

Resolution No. 6-11-5
Requested by: Highway Superintendent

A RESOLUTION TO LOWER THE SPEED LIMIT ALONG A SECTION OF CLOVERCROFT ROAD IN WILLIAMSON COUNTY

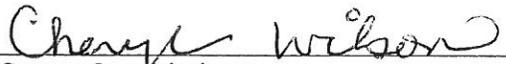
WHEREAS, pursuant to *Tennessee Code Annotated*, Section 55-8-153(d) the legislative body of any county is authorized to lower speed limits as it may deem appropriate on any county road within its jurisdiction and such county shall post the appropriate signs depicting the new speed limit; and

WHEREAS, due to the recent and current residential construction and the opening of a new school it has been determined that traffic will continue to increase creating urban characteristics of a portion of Clovercroft Road; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the citizens of Williamson County to lower the speed limit on a portion of Clovercroft Road extending from Wilson Pike to Tulloss Road from 40 miles per hour to 30 miles per hour:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this the 13th day of June, 2011, authorizes the reduction in the speed limit from 40 miles per hour to 30 miles per hour on a portion of Clovercroft Road, more specifically defined as the portion of road lying between Wilson Pike and Tulloss Road;

AND, BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners directs that new traffic signs be installed depicting the new speed limit.


County Commissioner

Committee Referred to and Action Taken:

Highway Commission	For <u>5</u>	Against <u>0</u>	
Budget Committee	For <u>5*</u>	Against <u>0</u>	*As Amended- Extend the lower
Commission Action Taken	For _____	Against _____	Pass _____ Against _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

*As amended - Extend the lower speed limit east 1/4 mile from Tulloss Rd.

RESOLUTION NO. 6-11-7
Requested by: Office of Public Safety Director

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH
WILLIAMSON COUNTY AMATEUR RADIO EMERGENCY SERVICES
FOR EMERGENCY COMMUNICATION COOPERATION AND SUPPORT**

- WHEREAS,** Williamson County, as a Tennessee governmental entity, has the authority to enter into memorandums of understanding for the cooperation with local nonprofit corporations to assist in the event of natural or manmade disasters; and
- WHEREAS,** Williamson County has an active Department of Emergency Communications, as well as an active and well trained Emergency Management Agency within its Office of Public Safety, who prepare and work to coordinate effective responses to emergencies and disasters in Williamson County; and
- WHEREAS,** Williamson County Amateur Radio Emergency Services, ("WCARES"), provides qualified, trained, and dedicated members who provide supplemental emergency communications and support services essential to efficiently and effectively provide disaster notifications; and
- WHEREAS,** Williamson County and WCARES desire to execute a Memorandum of Understanding to cooperate in the provision of supplemental emergency communication services in response to disasters; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to enter into a memorandum of understanding with WCARES to cooperate in the coordination of supplemental emergency communication activities in the event of man-made or natural disasters:
- NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners meeting on this the 13th day of June, 2011, authorize the County Mayor to enter into a Memorandum of Understanding, and any subsequent amendments, with the Williamson County Amateur Radio Emergency Services for cooperation in coordinating supplemental emergency communication activities in the event of man-made or natural disasters.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Law Enforcement and Public Safety	For <u>5</u>	Against <u>0</u>
Budget Committee	For <u>5</u>	Against <u>0</u>

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 6-11-11
Requested by: Commissioner Betsy Hester

RESOLUTION TO EXPRESS SUPPORT OF A REQUEST MADE TO THE UNITED STATES BOARD OF GEOGRAPHICAL NAMES TO NAME A SUMMIT IN WILLIAMSON COUNTY "FINNEGANS KNOB"

WHEREAS, the United States Board of Geographical Names is responsible for standardizing and approving geographical names for use by the Federal government prior to inclusion on Federal maps; and

WHEREAS, the Board of Geographical Names places great weight on the opinion of local governments whose jurisdiction a request concerns; and

WHEREAS, Ms. Claudia Finnegan submitted a request to the Board of Geographical Names to name a summit located approximately 8.5 miles southwest of Franklin, adjacent to Sweeney Hollow Road, "Finnegan's Knob" after her deceased husband; and

WHEREAS, Mr. Finnegan was a resident of Williamson County who was active in the Leiper's Fork community, a church leader and community advocate; and

WHEREAS, the Williamson County Board of Commissioners desires to express its support to the Board of Geographical Names for the naming of the summit "Finnegans Knob;"

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Williamson County, meeting in regular session this the 13th day of June, 2011, by adoption of this resolution expresses its support to the Board of Geographical Names to name a summit located approximately 8.5 miles southwest of Franklin, adjacent to Sweeney Hollow Road, "Finnegan's Knob;"

AND, BE IT FURTHER RESOLVED, that a copy of this resolution along with a completed recommendation form be forwarded to the United States Board of Geographical Names.



Commissioner Betsy Hester

COMMITTEES REFERRED TO & ACTION TAKEN:

