

Resolution No. 2-10-1
Requested by: County Clerk

**RESOLUTION AUTHORIZING THE COUNTY CLERK
TO ENTER INTO AN AMENDED CONTRACT
WITH YOST, ROBERTSON & NOWAK, PLLC**

WHEREAS, the Williamson County Clerk's Office is responsible for collecting all business privilege taxes in Williamson County that are payable to the state of Tennessee and Williamson County pursuant to Tennessee Code Annotated § 67-4-101 et. Seq.; and

WHEREAS, the Williamson County Clerk is in need of assistance with collecting delinquent business taxes; and

WHEREAS, the Williamson County Clerk is authorized pursuant to Tennessee Code Annotated § 67-4-719(b) to retain, by written contract, an attorney to collect or to institute proceedings to collect delinquent business taxes, interest and penalties, upon such terms as the Williamson County Clerk deems appropriate; and

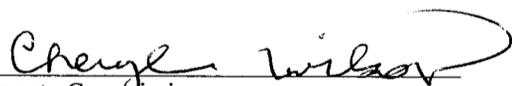
WHEREAS, the costs of collection, including, but not limited to, the court costs and the reasonable compensation for the attorney, as approved by the court, are the responsibility of the delinquent taxpayer; and

WHEREAS, the Williamson County Clerk desires to engage the services of the law firm Yost, Robertson & Nowak, PLLC to collect all delinquent business taxes and to provide for alternative counsel should Yost, Robertson & Nowak have a conflict of interest; and

WHEREAS, Tennessee Code Annotated § 67-4-719(b)(4) requires the Williamson County Board of Commissioners to approve the implementation of the collection of the delinquent business taxes by an attorney upon the adoption of a resolution by a two-thirds (2/3) vote of the Williamson County Board of Commissioners; and

WHEREAS, at its January 12, 2009, meeting the Williamson County Board of Commissioners approved the original contract between the Williamson County Clerk and Yost, Robertson & Nowak, PLLC for the collection of delinquent business taxes which did not specifically provide for alternative counsel should a conflict of interest arise:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session, this the 8th day of February, 2010, by a two-thirds vote, hereby approves the attached amended contract between the Williamson County Clerk and Yost, Robertson & Nowak, PLLC, as amended in Article V to address conflicts of interests that may arise for Yost, Robertson & Nowak, PLLC, and authorizes the County Clerk to execute the attached amended contract for the collection of delinquent business taxes.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee For 4 Against 0
Budget Committee For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**AMENDED CONTRACT TO PROVIDE
COLLECTION SERVICES OF DELINQUENT BUSINESS PRIVILEGE TAXES**

THIS AGREEMENT is entered into by and between ELAINE ANDERSON, WILLIAMSON COUNTY CLERK, acting on behalf of WILLIAMSON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, (the "County Clerk") and WILLIAM J. YOST, ATTORNEY, OF THE FIRM OF YOST ROBERTSON NOWAK, PLLC, located at 133 Holiday Court, Suite 208, Franklin, Tennessee, 37068, (the "Attorney") for the provision of collection services of delinquent business privilege taxes.

RECITALS

Whereas, pursuant to Tennessee Code Annotated, § 67-4-704, et seq., Williamson County is authorized to levy and collect privilege taxes on businesses, business activities, vocations, and occupations, ("Business Taxes") and

Whereas, pursuant to Tennessee Code Annotated, § 67-4-719(b), the County Clerk is authorized to retain, by written contract, an attorney to institute proceedings to collect delinquent Business Taxes, interest, and penalties, as well as costs of collection thereof, including, but not limited to, the court costs and the reasonable compensation for the attorney, and have the same taxed by the Court as costs to the delinquent taxpayer defendant, and

Whereas, pursuant to Tennessee Code Annotated, § 67-4-719(b), the County Clerk desires to enter into this Agreement for collection of Williamson County's delinquent business taxes, and

Whereas, the Attorney desires to enter into this Agreement for collection of Williamson County's delinquent business taxes, and

Whereas, pursuant to Tennessee Code Annotated, § 67-4-719(b)(4), Williamson County, by 2/3 vote of its County Commission, has contemporaneously adopted a resolution implementing the provisions of Tennessee Code Annotated, § 67-4-719(b) and approving this Agreement, which resolution is attached hereto as Exhibit A and incorporated herein by reference, and

Now therefore, in consideration of these commitments and for other good and valuable consideration, the receipt whereof is hereby acknowledged by each party hereto from the other and in consideration of the premises, agreements and covenants herein made and set forth, the County Clerk and the Attorney hereby promise, agree and covenant with the other as follows:

**ARTICLE I
TERM AND TERMINATION**

1. The Term of this Agreement shall be for a period of three (3) years, beginning on the Effective Date of this Agreement. The Effective Date of this Agreement shall be the date on which this Agreement is approved by the Williamson County Commission, pursuant to Tennessee Code Annotated, § 67-4-719(b). This Agreement may not be renewed unless agreed in writing by the parties and approved by 2/3 vote of the Williamson County Commission. Upon becoming effective, this Amended Contract shall supersede the Contract to Provide Collection Services of Delinquent Business Privilege Taxes presently in force.

