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September 11, 2018

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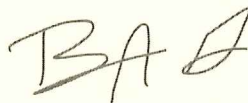
**RE: Superior Water Service
Docket No. 17-00120**

ELECTRONIC MAIL

Dear Ms. Dillon:

Please find attached the Notice and Exhibit A for filing with the Tennessee Public Utility Commission in Docket Number 17-00120. The copies will be hand delivered tomorrow to your office.

Sincerely,



Benjamin A. Gastel

Enclosure

cc: Michael Dolan
Geoffrey Coston
Daniel P. Whitaker, III

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

| | | |
|---|---|----------------------------|
| IN RE: |) | |
| |) | |
| PETITION OF SUPERIOR WATER SERVICE |) | |
| FOR A CERTIFICATE OF CONVENIENCE |) | Docket No. 17-00120 |
| AND NECESSITY TO PROVIDE WATER |) | |
| SERVICE TO A PORTION OF KING'S |) | |
| CHAPEL SUBDIVISION IN WILLIAMSON |) | |
| COUNTY |) | |

NOTICE

Nolensville/College Grove Utility District (“NGUD”) and Milcrofton Utility District (“MUD”) (collectively “the Districts”) hereby notify the Hearing Officer of important developments after the filing of the Districts’ reply brief in support of their motion to dismiss the Petition.

The Petitioner, Superior Water Service, LLC (“Superior”), has opposed dismissal primarily by arguing that the Districts lost the exclusive right to serve water to future sections of King’s Chapel Subdivision under Tenn. Code Ann. § 7-82-301(a)(1)(B) because they refused or failed to provide adequate service.

As the Districts explained in their reply brief, only the Williamson County Mayor has jurisdiction to make such a decision. *See W. Wilson Util. Dist. v. Atkins*, 442 S.W.2d 612, 613-14 (Tenn. 1969) (referring to county mayor by the old title of “quarterly county court”). In fact, the developer of King’s Chapel Subdivision filed a petition with the County Mayor pursuant to Tenn. Code Ann. § 7-82-301(a)(1)(B). The County Mayor held a public hearing on July 30, 2018, received evidence, and posed questions to the parties.

The County Mayor has now spoken. On August 23, 2018, he denied the developer’s petition to allow other water service providers in King’s Chapel Subdivision. A copy of the order

is attached hereto as **Exhibit A**. It contains a thorough review of the facts and a well-reasoned analysis. The County Mayor held that Milcrofton is the applicable water service provider under its Service Area Agreement with NGUD. Order at 9-10 (Findings 2, 3). Milcrofton has offered to serve future sections of King's Chapel Subdivision and has the ability to do so. *Id.* at 10 (Findings 4, 8). Milcrofton has pipes in the ground in the immediate vicinity, and its timetable for providing service is reasonable. *Id.* (Findings 7, 9). Therefore, "[t]he public convenience and necessity does not require other or additional services be permitted within the exclusive water service district of Nolensville/College Grove Utility District, as serviced by Milcrofton Utility District per the terms of the previously-noted Service Area Agreement." *Id.* at 11 (Finding 10).

This demonstrates beyond all doubt that the Petition to TPUC must be dismissed. TPUC cannot lawfully overrule the County Mayor and allow Superior Water Service, LLC or any other entity to compete with a utility district in its exclusive service area. The Districts assumed that Superior Water Service, LLC would withdraw its TPUC Petition following the County Mayor's decision. Since that has not happened, the Districts are providing notice so the Hearing Officer can make an informed decision.

Respectfully submitted,

By: 

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*Attorneys for Milcrofton Utility District and
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CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of September, 2018, a copy of the foregoing document was served on the parties of record, via electronic delivery and U.S. Mail, postage prepaid, addressed as follows:

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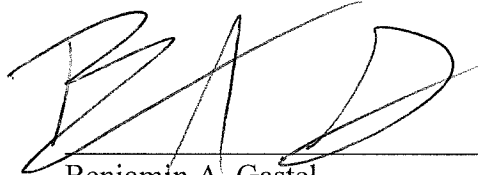

Benjamin A. Gastel

Exhibit A



WILLIAMSON COUNTY GOVERNMENT

BEFORE THE COUNTY MAYOR OF WILLIAMSON COUNTY, TENNESSEE

**In Re: the Matter of
Petition - Kings Chapel Subdivision/Milcrofton
& Nolensville College Grove Utility Districts
November 2, 2017**