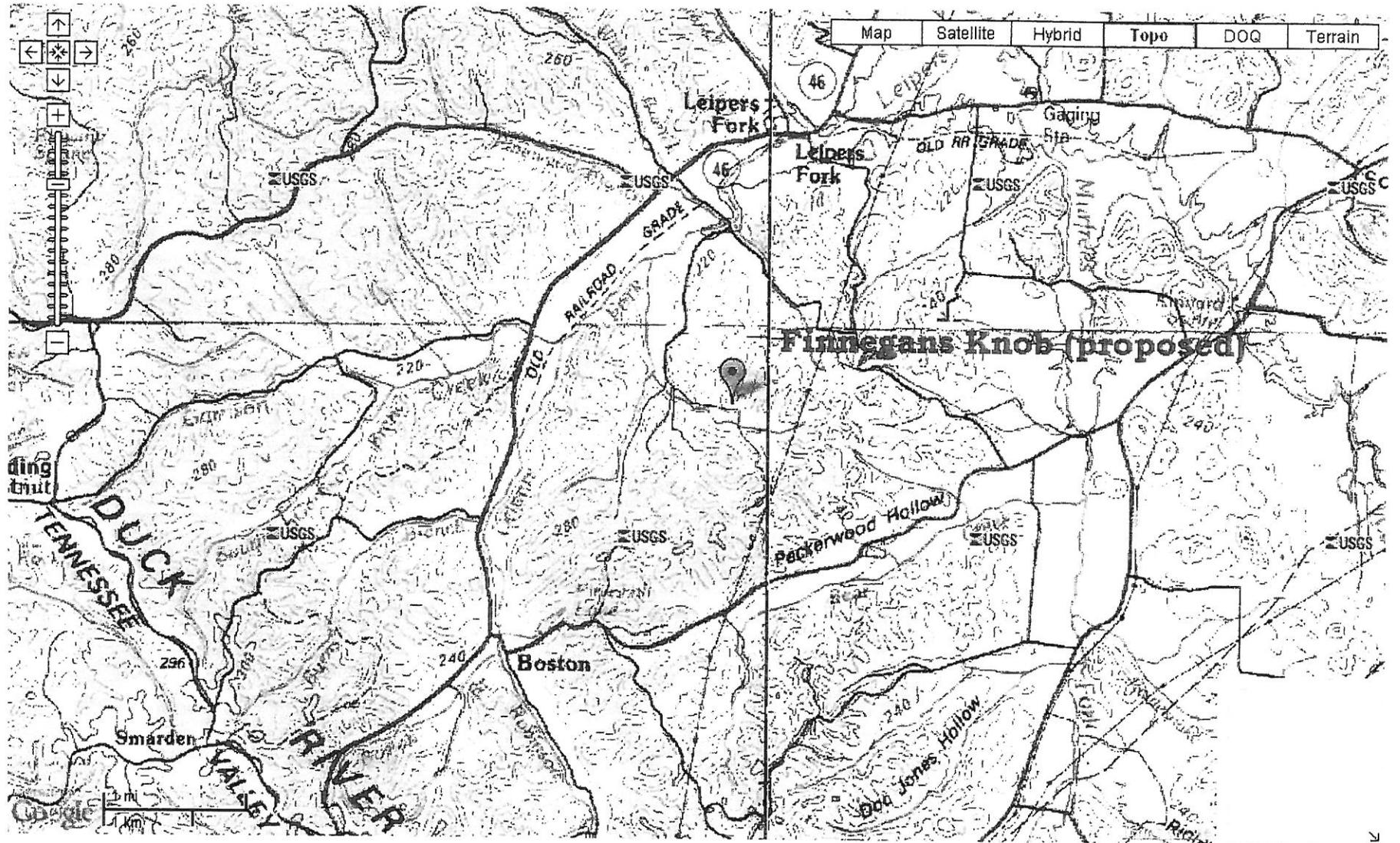
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date



Resolution No. 6-11-2
Requested by: Parks & Recreation Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2010-11
PARKS & RECREATION BUDGET BY \$5,000 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Tennessee Futbol Club is a Williamson County association that utilizes the soccer fields of the Parks and Recreation Department, and;

WHEREAS, this organization would like to contribute to the maintenance of those soccer fields with a donation of \$5,000, and;

WHEREAS, these funds were not anticipated during the 2010-11 budget preparation process;

NOW, THEREFORE, BE IT RESOLVED, that the 2010-11 Parks & Recreation budget be amended, as follows:

EXPENDITURES:

Lawn Products \$5,000
(101.56700.420)

REVENUES:

Donations \$5,000
(101.48610)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

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

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

RESOLUTION NO. 6-11-4
Requested by: Board of Education

**RESOLUTION APPROPRIATING IN THE 2010-11 GENERAL PURPOSE SCHOOL BUDGET
\$27,436 ADDITIONAL FEDERAL FUNDS FOR PERSONNEL EXPENDITURES FOR THE
BOARD'S ADULT EDUCATION PROGRAM**

WHEREAS, Williamson County Board of Education receives a federal grant through the state for the adult education program to administer an adult education program in Williamson County; and

WHEREAS, there is a carryover amount from the prior year in the amount of \$27,436 for the EL Civics Grant that will be used for personnel and materials and supplies ; and

WHEREAS, no additional local funds will be necessary;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on June 13, 2011 approve and amend the 2010-2011 General Purpose School Fund budget as follows:

Revenue		
141.46590.G4931	State Portion - ELL	\$ 6,859
141.47120.G4931	Federal Portion ELL	20,577
Expenditure		
141.71600.511600.G4931		\$22,548
141.71600.520100.		1,397
141.71600.520400		2,040
141.71600.521200		330
141.71600.542900		1,121
Total		<hr/> \$27,436


Commissioner Mary Brockman

Committees Referred to and Action Taken

School Board	Yes <u>12</u>	No <u> </u>
Education	Yes <u> 7</u>	No <u> 0</u>
Budget	Yes <u> 5</u>	No <u> 0</u>
Commission	Yes <u> </u>	No <u> </u>

Elaine Anderson-County Clerk

Jack Walton - Commission Chairman

Rogers Anderson-County Mayor

Date

Resolution No. 6-11-9
Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2010-11
COUNTY COMMISSION TAX RELIEF FOR THE ELDERLY BUDGET
BY \$100,000 - REVENUES TO COME FROM
UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, resolution 7-96-10 was implemented by the Williamson County Board of Commissioners establishing a Tax Relief Program for elderly citizens in Williamson County;

WHEREAS, said resolution was modified in May, 2004, to maximum annual income level for participants qualifying for the program to \$26,000; and,

WHEREAS, currently, the number of participants qualifying for this program for the 2010-11 fiscal year is currently exceeding budgeted projections;

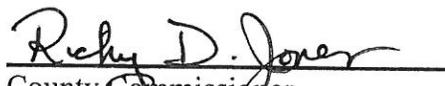
NOW, THEREFORE, BE IT RESOLVED, the 2010-11 County Commission budget amended, as follows:

EXPENDITURES:

Tax Relief Program \$ 100,000
(101.51100.540)

REVENUES:

Unappropriated County General Funds \$ 100,000
(101.39000)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee: For 4 Against 0 Pass Out