2. Either party may terminate this contract at any time upon ninety (90) calendar days' written notice delivered to the other party. Termination will become effective on the ninetieth (90th) day following delivery of the notice of termination. Upon the effective date of termination or conclusion of the term, the Attorney shall turn over all pending files being prosecuted pursuant to this Agreement immediately following the termination becoming effective or conclusion of the term to the attorney designated by the County Clerk, or, if no attorney is so designated, to the County Attorney. All rights to uncollected attorney's fees shall pass with the files to the attorney so designated, or, if no attorney is so designated, to the County Attorney.

**ARTICLE II
DUTIES OF THE ATTORNEY**

1. The Attorney shall promptly institute and prosecute legal proceedings in the courts of Williamson County to collect such delinquent Business Taxes as are turned over to the Attorney for collection by The County Clerk.

2. The Attorney shall provide its services in accordance with the Tennessee Rules of Professional Conduct and in accordance with the provisions of Title 67, Chapter 4 of the Tennessee Code Annotated, and other applicable statutes and regulations.

3. The Attorney shall comply with the provisions of Tennessee Code Annotated § 67-4-722, and any other relevant statutes and regulations regarding confidentiality of taxpayers' records.

ARTICLE III DUTIES OF THE COUNTY

The County Clerk shall turn over to the Attorney all such delinquent Business Taxes as the County Clerk desires to be collected by legal action, after first conforming to the notice requirements of Tennessee Code Annotated, § 67-4-719(b)(2). The County Clerk shall, along with such Business Taxes, turn over to the Attorney such copies of statements, reports or returns of taxpayers from whom the Business Taxes are to be collected, as the Attorney may request from time to time, to be used in the collection of delinquent Business Taxes, pursuant to Tennessee Code Annotated, § 67-4-719(b)(3). The County will advance any filing fees or other court costs required by the

Clerk of Court to be paid in advance, with such costs taxed to, and collected from, each delinquent taxpayer defendant, pursuant to Tennessee Code Annotated, § 67-4-719(b)(1).

ARTICLE IV COMPENSATION

The Attorney's fees will be One Hundred Seventy-Five Dollars (\$175.00) for each delinquent Business Tax item for which the Attorney files suit, plus an amount equal to Twenty Percent (20%) of the base amount of delinquent Business Tax, exclusive of penalties, interest, and costs, for each delinquent Business Tax item for which the Attorney files suit. Pursuant to Tennessee Code Annotated § 67-4-719(b)(1), the Attorney's fees provided for by this Agreement shall be taxed as costs by the Court to each delinquent taxpayer defendant, and remitted to the Attorney by the Court as collected.

ARTICLE V CONFLICTS OF INTERESE

In the event the County Clerk shall turn over to the Attorney a Business Tax for collection against a party or parties and the initiation of legal action by the Attorney will create a conflict of interest or cause the appearance of a conflict of interest for the Attorney, then in such event the Attorney may notify the County Clerk of the existence of a conflict of interest and shall then transfer the file to Kenneth J. Young, of the firm

Buerger, Moseley & Carson, PLC, the County Attorneys, as the Substitute Attorney, for collection pursuant to the terms, conditions and duties imposed by this Agreement.

**ARTICLE VI
GENERAL PROVISIONS**

- A. Resolution by Court of Law; Non-binding Mediation.** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law. The parties can agree to non-binding mediation prior to litigation.
- B. Arbitration.** Governmental entities in Tennessee are not permitted to agree to arbitrate disagreements without being granted that authority specifically by the state legislature. Any arbitration clause included in this Agreement or any other documentation related to this Agreement is void.
- C. Choice of Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Attorney may provide. Any language specifying any other governing law included in this Agreement is deleted and is null and void.
- D. Venue.** Any action between the parties arising from this Agreement shall be maintained in the courts of Williamson County, Tennessee.
- E. Attorney Fees.** Attorney agrees that, in the event either Party deems it necessary to take legal action to enforce any provisions of this Agreement, the

prevailing party shall recover all expenses of such action including attorney fees and court costs at all stages of litigation.

