

RESOLUTION NO. 3-13-19
Requested by the County Mayor's Office

**RESOLUTION ACCEPTING A STATE RIGHT OF WAY LOCATED AT THE NORTHWEST
QUADRANT OF BENDING CHESTNUT ROAD AND THE BRIDGE OVER STATE ROUTE 840
AS PART OF THE COUNTY ROAD SYSTEM FOR MAINTENANCE BY THE
COUNTY HIGHWAY DEPARTMENT**

- WHEREAS,** during its February 9, 2009 commission meeting the Board of County Commissioners authorized the County Mayor to enter into an agreement with the Tennessee Department of Transportation ("TDOT") to assist TDOT with the construction of a portion of State Route 840; and
- WHEREAS,** the purpose of the agreement was to define the parties duties and responsibilities concerning cooperation in the construction of a portion of SR840; and
- WHEREAS,** the agreement provided that Williamson County would accept any existing TDOT highway frontage upon the completion of the SR840 project from the State subject to the approval by Williamson County; and
- WHEREAS,** TDOT has since completed the portion of SR840 which was opened to the public in November 2012; and
- WHEREAS,** TDOT has provided notice to Williamson County that it is turning over a State right of way referenced as Frontage A located in the northwest quadrant of Bending Chestnut Road and the bridge over SR840 which is more specifically described in the description provided in Attachment A; and
- WHEREAS,** *Tennessee Code Annotated, Section 12-2-112* provides that TDOT may convey the State's interests in property obtained for highway purposes to a local governmental body if the property is used for a public purpose; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to accept the property from TDOT referenced as Frontage A to be used for a public purpose:

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Board of County Commissioners, meeting in regular session on the 11th day of March, 2013 hereby accepts a section of right-of-way property referenced as Frontage A located in the northwest quadrant of Bending Chestnut Road and the bridge over SR840 as provided in *Tennessee Code Annotated, Section 12-2-112* to comply with its contractual obligations to the Tennessee Department of Transportation;


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission:	For ____	Against ____	Pass ____	Out ____
Budget Committee	For <u>4</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

ATTACHMENT RESOLUTION NO. 3-13-19

To: David Abbott – TDOT Construction

Date: January 23, 2013

State Route 840

Contract No. CNJ043

Project No. 94840-3233-04

**Description of Frontage Road "A" South of State Route 840 on
Bending Chestnut Road**

Beginning at a point South of SR-840 in the west right of way of Bending Chestnut Road meandering West with the right of way fence of State Route 840 to a right of way marker at the corner of Tract 137, tax map 100, parcel 20, deed book 232, page 952; thence North 82° 43' 59" West 116.84 feet to a right of way marker; thence South 20° 9' 50" East 1076.19 feet to a point at the corner of a permanent drainage easement; thence South 73° 34' 49" West 247.29 feet to a point; thence South 37° 18' 21" East 160.55 feet to a point; thence North 53° 42' 08" East 207.61 feet to a point; thence South 22° 37' 44" East 150.28 feet to a right of way marker; thence South 7° 58' 00" East 409.72 feet to a point; thence South 7° 57' 50" East 31.98 feet to a point; thence South 8° 00' 30" East 168.19 feet to a right of way marker; thence North 54° 15' 41" East 229.18 feet to a right of way marker in the west right of way of Bending Chestnut; thence North 23° 12' 09" East to the point of beginning.

RESOLUTION NO. 3-13-17

Requested by: Planning Department

**A RESOLUTION TO AMEND THE ZONING ORDINANCE TEXT, ORIGINALLY ADOPTED
MAY 14, 2012, AS IT RELATES TO THE
INSPECTION OF NON-TRADITIONAL WASTEWATER
COLLECTION SYSTEMS**

- WHEREAS,** on May 14, 2012, the Board of County Commissioners adopted the Update to the Zoning Ordinance ("2013 Zoning Ordinance") and Official Zoning Map, and established an effective date of January 1, 2013; and
- WHEREAS,** the 2013 Zoning Ordinance requires the applicant to demonstrate that the Tennessee Department of Environment and Conservation ("TDEC") has confirmed the installation of Non-Traditional Wastewater Collection Systems in order for the Performance Bond securing these improvements to be converted to a Maintenance Bond; and
- WHEREAS,** TDEC has indicated it lacks sufficient personnel to conduct such inspections; and
- WHEREAS,** this amendment would remove the requirement that TDEC conduct such inspections; and
- WHEREAS,** the design engineer and utility provider will still be required to confirm the system's satisfactory installation; and
- WHEREAS,** at their February 6, 2013 meeting, the Williamson County Water and Wastewater Authority reviewed this proposed amendment, which is attached hereto and incorporated herein, and has unanimously recommended approval of same; and
- WHEREAS,** on February 14, 2013, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment; and
- WHEREAS,** based upon its consideration of all the information, public comment and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendment as presented; and
- WHEREAS,** the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the 2013 Zoning Ordinance as recommended by the Regional Planning Commission; and
- WHEREAS,** due notice has been published and a public hearing has been held as required by the Tennessee Code Annotated, Title 13, Chapter 7, Part 1.
- NOW, THEREFORE, BE IT RESOLVED,** that the Williamson County Board of Commissioners at its regular meeting on this the 11th day of March, 2013, after conducting the public hearing as required by law, hereby adopts the amendment to the 2013 Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.
- NOW, THEREFORE, BE IT FURTHER RESOLVED,** that the amendment will be effective and enforced on this the 11th day of March, 2013.


County Commissioner


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Water and Wastewater Authority: For: 5 Against: 0

Regional Planning Commission: 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. 3-13-18

Requested by: **Planning Department**

**A RESOLUTION TO AMEND THE ZONING ORDINANCE TEXT,
ORIGINALLY ADOPTED MAY 14, 2012, AS IT RELATES TO SETBACKS
FOR NONCONFORMING LOTS**

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

WHEREAS, the 2013 Zoning Ordinance does not currently contain provisions related to setbacks for nonconforming lots; and

WHEREAS, this proposed amendment will govern the setbacks for such lots based upon whether the lot was platted, un-platted, or created prior to the enactment of zoning regulations; and

WHEREAS, on February 14, 2013, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and


WHEREAS, based upon its consideration of all the information, public comment and its own Public Hearing, the Williamson County Regional Planning Commission has recommended the adoption of the amendment as presented; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 11th day of March, 2013, after conducting the public hearing as required by law, hereby adopts the amendment to the 2013 Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective and enforced on this the 11th day of March, 2013.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: 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. 3-13-2
Requested by: Parks & Recreation Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
PARKS & RECREATION BUDGET BY \$83,092.25 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Parks & Recreation Department has received donations totaling \$83,092.25 from Community Associations to be utilized to offset the hiring and scheduling of referee's and supervisors that work at the various associations's basketball league; and

WHEREAS, a portion of these donations are to help offset the cost of player awards; and

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

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

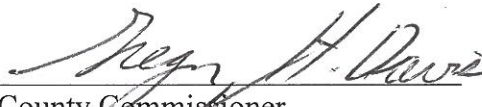
EXPENDITURES:

Part-time Officials **\$58,912.25**
(101.56700.169.001)

Other Supplies/Youth **24,180.00**
(101.56700.499.002) **\$83,092.25**

REVENUES:

Donations **\$83,092.25**
(101.48610.004)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Commission Action Taken: For Against Pass Out

Elaine Anderson, County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - Mayor

Date

Resolution No. 3-13-3
Parks & Recreation Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
PARKS & RECREATION BUDGET BY \$1,475 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Parks & Recreation Department has received donations totaling \$1,475 to be utilized to offset expenses for special events hosted by the department throughout the year; and

WHEREAS, these funds were not anticipated during the budget preparation process; and

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

EXPENDITURES:

Other Charges/Special Events
(101.56700.599) \$1,475

REVENUES:

Donations \$1,475
(101.48610.004)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee For Against
Budget Committee For 4 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. 3-13-4
Requested by: BOARD OF EDUCATION

RESOLUTION APPROPRIATING \$75,000 ADDITIONAL DOLLARS FROM THE GENERAL PURPOSE
SCHOOL FUND'S UNAPPROPRIATED FUND BALANCE FOR SRO OFFICERS

WHEREAS, the Board of Education has received a grant for many years from the state which is used along with county funds to fund the SRO program at the high school; and

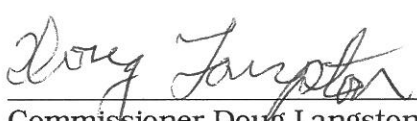
WHEREAS, the amount of funding from the state continues to decrease each year; and

WHEREAS, there is a need for additional money to reimburse the county for the SRO officers at the high school; and

WHEREAS, this was not anticipated during the budget process so that it could be a part of last year's budget and we will use fund balance for this added expense;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on March 11, 2013 approve and amend the 2012-13 General Purpose School Fund budget as follows:

Revenue		
141.39000	Fund Balance	\$75,000
Expenditure		
141.72130.530900.	Contracts with Govt Agencies	\$75,000
381.G2280		


Commissioner Doug Langston

Committees Referred to and Action Taken		
School Board	Yes <u>12</u>	No <u> </u>
Education	Yes <u>6</u>	No <u>0</u>
Budget	Yes <u>4</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. 3-13-5
Requested by: BOARD OF EDUCATION

RESOLUTION AUTHORIZING \$200,000 FROM GENERAL PURPOSE SCHOOL FUND BALANCE FOR ROOF REPAIR
AT RAVENWOOD HIGH SCHOOL

- WHEREAS, due to the recent wind storms in Williamson County , there is a need to repair a portion of the roof damaged by the winds at Ravenwood High School; and
- WHEREAS, it is estimated that the cost of the replacement will be approximately \$140,000; and
- WHEREAS, the county has a reinsurance policy that pays in excess of \$100,000 per incident and therefore, the Board would be responsible for the first \$100,000 towards this repair; and
- WHEREAS, the county self-insurance fund will reimburse for this claim; however, the board is invoiced for the claim by the county to reimburse the self-insurance fund; and
- WHEREAS, this claim is greater than a normal years need against the account that pays for these reimbursements and there is a need to ensure this accounts sufficiency through year end; and
- WHEREAS, this was an unanticipated expense and can be paid with the General Purpose School Fund unappropriated fund balance:

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on March 11, 2013 amend the 2012-2013 General Purpose School Fund budget as follows:

Revenue		
141.39000	Unappropriated Fund Balance	\$200,000
Expenditure		
141.72610.550200.510	Building and Content Insurance	\$200,000


Commissioner Doug Langston

Committees Referred to and Action Taken
School Board
Education
Budget
Commission

Yes_12__	No__
Yes_6__	No_0__
Yes4__	No_0__
Yes__	No__

Elaine Anderson-County Clerk

Jack Walton – Commission Chairman

Rogers Anderson-County Mayor

Date

RESOLUTION NO. 3-13-6

Requested by: Board of Education

**RESOLUTION AMENDING THE 2012.2013 GENERAL PURPOSE SCHOOL BUDGET \$255,500 FOR
ADDITIONAL SPECIAL EDUCATION EXPENSES FROM UNAPPROPRIATED FUND BALANCE**

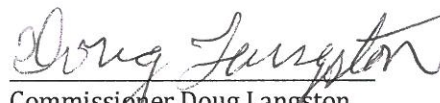
WHEREAS, the student support services department has estimated there is a need to increase the amount for contracted services for special education students; and

WHEREAS, the increases are needed based on the student population and their needs for this fiscal school year; and

WHEREAS, these expenses were not anticipated during the normal budgeting cycle and therefore, unappropriated surplus can be used to finance this need.