Budget Committee: For 5 Against 0 Pass Out

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2010-11 SOLID WASTE/SANITATION BUDGET BY \$17,140 FOR EXPENSES RELATED TO THE LIVING GREEN EXPO-REVENUE TO COME FROM RENTALS AND SPONSORSHIP FEES

WHEREAS, Keep Williamson Beautiful conducted a Living Green Expo last year and sold booth rentals and received sponsorship donations; and,

WHEREAS, these funds were not anticipated during the 2010-11 budget preparation process and need to be appropriated to offset expenses incurred with the expo;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 13th day of June, 2011, amends the Solid Waste/Sanitation budget as follows:

Expenditures: \$17,140.00
Other Charges/Living Green Expo
(116.55710.599.002)

Revenues: \$17,140.00
Other Local Revenues
(116.44990)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 6-11-15
Requested by **County Health Director**

**RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO ENTER INTO A CONTRACTUAL AGREEMENT FOR THE
PROVISION OF DENTAL SERVICES AT THE W. C. HEALTH DEPARTMENT
IN AN AMOUNT NOT TO EXCEED \$138,000**

WHEREAS, Williamson County is the recipient of up to \$138,000 reimbursement funding from the State of Tennessee, Department of Public Health; and,

WHEREAS, said grant funding is to be utilized to provide a full-time Dentist and Dental Assistant at the Williamson County Health Department; and,

WHEREAS, the reimbursement represents a partnership between the State of Tennessee and Williamson County; and,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session, this the 13th day of June, 2011, hereby authorizes the County Mayor to execute a contract and any subsequent amendments with the State of Tennessee, and Williamson Medical Center for the provision of dental services at the W. C. Health Department; and,

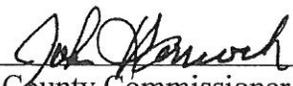
BE IT FURTHER RESOLVED, that the grant funding will be incorporated into the 2011-12 Health Department budget, as follows:

EXPENDITURES:

Contracts w/Gov't Agencies \$ 138,000
(101.55110.309)

REVENUES:

State Grant Funds-Health Dept. \$ 138,000
(101.46980.010)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 5 Against 0
Public Health Committee _____ For 7 Against 0

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

Elaine Anderson, County Clerk

Jack Walton, Jr., Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-11-18
Requested by: Circuit Court Clerk

**RESOLUTION APPROPRIATING AND AMENDING THE 2010-11
CIRCUIT COURT CLERK'S BUDGET BY \$4,000 - REVENUES
TO COME FROM RESERVE ACCOUNT**

WHEREAS, the Circuit Court Clerk's Office is in need of various video equipment for the courtrooms to enable video connection with State prison facilities to reduce inmate travel for court appearances; and,

WHEREAS, there are reserve funds available for the purchase of this equipment which are derived from filing fees;

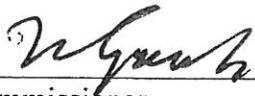
NOW, THEREFORE, BE IT RESOLVED, that the 2010-11 Circuit Court Clerk's Office budget be amended, as follows:

EXPENDITURES:

Office Equipment \$ 4,000
(101.53100.719)

REVENUES:

Reserve Automation - General Sessions Criminal \$ 4,000
(101.34163)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For 5 Against 0
_____ For _____ Against _____

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

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-11-19
Requested by: Highway Superintendent

RESOLUTION AMENDING THE 2010-2011 HIGHWAY DEPARTMENT AND CAPITAL PROJECTS BUDGETS TO APPROPRIATE UP TO \$650,000 FOR HIGHWAY EQUIPMENT PURCHASES – REVENUES TO COME FROM UNAPPROPRIATED HIGHWAY FUND BALANCE

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the 2010-11 Highway and Capital Projects budgets be amended, as follows:

EXPENDITURES:

Capital Projects-Highway Equipment \$ 650,000
(171.91200.714.001)

TRANSFERS IN

(171.49800) \$ 650,000

REVENUES:

Highway Fund Balance \$ 650,000
(131.39000)

TRANSFERS OUT

(131.99100.590) \$ 650,000



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For 5 Against 0
Budget Committee For 5 Against 0

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-11-20
Requested by Highway Superintendent

**RESOLUTION AMENDING THE 2010-2011 HIGHWAY DEPARTMENT BUDGET
AND APPROPRIATE UP TO \$150,000 FOR REPLENISHMENT OF ROAD
SALT - REVENUES TO COME FROM UNAPPROPRIATED
HIGHWAY FUND BALANCE**

WHEREAS, the W. C. Highway Department maintains county roads during inclement weather conditions,

WHEREAS, the Highway Department has added additional capacity to store salt for the upcoming inclement weather,

WHEREAS, purchasing salt now will allow the department to receive a more competitive price per ton;

NOW, THEREFORE, BE IT RESOLVED, that the 2010-11 Highway budget be amended, as follows:

EXPENDITURES:

Salt
(131.62000.444) \$150,000

REVENUES:

Highway Fund Balance \$150,000
(131.39000)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission _____ For 5 Against 0
Budget Committee _____ For 5 Against 0

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers C. Anderson - County Mayor

Date

Late-Filed Resolution No. 6-11-22
Requested by: Budget Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2010-11
MEDICAL EXAMINER'S BUDGET BY \$19,600 -REVENUES
TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUNDS**

WHEREAS, Williamson County contracts with Forensic Medical Management to provide autopsies for the Medical Examiner; and,

WHEREAS, the 2010-11 budget was based on a total of 44 cases for the year; and,

WHEREAS, through the month of May, 2011, Williamson County has experienced 51 deaths requiring autopsies and it appears to be advantageous to budget for the possibility of an additional 14 cases for the month of June, at an average cost of \$1,400, including supplies;

NOW, THEREFORE, BE IT RESOLVED, that the 2010-11 Medical Examiners budget be amended, as follows:

EXPENDITURES:

Autopsies (101.54610.399)	\$ 10,500
Medical Supplies (101.54610.413)	<u>9,100</u>
	\$19,600

REVENUES:

Unappropriated County General Funds (101.39000)	\$ 19,600
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County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson-County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

LATE FILED

Resolution No. 6-11-23

Requested by: Property Assessor

RESOLUTION APPROPRIATING AND AMENDING THE 2010-11 PROPERTY ASSESSOR'S BUDGET BY \$3,000.00 - REVENUES TO COME FROM UNDESIGNATED FUND BALANCE

WHEREAS, the five year property re-appraisal conducted by the Property Assessor's office during the 2010-11 fiscal year has necessitated Board of Equalization meetings that exceed the number that are usually held; and

WHEREAS, the number of meetings has exceeded the budgeted funds; and

WHEREAS, it is necessary to appropriate additional funds in order to compensate the Board of Equalization members for their attendance at these meetings.