F. Notices.

1. Delivery. Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

2. Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

3. Addresses.

- i. If to County: Elaine Anderson
Williamson County Clerk
P.O. Box 624
Franklin, TN 37065

Copy to: Kenneth J. Young
Buerger, Moseley & Carson, PLC
306 Public Square
Franklin, TN 37064

ii. If to Attorney: William J. Yost, Attorney
Yost Robertson Nowak, PLLC
P.O. Box 681346
Franklin, TN 37067

G. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the Parties hereto. Assignment of this Agreement, or any of the rights and obligations of Attorney hereunder, in whole or in part, requires the prior written consent of County. Any such assignment shall not release Attorney from its obligations hereunder without the express written consent of County.

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

the Tennessee State Legislature. Any limitation described in this paragraph included in this Agreement are of no effect and therefore, are null and void.

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

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

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

J. Drug Free Work Place. If applicable, Attorney agrees to abide by all requirements set forth in Tennessee Code Annotated, Section 50-9-113, by establishing a drug free workplace program and to execute the drug free affidavit, included herewith, evidencing Attorney's compliance.

K. Employment Practices. Attorney shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Attorney, if applicable, agrees to execute the Fair Employment Affidavit included in this Agreement evidencing Attorney's compliance of this policy.

L. Employment of Illegal Immigrants. The Attorney shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws or other applicable laws is considered a material breach of this Agreement and may lead to civil penalties and debarment or suspension from being an Attorney under contract with Williamson County.

M. Relationship Between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

N. Authority of a Governmental Entity. Williamson County cannot agree to any terms which limit its rights or opportunities to legal recourse in a court of competent jurisdiction, including but not limited to, modification of the statute of limitations or binding arbitration. To limit the legal rights of Williamson County granted by constitution

or statute, may require legislation by the Williamson County Board of Commissioners and/or the Tennessee State Legislature. Any limitation described in this paragraph included in this Agreement or any other document provided by for the Attorney is void.

O. *Maintenance of Records.* Attorney shall maintain documentation for all charges against Williamson County. The books, records and documents of the Attorney, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of 3 full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice, by Williamson County or its duly appointed representatives. The books and records shall be maintained in accordance with generally accepted accounting principles.

P. *Anti-Deficiency Clause.* Nothing contained in this Agreement shall be construed as binding Williamson County to expend any sum in excess of appropriations made by its Legislative Body for the purposes of this Agreement, or as involving Williamson County in any contract or other obligation for the further expenditure of money in excess of such appropriations.

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

R. *Effective Date.* This Agreement shall not be binding upon the parties until it has been executed by both the Attorney and the County Clerk, and approved by the Williamson County Commission, pursuant to Tennessee Code Annotated, § 67-4-719(b).

WILLIAMSON COUNTY:

Williamson County Clerk

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

FILED IN THE OFFICE OF THE
WILLIAMSON COUNTY MAYOR:

Date: _____

ATTORNEY:

William J. Yost, Attorney
Yost Robertson Nowak, PLLC

APPROVED AS TO PROVISION FOR
SUBSTITUTE ATTORNEY:

Kenneth J. Young, Attorney
Buerger, Moseley & Carson, PLC

Resolution No. 2-10-5
Requested by: Budget Director

RESOLUTION AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR SCHOOLS, ROADS, FIRE PROTECTION AND RECREATION

- WHEREAS,** Williamson County has performed studies and adopted plans for the anticipated growth in the County over the last 20 years to study the need for additional or expanded public facilities as a result of new development in the County; and
- WHEREAS,** through these studies and plans, new projections for the need for schools, roads, fire protection, and recreation have been determined; and
- WHEREAS,** as a result of the studies and plans, the Williamson County Board of Commissioners amends the Capital Improvement Program ("CIP") to address improvements for growth and deficiencies which have been identified and should now be included for planning purposes in the CIP; and
- WHEREAS,** improvements identified in the CIP will be funded by property taxes and/or privilege tax, as determined and approved by the Williamson County Board of Commissioners; and
- WHEREAS,** approval of this resolution is not to be construed as approval of the individual projects outlined in the attachments hereto.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 8th day of February, 2010, finding that improvements for growth and deficiencies which have been identified and are needed, amends the Five-Year Capital Improvement Program for Schools, Roads, Fire Protection and Recreation as set forth in the attachments attached hereto.

Russell S. Little
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Budget Committee</u>	For <u>5</u>	Against <u>0</u>
<u>Highway Commission</u>	For <u>5</u>	Against <u>0</u>
<u>Education Committee</u>	For <u> </u>	Against <u> </u>
<u>Parks & Recreation Committee</u>	For <u> </u>	Against <u> </u>
<u>Law Enforcement/Public Safety Cmte.</u>	For <u> </u>	Against <u> </u>

Commission Action Taken: For Against Pass Out

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

ATTACHMENT RESOLUTION NO. 2-10-5
 WILLIAMSON COUNTY SCHOOLS
 Five Year Capital Outlay Plan 2009 - 2014
 Revised December 8, 2009
 Version 8

