L. Webb

Paul Webb - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For 7 Against 0
Budget Committee: For 5 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. 3-19-7
Requested by: Parks & Recreation Director

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

RESOLUTION APPROPRIATING AND AMENDING THE 2018-19
PARKS AND RECREATION CAPITAL IMPROVEMENT PLAN BY $188,498.00
REVENUES TO COME FROM PRIVILEGE TAX

WHEREAS, Williamson County has received a donation of 245 acres on Giles Hill Road from the Ogilvie Family to be used as a passive park; and,

WHEREAS, the property adjacent to the Peacock Hill Nature Park is available for purchase which includes five acres with a home; and,

WHEREAS, the parks and recreation department find it in the best interest to purchase said property to be utilized as the interpretative center for the Peacock Hill Nature Park; and,

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this 11th day of March, 2019, amends the 2018-19 Capital Projects budget as follows:

REVENUES:
Recreation Privilege Tax Funds
171.00000.351400.00000.00.00.00 $188,498.00

EXPENDITURES:
Land
171.91150.571500.00000.00.00.00.PR402 $188,498.00

Betsy Hester
County Commissioner

Judy R Harbert
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee:	For 7	Against 0
Parks & Recreation Committee:	For ____	Against ____
Budget Committee:	For 5	Against 0

Commission Action Taken: For____ Against____ Pass____ Out____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, County Mayor

Date

PROPOSED AMENDMENT TO RESOLUTION NO. 3-19-8:

Add the following paragraph:

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

REVENUES:	
Donations – Parks & Recreation	$250,000
171.00000.486104.00000.00.00.00	
EXPENDITURES:	
Land Purchase/Real Property	$250,000
171.91150.571500.00000.00.00.00.00C0041	

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 3-19-8
Requested by: Parks & Recreation

RESOLUTION ACCEPTING A CONDITIONAL DONATION OF $250,000 FROM MR. WALT OGILVIE TO ASSIST WITH PURCHASE OF PROPERTY LOCATED AT 6990 GILES HILL ROAD, COLLEGE GROVE, TENNESSEE

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 takes action to accept the conditional donation; and

WHEREAS, in 2018 the Ogilvie family generously donated 245.69 acres to Williamson County establishing the passive outdoor Peacock Hill Nature Park; and

WHEREAS, Mr. Walt Ogilvie has expressed his intent to generously donate $250,000 to assist Williamson County with the purchase of real property located at 6990 Giles Hill Road, College Grove, Tennessee ("Property") conditioned on the parcel being used as part of the Peacock Hill Nature Park and subject to the restrictions of a conservation easement; and

WHEREAS, the Property is approximately five acres of primarily open space and forest land and possesses natural characteristics that are ideal for purposes of passive outdoor recreation and education, and also contains a structure comprised of Two Thousand Five Hundred Ninety-Two (2,592) square feet; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the generous donation of $250,000 from Mr. Walt Ogilvie to assist with the purchase of real property located at 6990 Giles Hill Road, conditioned on the parcel being used as part of the Peacock Hill Nature Park and subject to the restrictions of a conservation easement:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 11th day of March, 2019, accepts the generous donation of $250,000 from Mr. Walt Ogilvie, to be used to assist with the purchase of property located at 6990 Giles Hill Road, College Grove, Tennessee, conditioned on the parcel being used as part of the Peacock Hill Nature Park and subject to the restrictions of a conservation easement as the parties may agree.

Betty Hester
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee	For ___	Against ___	Pass ___	Out ___	
Property Committee	For 7	Against 0	Pass ___	Out ___	
Budget Committee	For 5*	Against 0	Pass ___	Out ___	*As amended
Commission Action Taken:	For ___	Against ___	Pass ___	Out ___	

Elaine Anderson, County Clerk

Thomas Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

FILED 3/5/19
ENTERED 8:20 a.m.
ELAINE ANDERSON, COUNTY CLERK

LATE FILED Resolution No. 3-19-14
Requested by: Sheriff's Office

RESOLUTION APPROPRIATING AND AMENDING THE 2018-19 SHERIFF'S OFFICE – DETENTION BUDGET BY $410,000 FOR MEDICAL SERVICES & FOOD SUPPLIES - REVENUES TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS

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

WHEREAS, the year-to-date expenditures for inmate medical services and food supplies is currently exceeding budgeted projections and there are not sufficient funds within other line items in the Detention budget which can be utilized for this purpose; and,

WHEREAS, it is necessary to appropriate additional funding for this expenditure in an effort to avoid an anticipated deficit at the end of the fiscal year;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, meeting in regular session this 13th day of May, 2019 that the 2018-2019 Sheriff's Detention Office budget be amended, as follows:

REVENUES:	
Unappropriated County General Funds	$410,000
(101.00000.390000.00000.00.00.00)	
EXPENDITURES:	
Medical & Dental Services	$350,000
(101.54210.534000.00000.00.00.00)	
Food Supplies	$ 60,000
(101.54210.542200.00000.00.00.00)	
	$410,000

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0 Pass ____ Out ____

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

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

(AmendSheriff-Detention Needs)

FILED 3/5/19
ENTERED 8:20 a.m.
ELAINE ANDERSON, COUNTY CLERK

LATE FILED Resolution No. 3-19-15
Requested by: Solid Waste Director

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO SIGN A GRANT CONTRACT WITH THE STATE OF TENNESSEE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND AMENDING THE 2018-19 SOLID WASTE BUDGET BY $85,008 - REVENUES TO COME FROM STATE GRANT FUNDS AND UNAPPROPRIATED SOLID WASTE FUND BALANCE

WHEREAS, the Williamson County Solid Waste Department owns and operates a number of convenience centers located around the county; and,

WHEREAS, from time to time, there are patrons who are not satisfied with on-site staff as they carry out the rules and regulations for the operations of the centers; and

WHEREAS, the Williamson County Solid Waste Department received a grant from the Tennessee Department of Environment and Conservation to be utilized for the purchase of on-site video equipment; and

WHEREAS, the grant contract requires matching funds which can be obtained from the Solid Waste Fund balance; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute this grant contract;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of March, 2019, hereby authorizes the Williamson County Mayor to execute the grant contract and all other related documents with the Tennessee Department of Environment and Conservation;

AND BE IT FURTHER RESOLVED, that the 2018-19 Solid Waste Budget be amended, as follows:

REVENUES:	
State Grant Funds	$42,504
(116.00000.469800.00000.00.00.00.G0007)	
Solid Waste Fund Balance	$42,504
(116.00000.390000.00000.00.00.00)	$85,008
EXPENDITURES:	
Other Capital Outlay	
(116.55710.579900.00000.00.00.00.G0007)	$85,008

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0

Commission Action Taken For____ Against____ Pass____ Out____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Shared/resolutions/AuthContract-Solid Waste Cameras Grant)

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 3-19-9
Requested by: County Mayor's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE AN AGREEMENT TO PURCHASE AND LEASE PROPERTY LOCATED AT 6990 GILES HILL ROAD, COLLEGE GROVE, TENNESSEE

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, pursuant to Tennessee Code Annotated, § 5-7-116, a county may lease existing buildings owned by the county to any person, corporation, partnership, or association for such consideration and upon such terms as in the judgment of the County Commission are in the interests of the County; and

WHEREAS, Vincenzo Lorusso and Sabrina Carlisi ("Sellers") own a five (5.00) acre lot located at 6990 Giles Hill Road, College Grove, Tennessee and described as Map 173, Parcel 021.07 ("Parcel"); and

WHEREAS, the parties have negotiated a purchase agreement ("Purchase Agreement") with a sales price of $785,000.00 which is compatible to the value of property in the area; and

WHEREAS, to assist in the purchase of the property, Mr. Walt Ogilvie and his family have agreed to donate $250,000.00 conditioned on the parcel being used as part of the Peacock Hill Nature Park and subject to the restrictions of a conservation easement; and

WHEREAS, purchase of the Parcel would provide a welcoming facility for visitors to Peacock Hill Nature Park;

WHEREAS, as part of the purchase negotiations, Williamson County has agreed to lease the Parcel back to Vincenzo Lorusso and Amanda Lorusso to permit Mr. and Mrs. Lorusso time to locate similar property; and

WHEREAS, the lease agreement, which is attached to the Purchase Agreement ("Lease"), may not extend beyond one (1) year; and

WHEREAS, finding it to be in the interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the County Mayor to execute all documents required to purchase the parcel from Vincenzo Lorusso and Sabrina Carlisi and enter into the Lease with Vincenzo Lorusso and Amanda Lorusso:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 11th day of March, 2019, hereby authorizes the purchase of improved property located at 6990 Giles Hill Road, College Grove, Tennessee, and described as Map 173, Parcel 021.07, from Vincenzo Lorusso and Sabrina Carlisi and the Lease of the Parcel with Vincenzo Lorusso and Amanda Lorusso and authorizes the County Mayor to execute all documents needed to purchase the Parcel for a price not to exceed $785,000.00 and lease the Parcel to Vincenzo Lorusso and Amanda Lorusso.

Betsy Hester
County Commissioner

COMMITTEE REFERRED TO & ACTION TAKEN:

Property Committee	For 7	Against 0
Parks & Recreation Committee	For ____	Against ____
Budget Committee	For 5	Against 0
Commission Action Taken	For ____	Against ____ Pass ____ Out ____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

AuthPurchase-PeacockHillHouse

RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "**Lease**") is entered into as of this the _____ day of _____, 2019, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("**Landlord**"), and the **VINCENZO LORUSSO AND AMANDA LORUSSO** ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Williamson County, Tennessee, such real property having a street address of 6990 Giles Hill Road, College Grove, Tennessee, with a house containing Two Thousand Five Hundred Ninety-Two (2,592) square feet (hereinafter referred to as the "**Property**" or "**Premises**").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of up to three (3) months and twenty (20) days, with such term beginning on the ____ day of May 2019 and ending at 11:59 PM on August 31, 2019 (collectively the "**Term**"). Tenant may terminate this Lease by providing written notice to Landlord no less than five (5) days prior to the date Tenant vacates the Property.