NOW, THEREFORE, BE IT RESOLVED, that the Property Assessor's 2010-11 budget be amended, as follows:

REVENUES:

General Fund - Undesignated Fund Balance \$ 3,000
(101.39000)

EXPENSES:

Board of Equalization
Board & Committee Member Fees \$ 3,000
(101.51210.191)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee _____ For ____ Against ____

_____ For ____ Against ____

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

Elaine Anderson County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 6-11-1
Requested by Commissioner Beathard

RESOLUTION ADOPTING A PLAN FOR THE CREATION AND USE OF AN INTERNET FORUM FOR THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, Williamson County, as a Tennessee governmental entity, is subject to *Tennessee Code Annotated, Section 8-44-101 et. seq.*, ("Open Meeting Act"), which requires that meetings of a public governing body are to be conducted in a public setting and provide notice to the public of the meeting; and

WHEREAS, recently the Tennessee General Assembly amended the Open Meeting Act to provide the ability to a public body to create a procedure that would allow an internet forum for which the members of the public body can communicate with one another without violating the Open Meeting Act; and

WHEREAS, *Tennessee Code Annotated, Section 8-44-109*, requires a public body to adopt a plan meeting the requirements set forth in the statute prior to establishing a public forum; and

WHEREAS, the Board of Commissioners desires to adopt the plan to create a public internet forum that would permit commissioners a venue to discuss issues facing the board and to direct the county attorney to send the plan to the Tennessee Comptroller of the Treasury Office of Open Records Counsel:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of June, 2011, by a majority vote adopts the following plan for a public forum:

Section 1.

That the Williamson County Board of Commissioners will host an internet forum on an internal server through the Williamson County Information and Technology Department, ("IT Department"). This server will be available at all times other than that which is necessary for technical maintenance or unforeseen technical limitations. It is estimated that the server will be available over 95 % of the time based on the IT Department's experience with its present web server. Said server will be replaced as needed.

Section 2.

The IT Department Director shall assign one monitor and an alternate monitor to be responsible for maintaining and monitoring the forum to ensure that it functions properly without deleting or editing any comment posted. The name and work contact information shall be included on the webpage.

Section 3.

A link to the forum will be published on the Williamson County, Tennessee web page located at <http://www.williamsoncounty-tn.gov> with a contact email address and phone number to report problems.

Section 4.

Passwords will be changed by the IT Department on a semiannual basis. All passwords will require at least six letters. The IT Department will inform the Commissioners participating in the forum of the new passwords before the passwords are changed.

Section 5.

All communication will remain on the active page for at least one year. At a minimum of once quarterly the IT Department will archive and remove postings that have been on the forum for over one year. The server shall be backed up no less than on a weekly basis.

Section 6.

The program will consist of 2 types of user accounts. The monitor(s) will be given an administrator account and participating County Commissioners will be given a participant account. Only members of the Williamson County Board of Commissioners shall have access to the forum to post comments. The participating accounts shall provide a County Commissioner with the ability to post new forum topics and to create and post comments to forum topics. County Commissioners shall not have the ability to delete topics or comments from the forum. Administrator accounts will have the capability of modifying, adding, or changing accounts and their passwords. The monitor will have the capability of deleting topics and related comments that have been in existence for more than one year. The monitor shall not delete any topics or the related comments that have had comments posted within one year of the date of termination.

Section 7.

Members of the Board of Commissioners shall be required to first accept the "Terms of Use Agreement" prior to obtaining a password to permit the member to post on the forum. It shall be agreed by each County Commissioner that the forum is for information and to exchange ideas. No votes or other acts of finality shall be taken by any of the participants.

Section 8.

Free public access to the forum will be available at the Williamson County Public Library located in Franklin, Tennessee, as well as a computer located in the IT Department. The Library will provide at least one computer that anyone can use to access the forum without showing a library card. However, users will have to otherwise comply with the Library's computer use guidelines.

Section 9.

The Williamson County Board of Commissioners acknowledges that the forum cannot be operative until the Office of Open Records Counsel issues a Report of Compliance.

Section 10.

Prior to commencing use of the forum, the Williamson County Board of Commissioners shall conduct a public hearing relative to its intent to utilize the forum. A copy of the public comments shall be kept on record for public inspection.

Section 11.

Public notice shall be provided in a newspaper of general circulation and on its webpage stating that the Williamson County Board of Commissioners intends to use the electronic forum and the link to the forum will be placed in the same source used to notify the public of its public meetings. As long as the Williamson County Board of Commissioners chooses to utilize an internet forum, it will fulfill its statutorily set responsibilities regarding that use. Failure by the Williamson County Board of Commissioners to fulfill its ongoing responsibilities will render the Report of Compliance void. If the Williamson County Board of Commissioners determines that it is no longer going to utilize the forum, notification will be given to both the public in the same manner as was given for its creation and the Tennessee Office of Open Records Counsel.

BE IT FURTHER RESOLVED, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk to forward this resolution to the Tennessee Office of Open Records Counsel;

AND BE IT FURTHER RESOLVED, that this resolution shall be in force and become effective upon passage and satisfaction of all requirements, the public welfare requiring it.