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on March 11, 2013 approve and amend the 2012-2013 General Purpose School Fund budget in the following manner:

Revenue	Unappropriated Fund Balance	\$255,500
141.39000		
Expenditure		
141.71200.539900	Contracted services	8,500
141.71200.531200	Contracts with Private Agencies	231,000
141.72200.539900	Contracted Services	16,000
	Total	\$255,500


Commissioner Doug Langston

Committees Referred to & Action Taken

1. School Board	Yes <u>12</u> No <u> </u>
2. Education	Yes <u>6</u> No <u>0</u>
3. Budget	Yes <u>4</u> No <u>0</u>
COMMISSION ACTION TAKEN:	Yes <u> </u> No <u> </u>

Elaine Anderson - County Clerk

Jack Walton - Commission Chairman

Date

Rogers Anderson - County Mayor

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RESOLUTION TRANSFERRING FUNDS BETWEEN MAJOR CATEGORIES FOR CERTAIN SALARY ACCOUNTS
IN THE 2012-2013 GENERAL PURPOSE SCHOOL FUND

WHEREAS, an analysis of all salary account codes for professional and classified salaries has been completed to ensure sufficient funds are budgeted in each account which represents the current salaries of employees coded to those accounts; and

WHEREAS, due to various reasons such as a new employee entering a position or a current employee transferring to other positions within the district during the current year ,the desire to place amounts paid for services in fewer accounts for transparency purposes, and vacation payouts for retiring personnel these transfers are needed; and

WHEREAS, there are sufficient funds in the salary account codes where they were budgeted to transfer them to the various accounts and therefore, no new funds are necessary; and

WHEREAS, no salary was or has been increased over that authorized by the Board, the WCEA contract or budget guideline for the 2012-13 year;

NOW, THEREFORE BE IT RESOLVED, that the Williamson County Board of County Commissioners meeting in regular session on March 11, 2013 approve the transfers from certain major categories to others within the 2012-2013 General Purpose Fund operating budget to the following accounts:

Expenditure (Dec)		
141.72310.518900	Other Salaries and Wages	\$20,122
141.72310.5201	FICA	1,250
141.72310.5204	Retirement	2,365
141.72310.5212	Medicare	290
141.72610.5166	Custodial Personnel	17,000
141.72610.5201	FICA	1,055
141.72610.5204	Retirement	1,350
141.72610.5212	Medicare	250
141.71300.5116	Teachers	5,100
141.71300.5201	FICA	310
141.71300.5204	Retirement	450
141.71300.5212	Medicare	75
141.72410.5161	Secretaries	17,000
141.72410.5201	FICA	1,050
141.72410.5204	Retirement	1,350
141.72410.5212	Medicare	250
Expenditure (Inc)		
141.72210.5105	Supervisors	\$2,070
141.72210.5161	Secretaries	17,000
141.72210.5201	FICA	1,182
141.72210.5204	Retirement	1,514
141.72210.5212	Medicare	275
141.72230.5189	Other Salaries and Wages	5,100
141.72230.5201	FICA	310
141.72230.5204	Retirement	450
141.72230.5212	Medicare	75
141.72320.5103	Assistant	7,345
141.72320.5161	Secretaries	17,000
141.72320.5201	FICA	1,510
141.72320.5204	Retirement	1,930
141.72320.5212	Medicare	350
141.72510.5105	Supervisors	7,345
141.72510.5189	Other Salaries and wages	4,036
141.72510.5201	FICA	705
141.72510.5204	Retirement	905
141.72510.5212	Medicare	165
Total		<u>\$69,267</u> <u>\$69,267</u>


Commissioner Doug Langston

Committees Referred to and Action Taken		
School Board	Yes <u>12</u>	No <u> </u>
Education	Yes <u>6</u>	No <u>0</u>
Budget	Yes <u>4</u>	No <u>0</u>
Commission	Yes <u> </u>	No <u> </u>

Elaine Anderson-County Clerk

Jack Walton - Commission Chairman

Date

Rogers Anderson-County Mayor

Resolution No. 3-13-8
Requested by: General Sessions Judges' Ofc

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
GENERAL SESSIONS BUDGET BY \$3,830 - REVENUES TO
COME FROM PROBATION FEES**

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

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

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

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

EXPENDITURES:
Evaluation & Testing \$3,830.00
(101.53300.322)

REVENUES:
Probation Fees \$3,830.00
(101.43393)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:
Law Enfct/Public Safety Cmte. For 7 Against 0
Budget Committee For 4 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Elaine Anderson-County Clerk

Jack Walton - Commission Chairman

Rogers C. Anderson - County Mayor

Date

FILED 2/22/13
ENTERED 9:00 a.m.
FILED BY JAW

Resolution No. 3-13-12
Parks & Recreation Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
PARKS & RECREATION BUDGET BY \$2,375 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Parks & Recreation Department has received donations from BT Realty and Sports Clips which will be used to offset expenses related to the Easter Egg Hunt and the Spring Crafts Show; and

WHEREAS, these funds were not anticipated during the budget preparation process; and

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

EXPENDITURES:

Other Charges/Special Events (101.56700.599)	\$2,375
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REVENUES:

Donations (101.48610.004)	\$2,375
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County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Parks & Recreation Committee</u>	For	<u> </u>	Against	<u> </u>
<u>Budget Committee</u>	For	<u>4</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. 3-13-13
Requested by Highway Superintendent

**RESOLUTION AMENDING THE 2012-2013 HIGHWAY DEPARTMENT BUDGET
AND APPROPRIATE UP TO \$31,000
FOR REPLENISHMENT OF ROAD SALT**

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

WHEREAS, the Highway Department has already utilized 520 tons of the current inventory of road salt on hand,

WHEREAS, the used inventory of salt needs to be replaced;

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

EXPENDITURES:

Salt	
(131.62000.444)	\$31,000

REVENUES:

Highway Fund Balance	\$31,000
(131.39000)	


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Highway Commission</u>	For _____	Against _____
<u>Budget Committee</u>	For <u>4</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. 3-13-14
Requested by Highway Superintendent

RESOLUTION DIRECTING REVENUE DESIGNATED FOR ROAD PURPOSES THAT IS COLLECTED FROM THE WILLIAMSON COUNTY BUSINESS TAX THAT EXCEED \$3,400,000 AND FUNDS COLLECTED FROM THE WILLIAMSON COUNTY WHEEL TAX THAT EXCEED \$3,500,000 FOR THE FISCAL YEAR 2012-13 BE RE-DESIGNATED TO THE GENERAL FUND

WHEREAS, *Tenn. Code Ann. § 67-3-901* requires counties to appropriate funds for road purposes from local revenues sources in an amount not less than the average of the preceding five fiscal years in order to receive their share of the gasoline tax distributions;

WHEREAS, pursuant to previously adopted resolutions, Williamson County appropriates funds for road purposes from, among other sources, its business tax and its motor vehicle tax;

WHEREAS, in the past , Williamson County has appropriated funds in an amount which exceeds the preceding five fiscal year average;

WHEREAS, it is the intent of Williamson County to continue to appropriate funds for road purposes in the amounts required by *Tenn. Code Ann. § 67-3-901*; and

WHEREAS, in this time of economic strife, the Williamson County Board of Commissioners finds that it is in the best interest of its citizens to re-designate all revenue collected during the fiscal year 2012-13 from the business tax that exceeds \$3,400,000 and revenue collected from the Motor Vehicle Tax that exceed \$3,500,000 to the Williamson County General Fund.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of County Commissioners, meeting in regular session on this the 11th day of March, 2013, directs that if revenue collected from the Motor Vehicle Tax for the fiscal year 2012-13 and designated for road purposes exceeds \$3,500,000 then the excess revenue shall be re-designated to the Williamson County General Fund;

AND, BE IT FURTHER RESOLVED, that if revenue collected from the Business Tax for the fiscal year 2012-13 and designated for road purposes exceeds \$3,400,000 then the excess revenue shall be re-designated to the Williamson County General Fund.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission For _____ Against _____

Budget Committee For 4 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. 3-13-15
Requested by: County Mayor

**RESOLUTION TRANSFERRING FUNDS TOTALING \$107,125.35 BETWEEN
MAJOR CATEGORIES WITHIN THE 2012-13 BUDGET FOR
ECONOMIC DEVELOPMENT OPERATIONS IN WILLIAMSON COUNTY**

WHEREAS, the Chambers of Commerce within Williamson County recently united to form one county-wide Williamson County Chamber of Commerce; and,

WHEREAS, since June, 1990, Williamson County Government has operated an Office of Economic Development to promote and encourage business development throughout the county; and,

WHEREAS, the Williamson County Board of Commissioners, meeting in regular session on January 12, 2013, approved Resolution No. 1-13-13, authorizing the County Mayor to enter into an agreement to transfer the operations of the W. C. Office of Economic Development to the W. C. Chamber of Commerce, conditioned upon the terms of the agreement; and,

WHEREAS, based upon this new organizational structure, it is now deemed appropriate to transfer the operating funds for this program to a lump-sum donation for the Williamson County Chamber of Commerce so as not to be required to be carried forward on an annual basis within the regular operating budget, and to be disbursed in accordance with the terms of the authorized agreement;


NOW, THEREFORE, BE IT RESOLVED, that the 2012-13 Budget be amended to reflect the following transfer between major categories:

Transfer
From:

101.58190.103	Salaries-Assistants	\$ 18,577.34
101.58190.105	Salary-Supervisor/Director	\$ 33,016.62
101.58190.161	Salary-Secretary	\$ 19,665.29
101.58190.302	Advertising	\$ 1,930.00
101.58190.302.001	Advertising-Earmarked-Media	\$ (336.44)
101.58190.307	Communications	\$ 1,977.23
101.58190.320	Dues & Memberships	\$ 2,337.00
101.58190.337	Maint/Repairs-Ofc Eqpt	\$ 1,168.21
101.58190.348	Postage	\$ 0.00
101.58190.349	Printing	\$ 2,000.00
101.58190.355	Travel	\$ 12,264.98
101.58190.399	Other Contracted Services	\$ 10,971.16
101.58190.435	Office Supplies	\$ 321.20
101.58190.437	Periodicals	\$ 544.76
101.58190.527	In-Service Training	\$ 2,688.00
		<u>\$ 107,125.35</u>

Transfer
To:

101.58900.316.032	Contribution - Williamson County Chamber of Commerce/Economic Development	<u>\$ 107,125.35</u>
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Judy Hayes - County Commissioner

Resolution No. _____ (continued)

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 4 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. 3-13-16
Requested by: Director, Office of Public Safety

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
OFFICE OF PUBLIC SAFETY BUDGET BY \$9,600 – REVENUES
TO COME FROM STATE GRANT FUNDS**

WHEREAS, the Williamson County Emergency Management Agency is responsible for ensuring a coordinated response to emergencies and disasters in Williamson County; and

WHEREAS, this responsibility includes providing the proper preparedness and training of personnel for the response to domestic terrorism including nuclear, biological and chemical weapons; and

WHEREAS, the Williamson County Office of Public Safety was selected as the recipient of a \$9,600 grant from the State Grant Program 2013 to conduct an emergency exercise; and

NOW, THEREFORE, BE IT RESOLVED, that the 2012-2013 Office of Public Safety budget be amended as follows to conduct an emergency exercise:

EXPENDITURES

101.54900.309.005 State Grant-Office of Public Safety \$9,600

REVENUE

101.46980.030 Other State Grant/ Office of Public Safety \$9,600


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

1) Law Enforcement and Public Safety	For	<u>7</u>	Against	<u>0</u>	
2) Budget	For	<u>4*</u>	Against	<u>0</u>	*As amended
					(See attached)

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

Elaine Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Proposed Amendment to Resolution No. 3-13-16

AND BE IT FURTHER RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 11th day of March, 2013, authorizes the Williamson County Mayor to execute a grant agreement with the State of Tennessee Department of Military, Tennessee Emergency Management Agency, as well as all other related documents necessary to receive the pass through grant funds to conduct hazardous materials response exercises.