2. RENT, TAXES AND INSURANCE.

(a) Rent. The total rent for the term hereof is the sum of One Thousand Five Hundred Twelve and 00/100 Dollars ($1,512.00) payable on the first (1st) day of each month of the Term. The first rent payment shall be paid upon the execution of this Lease and the second installment to be paid on July 1, 2019. All such payments shall be made to Landlord at Landlord's address as set forth in **Section 33** on or before the due date and without demand. Rent for any partial month shall be prorated based upon the number of days Tenant remains in possession of the Property

(b) Taxes and Insurance. Landlord shall be responsible for paying all real property taxes and assessments on the Premises, and for providing casualty and liability insurance on the Premises **with the Landlord listed as an additional insured as WILLIAMSON COUNTY, TENNESSEE Government.** Tenant shall be responsible for providing insurance on the personal property owned by Tenant, and Landlord shall not be responsible for loss of any such property owned by Tenant. Tenant shall provide Landlord with a certificate of insurance upon the execution of this Lease.

3. INTENTIONALLY DELETED

4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of the house, yard and out building, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall

comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

5. **CONDITION OF PREMISES**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

6. **ASSIGNMENT AND SUB-LETTING**. Tenant shall not assign this Lease or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease.

7. **ALTERATIONS AND IMPROVEMENTS**. Tenant shall make no alterations (including but not limited to installing permanent fencing around the Premises, repainting the interior or exterior of the buildings, and removing or replacing wall paper) to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease.

8. **INTENTIONALLY DELETED**

9. **HAZARDOUS MATERIALS**.

(a) General Prohibition. Tenant and its invitees, agents or contractors (collectively "**Tenant Agents**") did not during its prior lease of the Premises and shall not during the Term of this Lease cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in under or about the Premises, or the Property by Tenant or Tenant's Agents or any material or item that in the reasonable judgment of the Williamson County Property Manager might be dangerous to persons or property or otherwise incompatible with the structure, systems, and furnishings of the Premises; provided, however, in no event shall Tenant be liable for Hazardous Materials located in, on, about or adjacent to the Property and the Premises prior to the Lease Commencement Date, except to the extent that any condition or circumstance is a result of Tenant or Tenant Agents' actions, omissions, events, or circumstances or is resulting therefrom is exacerbated by Tenant or Tenant Agents. Tenant shall indemnify, defend and hold Landlord, Landlord's managing agent and all Mortgagees, including but not limited to those persons and entities holding such bonds, mortgages, deeds of trust and similar security instruments, harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including without limitation, attorneys', consultants', and experts' fees, court costs and amount paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant or Tenant's Agents.

(b) Notice. In the event that Hazardous Materials are discovered upon, in, or under the Property, and any governmental agency or entity having jurisdiction over the Property requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Property by Tenant or Tenant's Agents but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Property or any portion thereof without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to protect Landlord's interest with respect thereto. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on or under the Property or any portion thereof; (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any laws respecting Hazardous Materials; (iii) any claim made or threatened by any person against Tenant or the Property or any portion thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on under or about or removed from the Property or any portion thereof, including any complaints, notices, warnings, reports or asserted violations in connection

therewith. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, the Property or Tenant's use or occupancy thereof.

(c) **Landlord's Obligations**: In the event that Landlord receives written notice from a governmental agency of the presence of Hazardous Materials in or on the Premises or in or on any of the Property, which are utilized by Tenant in a quantity and of a nature that violates any applicable Laws and that were not introduced to the Property or Premises by or on behalf of Tenant or Tenant Agents, Landlord shall take such action, if any, as may be required to comply with such laws or governmental regulations; provided, however, that Landlord shall have the right to contest any such notice of violation, in which case Landlord's obligation to cure shall not arise until after the final adjudication of the validity of the violation notice.

(d) **Survival**. The respective rights and obligations of Landlord and Tenant under this **Section 9** shall survive the expiration or earlier termination of this Lease.

(e) **Hazardous Material.** As used in this Lease, **"Hazardous Materials"** means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any Laws, including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Hazardous substances, wastes or materials shall include those which are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC § 9601 *et seq*; the Resource Conservation and Recovery Act, as amended, 42 USC § 6901 *et seq*; the Toxic Substances Control Act, as amended, 15 USC § 2601 *et seq*; the Tennessee Hazardous Waste Management Act of 1983 at T.C.A. §§68-46-201 et seq., and as further set forth in any state or local laws and ordinances, and their corresponding regulations.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, including but not limited to electricity, water, sewer, cable television, telephone service and any added fee for use of a security light. All utilities shall be in Tenant's name.

11. **MAINTENANCE AND REPAIR; RULES**. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

(a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;

(b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

(c) Not obstruct or cover the windows or doors;

(d) Not leave windows or doors in an open position during any inclement weather;

(e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;

(f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

(g) Keep all air conditioning filters clean and free from dirt;

(h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings,

rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

(i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

(j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

(k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

(l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by a Homeowners' Association having control over the Premises; and

(m) Maintain the yard by mowing it during the Term as needed.

12. DAMAGE TO PREMISES.

(a) Total Damage. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date.

(b) Partial Damage. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Lease continue according to its terms.

(c) Damage by Tenant. Tenant agrees to pay Landlord, upon demand, for any and all loss or damages to the Premises caused by Tenant's misuse, waste or neglect, or that of any of Tenant's employees, family members, agents, visitors, guests, pets, or anyone else under the control of Tenant, including but not limited to any and all damage to exterior or interior walls, ceilings, floors, windows, lawn, heating or air conditioning apparatus, stove, oven, refrigerator, water heater, disposal, electric lights, shrubs, and any and all other fixtures or appliances on the Premises. Tenant shall promptly notify Landlord of any accident to or defect in the water pipes, gas pipes, electric light wires, heating or air conditioning systems, fixtures, or appliances. It is agreed that Landlord shall not be liable in damages for any temporary breakdown of said facilities or discontinuance of services provided by said facilities. Landlord may deduct any amounts due from Tenant under this paragraph from the security deposit. Tenant agrees to take all reasonable steps to protect plumbing during freezing weather.

13. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Lease or to any restrictions, rules or regulations affecting the Premises.

14. SUBORDINATION OF LEASE. This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

15. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises after the natural expiration of this Lease, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that Tenant shall pay Rent in the amount of two hundred percent (200%) of the Rent in effect at the time of the termination or expiration and otherwise on the terms and conditions herein specified, so far as applicable.

16. SURRENDER OF PREMISES. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear thereof and damages by the elements excepted.

17. ANIMALS. Tenant shall be entitled to keep no more than fifteen (15) animals consisting of three (3) dogs, two (2) cats, one (1) pig, three (3) peacocks and six (6) Chickens.

18. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

20. PERSONAL PROPERTY. Tenant shall bear the risk of loss of all personal property on the premises, and Landlord shall not be liable for any damage to personal property of Tenant or theft thereof. Landlord shall not be liable for any damage to the property of Tenant or occupant of Premises, lack of repair of the premises, or any accident occurring in or about the premises. Landlord does not have insurance coverage on any of Tenant's property. The safety and security of storage facilities, if any are provided, is not the responsibility of Landlord, and Tenant is advised that all property placed in storage during the term of this Lease or thereafter, is at Tenant's own risk, the execution of this Lease evidencing that Tenant has been so notified.

21. DEFAULT. As authorized under the state of Tennessee's Uniform Residential Landlord and Tenant Act, if Landlord determines that Tenant is in default of this Lease, Landlord shall provide Tenant with the appropriate written notice as specified below, and Tenant shall have a limited number of days to remedy the default unless otherwise excepted.

(a) For any noncompliance due to the failure to pay rent when due, Landlord may immediately terminate Tenant's right to use and to occupy the Premises, and Landlord shall provide Tenant with at least one (1) day written Notice to Vacate. Tenant shall vacate the Premises within the timeframe provided in the Notice to Vacate. As authorized under the Uniform Residential Landlord and Tenant Act § 66-28-505(b), Tenant specifically waives Tenant's right to Notice of Nonpayment of Rent by Landlord.

(b) For any noncompliance due to Tenant's or Tenant's invitees willfully or intentionally committing a violent act or behaving in a manner that constitutes or threatens to be a real and present danger to the health, safety or welfare of the life or property of other tenants or persons on the premises, Landlord may terminate Tenant's right to use and to occupy the Premises by providing Tenant with at least three (3) days written Notice to Vacate. Tenant shall vacate the Premises within the timeframe provided in the Notice to Vacate.

(c) For any noncompliance due to a subsequent or continuing default within six (6) months of a prior written warning by Landlord of a similar violation, Landlord may deliver to Tenant a written Notice to Vacate specifying the default and Landlord's intent to terminate this Lease. In such event, Landlord may terminate this Lease, and Tenant shall have fourteen (14) days from the date that the notice is delivered to vacate the Premises.

(d) For any noncompliance by Tenant that is not willful or intentional, but that otherwise materially affects health and safety, Landlord may deliver a written Notice of Noncompliance to Tenant specifying the acts and omissions constituting the breach and that this Lease will terminate upon a date not less than thirty (30) days after

receipt of the notice if the breach is not remedied in that timeframe. If Tenant fails to remedy the default within the required timeframe, Landlord may immediately terminate this Lease, and Tenant shall immediately vacate the Premises.

(e) For any material noncompliance by Tenant with this Lease (including but not limited to material falsification of the information provided on the rental application, such as untrue or misleading information about the number of occupants in the dwelling unit, pets, income of prospective tenant, social security number, and current employment listed on the application or lease agreement), Landlord shall provide Tenant with a written Notice of Noncompliance specifying the acts and omissions constituting the breach and specifying that this Lease will terminate upon a date not less than thirty (30) days after delivery of the notice if the breach is not remedied in that timeframe. If Tenant fails to remedy the default within the required timeframe, Landlord may immediately terminate this Lease, and Tenant shall immediately vacate the Premises.

(f) Any notice required under this Paragraph shall specifically detail the violation which has been committed and shall be effective only from the date of receipt of the notice by Tenant.

(g) Upon termination of this Lease for any reason, Tenant shall return the keys and all opening devices to Landlord. In addition, all unpaid rents payable during the remainder of this Lease or any renewal period shall be accelerated without notice or demand.