Petitioner: JP Properties, LLC

**Other Parties: Milcrofton Utility District;
Nolensville/College Grove Utility District**

MEMORANDUM, ORDER AND RULING OF ROGERS C. ANDERSON, COUNTY MAYOR WILLIAMSON COUNTY, TENNESSEE

FACTUAL AND PROCEDURAL HISTORY

Kings Chapel is a residential development in Williamson County located off Highway 96 consisting of approximately 690 acres with the number of total lots planned at approximately 449. A portion of the land upon which Kings Chapel subdivision falls within the exclusive water service district of Milcrofton Utility District ("Milcrofton") and a portion falls within the exclusive water service district of Nolensville/College Grove Utility District ("N/CG"). Milcrofton served water to the initial sections of the development as it progressed, because those sections were located within its district. Petitioner Documents, Tabs 1, 5. When it was time for the land lying within N/CG's area to be developed, Mr. John Powell, officer of the three development companies responsible for developing Kings Chapel, Hang Rock, LLC, Ashby Communities, LLC and JP Properties, LLC, all Tennessee



Limited Liability Companies, requested that N/CG cede the water service in its district to Milcrofton, because he felt Milcrofton was better able to serve the proposed development area in Kings Chapel. Petitioner Documents, Tab 2; Milcrofton Documents, Bates 1-3. In April of 2008, at Mr. Powell's request on behalf of the development entities, Milcrofton and N/CG entered into an interlocal agreement whereby N/CG would retain the right to serve the area and not alter any of its district boundaries, but allow Milcrofton to stand in its shoes and provide the water service for approximately 329 acres, described in the Service Area Agreement as Williamson County Tax Map 109, Parcel 18. Petitioner Documents, Tab 4; Milcrofton Documents, Bates 4-6. The Service Area Agreement was authorized by the authority found in the Interlocal Cooperation Act, Tennessee Code Annotated Title 12, Chapter 9, Part 1. The Agreement was executed by Milcrofton on April 16, 2008 and by N/CG on April 18, 2008.

Following execution of the Service Area Agreement, various entities representing Kings Chapel entered into several Contracts for Water Service with Milcrofton, as the various sections of the residential development were approved by the Williamson County Regional Planning Commission ("Planning Commission"). Petitioner Documents, Tab 5. On August 20, 2014, Milcrofton provided a letter to the Planning Commission noting that water service "is available to Kings Chapel Section 8 once the appropriate fees are paid and water improvements installed." Petitioner Documents, Tab 6; Milcrofton Documents, Bates 1-4. In reliance upon this letter, the Planning Commission approved the preliminary plat for Kings Chapel Section 8. On May 17, 2016 Milcrofton issued a letter to Mr. Powell confirming water availability and advising of the construction costs, administrative/professional fees and tap/user fees required in order to serve Section 8 with water. Petitioner Documents, Tab 7. On October 27, 2016, Milcrofton issued a letter to Mr. Powell confirming water availability for future sections (122 lots) of Kings Chapel and noted Mr. Powell's portion of the cost of the necessary waterline upgrade in order to provide water to these future lots. Petitioner Documents, Tab 9. Since that time, there have been multiple letters from Milcrofton to Mr. Powell confirming that it can provide water service to Section 8, but altering the cost and timeframe within which the off-site improvements can be completed. Petitioner Documents Tabs 11, 26, 30, 31; Milcrofton Documents Bates 17-18, 19-21.

JP Properties, LLC, by and through counsel, filed a Petition on November 2, 2017 with the County Mayor and a Supplement to that Petition on November 6, 2017, asking for relief from the County Mayor to a water customer within the Milcrofton Utility District service area. The customer is one of the developers of Kings Chapel Subdivision, JP Properties, LLC (Petitioner) and the area requested includes Section 8 and future sections of the development.

The Petition was filed pursuant to Tennessee Code Annotated Section 7-82-301(a)(1)(B) which states that a utility district is the sole public corporation empowered to furnish such services in the district "unless and until it has been established that the public convenience and necessity requires other or additional services." Petitioner claims that the public convenience and necessity requires other or additional services for the Kings Chapel Development, because Milcrofton cannot serve the future sections of the development in a timely manner.