Resolution No. 3-13-20
Requested by: Administrator of Elections

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
ELECTION COMMISSION BUDGET BY \$31,614.00-REVENUES
TO COME FROM OTHER LOCAL REVENUES**

WHEREAS, Williamson County Election Commission submitted an operating budget for the 2012-13 fiscal year, reflecting the guidelines for operational increases; and,

WHEREAS, in May 2013, the Election Commission will conduct a municipal election for the City of Brentwood and operational costs will exceed budgeted projections; and,

WHEREAS, the City of Brentwood will reimburse the County for costs in association with this election;

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

EXPENDITURES:

Temporary Personnel (101.51500.168)	\$11,340.00
Election Workers (101.51500.193)	9,324.00
Freight Expenses (101.51500.327)	1,000.00
Maintenance & Repair Equip. (101.51500.336)	8,950.00
Legal Public Notices (101.51500.302)	<u>1,000.00</u>
	31,614.00

REVENUES

Other Local Revenues (101.46950.001)	\$31,614.00
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County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Budget Committee</u>	For <u>4</u>	Against <u>0</u>
	For <u> </u>	Against <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 C. Anderson, County Mayor

Date

Resolution No. 3-13-21
Requested by: Parks & Recreation Director

FILED 2/25/13
ENTERED 11:25 a.m.
WILLIAMSON COUNTY CLERK Jw

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
PARKS & RECREATION BUDGET BY \$15,000 - REVENUES
TO COME FROM DONATIONS**

WHEREAS, the Williamson County Soccer Association 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 \$15,000, and;

WHEREAS, these funds were not anticipated during the 2012-13 Parks and Recreation budget process;

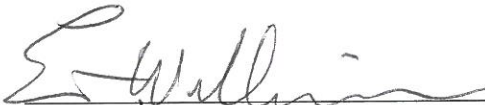
NOW THEREFORE, BE IT RESOLVED, that the 2012-13 parks & Recreation budget be amended as follows:

EXPENDITURES:

Lawn Products
(101.56700.420) \$15,000

REVENUES:

Donations \$15,000
(101.48610.004)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

<u>Parks & Recreation Committee</u>	For _____	Against _____
<u>Budget Committee</u>	For <u>4</u>	Against <u>0</u>

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

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 3-13-22
Requested by: Animal Control Director

2/25/13
ENTERED 11:25 a.m.
FILE NUMBER 1007158 JW

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
ANIMAL CONTROL BUDGET BY \$23,000.00 - REVENUES
TO COME FROM UNAPPROPRIATED COUNTY GENERAL FUND BALANCE**

WHEREAS, during the prior fiscal year, Williamson County Animal Control received private donations and collected fines to be utilized for special programs and needs of the Animal Control facility; and,

WHEREAS, these donations and fines were not fully expended and were rolled into the fiscal year-end fund balance and are not a part of the current operating budget;

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

EXPENDITURES:

Other Supplies & Materials- Donations (101.55120.499.001)	\$ 2,600.00
Drugs & Medical Supplies (101.55120.413)	\$10,000.00
Veterinarian Services (101.55120.357)	\$10,000.00
Staff Development (101.55120.524)	\$ 400.00
	<u>\$23,000.00</u>

REVENUES:

Unappropriated County General Fund Balance	\$23,000.00
Prior Year Donations (101.39000)	


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 4 Against 0

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

Elaine Anderson, County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 3-13-23
Requested by: Circuit Court Clerk

**RESOLUTION APPROPRIATING AND AMENDING THE 2012-13
CIRCUIT COURT CLERK'S BUDGET BY \$16,000 - REVENUES
TO COME FROM RESERVE ACCOUNT**

WHEREAS, the Circuit Court Clerk's Office is in need of office equipment for the continued operations of the Clerk's office; 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 2012-13 Circuit Court Clerk's Office budget be amended, as follows:

EXPENDITURES:

Office Equipment \$ 16,000
(101.53100.719)

REVENUES:

Reserve Automation – Circuit (101.34162) \$ 8,000

Reserve Automation - General Sessions Civil \$ 8,000
(101.34164)


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Elaine Anderson County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

RESOLUTION NO. 3-13-24
Requested by: Budget Director

**AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO
EXCEED \$4,000,000 GENERAL OBLIGATION BONDS OF WILLIAMSON
COUNTY, TENNESSEE**

BE IT RESOLVED by the Board of County Commissioners of Williamson County, Tennessee (the "County") that for the purpose of providing funds for the design, construction, renovation and equipping of public buildings and facilities for the County, including but not limited to a recreation center to be located in the City of Nolensville; (ii) acquisition of property real and personal appurtenant to the foregoing; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Project"); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; (v) paying capitalized interest to the extent permitted by Tennessee law and/or paying the principal and interest on any bond anticipation notes issued for the costs of the Project and costs of issuance related thereto; and (vi) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds, of said County in the aggregate principal amount of not to exceed \$4,000,000, which shall bear interest at a rate or rates per annum not to exceed the maximum rate or rates permitted by Tennessee law, and which shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Williamson County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$4,000,000 general obligation bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Elaine H. Anderson, County Clerk

Adopted and approved this 11th day of March, 2013.


Commissioner

ATTEST:

County Clerk

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For 4 Against 0

COMMISSION ACTION TAKEN: For Against Pass Out
Abstain Absent

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

2/25/13
11:25 a.m.
JW

RESOLUTION NO. 3-13-25
Requested by Budget Director

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST BEARING GENERAL OBLIGATION SCHOOL AND PUBLIC IMPROVEMENT BOND ANTICIPATION NOTES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,540,000 OF WILLIAMSON COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THE NOTES.

WHEREAS, by Sections 49-3-1001 to 49-3-1008, inclusive, Tennessee Code Annotated, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance school projects; and

WHEREAS, under the provisions of Sections 9-21-101, et seq., counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance public works projects; and

WHEREAS, under the provisions of Sections 9-21-501, et seq., Tennessee Code annotated, subject to the approval of the Director of State and Local Finance, counties in Tennessee are authorized to issue interest bearing bond anticipation notes for all county purposes for which bonds can be legally authorized and issued by a county; and

WHEREAS, the Board of County Commissioners of the County has determined that it is necessary and desirable to issue a total aggregate principal amount not to exceed \$8,540,000 of general obligation school and public improvement bond anticipation notes for the purpose of providing funds to (1) finance the cost of acquisition of land for and erecting, repairing, furnishing and equipping of various high schools and high school facilities in the County (the "School Projects"); (2) design, construction, renovation and equipping of public buildings and facilities for the County, including but not limited to a recreation center to be located in the City of Nolensville (the "County Facilities Project" and together with the School Projects, sometimes referred to herein as the "Projects"); (3) the acquisition of all property, real and personal, appurtenant to the foregoing, and payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (4) reimburse the County for funds previously expended for any of the foregoing, if applicable; and (5) pay the costs of issuance of the notes authorized herein; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$8,540,000 in aggregate principal amount of said notes, providing for the issuance, sale and payment of said notes, establishing the terms thereof, and the disposition of proceeds therefrom; and

WHEREAS, the principal of and interest on said notes will be payable (1) primarily from a portion of the proceeds derived from the issuance and sale of general obligation school and public

improvement bonds in anticipation of which said notes are issued; and (2) additionally, from unlimited ad valorem taxes to be levied on all taxable property located within the County; and

WHEREAS, on the date hereof, the Board of Commissioners of the County adopted an Initial Resolution proposing the issuance of not to exceed \$4,000,000 in the aggregate principal amount of general obligation bonds, the proceeds of which shall be used for the County Facilities Project and costs associated thereto; and

WHEREAS, the Initial Resolution adopted on the date hereof, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law.

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

Authority. The notes authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

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

“Bonds” means the County’s General Obligation School and Public Improvement Bonds anticipated to be authorized and issued subsequent to the Notes;

“Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

“County” means Williamson County, Tennessee;

“Governing Body” means the Board of County Commissioners of the County;

“Notes” means the General Obligation School and Public Improvement Bond Anticipation Notes of the County authorized hereby, or having such other designation permitted in Section 7 hereof;

“Projects” shall have the meaning ascribed in the preamble; and

“Registration Agent” means the County Trustee or such other registration and paying agent appointed by the County Mayor.

Authorization and Terms of the Notes.

For the purpose of providing funds to pay the costs of the Projects, there are hereby authorized to be issued general obligation school and public improvement bond anticipation notes of the County in the aggregate principal amount of not to exceed \$8,540,000. The Notes shall be issued in fully registered form, without coupons, shall be known as “General Obligation School and Public Improvement Bond Anticipation Notes” or having such other designation permitted in Section 7 hereof, and shall be dated their date of issuance. Subject to modifications permitted in Section 7 hereof, the Notes shall bear interest at a rate or rates not to exceeding the maximum rate permitted by applicable State law at the time of the sale of the Notes, payable at maturity or upon earlier redemption. The Notes shall be issued in not less than \$100,000 denominations thereof or increments of \$1,000 in excess of said minimum denomination, as shall be requested by the purchaser thereof, and subject to modifications permitted in Section 7 hereof, shall mature on March 1, 2014, or such earlier or later maturity date provided the final maturity of the Notes is not later than two years from the date of issuance, subject to prior optional redemption as hereinafter provided.

Subject to modifications permitted in Section 7 hereof, the Notes shall be subject to redemption prior to maturity at the option of the County at any time on or after October 1, 2013, as a whole or in part, at a redemption price of par plus accrued interest to the redemption date. Notice of call for redemption shall be given by the Registration Agent on behalf of the County not less than ten (10) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes.

The County hereby authorizes and directs the Registration Agent to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

The Notes shall be payable, both principal and interest, in lawful money of the United States of America at the office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent on the applicable maturity or interest payment date, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in minimum \$100,000 denominations or increments of \$1,000 in excess of said minimum denomination, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note after notice of redemption has been given. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

The Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and attested by the manual or facsimile signature of the County Clerk.

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

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

Source of Payment. The principal of and interest on the Notes shall be payable primarily from proceeds derived from the sale of the Bonds, in anticipation of which the Notes are issued. The Notes shall additionally be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

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

(Form of Note)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
GENERAL OBLIGATION SCHOOL AND PUBLIC IMPROVEMENT BOND ANTICIPATION NOTE

Interest Rate:

Maturity Date:

Date of Note:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of

twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until [until said maturity date or redemption date.] [until said maturity date or redemption date, said interest being payable on ____ 1 and ____ 1, commencing on _____, 2013.] Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the County Trustee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent on the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Payment of principal of this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

[Notes of which this Note is one shall be subject to redemption prior to maturity at the option of the County, as a whole or in part at any time, on or after [October 1, 2013] at the redemption price of par plus accrued interest to the redemption date. Notice of call for redemption shall be given by the Registration Agent not less than ten (10) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes.]