(h) Upon termination of this Lease for any reason, Tenant shall remain fully liable to the Landlord for (i) any lost rent and any other financial obligation imposed by this Lease; (ii) Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises; (iii) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (iv) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (v) all of Landlord's costs associated with collecting amounts due under this Lease, including but not limited to debt collection fees, late charges, and returned check charges; (vi) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability.

22. LATE CHARGE. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount that is equal to five (5%) percent of the late Rent amount. If the last day of the five-day period occurs on a Saturday, Sunday or legal holiday, Landlord shall not impose any charge or fee for the late payment of rent, provided that the rent is paid on the next business day. Any charge or fee, however described, which is charged by Landlord for the late payment of rent shall not exceed ten percent (10%) of the amount of rent past due.

23. ABANDONMENT. If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

24. ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

25. RECORDING OF LEASE. Tenant shall not record this Lease on the Public Records of any public office. In the event that Tenant shall record this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

26. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through and under the laws of the State of Tennessee.

27. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

28. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

29. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.

30. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

31. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Lease shall affect Tenant's duties and liabilities hereunder.

32. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

33. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to SELLERS:
Vincenzo & Amanda Lorusso
_____
_____
Telephone: _____
Email: _____

If to :
WILLIAMSON COUNTY, TENNESSEE
Attn: County Mayor
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, Tennessee 37064
Telephone: 615-790-5700
Email: rogers.anderson@williamson-tn.org

With a copy to:
BUERGER, MOSELEY & CARSON, PLC
Attn: Mr. Kenneth J. Young
306 Public Square
Franklin, TN 37064
Telephone: 615-794-8850
Email: kyoung@buergerlaw.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

34. NOTICE TO LANDLORD OF ACCIDENT OR DEFECT. Tenant shall promptly notify Landlord in writing of any accident to or defect in the plumbing system, gas pipes, electric light wires or fixtures or heating or air conditioning apparatus, in order that Landlord may make the necessary repairs, and Landlord shall not be liable for damages due to the temporary breakdown or discontinuance of same, or any other similar conditions which now or hereafter may exist upon the premises. It is understood that Tenant shall pay for all utility services to the premises.

35. LIEN. Landlord shall have a lien on Tenant's personal property and household goods to secure the performance of Tenant 's obligations, and Tenant hereby grants to Landlord a security interest therein and agrees to execute such documents necessary to perfect said security interest.

36. LEAD-BASED PAINT DISCLOSURE. HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LANDLORDS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN THE DWELLING. LEASES MUST ALSO RECEIVED A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

Landlord states as follows: [Landlord check one]

_____ The Premises was constructed in 1978 or later.

_____ The Premises was constructed prior to 1978.

Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenant and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet "Protect Your Family from Lead in Your Home."

ADDITIONAL PROVISIONS; DISCLOSURES.

_____

_____

LANDLORD:	**TENANT:**
WILLIAMSON COUNTY, TENNESSEE	
By: _____	_____
Rogers Anderson, Williamson County Mayor	Vincenzo Lorusso
By: _____	_____
Wayne Franklin, Risk Manager	Amanda Lorusso
By: _____	
Kevin Benson, Property Manager	
By: _____	
Williamson County Attorney for Form	

REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS CONTRACT FOR PURCHASE OF REAL ESTATE (the **"Contract"**) is made on this the ___ day of _____, 2019, the date this Contract is fully executed by both Parties (the **"Effective Date"**), by and between **VINCENZO LORUSSO AND SABRINA CARLISI** (**"Sellers"**) and **WILLIAMSON COUNTY,** a governmental and public corporation created and existing under and by virtue of the Constitution and laws of the State of Tennessee (**"Buyer"** or **"County"**), (Collectively, the Sellers and Buyer are the **"Parties"** and individually the **"Party"**)hereby agree that the parties shall be bound by the following terms and conditions concerning the purchase of the real property as described herein:

RECITALS

WHEREAS, Sellers are the owner of certain real property in College Grove, Tennessee; and

WHEREAS, Sellers desire to sell and Buyer wishes to purchase the Property, as defined in **Section 1** below, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten and No/100 Dollars ($10.00) in hand paid and in consideration of the mutual promises of the parties as set forth herein, Sellers does hereby agree to sell to Buyer and Buyer agrees to purchase from Sellers in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

WITNESSETH:

THIS CONTRACT IS SUBJECT TO AND CONDITIONED UPON APPROVAL OF THE 1) PURCHASE AND FUNDING BY THE WILLIAMSON COUNTY BOARD OF COMMISSIONER AND 2) BUYER RECEIVING TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($250,000.00) FROM WALT OGILVIE NO LATER THAN MAY 8, 2019. IF THESE CONDITIONS ARE NOT COMPLETED, THEN BUYER MAY TERMINATE THIS CONTRACT AND THIS CONTRACT SHALL BE NULL AND VOID UPON THE TERMINATION, AND EACH OF THE PARTIES SHALL BE RELEASED FROM ANY LIABILITY TO THE OTHER RELATED TO THIS CONTRACT.

1. PROPERTY - Sellers agree to sell and convey to Buyer, and Buyer agrees to purchase from Sellers, at the consideration of the Purchase Price and upon the terms and conditions hereof, the following described real and personal property (collectively **Sections 1.1-1.5** are herein referred to as the **"Property"**):

1.1. Real Property That certain tract or parcel of real estate in Williamson County, Tennessee, described in **Schedule 1.1** which is attached hereto and incorporated herein by reference, the same being generally described as 6990 Giles Hill Road, College Grove, Tennessee, and being certain property identified on **Tax Map 173 Control Map 173 Parcel 021.07 SI 000**, in the records of the Williamson County Property Assessors Office, and consists of an approximate five (5.0) acres tract together with all improvements located thereon, including, without limitation, surrounding grounds, driveways, parking areas, and related facilities, and including all appurtenances, rights, privileges, easements, and advantages thereto belonging, as more particularly described on **Schedule 1.1** and **Schedule 3.1** (collectively, the **"Real Property"**).

1.2. **Personal Property**. All equipment, furniture, fixtures, signs, and articles of personal property owned by Sellers now or hereafter attached to or used in connection with the operation and maintenance of the Real Property, including without limitation those items set forth in **Schedule 1.2** attached hereto and incorporated herein by reference and all manufacturers' and vendors' warranties relating thereto (the "**Personal Property**").

1.3. **Plans**. All building and site plans, construction specifications, prior surveys, permits, licenses and similar items pertaining to the Real Property to the extent such information is either in the possession or control of Sellers.

1.4. **Service Contracts**. All service contracts, utility contracts, maintenance contracts, management contracts, or other agreements related to the Real Property assumed by Buyer at Closing as set forth in **See Schedule 1.4**.

1.5. **Improvements.** Improvements includes those certain roads, access ways, drainage facilities, infrastructure and other Improvements of every kind and nature presently situated on, in or under or hereafter erected, installed or used in, on or about the Property, except those trade fixtures of Sellers set forth in **Schedule 1.5**.

2. **CONSIDERATION AND PAYMENT**- Subject to the terms, conditions, and provisions herein, Buyer agrees to pay, and Sellers agree to accept as full consideration for the conveyance of the Property the sum of **SEVEN HUNDRED EIGHTY-FIVE THOUSAND and 00/100 Dollars ($785,000.00)** (the "**Purchase Price**"), payable at Closing.

3. **SURVEY AND TITLE APPROVAL**

3.1. **Survey**. Buyer, at Buyer's sole cost and expense, may order an updated survey of the Land which complies with the minimum standard detail requirements for ALTA/NSPS land title surveys promulgated by ALTA/NSPS Effective February 23rd, 2016, and which contain the following Table A Options: 1-4, 6(a), 6(b), 9, 11(b), 14, and 17 – 20 (the "**Updated Survey**"). Buyer will work with the surveyor to have the Survey delivered to Buyer and Sellers within thirty (30) days after the Effective Date. The Updated Survey must be dated subsequent to the Effective Date and must be sufficient to permit the Title Company to modify the standard printed exception in the Title Policy pertaining to discrepancies, conflicts, shortages in area or boundary lines, encroachments, overlapping of Improvements or similar matters (the "**Survey Exception**"). Without limiting the foregoing, the Updated Survey must indicate (i) the location of all Improvements, all existing roadways traversing, adjoining or bounding the Land, all building and setback lines, all ponds, creeks, rivers, canals, ditches, and streams, and all easements, rights-of-way, and encroachments, (ii) the number of gross square feet and "net square feet" (as defined above) of area within the Land, (iii) all topographical information customarily reflected by a topographical survey, (iv) the location and size of all gas, electric, water, sewer and telephone utilities now or in the future servicing the Property, including information regarding such utilities' proximity to the Land, if such utilities are not currently located on the Land, (v) the perimeter boundaries of the Land, and (vi) that the corners of the Land have been monumented properly. All recorded matters shown on the Updated Survey must be legibly identified by appropriate volume and page recording references. After review and modification in accordance with **Section 3.4** hereof, and so long as the Updated Survey is certified in all respects to Sellers, the legal description contained in the Updated Survey will replace **Schedule 1.1** of this Contract and will become a part of this Contract identified as **Schedule 3.1**, and such Updated Survey legal description shall be insurable by the Title Company.

3.2. **Title Commitment**. Within two (2) days of the Effective Date, Buyer, at Buyer's sole cost and expense, shall order a Title Commitment from **WILLIAMSON COUNTY ESCROW AND TITLE COMPANY** (the "**Title Company**"), for a title insurance binder in the amount of the Purchase Price which shall constitute the commitment of such company to insure the title to the Real Property in the name of Buyer

with an ALTA owner's title insurance policy. Buyer will work with the Title Company to have the Title Commitment delivered to Buyer within fifteen (15) days of Buyer's order. The ALTA Standard Exceptions shall be removed as follows:

a. Upon being supplied with a survey and surveyor's certificate as described in **Section 3.1** hereof, the title company shall

i. omit entirely the Standard Exception for unrecorded easements; and

ii. omit entirely the Standard Exception for matters which would be disclosed by a survey.

b. Upon being supplied with a mechanics' and materialmen's lien affidavit or other sufficient documentation, the title company shall omit the Standard Exception for liens for services, labor, or materials. Sellers agree to execute such lien affidavit or other documentation sufficient to remove such Standard Exception.