The County Mayor held a meeting with counsel and representatives of the Petitioner, counsel and representatives of Milcrofton and counsel and representatives of N/CG in an effort to resolve the matter. The required public hearing was originally scheduled for December 14, 2017, but following the joint meeting with the County Mayor, on December 11, 2017, representatives for JP Properties, LLC, Milcrofton and N/CG requested that the hearing be continued indefinitely, it appearing that a compromise had been reached.

On December 27, 2017, counsel for Milcrofton sent a letter to counsel for the Petitioner advising that Mr. Powell would not be required to provide any off-site improvements for Section 8, and that in order to provide the proper fire flows for Section 8 in the interim until certain off-site improvements were made, a temporary booster pump would be required for a portion of the lots in Section 8. Petitioner Documents, Tab 26. Further, the letter indicated the amount of construction costs, administrative/professional fees and tap/user fees required before any future sections could be approved. On January 22, 2018, Mr. Powell sent a check to Milcrofton for the administrative/professional fees noted. Petitioner Documents, Tab 27. On January 31, 2018 Milcrofton sent a letter to Mr. Powell confirming water availability for Section 8 for 53 lots. Petitioner Documents, Tab 30; Milcrofton Documents, Bates 17-18. On February 9, 2018 Milcrofton sent an updated letter to Mr. Powell advising of the construction costs, administrative/professional fees and

capacity/meter fees for Section 8 and future sections. Petitioner Documents, Tab 31; Milcrofton Documents, Bates 19-21. On April 9, 2018, Milcrofton sent a letter to Mr. Powell confirming water availability for Kings Chapel Sections 9-11 and describing the needed off-site improvements. Petitioner Documents, Tab 34.

Following the February 9, 2018 letter, a dispute ensued between counsel for Milcrofton and counsel for Mr. Powell regarding the terms of the Water Service Contract for Section 8 that Milcrofton requires of its developer water customers. Petitioner Documents, Tabs 35, 37-44; Milcrofton Documents, Bates 32-45. As of the date of the hearing on July 30, 2018, the dispute concerning the terms of the Water Service Contract for Section 8 was unresolved.

Before and during the pendency of the Petition filed with the County Mayor, other entities controlled by Mr. Powell have sought a certificate of convenience and necessity with the Tennessee Public Utilities Commission (TPUC) to serve water to Kings Chapel. That matter is still pending before the TPUC. Milcrofton and other entities owned or controlled by Mr. Powell have also been involved in matters before the TPUC and the Chancery Court of Davidson County. Those matters have been dismissed and are no longer pending. Petitioner Documents, Tabs 51-53, 55-59. None of these matters have any direct bearing on the proceeding before the County Mayor.

Prior to and during the period when the Petition was continued indefinitely, counsels for the Petitioner, counsel for Milcrofton and counsel for N/CG had filed several correspondences with the County Mayor raising some preliminary matters. On June 18, 2018, the County Mayor issued an Order ruling on the preliminary matters.

On June 6, 2018, counsel for Petitioner advised the County Mayor that the Petition should be taken off hold, and as a result the public hearing was scheduled for July 30, 2018.

In accordance with the notice letter to counsel for the parties from the County Mayor, the parties filed preliminary documents for the record on July 20, 2018. In accordance with the public notice, the Tennessee Association of Utility Districts filed comments on the Petition with the County Mayor on July 20, 2018.

The public hearing was conducted by the County Mayor on July 30, 2018. Following completion of the hearing, the County Mayor issued some additional questions for clarification and offered the opportunity for the parties to file a written statement of their position. The Petitioner, Milcrofton and N/CG filed responses to the questions from the

County Mayor and written statements of their positions. Counsel for the Petitioner also filed a response to the written comments of the Tennessee Association of Utility Districts.