	A	B	E	F	G	H	I	J	K
1	Project	Estimated Cost	Funded	Funding needed 2009-10	Funding needed 2010-11	Funding needed 2011-12	Funding needed 2012-13	Funding needed 2013-14	Projected Completion Date
2	COMPLETED PROJECTS								
3	Bethesda Elementary 4-Classroom Addition								
4	Fairview Middle 4-Classroom Addition	\$750,000	\$750,000						Complete
5	Edmondson Elementary School 2 Classroom Addition	\$750,000	\$750,000						Complete
6	Page High School Entrance Improvements	\$425,000	\$425,000						Complete
7	Page High School Bleachers & Press Box	\$300,000	\$300,000						Complete
8	Kenrose Elementary 8 Classroom Addition	\$300,000	\$300,000						Complete
9	Pinewood Elementary Library Addition & Renovation	\$1,250,000	\$1,250,000						Complete
10	Fairview High School 6-Classroom Addition / Media Center / Health Science / CDC Room	\$550,000	\$550,000						Complete
11	Lipscomb Elementary School 4 Classroom Addition	\$1,200,000	\$1,200,000						Complete
12		\$750,000	\$750,000						Complete
13	UNDER DESIGN & CONSTRUCTION								
	SUBTOTAL**	\$6,275,000	\$6,275,000	\$0	\$0	\$0	\$0	\$0	
14	Grassland Middle & Page Middle Foundation Repairs	\$800,000	\$800,000						
15	Spring Hill/Thompson Station Middle School	\$24,000,000	\$24,000,000						6/30/10
16	Spring Hill Elementary School (<i>Relief For Growth @ Longview, Chapman's Retreat & Heritage</i>)	\$22,000,000	\$22,000,000						8/1/10
17	West Franklin Elementary School (<i>Hwy. 96 West - Relief for Walnut Grove & Winstead</i>)	\$20,800,000	\$20,800,000						8/1/10
18	Brentwood High Ren. (Sc:Labs, Classrooms, Media, RR, Gym, Floors, Bleachers, Ceiling, Pnt)	\$3,800,000	\$3,800,000						8/1/10
19	South County High School (Twin Lakes Drive)	\$40,000,000	\$40,000,000						8/30/11
20		\$111,400,000	\$111,400,000	\$0	\$0	\$0	\$0	\$0	8/1/11
21	NEW SCHOOL BUILDING CONSTRUCTION								
22	Trinity Zone Elementary (<i>Relief For Growth @ Kenrose Elementary & Trinity</i>) (const)	\$22,000,000	\$1,200,000	\$20,800,000					
23	Nolensville Area Elementary (<i>Growth at Sunset & New Nolensville</i>) (L+D)	\$22,000,000							7/1/11
24	Central Area Middle School (<i>Oak View/Henpeck Lane Property</i>)*Pending Sewer Availability	\$22,500,000	\$500,000		\$1,500,000	\$20,500,000			8/1/13
25	High School (<i>Eastern Portion of County-Site to be Determined</i>)(L+D+partial const.)	\$50,000,000			\$22,000,000				8/1/13
26	Goosecreek Area Elementary School & Land	\$22,000,000			\$5,000,000	\$45,000,000			7/15/14
27	Middle School (<i>Eastern Portion of County-Site to be Determined</i>)	\$25,000,000				\$2,000,000	\$20,000,000		7/15/14
28	Central Office Bldg. 50K	\$9,000,000				\$2,500,000	\$22,500,000		7/15/14
29		\$172,500,000	\$1,700,000	\$20,800,000	\$28,500,000	\$70,000,000	\$43,000,000	\$8,500,000	6/30/15
30	ADDITIONS/MAJOR RENOVATIONS								
31	Brentwood High - Remodel Multi Purpose Room to Theater / Constr. New Aux. Gym.	\$3,000,000							
32	Centennial High - Remodel Multi Purpose Room to Theater / Constr. New Aux. Gym	\$3,000,000				\$3,000,000			8/10/12
33	Fairview High - Remodel Multi Purpose Room to Theater / Constr. New Aux. Gym.	\$3,000,000				\$3,000,000			8/10/12
34		\$9,000,000	\$0	\$0	\$0	\$9,000,000	\$0	\$0	8/10/12

WILLIAMSON COUNTY SCHOOLS
 Five Year Capital Outlay Plan 2009 - 2014
 Revised December 8, 2009
 Version 8