3.3. UCC Search. Within two (2) days of the Effective Date, Purchaser shall order, at Sellers' expense, a report of any liens on the personal property being conveyed to Purchaser (the **"UCC Search"**).

3.4. Review of Title.

a. Buyers Review and Objections. Buyer shall have until the last day of the Inspection Period to review the title insurance binder, copies of all documents referenced in title exceptions disclosed therein, the Updated Survey, and the UCC Search (the **"Title Review Period"**). If any title defects or other matters objectionable to Buyer are disclosed by any of the items listed in the previous sentence, Buyer shall give Sellers written notice of such objections prior to the expiration of the Inspection Period (the **"Objection Notice"**).

b. Sellers Cure of Objections.

i. As to items to which Buyer makes objection, Sellers shall, within five (5) days after receipt of Buyer's Objection Notice (the **"Response Period"**), advise Buyer in writing (**"Sellers' Response"**) as to any such title defects or other objections that Sellers agree to use reasonable efforts to effectuate the cure of such objections.

ii. Upon Buyer's receipt of Sellers' Response where Sellers has elected therein not to cure all defects or objections identified in the Objection Notice (or upon the failure of Sellers to give Sellers' Response within the Response Period), Buyer may, at its option, and as its sole remedy, notwithstanding anything herein contained to the contrary, within five (5) days after the expiration of the Response Period, either (i) terminate this Agreement by giving Sellers written notice of such termination, or (ii) waive such title defects and other objections and proceed to Settlement with no reduction in the Purchase Price.

iii. If Sellers are unable despite its reasonable efforts to cure any of Buyer's objections which it has agreed to attempt to cure at least two (2) days prior to Closing, Buyer will have the right to either (i) terminate this Agreement, in which event neither Sellers nor Buyer will have any further obligations hereunder, or (ii) waive such title matters and proceed to Closing, in which case the waived title matters will be considered Permitted Exceptions.

iv. If any title matters arise after the expiration of the Title Review Period but prior to the end of the scheduled Closing Date, then Buyer will have the right to make objections to such items and the process described in this **Section 3.4** will be repeated (and, if required, the Closing Date will be extended accordingly).

3.5. **Title at Closing**. At Closing, such title insurance binder, as approved by Buyer, shall be modified to remove the ALTA Standard Exceptions and any other matters to which Buyer has objected, to show title to the Property vested in Buyer, and to update the effective date of such title insurance binder to the Closing Date.

3.6. **Title Exceptions** Unless otherwise provided for under Tennessee law, the property shall be conveyed subject to the following title exceptions:

a. all current zoning regulations, restrictions, prohibitions and any other requirement imposed by the City of College Grove, Williamson County or any state or federal law;

b. Current real estate taxes not yet due and payable; and

c. all restrictions and matters appearing on the plat or other document of public record, public utility and easements of record that are of record as of the date of this Contract. Sellers hereby agrees not to execute or record any new easements or other matters that encumber the property on or after the Effective Date; and

4. INSPECTION PERIOD

4.1. **Inspection**. Buyer shall have the right to inspect and approve all aspects of the Property, including without limitation the physical condition thereof for a period of forty (40) days, commencing on the fifth (5) business day after the Effective Date (**"Inspection Period Commencement Date"**) and ending on the date that is forty (40) days from the date of the Inspection Period Commencement Date (the **"Inspection Period"**). If for any reason whatsoever Buyer is not completely satisfied with all aspects of the Property, Buyer shall have the right to terminate this Contract, at Buyer's sole and absolute discretion, by notice to Sellers prior to the expiration of the Inspection Period. In such an event each of the parties shall be released from further liability to the other.

4.2. **Reinspection**. Buyer shall have the right to reinspect the Property immediately prior to Closing. If, in Buyer's judgment, an adverse change in the condition of the Property has occurred, or if any lease for any of the Property has been made after the date of this Contract without Buyer's approval, then, at Buyer's option, Buyer may terminate this Contract, in which case each of the parties shall be released from further liability to the other.

5. CLOSING DATE AND LOCATION

5.1. **Closing Date**. The Closing shall be held on a date that is between May 10, 2019 and May 31, 2019 or at such other date as shall be mutually agreeable to Buyer and Sellers (the **"Closing"** or **"Closing Date"**).

5.2. **Closing Location**. The Closing shall be held via electronic closing, or in person at the offices of the Title Company in Franklin, Tennessee, or at such other location as is mutually satisfactory to Buyer and Sellers.

5.3. **Documents**. At Closing, the Purchase Price, all documents herein contemplated for the conveyance of the Property, and the payment of the Purchase Price, and all other necessary documents and instruments shall be executed and/or delivered, and Sellers shall deliver, transfer or release to Buyer all of the Property, including without limitation original contracts and agreements, original permits and licenses, all plans and specifications for the Property, and all records and supplies for the Property, and all records and supplies for the Property.

5.4. **Possession**. Possession of the Property shall be transferred to Buyer at Closing.

5.5. Lease Back. At Closing, and immediately after the Purchaser receives a deed to the Real Property from the Seller, the Purchaser, as Owner, shall enter into a lease of the Real Property with the Seller as Tenant, which lease shall be in the form and substance of that attached hereto as **Schedule 5.5** (the "**Lease**").

6. CLOSING COSTS- All closing costs shall be paid as follows:

6.1. Sellers' Costs. Sellers shall be responsible for the costs and expenses of

a. All existing loans and/or liens affecting the Property;
b. The cost of recording any title curative documents, including without limitation, satisfactions of Sellers deeds to secure debt, quitclaim deeds and financing statement termination;
c. Fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property;
d. All deed recording fees; and
e. The fees of Sellers' counsel.

6.2. Buyer's Costs. Buyer shall be responsible for the costs of

a. Cost of Buyer 's counsel and consultants;
b. Any costs in connection with Buyer's inspection of the Property and repairing any damage caused by Buyer or its employees contractors or agents conducting any inspections of the Property,
c. Any costs associated with obtaining financing for the acquisition of the Property;
d. The cost of recording Buyer's loan documents;
e. All transfer taxes;
f. Survey;
g. Title examination; and
h. Premium for Standard Owner's Title Insurance Policy.

7. ADJUSTMENTS

7.1. Adjustments at Closing. At Closing, adjustments between the parties shall be made as of the Closing Date as set forth below:

a. Taxes and Assessments. Real and personal property ad valorem taxes upon the Property assessed for the year in which Closing occurs (regardless of when due and payable) shall be prorated as of the Closing Date. Any back taxes assessed for any year prior to the year in which Closing occurs shall be paid in full by Sellers at Closing, including all delinquent and/or interest and penalty charges. Special assessments levied or pending shall be the responsibility of Sellers, which responsibility shall survive Closing and shall not be merged into the deed.

b. Other Expenses. All other expenses of owning the Property shall be prorated as of the Closing Date, those paid or accruing prior to the Closing Date being Sellers' responsibility and those accruing on and after the Closing Date being Buyer's responsibility.

8. CASUALTY

8.1. Minor. In the event of a fire or other casualty prior to Closing which causes damage to all or any part of the Property in an amount equal to or less than One Hundred Thousand and No/100 Dollars ($100,000.00), Sellers shall cause the Property to be fully repaired and restored to its condition immediately prior to the occurrence of such fire or other casualty and the Closing shall proceed in accordance with this Contract, except

that, at the option of Buyer, the Closing may be delayed until the substantial completion of such repairs and restoration.

8.2. **Major**. In the event of a fire or other casualty prior to the Closing which causes damage to all or any part of the Property in an amount in excess of One Hundred Thousand and No/100 Dollars ($100,000.00), each party shall have the right to cancel and terminate this Contract by notice to the other in writing within ten (10) days of receiving notice of such damage. In the event of such an election by either party, this Contract shall be and become null and void, and each of the parties shall be released from further liability to the other. However, and notwithstanding the above, in the event Sellers chooses to terminate the Contract, Buyer shall have the additional right to require Sellers to assign its rights to Buyer to any available insurance coverage and proceeds and to close under the terms and provisions of this Contract, with Buyer receiving a credit at Closing for any deductible amounts provided for by Sellers' insurance contract.

8.3. **Insurance; Risk of Loss**. Sellers represents to Buyer that Sellers presently carries fire and extended coverage insurance upon the Property in a sum not less than the replacement cost thereof, and Sellers agree to maintain insurance coverage in such amount through the Closing. Sellers shall bear the risk of loss or damage to the Property until transfer of title to the Property to Buyer.

9. CONDEMNATION

9.1. If all or any part of the Real Property is subject to a pending or threatened condemnation or similar proceeding or is otherwise taken through any power of eminent domain prior to Closing, Buyer may elect to:

a. Terminate this Contract in which case each of the parties shall be released from further liability to the other, or

b. Purchase the Real Property under the terms of this Contract, in which event Sellers shall, as applicable (i) assign to Buyer all of Sellers' interest in and to any condemnation award, or (ii) allow Buyer to assume the defense of any pending or threatened condemnation or similar proceeding, and cooperate with Buyer in the conduct of such defense, including, without limitation, delivering to Buyer all correspondence, pleadings, evidence, data, and other documentation received, assembled, or prepared by or for Sellers in connection with such proceeding. Further, Sellers shall execute any documentation required to substitute Buyer for Sellers as the party in interest in such proceeding.

9.2. Buyer's election under the preceding **Section 9.1** shall be made in writing to Sellers at any time within ten (10) days of Buyer's receipt of Sellers' written notice of such taking or pending or threatened condemnation or similar proceeding.

10. CONVEYANCES - At Closing, Sellers shall convey, assign and transfer to Buyer, by such instruments and assignments as may be acceptable to Buyer, the following:

10.1. **Deed**. Good and marketable fee simple title to the Real Property, without exceptions except as expressly provided herein, by a good and valid General Warranty Deed

10.2. **Bill of Sale**. Good and valid title to the tangible Personal Property by a Bill of Sale.

