

CONSENT AGENDA
Williamson County Board of Commissioners
September 9, 2024 - 7:00 p.m.

NOTARIES

SECOND READINGS:

FUNDS IN-LIEU-OF AND ESCROW:

ACCEPTING ROADS:

OTHER:

Resolution No. 9-24-1, Resolution Authorizing the Williamson County Mayor To Grant An Easement To Middle Tennessee Electric Membership Corporation – Commissioner Stresser

NEW

ABELT, NATHAN ALLEN
ADAME, JESSE
ADAMS, BRENDA S.
ALBARATI, MAGGIE
ARTHUR, DIANA STELLA
BALDWIN, JAMESON B.
BARKER, RYAN THOMAS
BECKER, MACKENZIE
BRIGGS, DAWN MARIE
BUTLER, EMILY RUTH
CONNERS, VIRGINIA CATHERINE
COUCH, JOHN C., III
CRANTS, JENNIFER ASHLEY
CRIGGER, MATTHEW JARED
CROSS, YVONNE HAYS
CUSTARD-MOBLEY, ALEXIS CATRICE
DIGBY, SARAH REIST
EVANS, TAURI STARR
FARHANGI, ELLAHE
FERRELL, LISA D.
FLYNN, ANGIE S.
FOX, JENNIFER A.
FRASHER, TRACI
GARNER, TIFFANY RENE A
GIOVE, BECKY
GOFF, DESIREE J.C.
GOINS, TANETRIA A.
GONZALEZ RIOS, JEIVEL
GORDON, LINDSAY NICOLE
HANES, NORMAN LEWIS
HANNA, AARON DANIEL
HAYES, RACHAEL ANNE
HELIE, ALEXZANDRIA ELIZABETH
HIRT, CAROLANNA G.
HOBACK, EMILY JONES
HODGE, GRIFFIN THOMAS
HOLCOMB, WILLIAM EDGAR, IV
IVEY, JENNIFER
JACKSON, RAQUEL
JACOBY, KRISTEN
JOERGER, JEREMY BRIAN
JOLLEY, DENNIS E.
JONES, JENNIFER
KEY, HANNAH NICOLE
KHAMPHENGPHET, NALLIE ANNE
KING, LESLIE NOELLE
KIZER, MERIDY HARLESS
KNIZLEY, LINCOLN BOSTWICK
KUDLA, VIRGIE
KUSNIROVA, IRENA
LASHLEE, SHANNON
LEARNED, EMILY
LEE, MELVIN P.
LEVET, HANNAH MARIE
LEVY, KRISTINA ANNE
LIND, SUZIE BEHZADI
LINDEN, ELLIANA JEAN
LOWE, ROBERT D.
MACKOWSKI, KARI F.
MACLACHLAN, SHANNON MARY
MADDEN, CRYSTAL TASHA-ANN
MASTERS, LISA J.
MATHEW, SARAH ELIZABETH
MCDANIEL, ALEXANDRA LOUISE
MCDEARMAN, LAURA E.
MCMASTERS-MORRELL, BOBBI JO
MEDINA-MARTINEZ, EVAN JEAN' (EJ)
MORSE, THIMNA
NORTON, MICHELLE
OVERSTREET, CRYSTAL MARIE
PAUTIENUS, ROBERT M., III
PETERS, ALEX R.
PIERI, ANDREW M.
PIHS, TRINA M.
POUNCY, COURTNEY D.
QUIJANO PLAZAS, DANIELA
REDDY, NAMRATHA MOORAY PASALA
REID, TIMOTHY HOWARD
REYES, ANNMARIE
REYES, JOSEPH JAMES
RHEA, AMANDA BARKLEY
RICE, J. DOUGLAS
RICHARDS, JESSICA
RIVERA, RAQUEL
RIZK, BISHOY M.
ROBB, JON LESLIE
ROSARIO, KRISTIN H.
RUBEN, LAUREN MARIE
RUNNION, CALEB PARKER
SCHRAMKOWSKI, MELISSA CAPELL
SCHROEDER, VICTORIA NICOLE
SCOTT, DENA W.
SPRADLIN, MYKA NOBLIT
SPRINGER, SYDNI NICHOLE
STARR, JULIE
SULLIVAN, BARBARA D.
SULLIVAN, MICAH ZEBE
TARANTO, LAURA ANN
TAYLOR, COLLEEN CUNNINGHAM
THOMASON, TOM S.

NEW

TOMLIN, JASON R., SR.
TYRA, NIKKI M.
VASQUEZ, WENDY LYNN
VAUGHN, SHERRY
VERSCH, VERUSCHKA CRISTA
WARD, KATHRYN L.
WINKLER, AUTUMN MICHELLE
WREN, DAVID HUNTER

RENEWALS

APPLETON, KIM
ARNOLD, NANCY A.
BALDWIN, MELANIE L.
BARNES, BEVERLY L.
BARRON, TONJA
BAZEMORE, TAMMY I.
BERGERON, BROOKE
BREWER, BRUCE B.
BROWN, LINDSEY T.
BURCHFIELD, TONY
BURRIS, MICHAEL
BUSELLI, JENNIFER
CAGLE, ASHLEY N.
CAREY, JENNY LYNN
COLES, STEPHANIE
COLLINS, KRISTIE
COLLINS, RONNIE S.
CONRAD, RACHEL
COOK, CONNIE R.
COWHERD, CHRIS
CREECH, LAURIE L.
CREEKMUR, COURTNEY
DEMASS, RACHEL
DOWDY, CINDY Y.
DUGGER, WALTER T., III.
EVANS, MELISSA
FLEMING, JENNIFER L.
FORREST, STEPHANIE ELIZABETH
GASBARRA, DIANE M.
GRAINGER, ALLISON
HANNAH, LAVITA
HANSBROUGH, ERICA A.
HARDIN, CASEY
HEITHCOCK, TOM BENNETT
HELTON, ADAM
HENSLEY, NATALIE
HERBERT, JUDY L.
HOOKER, ERROLL I.
JACKSON, RHONDA
JALOVE, LAURA K.
JONES, BECKY L.
JUDKINS, LISA
KAVIN, R. FRANCENE
KHAILA, SOHEILA
KILLEBREW, JEFF
LAMBERT, DEBORA ANN
LAWHON, ROBERT R.
LOHNES, TINA
LOONEY, SONYA M.
MAROON, CHRISTINE
MARSH, TERRY L., JR.
MARTIN, CONNIE
McGLYNN, DANIELLE
MONETTE, ELIZABETH
MOORE, TODD
MORGAN, AMY
NEECE, DENA R.
NINER, AMELIA
OWNENS, MICHELLE
PARKER, HEATHER D.
PARRIS, GINA
PERRONE, GREGORY SCOTT
POCH, SIERRA W.
PROIA, MARIA
REID, LORI T.
REUTER, MICHELLE
RICKS, SHARLYN
ROGERS, KEVIN
SAGAVAD, NEHA
SCHWALB, JOHN D.
SHOLAR, HUNTER D., SR.
SMITH, GARY L.
SMITH, SARA ANN BOYD
SMITH, THOMAS A.
STUBSTEN, NANCY S.
TOMLIN, SARAH E.
TROY, SHELLY
TURNER, LEAH A.
VERMILYE, CAROLYN
WALKER, STEPHANIE
WELCH, CATHIE L.
WHITE, CYNTHIA D.
WHITNEY, TERESA
WILLIAMS, AMANDA J.
YORK, REBECCA D.
YOUNG, AMANDA S.
YOUSIEF, ERINIE
ZUCKERMAN, INDIANA

Resolution No. 9-24-54
Requested by: Property Management

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT AN EASEMENT TO MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION

WHEREAS, Williamson County, Tennessee (“County”) is a governmental entity that owns real property located on Bethesda Road, Thompson’s Station, Tennessee and found at Map 164, Parcel 005.01 (“Property”); and


WHEREAS, County, upon approval of its legislative body, is authorized to grant utility easements on County owned property; and

WHEREAS, Middle Tennessee Electric Membership Corporation d/b/a MTE (“MTE”) needs a utility easement on the Property to install equipment for the provision of electricity to the Property; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute all documentation to provide the utility easement to MTE:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September 2024, authorizes the Williamson County Mayor to grant a utility easement to MTE on property owned by County located at Map 164, Parcel 005.01 as further described on the attached documentation;

AND, BE IT FURTHER RESOLVED, that the County Mayor is hereby authorized to execute the MTE utility easement and all other documentation needed to grant the easement.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 3 Against 0 Pass 2 Out
Commission Action Taken: For Against Pass Out

Jeff Whidby, Williamson County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Right-of-Way

Easement

This instrument prepared by: MTE
555 New Salem Highway, Murfreesboro, TN 37129.
EP _____ Employee Initials



Middle Tennessee Electric Co.

Service Location # _____ Meter Set SO # _____ WO# 16534850

Grantor: Williamson County, Tennessee And/by Vogue Tower Partners VII, LLC

Select one of the following: unmarried married business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, if attached, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County 094 State of Tennessee Tax Map: 164 Group: _____ Parcel: 00501

Address 4909A Bethesda Rd Thompsons Station 37179
House/building# _____ Street/Road Name _____ City _____ Zip _____

and such Property being of record in Deed Book 923, Page 418, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2024.

Re

Print Name/Title of Authorized Signatory _____

Print Name/Title of Authorized Signatory _____

Legal Signature _____

Legal Signature _____

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature _____ My Commission Expires _____

Notary Signature _____ My Commission Expires _____

Site Name: **BETHESDA PARK**
Site Number: **TN-056**
Site Location: **Bethesda Road, Thompson Station, TN 37179**

LESSEE'S PREMISES:

All that Tract or Parcel of land lying and being in the Twelfth Civil District, Williamson County, Tennessee, and being a portion of that property of Williamson County, Tennessee, known as Tax Parcel 164 00501, of record in Deed Book 923, Page 418, and other instruments, Register's Office, Williamson County, Tennessee, and being more particularly describes as follows:

COMMENCE at a one-half-inch Iron Rod found at a Northwestern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of S 64°06'02" E, a distance of 113.59 feet to the POINT OF BEGINNING;

Thence N 41°07'07" E, a distance of 55.00 feet;
Thence S 48°52'53" E, a distance of 45.00 feet;
Thence S 41°07'07" W, a distance of 55.00 feet;
Thence N 48°52'53" W, a distance of 45.00 feet to the POINT OF BEGINNING.

Said Premises contains 0.06 Acres (2,475 Square Feet), more or less.

LESSEE'S 30' ACCESS & UTILITY EASEMENT

All that Tract or Parcel of land lying and being in the Twelfth Civil District, Williamson County, Tennessee, and being a portion of that property of Williamson County, Tennessee, known as Tax Parcel 164 00501, of record in Deed Book 923, Page 418, and other instruments, Register's Office, Williamson County, Tennessee, and being more particularly describes as follows:

COMMENCE at a one-half-inch Iron Rod found at a Northwestern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of S 64°06'02" E, a distance of 113.59 feet to the POINT OF BEGINNING;

Thence S 48°52'53" E, a distance of 30.14 feet;
Thence S 35°33'02" W, a distance of 47.15 feet;
Thence with a curve to the left with an arc length of 45.83 feet, with a radius of 46.01 feet, with a chord bearing of S 07°00'46" W, with a chord length of 43.96 feet;
Thence S 21°31'29" E, a distance of 129.94 feet;
Thence N 75°43'54" E, a distance of 110.83 feet;
Thence N 56°59'23" E, a distance of 249.60 feet;
Thence with a curve to the right with an arc length of 71.53 feet, with a radius of 180.41 feet, with a chord bearing of N 68°20'53" E, with a chord length of 71.06 feet;
Thence N 79°42'22" E, a distance of 78.04 feet;
Thence with a curve to the left with an arc length of 114.25 feet, with a radius of 246.70 feet, with a chord bearing of N 66°26'22" E, with a chord length of 113.23 feet;
Thence N 53°10'21" E, a distance of 66.65 feet to a point on the Southeast Right-of-Way Line of Bethesda Road;
Thence S 44°16'18" E, along said Right-of-Way Line, a distance of 30.26 feet;
Thence S 53°10'21" W, leaving said Right-of-Way Line, a distance of 70.57 feet;

Thence with a curve to the right with an arc length of 128.14 feet, with a radius of 276.70 feet, with a chord bearing of S 66°26'22" W, with a chord length of 127.00 feet;
Thence S 79°42'22" W, a distance of 78.04 feet;
Thence with a curve to the left with an arc length of 59.63 feet, with a radius of 150.41 feet, with a chord bearing of S 68°20'53" W, with a chord length of 59.24 feet;
Thence S 56°59'23" W, a distance of 254.55 feet;
Thence S 75°43'54" W, a distance of 142.20 feet;
Thence N 21°31'29" W, a distance of 65.49 feet;
Thence N 57°04'11" W, a distance of 44.13 feet;
Thence N 32°55'49" E, a distance of 31.53 feet;
Thence N 21°31'29" W, a distance of 36.63 feet;
Thence with a curve to the right with an arc length of 75.72 feet, with a radius of 76.01 feet, with a chord bearing of N 07°00'46" E, with a chord length of 72.63 feet;
Thence N 35°33'02" E, a distance of 50.07 feet to the POINT OF BEGINNING.

Said Easement contains 0.68 Acres (29,632 Square Feet), more or less.

LESSEE'S 66' RADIUS FALL ZONE

All that Tract or Parcel of land lying and being in the Twelfth Civil District, Williamson County, Tennessee, and being a portion of that property of Williamson County, Tennessee, known as Tax Parcel 164 00501, of record in Deed Book 923, Page 418, and other instruments, Register's Office, Williamson County, Tennessee, and being more particularly describes as follows:

All that land which lies within a circle having a radius of 66 feet, said circle having a center point located as follows:

COMMENCE at a one-half-inch Iron Rod found at a Northwestern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of S 64°06'02" E, a distance of 113.59 feet;
Thence along a Chord Tie Line having a Bearing of N 80°24'29" E, a distance of 35.53 feet to the CENTER POINT of the circle which forms the Fall Zone described herein;

Said Fall Zone contains 0.31 Acres (13,685 Square Feet), more or less.

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025
COUNTY GENERAL BUDGET BY \$70,544.99 - REVENUES
TO COME FROM VICTIM ASSESSMENT FEES**

WHEREAS, Tennessee Code Annotated, Section 40-24-109, gives a county legislative body the ability to provide a fee of \$45.00 on behalf of an existing program established to assist victims of crime, their families, or survivors by authorizing a victims assistance assessment to be collected by the clerks of all courts of general sessions, circuit and criminal courts, municipal courts exercising general sessions court jurisdiction and any other court exercising similar criminal jurisdiction; and,

WHEREAS, in May 2007, the Williamson County Board of Commissioners, finding that the cost of assisting victims of crime should not be borne by the law-abiding taxpayers of Williamson County, but rather by the individuals who are responsible for the commission of criminal offenses, adopted and implemented the victim's assistance assessment which it has collected since the effective date; and,

WHEREAS, the Victims of Crime Assistance Program 21st District operates for the purpose of assisting all victims of crime, their families and/or survivors; and,

WHEREAS, the Victims of Crime Assistance Program 21st District is established as a non-profit entity that satisfies the requirements contained in Tennessee Code Annotated, Section 40-24-109; and,

WHEREAS, Tennessee Code Annotated, Section 5-9-109, authorizes the Williamson County Board of Commissioners to make appropriations to non-profit charitable organizations that satisfy the requirements contained in the statute; and,

WHEREAS, the Board of County Commissioners of Williamson County has determined that it is in the interest of the citizens of Williamson County to appropriate the funds that have been collected for the Victim's Assistance Program through June 30, 2024, be appropriated to the Victims of Crime Assistance Program 21st District.

NOW, THEREFORE, BE IT RESOLVED, that the 2024-2025 County General Budget be amended, as follows:

REVENUES:

Reserve-Victims Assistance Programs \$ 70,544.99
(101.00000.341590.00000.00.00.00)

EXPENDITURES:

Victims of Crime Assistance Programs, \$ 70,544.99
21st District Incorporated
(101.53930.531600.00000.00.00.00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee: For 5 Against 0 Pass 2

Budget Committee: For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25
ASSESSOR'S BUDGET BY \$8,500 FOR EDUCATIONAL INCENTIVE
SALARY SUPPLEMENTS - REVENUES TO COME FROM STATE FUNDS**

WHEREAS, Tennessee Code Annotated 67-1-508, authorizes salary supplements to assessors of property and deputies who maintain professional assessment designations;

WHEREAS, these payments have been direct payments to qualifying employees of the Assessor's office; and,

WHEREAS, the law has been amended to direct that these supplements may no longer be direct payments but must be submitted through the County General Fund and on to the approved recipients; and,

WHEREAS, the State of Tennessee has deposited these funds for payment to the qualified recipients;

NOW, THEREFORE, BE IT RESOLVED, by the Williamson County Board of Commissioners, meeting in regular session this the 9th of September, 2024, that the 2024-25 Property Assessor's budget be amended, as follows:

REVENUES:

State Revenue **\$8,500.00**
101.00000.469900.00000.00.00.00.G0030

EXPENDITURES:

Salary Supplements **\$8,500.00**
101.52300.514000.00000.00.00.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 9-24-4
Requested by: Library Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025
LIBRARY BUDGET BY \$131,289.32- REVENUES
TO COME FROM DONATIONS, CONTRIBUTIONS AND FINES**

WHEREAS, *Tennessee Code Annotated, Section 5-8-101*, provides that a county government may accept donations of money, intangible personal property, tangible personal property and real property that are subject to conditional or restrictive terms if the county legislative body accepts them by majority vote; and

WHEREAS, the Williamson County Public Library has received donations from individuals and organizations, contributions from municipalities, and revenues from fines;

WHEREAS, some of these funds were not spent at the end of the previous fiscal year, and are now available to appropriate in the 2024-2025 budget.