Brian Beathard-County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Library Board of Trustees</u>	For _____	Against _____
<u>Rules Committee</u>	For _____	Against _____
<u>Budget Committee</u>	For <u>5</u>	Against <u>0</u>

Commission Action Taken For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 6-11-6
Requested by: Sheriff's Department

**RESOLUTION AUTHORIZING THE COUNTY MAYOR
TO EXECUTE A CONTRACT BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION & WILLIAMSON COUNTY FOR A
TRASH COLLECTING GRANT FOR FISCAL YEAR 2011-2012**

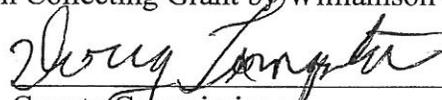
WHEREAS, Williamson County intends to apply for a Litter and Trash Collecting Grant from the Tennessee Department of Transportation; and,

WHEREAS, the contract for 2011-2012 will impose certain legal obligations upon Williamson County; and,

WHEREAS, the 2011-2012 County General budget reflects revenues and expenditures for this program;

NOW, THEREFORE, BE IT RESOLVED, by the Legislative Body of Williamson County, meeting in regular session this the 13th, day of June, 2011, that the County Mayor of Williamson County is authorized to apply on behalf of Williamson County for a Litter and Trash Collecting Grant for 2011-2012 from the Tennessee Department of Transportation; and,

BE IT FURTHER RESOLVED, that should said application be approved by the Tennessee Department of Transportation, then the County Mayor of Williamson County is authorized to execute contracts or other necessary documents and/or subsequent amendments, which may be required to signify acceptance of the Litter and Trash Collecting Grant by Williamson County.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enfct/Public Safety Cmte. For 5 Against 0
Budget Committee For 5 Against 0

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

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-11-8
Requested by the County Mayor's office

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

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

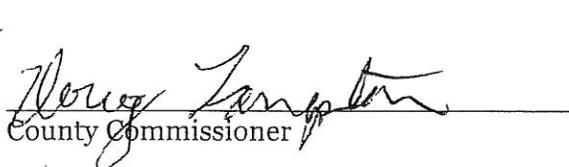
WHEREAS, the City provides fire fighting and emergency response services within its jurisdiction; and

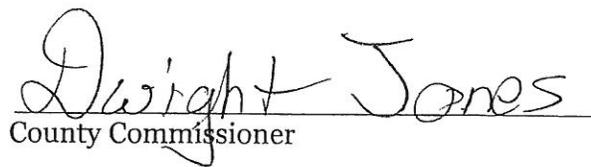
WHEREAS, the County does not provide County wide fire fighting and protection services; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of June, 2011, hereby authorizes the County Mayor to execute the interlocal agreement with the City of Fairview, as well as any subsequent amendments which do not materially alter the agreement terms, and all other related documents reasonably required to fulfill the intent of this resolution.


County Commissioner


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee For 5 Against 0

Budget Committee For 5 Against 0

Commission Action Taken For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY
AND THE CITY OF FAIRVIEW FOR THE PROVISION OF FIRE FIGHTING SERVICES**

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between WILLIAMSON COUNTY, TENNESSEE, ("County"), a political subdivision of the State of Tennessee, located at 1320 West Main Street, Franklin, Tennessee, 37064, and the CITY OF FAIRVIEW, ("City"), a municipal government, located at 7100 City Center Circle, Fairview, Tennessee, 37062, to establish the terms and financial responsibilities for the provision of fire fighting services.

RECITALS

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

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

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

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

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to clearly define the contractual responsibilities and financial obligations of the City and County for the provision of fire fighting, emergency response, and other emergency and non-emergency services.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

III. Provision of Fire Fighting and Protection Services. The City agrees to provide, on a continuing basis, fire fighting and prevention services, emergency response services, and other emergency and non-emergency services, ("Services"), to the citizens of Williamson County Fire and Rescue District 15. The City warrants that it shall achieve and maintain an Insurance Services Office Fire Class Rating of class nine for the entire term of this Agreement. If the City has not achieved a Fire Class Rating of class nine or better at the time of execution of this Agreement, City shall achieve said class within 6 months from the date of execution of this Agreement.

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

V. Term. The initial term of this Agreement shall be for a period of 3 years which shall begin July 1, 2011 and end on June 30, 2014. The parties may agree to extend the Agreement by written agreement for three additional 3 year terms.

VI. Payment by County. For the provision of the Services for the fiscal year 2011-2012, County shall pay an annual fee of \$71,921.00 to the City as authorized by TCA Section 5-9-101(23). The parties agree that the annual fee paid by the County to the City shall be set on an annual basis and shall equal the amount for which the Williamson County Board of Commissioners appropriates for the particular fiscal year. The County shall pay the annual fee to the City in four equal quarterly payments. The County shall not be obligated to pay any fees in excess of the budgeted amount. All payments are strictly conditioned on the City providing the Services.

VII. Termination.

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

- b. **Termination for Convenience.** City or County may terminate this contract at any time upon 30 days written notice to the other party. Such termination shall not affect in any manner any prior existing obligations between the parties.

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

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

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

XI. General Terms.

a. **Choice of Law and Forum.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

b. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

County: **WILLIAMSON COUNTY, TENNESSEE**
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064
Attn: County Mayor

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

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

d. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

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

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

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

h. **Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

i. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

j. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

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

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

m. **Effective Date.** This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for the City and then by the authorized representatives of Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this contract shall be effective as of the date written below.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year written below.