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

This Note is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to finance the (1) finance the cost of acquisition of land for and erecting, repairing, furnishing and equipping of various high schools and high school facilities in the County; (2) design, construction, renovation and equipping of public buildings and facilities for the County, including but not limited to a recreation center to be located in the City of Nolensville; (3) the acquisition of all property, real and personal, appurtenant to the foregoing, and payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing; (4) reimburse the County for funds previously expended for any of the foregoing, if applicable; and (5) pay the costs of issuance and sale of the notes of which this Note is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 11th day of March, 2013 (the "Resolution").

This Note is payable primarily from proceeds derived from the sale of the bonds, in anticipation of which this Note is issued. This Note shall additionally be payable from unlimited ad valorem taxes to be levied on all taxable property located within the County. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said resolution.

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

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

IN WITNESS WHEREOF, the County has caused this Note to be signed by its County Mayor with his manual or facsimile signature and attested by its County Clerk with her manual or facsimile signature under an impression or facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY, TENNESSEE

BY: _____
County Mayor

ATTESTED:

County Clerk

Transferable and payable at the
principal corporate trust office of: County Trustee
of Williamson County, Tennessee

Date of Registration: _____

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

Williamson County Trustee,
Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

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

Sale of Notes. The Notes shall be sold by the County Mayor at a public, informal bid or privately negotiated sale, as he shall determine, at a price of not less than the par amount of the Notes. The action of the County Mayor in selling the Notes and fixing the interest rate on the Notes shall be binding on the County and no further action of the County with respect thereto shall be required. The County Mayor is authorized to reduce the par amount of the Notes, to cause interest on the

Notes, or any emission thereof, to be payable at a time or times other than at maturity or upon earlier redemption, to change the redemption provisions of the Notes, or any emission thereof including, but not limited to, causing the Notes to be non-callable prior to maturity, to cause the Notes, or any emission thereof, if advantageous to the County, to be issued as book-entry only securities in accordance with The Depository Trust Company policies and procedures, to change the maturity date of the Notes to a date earlier or later than March 1, 2014, so long as such date is not more than two years after the initial date of issuance of the Notes, and to change the designation of the Notes to a designation other than "General Obligation School and Public Improvement Bond Anticipation Notes". Notwithstanding anything herein to the contrary, the County Mayor is also authorized to cause the Notes to be issued (a) in "draw-down" form, and to draw the principal amount thereof as and when needed to finance the costs of the Projects, or (b) in multiple emissions, each of which shall conform to the terms and conditions of this resolution. The County Mayor is hereby authorized to execute on behalf of the County a note purchase agreement or any other documents to effect the issuance and sale of the Notes, or any emission thereof, so long as such terms of said note purchase agreement or other document is consistent with the terms as authorized herein. The form of the Note as set forth in Section 5 hereof shall be modified to reflect any changes as set forth above.

The County Mayor is hereby authorized to enter into a contract with Stephens Inc., for financial advisory services in connection with the sale of the Notes and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Notes. The issuance costs associated with bond counsel and financial advisor shall not exceed \$10,000.

The County Mayor is directed to request approval of the Director of State and Local Finance for the issuance of the Notes and no Notes shall be issued until receipt of such report.

None of the Bonds related to the County Facilities Project and associated costs thereto shall be issued hereunder until the publication of the initial resolution adopted by the Governing Body on the date hereof, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, and twenty (20) days have elapsed following such publication during which no legally sufficient petition protesting the issuance of the such Bonds has been filed with the County Clerk.

Disposition of Bond Proceeds. The proceeds of the sale of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the "General Obligation School and Public Improvement Bond Anticipation Note Construction Fund", or such other designated fund name as shall be determined by the County Mayor (the "Construction Fund"), to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to pay, or reimburse the County for the prior payment of, the costs of the Projects (including payments funded by the issuance of the County's interfund notes, if any), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection therewith. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Construction Fund, including any interest earnings thereon, after completion of the Projects and the purposes authorized by the Note Resolution and payment of authorized expenses shall be used to pay principal of, premium, if any, and interest on the Notes. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings on investments in the Construction Fund may either be retained in the Construction Fund and used for the same purposes as all other funds in the Construction Fund or paid to the debt service fund to be used to pay interest on the Notes, as the County Mayor in his discretion shall determine.

Federal Tax Matters Related to the Notes.

The County recognizes that the purchasers and holders of the Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Notes subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further

covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Notes to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Notes from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Accounts and Budgets, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as any or they shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

The Governing Body hereby authorizes the County Mayor to designate the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Notes are not deemed designated as such and may be designated as such.

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

Following the issuance of the Notes, the Director of Accounts and Budgets is directed to administer the County’s Federal Tax Compliance Policies and Procedures with respect to the Notes.

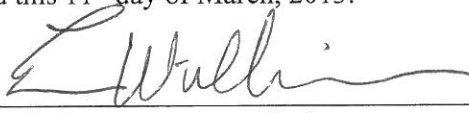
Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such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

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

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

[remainder of page intentionally left blank]

Adopted and approved this 11th day of March, 2013.



Commissioner

ATTEST:

County Clerk

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget For 4 Against 0

COMMISSION ACTION TAKEN: For Against Pass Out
Abstain Absent

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution # 3-13-25

Resolution #3-13-25 is for a Bond Anticipation Note in the amount of \$8,540,000

This resolution is for the General Debt portion of funding.

The Intent to Fund Resolutions for the school projects are resolutions #11-12-4 and #11-12-5.

A listing of the schools projects were provided in the intent to fund resolutions.

The Intent to Fund Resolutions approved the full amount of the projects with

\$16,950,000 approved in resolution #11-12-4 and \$1,690,000 approved in resolution #11-12-5.

The Authorization resolution for Nolensville Recreation project is #9-12-11.

Of those original amounts, the following is being requested in the BAN for resolution #3-13-25

\$3,000,000 BHS and CHS Mulitpurpose renovation/auditorium

\$1,530,000 Page HS and Fairview HS roofs

\$4,000,000 Nolensville recreation

\$10,000 closing cost for note

\$8,540,000

The Bond Anticipation Notes(BAN) are Notes issued in anticipation of issuing a Bond at a later date.

The Bond Ancitipation Notes(BAN) provide funding to proceed with projects until a Bond is issued.

The BAN will be paid off when the Bond is issued. A BAN is not always the full amount of

funds that are approved in an intent to fund. The full amount needed is borrowed

at the time the Bonds are issued.

RESOLUTION NO. 3-13-26
Requested by: Budget Director

A RESOLUTION AUTHORIZING THE ISSUANCE OF INTEREST BEARING COUNTY DISTRICT SCHOOL BOND ANTICIPATION NOTES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,170,000 OF WILLIAMSON COUNTY, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID NOTES; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON THE NOTES.

WHEREAS, by Sections 49-3-1001 to 49-3-1008, inclusive, Tennessee Code Annotated, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said counties to finance school projects; and

WHEREAS, under the provisions of Sections 9-21-501, et seq., Tennessee Code annotated, subject to the approval of the Director of State and Local Finance, counties in Tennessee are authorized to issue interest bearing bond anticipation notes for all county purposes for which bonds can be legally authorized and issued by a county; and

WHEREAS, the Board of County Commissioners of the County has determined that it is necessary and desirable to issue a total aggregate principal amount not to exceed \$3,170,000 of county district school bond anticipation notes for the purpose of providing funds to (1) finance the cost of acquisition of land for and erecting, repairing, furnishing and equipping of elementary and middle school buildings and facilities in and for that portion of the County lying outside the territorial limits of the Franklin Special School District, the acquisition of all property, real and personal, appurtenant to the foregoing, and payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (collectively, the "Projects"); (2) reimburse the County for funds previously expended for any of the foregoing, if applicable; and (3) pay the costs of issuance of the notes authorized herein; and

WHEREAS, it is the intention of the Board of County Commissioners to adopt this resolution for the purpose of authorizing not to exceed \$3,170,000 in aggregate principal amount of said notes, providing for the issuance, sale and payment of said notes, establishing the terms thereof, and the disposition of proceeds therefrom; and

WHEREAS, the principal of and interest on said notes will be payable (1) primarily from a portion of the proceeds derived from the issuance and sale of county district school bonds in anticipation of which said notes are issued; and (2) additionally, from unlimited ad valorem taxes to be levied on all taxable property located within the County lying outside the territorial limits of the Franklin Special School District.

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

Authority. The notes authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

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

“Bonds” means the County’s County District School Bonds anticipated to be authorized and issued subsequent to the Notes;

“Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

“County” means Williamson County, Tennessee;

“Financial Advisor” means Stephens Inc.;

“Governing Body” means the Board of County Commissioners of the County;

“Notes” means the County District School Bond Anticipation Notes of the County authorized hereby or having such other designation permitted in Section 7 hereof;

“Projects” shall have the meaning ascribed in the preamble; and

“Registration Agent” means the County Trustee or such other registration and paying agent appointed by the County Mayor.

Authorization and Terms of the Notes.

For the purpose of providing funds to pay the costs of the Projects, there are hereby authorized to be issued county district school bond anticipation notes of the County in the aggregate principal amount of not to exceed \$3,170,000. The Notes shall be issued in fully registered form, without coupons, shall be known as “County District School Bond Anticipation Notes” or having such other designation and such series designation permitted in Section 7 hereof and shall be dated their date of issuance. Subject to modifications permitted in Section 7 hereof, the Notes shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable State law at the time of the sale of the Notes, payable at maturity or upon earlier redemption. The Notes shall be issued in not less than \$100,000 denominations or increments of \$1,000 in excess of said minimum denomination, as shall be requested by the purchaser thereof, and subject to modifications permitted in Section 7 hereof, shall mature on March 1, 2014, or such earlier or later maturity date, provided the final maturity of the Notes is not later than two years from the date of issuance, subject to prior optional redemption as hereinafter provided.

Subject to modifications permitted in Section 7 hereof, the Notes shall be subject to redemption prior to maturity at the option of the County at any time on or after October 1, 2013, as a whole or in part, at a redemption price of par plus accrued interest to the redemption date. Notice of call for redemption shall be given by the Registration Agent on behalf of the County not less than ten (10) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes.

The County hereby authorizes and directs the Registration Agent to maintain Note registration records with respect to the Notes, to authenticate and deliver the Notes as provided herein, either at original issuance or upon transfer, to effect transfers of the Notes, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Notes as provided herein, to cancel and destroy Notes which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Notes canceled and destroyed, and to furnish the County at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

The Notes shall be payable, both principal and interest, in lawful money of the United States of America at the office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Notes by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent on the applicable maturity or interest payment date, without, except for final payment, the presentation or surrender of such registered Notes, and all such payments shall discharge the obligations of the County in respect of such Notes to the extent of the payments so made. Payment of principal of the Notes shall be made upon presentation and surrender of such Notes to the Registration Agent as the

same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The Notes are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Note(s) to be transferred with the form of assignment completed in full and signed with the name of the registered owner as it appears upon the face of the Note(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Note(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Note or the Note to the assignee(s) in minimum \$100,000 denominations or increments of \$1,000 in excess of said minimum denomination, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Note after notice of redemption has been given. No charge shall be made to any registered owner for the privilege of transferring any Note, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Notes shall be overdue. The Notes, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Notes of the same maturity in any authorized denomination or denominations.

The Notes shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and attested by the manual or facsimile signature of the County Clerk.

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

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

Source of Payment. The principal of and interest on the Notes shall be payable primarily from proceeds derived from the sale of the Bonds, in anticipation of which the Notes are issued. The Notes shall additionally be payable from unlimited ad valorem taxes to be levied on all taxable property within the County located outside the territorial limits of the Franklin Special School District.