10.3. **Other Documents**. Sellers shall execute and deliver such other documents and instruments of assignment and transfer as Buyer or Title Company may reasonably require.

11. CONDITIONS- Unless otherwise waived by Buyer in writing, the duties and obligations of Buyer under the terms and provisions of this Contract are and shall be expressly subject to the following conditions precedent, each of which shall be deemed material to this Contract:

11.1. Contracts. Buyer's review and approval, within the Inspection Period, of all the following: service contracts, utility contracts, maintenance contracts, management contracts, presently effective warranties or guaranties received by Sellers from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alterations of the Improvements, reports of insurance carriers insuring the Property and each portion thereof respecting the claims history of the Property, if any, environmental reports, soil reports, insurance policies, and other contracts or documents of significance to the Property (collectively, the **"Service Contracts"**), and such other information relating to the Property that is specifically requested by Buyer of Sellers in writing during the Inspection Period (collectively, the **"Other Documents"**).

11.2. Governmental Permits and Approvals. Buyer's review and approval of all governmental permits and approvals relating to the construction, operation, use or occupancy of the Property, and all zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting or regulating or otherwise affecting the use, occupancy or enjoyment of the Property.

11.3. Resolutions and Consents. INTENTIONALLY DELETED.

11.4. Access. Buyer, and Buyer's agents, employees, and representatives may inspect the interior and the exterior and shall have full and unrestricted access to the Property from the Effective Date through Closing by providing Sellers notice of inspection no less than twenty-four (24) hours prior to inspection, except for any inspection by the Buyer within twenty-four (24) hours of the Closing and in such case, Buyer may inspect the Property by notifying Sellers.

11.5. Notice of Completion. If any improvements or construction has been completed on the Real Property within the past twelve (12) months, Sellers shall cause a valid Notice of Completion to be recorded no less than eleven (11) days prior to Closing, and the notice party thereon shall deliver at Closing an affidavit stating that it has received no notice of any claims.

11.6. Pest Inspection. Buyer's obtaining, at any time prior to the Closing Date, a certificate from a licensed structural pest control operator or termite exterminating company dated within thirty (30) days of Closing stating that the Property is free from infestation by wood-destroying pests and organisms, subterranean termites, Formosan termites, fungi, dry-rot and other forms of infestation common to the area where the Real Property is located, and any damage therefrom. In the event such certificate indicates that curative repair work or treatment is required, Sellers shall be responsible for the cost of the same. If such repair work or treatment is not completed by Sellers prior to the Closing Date, then, at Buyer's option (i) Buyer shall receive a credit at Closing in an amount equal to the sum necessary to pay for such repair work or treatment, including without limitation loss of rents and supervisory and administrative time of Buyer, directly related to the performance of such work following Closing, or (ii) Buyer may terminate this Contract, in which event each of the parties shall be released from further liability to the other

11.7. Failure of Condition. In the event of the failure of any of the conditions set forth in this **Section 11**, which condition is not waived by Buyer, this Contract shall be null and void, and each of the parties shall be released from further liability to the other.

11.8. County Commission Funding If the Williamson County Commission does not provide funding for the purchase of the Property, then this Contract shall become null and void.

12. COVENANTS - Sellers covenants and agrees that:

12.1. Schedules. Sellers shall complete all schedules and exhibits hereto, except for **Schedule 3.1**, and furnish all information required herein, including without limitation attachment hereto of copies of all documents evidencing and securing any Existing Indebtedness, and shall deliver same to Buyer within five (5) business days of the Effective Date.

12.2. Deliveries. Sellers shall deliver to Buyer true and complete copies of the following documents:

a. Service Contracts (deliver to Buyer within five (5) business days of the Effective Date) or Other Agreements (deliver to Buyer within five (5) days of a written request by Buyer as set forth in **Section 11.1** herein) related to the Property and covering a two (2) year period prior to the Effective Date, and

b. notices of violation from governmental authorities (deliver to Buyer within five (5) business days of the Effective Date) covering the three (3) year-period prior to the Effective Date.

12.3. Operation and Maintenance. Sellers shall provide normal routine maintenance of the Property in accordance with good business practices.

12.4. Good Standing. At or prior to the Closing, Sellers shall deliver to Title Company such certificates of authority and/or good standing from the Tennessee Secretary of State.

12.5. Mechanic's Lien – Owner's Affidavit At the Closing, Sellers will furnish to Buyer and Title Company an affidavit attesting that no work has been performed on the Property for which a mechanic's lien could attach. If any work was performed on the Property for which a lien has or may attach, Sellers understands that Tennessee Law forbids liens being placed on government property and therefore, Sellers shall obtain and deliver to Buyer and Title Company appropriate lien waivers and releases executed by all contractors, subcontractors and suppliers in addition to the Sellers' affidavit.

12.6. Occupancy Sellers represents that at the time of closing there will be no parties in occupancy of the Real Property other than Sellers and there will not be any leases between Sellers and any other party on the Real Property. Sellers agree to deliver occupancy of Real Property at time of closing unless otherwise specified herein.

12.7. Encumbrance. Sellers hereby agrees not to execute or record any new easements or other matters that encumber the property on or after the Effective Date

13. REPRESENTATIONS AND WARRANTIES

13.1. Title; Authority; No Default. Sellers are the true and lawful owner of the Property and has full power and authority to enter into this Contract and to convey the Property. If Sellers are a corporation, limited liability company, or limited partnership, Sellers are duly organized and in good standing under the laws of the State of Tennessee. The person signing this Contract has the power and authority to bind the Sellers to the terms and provisions of this Contract. Sellers' execution of this Contract and performance hereunder is not in conflict with or a breach or default under any other agreement to which Sellers are bound.

13.2. Condition of Property. Each part and element of the Property is in good and useable condition in all material respects and is suited for the purposes for which it is now used. The Real Property is adequately serviced by public utilities, including without limitation electricity, gas, and telephone, is connected to and adequately serviced by public sewer and water lines, and, to the best of Sellers' knowledge, is in good operating condition and has no material structural or mechanical defects. If Sellers or any related party or entity was

directly involved in the construction of the improvements on the Real Property, Sellers represents that such improvements have been built substantially in accordance with the plans and specifications described in **Section 1.5**. The improvements on the Real Property contain +/- 2,592 square feet, and to the best of Sellers' knowledge, are in compliance with building codes and zoning and other development regulations, particularly with respect to parking.

13.3. **Governmental Authority and Compliance**. Sellers has not received any notice that the Property is not in compliance with any federal, state or local statute, ordinance, rule, regulation, requirement or code, including without limitation building, fire, health, environmental and safety codes, relating and/or applicable to the ownership, use, and operation of the Property. All certificates of occupancy for the Property have been issued without condition or qualification, and all other permits, licenses and certificates required for the operation and use of the Property have been issued and are in full force and effect. During the Inspection Period, Sellers shall deliver to Buyer copies of such permits, licenses and certificates related to the building.

13.4. **No Dispute**. With respect to the operation, use, and ownership of the Property, there is no existing or, to the best of Sellers' knowledge, threatened default or dispute under the terms of any agreement or contract which may materially and adversely affect the Property or its value. Such agreements and contracts include, but are not limited to, any Existing Indebtedness and related agreements, any tenant lease or rental arrangement, any service, utility, employment or maintenance agreement, and any covenants, restrictions or easements affecting the Property and benefitting other property.

13.5. **Leases**. Sellers does not currently have any leases with a third party ("**Lessees**") within the Property.

13.6. **No Liens**. There are no encumbrances, liens, or charges of any kind upon the Property which will not be satisfied and discharged in full by Sellers and released, at or before the Closing.

13.7. **Contracts and Agreements**. There are no contracts, agreements, or arrangements relating to the use and operation of the Property that would bind Buyer or are otherwise not terminable at or before Closing, or any sales contracts or options to purchase the Property in favor of any third parties, not otherwise disclosed herein. After the date of this Contract, Sellers shall not enter into any additional contracts or agreements affecting the Property which shall extend beyond the Closing Date without Buyer's prior written consent.

13.8. **Litigation**. All pending or, to the best of Sellers' knowledge, threatened litigation is set forth in **Schedule 13.8** attached hereto and incorporated herein by reference. Sellers represents that none of such pending or threatened litigation does or is reasonably likely to materially and adversely affect the Property or its value. Sellers shall indemnify Buyer from any and all costs, expenses, and attorneys' fees which Buyer may incur arising from, relating to, or in defending any action, claim, or charge due to, arising out of or relating to (i) the matters described in **Schedule 13.8**, (ii) the ownership, operation, use, condition, and/or upkeep of the Property through the Closing Date, or (iii) the actions, conduct, and/or omissions of the employees or agents of Sellers.

13.9. **Hazardous Substances**. Sellers represents and warrants that neither the Property nor Sellers are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or any response costs or remedial obligations under any applicable laws pertaining to health or the environment or hazardous substances as such are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, as codified at 42 U.S.C.A. §9601 et seq. ("CERCLA"), the Hazardous Materials Transportation Act, 49 U.S.C.A. §1801 et seq.; the Resource Conservation and Recovery Act 42 U.S.C.A. §6901 et seq., or the Tennessee Hazardous Waste Management Act of 1983 at T.C.A. §§68-46-201 et seq. (herein sometimes collectively called "**Applicable Environmental Laws**"); and this statement would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, presently known to the Sellers pertaining

to the Property; that Sellers has not obtained and is not required to obtain any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the Property by reason of any Applicable Environmental Laws; that Sellers has taken all steps necessary to determine and has determined that no oil, toxic or hazardous substances or solid wastes have been disposed of or otherwise released on the Property; and that the use which Sellers or any Tenant(s) have made of the Property has not resulted in the disposal or other release of any oil, toxic or hazardous substances or solid waste on or to the Property (the terms "**hazardous substance**" and "**release**" shall have the meanings so as to broaden the meaning of any term defined thereby, and to the extent that the laws of the State of Tennessee establish a meaning for "hazardous substance," "release," or "disposal" which is broader than that specified in CERCLA such broader meaning shall apply). Sellers does hereby agree to pay any fines, charges, fees, expenses, damages, losses, liabilities, or response costs arising from or pertaining to any such Applicable Environmental Laws as a result of any actions, omissions, events, or circumstances, and to indemnify and hold Buyer harmless therefrom, arising from or related to any such matters prior to the Closing Date. This indemnity shall survive the Closing and delivery of the Deed.