ATTEST: WILLIAMSON COUNTY, TENNESSEE

BY: _____ BY: _____

DATE: _____ DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

ATTEST: CITY OF FAIRVIEW

BY: _____ BY: _____

DATE: _____ DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Fairview City Attorney

Resolution No. 6-11-10
Requested by: Commissioner Barnwell

RESOLUTION DECLARING ALL REAL AND PERSONAL PROPERTY OWNED BY WILLIAMSON COUNTY OR WILLIAMSON COUNTY HOSPITAL DISTRICT d/b/a/ WILLIAMSON MEDICAL CENTER FOR WHICH IT HAS THE AUTHORITY TO SELL AS SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO CONTRACT WITH A CONSULTANT TO ASSIST IN THE PROCESS TO SELL THE SURPLUS PROPERTY TO OBTAIN THE HIGHEST AND BEST PRICE

- WHEREAS,** pursuant to *Tennessee Code Annotated, Section, 5-14-108*, county owned property must first be declared as surplus by the local legislative body before it can be sold; and
- WHEREAS,** the Williamson County Hospital District, ("Hospital"), was created through the adoption of Chapter 107 of the 1957 Private Act; and
- WHEREAS,** it is the intent of the Williamson County Legislative Body, ("County Commission"), to maintain tax rates at their current rates and seek other means of lowering the county expenditures and level of debt; and
- WHEREAS,** after several years of operation under the conservative oversight of the Williamson County Hospital District Board, the value of the Hospital has increased significantly creating an opportunity to raise revenue by sale to lower Williamson County's debt while maintaining the current tax rates and eliminating any further liability from the operation of the Hospital; and
- WHEREAS,** after retiring the Hospital's debt, it is the intent of the County Commission to dedicate the excess proceeds from the sale of the surplus property to retire in the first interest Williamson County's general debt; and
- WHEREAS,** with the intent of raising revenue within the current tax structure, the County Commission finds it to be in the best interest of the County Commission to declare all real and personal property owned by Williamson County, Williamson County Hospital District and Williamson Medical Center which is related to the operation of the Hospital as surplus and seek the assistance of an experienced consultant to assist the County in selling the property to the highest and best party:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this the 13th day of June, 2011, declares all real and personal property owned by Williamson County, Williamson County Hospital District and Williamson Medical Center which is related to the operation of the Hospital for the provision of healthcare services, for which it has the authority to sell, as surplus;

AND BE IT FURTHER RESOLVED that the Williamson County Board of Commissioners authorizes and directs the Williamson County Mayor to seek proposals from experienced consultants to ensure the request for proposals to purchase the hospital complies with the 1957 Purchasing Act bidding requirements and to advise Williamson County in the sale of the surplus real and personal property to obtain the highest and best price.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee: For * Against _____ *Motion died for lack of second
Property Committee: For * Against _____ *Motion died for lack of second
Budget Committee: For * Against _____ *Motion died for lack of second
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

**RESOLUTION IN OPPOSITION TO THE SALE OF
WILLIAMSON MEDICAL CENTER**

- WHEREAS*, recent budget discussions and economic circumstances have led to discussion of a possible sale of Williamson Medical Center and using the proceeds for general County purposes; and
- WHEREAS*, Williamson County Hospital District d/b/a Williamson Medical Center was created by Private Act of the Tennessee legislature in 1957 for the benefit of Williamson County citizens ("Act"); and
- WHEREAS*, Williamson Medical Center is a valuable part of the infrastructure of Williamson County and contributes to the quality of life experienced by residents of Williamson County; and
- WHEREAS*, Williamson Medical Center is a well respected, financially sound hospital operating for the benefit of the citizens of Williamson County and is not responsible to stockholders or subject to the volatility of the financial markets; and
- WHEREAS*, Williamson Medical Center provides benefits to the community at large and Williamson County government such as subsidizing the county's emergency medical response services, providing a full-time physician for the county Health Department in Franklin and a part-time physician for the county Health Department in Fairview, and discounted services for jail inmates and the County and Board of Education workers' compensation program; and
- WHEREAS*, an independent, non-profit hospital best positions Williamson County and its residents in a changing health care environment; and
- WHEREAS*, the Board of Trustees of Williamson Medical Center has passed a resolution expressing concern that sale of Williamson Medical Center may produce conflict with the current employers of Medical Staff members who currently provide care to a large number of County residents; and
- WHEREAS*, the Board of Trustees of Williamson Medical Center has passed a resolution expressing concern that the sale of Williamson Medical Center will limit or eliminate current opportunities now possessed by the hospital to partner or cooperate with a number of locally established healthcare providers to provide new, quality services to the community; and
- WHEREAS*, the Board of Trustees of Williamson Medical Center wish to express its opinion and concerns as to the possible sale of Williamson Medical Center to the Williamson County Board of Commissioners and the negative effect it would have on the community as a whole.
- NOW, THEREFORE, BE IT RESOLVED*, that the Board of County Commissioners of Williamson County, meeting in regular session this 13th day of June, 2011, hereby affirmatively finds that Williamson Medical Center is not surplus property and is not for sale.

Steve Langston
County Commissioner

L. W. Pitt
County Commissioner

Judge Hebert
County Commissioner

Steve Smith
County Commissioner

Cheryl Wilson
County Commissioner

John Hancock
County Commissioner

E. W. Wallin
County Commissioner

Tom Bair
County Commissioner

Jack Walton
County Commissioner

Ray K. Knight
County Commissioner

July Hayes
County Commissioner

R. Green
County Commissioner

Arline H. Coaker
County Commissioner

May C. Brockman
County Commissioner

Andrew D. Jones
County Commissioner

Greg H. Davis
County Commissioner

County Commissioner

County Commissioner

County Commissioner

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN: (See attached list)

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

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Attachment to
Resolution No.

Committees Referred to & Action Taken:

Tax Study Committee: For 3 Against 0 Abstain 2 Pass ____ Out ____

Property Committee: For 6 Against 1 Abstain ____ Pass ____ Out ____

Public Health Committee: For 6 Against 1 Abstain ____ Pass ____ Out ____

Law Enforcement/
Public Safety Committee: For 7 Against 0 Abstain ____ Pass ____ Out ____

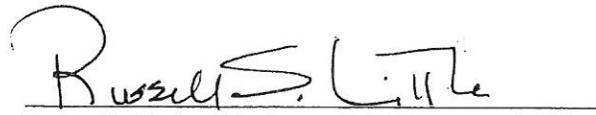
Budget Committee: For 4 Against 1 Abstain ____ Pass ____ Out ____