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

(Form of Note)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
COUNTY DISTRICT SCHOOL BOND ANTICIPATION NOTE, [SERIES 2013A]

Interest Rate:

Maturity Date:

Date of Note:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Williamson County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof [until said maturity date or redemption date.] [until said maturity date or redemption date, said interest being payable on ____ 1 and ____ 1, commencing on _____, 2013.] Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the office of the County Trustee, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Note on each interest payment date directly to the registered owner hereof shown on the Note registration records maintained by the Registration Agent on the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said registration records, without, except for final payment, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Payment of principal of this Note shall be made when due upon presentation and surrender of this Note to the Registration Agent.

[Notes of which this Note is one shall be subject to redemption prior to maturity at the option of the County, as a whole or in part at any time, on or after [October 1, 2013] at the redemption price of par plus accrued interest to the redemption date. Notice of call for redemption shall be given by the Registration Agent not less than ten (10) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Notes.]

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

This Note is one of a total authorized issue aggregating \$_____ and issued by the County for the purpose of providing funds to finance the (1) acquisition of land for and cost of erecting, repairing, furnishing and equipping of elementary and middle school buildings and facilities in and for that portion of the County lying outside the territorial limits of the Franklin Special School District, the acquisition of all property, real and personal, appurtenant to the foregoing, and payment of legal, fiscal, administrative, architectural and engineering costs incident to the foregoing (collectively, the "Projects"); and (2) pay the costs of issuance and sale of the notes of which this Note is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 11th day of March, 2013 (the "Resolution").

This Note is payable primarily from proceeds derived from the sale of the bonds, in anticipation of which this Note is issued. This Note shall additionally be payable from unlimited ad valorem taxes to

be levied on all taxable property located within the County lying outside the territorial limits of the Franklin Special School District. For a more complete statement of the general covenants and provisions pursuant to which this Note is issued, reference is hereby made to said resolution.

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

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

IN WITNESS WHEREOF, the County has caused this Note to be signed by its County Mayor with his manual or facsimile signature and attested by its County Clerk with her manual or facsimile signature under an impression or facsimile of the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY, TENNESSEE

BY: _____
County Mayor

ATTESTED:

County Clerk

Transferable and payable at the
principal corporate trust office of:

County Trustee
of Williamson County, Tennessee

Date of Registration: _____

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

Williamson County Trustee,
Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

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

Dated: _____

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

Signature guaranteed:

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

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

Sale of Notes. The Notes shall be sold by the County Mayor at a public, informal bid or privately negotiated sale, as he shall determine, at a price of not less than the par amount of the Notes. The action of the County Mayor in selling the Notes and fixing the interest rate on the Notes shall be

binding on the County and no further action of the County with respect thereto shall be required. The County Mayor is authorized to reduce the par amount of the Notes, to cause interest on the Notes, or any emission thereof, to be payable at a time or times other than at maturity or upon earlier redemption, to change the redemption provisions of the Notes, or any emission thereof including, but not limited to, causing the Notes to be non-callable prior to maturity, to cause the Notes, or any emission thereof, if advantageous to the County, to be issued as book-entry only securities in accordance with The Depository Trust Company policies and procedures, and to change the maturity date for the Notes to a date earlier or later than March 1, 2014, so long as such date is not more than two years after the initial date of issuance of the Notes. Notwithstanding anything herein to the contrary, the County Mayor is also authorized to cause the Notes to be issued (a) in "draw-down" form, and to draw the principal amount thereof as and when needed to finance the costs of the Projects, or (b) in multiple emissions, each of which shall conform to the terms and conditions of this resolution. The County Mayor is hereby authorized to execute on behalf of the County a note purchase agreement or any other documents to effect the issuance and sale of the Notes, or any emission thereof, so long as such terms of said note purchase agreement or other document is consistent with the terms as authorized herein. The form of the Note as set forth in Section 5 hereof shall be modified to reflect any changes as set forth above.

The County Mayor is hereby authorized to enter into a contract with Stephens Inc., for financial advisory services in connection with the sale of the Notes and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Notes. The costs associated with bond counsel and financial advisor shall not exceed \$10,000.

The County Mayor is directed to request approval of the Director of State and Local Finance for the issuance of the Notes and no Notes shall be issued until receipt of such report.

Disposition of Bond Proceeds. The proceeds of the sale of the Notes shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the "County District School Bond Anticipation Note Construction Fund", or such other designated fund name as shall be determined by the County Mayor (the "Construction Fund"), to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to pay, or reimburse the County for the prior payment of, the costs of the Projects (including payments funded by the issuance of the County's interfund notes, if any), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection therewith. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution. Any funds remaining in the Construction Fund, including any interest earnings thereon, after completion of the Projects and the purposes authorized by the Note Resolution and payment of authorized expenses shall be used to pay principal of, premium, if any, and interest on the Notes. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings on investments in the Construction Fund may either be retained in the Construction Fund and used for the same purposes as all other funds in the Construction Fund or paid to the debt service fund to be used to pay interest on the Notes, as the County Mayor in his discretion shall determine.

Federal Tax Matters Related to the Notes.

The County recognizes that the purchasers and holders of the Notes will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Notes. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Notes subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Notes will not be used in a manner which will cause the Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Notes and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Notes to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to

prevent the interest on the Notes from becoming subject to inclusion in the gross income for purposes of federal income taxation. The County Mayor and the Director of Accounts and Budgets, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Notes as any or they shall deem appropriate, and such certifications shall constitute a representation and certification of the County.

The Governing Body hereby authorizes the County Mayor to designate the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Notes are not deemed designated as such and may be designated as such.

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

Following the issuance of the Notes, the Director of Accounts and Budgets is directed to administer the County’s Federal Tax Compliance Policies and Procedures with respect to the Notes.

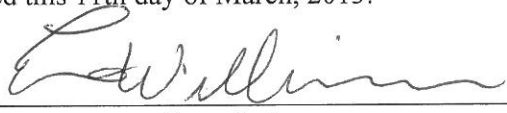
Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Notes, and after the issuance of the Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such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

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

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

[remainder of page intentionally left blank]

Adopted and approved this 11th day of March, 2013.


Commissioner

ATTEST:

County Clerk

COMMITTEES REFERRED TO AND ACTION TAKEN:

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

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

Elaine H. Anderson, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Resolution #3-13-26

Resolution # 3-13-26 is for a Bond Anticipation Note in the amount of \$3,170,000.

This resolution is for the Rural Debt portion of funding.

The Intent to Fund Resolutions for the school projects are resolutions #11-12-4 and #11-12-5.

A listing of the schools projects were provided in the intent to fund resolutions.

The Intent to Fund Resolutions approved the full amount of the projects with

\$16,950,000 approved in resolution #11-12-4 and \$1,690,000 approved in resolution#11-12-5.

Of those original amounts, the following is being requested in the BAN for resolution #3-13-26

\$3,000,000.00 BMS HVAC and Sprinkler Projects and BMS classrooms

Fairview and Woodland Middle Auditorium

\$160,000.00 BMS roof

10,000.00 closing cost for note

\$3,170,000.00

The Bond Anticipation Notes(BAN) are Notes issued in anticipation of issuing a Bond at a later date.

The Bond Anticipation Notes(BAN) provide funding to proceed with projects until a Bond is issued.

The BAN will be paid off when the Bond is issued. A BAN is not always the full amount of

funds that are approved in an intent to fund. The full amount needed is borrowed

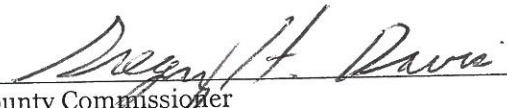
at the time the Bonds are issued.

Resolution No. 3-13-1
Requested by County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
LICENSE AGREEMENT WITH THE STATE OF TENNESSEE ACTING THROUGH THE
DEPARTMENT OF TRANSPORTATION FOR USE OF STATE OWNED PROPERTY TO
ACCESS, IMPROVE, AND MAINTAIN A COUNTY PUBLIC PARK**

- WHEREAS,** Williamson County, ("County"), is a governmental entity of the State of Tennessee and, as such, is authorized to enter into license agreements with state, local and federal governmental agencies; and
- WHEREAS,** Williamson County owns real property commonly referenced as the Springs Property which was acquired from the City of Franklin in 2007; and
- WHEREAS,** the State of Tennessee currently owns property lying under State Route 840 on Bending Chestnut Road which would permit convenient access to the Springs Property; and
- WHEREAS,** the State of Tennessee has agreed to provide Williamson County with a license to access the property and to construct improvements in the right-of-way for a license fee of \$0.00 conditioned on Williamson County remaining solely responsible for the cost to construct and maintain the improvements; and
- WHEREAS,** construction of an access way and parking areas would eventually provide citizens a means of access to the Springs Property which is further described in the description and drawings of the licensed area attached to the license agreement as Exhibit A and Exhibit B; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the attached license agreement with the State of Tennessee to construct and maintain improvements to access the Springs Property:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 11th day of March, 2013, authorizes the Williamson County Mayor to execute the attached license agreement with the State of Tennessee acting through the Tennessee Department of Transportation, as well as all other related documents necessary to permit Williamson County to improve and maintain the licensed area to provide convenient access to the Springs Property.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission	For ___ Against ___ Pass ___ Out ___
Parks and Recreation Committee	For ___ Against ___ Pass ___ Out ___
Budget Committee	For <u>4</u> Against <u>0</u> Pass ___ Out ___
Commission Action Taken:	For ___ Against ___ Pass ___ Out ___

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

This Instrument prepared by:
State of Tennessee
Department of Transportation – Region 3
6601 Centennial Blvd.
Nashville, TN 37243

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the ____ day of _____, 20____ by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation (hereinafter referred to as “State”), and Williamson County, Tennessee (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install and operate a public park, said Licensed Premises being located in Williamson County, Tennessee, being more specifically described in Exhibit A, which is attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions;

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install and operate a public park (hereinafter referred to as the “Improvements”), being more specifically described in Exhibit B, which is attached and made a part of this License.
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the installation and operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 15 year, renewable license which shall begin on March 1, 2013 and shall end on February 29, 2028.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.
7. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee’s (or its contractors’ or agents’) use of

the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

9. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises.
10. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statute currently limits liability of the State to \$300,000 per claimant and \$1,000,000 per occurrence. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change.
11. **PERMIT** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.
12. **COMPLIANCE** - Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement.
13. **TITLE VI ASSURANCES** - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
14. **TERMINATION** - The State may terminate this License at will with 60 days written notice to Licensee.
15. **ASSIGNMENT** - The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

Williamson County, Tennessee
1320 West Main Street
Franklin, Tennessee 37064

TO THE STATE:

State of Tennessee
Suite 700, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed the day and year first above written.