FINDINGS AND ANALYSIS

The Petition and Supplement filed in November of 2017 pursuant to Tennessee Code Annotated Section 7-82-301(a)(1)(B), claim that the current water provider to Kings Chapel Subdivision, Milcrofton, “does not have the current ability to provide water service to Kings Chapel Subdivision and requires an expenditure of over \$600,000 for Milcrofton’s infrastructure and a delay in service of over 2 years.” Petition, p. 1. A utility district is the sole public corporation empowered to furnish such services in the district “*unless and until it has been established that the public convenience and necessity requires other or additional services.*” Tenn. Code Ann. Sec. 7-82-301(a)(1)(B) (emphasis added). The sole remedy available to the parties dissatisfied with a utility’s service is to modify a utility district’s exclusive franchise and the procedure to modify that franchise is a petition to the county executive [mayor] of the County, which originally incorporated the utility district. Case law and opinions of the Tennessee Attorney General make clear that the County Mayor is who is charged with making this determination of whether public convenience and necessity requires other or additional services. *Town of Rogersville v. Mid Hawkins County Utility District*, 122 S.W.3d 137, 139-40 (Tenn. Ct. App. 2003) (citing *West Wilson Utility District of Wilson County v. Atkins*, 442 S.W.2d 612 (1969); *City of Crossville v. Middle Tenn. Utility District*, 345 S.W.2d 865 (1961); *Chandler Inv. Co. v. Whitehaven District* 311 S.W.2d 603 (1957)); Op. of TN Atty. Gen. 80-520, 1980 WL 103542 (Oct. 30, 1980); Op. of TN Atty. Gen. 81-31, 1981 WL 142714 (Jan. 19, 1981); and Op. of TN Atty. Gen. 02-110, 2002 WL 31398958 (Oct. 7, 2002).

The County Mayor is to determine whether the public convenience and necessity compels allowing another water provider to serve the area that is the subject of the Petition. See *Town of Rogersville v. Mid Hawkins County Utility District*, 122 S.W.3d 137, 140 (Tenn. Ct. App. 2003). The County Mayor must determine 1.) whether there is a need for the service and 2.) whether the utility district refuses or is not able to provide the utility service to the area in question. *Id.*

The first inquiry is whether there is a need for the service. The arguments of all parties involved seem to concede that there is a need. Kings Chapel Subdivision is planned to expand to Section 8 and future sections. The future residents of those sections of the residential development will presumably need water, whether that is drinking water, irrigation water or fire flows. Water is needed and it does not appear from any documents in the record or from the public hearing that there is a dispute regarding need.

The second inquiry is whether the water utility provider refuses or is not able to provide the water utility service to the area. The area in question is Section 8 of Kings Chapel Subdivision and the future sections of the Kings Chapel Subdivision. The approximately 329 acres of which the proposed Section 8 and future sections are a part are located within the service district of N/CG. At the hearing on July 30, 2018, representatives of N/CG indicated that it had the ability to serve water to Kings Chapel Section 8 and future sections so long as certain off-site water improvements were made. N/CG has not refused to provide this water service or demonstrated that it cannot literally provide this water service requested. However, N/CG, at Mr. Powell's request, relinquished the ability to provide water service to these 329 acres in the Service Area Agreement with Milcrofton. Since this matter was initiated, N/CG has confirmed its intent to adhere to the terms of the Service Area Agreement and has indicated no desire to alter the terms of that agreement. For this reason, whether N/CG refuses or able to provide water service is irrelevant, because it is legally prohibited from doing so.

The Service Area Agreement was executed according to the authority of the Interlocal Cooperation Act. The County Mayor's authority to conduct this inquiry by virtue of Tennessee Code Annotated Section 7-82-301(a)(1)(B) does not extend to the ability to alter or amend a legally binding Service Area Agreement. Nor does the Interlocal Cooperation Act allow the County Mayor to override the authority of two independent municipalities who are party to a legally binding agreement. Further, the County Mayor may not do a comparative analysis between two utility districts to determine whom could best serve the area. Such comparison is not appropriate. *Town of Rogersville v. Mid Hawkins County Utility District*, 122 S.W.3d 137, 140 (Tenn. Ct. App. 2003) (citing *Chandler Inv. Co. v. Whitehaven Utility District*, 311 S.W.2d 603 (1957)). Whether N/CG can or is willing to serve the area at issue is irrelevant.

The inquiry that is properly before the County Mayor is whether Milcrofton refuses or is not able to serve the area in question. Milcrofton clearly has not refused to serve the area. The multiple correspondences filed for the record make it abundantly clear that Milcrofton is willing to serve Section 8 and future sections of Kings Chapel Subdivision, subject to Milcrofton's terms and conditions. Milcrofton has established and amended certain terms upon which it is willing to provide the water service to Section 8 and future sections of Kings Chapel Subdivision, but the review or consideration of the propriety of those terms is not within the authority of the County Mayor. That authority lies with the Utility Management Review Board. See Tennessee Code Annotated Section 7-82-702.