**RESOLUTION IN OPPOSITION TO THE SALE OF
WILLIAMSON MEDICAL CENTER**

- WHEREAS*, certain members of the Williamson County Board of County Commissioners have recently raised the issue of selling the Williamson Medical Center and using the proceeds for general county purposes; and
- WHEREAS*, Williamson County Hospital District d/b/a Williamson Medical Center was created by Private Act of the Tennessee legislature in 1957 for the benefit of Williamson County citizens (“Act”); and
- WHEREAS*, the Act provides that the Board of Trustees of Williamson Medical Center is vested with full, absolute and complete authority and responsibility for the operation of the Hospital District; and
- WHEREAS*, Williamson Medical Center is a well respected, financially sound hospital operating for the benefit of the citizens of Williamson County and is not responsible to stockholders or subject to the volatility of the financial markets; and
- WHEREAS*, Williamson Medical Center provides benefits to the community at large and Williamson County government such as subsidizing the county’s emergency medical response services, providing a full-time physician for the county Health Department in Franklin and a part-time physician for the county Health Department in Fairview, and discounted services for jail inmates and the workers’ compensation program; and
- WHEREAS*, it is the opinion of the Board of Trustees that sale of the hospital to a for-profit operator would result in reduced staffing and the loss of jobs in the community; and
- WHEREAS*, the Board is concerned that sale of Williamson Medical Center may produce conflict with the employers of Medical Staff members who currently provide care to a large number of county residents; and
- WHEREAS*, sale of Williamson Medical Center will limit or eliminate current opportunities now possessed by the hospital to partner or cooperate with a number of locally established healthcare providers to provide new, quality services to the community; and
- WHEREAS*, the Board of Trustees of Williamson Medical Center wish to express its opinion and concerns as to the possible sale of Williamson Medical Center to the Williamson County Board of Commissioners and the negative effect it would have on the community as a whole.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Williamson Medical Center, meeting in regular session this 28th day of April, 2011, hereby unanimously expresses its opposition to the sale of Williamson Medical Center.

A handwritten signature in black ink that reads "Russell S. Little". The signature is written in a cursive style with a large initial 'R' and a long horizontal stroke at the end.

Russell Little, Chairman
Board of Trustees
Williamson Medical Center

Resolution No. 6-11-13
Requested by: Solid Waste Department

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE
A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT**

- WHEREAS,** Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into lease agreements on such terms as approved by the Board of County Commissioners; and
- WHEREAS,** the County owns a material recovery facility which is currently being operated by Advanced Disposal Recycling Services under a lease agreement; and
- WHEREAS,** Advance Disposal Recycling Services has requested that the current lease agreement be assigned as authorized by Article XXII to BFI Waste Services, LLC, which is a subsidiary of Republic Services; and
- WHEREAS,** as condition to the consent to the assignment, Advance Disposal Recycling Services has agreed that it shall not be released from any liability accruing during the remaining period of the Lease; and
- WHEREAS,** the consent is also conditioned on a posting of a rental bond or certified check and agreeing to comply with all of the conditions and obligations contained in the original contract; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the County Mayor to execute the consent to assignment of the lease agreement:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of June, 2011, authorizes the Williamson County Mayor to execute the Consent to Assignment of the Lease Agreement, as well as all other related documents conditioned on Advance Disposal Recycling Services and BFI Waste Services, LLC complying fully with the conditions contained in the consent agreement.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Solid Waste Board	For <u> </u> Against <u> </u>
Property Committee	For <u> 7 </u> Against <u> 0 </u>
Budget Committee	For <u> 5 </u> Against <u> 0 </u>

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 6-11-16
Requested by the County Mayor's office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FAIRVIEW FOR THE PROVISION OF A HEALTHCARE CLINIC

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

WHEREAS, the County owns improved property located at 2629 Fairview Boulevard, Fairview, Tennessee currently being used as a healthcare clinic ("Clinic"); and

WHEREAS, the City and County are currently parties to an interlocal agreement to cooperate in the operation of the Clinic which expires on June 30, 2011; and

WHEREAS, the City and County have negotiated a new interlocal agreement to continue cooperating in the operation of the Clinic; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the best interest of the citizens of Williamson County to authorize the County Mayor to execute the interlocal agreement for the continued operation of the healthcare clinic located in Fairview:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 13th day of June, 2011, hereby authorizes the County Mayor to execute the interlocal agreement with the City of Fairview, as well as any subsequent amendments which do not materially alter the agreement terms, and all other related documents reasonably required to fulfill the intent of this resolution.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee	For <u>7</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 6-11-17
Requested by County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
CONTRACT WITH THE STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

- WHEREAS,** Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state and federal agencies for the joint provision of services to its citizens; and
- WHEREAS,** the State of Tennessee Department of Environment and Conservation is a State governmental entity that oversees the enforcement of vehicle emissions testing; and
- WHEREAS,** the State requires emissions testing for all automobiles in order to receive registration with the State, and the Williamson County Clerk coordinates with the State to verify that vehicles registered in Williamson County have had their emissions tested; and
- WHEREAS,** Williamson County agrees only to issue a certificate of registration or a registration plate to vehicles for individuals who provide a Certificate of Compliance verifying that the vehicle has passed an emissions test unless the vehicle is exempt under Tennessee law; and
- WHEREAS,** the cost of the emissions test is \$10.00 and the fee paid by the State of Tennessee to Williamson County for its verification services is 25¢ per registration renewal for vehicles requiring an emissions test; and
- WHEREAS,** the current contract with the State expires on June 30, 2011; and
- WHEREAS** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the contract with the State of Tennessee Department of Transportation:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of June, 2011, authorizes the Williamson County Mayor to execute a contract with the State of Tennessee Department of Environment and Conservation, as well as all other documents and subsequent amendments, for the enforcement of vehicle emissions testing.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission	For <u>5</u>	Against <u>0</u>		
Property Committee	For <u>7</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution No. 6-11-21
Requested by: County Mayor's Office

**RESOLUTION TO ESTABLISH AN INDEPENDENT AUDIT COMMITTEE
FOR WILLIAMSON COUNTY, TENNESSEE**

WHEREAS, *Tennessee Code Annotated* (T.C.A.) Section 9-3-405, encourages county governments to establish an independent Audit Committee to ensure internal control and compliance with government auditing standards and to provide guidance to correct all reported material weaknesses in internal control and material noncompliance;