LICENSEE:
WILLIAMSON COUNTY, TENNESSEE

Rogers C. Anderson, Mayor
Williamson County, Tennessee

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

City Attorney
Williamson County, Tennessee

DATE: _____

STATE OF TENNESSEE

John C. Schroer, Commissioner
Tennessee Department of Transportation

DATE: _____

APPROVED AS TO FORM
AND LEGALITY:

John H. Reinbold, Sr., General Counsel
Tennessee Department of Transportation

DATE: _____

EXHIBIT A

LEGAL DESCRIPTION
FOR
PUBLIC PARK LICENSE AGREEMENT
NEAR SR-840 CENTERLINE STATION 870+00

Being a Tract or Parcel of land within a portion of the right of way limits of Tennessee State Route 840 (SR-840) in Williamson County, Tennessee and being more particularly described as follows:

Beginning on a Tennessee Department of Transportation right of way monument located in the north right of way line of SR-840 at Station 867+32.36 at 232.22 feet left of centerline, thence with the north right of way line of said SR-840, South 55°08'01" East, a distance of 470.65 feet to a right of way monument located at Station 872+00.82 at 277.63 feet left of centerline; thence continuing with said right of way, South 17°21'25" East, a distance of 125.41 feet to a point; thence leaving said right of way line and with a new line, North 73°54'52" West, a distance of 87.25 feet to a point; thence South 40°25'46" West, a distance of 272.00 feet to a point; thence South 12°18'59" East, a distance of 48.67 feet to a right of way monument located in the south right of way line of SR-840 at Station 872+97.32 at 163.50 feet right of centerline; thence with the south right of way of said SR-840, North 66°57'55" West, a distance of 107.40 feet to a right of way monument located at Station 871+94.82 at 195.56 feet right of centerline; thence North 59°27'21" West, a distance of 299.89 feet to a right of way monument located at Station 868+99.36 at 246.91 feet right of centerline; thence North 26°52'30" West, a distance of 225.37 feet to a right of way monument located at Station 866+91.48 at 159.86 feet right of centerline; thence leaving said right of way line and with a new line, South 52°47'56" East, a distance of 145.72 feet to a point; thence North 83°48'19" East, a distance of 122.80 feet to a point; thence North 40°24'33" East, a distance of 200.50 feet to a point; thence North 23°06'04" West, a distance of 211.19 feet to the Point of Beginning and containing 4.37 Acres, more or less.

LEGAL DESCRIPTION
FOR
PUBLIC PARK LICENSE AGREEMENT
NEAR SR-840 CENTERLINE STATION 890+00

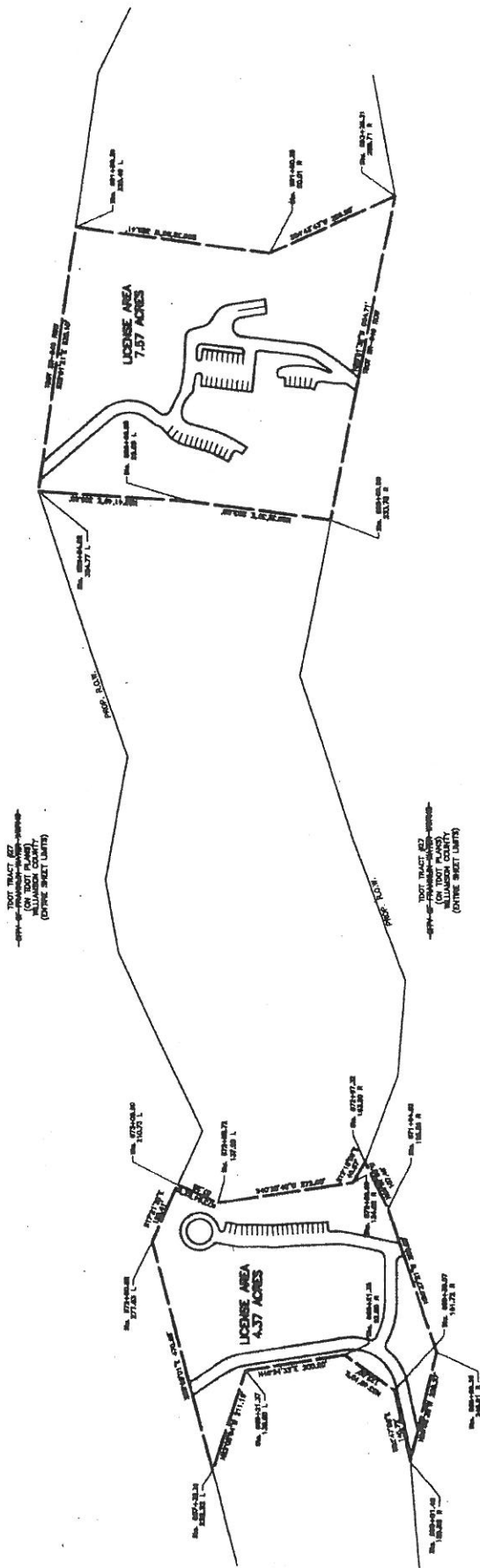
Being a Tract or Parcel of land within a portion of the right of way limits of Tennessee State Route 840 (SR-840) in Williamson County, Tennessee and being more particularly described as follows:

Beginning on a Tennessee Department of Transportation right of way monument located in the north right of way line of SR-840 at Station 886+54.52 at 354.77 feet left of centerline, thence with the north right of way line of said SR-840, South 32°01'21" East, a distance of 535.15 feet to a point in said right of way line at Station 891+80.29 at 339.40 feet left of centerline; thence leaving said right of way line and with a new line, South 56°32'56" West, a distance of 389.41 feet to a point; thence South 24°43'43" West, a distance of 280.90 feet to a right of way monument in the south right of way line of said SR-840 at Station 893+28.31 at 288.71 feet right of centerline;

thence with said south right of way line, North $28^{\circ}51'32''$ West, a distance of 664.71 feet to a point in said right of way line at Station 886+59.96 at 233.78 feet right of centerline; thence leaving said right of way line and with a new line, North $56^{\circ}32'39''$ East, a distance of 283.85 feet to a point; thence North $52^{\circ}41'49''$ East, a distance of 305.05 feet to the Point of Beginning and containing 7.57 Acres, more or less.

Legal descriptions prepared by: Southern States Survey
405 Duke Drive, Suite 270
Franklin, TN 37067

LICENSE AREAS UNDERNEATH
SR 840 @ STATIONS 870 & 890.
AREAS SHWN WITH INTENDED
DEVELOPMENTS.



Resolution No. 3-13-9
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE FRANKLIN SPECIAL SCHOOL DISTRICT FOR
COOPERATION IN THE PROVISION OF SCHOOL RESOURCE OFFICERS**

- WHEREAS,** both Williamson County, ("County"), and the Franklin Special School District, ("FSSD"), are public agencies of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*; and
- WHEREAS,** during its January 14th County Commission meeting, the Williamson County Board of Commissioners approved Resolution 1-13-15 which provided funding for the placement of school resource officers throughout the schools in Williamson County including schools in the Franklin Special School District; and
- WHEREAS,** the Franklin Special School District Board of Education has expressed its intent to cooperate with Williamson County for the provision of school resource officers in schools within the Franklin Special School District; and
- WHEREAS,** to permit the Williamson County Sheriff's Office to provide school resource officers in FSSD's schools an interlocal is needed to define the responsibilities of the parties; and
- WHEREAS,** finding it to be in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the County Mayor to enter into the interlocal agreement with the FSSD to cooperate in the provision of school resource officers in FSSD's schools.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of March, 2013, hereby authorizes the Williamson County Mayor to execute the interlocal agreement and all other documents with the Franklin Special School District to define the rights, obligations and responsibilities of the parties for the provision of school resource officers in schools within the jurisdiction of the Franklin Special School District.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>7</u>	Against <u>0</u>		
Budget Committee	For <u>4</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

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE FRANKLIN SPECIAL SCHOOL DISTRICT FOR COOPERATION IN THE
PROVISION OF SCHOOL RESOURCE OFFICERS**

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 FRANKLIN SPECIAL SCHOOL DISTRICT, ("District"), a special school district created by act of the Tennessee General Assembly located at 507 New Highway 96 West, Franklin, Tennessee, 37064.

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

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to set forth the obligations of the County and District with respect to placement of School Resource Officers, ("SROs"), in Franklin Special School District schools, and with respect to planning and funding related thereto for the purpose of providing for the safety of the students and faculty of the District. For the purposes of this Agreement, the term Sheriff shall include the duly elected Sheriff or the Captain/Lieutenant of the School Resource Officer Division or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program.

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. District's Responsibilities.

- A. The District shall provide materials and facilities at each school location as are necessary to the SRO's performance of his/her function as SROs at the assigned schools, including but not limited to the following:
 - i. A secured climate controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two chairs, a gun safe, and a file cabinet and located as reasonably possible near the main office;
 - ii. A desk with drawers, two chairs, work table, and filing cabinet to be provided and maintained in the secured office provided to the SRO;
 - iii. A location for files and records which can be properly locked and secured;
 - iv. A landline phone to be located in the office; and
 - v. Access to a computer work station.
 - vi. Secretarial assistance when needed by the SRO
- B. The District shall allow those SROs assigned to District schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. The District shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County unless specifically provided for herein.
- D. The District shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

IV. Sheriff's Responsibilities. The Williamson County Sheriff, on behalf of the County, shall have the following responsibilities:

- A. The duly elected Sheriff shall have the sole authority to conduct background checks, hire, select, discharge, discipline, and determine (within the parameters established by state law) the qualifications of SROs.
- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs, as applicable, to the schools within the jurisdiction of the District, pursuant to a schedule to be agreed upon by the Williamson County Sheriff and the District School Superintendent. While it is the objective of the parties that a SRO be assigned to each school

on a full-time basis while school is in session, such assignment shall be dependent solely upon availability of properly qualified and trained SROs, as determined in the Sheriff's sole discretion. Neither the County nor the Sheriff's Office guarantees that each school shall have an assigned SRO.

- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E., below.
- E. Ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in *Tennessee Code Annotated, Section 49-6-4217*. County will remain responsible for the cost associated with the obligations contained in this Section IV.E.
- F. The provision and maintenance of a vehicle and law enforcement equipment needed to accomplish the duties of the SROs.

V. Cost. For the initial term, the County has agreed to fund the SROs from its General County Fund upon approval of the Williamson County Board of Commissioners. The parties have agreed to negotiate on an annual basis in good faith future funding obligations of the parties for the provision of the SROs should the parties agree to extend the Agreement for additional terms. Negotiations shall be completed annually prior to May 31st of each year to permit the parties the ability to seek annual appropriations from their respective legislative bodies. Continuation of the obligations of the parties under this Agreement shall be contingent upon annual approval of funding by the respective governing bodies.

VI. DUTIES OF SROs.

- A. SROs shall not act as school disciplinarians, nor make decisions regarding school discipline. SROs shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. SROs shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the principal of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.
- B. The basic duties of SROs include creating awareness for law enforcement education related to school's safety, monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. SROs shall establish liaison with District school Principals, faculty, and students. A SRO may assist in any class as a guest speaker if requested by the Principal of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to, action against intruders and unwanted guests who may appear at the school and related school functions. Whenever practical, the SRO will advise the Principal before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff and the Principal of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment, whenever necessary.
- G. SROs may have other specific duties and responsibilities as defined by the Williamson County Sheriff's Office.

VII. Dismissal of SRO. In the event the Principal of a District school to which a SRO is assigned determines that the assigned SRO has failed to perform his duties and responsibilities, the Principal may make a written request to the Superintendent to request reassignment of the SRO including the reasons supporting the request. If the Superintendent determines the request is valid the Superintendent shall promptly forward the request to the Sheriff for his consideration. The Sheriff may, in his complete discretion, request a meeting with the Principal and the SRO to determine whether reassignment is appropriate. The Sheriff may request the Superintendent to attend the meeting. If a meeting is held, the Sheriff shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff determine a meeting with the Principal would not be advantageous,

the Sheriff shall determine whether the SRO shall be reassigned based on the information provided to him. The authority to reassign a SRO shall be in the complete discretion of the Sheriff.

VIII. Records. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff's Department.

IX. Term. The initial term of this Agreement shall commence on the date this agreement is fully executed by the parties and shall continue until June 30, 2013. The parties may agree to extend the Agreement by written agreement for four additional terms of one year each.