NOW, THEREFORE, BE IT RESOLVED, that the 2024 - 2025 Library Budget be amended, as follows:

<u>REVENUES</u>		
Donations/City	101-00000-486102-00000-00-00-00	\$ 18,231.75
Donation/Memorials	101-00000-486101-00000-00-00-00	\$ 350.00
Reserve/Library Donations	101-00000-351210-00000-00-00-00	\$ 53,554.24
Reserve/Library Fines	101-00000-351210-00000-00-00-00	\$ <u>59,153.33</u>
		\$131,289.32
<u>EXPENDITURES:</u>		
Library Books/Media	101-56500-543201-00000-00-00-00	\$ 74,698.57
Other Supplies/Foundation	101-56500-549902-00000-00-00-00	\$ 12,029.04
Other Charges	101-56500-559901-00000-00-00-00	\$ 5,408.38
Other Supplies and Materials	101-56500-549901-00000-00-00-00	\$ <u>39,153.33</u>
		\$ 131,289.32


Paul Webb - County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Library Board: For _____ Against _____
Budget Committee: For _____ Against _____

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

Jeff Whidby, County Clerk

Brian Beathard - Commission Chairman

Rogers C. Anderson - County Mayor

Date

Resolution No. 9-24-5
Requested by: 21st District Recovery Court

RESOLUTION APPROPRIATING \$39,460.61 TO THE 21ST DISTRICT RECOVERY COURT-REVENUES TO COME FROM DUI FINES

WHEREAS, T.C.A. §55-10-451(now 55-10-412) increased the mandatory minimum fees imposed for DUI (driving under the influence) conviction by \$100.00; and

WHEREAS, the statute further states that the increased portion of these fines shall not revert to the County General Fund, but shall be held in a dedicated account; and

WHEREAS, T.C.A. §55-101-412 authorizes the expenditure of these funds for alcohol and drug treatment facilities, licensed by the department of health, metropolitan drug commissions or other similar programs sanctioned by the Governor’s Drug Free Tennessee Program, organizations exempted from the payment of federal incomes taxes by the United States Internal Revenue Codes (26 U.S.C. and 501(c)(3)), whose primary mission is to educate the public on the dangers of illicit drug use or alcohol abuse or to render treatment for alcohol and drug addictions, or organizations that operate drug and alcohol programs for the homeless or indigent; and,

WHEREAS, the Circuit Court Judges have requested that **\$39,460.61** in fines accumulated in the dedicated account be released to the 21st District Recovery Court, Inc. to continue to provide treatment and services for the participants in the program;

NOW, THEREFORE, BE IT RESOLVED, that there being adequate funds available in the DUI Fines Account, the Williamson County Board of Commissioners, meeting in regular session this 9th day of September, 2024, hereby authorizes the release of **\$39,460.61** to the 21st District Recovery Court, Inc. for continuing the treatment and other services required for the participants in the programs, as follows:

REVENUES: **\$ 39,460.61**
Reserve Account – Alcohol & Drug Treatment
(101.00000.341510.00000.00.00.00)

EXPENDITURE:
Drug Treatment – 21st District Recovery Court, Inc.
(101.53330.536800.00000.00.00.00)

\$ 39,460.61


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Public Safety For 6 Against 0 Pass 1
Budget Committee For _____ Against _____
Commission Action Taken For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-6
Requested by: 21st District Recovery Court

RESOLUTION APPROPRIATING \$26,503.50 TO THE 21ST DISTRICT RECOVERY COURT - REVENUES TO COME FROM DEDICATED ACCOUNT

WHEREAS, the Circuit and General Sessions Courts of Williamson County have collected fees pursuant to T.C.A. §16-22-109 for use of state drug court treatment programs as defined in T.C.A. §16-22-109; and

WHEREAS, the 21st District Recovery Court, Inc. is a 501(c)(3) non-profit corporation operating a drug court treatment program as defined in T.C.A. §16-22-104 for the education and treatment of drug offenders; and

WHEREAS, the funds received by Williamson County as a result of such fees do not revert to the county general fund;

WHEREAS, the fees collected pursuant to T.C.A. §16-22-109 are necessary for the ongoing operation of the 21st District Recovery Court, Inc.;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 9th day of September, 2024, hereby appropriates **\$26,503.50** to the 21st District Recovery Court, Inc. for the continuing treatment, education and other services required for the participants in the program, pursuant to T.C.A. §16-22-109, as follows:

REVENUES: **\$ 26,503.50**
Drug Court Reserve Balance
(101.00000.341560.00000.00.00.00)

EXPENDITURE: **\$ 26,503.50**
Drug Treatment – 21st District Recovery Court, Inc.
(101.53330.536801.00000.00.00.00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Public Safety For 6 Against 0 Pass 1
Budget Committee For _____ Against _____
Commission Action Taken For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-7
Requested by: DUI Court

FILED 8/26/24
ENTERED 11:47 a.m.
JEFF WHIDBY, COUNTY CLERK *سار*

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 WILLIAMSON COUNTY
GENERAL SESSIONS - DUI COURT BUDGET BY \$115,266.61 – REVENUES TO COME
FROM UNAPPROPRIATED COUNTY GENERAL FUND BALANCE**

WHEREAS, Tennessee Code Annotated, Section 5-8-101, provides that a county government may accept donations of money, intangible personal property, tangible personal property, and real property that are subject to conditional or restrictive terms if the county legislative body accepts them by majority vote; and

WHEREAS, Williamson County General Sessions Court operates a DUI Court whose mission is to enhance public safety through the reduction of reoffending driving under the influence (“DUI”) offenses; and

WHEREAS, the DUI Court Foundation of Williamson County, Inc., formally the Restorative Justice Foundation, is a 501(c)(3) organization dedicated to supporting the Williamson County DUI Court by securing funds and financial aid for the ongoing operation and expansion of the DUI Court with the purpose of providing participants with treatment and accountability for driving while under the influence; and

WHEREAS, the DUI Court Foundation of Williamson County, Inc., has donated funds within the prior year budget which were not utilized and are available to be appropriated for use for the benefit and operation of DUI Court programs and operations, totaling \$115,266.61


NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September, 2024 that the 2024-25 General Sessions DUI Court Budget as follows:

REVENUES:

Unappropriated County General Fund Balance **\$115,266.61**
(101.00000.390000.00000.00.00.00)

EXPENDITURES:

Contract with DUI Court- Donation **\$115,266.61**
(101.53300.530902.00000.00.00.00)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee: For 6 Against 0 Pass 1

Budget Committee: For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-8
Requested by: DUI Court

RESOLUTION AUTHORIZING A GRANT CONTRACT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE TENNESSEE DEPARTMENT OF HEALTH AND HUMAN SERVICES ON BEHALF OF THE WILLIAMSON COUNTY GENERAL SESSIONS DUI COURT AND AMENDING THE 2024-25 DUI COURT BUDGET BY \$395,876 – REVENUES TO COME FROM GRANT FUNDS

WHEREAS, Williamson County received a notice of award for a grant with the Substance Abuse and Mental Health Services Administration; and

WHEREAS, the grant is for substance abuse and mental health services for participants of the Williamson County General Sessions DUI Court; and

WHEREAS, there is no requirement for Williamson County to appropriate matching funds; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the Tennessee Department of Health and Human Services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 9th day of September, 2024, hereby authorizes the execution of the grant contract on behalf of the Williamson County General Sessions DUI Court with the Tennessee Department of Health and Human Services and to amend the DUI Court budget for the 2024-25 fiscal year;


AND BE IT FURTHER RESOLVED, that the 2024-25 DUI Court Budget be amended as follows:

REVENUES

Other Direct Federal Revenue
101.00000.479900.00000.00.00.00.G0029 \$395,876.00

EXPENDITURES

Contracts Gov't Agencies
101.53300.530902.00000.00.00.00.G0029 \$395,876.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Public Safety For 6 Against 0 Pass 1
Budget Committee For _____ Against _____
Commission Action Taken For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 WILLIAMSON COUNTY GENERAL SESSIONS-DUI COURT BUDGET BY \$20,700.00 FOR THE DUI COURT OPIOID ABATEMENT FUNDS - REVENUES TO COME FROM ROLLOVER FUNDS

WHEREAS, in December of 2017 Williamson County (“County”) joined litigation to hold manufacturers of prescription opioids and their related companies, and pharmaceutical wholesale drug distributors accountable for their contribution to the opioid epidemic; and

WHEREAS, the Williamson County Opioid Abatement Task Force (“Task Force”) was established to accept and review applications from individuals and entities that desire to receive money from the Opioid Abatement Funds or that propose methods for using the Opioid Abatement Funds to serve the County’s citizens; and

WHEREAS, the Williamson County Board of Commissioners previously affirmed the Task Force’s decision to fund the DUI Recovery Court \$34,500.00 for opioid abatement and remediation services in compliance with the conditions as specified in the National Opioid Settlement court order; and

WHEREAS, funds received from the Opioid Abatement Fund in the amount of \$20,700.00 were not exhausted during the 2023-2024 fiscal year within the operating budget. These funds not exhausted rolled into the General Fund Balance for fiscal year 2025 and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the agreement:


NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session on the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 General Sessions-DUI Court budget be amended to appropriate funding for expenditures for opioid abatement and remediation services and activities which will be provided in accordance with the National Settlement Agreement;

REVENUES:

Opioid Reserve \$20,700.00
101.00000.341595.00000.00.00.00

EXPENDITURES:

DUI Recovery Court – Opioid
101.53300.539900.00000.00.00.00.OP100 \$20,700.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-10
Requested by: DUI Court

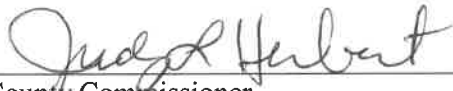
RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 WILLIAMSON COUNTY GENERAL SESSIONS-DUI COURT BUDGET BY \$250,585.03 FOR THE DUI COURT SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES GRANT – REVENUES TO COME FROM ROLLOVER FEDERAL GRANT FUNDS

- WHEREAS,** Williamson County (County) is a governmental entity that has a General Sessions Court system which operates a DUI court; and
- WHEREAS,** the General Sessions DUI Court received a grant from the Substance Abuse and Mental Health Services Administration for DUI treatment programs; and
- WHEREAS,** the grant is for a total of \$395,875.00 for the 2023-2024 fiscal year, conditioned on the funds being used for a DUI treatment program pursuant to the conditions set forth by the notice of award and terms and conditions; and
- WHEREAS,** funds received from this grant in the amount of \$250,585.03 were not exhausted during the 2023-2024 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the grant:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session on the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 General Sessions-DUI Court budget be amended to appropriate funding for the DUI court staff and related expenses, as follows:

REVENUES:
 Federal Grants- **\$250,585.03**
 General Sessions DUI Court
 (101.00000.479900.00000.00.00.00.G0029)

EXPENDITURES:
 Other State Grants **\$250,585.03**
 General Sessions DUI Court
 (101.53300.530902.00000.00.00.00.G0029)



 County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-11
Requested by: Vet Court

RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 WILLIAMSON COUNTY GENERAL SESSIONS-VET COURT BUDGET BY \$66,680.00 FOR THE VET COURT OPIOID ABATEMENT FUNDS - REVENUES TO COME FROM ROLLOVER FUNDS

WHEREAS, in December of 2017 Williamson County (“County”) joined litigation to hold manufacturers of prescription opioids and their related companies, and pharmaceutical wholesale drug distributors accountable for their contribution to the opioid epidemic; and

WHEREAS, the Williamson County Opioid Abatement Task Force (“Task Force”) was established to accept and review applications from individuals and entities that desire to receive money from the Opioid Abatement Funds or that propose methods for using the Opioid Abatement Funds to serve the County’s citizens; and

WHEREAS, the Williamson County Board of Commissioners previously affirmed the Task Force’s decision to fund the Vet Recovery Court \$70,000.00 for opioid abatement and remediation services in compliance with the conditions as specified in the National Opioid Settlement court order; and

WHEREAS, funds received from the Opioid Abatement Fund in the amount of \$66,680.00 were not exhausted during the 2023-2024 fiscal year within the operating budget. These funds not exhausted rolled into the General Fund Balance for fiscal year 2025 and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the agreement:


NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners Meeting in regular session on the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 General Sessions-Vet Court budget be amended to appropriate funding for expenditures for opioid abatement and remediation services and activities which will be provided in accordance with the National Settlement Agreement;

REVENUES:

Opioid Reserve \$66,680.00
101.00000.341595.00000.00.00.00

EXPENDITURES:

Veterans Court – Opioid
101.53300.539902.00000.00.00.00.OP100 \$66,680.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-12
Requested by: Veterans Treatment Court

RESOLUTION AUTHORIZING A GRANT CONTRACT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES ON BEHALF OF THE WILLIAMSON COUNTY GENERAL SESSIONS VETERANS TREATMENT COURT AND AMENDING THE 2024-25 VETERANS TREATMENT COURT BUDGET BY \$377,427.00 - REVENUES TO COME FROM GRANT FUNDS

- WHEREAS,** Williamson County received a notice of award for a grant with the Substance Abuse and Mental Health Services Administration; and
- WHEREAS,** the grant is for substance abuse and mental health services for participants of the Williamson County General Sessions Veterans Treatment Court; and
- WHEREAS,** there is no requirement for Williamson County to appropriate matching funds; and
- WHEREAS,** the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute the grant contract with the Department of Health and Human Services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 9th day of September, 2024, hereby authorizes the execution of the grant contract on behalf of the Williamson County General Sessions Veterans Treatment Court with the Department of Health and Human Services and to amend the Veterans Treatment Court budget for the 2024-25 fiscal year;

AND BE IT FURTHER RESOLVED, that the 2024-25 Veterans Treatment Court Budget be amended as follows:

REVENUES

Other Federal Revenue	
101.00000.479900.00000.00.00.00.G0056	\$377,427.00

EXPENDITURES

Contract with Government Agencies- Vet Court	
101.53300.530902.00000.00.00.00.G0056	\$377,427.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 WILLIAMSON COUNTY
GENERAL SESSIONS-VETERAN'S TREATMENT COURT BUDGET BY \$26,181.16
FOR THE DEPARTMENT OF JUSTICE ASSISTANCE GRANT -REVENUES TO
COME FROM ROLLOVER FEDERAL GRANT FUNDS**

WHEREAS, Williamson County (County) is a governmental entity that has a General Sessions Court system which operates a Veteran's Treatment Court; and

WHEREAS, the General Sessions Veteran's Treatment Court received a grant from the Department of Justice Assistance Office for Veteran's treatment programs; and

WHEREAS, the grant is for a total not to exceed \$500,000.00, conditioned on the funds being used for a Veteran's treatment program pursuant to the conditions set forth by the notice of award and terms and conditions; and

WHEREAS, funds received from this grant in the amount of \$26,181.16 were not exhausted during the 2023-2024 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the grant:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session this the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 General Sessions-Veteran's Court budget be amended to appropriate, as follows:

REVENUES:

Federal Grants- **\$26,181.16**
General Sessions Veteran's Court
(101.00000.479900.00000.00.00.00.G0050)

EXPENDITURES:

Other State Grants **\$26,181.16**
General Sessions Veteran's Court
(101.53300.530902.00000.00.00.00.G0050)



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 WILLIAMSON COUNTY VETERAN'S TREATMENT COURT BUDGET BY \$286,680.45 FOR THE VETERAN'S COURT SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES GRANT - REVENUES TO COME FROM ROLLOVER FEDERAL GRANT FUNDS

WHEREAS, Williamson County received a notice of award for a grant with the Substance Abuse and Mental Health Services Administration; and

WHEREAS, the grant is for substance abuse and mental health services for participants of the Williamson County General Sessions Veterans Treatment Court; and

WHEREAS, the grant is for a total of \$372,662.00 for the 2023-2024 fiscal year, conditioned on the funds being used for a Veterans treatment program pursuant to the conditions set forth by the notice of award and terms and conditions; and

WHEREAS, there is no requirement for Williamson County to appropriate matching funds; and

WHEREAS, funds received from this grant in the amount of \$286,680.45 were not exhausted during the 2023-2024 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the grant:

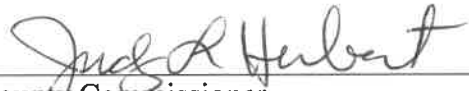
NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 Veteran's Treatment Court budget be amended as follows:

REVENUES

Other Federal Revenue
101.00000.479900.00000.00.00.00.G0056 \$286,680.45

EXPENDITURES

Contract with Government Agencies- Vet Court
101.53300.530902.00000.00.00.00.G0056 \$286,680.45


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 VETERANS TREATMENT COURT BUDGET BY \$20,000 - REVENUES TO COME FROM VETERANS TREATMENT COURT RESERVE

WHEREAS, the Williamson County General Sessions Court operates the Veterans Treatment Court; and

WHEREAS, the Veterans Treatment Court contracts for services provided to participants in the treatment and recovery program; and

WHEREAS, the Veterans Treatment Court needs to amend its budget for the 2024-2025 fiscal year for the operation of the Veterans Treatment Court:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September 2024, amends the 2024 - 2025 General Sessions Veterans Treatment Court budget as follows:

REVENUES:

Veterans Treatment Court **\$20,000**
(101.00000.341562.00000.00.00)

EXPENDITURES:

Other Contracted Services – Veterans Treatment Court **\$20,000**
(101.53300.539902.00000.00.00)


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 WILLIAMSON COUNTY JUVENILE COURT BUDGET BY \$97,325.74 FOR THE JUVENILE COURT OPIOID ABATEMENT FUNDS - REVENUES TO COME FROM ROLLOVER FUNDS

WHEREAS, in December of 2017 Williamson County (“County”) joined litigation to hold manufacturers of prescription opioids and their related companies, and pharmaceutical wholesale drug distributors accountable for their contribution to the opioid epidemic; and

WHEREAS, the Williamson County Opioid Abatement Task Force (“Task Force”) was established to accept and review applications from individuals and entities that desire to receive money from the Opioid Abatement Funds or that propose methods for using the Opioid Abatement Funds to serve the County’s citizens; and

WHEREAS, the Williamson County Board of Commissioners previously affirmed the Task Force’s decision to fund the Juvenile Court \$125,000.00 for opioid abatement and remediation services in compliance with the conditions as specified in the National Opioid Settlement court order; and

WHEREAS, funds received from the Opioid Abatement Fund in the amount of \$97,325.74 were not exhausted during the 2023-2024 fiscal year within the operating budget. These funds not exhausted rolled into the General Fund Balance for fiscal year 2025 and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the agreement:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session on the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 Juvenile Court budget be amended to appropriate funding for expenditures for opioid abatement and remediation services and activities which will be provided in accordance with the National Settlement Agreement;

REVENUES:

Opioid Reserve \$97,325.74
101.00000.341595.00000.00.00.00

EXPENDITURES:

Juvenile Court – Opioid
101.54240.539900.00000.00.00.00.OP100 \$97,325.74


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 JUVENILE SERVICES BUDGET BY \$776.00- REVENUES TO COME FROM PRIOR YEAR STATE GRANT FUND BALANCE

WHEREAS, Williamson County Juvenile Services (“Juvenile Services”) has been successful in providing mediation and legal clinic services for self-represented individuals and

WHEREAS, in the 2023-24 fiscal year, Juvenile Services received an Access and Visitation Grant from the State of Tennessee Administrative Office of the Courts in the amount of \$2,500 for the development of parenting plans, provision of mediation, and legal information on required court procedures for never married parents, non-custodial parents and/or caretakers, seeking to resolve issues concerning parenting and visitation in child support cases and cases involving child support issues in Williamson County Juvenile Services; and

WHEREAS, the grant contract does not require matching funds from Williamson County; and

WHEREAS, the unexpended balance from the prior fiscal year needs to be appropriated for expenditure within the current fiscal year;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session on the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 Juvenile Services Budget be amended, as follows:

REVENUES:

Other State Grants
101.00000.469800.00000.00.00.00.G0045 **\$776.00**

EXPENDITURES:

Other Contracted Services
101.54240.539900.00000.00.00.00.G0045 **\$776.00**


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-18
Requested by: County Health Director

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 HEALTH DEPARTMENT BUDGET
BY \$118.34- REVENUES TO COME FROM GRANT FUNDING**

- WHEREAS,** the Williamson County Health Department was awarded grant funding from the Tennessee Department of Health’s Injury Prevention Program; and
- WHEREAS,** the funds are used to provide child safety seats or other appropriate restraint devices to caregivers who meet financial criteria; and
- WHEREAS,** car seats and other appropriate restraint devices will ensure the safety of the child passenger and reduce the number of motor vehicle crash injuries and fatalities of unrestrained or improperly restrained children;
- WHEREAS,** the health department purchased and installed (50) car seats for Williamson county families; and
- WHEREAS,** the unexpended balance for the 2023-24 fiscal year needs to be brought forward to be utilized in the 2024-25 Health Department budget to continue working towards the established goals.