	A	B	E	F	G	H	I	J	K
1	Project	Estimated Cost	Funded	Funding needed 2009-10	Funding needed 2010-11	Funding needed 2011-12	Funding needed 2012-13	Funding needed 2013-14	Projected Completion Date
35	HIGH SCHOOL & MIDDLE SCHOOL ATHLETIC FACILITIES								
36	FOOTBALL								
37	Storage Building (FVHS, PHS)	\$225,000			\$225,000				8/1/11
38	SOCCER								
39	Concession/Toilet Building (750 sq ft) (CHS, FVHS, IHS) (\$90,000 each building)	\$270,000			\$270,000				8/1/11
40	COMBINED SOCCER, BASEBALL, AND SOFTBALL CONCESSIONS/TOILET								
41	Concession/Toilet Building (750 sq ft)(RHS, PHS) (\$90,000 each building)	\$180,000							
42	COMBINED BASEBALL AND SOFTBALL CONCESSION/TOILET						\$180,000		8/1/13
43	Concession/Toilet Building (750 sq ft) (FVHS, CHS, HIS) (\$90,000 each building)	\$270,000							
44	SUBTOTAL	\$945,000	\$0	\$0	\$495,000	\$0	\$270,000	\$0	8/1/13
45	MIDDLE SCHOOL PERFORMANCE FACILITIES								
46	Phase I - BMS, WMS, FVMS, PMS (4 BLDGS @ \$1.3M Ea.)	\$5,200,000							
47	Phase II - HMS, HB-K8, GMS, SSMS (4 BLDGS. @ \$1.3M Ea.)	\$5,200,000				\$5,200,000			8/1/12
48							\$5,200,000		8/1/13
49	SUBTOTAL	\$10,400,000	\$0	\$0	\$0	\$5,200,000	\$5,200,000	\$0	
50	GRAND TOTAL**								
51		\$310,520,000	\$119,375,000	\$20,800,000	\$28,995,000	\$84,200,000	\$48,650,000	\$8,500,000	
52									
53									
54									
55									

WILLIAMSON COUNTY HIGHWAY DEPARTMENT
 Five Year Mobile Equipment Purchase Estimate
 Fiscal Year 2010-11

Description	Co. Vehicle Number	Asset Tag Number	Original Purchase Date	Current Mileage	Current Age	Comments	Estimated Cost	Replacement / Additional Model	Funding Source
REPLACEMENTS:									
DUMP TRUCKS:									
90 INTL DUMP TRUCK	39	3166	06/30/89		21 yr	Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
90 INTL DUMP TRUCK	56	3165	06/30/89		21 yr	Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
TRACTORS W/BUSHHOG:									
TRACTOR & BOOM MOWER	68	3267	06/30/90		20 yr	Useful life for tractors - 10 yr:	\$100,000.00	On bid or State contract	FB/Ptax
TRACTOR & BOOM MOWER	67	3268	06/30/90		20 yr	Useful life for tractors - 10 yr:	\$100,000.00	On bid or State contract	FB/Ptax
SERVICE EQUIP:									
CHIP SPREADER		3487	6/30/87		23 yr	Useful life for Chip Spreader - 15 yr.	\$150,000.00	On bid or State contract	FB/Ptax
ADDITIONAL:									
							<u>\$550,000.00</u>		

WILLIAMSON COUNTY HIGHWAY DEPARTMENT
 Five Year Mobile Equipment Purchase Estimate
 Fiscal Year 2011-12

Description	Co. Vehicle Number	Asset Tag Number	Original Purchase Date	Current Mileage	Current Age	Comments	Estimated Cost	Replacement / Additional Model	Funding Source
REPLACEMENTS:									
PICKUPS:									
90 GMC 4X4 ONE TON	71	3171	07/14/90		20 yr	Useful life for autos/pick-ups - 5 yr:	\$30,000.00	On bid or State contract	FB/Ptax
91 W3509 DODGE TRUCK	72	3177	06/30/91		19 yr	Useful life for autos/pick-ups - 5 yr:	\$30,000.00	On bid or State contract	FB/Ptax
DUMP TRUCKS:									
89 INTL F2674 TRUCK	2	3153	06/30/88		22 yr	Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
89 INTL F2674 TRUCK	43	3155	06/30/88		22 yr	Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
CHEV SINGLE AXLE DUMP TRK	23	1243	06/30/85		25 yr	Useful life for dump trucks - 15 yr:	\$70,000.00	On bid or State contract	FB/Ptax
SERVICE TRUCKS:									
76 F-750 (OIL DIST)	27	3032	06/30/76		34 yr	Useful life - 10 yr:	\$120,000.00	On bid or State contract	FB/Ptax
LOADERS:									
980C FRONT END LOADER	2	3467	7/1/87		23 yr	Useful life for loaders - 15 yr:	\$275,000.00	On bid or State contract	FB/Ptax
ADDITIONAL:									
							<u>\$725,000.00</u>		

WILLIAMSON COUNTY HIGHWAY DEPARTMENT
 Five Year Mobile Equipment Purchase Estimate
 Fiscal Year 2012-13