The next prong of the inquiry is whether Milcrofton is able to or has the capability to serve the area in question. Milcrofton has indicated that it is able to serve Kings Chapel Section 8 immediately with adequate fire flows for half of the proposed lots and a temporary accommodation for fire flows for the other half of the lots in Section 8. Such temporary accommodation will be altered or removed following the completion of certain off-site improvements, which have been disclosed to the Petitioner. Petitioner and Milcrofton have indicated that there is a dispute in the terms of the Water Service Contract between the two parties and, but for execution of that agreement, water service for Section 8 is imminent. Again, the terms imposed upon a developer by a water service provider are not for the County Mayor to review.

The County Mayor can take into account whether the water provider has been or is making a reasonable effort under the circumstances to furnish the citizens with the utilities that they desire. As a result of this dispute, Milcrofton has made considerable changes to its future plans for water service upgrades and altered the schedule it had in place to provide those upgrades. Based upon the presentation at the public hearing by Milcrofton's engineer and General Manager as well as the multiple correspondences provided, Milcrofton has made and continues to make a reasonable effort to furnish the water that the Petitioner desires and demands in order to complete future sections of Kings Chapel.

Petitioner urges the County Mayor to conduct the "pipes in the ground" inquiry to determine if Milcrofton has the capability to provide the water service required. This inquiry by the Court in *Rogersville* cited the "pipes in the ground" test as outlined by the Sixth Circuit Court of Appeals in *Lexington-South Elkhorn Water District v. City of Wilmore, KY*, 93 F.3d 230 (6th Cir. 1996). In the *Lexington-South Elkhorn* case, the Sixth Circuit

applied the test in evaluating the protections afforded utility providers by 7 U.S.C Section 1926(b), which provides that rural water associations receiving federal funds are protected from encroachment by surrounding municipalities. Whether a water association is entitled to protection from competition under this statute should be resolved in favor of the party receiving federal monies. *Town of Rogersville v. Mid Hawkins County Utility District*, 122 S.W.3d 137, 141 (Tenn. Ct. App. 2003)(citing *Wayne v. Village of Sebring*, 36 F.3d 517, 528 (6th Cir. 1994)).

The Sixth Circuit noted that a key factor in determining whether water service had been made available was the proximity of the water district's distribution lines to the areas in dispute as well as whether service was actually and actively being provided by the water provider." *Town of Rogersville v. Mid Hawkins County Utility District*, 122 S.W.3d 137, 141 (Tenn. Ct. App. 2003)(citing *Lexington-South Elkhorn Water District v. City of Wilmore, KY*, 93 F.3d 230 (6th Cir. 1996)). The Sixth Circuit adopted the "pipes in the ground" test. Water lines must be either within or adjacent to the property in question. *Id.* The Court in *Rogersville*, relying upon the 6th Circuit test, also noted that timeliness and capability are important components of the "pipes in the ground" standard. The *Rogersville* Court noted "[o]f course the reasonableness of timeliness, adequacy of water service to be provided, capability, and whether a district requires a greater level of water service than the utility can meet, are all questions of fact within the exclusive province of the state and local regulatory agencies. *Town of Rogersville v. Mid Hawkins County Utility District*, 122 S.W.3d 137, 141 (Tenn. Ct. App. 2003)(citing *North Shelby Water Co. v. Shelbyville Municipal Water and Sewer Comm.*, 803 F.Supp. 15 (E.D.Ky. 1992)).

While the Court in *Rogersville* applied the standard from the 6th Circuit in its evaluation, it is unclear if the County Mayor can utilize such standard in his evaluation of whether convenience and necessity require other or additional services in this Petition. The County Mayor's authority in this inquiry is not derived from the federal statute and it is likely outside of the scope of his authority to consider a test for application of federal protection of a water utility provider. However, in the event the County Mayor's order is challenged, the analysis under the Sixth Circuit test is also included herein. The pipes owned and controlled by Milcrofton are clearly in the proximity to the land seeking water service. Milcrofton is currently serving the area immediately adjacent to Section 8 of Kings Chapel. That prong of the physical ability test is easily addressed in the affirmative.

Whether Milcrofton has the capability to provide water service to Section 8 of Kings Chapel and future sections within a reasonable time is the next part of this inquiry. Documents submitted by the parties and information provided at the public hearing indicate that water service to Section 8 of Kings Chapel is immediately available upon execution of a contract, installation of the internal water lines by the developer and installation of the temporary booster pump. The Tennessee Department of Environment and Conservation has approved such plans and construction can begin immediately upon agreement of the terms of service between the Petitioner and Milcrofton. Milcrofton Documents, Bates 22-31. Milcrofton has the capability to service Section 8 of Kings Chapel and the timing of providing that service is reasonable.