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Health Department budget be amended, as follows:

REVENUES:
Fund Balance \$118.34
101.00000.390000.00000.00.00.00

EXPENDITURES:
Other Contracted Services \$118.34
101.55110.530906.00000.00.00.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee: For _____ Against _____ Pass _____ Out _____
Budget Committee: For _____ Against _____ Pass _____ Out _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 HEALTH DEPARTMENT BUDGET BY \$862.13 - REVENUES TO COME FROM GRANT FUNDING

WHEREAS, the Williamson County Health Department was awarded grant funding from the Tennessee Department of Health’s Injury Prevention Program; and

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

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

WHEREAS, the Williamson County Health Department received the third quarter installment of \$862.13 in fiscal year 2024-25.

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Health Department budget be amended, as follows:

REVENUES:

Other State Revenues **\$862.13**
101.00000.469900.00000.00.00.00

EXPENDITURES:

Other Contracted Services **\$862.13**
101.55110.530906.00000.00.00.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee: For _____ Against _____
Budget Committee: For _____ Against _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE STATE OF TENNESSEE FOR LOCAL HEALTH SERVICES AND APPROPRIATING AND AMENDING THE 2024-25 HEALTH DEPARTMENT BUDGET – REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, grant funds are available for the local health department through the State of Tennessee which are utilized for operational costs including staffing salaries & benefits, supplies and printing needs for rural health services; and

WHEREAS, the proposed grant funding of \$1,200,200.00 has been budgeted in revenues and expenses for the annual Health Department budget for 2024-25; and

WHEREAS, upon receipt of the new fiscal year grant contract, it has been determined that additional funds would be awarded this year through grant funds, increasing the grant total to \$1,200,200.00;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners, meeting in regular session this 9th day of September 2024, that the County Mayor is hereby authorized to execute the documents necessary to complete this grant contract and any amendments thereto; and,

BE IT FURTHER RESOLVED, the 2024-25 Health Department budget be amended, as follows:

REVENUE

Other State Grants/DGA Funding \$46,900.00
101.00000.46980.00000.00.00.00.G0010

EXPENDITURES

Contracts w/Other Government Agencies \$46,900.00
101.55110.530900.00000.00.00.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee: For ___ Against ___ Pass ___ Out ___
Budget Committee: For ___ Against ___ Pass ___ Out ___
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION ACCEPTING A DONATION FROM FRIENDS OF WILLIAMSON COUNTY ANIMAL CENTER AND APPROPRIATING AND AMENDING THE 2024-2025 ANIMAL CENTER BUDGET BY \$71,000 – REVENUES TO COME FROM LEHEW FAMILY AND FRIENDS OF ANIMAL CENTER DONATIONS

WHEREAS, Tennessee Code Annotated, Section 5-8-101, provides that a county government may accept donations of money, intangible personal property, tangible personal property, and real property that are subject to conditional or restrictive terms if the county legislative body takes action to accept the conditional donation; and

WHEREAS, Marilyn and Calvin LeHew have made a generous conditional donation totaling \$70,000 to Friends of Williamson County Animal Center to be used for costs associated with spay/neuter services for the public; and

WHEREAS, Friends of Williamson County Animal Center has agreed to fund in annual increments, the supplementation of veterinary services for this goal; and,

WHEREAS, Friends of Williamson County Animal Center has donated \$1,000 to be used for a kennel sponsorship to be known as “Westhaven Pickleball”;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September 2024, on behalf of Williamson County Animal Control, accepts the generous donation;

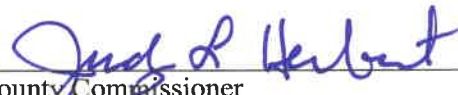
AND BE IT FURTHER RESOLVED that the 2024-25 Williamson County Animal Center budget be amended, and the funds be appropriated as follows:

REVENUES:

Donations
101.0000.486109.00000.00.00.00 **\$71,000**

EXPENDITURES:

Animal Control Veterinary Services
101.55120.535700.00000.00.00.00 **\$70,000**
Maintenance & Repair Services - Building
101.55120.533500.00000.00.00.00 **\$ 1,000**
\$71,000



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Public Health Committee For ___ Against ___ Pass ___ Out ___
Budget Committee For ___ Against ___ Pass ___ Out ___
Commission Action Taken: For ___ Against ___ Pass ___ Out ___

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 9-24-23
Requested by: Parks and Recreation

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE ARTS BUILD COMMUNITIES DESIGNATED AGENCY AND APPROPRIATING AND AMENDING THE 2024-25 PARKS AND RECREATION BUDGET BY \$5,000 – REVENUES TO COME FROM GRANT FUNDS

WHEREAS, Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state agencies; and

WHEREAS, the Greater Nashville Regional Council, through its Arts Build Communities Designated Agency notified Williamson County that it received a grant for an art project in accordance with the approved project and subject to the grant terms and conditions; and

WHEREAS, there is no requirement for Williamson County to appropriate matching funds; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to enter into the grant contract on behalf of Williamson County Parks and Recreation for grant funds received through the Arts Build Communities Designated Agency, a part of the Greater Nashville Regional Council:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the Arts Build Communities Designated Agency, the Greater Nashville Regional Council, on behalf of Williamson County Parks and Recreation as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations concerning funds received through the developing arts grant for the approved art project;

AND BE IT FURTHER RESOLVED, that the 2024-25 Williamson County Parks and Recreation budget be amended as follows:

REVENUES:

Other State Grants **\$5,000.00**
101.00000.469800.00000.00.00.00.G0054

EXPENDITURES:

Other Charges **\$5,000.00**
101.56700.559900.00000.00.00.00.G0054

Joseph Herbert
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks and Recreation Committee For _____ Against _____
Budget Committee For _____ Against _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 PARKS AND RECREATION BUDGET BY \$301,929.20 - REVENUES TO COME FROM DONATIONS AND RESERVES

WHEREAS, the Parks and Recreation Department has received donations totaling \$214,019.79 from the Community Youth Associations to be utilized to offset the hiring and scheduling of officials and supervisors, and for contributions toward upgrades at the facilities, and;

WHEREAS, donations were received to support the children’s theater program in the amount of \$2,200.00, and;

WHEREAS, with the departure of the Fifty Forward organization from the College Grove Community Center, an endowment donation was made in the amount of \$24,443.00 to aid in the purchase of a senior citizens bus for the parks and recreation department and to go towards senior citizen’s programming needs at the center, and;

WHEREAS, the JL Clay Senior Citizens Center made a donation to go towards the purchase of a Senior Citizens bus for transportation to programmed activities by the parks and recreation department, in the amount of \$61,266.41, and;

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting this September 9th, 2024, amends the Parks & Recreation Budget as follows:

REVENUES:		
101.00000.486104.00000.00.00.00 –DONATIONS		\$ 198,596.08
101.00000.351501.00000.00.00.00 – RESERVES		\$ 103,333.12
		\$ 301,929.20

EXPENDITURES:		
Vehicles		
101.56700.571800.00000.00.00.00		\$ 70,709.41
Part-time Officials/Scorekeepers		
101.56700.516901.00000.00.00.00		\$ 3,600.00
Maintenance/Repair- Parks		
101.56700.533501.00000.00.00.00		\$ 117,090.52
Instructional Supplies		
101.56700.549900.00000.00.00.00		\$ 7,000.00
Lawn Products		
101.56700.542000.00000.00.00.00		\$ 86,329.27
Other Charges/Theater/Special Events		
101.56700.559900.00000.00.00.00		\$ 2,200.00
Other Charges/Senior Citizens		
101.56700.559902.00000.00.00.00		\$ 15,000.00
		\$ 301,929.20


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee:	For ___ Against ___
Budget Committee:	For ___ Against ___
Commission Action Taken:	For ___ Against ___ Pass ___ Out ___

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

RESOLUTION AMENDING THE 2024-25 HIGHWAY DEPARTMENT BUDGET AND APPROPRIATING UP TO \$ 618,345.29 FOR FINAL PAVING EXPENSES ON SOUTHALL ROAD - REVENUES TO COME FROM STATE AID PROGRAM

WHEREAS, the Williamson County Highway Department maintains state aid roads within Williamson County

WHEREAS, the State of Tennessee allocates funding to County Highway Departments for maintenance of State Aid Roads,

WHEREAS, the Williamson County Highway Department completed and paid total cost of resurfacing Southall Road, which is a State Aid Road,

WHEREAS, the final payment of reimbursable expense from the State of Tennessee totals \$618,345.29;

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 Highway budget be amended, as follows:

REVENUES:

State Aid Program
(131.00000.464200.00000.48.00.00) \$ 618,345.29

EXPENDITURES:

Asphalt – Hot Mix
(131.62000.540400.00000.00.00.00) \$ 618,345.29

Judy D. Herbert
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission: For _____ Against _____

Budget Committee: For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson - County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 COUNTY GENERAL FUND BUDGET BY \$500,000.00 – REVENUES TO COME FROM EXISTING BUDGETED FUNDS AND ROLLOVER FEDERAL GRANT FUNDS

WHEREAS, in the 2023-2024 fiscal year, Williamson County received a grant in the amount of \$400,000 from the United States Department of Transportation, Federal Highway Administration Office of Safety (“DOT”) to fund the development of the Safe Streets and Roads for All (“SS4A”) Williamson County Roadway Safety Action Plan and Multi-modal Master Plan (“Project”); and

WHEREAS, the goal of the Project is to develop a comprehensive safety action plan for the County to provide municipalities and unincorporated areas within the County safety improvement planning and guidance for multimodal, county-wide connectivity; and

WHEREAS, the grant requires \$100,000 of matching funds. The matching funds were set up during fiscal year 2024. The matching funds not exhausted rolled into the General Fund Balance for fiscal year 2025; and

WHEREAS, funds received from this grant and match were not exhausted during the 2023-2024 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the grant:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session this the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 County General Fund budget be amended, as follows:

REVENUES:

County General Unappropriated Fund Balance 101.00000.390000.00000.00.00.00	\$ 100,000.00
Federal Grant Funds 101.00000.479900.00000.00.00.00.G0081	\$ 400,000.00
	\$ 500,000.00

EXPENDITURES:

Safe Streets for All Grant 101.58190.539900.00000.00.00.00.G0081	\$ 500,000.00
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County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-27
Requested by: Office of Public Safety

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025 EMERGENCY
MANAGEMENT AGENCY BUDGET BY \$35,000.00 – REVENUES TO
COME FROM ROLLOVER STATE GRANT FUNDS**

WHEREAS, in the 2023-2024 fiscal year, Williamson County Emergency Management Agency received a grant from the State of Tennessee, Emergency Management Agency for the for the provision of hazardous material preparedness; and

WHEREAS, the grant is for a total not to exceed \$35,000.00; and

WHEREAS, the grant does require Williamson County to provide Eight Thousand Seven Hundred Fifty and 00/100 Dollars (\$8,750.00) matching funds; and

WHEREAS, funds received from this grant were not exhausted during the 2023-2024 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the grant:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session this the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 Williamson County Emergency Management budget be amended, as follows:

REVENUES:

Federal through State Grant **\$35,000.00**
101.00000.475900.00000.00.00.00.G0038

EXPENDITURES:

Other Contracted Services **\$35,000.00**
101.54900.530900.00000.00.00.00.G0038



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 SHERIFF'S OFFICE BUDGET BY \$57,097.00 – REVENUES TO COME FROM GRANT FUNDS

WHEREAS, Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state agencies; and

WHEREAS, the Williamson County Sheriff's Office received a grant from the Office of Criminal Justice Programs for the provision of grant funds from the Violent Crime Intervention Fund; and

WHEREAS, the grant does not require any matching funds; and

WHEREAS, the Sheriff's Office received \$176,332.00 for the fiscal year 2023-24 and \$57,097.00 for the 2024-25 fiscal year for a total grant amount of \$233,429.00; and

WHEREAS, the Williamson County Board of Commissioners approved the Mayor's execution of the grant contract in September 2023; and

WHEREAS, the Board of Commissioners must approve acceptance of the grant funds in the amount of \$57,097.00 for the 2024-2025 fiscal year:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September, 2024, hereby amends the 2024-2025 Sheriff's Office budget to accept \$57,097.00 in grant funds to fulfill its contractual obligations concerning funds received through the Violent Crime Intervention Fund for the improvement of criminal justice system;

AND BE IT FURTHER RESOLVED, that the 2024-25 Williamson County Sheriff's Office budget be amended as follows:

REVENUES:

State Grant- \$57,097.00
101.00000.469800.00000.00.00.00.G0053

EXPENDITURES:

Other Salaries & Wages \$57,097.00
101.54110.579000.00000.00.00.00.G0053

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 6 Against 0 Pass 1
Budget Committee For Against
Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-2025
SHERIFF'S OFFICE BUDGET BY \$43,517.00 – REVENUES
TO COME FROM ROLLOVER GRANT FUNDS**

WHEREAS, in the 2023-2024 fiscal year, Williamson County Sheriff's Office received a grant from the Office of Criminal Justice Programs for the provision of grant funds from the Violent Crime Intervention Fund; and

WHEREAS, the Sheriff's Office received \$176,332.00 for fiscal year 2023-24; and

WHEREAS, the grant does not require matching funds; and

WHEREAS, funds received from this grant in the amount of \$43,517.00 were not exhausted during the 2023-2024 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the grant:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session this the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 Williamson County Sheriff's Office budget be amended, as follows:

REVENUES:

State Grant \$43,517.00
101.00000.469800.00000.00.00.00.G0053

EXPENDITURES:

Other Equipment \$43,517.00
101.54110.579000.00000.00.00.00.G0053



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25
SHERIFF'S DEPARTMENT BUDGET BY \$18,925.21 - REVENUES TO COME FROM
ROLLOVER FEDERAL PASS THROUGH STATE GRANT FUNDS**

WHEREAS, in the 2023-24 fiscal year, Sheriff's Department received grant funds from the Tennessee Department of Safety and Homeland Security for the provision of funding for participation in the Police Traffic Services Highway Safety Project(s); and

WHEREAS, the grant is for a total not to exceed \$40,000.00, conditions set forth by the notice of award and terms and conditions; and

WHEREAS, funds received from this grant in the amount of \$18,925.21 were not exhausted during the 2023-2024 fiscal year within the operating budget and need to be transferred to be utilized for the continued operation of this program, subject to the terms of the grant:


NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board Commissioners, meeting in regular session on the 9th of September 2024 in Williamson County, Tennessee that the 2024-25 Sheriff's Department budget be amended to appropriate, as follows:

REVENUES:

Federal through State Grant - Highway Safety **\$ 18,925.21**
101.00000.475900.00000.00.00.00.G0012

EXPENDITURES:

Overtime
101.54110.518700.00000.00.00.00 **\$ 17,393.73**
Other Charges
101.54110.559902.00000.00.00.00 **\$ 1,531.48**
\$ 18,925.21



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 SHERIFF'S OFFICE BUDGET BY \$40,000.00 – REVENUES TO COME FROM GRANT FUNDS

WHEREAS, Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state agencies; and

WHEREAS, the Williamson County Sheriff's Office received a grant from the Tennessee Department of Commerce and Insurance for the provision of funding for Tennessee law enforcement agencies for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy; and

WHEREAS, the grant is for five years and does not require any matching funds; and

WHEREAS, the Williamson County Board of Commissioners approved the Mayor's execution of the grant contract in January 2024; and

WHEREAS, the Board of Commissioners must approve acceptance of the grant funds in the amount of \$40,000.00 for the 2024-2025 fiscal year:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September, 2024, hereby amends the 2024-2025 Sheriff's Office budget to accept \$40,000.00 in grant funds for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy for the 2024-2025 fiscal year as follows;

REVENUES:

State Grant
101.00000.469800.00000.00.00.00.G0058 **\$40,000.00**

EXPENDITURES:

Other Salaries & Wages **\$40,000.00**
101.54110.518900.00000.00.00.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee For 6 Against 0 Pass 1

Budget Committee For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 SHERIFF'S OFFICE
BUDGET BY \$40,000.00 – REVENUES TO COME FROM GRANT FUNDS**

WHEREAS, Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with state agencies; and

WHEREAS, the Williamson County Sheriff's Office received a grant from the Tennessee Department of Commerce and Insurance for the provision of funding for Tennessee law enforcement agencies to award hiring and retention bonuses; and