Description	Co. Vehicle Number	Asset Tag Number	Original Purchase Date	Current Mileage	Current Age	Comments	Estimated Cost	Replacement / Additional Model	Funding Source
REPLACEMENTS:									
PICKUPS:									
94 F250 4 WHL PU TRK	36	3207	06/30/94						
94 F250 FORD PU TRK	46	3208	06/30/94						
				16 yr		Useful life for autos/pick-ups - 5 yr:	\$30,000.00	On bid or State contract	FB/Ptax
				16 yr		Useful life for autos/pick-ups - 5 yr:	\$30,000.00	On bid or State contract	FB/Ptax
DUMP TRUCKS:									
93 GMC DUMP TRUCK	18	3194	06/30/92						
88 INTERNATIONAL TRUCK	55	3959	06/30/87						
CHEV SINGLE AXLE DUMP TRK	17	3191	06/30/85						
				18 yr		Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
				23 yr		Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
				25 yr		Useful life for dump trucks - 15 yr:	\$70,000.00	On bid or State contract	FB/Ptax
TRACTORS W/BUSHHOG:									
JD TRACTOR & BUSHOG	LO2555G705398	3169	06/30/90						
JD TRACTOR & BUSHOG	LO2555G705399	3170	06/30/90						
				18 yr		Useful life for tractors - 10 yr:	\$57,000.00	On bid or State contract	FB/Ptax
				18 yr		Useful life for tractors - 10 yr:	\$57,000.00	On bid or State contract	FB/Ptax
OTHER TRUCKS:									
FLAT BED TRUCK	1	1247	6/30/83						
				27 yr		Useful life for trucks - 15 yr:	\$50,000.00	On bid or State contract	FB/Ptax
ADDITIONAL:									
							<u>\$494,000.00</u>		

WILLIAMSON COUNTY HIGHWAY DEPARTMENT
 Five Year Mobile Equipment Purchase Estimate
 Fiscal Year 2013-14

Description	Co. Vehicle Number	Asset Tag Number	Original Purchase Date	Current Mileage	Current Age	Comments	Estimated Cost	Replacement / Additional Model	Funding Source
REPLACEMENTS:									
PICKUPS:									
94 F350 FORD CC TRK	34	3210	06/30/94		16 yr	Useful life for autos/pick-ups - 5 yr:	\$30,000.00	On bid or State contract	FB/Ptax
TRUCK F250 1996 FORD	24	3225	04/30/96		14 yr	Useful life for autos/pick-ups - 5 yr:	\$30,000.00	On bid or State contract	FB/Ptax
DUMP TRUCKS:									
93 GMC DUMP TRUCK	12	3192	06/30/92		18 yr	Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
93 GMC DUMP TRUCK	14	3193	06/30/92		18 yr	Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
BACKHOE:									
JDEERE BACKHOE LOADER	TO310CA758887	3158	06/30/89		21 yr	Useful life for backhoes - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
ADDITIONAL:									
							<u>\$360,000.00</u>		

WILLIAMSON COUNTY HIGHWAY DEPARTMENT
 Five Year Mobile Equipment Purchase Estimate
 Fiscal Year 2012-13

Description	Co. Vehicle Number	Asset Tag Number	Original Purchase Date	Current Mileage	Current Age	Comments	Estimated Cost	Replacement / Additional Model	Funding Source
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REPLACEMENTS:

PICKUPS:

TRUCK F350 CREW CAB 96 FORD	10	3229	07/22/96		14 yr	Useful life for autos/pick-ups - 5 yr:	\$25,000.00	On bid or State contract	FB/Ptax
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DUMP TRUCKS:

93 GMC DUMP TRUCK	31	3195	06/30/92		18 yr	Useful life for dump trucks - 15 yr:	\$100,000.00	On bid or State contract	FB/Ptax
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TRACTORS W/BUSHHOG:

6200 JOHN DEERE BUSHOG	L06200H119979	3216	06/30/94		16 yr	Useful life for tractors - 10 yr:	\$57,000.00	On bid or State contract	FB/Ptax
7700 JD TRACTOR & BUSHOG	RWSG050020016	3217	06/30/94		16 yr	Useful life for tractors - 10 yr:	\$57,000.00	On bid or State contract	FB/Ptax
7700 JD TRACTOR & BUSHOG	RWSG050020017	3218	06/30/94		16 yr	Useful life for tractors - 10 yr:	\$57,000.00	On bid or State contract	FB/Ptax

ADDITIONAL:

\$296,000.00

WILLIAMSON COUNTY HIGHWAY DEPARTMENT
 Five Year Mobile Equipment Purchase Estimate
 Fiscal Year 2013-14

Description	Co. Vehicle Number	Asset Tag Number	Original Purchase Date	Current Mileage	Current Age	Comments	Estimated Cost	Replacement / Additional Model	Funding Source
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REPLACEMENTS:

PICKUPS:

TRUCK 3/4 TON 1997 FORD F250	13	3240	08/13/97		14 yr	Useful life for autos/pick-ups - 5 yr:	\$25,000.00	On bid or State contract	
TRUCK 3/4 TON 1997 FORD F250	20	3241	08/13/97		14 yr	Useful life for autos/pick-ups - 5 yr:	\$25,000.00	On bid or State contract	

GRADERS/SCRAPERS:

TRACTORS W/BUSHHOG:

JD TRACTOR & BUSHOG		3173	06/30/90		21 yr	Useful life for tractors - 10 yr:	\$57,000.00	On bid or State contract	
JD TRACTOR & BUSHOG		3174	06/30/90		21 yr	Useful life for tractors - 10 yr:	\$57,000.00	On bid or State contract	

ADDITIONAL:

\$164,000.00

EMERGENCY MANAGEMENT AGENCY (including EMS, fire and rescue departments)

<u>DEPT.</u>	<u>AREA</u>	<u>DESCRIPTION</u>	<u>'10-'11</u>	<u>'11-'12</u>	<u>'12-'13</u>	<u>'13-'14</u>	<u>'14-'15</u>
Emergency Management	county-wide	vehicles		34,000	35,000		37,000
	county-wide	warning sirens		43,800	45,114	46,350	47,800
	county-wide	* mobile EOC replacement	160,000				
	county-wide	apparatus replacement	198,000	204,000	210,000	216,000	222,000
	county-wide	* joint emergency services building		750,000	750,000	750,000	250,000
Emergency Medical Services	Franklin/County-wide	Downtown EMS Facility		250,000	250,000		
	Triune/Nolensville/Arrington	Triune EMS/Public Safety Facility		250,000	250,000		
	county-wide	Renovations for existing stations	30,000				
	county-wide	Ambulance New (equipped)		275,000			
	county-wide	Ambulance-Replace (2@ \$200k)		200,000	200,000		
	county-wide	Ambulance- Refurbish (3/year)				315,000	330,000
	county-wide	Response/Support Vehicle replacements		45,000		45,000	
	county-wide	Response/Special Operations Vehicle		125,000	125,000		
	county-wide	Narrow-band radios (6@3,000)		18,000			
	county-wide	Ruggedized computer/program for EMS Records		100,000	100,000		
	county-wide	Security Cameras at stations			50,000		
	county-wide	Remote locks at stations			50,000		
	county-wide	Drive cam all ambulances				60,000	
	county-wide	Chest Compression Devices		125,000	100,000		
	county-wide	Turnout Gear Replacement	20,000		25,000		35,000
Fairview	multi-county	brush truck	60,000				
Rescue Squad	southwest	* additional fire station		360,000	396,000		
	Burwood	* additional fire station				370,800	410,000
	Franklin	* replace heavy rescue truck		240,000			
	Franklin	relocation of downtown station			300,000	300,000	300,000
Nolensville		* additional pumper/tanker		250,000			
Flat Creek-Bethesda	Bethesda	station addition		200,000	200,000	200,000	
	Bethesda	* tanker replacement		150,000			
	Flat Creek	station addition			100,000	100,000	100,000
College Grove	Arno/Eudailey-Covington	* additional fire station			200,000	200,000	
Peytonsville	Peytonsville	commercial ice maker	9,000				
	Peytonsville	station improvements		150,000	150,000		
	Peytonsville	* additional pumper/tanker			240,000		
TOTALS			\$ 477,000	\$ 3,769,800	\$ 3,776,114	\$ 2,603,150	\$ 1,731,800

* possibly grant eligible

Note: No information was provided by Arrington, College Grove and Nolensville, those projects are from previous years' submissions

25-Jan-2010

Capital Improvement Plan

Parks & Recreation

2009-10

2010-11

2011-12

2012-13

2013-14

Facility & Park Amenities					
Upgrades and Capital Items[privilege tax fund]	150,000	150,000	150,000	350,000	350,000
Timberland Nature Park on the Natchez Trace Parkway	50,000	*450,000	150,000	250,000	250,000
Tunnel at Soccer Complexes East & West		**450,000			
Phase II of Osburn Park at Nolensville			900,000	900,000	
Development of Regional Park in Thompson's Station or Spring Hill area for Heritage Rec Association's Use			1,000,000	2,000,000	2,000,000
Recreation Center in Nolensville [With City of Nolensville Contributing \$1m]				2,000,000	2,000,000
Bending Chestnut Nature Park ["Springs" Property] Design Phase		***350,000	1,000,000	1,000,000	1,000,000
Franklin Recreation Complex Improvements		200,000			
Development of property in Fairview Park for Soccer Fields			400,000	400,000	
Additional fields at Grassland Park			200,000	200,000	
Additions at Indoor Sports Complex			1,500,000	2,000,000	
Additional Maintenance Building for Parks Division			400,000	400,000	
Adult Softball Complex				1,500,000	1,500,000
Academy Park Gymnasium Basement Renovations					
New Triune Community Center				1,000,000	1,000,000
New Recreation Center East of I-65					6,000,000
Community Theatre					3,000,000
Outdoor Tennis Complex					1,500,000
College Grove Recreation Center Renovations					1,000,000
Development of Wetlands Trinity/Fly Park					**300,000
Development of New College Grove Park [30 acres adjacent to existing park]					2,500,000
New Recreation Center in Bethesda Area					2,000,000
Purchase of Property		1,600,000	1,000,000	1,000,000	1,000,000
Parks & Recreation Capital Projects - Totals	200,000	3,200,000	6,700,000	13,000,000	25,400,000