13.10. No portion of the Property is located in a wetland area, or in a designated or recognized flood plain, flood plain district, flood hazard area, or area of similar characterization.

13.11. **Non-foreign Status**. Sellers are not a foreign corporation or persons for purposes of 26 U.S.C.A. §1445.

13.12. **Survival**. All of the covenants, representations, and warranties of the Sellers made herein are and shall be continuous and continuing and all of the same shall remain true and correct in all respects through Closing and all of the same shall survive the Closing and transfer of title to the Property to Buyer as contemplated hereunder.

14. CONTRACT DEFAULT

14.1. **Sellers' Default**. If Sellers fails to comply with this Contract within the time specified or if Sellers breaches any covenant contained herein or if any of Sellers' representations and warranties are untrue, Buyer may pursue any remedies available to Buyer at law or in equity, including without limitation (i) termination of this Contract and suit for money damages, (ii) suit for specific performance hereof and money damages, and (iii) to seek any other remedy available at law or in equity and receive any attorneys' fees and expenses related to the enforcement of Buyer's rights under this Agreement. An election by Buyer to pursue any one or more of its available remedies at law or in equity shall in no way limit or be deemed a waiver of its rights to pursue any other remedies available.

14.2. **Indemnification**. Sellers hereby agrees to indemnify Buyer and defend and hold Buyer harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, attorney fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by such party in this Contract or in any document, certificate, or **Schedule** given or delivered to the other pursuant to or in connection with this Contract. The indemnification provisions of this **Section 14** shall survive beyond the Closing for one (1) year, or, if the Closing does not occur pursuant to this Contract for one (1) year, beyond any termination of this Contract.

15. **NOTICES** All notices required herein must be written and shall be deemed to have been validly given when deposited postage prepaid either (i) with a nationally recognized overnight courier or (ii) in the United States Mails, Certified, Return Receipt Requested, addressed to the parties as identified and set forth below:

If to SELLERS:

Vincenzo Lorusso

_____

_____

Telephone: _____

Email: _____

Sabrina Carlisi

_____

_____

Telephone: _____

Email: _____

If to :

WILLIAMSON COUNTY, TENNESSEE
Attn: County Mayor
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, Tennessee 37064
Telephone: 615-790-5700
Email: rogers.anderson@williamson-tn.org

With a copy to:

BUERGER, MOSELEY & CARSON, PLC
Attn: Mr. Kenneth J. Young
306 Public Square
Franklin, TN 37064
Telephone: 615-794-8850
Email: kyoung@buergerlaw.com

16. MISCELLANEOUS

16.1 Non-foreign Certificate. At Closing, Sellers shall execute a Transferor's Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code in a form satisfactory to Title Company.

16.2 Performance - Time is of the essence in the performance and satisfaction of the obligations and conditions of this Contract.

16.3 Choice of Law. The validity, construction, interpretation and performance of this Contract shall, in all ways be governed and determined in accordance with the laws of the State of Tennessee. Any action, suit, or other proceeding concerning this Contract must be brought and maintained only in a state court of competent jurisdiction sitting in Williamson County, Tennessee.

16.4 Captions. The captions used in this Contract have been inserted only for purposes of convenience and the same shall not be construed or interpreted so as to limit or define the intent or the scope of any part of this Contract.

16.5 Construction. This Contract shall not be construed more strictly against one party than against another merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that both Sellers and Buyer have substantially and materially contributed to the preparation hereof.

16.6 Counterparts. This Contract may be executed by the parties independently in any number of identical counterparts, and upon execution by both parties of any such independent counterparts, this Contract shall be in full force and effect as if the parties had executed one and the same counterpart, and all of such counterparts when taken together shall constitute one and the same instrument. Execution of this Contract may be evidenced by a facsimile of a signature.

16.7 Severability. If any provision of this Contract is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

16.8 Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition or the circumstance giving rise to such right.

16.9 Brokers' Commissions. Sellers and Buyer have not entered into any contracts with any real estate brokers that would require either Party to pay a real estate commission. To the extent permitted under Tennessee law, each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents, brokers or other finder with whom such party may have dealt in carrying on the negotiations relative to this Agreement.

16.10 Entire Agreement This Contract constitutes the sole and entire agreement between Buyer and Sellers and no modification hereof shall be binding unless signed by both Buyer and Sellers. Representations, promises, or inducements not included in this Contract shall not be binding upon either of the parties.

16.11 Successors and Assigns This Contract shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective heirs, successors, assigns, beneficial owners and representatives. The rights of Buyer under this Contract shall be freely transferable or assignable by Buyer, in whole or part, and such assigns of Buyer shall assume all rights, privileges and obligations of Buyer hereunder, and shall perform same.

16.12 Responsibility to Cooperate. Buyer and Sellers agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the Parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Sellers agree that if requested after Closing, they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

IN WITNESS WHEREOF, this Contract has been executed by the Buyer and Sellers on the dates set out below their respective signatures hereto.

SELLERS:

_____
Vincenzo Lorusso

_____
Sabrina Carlisi

BUYER:

WILLIAMSON COUNTY, TENNESSEE

By: _____
Rogers Anderson, County Mayor

SCHEDULE OF SCHEDULES

Schedule 1.1	Legal Description
Schedule 3.1	Survey Description
Schedule 1.2	Personal Property
Schedule 1.4	Service Contracts
Schedule 1.5	Schedule of Fixtures not being conveyed
Schedule 5.5	Lease
Schedule 13.8	Schedule of Litigation

Schedule 1.1
Legal Description

BEING AND LYING IN THE 20th CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND LYING EAST OF AND ADJACENT TO GILES HILL ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a iron pin found on the east right of way of Giles Hill Road; said iron pin found being the northeast corner of Michael Page; thence leaving Page with east right of way of said road and a curve turning to the left with an arc length of 173 .04', with a radius of 284.61', with a chord bearing of N 10 degrees 19'21"E, with a chord length of 170.39', to a iron pin set being the true point of beginning and the South West corner of the tract being described; thence continuing with East right of way of said road, N 02 degrees 22'36"W for a distance of 61.23' to a point; thence N 01 degree 03'51"W for a distance of 63.14' to a point; thence N 01 degree 21'24"E for a distance of 173.06' to a point; thence N 00 degree 31'45"E for a distance of 70.08' to a iron pin set; said iron pin set being the northwest comer of the tract being described; thence leaving said road with a new Peacock Hill LLC Division Line, N 86 degrees 09'43"E for a distance of 686.97' to a iron pin set; said iron pin set being the northeast corner of the tract being described; thence continuing with said division line, S 00 degrees 11'17"W for a distance of 212.53' to a iron pin set; said iron pin set being the southeast comer of the tract being described; thence continuing with said division line, S 67degrees 43'57"W for a distance of 495.33' to a iron pin set; thence with a fence and continuing with said division line, S 86 degrees 41'25"W for a distance of 227.76' to the true point of beginning and containing 5.00 acres as surveyed by Kenneth Carroll, RLS Tennessee License Number 1335, November 25, 2015.

Being the same property conveyed to **VINCENZO LORUSSO and SABRINA CARLISI**, by deed from **JOSEPH B. SHARP and ASHLEIGH S. SHARP**, filed for record in Book 7362, Page 513, in the Register's Office for Williamson County, Tennessee on May 12, 2018.

Schedule 3.1
Survey Description

Schedule 1.2
Personal Property

Outside
Chicken Coupe/Run
Office/Storage Shed (14x40 structure on driveway)
Playhouse
Pirate Ship Playset
Above Ground Swimming Pool
Stone Fountain on Front Porch

Inside
Entry-
Large rope Chandelier
Metal Cage Sconce (x2)

Rear Hallway-
Metal Cage Sconce

Master Bedroom-
Mirror & Fireplace Mantel Combo

Master Bath-
Chandelier above bath

Rear Bedroom-
Chandelier in corner of room
Large mirror on wall near doorway.

Kitchen-
Kitchen Aid Refrigerator
Bosch Dishwasher

Laundry-
LG Washer and Dryer

General_
All drapes, curtain rods and hardware

Schedule 1.4
Service Contracts

Schedule 1.5
Schedule of Fixtures not being conveyed

Schedule 5.5
Lease

Schedule 13.8
Schedule of Litigation

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 3-19-10
Requested by: Parks and Recreation

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

WHEREAS, for the past several years the Tennessee Senior Olympics have held their final round of events in Williamson County; and

WHEREAS, Williamson County provides recreational facilities through its Parks and Recreation Department; and

WHEREAS, Williamson County is permitted to agree to long term agreements extending beyond the term of the members of the Board of Commissioners provided that the Board of Commissioners approves the agreement by resolution; and

WHEREAS, Williamson County intends to continue to support and entice the Tennessee Senior Olympics to continue to hold its final round of events in Williamson County and has agreed to pay a fee of $25,000.00 and provide access to sporting facilities owned or operated by the Williamson County Parks and Recreation Department; and

WHEREAS, as a condition of Williamson County's payment of the $25,000.00 fee, the Williamson County Convention and Visitors Bureau has agreed to reimburse Williamson County the $25,000.00 fee on an annual basis; and

WHEREAS, recognizing the economic benefit of holding the Tennessee Senior Olympic games in Williamson County, the Board of Commissioners finds it to be in the interest of its citizens to authorize the County Mayor to execute an agreement with the Tennessee Senior Olympics, Inc. to sponsor the Tennessee Senior Olympics and provide recreational facilities to conduct its final events:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 11th day of March, 2019, hereby authorizes the County Mayor to execute an agreement and any other documentation, future amendments and addendums, with the Williamson County Convention and Visitors Bureau for the annual reimbursement of the $25,000.00 fee.