WHEREAS, the grant is for five years and does not require any matching funds; and

WHEREAS, the Williamson County Board of Commissioners approved the Mayor's execution of the grant contract in October 2023; and

WHEREAS, the Board of Commissioners must approve acceptance of the grant funds in the amount of \$40,000.00 for the 2024-2025 fiscal year:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September, 2024, hereby amends the 2024-2025 Sheriff's Office budget to accept \$40,000.00 in grant funds for hiring and retention bonuses for the 2024-2025 fiscal year as follows;

REVENUES:

State Grant- **\$40,000.00**
101.00000.469800.00000.00.00.00.G0055

EXPENDITURES:

Other Salaries & Wages **\$40,000.00**
101.54110.518900.00000.00.00.00.G0055



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WILLIAMSON COUNTY
APPROPRIATING FUNDS NOT TO EXCEED \$3,000,000.00 TO BE USED TOWARDS
THE CONSTRUCTION OF A SPECIAL OPERATIONS FACILITY – REVENUE
TO COME FROM AMERICAN RESCUE PLAN ACT FUNDS**

WHEREAS, Williamson County (the “County”) is the recipient of funds disbursed from the United States Government pursuant to the American Rescue Plan Act (“ARPA” or the “Act”); and

WHEREAS, the County Board of Commissioners (the “Board of Commissioners”) is responsible for the expenditure of said funds in furtherance of the goals and guidelines contained in the Act and the associated 2023 Interim Final Rule released by the U.S. Treasury Secretary effective September 20, 2023 (“Interim Final Rule”); and

WHEREAS, the funds the County received pursuant to ARPA are to be used for the purpose of responding to the public health emergency and the negative economic consequences that resulted from the COVID-19 pandemic, including lost governmental revenue; and

WHEREAS, the County is in the process of initiating construction of a new special operations facility for the Williamson County Sheriff’s Office; and

WHEREAS, the County has agreed to contribute up to Three Million and 00/100 Dollars (\$3,000,000.00) of its ARPA funds to be used for the construction of a special operations facility; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the County’s citizens to appropriate ARPA funds to offset the construction costs for a new special operations facility:


NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners, meeting in regular session this 9th day of September, 2024, hereby appropriates not to exceed Three Million and 00/100 Dollars (\$3,000,000.00) of ARPA funds to be used towards the construction of a new special operations facility for the Sheriff’s Office by utilizing funds from ARPA received in recognition of the reduction in the County’s general revenue resulting from the COVID-19 pandemic as follows:

REVENUES:

ARPA Fund Balance \$3,000,000.00
127.00000.390000.00000.00.00.00

EXPENDITURES:

Building Construction – Spec.Ops \$3,000,000.00
127.58820.570600.00000.00.00.00



Commissioner Webb

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Resolution No. 9-24-35
Requested by: Commissioner Webb

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WILLIAMSON COUNTY
APPROPRIATING FUNDS NOT TO EXCEED \$500,000.00 FOR THE PURCHASE
AND INSTALLATION OF EMERGENCY WARNING SIRENS – REVENUE
TO COME FROM AMERICAN RESCUE PLAN ACT FUNDS**

- WHEREAS,** Williamson County (the “County”) is the recipient of funds disbursed from the United States Government pursuant to the American Rescue Plan Act (“ARPA” or the “Act”); and
- WHEREAS,** the County Board of Commissioners (the “Board of Commissioners”) is responsible for the expenditure of said funds in furtherance of the goals and guidelines contained in the Act and the associated 2023 Interim Final Rule by the U.S. Treasury effective September 20, 2023 (“Interim Final Rule”); and
- WHEREAS,** the funds the County received pursuant to ARPA are to be used for the purpose of responding to the public health emergency and the negative economic consequences that resulted from the COVID-19 pandemic, including lost governmental revenue; and
- WHEREAS,** Williamson County has placed warning sirens in various areas of the county to warn residents of potential severe weather such as tornados. Certain areas of the county do not have adequate coverage with the existing units; and
- WHEREAS,** the Board of Commissioners finds that the placement of warning sirens in underserved areas in the county will enhance the safety of the citizens residing in these areas; and
- WHEREAS,** the Board of Commissioners finds it in the best interest of the County’s citizens to appropriate funds not to exceed Five hundred thousand and 00/100 Dollars (\$500,000.00) in ARPA funds to supplement funding for the additional emergency warning sirens in the county:

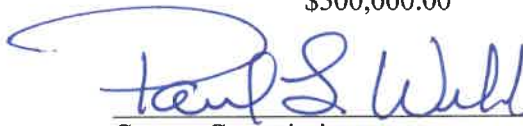
NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners, meeting in regular session this 9th day of September, 2024, hereby appropriates funds not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for additional emergency warning sirens in the county units, utilizing funds received in recognition of the reduction in the County’s general revenue resulting from the COVID-19 pandemic:

REVENUES:

Local Fiscal Recovery funds	
127.00000.390000.00000.00.00.00	\$500,000.00

EXPENDITURES:

Communication Equipment	
127.58814.570800.00000.00.00.00	\$500,000.00



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date _____

Resolution No. 9-24-36
Requested by: Commissioner Webb

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF WILLIAMSON COUNTY
APPROPRIATING FUNDS NOT TO EXCEED \$2,500,000.00 FOR THE PURCHASE AND
INSTALLATION OF AN EMERGENCY GENERATOR, TWO 250 TON CHILLERS AND RELATED
EQUIPMENT - REVENUE TO COME FROM AMERICAN RESCUE PLAN ACT FUNDS**

WHEREAS, Williamson County (the "County") is the recipient of funds disbursed from the United States Government pursuant to the American Rescue Plan Act ("ARPA" or the "Act"); and

WHEREAS, the County Board of Commissioners (the "Board of Commissioners") is responsible for the expenditure of said funds in furtherance of the goals and guidelines contained in the Act and the associated 2023 Interim Final Rule by the U.S. Treasury effective September 20, 2023 ("Interim Final Rule"); and

WHEREAS, the funds the County received pursuant to ARPA are to be used for the purpose of responding to the public health emergency and the negative economic consequences that resulted from the COVID-19 pandemic, including lost governmental revenue; and

WHEREAS, Williamson County has designated the Williamson County AgExpo Center as a continuation of government operations center (COGO) and maintaining electrical power for emergency communications and shelter is a priority of the center for which the generator will provide. Maintaining a workable environment for COGO and for sheltered citizens will be enhanced by modern chiller units; and

WHEREAS, the Board of Commissioners finds that the purchase and installation of a one megawatt generator will provide emergency power for the AgExpo Center enabling the center to maintain communications electrical power for operations and the purchase and installation of two replacement 250-ton chillers will provide better air quality and temperature for the citizens needing emergency shelter; and

WHEREAS, the Board of Commissioners finds it in the best interest of the County's citizens to appropriate funds not to exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) in ARPA funds to supplement funding for the purchase and installation of a One Megawatt generator and two 250-ton chillers for the AgExpo Center:

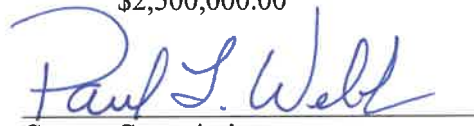
NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners, meeting in regular session this 9th day of September, 2024, hereby appropriates funds not to exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) for the purchase and installation of a One Megawatt generator to provide emergency power for the continuation of government operations and two 250-ton chillers for the use of the center as an emergency shelter for the citizens of Williamson county utilizing funds received in recognition of the reduction in the County's general revenue resulting from the COVID-19 pandemic:

REVENUES:

Local Fiscal Recovery funds
127.00000.390000.00000.00.00.00 \$2,500,000.00

EXPENDITURES:

Other Equipment
127.58818.579001.00000.00.00.00 \$2,500,000.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Resolution No. 9-24-37
 Requested by: Budget Director

RESOLUTION ADOPTING THE CAPITAL PROJECTS FUND BUDGET FOR THE WILLIAMSON COUNTY ADEQUATE FACILITIES TAX, THE WILLIAMSON COUNTY ADEQUATE SCHOOL FACILITIES TAX AND THE WILLIAMSON COUNTY EDUCATION IMPACT FEE FOR THE 2024-25 FISCAL YEAR

- WHEREAS,** Williamson County currently assesses the Williamson County Adequate Facilities Tax, the Williamson County Adequate School Facilities Tax, and the Williamson County Education Impact Fee; and
- WHEREAS,** the revenue received from the adequate facilities taxes is used for capital projects reasonably related to growth, and the revenue received from the impact fee is used for growth-necessitated capital improvements to education facilities and new construction of educational facilities; and
- WHEREAS,** the Tennessee Comptroller’s Office has advised Williamson County to adopt an annual capital projects fund budget concerning its adequate facilities taxes and impact fee; and
- WHEREAS,** the adoption of this capital project funds budget does not alter nor does it change the current process in which Williamson County approves appropriations or monthly reports provided to the County; and
- WHEREAS,** the adoption of the capital projects budget does not include or alter the current process for funding with bond/note proceeds which shall continue to come before the Board of Commissioners in resolution form for approval at the time the bond/note is issued:

	2023-2024 <u>Actual</u>	2024-2025 <u>Proposed Budget</u>
Estimated Revenues		
<u>40290 - Other Local Option Taxes</u>		
Privilege Tax - Fire	171.00000.402900..PR300	520,158.20
Privilege Tax - Recreation	171.00000.402900..PR400	208,063.28
Privilege Tax - Recreation	171.00000.402900..PR420	124,165.04
Privilege Tax - Recreation	171.00000.402900..PR430	51,110.88
Privilege Tax - Recreation	171.00000.402900..PR440	32,792.48
Privilege Tax - Recreation	171.00000.402900..PR450	73,265.20
Privilege Tax - Recreation	171.00000.402900..PR460	43,026.48
Privilege Tax - Recreation	171.00000.402900..PR470	28,232.40
Privilege Tax - Highway	171.00000.402900..PR500	52,015.82
Privilege Tax - School	171.00000.402900..PR610	1,820,553.70
Privilege Tax - School	171.00000.402900..PR620	1,427,897.96
Privilege Tax - School	171.00000.402900..PR630	587,775.12
Privilege Tax - School	171.00000.402900..PR640	377,113.52
Privilege Tax - School	171.00000.402900..PR650	842,549.80
Privilege Tax - School	171.00000.402900..PR660	494,804.52
Privilege Tax - School	171.00000.402900..PR670	324,672.60
Privilege Tax - Adequate Facilities	171.00000.402900..PR910	2,600,791.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR920	1,552,063.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR930	638,886.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR940	409,906.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR950	915,815.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR960	537,831.00
Privilege Tax - Adequate Facilities	171.00000.402900..PR970	352,905.00
Total Other Local Opton Taxes	14,016,394.00	13,365,000.00
<u>441100 - Interest Earned</u>		
Interest - Education Impact: WCS	171.00000.441100..IM100	3,481,846.62
Interest - Education Impact: FSSD	171.00000.441100..IM200	96,007.54
Interest - Detention	171-00000-441100..PR200	13,011.74
Interest - Privilege Tax Fire	171-00000-441100..PR300	110,187.21
Interest - Privilege Tax Recreation	171-00000-441100..PR400	42,751.04
Interest - Privilege Tax Highway	171-00000-441100..PR500	25,446.43
Interest - Privilege Tax School	171-00000-441100..PR600	196,265.15
Interest - Privilege Tax Adeq. Facilities	171-00000-441100..PR900	191,447.67
Total Interest Earned	4,156,963.40	1,874,000.00
<u>449900 - Other Local Revenues</u>		
Education Impact Fee - WCS	171.00000.449900...IM100	17,450,035.00
Education Impact Fee - FSSD	171.00000.449900...IM200	403,476.00
Education Impact Fee - WCS Contested	171.00000.449909..IM100	0.00
Education Impact Fee - FSSD Contested	171.00000.449909..IM200	0.00
Total Other Local Revenues	17,853,511.00	16,150,000.00
Total Revenues	36,026,868.40	31,389,000.00

Expenditures (Appropriations)

91130 - PUBLIC SAFETY PROJECTS

TR Commission - Priv tax	171.91130.551000..PR300	6,303.48	7,500.00
Other Capital Outlay - Fire	171.91130.579900.00000..PR300	1,331,219.18	747,064.18
Total Public Safety Projects		1,337,522.66	754,564.18

91150 - SOCIAL, CULTURAL, & RECREATION PROJECTS

TRCommission	171.91150.551000..PR400	6,034.07	7,400.00
Building Improvements	171.91150.570700.00000..PR414	0.00	0.00
Land	171.91150.571500.00000..PR402	0.00	0.00
Other Capital Outlay - Parks & Rec	171.91150.579900.00000..PR412	434,066.00	182,587.53
Total Social, Cultural, & Recreation Projects		440,100.07	189,987.53

91200 - HIGHWAY & STREET CAPITAL PROJECTS

TRCommission	171.91200.551000..PR200	130.12	140.00
TRCommission	171.91200.551000..PR500	774.60	900.00
Transfers to Other Funds	171.91200.559000...PR500	0.00	0.00
Other Capital - Multimodal Project	171.91200.579900...PR501	0.00	75,000.00
Bridge Construction	171.91200.570500...PR502	284,696.95	115,303.05
Total Highway & Street Capital Projects		285,601.67	191,343.05

91300 - EDUCATION CAPITAL PROJECTS

Contributions - WCS	171.91300.531600...IM100	0.00	45,012,716.22
Contributions - FSSD	171.91300.531600..IM200	0.00	1,822,878.13
TR Commission - WCS	171.91300.551000..IM100	209,318.82	255,000.00
TR Commission - FSSD	171.91300.551000..IM200	5,067.90	8,000.00
TRCommission	171.91300.551000..PR600	60,716.34	75,000.00
TRCommission	171.91300.551000..PR900	71,996.46	86,000.00
Transfers to Other Funds	171.91300.559000...PR600	3,800,000.00	3,800,000.00
Transfers to Other Funds	171.91300.559000...PR900	2,300,000.00	2,300,000.00
Other Capital Outlay	171.91300.579900.....PR601	374,718.97	500,000.00
Other Capital Outlay	171.91300.579900.....PR901	2,081,434.49	2,000,000.00
Other Capital Outlay	171.91300.579900.....PR902	312,878.02	350,000.00
Total Education Capital Projects		9,216,131.00	56,209,594.35

Total Expenditures 11,279,355.40 57,345,489.11

Excess Revenues (Expenses) **-25,956,489.11**

Estimated Beginning Fund Balance July 1, 2024 92,145,861.06

Estimated Ending Fund Balance June 30, 2025 66,189,371.95


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

 Jeff Whidby, County Clerk

 Commission Chairman

 Rogers C. Anderson, County Mayor

 Date

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR
TO ENTER INTO AN AMENDMENT TO THE CONTRACT WITH GRESHAM SMITH AND
TO APPROPRIATE UP TO \$75,000.00 - REVENUE TO COME FROM GENERAL FUND**

WHEREAS, Williamson County, Tennessee (“County”) is a governmental entity of the State of Tennessee who provides juvenile services, law enforcement services, and confinement services; and

WHEREAS, in June 2018 the Williamson County Board of Commissioners authorized the establishment of the Public Building Authority of Williamson County, Tennessee (“PBA”) which has resulted in Williamson County reducing change orders and ultimately total project costs, under the purview of the PBA; and

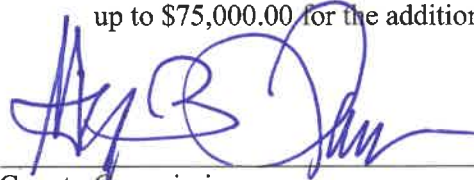
WHEREAS, the County has tasked the PBA with oversight of the Juvenile, Justice, Jail Project (“JJJ”) with the intent of reducing change orders and ultimately total project costs, under the purview of the PBA; and

WHEREAS, the County has contracted with Gresham Smith for architectural and engineering services for the JJJ project; and


WHEREAS, Commissioner Lawrence has requested a proposal from Gresham Smith to study and determine whether the old Verizon building located at 455 Duke Drive, Franklin, Tennessee could be renovated for use as part of the JJJ project with the hope of saving project funds; and

WHEREAS, Gresham Smith has agreed to amend the current contract to include additional services to study whether the existing Verizon building could adequately accommodate existing programs for the JJJ:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September, 2024, hereby authorizes the Williamson County Mayor to enter into a proposal to amend the current contract with Gresham Smith for additional services regarding the JJJ project, and all other necessary documents, and to appropriate up to \$75,000.00 for the additional services as follows:



County Commissioner



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Cmtc For 2 Against 5
Property Committee For 4 Against 1

Budget Committee For Against

Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date



PROPOSAL FOR ADDITIONAL SERVICES

July 8, 2024

**Williamson County - Juvenile Justice Center
45142.05**

The Public Building Authority of Williamson County, Tennessee
Rogers Anderson
Williamson County Mayor
1320 West Main Street, Suite 125
Franklin, TN 37064

Oversite
Jim Cross
Owner's Representative
103 Forrest Crossing Blvd, Suite 204
Franklin, TN 37064

Genuine Ingenuity

222 Second Avenue South
Suite 1400
Nashville, TN 37201
615.770.8100
GreshamSmith.com

SECTION 1: PROJECT UNDERSTANDING

The overall project consists of components including a Juvenile Justice Center, County Jail, County Sheriff Administration Building and County Sheriff Special Operations Building based on the Executed Prime Agreement. Refer to Agreement For Professional Architectural Services, dated August 9, 2021.

SECTION 2: SCOPE OF SERVICES AND COMPENSATION

The County has requested the Design Team develop a study to determine whether an existing building located at 455 Duke Drive in Franklin, TN can adequately support the existing program for the Juvenile Justice Center.

1. Juvenile Justice Center Test Fit

- a. The County will provide necessary to-scale plans in CAD and/or PDF of the proposed site and building along with any known limitations (existing to remain tenants or construction) that might impact the test fit.
- b. The Design Team will develop 1-3 (depending on worthwhile options to consider) initial options for consideration with plans generally developed to convey departmental arrangement and general circulation.
- c. With feedback from stakeholders, the Design Team will further develop one option including departmental floor diagrams and site plan. No renderings are anticipated. Design Team will develop brief narratives to describe any required changes to building infrastructure in order to support the preferred concept. This package will be delivered to the Construction Manager for cost analysis.