As for future sections, the documentation provided and information submitted at the public hearing indicates that Milcrofton can serve future sections in 2019 with certain off-site improvements, the timing of which could be affected and accelerated by the participation of the Petitioner. At this time, based upon information provided by the Planning Department, there have been no preliminary plat approvals for any sections of Kings Chapel beyond Section 8 and none are currently pending before the Planning Commission. Given the steps still necessary for the creation and approval of future sections of Kings Chapel, the plans and implementation of those plans that Milcrofton have submitted for the off-site improvements needed for sections of Kings Chapel beyond Section 8 are reasonable.

SUMMARY OF FINDINGS

Having reviewed the correspondences and documents submitted by counsel for the parties, documents submitted by the public, and the information presented in the public hearing on July 30, 2018 and based upon the information herein, the County Mayor finds:

1. There is need for water service in Kings Chapel Section 8 and there is a future need for water service in future sections of Kings Chapel Subdivision;
2. It is irrelevant whether Nolensville/College Grove Utility District has the ability to serve the area of Section 8 or future sections of Kings Chapel Subdivision for the following reasons:

a. The Service Area Agreement between Nolensville/College Grove Utility District and Milcrofton Utility District prevent Nolensville/College Grove Utility District from providing water service to the 329 acres which are the subject of the agreement and includes Section 8 and future sections of Kings Chapel Subdivision,

b. Nolensville/College Grove Utility District has confirmed the terms of the Service Area Agreement and is thus far unwilling to alter its terms,

c. The County Mayor has no authority to alter or amend the Service Area Agreement, and

d. The County Mayor does not have the authority to compare whether Nolensville/College Grove Utility District can better serve the area over Milcrofton Utility District;

3. Milcrofton Utility District is the applicable water service provider;

4. Milcrofton Utility District has not refused to serve water to Kings Chapel Section 8 or future sections of Kings Chapel Subdivision and in fact has confirmed in multiple written correspondences and at the public hearing that it is willing to serve Kings Chapel Section 8 and future sections;

5. The County Mayor has no authority regarding the terms and conditions for water service and any service agreements required of the Petitioner by Milcrofton Utility District;

6. Any disputes between the Petitioner and Milcrofton Utility District related to cost of improvements or improvement obligations are within the purview of the Utility Management Review Board and are not within the authority of the County Mayor to consider or resolve;

7. Milcrofton Utility District has pipes in the ground in the immediate vicinity of the area for which Petitioner is desirous of water service;

8. Milcrofton Utility District is able to serve water and has the capability of providing water service to Section 8 of Kings Chapel and future sections of Kings Chapel Subdivision;

9. The timing of providing water service to Kings Chapel Section 8 and future sections of Kings Chapel Subdivision by Milcrofton Utility District is reasonable; and


10. The public convenience and necessity does not require other or additional services be permitted within the exclusive water service district of Nolensville/College Grove Utility District, as serviced by Milcrofton Utility District per the terms of the previously-noted Service Area Agreement.

CONCLUSION

For the foregoing reasons, I hereby deny the request of Petitioner that other or additional services be allowed within the exclusive water service area of Nolensville/College Grove Utility District, as delegated by the interlocal Service Area Agreement to Milcrofton Utility District to serve the approximately 329 acres of Kings Chapel Subdivision as further described in the Service Area Agreement.

It is therefore **ORDERED AND DECREED**, JP Properties, LLC's request pursuant to Tennessee Code Annotated Section 7-82-301(a)(1)(B) that the County Mayor find that the public convenience and necessity requires other or additional services within the exclusive water service district of Nolensville/College Grove Utility District as assumed by Milcrofton Utility District in the Service Area Agreement is hereby **DENIED**. This finding and order applies to any other development entity of Kings Chapel Subdivision.

Entered this 23rd of August, 2018.



Rogers C. Anderson, County Mayor
Williamson County, Tennessee

A copy of the foregoing has been provided via electronic and United States Mail, postage prepaid to:

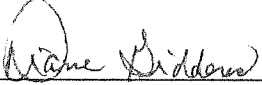
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Diane Giddens, Chief of Staff
Williamson County Mayor's Office

8/24/18

Date