Steve Smith
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers C. Anderson, County Mayor

Date

REIMBURSEMENT AGREEMENT
WILLIAMSON COUNTY CONVENTION AND VISITORS BUREAU AND
WILLIAMSON COUNTY, TENNESSEE GOVERNMENT

This reimbursement agreement ("Agreement") is entered into by and between **WILLIAMSON COUNTY CONVENTION AND VISITORS BUREAU** ("WCCVB") and **WILLIAMSON COUNTY, TENNESSEE GOVERNMENT** ("COUNTY") on this ____ day of _____, 2019, concerning reimbursement of costs associated with the sponsorship agreement between the COUNTY and Tennessee Senior Olympics, Inc.

RECITALS

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

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

WHEREAS, the WCCVB has agreed to reimburse Williamson County a total of $25,000.00 annually, which includes $15,000.00 for a sponsor fee and $10,000.00 for other related expenses.

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

WITNESSETH:

1. **Term.** The term of this Agreement shall be for a period of five (5) years commencing on the 1st day of April, 2019 and ending on the 31st day of March, 2024. The term of this Agreement may be extended for additional one (1) year terms by entering into an amendment agreeing to extend the agreement.

2. **Tennessee Senior Olympics.** The Tennessee Senior Olympics has agreed to exclusively hold its annual Senior Olympic state final events in Williamson County unless this Agreement is terminated earlier, and COUNTY has agreed to pay the Tennessee Senior Olympics an annual sponsor fee of $15,000.00. The COUNTY will use the remaining $10,000.00 for costs associated with the opening celebration dinner event and any other associated additional expenses as the COUNTY so determines.

3. **Reimbursement of Sponsor Fee.**

   a) WCCVB agrees to reimburse COUNTY the total amount of Twenty-Five Thousand Dollars and no cents ($25,000.00) on an annual basis to be paid by WCCVB to the COUNTY no later than July 31st of each year.

   b) WCCVB agrees that it will be responsible for obtaining all approvals from its governing board needed to authorize the reimbursement.

4. **Termination.** Either party may terminate this Agreement for convenience by providing written notice to the other party no earlier than November 1 nor later than January 1st of each year. Any notice to terminate this Agreement for convenience shall not be effective until the close of the upcoming Tennessee Senior Olympics games following the receipt of the notice. Should the Williamson County Convention and Visitors Bureau fail to reimburse the COUNTY the full amount of $25,000.00 then COUNTY may terminate this Agreement upon the provision of notice to WCCVB. Termination of this Agreement for breach shall not relinquish WCCVB of any liability suffered by COUNTY. The parties may agree in writing to terminate this Agreement at any time.

5. **Choice of Law/Venue.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement or its attachment becomes subject to litigation, the venue for such action will be conducted exclusively in Williamson County, Tennessee.

6. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must

be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY:	**Williamson County, Tennessee** County Administrative Complex 1320 West Main Street Franklin, TN 37064
WCCVB:	**Williamson County Convention and Visitors Bureau** c/o Ellie Westman Chin 400 Main Street, Suite 200 Franklin, TN 37064

7. **Release of Liability.** WCCVB agrees to release COUNTY, its officers, employees, agents, or servants from any personal liability growing out of or concerning the making of this Agreement.

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

9. **Severability.** In the event that any section and/or term of this Agreement is found by a court of competent jurisdiction to be in contravention of the Constitution of this State or of the United States, or any law of this State, such section and/or term is to be severable from the remainder of the Agreement, and the remaining sections and/or terms are to be fully enforceable.

10. **Entire Agreement.** This Agreement and its attachment contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

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

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

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

WILLIAMSON COUNTY, TENNESSEE:

By: _____
Rogers Anderson, Williamson County Mayor

By: _____
Gordon Hampton, Parks and Recreation Director

By: _____
Williamson County Attorney

WILLIAMSON COUNTY CONVENTION AND VISITORS BUREAU:

By: _____
Ellie Westman Chin, Executive Director

H:\Williamson County\Agreements\Parks and Rec\TN Senior Olympics\2019\2019.02.20 WCCVB Senior Olympics-K#19-079.doc

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 3-19-11
Requested by: Office of Public Safety Director

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF BRENTWOOD, TENNESSEE FOR THE CONSTRUCTION AND OPERATION OF A JOINT EMERGENCY RESPONSE STATION

WHEREAS, Tennessee Code Annotated, Section 5-1-113 specifically provides legal authority for a county legislative body and a legislative body of any municipality that lies within the boundaries of the county to enter into any agreements as may be desirable or necessary for the purpose of permitting the county and municipality to construct, operate, or maintain, either jointly, or otherwise, desirable and necessary services or functions, under such terms as may be agreed upon by the parties' respective legislative bodies; and

WHEREAS, the parties have the express authority upon approval of their respective governing bodies, to enter into interlocal 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 City of Brentwood ("City") is currently planning on constructing a new police department headquarters on Heritage Way and have asked Williamson County ("County") whether they would be interested in sharing in the cost of a detached facility that would be jointly used by both the City and the County; and

WHEREAS, the project will serve the needs of the Williamson County Office of Public Safety, its emergency medical services, and the surrounding areas:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of March, 2019, hereby authorizes the Williamson County Mayor to execute an interlocal agreement with the City of Brentwood as well as all other documentation needed to partner with the City of Brentwood to provide the construction of a detached joint emergency response station as part of the proposed Brentwood Police Headquarters project contingent on each parties' legislative body approving funding for the project.

Ricky Jones
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For 7	Against 0
Property Committee	For 7	Against 0
Budget Committee	For 5	Against 0

Commission Action Taken: For_____ Against_____ Pass_____ Out_____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No. 3-19-12
Requested by: Sheriff's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR AND WILLIAMSON COUNTY SHERIFF TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN AND THE CITY OF BRENTWOOD FOR COOPERATION IN ENFORCEMENT AND INVESTIGATION RELATED TO AUTO THEFT AND AUTO BURGLARY WITHIN WILLIAMSON COUNTY

WHEREAS, the Interlocal Cooperation Act codified at *Tennessee Code Annotated*, Section 12-9-101 et. seq., authorizes public agencies of the State to enter into interlocal agreements for the joint provision of law enforcement response; and

WHEREAS, *Tennessee Code Annotated*, Section 6-54-307, specifically authorizes incorporated municipalities to enter into agreements with counties for law enforcement assistance and Tennessee Code Annotated Section 5-1-113 specifically authorizes counties to enter into agreements with municipalities within the county's boundaries for purposes of providing necessary services or functions; and

WHEREAS, each party provides law enforcement response within their respective jurisdictions and desires to avail themselves of the authority conferred by these laws; and

WHEREAS, the purpose of this agreement is to provide each of the parties, through their cooperation, a predetermined plan by which the entities might cooperatively address investigation and enforcement related to auto theft and auto burglary pursuant to specific arrangements as provided herein; and

WHEREAS, Tenn. Code Ann., Section 6-54-307(c), provides that if a law enforcement officer or employee of a police department of an incorporated city is engaged in any law enforcement duty or activity and there is a mutual aid agreement in place, the officer is entitled to all rights, privileges, exemptions and immunities as if such duty or activity were performed within the officer's jurisdiction; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the County Mayor and County Sheriff to execute the Interlocal Agreement and all other documents related to its implementation;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 11th day of March 2019, hereby authorizes the Williamson County Mayor and Williamson County Sheriff to execute the Interlocal Agreement and all other documents with the City of Brentwood and the City of Franklin to define the obligations and responsibilities of the parties for the provision of law enforcement services related to auto theft and auto burglary.

Ricky Jones
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For 7	Against 0		
Budget Committee	For 5	Against 0		
Commission Action Taken:	For ___	Against ___	Pass ___	Out ___

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, County Mayor

Date

(Auth InterLocal-Brwd-Franklin Police)

INTERLOCAL AGREEMENT FOR
JOINT RESPONSE OF
JOINT LAW ENFORCEMENT ASSISTANCE

Pursuant to *T.C.A.* §6-54-301, et. seq., T.C.A. §5-1-113, and *T.C.A.* §12-9-101, et. seq.

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered as of the _____ day of _____, 2019, by and between WILLIAMSON COUNTY, TENNESSEE, the CITY OF BRENTWOOD, TENNESSEE, and the CITY OF FRANKLIN, TENNESSEE, for the joint provision of law enforcement services related to auto theft and auto burglary within the incorporated and unincorporated areas of Williamson County; and

WHEREAS, the Interlocal Cooperation Act codified at *Tennessee Code Annotated* §12-9-101, et. seq. authorizes public agencies of the State to enter into interlocal agreements for the joint provision of law enforcement response; and

WHEREAS, *Tennessee Code Annotated* §6-54-307 specifically authorizes incorporated cities to enter into agreements with counties for law enforcement assistance and *Tennessee Code Annotated* §5-1-113 specifically authorizes counties to enter into agreements with municipalities within the county's boundaries for purposes of providing necessary services or functions; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by these laws; and

WHEREAS, the purpose of this Agreement is to provide each of the parties, through their cooperation, a predetermined plan by which the entities might cooperatively address investigation and enforcement related to auto theft and auto burglary pursuant to specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for cooperative response in these circumstances:

NOW THEREFORE, pursuant to *Tennessee Code Annotated* §6-54-307, §5-1-113, and §12-9-101, et. seq., and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to dedicate personnel and equipment in the complete discretion of the respective entity to provide joint response to calls outside the parties' respective boundaries related to auto theft or auto burglary, and to actively participate in response and investigation of such calls in cooperation with the other parties hereto. Any law enforcement officer responding to a call as provided under this Agreement shall be considered acting in a governmental capacity entitled to all rights, privileges, exemptions and immunities as if such duty or activity were performed within the corporate limits of the entity by which such person is employed.

2. The parties agree that the objective of this Agreement shall be to provide a framework for cooperation among the entities in a collaborative undertaking to disrupt the commission of auto theft, auto burglary and related crime within the respective jurisdictions and within the County as a whole. To that end, the parties may provide joint response and investigation, may share information for law enforcement purposes, and may provide resources toward the objectives outlined herein.

3. This Agreement shall be effective among the signed parties when their authorized agents execute same pursuant to the ordinance/resolution of each jurisdiction authorizing the party to execute it.

4. This Agreement is in addition to and shall not affect each party's responsibilities to respond to requests for assistance made under *Tennessee Code Annotated* §58-8-101, et. seq.