2. Site Evaluation for Additional Program

- a. Per County direction, the Design Team may explore the suitability of the existing building and site to support (up to 2) other additional uses.
- b. For each additional use, the County will provide estimated program requirements including overall area, special program requirements and parking/site needs.

Timeline: Approximately 4-6 weeks

Juvenile Justice Test Fit	\$55,000 (Lump Sum)
Site Evaluation for Additional Program	\$15,000 (Lump Sum)

Total Compensation	\$70,000 (Lump Sum)
Reimbursable Expenses	\$5,000 (Not to Exceed)

Work described above will be invoiced monthly per the terms of the prime agreement.

Direct project expenses will be invoiced per the terms of the prime agreement.


SECTION 3: AUTHORIZATION TO PROCEED

Executing this letter proposal will serve as Notice To Proceed. If this proposed scope and compensation is acceptable, please sign and return a copy to us for our records or contact us with any questions you may have. We will execute an AIA G802 – Additional Service via DocuSign once we receive this executed proposal and notice to proceed. We thank you again for this opportunity.

Gresham Smith

Williamson County

Jeffrey W Kuhnenn
Project Executive

 Rogers Anderson
Mayor

Cc: Amy Hardin, Mohammed Abu-Tayeh, File

Proposed Amendment to Resolution # 9-24-38 to include the needed appropriations to the Capital Projects Fund:

REVENUES:

Unappropriated County General Fund Balance	\$75,000
101.39000.00000.00.00.00	
Transfers In	\$75,000
171.00000.498000.00000.00.00.00	

EXPENDITURES:

Building Construction	\$75,000
171.91130.570602.00000.00.00.00	
Transfers to Other Funds	\$75,000
101.99100.559000.00000.00.00.00	

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,600,000 OF 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 (1) capital improvements to County buildings and facilities, including without limitation: (A) renovation to the County's administrative office complex; (B) acquisition of sheriff vehicles, ambulances, fire tankers and ladder truck; (C) acquisition of heart monitors; (D) improvements to library facilities; and (E) improvements to the Bethesda Recreation Complex; (2) acquisition of all real and personal property associated therewith; (3) payment of design, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); and (4) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of the County in an aggregate principal amount of not to exceed \$25,600,000, which bonds shall bear interest at a rate or rates per annum not to exceed the maximum rate or rates permitted by Tennessee law, and 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 \$25,600,000 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:

NOTICE

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.

Jeff Whidby, County Clerk

Adopted and approved this 9th day of September, 2024.



Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

_____ For _____ Against _____
_____ For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

RESOLUTION NO. 9-24-40

Requested by: Budget Director

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$40,400,000 OF GENERAL OBLIGATION PUBLIC IMPROVEMENT AND SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE, AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS

WHEREAS, pursuant to Section 9-21-101, et seq., Tennessee Code Annotated and Sections 49-3-1001, et seq., Tennessee Code Annotated (the “Acts”), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance public works projects and school projects; and

WHEREAS, the Board of County Commissioners (the “Governing Body”) of Williamson County, Tennessee (the “County”) hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide funds for (1) capital improvements to County buildings and facilities, including without limitation: (A) renovation to the County’s administrative office complex; (B) acquisition of sheriff vehicles, ambulances, fire tankers and ladder truck; (C) acquisition of heart monitors; (D) improvements to library facilities; (E) improvements to the Bethesda Recreation Complex; and (F) improvements to County high school facilities; (2) acquisition of all real and personal property associated therewith; (3) payment of design, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the “Projects”); and (4) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the issuance of general obligation bonds to finance public works projects other than school projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body did on September 9, 2024 adopt an initial resolution proposing the issuance of general obligation bonds to finance the Projects other than those related to County high schools, which initial resolution will be published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed \$40,400,000 in aggregate principal amount of its general obligation public improvement and school bonds; and providing for the levy of a tax for the payment of debt service on such bonds.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Acts and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means not to exceed \$40,400,000 in aggregate principal amount of General Obligation Public Improvement and School Bonds of the County, authorized herein;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) “County” shall mean Williamson County, Tennessee;

(e) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) “DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) “Federal Tax Certificate and Agreement” shall have the meaning ascribed in Section 11 hereof.

(j) “Governing Body” means the Board of County Commissioners of the County;

(k) “Municipal Advisor” means Stephens Inc., Nashville, Tennessee;

(l) “Projects” shall have the meaning ascribed to it in the preamble hereto; and

(m) “Registration Agent” means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy. The estimated debt service costs of the Bonds are set forth in Section 4 below. The proposed par amount of the Bonds includes an allowance for underwriting fees and other costs of issuance. The amount of underwriting fees and other costs of issuance will depend on the timing, amount and number of individual issuances. The Projects include capital improvements with varying estimated useful lives. In accordance with the terms of the Debt Management Policy, the Finance Director has identified school network security and technology improvements (estimated cost of \$4,837,292) and heart monitors (estimated cost of \$2,631,967) as assets having an expected useful life of ten years or less. The Governing Body acknowledges that all Projects will be amortized pro rata with the amortization of the Bonds, as projected in Section 4 below. As required by the Debt Management Policy, the weighted average maturity of the Bonds will be shorter than the weighted average useful life of the Projects. The principal amortization in the first ten years of the bond issue is estimated to be twice the cost of the assets having an estimated useful life of ten years or less.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount not to exceed \$40,400,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as “General Obligation Public Improvement and School Bonds” and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2025. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

(b) Subject to modifications permitted in Section 8 hereof, the Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in the table below. The interest amounts set forth below are

estimates (based in part on an assumed 4% interest rate) and are included herein solely for purpose of presenting estimated debt service costs as contemplated by the County's debt management policies. Actual principal and interest payments will depend upon market conditions on the date on which the Bonds are competitively bid and the structure of the winning bid, as described in Section 8.

Date	Principal	Interest	Total P+I
04/01/2025	-	808,000.00	808,000.00
04/01/2026	1,355,000.00	1,616,000.00	2,971,000.00
04/01/2027	1,410,000.00	1,561,800.00	2,971,800.00
04/01/2028	1,470,000.00	1,505,400.00	2,975,400.00
04/01/2029	1,525,000.00	1,446,600.00	2,971,600.00
04/01/2030	1,585,000.00	1,385,600.00	2,970,600.00
04/01/2031	1,650,000.00	1,322,200.00	2,972,200.00
04/01/2032	1,715,000.00	1,256,200.00	2,971,200.00
04/01/2033	1,785,000.00	1,187,600.00	2,972,600.00
04/01/2034	1,855,000.00	1,116,200.00	2,971,200.00
04/01/2035	1,930,000.00	1,042,000.00	2,972,000.00
04/01/2036	2,010,000.00	964,800.00	2,974,800.00
04/01/2037	2,090,000.00	884,400.00	2,974,400.00
04/01/2038	2,170,000.00	800,800.00	2,970,800.00
04/01/2039	2,260,000.00	714,000.00	2,974,000.00
04/01/2040	2,350,000.00	623,600.00	2,973,600.00
04/01/2041	2,445,000.00	529,600.00	2,974,600.00
04/01/2042	2,540,000.00	431,800.00	2,971,800.00
04/01/2043	2,645,000.00	330,200.00	2,975,200.00
04/01/2044	2,750,000.00	224,400.00	2,974,400.00
04/01/2045	2,860,000.00	114,400.00	2,974,400.00
Total	\$40,400,000.00	\$19,865,600.00	\$60,265,600.00

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2034 shall mature without option of prior redemption and Bonds maturing April 1, 2035 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2034 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(e) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(f) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds 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 Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(g) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds 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 as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds 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. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(h) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a

Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(i) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond 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 Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(j) The Bonds 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 with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(k) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(l) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds 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 Bond form.

(n) In case any Bond 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 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond 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 Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the debt service on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____ REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
GENERAL OBLIGATION PUBLIC IMPROVEMENT AND SCHOOL BOND, SERIES _____

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner: CEDE & CO.

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, said interest being payable on [April 1, 2025], and semi-annually thereafter on the first day of [April] and [October] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before April 1, 2034 shall mature without option of prior redemption and Bonds maturing April 1, 2035 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2034 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, 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 Bond. Upon such transfer a new Bond or Bonds 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 Bond 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 Bond shall be overdue. Bonds, 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 Bonds 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 Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to (i) finance public works and public facilities improvements for the County and high school construction and improvement projects, and (ii) pay costs of issuing the Bonds, 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 Sections 49-3-1001 *et seq.*, Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on September 9, 2024 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property located within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond 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 (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond 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 Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, 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 Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the principal corporate trust office of: _____

Date of Registration: _____

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

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 Bond of Williamson County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond 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 Bond 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.

Section 7. 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 Bonds 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 Bonds 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 of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered by competitive sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement and School Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2025, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the 21st fiscal year following the fiscal year of such series; (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of

Bonds is substantially level no later than the third fiscal year following the issue date of such series of Bonds;

(5) establish the terms upon which the Bonds will be subject to redemption at the option of the County; and

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement and School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds.

(a) The proceeds of the sale of each series of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in one or more special funds, each known as the Public Improvement and School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof and (ii) pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall either (i) be retained in the Construction Fund and applied to the purposes described above, or (ii) transferred to the County's debt service fund and applied to payment of interest on the Bonds, as directed by the County Mayor and in either case in a manner consistent the terms of the Federal Tax Certificate and Agreement. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the applicable County Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds, including bond proceeds, accrued interest, reoffering premium, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the

County to comply with the continuing disclosure agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds, including a federal tax certificate and agreement governing (among other things) the application of the sale proceeds of the Bonds and the investment earnings thereon (the “Federal Tax Certificate and Agreement”).

(c) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. 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.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (“an Agent”; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the

principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, 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 Bonds and interest due thereon shall have been paid in full.

Section 14. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 15. 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.

Section 16. 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.

Adopted and approved this 9th day of September, 2024.



Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Budget Committee For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

(Public Improvement & School Bond \$40.4m)

RESOLUTION NO. 9-24-41
Requested by: Budget Director

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$23,220,000 OF COUNTY DISTRICT SCHOOL BONDS OF WILLIAMSON COUNTY, TENNESSEE, AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS

WHEREAS, pursuant to Sections 49-3-1001, et seq., Tennessee Code Annotated (the “Act”), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance school projects; and

WHEREAS, the Board of County Commissioners (the “Governing Body”) of Williamson County, Tennessee (the “County”) hereby determines that it is necessary and desirable to issue county district school bonds of the County to provide funds for the (i) acquisition, design, construction, improvement, renovation and equipping of County K-8 school facilities; (ii) acquisition of property real and personal appurtenant to the foregoing; (iii) payment of engineering, architectural, legal, fiscal and administrative costs incident to the foregoing (collectively, the “Projects”); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the foregoing costs; and (v) payment of costs incident to the issuance and sale of such bonds; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed \$23,220,000 in aggregate principal amount of its county district school bonds; and providing for the levy of a tax for the payment of debt service on such bonds.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Act and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means not to exceed \$23,220,000 in aggregate principal amount of County District School Bonds of the County, authorized herein;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) “County” shall mean Williamson County, Tennessee;

(e) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) “DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) “Federal Tax Certificate and Agreement” shall have the meaning ascribed in Section 11 hereof.

(j) “Governing Body” means the Board of County Commissioners of the County;

(k) “Municipal Advisor” means Stephens Inc., Nashville, Tennessee;

(l) “Projects” shall have the meaning ascribed to it in the preamble hereto; and

(m) “Registration Agent” means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy. The estimated debt service costs of the Bonds are set forth in Section 4 below. The proposed par amount of the Bonds includes an allowance for underwriting fees and other costs of issuance. The amount of underwriting fees and other costs of issuance will depend on the timing, amount and number of individual issuances. The Projects include capital improvements with varying estimated useful lives. In accordance with the terms of the Debt Management Policy, the Finance Director has identified school network security and technology improvements (estimated cost of \$4,567,053) as assets having an expected useful life of ten years or less. The Governing Body acknowledges that all Projects will be amortized pro rata with the amortization of the Bonds, as projected in Section 4 below. As required by the Debt Management Policy, the weighted average maturity of the Bonds will be shorter than the weighted average useful life of the Projects. The principal amortization in the first ten years of the bond issue is estimated to be approximately 1.8 times the cost of the assets having an estimated useful life of ten years or less.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County in an aggregate principal amount not to exceed \$23,220,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as “County District School Bonds” and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on the Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2025. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

(b) Subject to modifications permitted in Section 8 hereof, the Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years and amounts provided in the table below. The interest amounts set forth below are estimates (based in part on an assumed 4% interest rate) and are included herein solely for purpose of presenting estimated debt service costs as contemplated by the County’s debt management policies. Actual principal and interest payments will depend upon market conditions on the date on which the Bonds are competitively bid and the structure of the winning bid, as described in Section 8.

Date	Principal	Interest	Total P+I
04/01/2025	-	464,400.00	464,400.00
04/01/2026	780,000.00	928,800.00	1,708,800.00
04/01/2027	810,000.00	897,600.00	1,707,600.00
04/01/2028	845,000.00	865,200.00	1,710,200.00
04/01/2029	875,000.00	831,400.00	1,706,400.00
04/01/2030	910,000.00	796,400.00	1,706,400.00
04/01/2031	950,000.00	760,000.00	1,710,000.00
04/01/2032	985,000.00	722,000.00	1,707,000.00
04/01/2033	1,025,000.00	682,600.00	1,707,600.00
04/01/2034	1,065,000.00	641,600.00	1,706,600.00
04/01/2035	1,110,000.00	599,000.00	1,709,000.00
04/01/2036	1,155,000.00	554,600.00	1,709,600.00
04/01/2037	1,200,000.00	508,400.00	1,708,400.00
04/01/2038	1,250,000.00	460,400.00	1,710,400.00
04/01/2039	1,300,000.00	410,400.00	1,710,400.00
04/01/2040	1,350,000.00	358,400.00	1,708,400.00
04/01/2041	1,405,000.00	304,400.00	1,709,400.00
04/01/2042	1,460,000.00	248,200.00	1,708,200.00
04/01/2043	1,520,000.00	189,800.00	1,709,800.00
04/01/2044	1,580,000.00	129,000.00	1,709,000.00
04/01/2045	1,645,000.00	65,800.00	1,710,800.00
Total	\$23,220,000.00	\$11,418,400.00	\$34,638,400.00

(c) Subject to the adjustments permitted pursuant to Section 8 hereof, Bonds maturing on or before April 1, 2034 shall mature without option of prior redemption and Bonds maturing April 1, 2035 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2034 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(e) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the

sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(f) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds 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 Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(g) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds 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 as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds 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. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(h) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each

registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(i) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond 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 Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(j) The Bonds 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 with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(k) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver

replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(l) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, teletype or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds 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 Bond form.

(n) In case any Bond 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 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond 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 Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
COUNTY DISTRICT SCHOOL BOND, SERIES _____

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner: CEDE & CO.

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, said interest being payable on April 1, 2025, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before April 1, 2034 shall mature without option of prior redemption and Bonds maturing April 1, 2035 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2034 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

This Bond is transferable by the registered owner hereof in person or by such owner’s attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, 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 Bond. Upon such transfer a new Bond or Bonds 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 Bond 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 Bond shall be overdue. Bonds, 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 Bonds 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 Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to finance County K-8 school projects and payment of costs of issuing the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 49-3-1001 et seq., Tennessee Code Annotated and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on September 9, 2024 (the "Resolution").

This Bond shall be payable from unlimited ad valorem taxes to be levied on all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District. For the prompt payment of the debt service on the Bonds, and subject to the limitation set forth in the preceding sentence, the full faith and credit of the County are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond 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 (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond 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 Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, 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 Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the principal corporate trust office of: _____

Date of Registration: _____

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

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 Bond of Williamson County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond 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 Bond 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.

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within that portion of the County lying outside the territorial boundaries of the Franklin Special School District, in addition to all other taxes authorized by law, sufficient to pay the debt service on the Bonds 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 debt service coming due on the Bonds 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 direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "County District School Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2025, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not exceed the 21st fiscal year following the fiscal year of such series; (C) the principal payment dates and amounts of any series of Bonds shall be structured so that the resulting debt service on such series of Bonds is substantially level no later than the third fiscal year following the issue date of such series of Bonds;

(5) establish the terms upon which the Bonds will be subject to redemption at the option of the County; and

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County.

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "County District School Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds.

(a) The proceeds of the sale of each series of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the County District School Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof and (ii) pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall either (i) be retained in the Construction Fund and applied to the purposes described above, or (ii) transferred to the County's debt service fund and applied to payment of interest on the Bonds, as directed by the County Mayor and in either case in a manner consistent the terms of the Federal Tax Certificate and Agreement. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the applicable County Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds, including bond proceeds, accrued interest, reoffering premium, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing the Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds, including a federal tax certificate and agreement governing (among other things) the application of the sale proceeds of the Bonds and the investment earnings thereon (the “Federal Tax Certificate and Agreement”).

(c) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. 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.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (“an Agent”; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, 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 Bonds and interest due thereon shall have been paid in full.

Section 14. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 15. 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.

Section 16. 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.

Adopted and approved this 9th day of September, 2024.



Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

_____ For _____ Against _____
_____ For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

(County District Bonds \$23.2m)

RESOLUTION NO. 9-24-42
Requested by: Budget Director

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF NOT TO EXCEED \$280,000,000 OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, IN ONE OR MORE SERIES, OF WILLIAMSON COUNTY, TENNESSEE; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS; AND ALLOCATING EDUCATIONAL IMPACT FEE COLLECTIONS TO DEFRAY EDUCATIONAL CAPITAL EXPENSES

WHEREAS, pursuant to Section 9-21-101, et seq., Tennessee Code Annotated (the “Act”), counties in Tennessee are authorized through their respective governing bodies to issue and sell their bonds to finance public works projects; and

WHEREAS, the issuance of general obligation bonds to finance public works projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by the Act; and

WHEREAS, the Board of County Commissioners (the “Governing Body”) of Williamson County (the “County”) has been provided with significant input from the County Sheriff and other County officials regarding the impact of rapid population growth on the County’s adult and juvenile detention facilities, and the outdated status of those facilities; and

WHEREAS, the County expects continued, significant growth to increase the pressures on these outdated structures; and

WHEREAS, the Governing Body has determined that, as a matter of public safety, these County facilities must to be updated to adequately serve and provide for the safety and protection of the citizens of the County; and

WHEREAS, the projected costs of these facilities has increased by 5% in the last year alone, increasing the burden on County taxpayers by almost \$15,000,000; and these costs are projected to continue to increase; and

WHEREAS, the County is exposed to significant additional cost in the event of structural, plumbing or electrical disruption resulting from the age or deficiency of the existing structures; and

WHEREAS, to minimize the capital expense of these projects to taxpayers, the Governing Body has determined that the County should commence construction on these projects as soon as possible; and

WHEREAS, the Governing Body did on September 11, 2023 adopt an initial resolution (the “Initial Resolution”) proposing the issuance of general obligation bonds in the maximum principal amount of \$325,000,000 to finance the construction, improvement, renovation and equipping of sheriff facilities and county jail, juvenile justice and other judicial and justice system facilities, and published the initial resolution as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Board of County Commissioners (the “Governing Body”) of Williamson County, Tennessee (the “County”) now determines that it is necessary and desirable to issue general obligation bonds of the County, in one or more series, under the authority of the Initial Resolution to provide funds for the (i) construction, improvement, renovation and equipping of sheriff facilities and county jail, juvenile justice and

other judicial and justice system facilities, (ii) acquisition of all real and personal property related thereto; (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the “Projects”); (iv) reimbursement to the appropriate fund of the County for prior expenditures for the costs of the Projects; and (v) payment of costs incident to the issuance and sale of such bonds; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing the issuance, sale and payment of not to exceed \$280,000,000 in aggregate principal amount of its general obligation public improvement bonds, in one or more series; and providing for the levy of a tax for the payment of debt service on such bonds.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to the Act and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means not to exceed \$280,000,000 in aggregate principal amount of General Obligation Public Improvement Bonds of the County, whether issued in one or more series, authorized herein;

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

(c) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) “County” shall mean Williamson County, Tennessee;

(e) “Debt Management Policy” means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(f) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(g) “DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(h) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(i) “Federal Tax Certificate and Agreement” shall have them meaning ascribed in Section 11 hereof.

(j) “Governing Body” means the Board of County Commissioners of the County;

(k) “Impact Fees” shall mean Educational Impact Fees imposed and collected by the County in the manner and at the time specified in Resolutions No. 11-16-6 and 11-16-7, adopted November 14, 2016;

(l) “Municipal Advisor” means Stephens Inc., Nashville, Tennessee;

(m) “Projects” means the (i) construction, improvement, renovation and equipping of sheriff facilities and county jail, juvenile justice and other judicial and justice system facilities; (ii) acquisition of all real and personal property related thereto; and (iii) payment of engineering, legal, fiscal and administrative costs incident to the foregoing; and

(n) “Registration Agent” means the registration and paying agent for the Bonds appointed by the County Mayor pursuant to Section 4 hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County’s Debt Management Policy. A discussion of estimated debt service requirements and costs of issuance is set forth in Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the costs of the Projects, (ii) reimburse the County for funds previously expended for such costs (if applicable); and (iii) pay the costs incident to the issuance and sale of the Bonds, as more fully set forth in Section 9 hereof, there are hereby authorized to be issued bonds of the County, in one or more series, in an aggregate principal amount not to exceed \$280,000,000. The Bonds shall be issued in fully registered, book-entry only form, without coupons, shall be issued in one or more series, shall be known as “General Obligation Public Improvement Bonds” and shall have such series designation and dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The aggregate true interest rate on the Bonds shall not exceed the maximum interest rate permitted by applicable law at the time of the sale of the Bonds, or any series thereof. Interest on each series of Bonds shall be payable semi-annually on April 1 and October 1 in each year, commencing on a date not later than 12 months following the issue date of such series of Bonds. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser.

(b) Each series of Bonds shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, and shall have a final maturity not later than 31 years following the issue date of such series of Bonds; provided that the first series of bonds issued hereunder shall have a final maturity not later than 21 years following the issue date of such series of Bonds. The amortization of the principal amount of each series of Bonds shall be structured in a manner such that each such series of Bonds will have approximately level debt service commencing no later than the fifth fiscal year following the issuance of such series of Bonds.

(c) Each series of Bonds shall be subject to redemption at the option of the County not later than 10 and ½ years from the issue date of such series of Bonds, on such terms as may be established by the County Mayor. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(d) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as term bonds, the County shall redeem term bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The term bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such

payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(e) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(f) The County Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent so appointed is authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds 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 Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(g) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds 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 as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds 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. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(h) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the

date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(i) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond 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 Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(j) The Bonds 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 with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(k) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. **SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.**

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants,

for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser of the Bonds, or any series thereof, does not intend to reoffer the Bonds to the public, then the County Mayor and the purchaser may agree that the Bonds be issued in the form of fully-registered certificated Bonds and not utilize the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(l) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(m) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds 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 Bond form.

(n) In case any Bond 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 Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond 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 Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of the debt service on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES _____

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner: CEDE & CO.

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, said interest being payable on _____, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, as registration agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before _____ shall mature without option of prior redemption and Bonds maturing _____ and thereafter, shall be subject to redemption prior to maturity at the option of the County on _____ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal

amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than 20 nor more than 60 days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, 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 Bond. Upon such transfer a new Bond or Bonds 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 Bond 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 Bond shall be overdue. Bonds, 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 Bonds 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 Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds to (i) finance public works and public facilities improvements for the County, and (ii) pay costs of issuing the Bonds, 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 September 9, 2024 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable properly located within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond 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 (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond 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 Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, 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 Bond to be signed by its County Mayor and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

WILLIAMSON COUNTY

BY: _____
County Mayor

(SEAL)

ATTESTED:

County Clerk

Transferable and payable at the principal corporate trust office of: _____

Date of Registration: _____

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

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 Bond of Williamson County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond 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 Bond 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.

Section 7. 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 Bonds 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 Bonds 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 of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered by competitive sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99%) of par exclusive of original issue discount, as a whole or in part, from time to time, as shall be determined by the County Mayor in consultation with the Municipal Advisor. The County Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate permitted by applicable law at the time of the sale of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

(b) The County Mayor is further authorized with respect to Bonds, or any series thereof:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) to designate the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) establish the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, within the parameters set forth in Section 4;

(4) establish the terms upon which the Bonds will be subject to redemption at the option of the County, within the parameters set forth in Section 4; and

(5) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County.

(c) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, in forms approved by the County Mayor as evidenced by his execution thereof.

Section 9. Disposition of Bond Proceeds.

(a) The proceeds of the sale of each series of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in one or more special funds (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. Moneys in the Construction Fund shall be disbursed solely to (i) pay costs of the Projects or reimburse the County for the prior payment thereof; (ii) pay interest on the Bonds in a manner consistent with the terms of the Federal Tax Certificate and Agreement; and (iii) pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law and the earnings thereon shall also be applied in the manner described above in this Section 9(a), as shall be determined by the County Mayor. Any funds remaining in the Construction Fund following completion of the Projects shall be deposited to the County Debt Service Fund to be used to pay debt service on the Bonds, subject to any modifications by the Governing Body.

(b) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the Bonds, including bond proceeds, accrued interest, reoffering premium, and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement; Continuing Disclosure Agreement.

(a) The officers of the County are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement and Official Statement describing each series of Bonds in accordance with the requirements of Rule 15c2-12(e)(3) of the Securities and Exchange Commission (the "Rule"). The officers of the County are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of the Rule. Notwithstanding the foregoing, no Official Statement is required to be prepared if the Rule does not require it.

(b) The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by the Rule. The County Mayor is authorized to execute at the Closing of the sale of the Bonds a continuing disclosure agreement satisfying the requirements of the Rule. Failure of the County to comply with the continuing disclosure agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with the agreement, including the remedies of mandamus and specific performance.

Section 11. Federal Tax Matters.

(a) The Bonds will be issued as federally tax-exempt obligations. The County hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the County shall comply with applicable regulations adopted under said Section 148. The County further covenants with the registered owners from time to time of the Bonds that it will, throughout the

term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the County are authorized and directed, on behalf of the County, to execute and deliver all such certificates and documents that may be required of the County in order to comply with the provisions of this Section related to the issuance of the Bonds, including a federal tax certificate and agreement governing (among other things) the application of the sale proceeds of the Bonds and the investment earnings thereon (the "Federal Tax Certificate and Agreement").

(c) It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. 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.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Allocation of Educational Impact Fees to Educational Improvement Expenses. The Governing Body hereby determines to defray a portion of the costs of the Projects attributable to the expansion of juvenile alternative learning facilities required by growth in the County by allocating and appropriating Impact Fees thereto in an amount equal to the lesser of (a) \$12,000,000 or (b) the portion of the capital cost of juvenile alternative learning facilities determined to be attributable to growth in the County.

Section 14. Allocation of Excess Bond Proceeds to Project Costs. The Director of Budget and Purchasing is hereby authorized and directed to reallocate to the Construction Fund established by Section 9 hereof all remaining proceeds from outstanding general obligation bond issues of the County which are no longer needed for their previously authorized purposes.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, 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 Bonds and interest due thereon shall have been paid in full.

Section 16. Authorization of Additional Actions. The officers of the County are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Bonds and otherwise to effectuate the purposes of and intent of this Resolution.

Section 17. 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.

Section 18. 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.

Adopted and approved this 9th day of September, 2024.



Commissioner Judy Herbert



Commissioner Meghan Guffee
Greg Sanford



Commissioner Meghan Guffee

COMMITTEES REFERRED TO AND ACTION TAKEN:

*Law Enforcement/Public Safety For 4 Against 3
Budget Committee For _____ Against _____

*Defer to October 14 CC Meeting

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

Exhibit A

Estimated Debt Service and Costs of Issuance

The following illustration assumes that the entire authorized amount is issued as a single series of bonds with a 20-year term. To the extent that bonds are issued in multiple smaller series or amortized over different terms, the annual amounts due will differ from the amounts shown in this illustration.

Debt Service Schedule			
Date	Principal	Interest	Total P+I
04/01/2025	-	5,600,000.00	5,600,000.00
04/01/2026	9,405,000.00	11,200,000.00	20,605,000.00
04/01/2027	9,780,000.00	10,823,800.00	20,603,800.00
04/01/2028	10,170,000.00	10,432,600.00	20,602,600.00
04/01/2029	10,575,000.00	10,025,800.00	20,600,800.00
04/01/2030	11,000,000.00	9,602,800.00	20,602,800.00
04/01/2031	11,440,000.00	9,162,800.00	20,602,800.00
04/01/2032	11,895,000.00	8,705,200.00	20,600,200.00
04/01/2033	12,375,000.00	8,229,400.00	20,604,400.00
04/01/2034	12,870,000.00	7,734,400.00	20,604,400.00
04/01/2035	13,385,000.00	7,219,600.00	20,604,600.00
04/01/2036	13,920,000.00	6,684,200.00	20,604,200.00
04/01/2037	14,475,000.00	6,127,400.00	20,602,400.00
04/01/2038	15,055,000.00	5,548,400.00	20,603,400.00
04/01/2039	15,655,000.00	4,946,200.00	20,601,200.00
04/01/2040	16,280,000.00	4,320,000.00	20,600,000.00
04/01/2041	16,935,000.00	3,668,800.00	20,603,800.00
04/01/2042	17,610,000.00	2,991,400.00	20,601,400.00
04/01/2043	18,315,000.00	2,287,000.00	20,602,000.00
04/01/2044	19,050,000.00	1,554,400.00	20,604,400.00
04/01/2045	19,810,000.00	792,400.00	20,602,400.00
Total	\$280,000,000.00	\$137,656,600.00	\$417,656,600.00

Debt service based on assumed rate of 4%

Size includes an allowance for underwriting fees and other costs of issuance. The amount of underwriting fees and other costs of issuance will depend on the timing, amount and number of individual issuances.

RESOLUTION REAFFIRMING THE RULES, REGULATIONS, AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING THE INTRODUCTION OF RESOLUTIONS TO COMMITTEE BY WILLIAMSON COUNTY COMMISSIONERS

WHEREAS, Transparency and accuracy in governmental proceedings are fundamental principles of democracy; and

WHEREAS, the introduction of resolutions is a key function of the County Commission, allowing for the proper consideration and deliberation of matters affecting the county; and

WHEREAS, Rule 11 the Rules, Regulations, and Procedures for the Williamson County Board of Commissioners ("Rules") provides that any amendment to the Rules requires a two-thirds majority vote if the proposed amendment is introduced at any regularly scheduled meeting other than the October or November meeting; and

WHEREAS, pursuant to Rule 11 of the Rules, a rule shall remain in effect until such time as it is appealed or amended; and

WHEREAS, Current Williamson County Rule 6.1 States: Only members of the Williamson County Board of Commissioners shall sponsor resolutions and amendments.

WHEREAS, Article II, Section 3 of the Tennessee Constitution states that "The Legislative authority of this State shall be vested in a General Assembly, which shall consist of a Senate and House of Representatives." This means that only members of the General Assembly have the authority to introduce legislation, of which all County Governments are modeled in the State of Tennessee.

WHEREAS, Legal counsel in Williamson County has determined that "A resolution can be requested by a department head, legal, etc [SIC]. and be heard by a particular committee without being filed if it is motioned and seconded by a county commissioner to hear the resolution at the committee meeting", but NOT by anyone else, which current rules do not state.

WHEREAS, It is essential to maintain the proper separation of powers between the legislative and executive branches of county government to ensure that the legislative process remains transparent, orderly, and within the authority granted by law; and

WHEREAS, The legal power to file a resolution rests solely with the duly elected 24 Williamson County Commissioners.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners, meeting in regular session this the 9th day of September 2024, by a 2/3 majority vote and upon recommendation of the Rules Committee, makes the following Amendment to Rule 6.1 of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners as follows:

Rule 6.1.

SECTION A. The County Commission hereby reaffirms that only duly elected or appointed members of the County Commission are authorized to introduce resolutions, ordinances, and other legislative measures to any standing or special committee of the County Commission.

SECTION B. Any proposals, recommendations, or legislative initiatives from the County Executive, department heads, or other non-commission members must be submitted to a County Commissioner, who may choose to introduce such measures to the appropriate committee.

SECTION C. This resolution is intended to clarify the roles and responsibilities within the legislative process and to ensure that the introduction of resolutions remains within the purview of the elected legislative representatives of the County.

SECTION D. This resolution shall take effect immediately upon its passage, the public welfare requiring it.


Christopher Richards, County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Resolution No. 9-24-43
Requested by: Commissioner Stresser

A RESOLUTION REQUESTING THE WILLIAMSON COUNTY PURCHASING AGENT TO PROCURE PROFESSIONAL ENGINEERING SERVICES FOR A VIBRATION MONITORING STUDY CONCERNING PROPERTY LOCATED OFF OF BEASLEY DRIVE

WHEREAS, Williamson County operates under the Purchasing Act of 1957 (TCA 5-14-101, et. seq.) (“Act”) which requires the appointment of a county purchasing agent to conduct the county’s purchasing; and


WHEREAS, the Act provides that the County Purchasing Agent has the exclusive power to contract for and purchase all supplies, materials, equipment, and contractual services required by each and every official, agency, office, department, or employee of the county government, or that is supported by, or under control of, the county government and that expends so encumbers any of the county's funds; and

WHEREAS, Williamson County is in need of and has been diligently planning for a new juvenile services facility, Sheriff’s Office, jail, and a special operations facility for several years to be located on property owned by Williamson County off of Beasley Drive; and

WHEREAS, the proposed project location is in the area of ongoing mining and blasting related operations which has raised concerns regarding structure stability; and

WHEREAS, the Williamson County Board of Commissioners request the Williamson County Purchasing Agent to procure the services of a qualified engineer to conducted a vibration monitoring study for the County owned property off of Beasley Drive:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September 2024, hereby respectfully request the Williamson County Purchasing Agent to initiate the process to select, procure, and contract with a qualified professional engineering firm to obtain a vibration monitoring study to the proposed construction site along Beasley Drive, Franklin, Tennessee.



County Commissioner

County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement Committee: For 7 Against 0
Property Committee: For 5 Against 0
Budget Committee: For _____ Against _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

RESOLUTION AUTHORIZING WILLIAMSON COUNTY TO PARTICIPATE IN A STATEWIDE PARTNERSHIP PROGRAM ADMINISTERED BY TDOT AND TO ENTER INTO A CONTRACT FOR CONSULTING SERVICES

- WHEREAS,** the Tennessee General Assembly adopted the 2023 Transportation Modernization Act (“Act”) that created a new method of funding highway projects through a Statewide Partnership Program; and
- WHEREAS,** the Statewide Partnership Program permits local jurisdictions to submit projects to be evaluated for possible inclusion in TDOT’s updated ten-year project plan; and
- WHEREAS,** prior to the adoption of the Act, funding on TDOT projects was not budgeted in full which has led to long delays in projects advancing and not having sufficient funding for completion of the projects; and
- WHEREAS,** the new Act changed the process that TDOT completes projects by expanding options available for funding as well as permitting private-public partnerships; and
- WHEREAS,** because Williamson County tends to be at a disadvantage when it comes to qualifying for grant funds, the County has sought the consulting services of Degges Consulting Services, LLC to assist in obtaining state funds for road projects in Williamson County; and
- WHEREAS,** generally state TDOT projects include local contributions depending on the proposed projects which may be paid for with in-kind services; and
- WHEREAS,** the Williamson County Board of Commissioners finds it in the interest of its citizens to authorize the participation in the Statewide Partnership Program and to enter into a contract for consulting services concerning funding under the program and funding is available within the current 2024-25 County Commission budget;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September, 2024, hereby authorizes the Williamson County Mayor to participate in the Statewide Partnership Program for TDOT project funding and to contract with Degges Consulting Services, LLC for consulting services to assist in obtaining its share of state funding concerning TDOT projects in Williamson County;


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Highway Commission	For	_____	Against	_____	Pass	_____	Out	_____
Budget Committee	For	_____	Against	_____	Pass	_____	Out	_____
Commission Action Taken:	For	_____	Against	_____	Pass	_____	Out	_____

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

JW

Resolution No. 9-24-45
Requested by: Williamson County Opioid Task Force

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN, TENNESSEE CONCERNING OPIOID ABATEMENT AND REMEDIATION FUNDS

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 an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-101, et. seq.*; and

WHEREAS, the Williamson County Opioid Task Force (“Task Force”) was established to accept and review applications from individuals and entities that desire to receive money from the County’s portion of the National Opioid Settlements; and


WHEREAS, the City also received funds through the National Opioid Settlements; and

WHEREAS, the City finds it would be duplicative to have its own application process for the allocation of their opioid abatement funds and finds it in its best interest to combine a portion of its funds with the County’s to fund opioid abatement and remediation projects through the Task Force’s application process; and

WHEREAS, the City wishes to provide ninety percent (90%) of the funds they received through the National Opioid Settlements to the County to be allocated for opioid abatement and remediation projects that impact the City; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to authorize the Williamson County Mayor to enter into an interlocal agreement with the City of Franklin concerning the City providing funds received from the National Opioid Settlements to the County to be allocated for opioid abatement and remediation projects that impact the City:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September, 2024, hereby authorizes the Williamson County Mayor to execute an interlocal agreement and all other documents with the City of Franklin to define the rights, obligations, and responsibilities of the parties concerning the City providing funds received from the National Opioid Settlements to the County to be allocated for opioid abatement and remediation projects that impact the City.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Opioid Task Force	For <u>7</u>	Against <u>0</u>		
Public Health Committee	For <u> </u>	Against <u> </u>		
Budget Committee	For <u> </u>	Against <u> </u>		
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE CITY OF FRANKLIN, TENNESSEE
COF Contract No. 2024-0199

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into pursuant to Tennessee Code Annotated, Section 12-9-101, et seq., by and between WILLIAMSON COUNTY, TENNESSEE, (hereinafter "County"), and THE CITY OF FRANKLIN, TENNESSEE (hereinafter "City"), to establish the terms, responsibilities, and obligations of the City providing funds received from the National Opioid Settlements to the County to be allocated for opioid abatement and remediation projects that impact the City ("Activity").