X. 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. Termination shall become effective immediately if the breach is not cured within seven day period. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
- B. **Termination for Convenience.** The District or County may terminate this Agreement at any time upon 30 days' written notice to the other party. Such termination shall not affect in any manner any prior existing obligations between the parties including, but not limited to, any and all costs owed by the District to the County.
- C. **Termination for Lack of Funding.** Should either party fail, after exercising good faith effort, to obtain the funding for the provision of SROs, either party shall have the right to terminate this Agreement immediately upon providing written notice to the other party. District shall remain responsible and shall pay all cost accumulated prior to the termination of this Agreement to the County. Termination for lack of funding shall not be deemed termination for breach.

XI. Relationship of the Parties. The SROs assigned to the Districts' schools shall be considered employees of the County Sheriff's Office and shall be subject to its control, supervision, and chain of command. The assigned SROs shall not be considered employees of the District. The assigned SROs will be subject to current procedures and policies in effect for the Williamson County Sheriff's Office and Williamson County, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a County employee and that no rights under County civil service, retirement, or personnel rules accrue to such person.

XII. 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.

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

XIV. 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

District: **FRANKLIN SPECIAL SCHOOL DISTRICT**
507 New Highway 96 West
Franklin, TN 37064
Attn: Dr. David Snowden

- 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. **Independent Contractor.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- J. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.
- K. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- L. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.
- M. **Press Releases.** In connection with the provision of SROs or the obligations or duties contained in this Agreement, the parties hereby agree that neither party shall issue a press release or other similar external communications regarding this Agreement, or otherwise related to the obligations or duties provided herein without written permission from the other party. The parties shall mutually agree on the language of any press release; provided that neither party shall unreasonably withhold its approval of the language. District shall not publicly comment on the actions of a particular SRO without first consulting with the Williamson County Sheriff or his designee.
- N. **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 District 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 District have executed this Agreement effective as of the date and year written below.

ATTEST: WILLIAMSON COUNTY, TENNESSEE

BY: BY:

DATE: DATE:

ATTEST: WILLIAMSON COUNTY SHERIFF

BY: BY: Sheriff Jeff Long

Date Date

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

ATTEST: FRANKLIN SPECIAL SCHOOL DISTRICT

BY: BY: Dr. David Snowden

DATE: DATE:

APPROVED AS TO FORM AND LEGALITY:

Franklin Special School District Attorney

H:\Williamson County\Agreements\InterlocalAgrmts\2-11-13 Interlocal FSSD-Provision of SRO-K#13-006 Final.doc

Resolution No. 3-13-10
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT WITH THE WILLIAMSON COUNTY BOARD OF EDUCATION
ON BEHALF OF WILLIAMSON COUNTY SCHOOLS FOR COOPERATION IN THE
PROVISION OF SCHOOL RESOURCE OFFICERS**

- WHEREAS,** both Williamson County, ("County"), and the Williamson County School Board, ("WCS"), are public agencies of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*; and
- WHEREAS,** WCS operates schools from preschool to twelfth grade; and
- WHEREAS,** currently, the Williamson County Sheriff's Department provides SROs to middle schools and high schools within the jurisdiction of WCS; and
- WHEREAS,** WCS has expressed its intent to cooperate with Williamson County to expand the SRO program to provide school resource officers in its elementary schools; and
- WHEREAS,** to permit the Williamson County Sheriff's Office to provide school resource officers in all schools within the jurisdiction of WCS an interlocal is needed to define the responsibilities of the parties; and
- WHEREAS,** finding it to be in the best interest of the citizens of Williamson County, the Williamson County Board of Commissioners authorizes the County Mayor to enter into the interlocal agreement with WCS to cooperate in expanding the SRO program to include elementary schools.

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 11th day of March, 2013, hereby authorizes the Williamson County Mayor to execute the interlocal agreement and all other documents with the Williamson County Board of Education to define the rights, obligations and responsibilities of the parties concerning the expansion of the school resource officers program to include all schools within the jurisdiction of the Williamson County School Board.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>7</u>	Against <u>0</u>		
Education Committee	For <u>6</u>	Against <u>0</u>		
Budget Committee	For <u>4</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

**INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE WILLIAMSON COUNTY BOARD OF EDUCATION FOR COOPERATION IN THE
PROVISION OF SCHOOL RESOURCE OFFICERS**

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 WILLIAMSON COUNTY, TENNESSEE BOARD OF EDUCATION on behalf of the Williamson County School Agency, ("WCS"), a local educational agency located at 1320 West Main Street, Franklin, Tennessee, 37064.

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

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to set forth the continued obligations of the County and WCS with respect to placement of School Resource Officers, ("SROs"), in WCS schools, and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at WCS schools. For the purposes of this Agreement, the term Sheriff shall include the duly elected Sheriff or the Captain/Lieutenant of the School Resource Officer Division or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program.

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 reasonably possible from and after the execution of this Agreement.

III. WCS's General Responsibilities.

- A. WCS shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as SROs at the assigned schools including, but not limited to, the following:
 - i. A secured climate controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two chairs, a gun safe, and a file cabinet and located as reasonably possible near the main office;
 - ii. A desk with drawers, two chairs, work table, and filing cabinet to be provided and maintained in the secured office provided to the SRO;
 - iii. A location for files and records which can be properly locked and secured;
 - iv. A landline phone to be located in the office;
 - v. Access to a computer work station; and
 - vi. Secretarial assistance when needed by the SRO.
- B. WCS shall allow those SROs assigned to WCS schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. WCS shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County unless specifically provided for herein.
- D. WCS shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

IV. Sheriff's Responsibilities. The Williamson County Sheriff, on behalf of the County, shall have the following responsibilities:

- A. The duly elected Sheriff shall have the sole authority to conduct background checks, hire, select, discharge, discipline, and determine (within the parameters established by state law) the qualifications of SROs.
- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs, as applicable, to the schools within the jurisdiction of WCS, pursuant to a schedule to be agreed upon by the Williamson County Sheriff and the WCS School Superintendent. While it is the objective of the parties that a SRO be assigned to each school

on a full-time basis while school is in session, such assignment shall be dependent solely upon availability of properly qualified and trained SROs, as determined in the Sheriff's sole discretion. Neither the County nor the Sheriff's Office guarantees that each school shall have an assigned SRO those days in which school is in session.

- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E., below.
- E. Ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in *Tennessee Code Annotated, Section 49-6-4217*. County will remain responsible for the cost associated with the obligations contained in this Section IV.E.
- F. The provision and maintenance of a vehicle and equipment needed to accomplish the duties of the SROs.

V. Cost. For the initial term, the County has agreed to fund the additional SROs from its General County Fund upon approval of the Williamson County Board of Commissioners. Any SROs that are currently placed in WCS schools shall continue to be funded from WCS budget. The parties have agreed to negotiate on an annual basis in good faith future funding obligations of the parties for the provision of the SROs should the parties agree to extend the Agreement for additional terms. Negotiations shall be completed annually prior to May 31st of each year to permit the parties the ability to seek annual appropriations from their respective legislative bodies. Continuation of the obligations of the parties under this Agreement shall be contingent upon annual approval of funding by the respective governing bodies.

VI. General Duties of SRO.

- A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the Principal of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.
- B. The basic duties of SROs include creating awareness for law enforcement education related to school's safety, monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. SROs shall establish liaison with school Principals, faculty, and students. A SRO may assist in any class as a guest speaker if requested by the Principal of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to, action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the Principal before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff and the Principal of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment, whenever necessary.
- G. SROs may have other specific duties and responsibilities as defined by the Williamson County Sheriff's Office.

VII. Additional SRO Duties for Middle and High Schools

- A. The SRO will become familiar with all community agencies which offer assistance to youth and their families including, but not limited to, mental health clinics and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the Principal.

- B. If requested by the Principal and upon approval of the Sheriff, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
- C. If a SRO determines it necessary, the SRO may conduct formal police interviews with students and faculty. The interviews shall be conducted in conformance with Sheriff policies and procedures, the Board of Education policies and all applicable laws.
- D. The SRO may act as an instructor for the Drug Abuse Resistance Education (D.A.R.E.) and for other related short-term programs at the assigned school if requested by the Principal and approved by the Sheriff.
- E. Upon approval of the Sheriff, a SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.

VIII. Dismissal of SRO. In the event the Principal of a WCS school to which a SRO is assigned determines that the assigned SRO has failed to perform his duties and responsibilities, the Principal may make a written request to the Superintendent to request reassignment of the SRO including the reasons supporting the request. If the Superintendent determines the request is valid the Superintendent shall promptly forward the request to the Sheriff for his consideration. The Sheriff may, in his complete discretion, request a meeting with the Principal and the SRO to determine whether reassignment is appropriate. The Sheriff may request the Superintendent to attend the meeting. If a meeting is held, the Sheriff shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff determine a meeting with the Principal would not be advantageous, the Sheriff shall determine whether the SRO shall be reassigned based on the information provided to him. The authority to reassign a SRO shall be in the complete discretion of the Sheriff.

IX. Records. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff's Department.

X. Term. The initial term of this Agreement shall commence on the date this agreement is fully executed by the parties and shall continue until June 30, 2013. The parties may agree to extend the Agreement by written agreement for four additional terms of one year each.

XI. 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. Termination shall become effective immediately if the breach is not cured within the seven day period. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
- B. **Termination for Convenience.** Either party may terminate this Agreement at any time by providing 30 days' written notice to the other party. Such termination shall not affect in any manner any prior existing obligations between the parties including, but not limited to, any and all costs owed by WCS to the County.
- C. **Termination for Lack of Funding.** Should either party fail, after exercising good faith effort, to obtain the funding for the provision of SROs, either party shall have the right to terminate this Agreement immediately upon providing written notice to the other party. WCS shall remain responsible and shall pay all cost accumulated prior to the termination of this Agreement to the County. Termination for lack of funding shall not be deemed termination for breach.

XII. Relationship of the Parties. The SROs assigned to WCS's schools shall be considered employees of the County Sheriff's Office and shall be subject to its control, supervision, and chain of command. The assigned SROs shall not be considered employees of WCS. Assigned SROs will be subject to current procedures and policies in effect for the Williamson County Sheriff's Office and Williamson

County, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by WCS to accomplish the goals of the Agreement is considered to be a County employee and that no rights under County civil service, retirement, or personnel rules accrue to such person.

XIII. 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.

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

XV. 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

WCS: **Williamson County Board of Education**
1320 West Main Street, Suite 202
Franklin, TN 37064
Attn: Dr. Mike Looney

- 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. **Independent Contractor.** The relationship of the parties shall be that of an independent Contractor. No principal-agent or employer-employee relationship is created by this Agreement. Neither party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- J. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.
- K. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, County shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.
- M. **Press Releases.** In connection with the provision of SROs or the obligations or duties contained in this Agreement, the parties hereby agree that neither party shall issue a press release or other similar external communications regarding this Agreement, or otherwise related to the obligations or duties provided herein without written permission from the other party. The parties shall mutually agree on the language of any press release; provided that neither party shall unreasonably withhold its approval of the language. District shall not publicly comment on the actions of a particular SRO without first consulting with the Williamson County Sheriff or his designee.
- N. **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 District 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 WCS have executed this Agreement effective as of the date and year written below.