Grant Received through TN Dept. of Transportation

199,960 *

Future Grants (To Be Determined)

750,000 **

Land Purchase By the State of TN for I-840

331,500 ***

Resolution No. 2-10-6
Requested by: Heritage Foundation/Martin Foundation

**RESOLUTION ENDORSING THE APPLICATION OF THE
LEIPER'S FORK COMMUNITY TO PARTICIPATE IN THE TENNESSEE
DOWNTOWNS PROGRAM OF THE TENNESSEE ECONOMIC AND
COMMUNITY DEVELOPMENT DEPARTMENT**

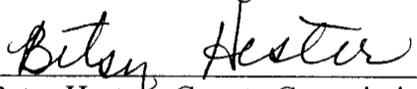
WHEREAS, the Tennessee Downtowns program has been created through the Tennessee Department of Economic and Community Development to guide communities through an 18-month process to develop direction for the revitalization of their downtown commercial areas; and

WHEREAS, the Tennessee Department of Economic and Community Development will be selecting communities to participate in the Tennessee Downtowns program, based on a competitive application; and

WHEREAS, residents and community leaders of Leiper's Fork in the unincorporated area of Williamson County wish to submit application for consideration and participate in said program in an effort to acquire guidance, resources and structured assistance for preservation and revitalization efforts in the Leiper's Fork community; and,

WHEREAS, no local funds are required;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, meeting in regular session this the 8th day of February, 2010, that the board hereby endorses the application for Leiper's Fork community in the Tennessee Department of Economic and Community Development Tennessee Downtowns Program.


Betsy Hester - County Commissioner


John Hancock - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 5 Against 0
Property Committee For Against
Commission Action Taken: For Against Pass Out

Elaine Anderson County Clerk

Houston Naron, Jr. - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Late filed RESOLUTION NO. 2-10-7
Requested by: Highway Department

**A RESOLUTION AUTHORIZING THE APPROPRIATION AND AMENDMENT
TO THE WILLIAMSON COUNTY HIGHWAY DEPARTMENT BUDGET BY
\$ 500,000 FOR IMPROVEMENTS TO CLOVERCROFT ROAD AND THE INTERSECTION OF
CLOVERCROFT ROAD AND OXFORD GLEN DRIVE**

WHEREAS, Williamson County, with the assistance of the City of Franklin obtained an intersection safety study conducted by RPM Transportation Consultants, LLC dated May, 2009, which recommended improvements including the installation of a traffic signal and grading of the hill west of the intersection of Clovercroft Road and Oxford Glen Drive; and

WHEREAS, although RPM concluded that the current site distance at the intersection is adequate for the current 40 mph speed limit, the report did assume that grading of the hill and installation of a traffic signal would improve the safety of the intersection; and

WHEREAS, the County has received an Advanced Planning Report for the improvements to the Oxford Glen/Clovercroft intersection conducted by Collier Engineering Co., Inc. that estimates the cost of grading the hill and installation of a traffic signal at \$500,000; and

WHEREAS, the City of Franklin agreed to an interlocal agreement with the County for the reimbursement of approximately \$51,875.00 for the grading of the hill; and

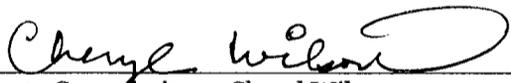
NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 8th day of February, 2010 amends the Williamson County Highway Department budget for road improvements to Clovercroft Road and the intersection of Clovercroft Road and Oxford Glen as follows:

EXPENDITURES

Highway Construction 131.68000-713 \$500,000

REVENUES

Highway Fund Balance 131.39000 \$500,000



County Commissioner Cheryl Wilson

COMMITTEES REFERRED TO AND ACTION TAKEN:

Highway Commission For _____ Against _____
Budget For 5 Against 0

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

Elaine Anderson, County Clerk

Houston Naron, Jr.
Commission Chairman

Rogers Anderson, County Mayor

Date