RECITALS

WHEREAS, Williamson County, Tennessee and the City of Franklin, Tennessee have the authority pursuant to Tenn. Code Ann. § 12-9-104, to enter into interlocal agreements to provide services to their citizens; and

WHEREAS, the County currently funds the implementation of opioid abatement and remediation strategies throughout the County with distributions received via the National Opioid Settlements ("County Opioid Abatement Funds"); and

WHEREAS, the County's Opioid Task Force ("Task Force") was established to accept and review applications from individuals and entities that desire to receive funding from the County Opioid Abatement Funds; and

WHEREAS, the City also received funds through the National Opioid Settlements; and

WHEREAS, the City finds it would be duplicative to have its own application process for these funds and finds it in its best interest to combine its funds with the County's to fund opioid abatement and remediation projects through the Task Force's application process; and

WHEREAS, the City will provide FORTY-THOUSAND and 00/100 Dollars (\$40,000.00) ("City Allocation") as an initial contribution to the County to be allocated for opioid abatement and remediation projects that impact the City; and

WHEREAS, the City will contribute 90% of its annual funds received through the National Opioid Settlements until such time the City deems retainage of the funds in its best interest; and

WHEREAS, the County and the City have determined it to be in the best interest of the County and the City to enter into this Interlocal Agreement for the provision of the Activity.

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 City provides funds received through the National Opioid Settlements to the County to be allocated by the County for opioid abatement and remediation projects that impact the City. The City Allocation will be appropriated through the same process that the County's Opioid Abatement Funds are appropriated, including by way of application to the Task Force.
- 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, Section 12-9-101, et seq.*, and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible prior to the execution of this Agreement.
- III. Activity. The City Allocation will be awarded to opioid abatement and remediation projects through the same process that the County's Opioid Abatement Funds are awarded. Individuals and entities may apply to the Task Force for funding for their project. The Task Force will provide an application process through which projects may apply for funding. The Task Force will make a recommendation to the Williamson County Board of Commissioners ("Board") as to which projects to fund, based on careful review and according to the guidelines in the National Settlement Agreement and set forth by the State of Tennessee. The County will notify the City of the projects being recommended to the

- Board. The Task Force has the ultimate authority to recommend projects to be funded. The Board has the ultimate authority to approve the allocation.
- IV. Reporting. The City will be responsible for its own reporting to the applicable authorities regarding the use of the City Allocation. Likewise, the County will be responsible for its own reporting to the applicable authorities regarding the use of the County Opioid Abatement Funds.
- V. City Allocation. The City shall pay the County FORTY-THOUSAND and 00/100 Dollars (\$40,000.00) of their funds received from the National Opioid Settlements as an initial contribution to be allocated by the County to opioid abatement and remediation projects. The City will contribute 90% of its annual funds received through the National Opioid Settlements until such time the City deems retainage of the funds in its best interest
- VI. Term. The initial term of this Agreement shall be for a period of three (3) years, beginning on the date of execution. The parties may extend this Agreement for additional one (1) year terms through written amendment to this Agreement. Alternatively, the parties may enter into a new agreement at any time to supersede this Agreement.
- VII. Amendment. Any and all amendments to this Agreement must be written amendments, signed by all parties, and approved by all applicable County officials.
- VIII. Termination—Breach. Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have fourteen (14) calendar days from the receipt of the notice to cure the breach. Should the breaching party fail to cure the breach, the non-breaching party may terminate this Agreement. Such termination shall not relieve the breaching party of any damages sustained by the non-breaching party. Termination of this Agreement by the non-breaching party for any breach by the breaching party shall be in addition to any other remedies available for such breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other available remedy, including without limitation, injunctive relief and/or money charges.
- IX. Notices. All notices under this Agreement shall be given in writing, addressed to the following persons:

To: Williamson County
 Attn: Williamson County Mayor
 1320 West Main Street, Suite 125
 Franklin, TN 37064

To: City of Franklin
 Attn: City Administrator
 109 3rd Avenue South
 Franklin, TN 37064

With a copy to:

City Attorney
 109 3rd Avenue South
 Franklin, TN 37064

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

- X. Miscellaneous.
- a. Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

- b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- c. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- d. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable.
- f. 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 to carry out the terms of 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.
- g. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- h. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof.

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

WILLIAMSON COUNTY, TENNESSEE:

CITY OF FRANKLIN, TENNESSEE:

Rogers Anderson, Williamson County Mayor

Signature

Date

Name/Title

Date

APPROVED AS TO FORM AND LEGALITY:

Shawn A. Bullard
Williamson County Attorney

APPROVED AS TO FORM AND LEGALITY:

Shauna R. Billingsley
City Attorney

Resolution No. 9-24-46
Requested by: Information Technology

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, FOR THE 2024 MIDDLE TN ELEVATION DERIVED HYDROGRAPHY ACQUISITION

WHEREAS, Williamson County, Tennessee (“County”) is a governmental entity of the State of Tennessee and, as such, is authorized to enter into contracts with federal agencies for joint funding of an elevation derived hydrography acquisition; and

WHEREAS, the U.S. Geological Survey, United States Department of the Interior (“Department of Interior”) found a strong need for improved three dimensional horizontal and vertical alignment of national hydrography data to elevation data; and


WHEREAS, the Department of Interior intends to update the National Hydrography Dataset through a regional project encompassing a portion of Middle Tennessee for a total estimated cost of \$1,955,364.00 and Williamson County will be responsible for \$50,000.00 of the total cost; and

WHEREAS, the Department of Interior has proposed a joint funding agreement with TDEC, TDOT, the City of Brentwood, City of Franklin, Davidson County, Williamson County, NRCS and USGS to acquire elevation derived hydrography for approximately 9,472 square miles; and

WHEREAS, data greatly derived from the work should enhance the vertical and horizontal spatial integration between the terrain and the stream network and provide a level of accuracy and detail required for local scale water resources applications while also supporting broader scale hydrologic modeling; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens of Williamson County to enter into a joint funding agreement with the Department of Interior for a share in the cost to acquire elevation derived hydrography:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September, 2024, hereby authorizes the Williamson County Mayor to enter into a joint funding agreement, and all other necessary documents, with the US Geological Survey, United States Department of the Interior, to establish and acquire elevation derived hydrography data for Williamson County and Middle Tennessee.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 4 Against 0 Pass 1
Budget Committee For Against
Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

STATEMENT OF WORK

2024 Middle TN Elevation Derived Hydrography Acquisition

1. Purpose

The U.S. Geological Survey (USGS) and the partners will collaborate to acquire Elevation-Derived Hydrography (EDH) developed from topographic lidar for approximately 9,472 square miles in the Area of Interest (AOI) defined by hydrologic units in the Watershed Boundary Dataset (WBD) (see Section 5). The data will support a variety of case uses including dam safety, hydraulic design, environmental compliance and enforcement, long-range planning, water resource protection, and many others. Data acquisition is planned for fall 2024 but may be extended if needed based on discussions between the USGS, contractor, and partner. The project will consist of high-accuracy geospatial data mapping the water drainage network of the AOI with features such as rivers, streams, canals, lakes, and ponds as defined in USGS EDH Acquisition Specifications and READ Rules (see Section 3).

2. General Terms

USGS will select a qualified contractor to perform the hydrography data collection and processing via the Geospatial Products and Services Contract (GPSC). GPSC task orders are awarded to qualified contractors through federal government solicitation. Qualified contractors are selected for a base contract award in accordance with Public Law 92-528 (Brooks Act) and FAR 36.6 - Architect-Engineering Services, which establishes a qualifications-based selection process in which contracts for architectural and engineering services are negotiated based on demonstrated competence and qualification for the type of professional services required.

Contractor selection is based on the following 6 criteria:

- (1) Professional qualifications necessary for satisfactory performance of required services;
- (2) Specialized experience and technical competence in the type of work required;
- (3) Capacity to accomplish the work in the required time;

- (4) Past performance on contracts with government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- (5) Location in the general geographical area of the project and knowledge of the locality of the project and;
- (6) Acceptability under other appropriate evaluation criteria.

Level of effort is negotiated on each task order issued under the base contracts. This process is aligned with the Department of Interior consultant Request for Proposal (RFP) and selection process.

The task order issued by USGS to the selected GPSC contractor provides full details regarding project collection requirements, deliverables, schedules, and deadlines. A copy of the task order will be provided to the partner.

USGS will:

- Execute separate funding agreements with partners in support of the total project cost.
- Prepare a task order for agreed upon products and services.
- Serve as government point of contact during the full period of the agreement.
- Receive, inspect, and catalog 3DHP standard products and deliverables.
- Validate 3DHP standard products and deliverables that meet *USGS EDH Acquisition Specifications – 2023 Rev. A2* (or subsequent version) and *READ Rules - 2023 Rev. A3* (or subsequent version).
- Return data to contractor as needed for error correction/rework.
- Provide final data through the National 3DHP dataset via downloadable data and services accessible through The National Map.

Partner will:

- Provide funding for the project as described in the agreement.
- Pay contract project costs plus applicable GPSC assessment fee which is calculated by USGS as 6% of the contracted project cost, not to exceed the amount specified in the agreement.
- Assist USGS in resolving project issues as needed and appropriate.

3. Specifications and Deliverables

Unless otherwise stated, all specifications and deliverables will meet or exceed *USGS EDH Acquisition Specifications – 2023 Rev. A2* (or subsequent version) and *READ Rules - 2023 Rev. A3* (or subsequent version) (www.usgs.gov/3DHP/HydroSpecs).

General Requirements

- Project areas will be defined by a current copy of the WBD to ensure they represent current WBD boundaries.
- Project areas will be defined by hydrologic units no smaller in areal extent than 10-digit

unless agreed upon in advance.

- Coordinate System and Projection: All project deliverables will be delivered to USGS in CONUS Albers, NAD83 (2011) (EPSG 6350), NAVD88, horizontal units in meters and vertical units in meters. If source data is not in EPSG 6350, the contractor shall reproject source DEM files to EPSG 6350 before deriving hydrographic features.
- DoD may have restricted lidar acquisition over military properties. Hydrography data acquisition over restricted military areas will be based on the best available DEM or existing data from the National Hydrography Dataset (NHD).
- Lidar data restrictions may be present over Tribal lands. Hydrography data acquisition over Tribally restricted lands will be based on the best available DEM or existing data from the NHD.
- Area of interest, deliverables, and/or specifications may be modified prior to task award if mutually agreed to by the USGS, contractor, and partner.

These hydrography products will be placed in the public domain and will be made available for viewing and download through the USGS National Map.

4. Contacts

USGS Administrative		City of Brentwood Administrative
Jim Almekinder	Name	Kirk Bednar
GPSC Agreement Lead		City Manager
P.O. Box 25046, MS 510	Address	5211 Maryland Way
Denver, CO 80225-0046		Brentwood, TN 37027
573-308-3549	Telephone	615-371-0060
jalmekinder@usgs.gov	E-Mail	kirk.bednar@brentwoodtn.gov
USGS Financial (Billing)		City of Brentwood Financial
Janet Anselm	Name	Cindy Cannon
Program Analyst		Accounts Payable
1400 Independence Road, MS 323	Address	5211 Maryland Way
Rolla, MO 65401		Brentwood, TN 37027
573-308-3814	Telephone	615-371-0060
janselm@usgs.gov	E-Mail	Cindy.cannon@brentwoodtn.gov

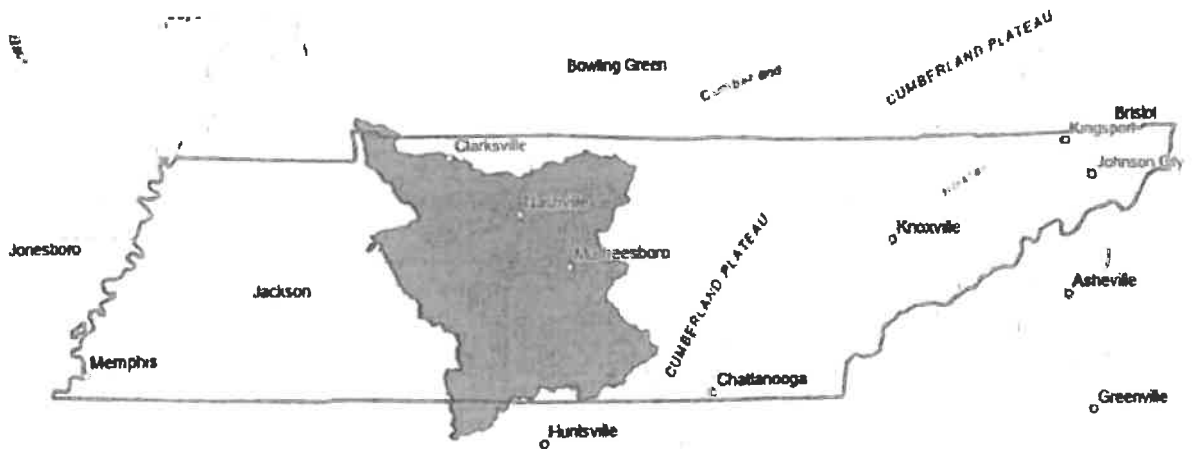
USGS Project Manager		City of Brentwood Technical
Jayna Winehouse	Name	Scott Sumners
Commercial Partnership Team		GIS Coordinator
P.O. Box 25046, MS 510	Address	5211 Maryland Way
Denver, CO 80225-0046		Brentwood, TN 37027
303-202-4502	Telephone	615-371-7002
jwinehouse@usgs.gov	E-Mail	scott.sumners@brentwoodtn.gov
USGS Liaison		City of Brentwood Data Delivery
George Heleine	Name	Scott Sumners
National Map Liaison		GIS Coordinator
710 Amber Way	Address	5211 Maryland Way
Flowood, MS 39232		Brentwood, TN 37027
601-397-9615	Telephone	615-371-7002
gheleine@usgs.gov	E-Mail	scott.sumners@brentwoodtn.gov
		City of Franklin Administrative
	Name	Brandi Arnett
		Assistant IT Director COF
	Address	109 3 rd Ave S. STE 125
		Franklin TN, 37064
	Telephone	615-550-6650
	E-Mail	brandi.arnett@franklintn.gov
		City of Franklin Financial
	Name	Brandi Arnett
		Assistant IT Director COF
	Address	109 3 rd Ave S. STE 125
		Franklin TN, 37064
	Telephone	615-550-6650
	E-Mail	brandi.arnett@franklintn.gov
		City of Franklin Technical
	Name	Chris Robinson
		GIS Manager

	Address	109 3 rd Ave S. STE 125
		Franklin TN, 37064
	Telephone	615-550-6665
	E-Mail	chris.robinson@franklintn.gov
		City of Franklin Data Delivery
	Name	Jake Harvey
		Sr. GIS Specialist
	Address	109 3 rd Ave S. STE 125
		Franklin TN, 37064
	Telephone	615-550-6870
	E-Mail	jake.harvey@franklintn.gov
		Davidson County Administrative
	Name	Colleen Herndon
		Asst. Dir. – GIS and Data Insights
	Address	700 President Regan Way, Suite 301
		P.O. Box 196300
		Nashville, TN 37219-6300
	Telephone	615-862-6246
	E-Mail	colleen.herndon@nashville.gov
		Davidson County Financial
	Name	Gregg Nicholson
		IS Division Manager – EAC Finance
	Address	700 President Regan Way, Suite 301
		P.O. Box 196300
		Nashville, TN 37219-6300
	Telephone	615-880-2644
	E-Mail	Gregg.nicholson@nashville.gov
		Davidson County Technical

	Name	Jennifer Higgs
		Enterprise GIS Division Manager
	Address	700 President Regan Way, Suite 301
		P.O. Box 196300
		Nashville, TN 37219-6300
	Telephone	615-880-3416
	E-Mail	Jennifer.higgs@nashville.gov
		Davidson County Data Delivery
	Name	Jennifer Higgs
		Enterprise GIS Division Manager
	Address	700 President Regan Way, Suite 301
		P.O. Box 196300
		Nashville, TN 37219-6300
	Telephone	615-880-3416
	E-Mail	Jennifer.higgs@nashville.gov
		Williamson County Administrative
	Name	Perry Perritt
		IT/GIS Coordinator
	Address	1320 W. Main St suite 304
		Franklin, TN 37064
	Telephone	615-790-5470
	E-Mail	Perry.Perritt@williamsoncounty-tn.gov
		Williamson County Financial
	Name	Perry Perritt
		IT/GIS Coordinator
	Address	1320 W. Main St suite 304
		Franklin, TN 37064
	Telephone	615-790-5470
	E-Mail	Perry.Perritt@williamsoncounty-tn.gov

		tn.gov
		Williamson County Technical
	Name	Lance Bowie
		GIS
	Address	1320 W. Main St suite 309
		Franklin, TN 37064
	Telephone	615-790-5468
	E-Mail	Lance.Bowie@williamsoncounty-tn.gov
		Williamson County Data Delivery
	Name	Lance Bowie
		GIS
	Address	1320 W. Main St suite 309
		Franklin, TN 37064
	Telephone	615-790-5468
	E-Mail	Lance.Bowie@williamsoncounty-tn.gov

5. Project Area Map





United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

Customer #: 6000004071

Agreement #:

U.S. Geological Survey
1400 Independence Road
Rolla, MO 65401

U.S. Geological Survey
PO Box 25046 MS 510
Denver, CO 80225

TIN#: 62-6000913

Fixed Cost: No

Joint Funding Agreement

For

2024 Middle TN Elevation Derived Hydrography Acquisition

This agreement is entered into as of the 12 day of June, 2024 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and Williamson County, TN, party of the second part.