ATTEST:	WILLIAMSON COUNTY, TENNESSEE
_____	_____
BY:	BY:
DATE: _____	DATE: _____
ATTEST:	WILLIAMSON COUNTY SHERIFF
_____	_____
BY:	BY: Sheriff Jeff Long
_____	_____
Date	Date

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

ATTEST:

WILLIAMSON COUNTY BOARD OF
EDUCATION

BY:

BY: Dr. Mike Looney

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

WCS Attorney

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney

ATTEST:

WILLIAMSON COUNTY BOARD OF
EDUCATION

BY:

BY: Dr. Mike Looney

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

WCS Attorney

Resolution No. 3-13-11
Requested by Office of Public Safety

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF FRANKLIN AND
THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE TO CREATE AND
MANAGE THE WILLIAMSON COUNTY DISASTER RESPONSE FUND**

- WHEREAS,** Williamson County, ("County"), and the City of Franklin, ("City"), are governmental entities of the State of Tennessee and, as such, are authorized to enter into a memorandum of understanding with private non-profit entities; and
- WHEREAS,** The Community Foundation of Middle Tennessee is a 501(c)(3) entity that provides management and solicitation services concerning charitable funds; and
- WHEREAS,** the Williamson County Office of Public Safety, in conjunction with the City, has negotiated the attached memorandum of understanding that would create a charitable fund to receive donations to be used in preparing for and responding to disasters; and
- WHEREAS,** establishment of a charitable fund would permit individuals and corporations a means to donate to the fund; and
- WHEREAS,** with the establishment of the fund, an advisory board will be created to evaluate all requests for assistance and shall be made up of members appointed by the City and County as well as representatives from The Community Foundation of Middle Tennessee; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to enter into the memorandum of understanding with the City and The Community Foundation of Middle Tennessee for the creation and management of the Williamson County Disaster Response Fund:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 11th day of March, 2013, authorizes the Williamson County Mayor to execute the memorandum of understanding with the City of Franklin and The Community Foundation of Middle Tennessee, as well as all other related documents necessary to establish the Williamson County Disaster Response Fund to be used in preparing and responding to disasters.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>6</u> Against <u>1</u> Pass _____ Out _____
Budget Committee	For <u>4</u> Against <u>0</u> Pass _____ Out _____
Commission Action Taken:	For _____ Against _____ Pass _____ Out _____

Elaine Anderson, County Clerk

Jack Walton, Commission Chairman

Rogers Anderson, County Mayor

Date

MEMORANDUM OF UNDERSTANDING BETWEEN WILLIAMSON COUNTY, THE CITY OF FRANKLIN, AND THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE FOR PREPARATION AND RESPONSE TO DISASTER THROUGH THE WILLIAMSON COUNTY DISASTER RESPONSE FUND

This MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 20__, between WILLIAMSON COUNTY, TENNESSEE ("COUNTY"), the CITY OF FRANKLIN, TENNESSEE ("CITY"), AND THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE ("CFMT").

The purpose of this agreement is to establish cooperation between Williamson County, the City of Franklin, and The Community Foundation of Middle Tennessee in preparing for and responding to disaster in Williamson County, Tennessee.

It is AGREED:

1. The Community Foundation of Middle Tennessee ("CFMT") will:

GENERAL:

- a) Serve as the centralized collection and distribution system for managing non-designated donations of cash, securities and credit card donations (hereafter "donations") which will be distributed to benefit local disaster victims through local nonprofit organizations, religious institutions, and/or entities of government.
- b) Provide a CFMT staff member to act as the Emergency Services Coordinator (ESC), as well as an alternate to ensure 24-hour availability to the Williamson County Emergency Communication Center (WCECC), when requested by the Williamson County Emergency Management Agency ("EMA"). The CFMT will provide background information for their assigned ESCs to the EMA for background checks/credentialing. Should the disaster affect Middle Tennessee broadly, it may be impossible or inadvisable for CFMT staff to get to the WCECC. In such cases, The CFMT will focus on activating online and other communications to promote and facilitate contributions in support of the affected areas of Middle Tennessee with special regard to Williamson County's unique needs. Such work will be handled virtually.
- c) Utilize information provided from the damage and needs assessments of the EMA to request donations from the public. Cash donations will be encouraged and unneeded in-kind goods will be discouraged by all parties to this agreement.
- d) Provide to the EMA a copy of its own agency disaster preparedness plan, if requested.

CONTRIBUTIONS:

- e) Establish, in conjunction with the EMA, a communications plan to solicit donations from individuals, corporations and foundations for The Williamson County Disaster Response Fund ("the Fund").
- f) Collect cash, non-cash, securities and credit card donations at The Community Foundation of Middle Tennessee by hand delivery, mail, or through electronic transfer, and deposit said contributions into the Fund at The Community Foundation of Middle Tennessee in accordance with The CFMT's procedures.

- g) Solicit, primarily, online financial donations. Donations through the mail and other means will, of course, also be encouraged.
- h) Manage and account for donations including acknowledging the donations and issuing charitable tax receipts to the donors as appropriate.
- i) Field and respond to telephone inquiries regarding donations at a number released through joint communications.
- j) Coordinate with EMA to field donation calls, as needed.
- k) Create, and update when appropriate, a phone script about specific methods for donating that can be used by EMA, City, and County hotlines and other public information opportunities.

GRANT DISTRIBUTIONS:

- l) Manage the distribution of donations to those nonprofits serving victims of the disaster and provide guidelines for the use of and accountability for these distributions.
- m) Convene and facilitate the work of The Williamson County Disaster Response Fund Advisory Committee, which is comprised of the _____, and representatives from The Community Foundation of Middle Tennessee which may include the President, Board Chair, and/or designated Board representatives, and other community leaders as deemed appropriate. This Committee will evaluate all requests for assistance and will recommend distributions from the Fund to tax-exempt, non-profit organizations assisting in the effort to rebuild lives and address the needs of the Williamson County community in the wake of disaster. As a result, members should be prepared to meet as needed and sometimes at short notice. It is vital to the effectiveness of this Fund that there be continuity in representation so those named to the Committee will not be able to send substitutes, no matter how busy they are. As the charitable repository for cash, securities and credit card donations, The Community Foundation of Middle Tennessee must maintain ultimate authority and control over all property of the Fund.
- n) Notify State, County, and EMA, as well as the Committee members themselves, of any meetings of the Williamson County Disaster Response Fund Advisory Committee.
- o) Establish procedures necessary to track Fund activity for reporting to State, Federal and local agencies, as well as to the public.
- p) Require, in grant award agreements, the funded agency to inform recipients of services provided through awards from The Williamson County Disaster Response Fund that those services/supports were funded through The Williamson County Disaster Response Fund of The Community Foundation of Middle Tennessee. Also require the funded agency to acknowledge funding from The Williamson County Disaster Response Fund of The Community Foundation of Middle Tennessee in its public information such as: websites, newsletters, press releases, and social media.
- q) Serve as a member of the Long Term Recovery Committee to oversee financial components of the recovery process, if possible.

2. Williamson County and The City of Franklin ("County/City") will:

- a) During Emergency Activation, notify The Community Foundation's Emergency Services Coordinator (ESC) through the means they deem appropriate (phone call or email) and advise them of their role in the activation of the Williamson County Emergency Communications Center (WCECC). If the activation scenario does not warrant the mobilization of a donation ESC or the scope and circumstance of the disaster make it impossible or inadvisable for the CFMT to be represented in the WCECC, the EMA will brief The Community Foundation of Middle Tennessee about the situation.
- b) Provide official photograph credentialing/access to all CFMT individuals who are designated ESC's. Provide a brief EMA orientation and tour to these ESCs to answer key questions about their roles.
- c) Assist the CFMT in formulating metrics for tracking donations during a declared incident, to facilitate the integration of results from the CFMT into the overall disaster declaration report as necessary.
- d) Notify the CFMT of all appropriate internal training opportunities for the CFMT staff, make the CFMT aware of external training opportunities available through various state/federal agencies, and include the CFMT in the planning and execution of any relevant exercises or drills that test WCECC activation. CFMT attendance is not mandatory.
- e) Notify and invite representatives from the CFMT to any activation of an Unmet Needs or Long-Term Recovery Committee, ensure that the discussion of cash/grant needs is prominent in the training.
- f) Designate an EMA representative to serve on The Williamson County Disaster Response Fund Advisory Committee to assist with the development of grant-making priorities pursuant to each specific disaster.
- g) Create a security/safety management plan for the collection of monetary donations, in coordination with Franklin or Williamson County Law enforcement, if needed.
- h) Assist in engaging the County/City IT Departments to provide the appropriate technology and equipment to assist in donation intake, if needed. Technology and equipment may include but will not be limited to phones, phone lines, and computers during a declared incident.
- i) Assist in organizing the County/City staff support for entry and processing of donation information, if needed.
- j) Provide information to the CFMT from the damage and needs assessments, to help inform the distribution of grants.
- k) Encourage cash donations and discourage unneeded in-kind goods in all communications.
- l) Refer County/City/EMA Hotline callers who want to make monetary donations to The Williamson County Disaster Response Fund.
- m) Include the CFMT as a recipient of all press releases issued from the Williamson County Emergency Communications Center (WCECC).

3. General Communication between The Community Foundation of Middle Tennessee, Williamson County, and The City of Franklin:

As partners, the County, the City and CFMT have a shared goal: effective and quick mobilization to help the citizens of Williamson County recover from catastrophic events. We can assist each other most effectively with open and transparent communication. If a disaster is regional, The CFMT, Williamson County, and The City of Franklin will evaluate appropriate staffing and messaging to the general public. This includes reciprocity in the following areas:

The County, City and CFMT will:

- a) Designate a lead staff person to manage the relationship between agencies.
 - b) Meet annually to review the partnership and make improvements to procedures or the overall essential support function.
 - c) Include the designated staff representative in meetings, public forums or other opportunities that will improve the relationship, the fulfillment of this MOU or generally build learning and good will between the partners.
 - d) Update each other with names and contact information for staff assigned to this function.
4. The parties to this MOU shall not discriminate on the basis of age, race, sex, color, national origin, or disability in hiring and employment practices or in admission to, access to, or operation of programs, service, and activities.
 5. The parties to this MOU agree to comply with all applicable federal, state, and local laws, and regulations.
 6. Nothing herein shall in any way create a partnership or joint venture between the parties or create the relationship of principal and agent. None of 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.
 7. To the extent CFMT gains access to the County or City Emergency Management Operational Plan (EMOP) or other contingency plans used by government to respond to acts of terrorism, violence, or other man-made disaster, CFMT shall treat those plans as confidential and not open for public inspection.

8. Parties.

The Community Foundation of Middle Tennessee:

Ellen Lehman, President
3833 Cleghorn Avenue, Suite 400
Nashville, Tennessee 37215
Phone: 615-321-4939

Williamson County:

Rogers Anderson, Mayor
1320 W. Main St. Suite 125
Franklin, TN 37064
Phone: 615-790-5700

City of Franklin:

Dr. Ken Moore, Mayor
109 3rd Avenue South
Franklin, Tennessee 37064
Phone: 615-791-3217

Williamson County EMA:

Mac Purdy, Director
1320 West Main, Suite B-30
Franklin, TN 37064
Phone: 615-790-5752

APPROVED BY:

WILLIAMSON COUNTY, TENNESSEE

Rogers Anderson, Mayor

DATE

WILLIAMSON COUNTY EMA

Mac Purdy, Director

DATE

THE CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore, Mayor

DATE

THE CITY OF FRANKLIN, TENNESSEE

Eric S. Stuckey, City Administrator

DATE

THE COMMUNITY FOUNDATION OF MIDDLE TENNESSEE

Ellen Lehman, President

DATE