WHEREAS, the Tennessee Comptroller of the Treasury (Comptroller) recommends that all county governments establish an Audit Committee as a best practice to assist the County Commission in oversight of the public funds and financial reporting process; and

WHEREAS, Williamson County realizes the need for increased transparency and accountability of public funds in today's current economic environment; and

WHEREAS, the Williamson County Board of Commissioners ultimately accepts its responsibility for ensuring that the County is meeting its internal control and financial reporting responsibilities as the steward of the public's money; and

WHEREAS, the Williamson County Board of Commissioners finds it to be in the best interests of Williamson County to establish an independent Audit Committee to provide independent review and oversight of the County's financial reporting processes and internal controls:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 13th day of June, 2011, hereby creates an independent Audit Committee and adopts the following procedures and guidelines:

SECTION 1. Pursuant to the provisions of *Tennessee Code Annotated, Section, 9-3-405*, the Williamson County Board of Commissioners hereby establishes an Audit Committee to provide independent review and oversight of the County's financial reporting processes and the County's internal controls, a review of the external auditor's report and follow up on management's corrective action, and compliance with laws, regulations, and ethics.

SECTION 2. The Audit Committee will consist of 3 members to be comprised of citizens of Williamson County. To insure the committee's independence and effectiveness, no Audit Committee member will be an elected official, employee, spouse of an official/employee, or person who has direct oversight of the expenditure of Williamson County's public funds or that comingles assets with an official/employee who has direct oversight of the expenditure of Williamson County's public funds. While committee members need not be accountants, they should possess sufficient knowledge and experience in finance, business, and accounting to discharge the committee's duties. The members of the Audit Committee shall be appointed by the Board of Commissioners to staggered 3 year terms. To establish staggered terms, the initial members of the committee shall be appointed so that one member serves a 1 year term, one member services a 2 year term and the remaining member shall serve a 3 year term. Thereafter all members shall be appointed to serve 3 year terms.

SECTION 3. That any member whose term has expired shall continue to serve until his successor or successors shall have been elected in the manner herein provided. In the event of the death or resignation of a member prior to the expiration of his term, his successor shall be elected to the unexpired term in accordance with the provisions hereof. Members shall be eligible for re-election.

SECTION 4. Meetings of the Audit Committee shall be held in accordance with the provisions of *Tennessee Code Annotated, Section 9-3-405*. Meetings shall be subject to the open meetings provisions of *Tennessee Code Annotated, Title 8, Chapter 44*, except that upon a majority vote of those members in attendance for the public portion of a meeting, the Audit Committee may close the meeting to the public to hold confidential, nonpublic executive sessions to discuss the following items as authorized in *Tennessee Code Annotated, Section 9-3-405*:

- (a) Items deemed not subject to public inspection under *Tennessee Code Annotated Sections 10-7-503 and 10-7-504*, and all other matters designated as confidential or privileged;
- (b) Current or pending litigation and pending legal controversies;
- (c) Pending or ongoing audits or audit related investigations;
- (d) Information protected by federal law; and
- (e) Matters involving the reporting of illegal, improper, wasteful, or fraudulent activity under *Tennessee Code Annotated, Section 9-3-406*, where the informant has requested anonymity.

SECTION 5. The committee will elect a chairman, vice-chairman, and secretary at its first meeting of the fiscal year. Meeting agendas will be prepared at the direction of the chairman and provided in advance to members along with appropriate briefing materials. Minutes of the Audit Committee meetings will be filed in the Office of the Williamson County Clerk.

SECTION 6. The committee may have access to the services of a financial expert, either through a committee member or an outside party engaged by the committee for this purpose. Such financial expert

should, through both education and experience, and in a manner specifically relevant to the County government sector, possess the following:

- (a) an understanding of generally accepted accounting principles and financial statements;
- (b) experience in preparing or auditing financial statements of comparable entities;
- (c) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves;
- (d) experience with internal accounting controls; and
- (e) an understanding of Audit Committee functions.

SECTION 7. The duties and responsibilities of the Audit Committee shall include but shall not be limited to the following:

- (a) To carefully review, upon completion of the County's annual audit, all audit findings in audit report and consult with the external auditors regarding any irregularities and deficiencies disclosed in the annual audit. The Audit Committee is empowered to meet with management to discuss audit findings and/or disagreements with the external auditors. The committee should ascertain that appropriate and timely corrective action has been taken by management to remedy any identified weaknesses. The committee should determine what corrective action, if any, should be recommended to the County Commission.
- (b) To consider the effectiveness of the internal control system, including information technology security and control, review the effectiveness of the system for monitoring compliance with laws and regulations, and review the process for communicating the County's ethics policies to County personnel and monitoring compliance therewith.
- (c) To establish a process by which employees, taxpayers, or other citizens may confidentially report suspected illegal, improper, wasteful or fraudulent activity under provisions of *Tennessee Code Annotated, Section 9-3-406*.
- (d) To annually present a written committee report detailing how it discharged its duties and any committee recommendations to the full Williamson County Board of Commissioners.

SECTION 8. The Audit Committee will be adequately funded by Williamson County to carry out the duties and responsibilities as set out in this Resolution and under applicable law.

SECTION 9. This resolution creating the duties and responsibilities of the Audit Committee has been submitted to the Comptroller prior to approval by this legislative body, and this resolution conforms to the report issued by the Comptroller.

SECTION 10. In the absence of a rule upon any subject not specifically adopted by the Audit Committee or required under applicable law, the Audit Committee will be governed by the latest edition of Robert's Rules of Order.

AND BE IT FURTHER RESOLVED, that this resolution shall take effect immediately upon its passage, the health, welfare, and safety of the residents of Williamson County requiring it.



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Audit Committee:	For <u> 3 </u>	Against <u> 0 </u>	Pass <u> </u>	Out <u> </u>
Budget Committee:	For <u> 5 </u>	Against <u> 0 </u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

(EstablishIndependentAuditCmte)