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

6. Each party shall be responsible for its own cost for the satisfaction of the obligations set forth herein. The parties agree that this Agreement shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by any party from, any other party. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement. Nothing herein shall be deemed to create a joint venture or a separate entity. Each entity shall maintain its own identity in providing cooperative services. Each entity is separately responsible for establishing its own policies and financing its own activities. Each entity's chief law enforcement officer shall be responsible for administration of that entity's obligations set forth herein.

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

8. The rights and obligations of this Agreement are not assignable.

9. The initial term of this Agreement shall be for one year from the date this Agreement is executed and may automatically renew for one-year terms until this Agreement is terminated by one or more of the parties. Any party may terminate this Agreement at any time upon thirty (30) days' written notice to the other parties. Such termination shall not affect in any manner any prior existing obligations between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

ATTEST:

_____

BY:

CITY OF FRANKLIN, TENNESSEE

_____

BY: Eric Stuckey, City Administrator

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

_____

City of Franklin Attorney

CITY OF FRANKLIN POLICE CHIEF

_____

Deborah Y. Faulkner, Police Chief

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

_____
Williamson County Attorney

WILLIAMSON COUNTY, TENNESSEE

_____
BY: Rogers Anderson, County Mayor

DATE: _____

WILLIAMSON COUNTY SHERIFF

_____
Dusty Rhoades, County Sheriff

DATE:_____

APPROVED AS TO FORM AND LEGALITY:

_____
City of Brentwood Attorney

CITY OF BRENTWOOD, TENNESSEE

_____
BY: Jill Burgin, Mayor

DATE: _____

CITY OF BRENTWOOD POLICE CHIEF

_____
Chief Jeff Hughes

DATE: _____

FILED 2/25/19
ENTERED 11:55 a.m.
ELAINE ANDERSON, COUNTY CLERK JW

Resolution No.: 3-19-13
Requested by: Sheriff's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LEASE AGREEMENT WITH TNHD PARTNERS, LLC d/b/a HARLEY-DAVIDSON OF COOL SPRINGS FOR MOTORCYCLES

WHEREAS, Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for tangible personal property in accordance with *Tennessee Code Annotated, Section 7-51-904(a);* and

WHEREAS, since October of 2016, TNHD Partners, LLC commonly known as Harley-Davidson of Cool Springs has leased motorcycles to Williamson County for use by the Sheriff's office for an annual rental fee of $1.00 each; and

WHEREAS, TNHD Partners, LLC has agreed to lease the motorcycles for another year at the same nominal rent; and

WHEREAS, the lease is conditioned on the motorcycles being used for law enforcement purposes; and

WHEREAS, the Williamson County Board of Commissioners have determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute a lease agreement with TNHD Partners, LLC d/b/a Harley Davidson of Cool Springs, for the continued lease of Harley Davidson motorcycles conditioned on the motorcycles being used for law enforcement purposes:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of March, 2019, hereby authorizes the Williamson County Mayor to execute the lease agreement and all other documentation to complete the transaction with TNHD Partners, LLC d/b/a Harley Davidson of Cool Springs for the continued lease of Harley Davidson motorcycles identified in the lease agreement to be used for law enforcement purposes.

Ricky Jones
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety	For 7	Against 0		
Budget Committee:	For 5	Against 0		
Commission Action Taken:	For____	Against____	Pass____	Out____

Elaine Anderson, County Clerk

Tommy Little, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

POLICE MOTORCYCLE LEASE AGREEMENT

This Police Motorcycle Lease Agreement ("Lease") is made and entered into on the 1st day of May, 2019, by and between TNHD Partners, L.L.C., a Louisiana limited liability company, d/b/a Harley-Davidson of Cool Springs, herein represented by its duly authorized Manager, Jamie Lima ("Lessor"), and the Williamson county Sheriff's Department, a Tennessee governmental entity ("Lessee").

Lessee hereby accepts and leases for itself, its successors, and assigns, and acknowledges due delivery and possession of the following described property, to-wit:

See attached list of those certain motorcycles and other equipment and accessories attached thereto more specifically described on Exhibit "A", attached hereto and made a part hereof (collectively the "Motorcycles");

This Lease is made and accepted for and in consideration of all the terms, conditions, and stipulations hereinafter set forth:

1. Term. Lessor hereby leases to Lessee the Motorcycles for a term of twelve (12) consecutive months beginning on the date here in above ("Term").

2. Rent. The rent for the Motorcycles is a total of $1.00 per year for each motorcycle for a total for $2.00 ("Rent") (2 motorcycles addressed below). Rent shall be payable by Lessee to Lessor on the first day of the rental period. The rental amount does not include the cost of installation or transfer of police equipment and accessories purchased by Lessee or the removal of such police equipment and accessories at the end of the Lease. The Rent shall not be reduced or abated for any damaged or out-of-service Motorcycles during the Term of this Lease.

3. Maintenance and Repairs. The Lessee is solely responsible to maintain the Motorcycles in good working order and to use them responsibly in comprehensive police operations for Williamson County. For the entire Term hereof, the Lessor assigns the full manufacturers' warranty to the Lessee. The Lessee shall use only original manufacturer's parts in required maintenance and repairs to the Motorcycles. Motorcycles must be serviced at Harley- Davidson of Cool Springs as per manufacturers suggested service intervals.

4. Use. The Lessee will use the Motorcycles in comprehensive police operations for Williamson County. The Lessee's use is subject to no mileage limitation.

5. Inspection. Upon seven (7) days written notice to the Lessee, and in reasonable circumstances, the Lessee shall make the Motorcycles available to Lessor for inspection and the Lessor may inspect the Motorcycles at the Lessee's premises.

6. Insurance. At its own expense, Lessee shall carry casualty insurance with respect to the Motorcycles and shall carry public liability and property damage insurance sufficient to protect the full value of the Motorcycles and to protect the Lessor from any and all liability. Lessee shall name Lessor as an additional insured on all such policies covering the Motorcycles. The Lessee shall carry worker's compensation insurance covering all Lessee's employees working on, in, near or about the Motorcycles and shall require any other person working on, in, near or about the Motorcycles to carry such coverage. The Lessee shall furnish to the Lessor upon request certificates or other satisfactory evidence of all insurance coverages described above as required by the terms and conditions of this Lease.

7. Indemnity. To the fullest extent permissible by applicable law, the Lessee shall and does hereby indemnify and hold the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery, and/or return of the Motorcycles, including but not limited to injuries causing personal injury, property damage, and/or death. Such indemnification shall include any and all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in connection with any suits, claims or causes of actions arising out of this Lease and/or use of the Motorcycles.

8. Sublease. The Lessee shall not sublease the Motorcycles or use them except as provided herein.

9. Acceptance. The Lessee has inspected the Motorcycles and found them free of obvious defects, if latent defects are discovered within normal usage, the Lessor shall remedy same.

10. Default. Should Lessee at any time violate any of the conditions or covenants of this Lease, or discontinue the use of the Motorcycles for the purpose for which they are rented, or fails to pay the rent punctually as stipulated herein; or upon the adjudication of Lessee in bankruptcy, the appointment of a receiver for Lessee, or the filing of bankruptcy, receivership or respite petition by or for Lessee; or upon Lessee's suspension, failure or insolvency; and should any such violation continue for a period of five (5) days after written notice has been given Lessee, then, at the option of Lessor, the rent for the whole unexpired Term of this Lease shall at once mature and become immediately due and payable; and Lessor shall have the further option to at once demand the entire rent for the whole Term, or to immediately cancel this Lease, or to proceed for past due installments only, reserving Lessor's rights to later proceed for the remaining installments, all without putting Lessee in default, Lessee to remain responsible for all damages or losses suffered by Lessor, Lessee hereby assenting thereto and expressly waiving any legal notices to surrender the Motorcycles. Lessor shall also have the right to enter Lessor's premises and take possession of the Motorcycles and to re-rent the Motorcycles at the best obtainable price, and Lessee shall remain liable to Lessor for any difference in the rent price in the event the re-renting is for a lesser rental. Lessee shall also be responsible to Lessor for any expenses, commissions or fees in connection with such repossession and re-renting. Exercise of this right of re-entry and privilege to re-let shall not in any way prejudice Lessor's right to hold Lessee liable for any amount due under this Lease in excess of the amount for which the Motorcycles are re-let. All rights and remedies of Lessor under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law

11. Non-Appropriation. If for any reason, the Lessee does not appropriate sufficient funds to pay rent as herein provided, this Lease shall terminate at the end of the then current fiscal year for which funds had been appropriated. In such case, at the end of the then current fiscal year for which funds had been appropriated, the Lessee shall make the motorcycles available to Lessor for return. The Lessee shall be liable only for lease payments up to the date of termination as provided in this paragraph.

12. Expiration. At the expiration of the Term, the Lessee shall immediately make the Motorcycles available to the Lessor for their return in their original condition, less normal wear and tear. Any police equipment or accessories provided by Lessee shall remain the property of the Lessee and shall be returned to Lessee in "as is" condition at the termination of the Lease. All equipment will be removed from motorcycles at Lessee's costs or Lessee will reimburse Lessor for all costs of removal of equipment or accessories.

13. Solicitation. The Lessor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Lessor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this lease.

14. Intentionally Left Blank

15. Intentionally Left Blank

16. Governing Law. This Lease is governed by the laws of the State of Tennessee.

17. Amendments. This Lease may not be modified or terminated except in writing signed by all parties hereto, and shall be binding upon the successors and assigns of the parties hereto.

18. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be

deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF the parties hereto have made and executed this Lease effective the day and year first above written.

LESSOR:

TNHD PARTNERS, L.L.C. d//b/a
HARLEY-DAVIDSON OF COOL SPRINGS

By: _____
Jamie Lima, Its Duly Authorized Manager

Date: _____

LESSEE:

RC _____

By: _____

Name/Title: Rogers Anderson, County Mayor

Date: _____

EXHIBIT "A"
LIST OF MOTORCYCLES

Model No.	Description	Notes
1HD1FMC15JB656505 2019 FLHTP	With ABS	Solo
1HD1FMC13JB656776 2019 FLHTP	With ABS	Solo