- 1) The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a project to acquire Elevation-Derived Hydrography for approximately 9,472 square miles in the area of interest

herein called the program, see attached statement of work. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

- 2) The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of: \$ 0.00

- a) by the party of the first part during the period

Amount	Date		Date
\$ 0.00	<u>Date of Last Signature</u>	To	<u>4/30/27</u>

- b) by the party of the second part during the period

Amount	Date		Date
\$ <u>50,000.00</u>	<u>Date of Last Signature</u>	To	<u>4/30/27</u>

- c) Additional information on other potential partners contributing to this program through separate agreements with USGS (participants and funding amounts are projected and are subject to change):

Participant	Amount
TN Department of Environment & Conservation	\$ 340,000.00
TN Department of Transportation	\$ 583,000.00
City of Brentwood, TN	\$ 24,999.00
Davidson County, TN	\$ 100,000.00
City of Franklin, TN	\$ 25,000.00
NRCS	\$ 789,665.00
USGS	\$ 92,700.00
Estimated Total of Separate Agreements:	\$ 1,955,364.00

- d) All contributions are subject to the 6% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products. The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data and Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices in advance for the full agreement amount.

Payments of bills are due within 60 days of the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)"

- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If the objectives of this program require airborne acquisition or field work and that data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If the objectives of this program require airborne acquisition or field work and that data is to be collected over military properties, then DoD clearance may be required. The USGS GPSC contractor is responsible for obtaining all required DoD clearances and notifying the USGS Contracting Officer's Representative and USGS Technical Point-of-Contact of any restrictions. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to those areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from remotely sensed data acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. USGS may use the restricted data internally and/or provide a copy of the restricted data to federal agencies for their internal use. All non-federal entities must receive written permission from the Tribe to receive a copy of the restricted data regardless of their status as a funding partner. Entities who receive a copy may not further distribute the restricted Tribal data.
If USGS receives a FOIA request for the data, we will work with the Tribe to protect the data from release under the FOIA to the best of our ability under the law. However, after our FOIA Office reviews any such request and after appropriate coordination with the Tribe and consultations and discussions with the Office of the Solicitor, Division of Indian Affairs and Division of General Law, it may be determined that USGS has no legal basis to protect the information. Also, in the event that USGS were to deny such a FOIA request, USGS's decision could be overturned on appeal by the Department of the Interior's FOIA Appeals Office or by a federal court.
- 15) Regarding any agreements that are associated with, or become associated with Data Collaboration Announcement (DCA) proposals for 3DEP and 3DHP projects prior to DCA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the DCA selection process.

**U.S. Geological Survey United States
Department of the Interior**

Williamson County, TN

USGS Point of Contact

Name:	George Heleine
Address:	710 Amber Way Flowood, MS 39232
Telephone:	(601) 397-9615
Email:	gheleine@usgs.gov

Partner Point of Contact

Name:	Lance Bowie
Address:	1320 W. Main St suite 309 Franklin, TN 37064
Telephone:	(615) 790-5468
Email:	Lance.Bowie@williamsoncounty-tn.gov

USGS Billing Contact

Name:	Janet Anselm
Address:	1400 Independence Road, MS 323 Rolla, MO 65401
Telephone:	(573) 308-3814
Email:	janselm@usgs.gov

Partner Financial Contact

Name:	Perry Perritt
Address:	1320 W. Main St suite 304 Franklin, TN 37064
Telephone:	(615) 790-5470
Email:	Perry.Perritt@williamsoncounty-tn.gov

Signatures and Date

Signature: _____

Date: _____

Name: Kim Mantey

Title: Director, USGS-NGTOC

Signature: _____

Date: _____

Name: Rogers E. Anderson

Title: County Mayor

Resolution No. 9-24-47
Requested by: Purchasing Director

**RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF EQUIPMENT,
VEHICLES, AND OTHER PERSONAL PROPERTY OWNED BY THE COUNTY AND
AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE ALL
DOCUMENTATION NEEDED TO COMPLETE THE CONVEYANCE**


WHEREAS, pursuant to *Tennessee Code Annotated, Section 5-14-108*, prior to selling property owned by the County, the Board of Commissioners must first declare the property surplus, obsolete, or unusable; and

WHEREAS, the Williamson County Purchasing Director has assembled a list of equipment, vehicles, and other personal property owned by Williamson County but no longer deemed needed; and

WHEREAS, the purchasing director requests Williamson County Board of Commissioners to surplus the personal property as further described in the attached list and authorize the transfer of its ownership interest and to dispose of the property by auction or other legally permissible methods of disposing government property; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to surplus the equipment, vehicles, and personal property listed on Attachment A which is attached hereto and made a part hereof and authorizes the Williamson County Mayor to execute all documentation needed to transfer its ownership interest in the equipment:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September, 2024, surpluses the used equipment, vehicles and other personal property which is further described in the attached list, and authorizes the Williamson County Mayor to execute all documentation necessary to dispose of the property by auction or other permissible means.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee For 4 Against 0 Pass 1
Budget Committee For Against
Commission Action Taken: For Against Pass Out

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, County Mayor

Date

ASSET	DESCRIPTION	SERIAL/PARCEL	LOCATION
Capital Assets to be sold at regular public auction - October 2024			
5249	97 DODGE RAM	1B6MC36D5VJ627545	SANI
5968	00 JEEP CHEROKEE	1J4FF28S6YL214831	ASSR
7436	BACKHOE / 310SE #64	T0310SE842540	SANI
8598	03 FORD VAN ECONOLINE TRANSPORT	1FTNE24L73HA96335	SHER
14727	12 DODGE CHARGER / JAIL	2C3CDXAG7CH282938	JAIL
14728	12 DODGE CHARGER	2C3CDXAG9CH282939	SHER
14849	12 DODGE CHARGER	2C3CDXAG3CH282922	SHER
15130	13 DODGE DURANGO	1C4RDJAG0DC678734	SHER
15160	13 FORD EXPLORER	1FM5K8AR5DGC73455	SHER
15560	14 FORD VAN E350	1FBSS3BL4EDA36838	TMA
15802	12 DODGE CHARGER	2C3CDXAT1CH236955	SHER
15955	14 DODGE CHARGER	2C3CDXAG8EH362185	SHER
15956	14 DODGE CHARGER	2C3CDXAG9EH362180	SHER
16069	14 DODGE CHARGER	2C3CDXAG1EH362187	SHER
16073	14 DODGE CHARGER	2C3CDXAG9EH362177	SHER
16077	14 DODGE CHARGER	2C3CDXAG2EH362182	SHER
16080	14 DODGE DURANGO	1C4RDJFG9EC972790	SHER
16131	15 FORD VAN T350	1FBZX2YM0FKA59489	TMA
16133	15 FORD VAN T350	1FBZX2YM9FKA59491	TMA
16134	15 FORD VAN T350	1FBZX2YM2FKA59493	TMA
16136	15 FORD VAN T350	1FMZK1YM3FKA59485	TMA
16140	15 FORD VAN T350	1FBZX2YM0FKA59492	TMA
16479	15 DODGE DURANGO	1C4RDJFG2FC953600	SHER
16495	15 DODGE CHARGER	2C3CDXAG5FH917563	SHER
16510	15 DODGE DURANGO	1C4RDJFGXFC953599	SHER
16733	14 DODGE CHARGER	2C3CDXAT7EH362241	SHER
17416	14 DODGE CHARGER	2C3CDXAT8EH261922	SHER
17445	16 DODGE CHARGER / UNMARKED	2C3CDXAG4GH347430	SHER
17446	16 DODGE CHARGER	2C3CDXAG6GH347431	SHER
17448	16 DODGE CHARGER / UNMARKED	2C3CDXAGXGH347433	SHER
17450	16 DODGE CHARGER	2C3CDXAG3GH347435	SHER
17451	16 DODGE CHARGER	2C3CDXAG5GH347436	SHER
17461	16 DODGE CHARGER	2C3CDXAG8GH347446	SHER
17465	17 DODGE DURANGO	1C4RDJFG2HC628884	SHER
17470	17 DODGE DURANGO	1C4RDJFG2HC615276	SHER
18296	18 DODGE DURANGO / BLUE	1C4RDJFG8JC317076	SHER
18506	18 DODGE DURANGO	1C4RDJFG7JC323869	SHER
18762	19 DODGE DURANGO	1C4RDJFG3KC711392	SHER
18763	19 DODGE DURANGO	1C4RDJFG6KC711399	SHER
25376	20 DODGE DURANGO / WRECKED	1C4RDJFG4LC309852	SHER
25789	20 DODGE DURANGO	1C4SDJFT2LC443712	SHER
26640	21 DODGE DURANGO / TOTALED	1C4RDJFG1MC849290	SHER
16752	COMPUTER SERVER CITRIX NETSCALER PROD 1	8G2522HFGX	SFTY
16753	COMPUTER SERVER CITRIX NETSCALER PROD 2	7GR2X2HFJ2	SFTY
Controllable Assets to be sold at regular public auction - October 2024			
11124	95 GMC SAFARI VAN	1GKDM19W3SB556964	PMGT
12001	MOWER / WEST GATE	TC0757B044441	SHER
12372	MOWER / TAG BY RT BACK TIRE	TC0777C040501	JAIL
13933	TV / 47" / VIZIO / CHILDREN'S	LAQKHFAL1703258	LIBR
14043	CAMERA / NIKON D3000	3310273	PREC
14509	IPAD / REF DESK	DLXG6H3GDFHW	LIBR
14651	WIRELESS ROUTER, APPLE TV	SC07GRIMSDDR5	LIBR
14894	IPAD / SEE NOTE	DMPHW1NMDNQR	IT
15951	COMPUTER	E2PTBX005436	LIBR
16117	COMPUTER / TABLET / SURFACE PRO	23724350353	LIBR
16118	COMPUTER / TABLET / SURFACE TECHNICIAN	20784750353	LIBR
16582	COMPUTER / TABLET / SURFACE5	69414454253	LIBR
16586	COMPUTER / TABLET / SURFACE	107032154753	LIBR

16587	COMPUTER / TABLET / SURFACE6	107228154753	LIBR
16604	COMPUTER / AWE	MSAA75F8S0102469	LIBR
16701	COMPUTER / TABLET / SURFACE STAFF	40401560253	LIBR
16702	COMPUTER / TABLET / SURFACE STAFF	40409460253	LIBR
17125	IPAD	DMPRPUF0G5VJ	JUVS
17245	COMPUTER	DMMXNW1	IT
17390	COMPUTER	C02S91ABGG7L	LIBR
17417	ATV / 08 CUB CADET	1C278G40028	SHER
17762	COMPUTER	MJ05LYBK	IT
17791	COMPUTER	MJ05LYAG	IT
17793	COMPUTER	MJ05LYGX	IT
18243	IPAD	DMPWFBYJF88	JUVS
18578	CAMERA / THERMAL IMAGING / 1142	A213028D18	SFTY
18627	COMPUTER / AC MANAGMENT	1X8B9T2	SFTY
18689	TABLET / TABLET	60810650006356	LIBR
18948	IPAD	DMPYX52XJF89	JUVS
19262	04 FORD HERITAGE TRUCK	2FTRF17264CA32808	ANML
19562	COMPUTER	7ZWS903	IT
25147	COMPUTER	FXFBH03	LIBR
25153	COMPUTER	FXHGH03	LIBR
25161	COMPUTER	7HWRB03	LIBR
25164	COMPUTER	7FMKB03	LIBR
25165	COMPUTER	7HNLB03	LIBR
25175	COMPUTER	7D9RB03	LIBR
25201	COMPUTER	7H4SB03	LIBR
25202	COMPUTER	FXHCH03	LIBR
25210	COMPUTER	BV5H613	LIBR
25215	COMPUTER	BV0J613	LIBR
25216	COMPUTER	C62K613	LIBR
25217	COMPUTER	BTVH613	LIBR
25218	COMPUTER	C5QH613	LIBR
25221	COMPUTER	C60SG13	LIBR
25224	COMPUTER	C5NQG13	LIBR
25318	IPAD	DMPZMA7YMDG1	JUVS
27365	MOWER / PUSH		JAIL
27366	MOWER / PUSH		JAIL
27550	12 FORD F150 / BLUE	1FTFX1EF1CFA02673	ANML
52395	22 RAM 2500 / TOTALED	3C7WR5HJ6NG309715	SUPT
	2014 Jeep Cherokee Latitude	1C4PJMCS5EW152134	Risk
	NOT A PART OF WCG FLEET, PROCEEDS GO INTO THE DRUG FUND		
1	2002 LEXUS ES300	JTHBF30G825034374	
2	2005 H&H 15' TILT TRAILER, GRAY IN COLOR	VIN IS ILLEGIBLE	
3	1982 SUZUKI GS850L MOTORCYCLE	JS1GS71L0C2103786	
4	2017 VENOM CAPTAIN GO-CART	LXDACLA4H1083300	
5	JOHN DEERE RIDING LAWN MOWER	VIN IS ILLEGIBLE	
6	CULTIVATOR / LEGEND FORCE 15'	NO VIN	
7	ATV / SHENZHOU FLYING MACHINE	L5CAELLT8HM000036	
8	PRESSURE WASHER / STIHL COMMERCIAL GRADE	SN: 996034657,	
9	2003 HONDA CIVIC	1HGES165X3L002819	
10	2003 MERCURY GRAND MARQUIS	2MEFM75W13X709089	
11	2007 TOYOTA FJ CRUISER	JTEBU11F370037202	
12	2012 NISSA ALTIMA (ATS)	1N4AL2AP9CC152483	
13	2012 HONDA ACCORD	1HGCP3F82CA010794	
14	2008 CADILLAC CTS	1G6DR57VX80165512	
15	2007 CHEVORLET TAHOE	1GNFC13C47R283450	
16	2015 FORD F350 / BOX TRUCK	1FDRF3G66FEC41361	
17	2003 FORD TAURUS	1FAFP53U53A224080	
18	2006 LINCOLN NAVIGATOR	5LMFU28506LJ24750	
19	1996 CHEVROLET 1500	1GCEC19MXT169345	
20	2013 DODGE CHARGER	2C3CDXBGXDH555452	
21	2005 CHRYSLER 300	2C3JA53G15H156580	

22	2009 NISSAN MSV (MAXIMA)	1N4AA51E59C834775	
23	1997 DODGE RAM 2500	3B7KF23D9VM564011	
24	TRAILER / SINGLE AXLE BUMPER	NONE	
25	TRAILER / 16' FLAT BED / BLACK	NONE	
26	2003 BMW 530i	WBADT63493CK44823	
	Furniture - including chairs, tables, cabinets, wall art		
	Library Surplus - including dvds, audio books, ect		
	Office Supplies		
	Video panels		
	MISC.		

Resolution No. 9-24-48
Requested by: Office of Public Safety

**RESOLUTION ACCEPTING THE DONATION OF ONE (1) VEHICLE ON
BEHALF OF WILLIAMSON FIRE RESCUE**

WHEREAS, *Tennessee Code Annotated, Section 5-8-101*, provides that a county government may accept donations of money, intangible personal property, tangible personal property, and real property that are subject to conditional or restrictive terms if the county legislative body accepts them by majority vote; and

WHEREAS, Williamson Fire Rescue is a nonprofit entity that provides fire, rescue, emergency response services throughout Williamson County; and

WHEREAS, Williamson Fire Rescue currently owns the following vehicle; and

Year	Make	Model	VIN
2023	Ford	F250 4X4 Crew Cab	1FT7W2BAXPED10846

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to accept the generous donation of this vehicle from Williamson Fire Rescue:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September 2024, on behalf of the Williamson County Office of Public Safety, accepts the generous donation of one (1) vehicle from Williamson Fire Rescue, and authorizes the Williamson County Mayor to execute any documents necessary to receive title to the vehicle.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 9-24-49
Requested by: Sheriff's Department

RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF SEVEN VEHICLES AND ACCOMPANYING EQUIPMENT TO THE CITY OF CENTERVILLE, TENNESSEE POLICE DEPARTMENT AND AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE ALL DOCUMENTATION NEEDED TO COMPLETE THE CONVEYANCE

WHEREAS, *Tennessee Code Annotated, Section 12-2-420*, provides that a county legislative body may convey used or surplus personal property to other governmental entities by sale, gift, trade, or barter upon such terms as the county legislative body may authorize, without public advertisement or competitive bidding; and

WHEREAS, the Sheriff's Office requests the Board of Commissioners surplus seven (7) vehicles and accompanying radar and antenna equipment as referenced in attachment A, and to authorize the donation of the seven (7) vehicles and equipment to the City of Centerville, Tennessee to be used by the Centerville, Tennessee Police Department; and

WHEREAS, understanding the vehicles and equipment are used, the Centerville, Tennessee Police Department agrees to use the seven (7) vehicles and equipment for a public purpose and will accept the seven (7) vehicles and equipment "as is" with no warranty; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to surplus the vehicles and equipment and authorizes the Williamson County Mayor to execute all documentation needed to convey the seven (7) vehicles and equipment on behalf of the Williamson County Sheriff's Office to the City of Centerville, Tennessee to be used the by the Centerville, Tennessee Police Department:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September, 2024, on behalf of the Williamson County Sheriff's Office, surpluses seven (7) vehicles and accompanying equipment as referenced in attachment A, and authorizes the Williamson County Mayor to execute all documentation necessary to transfer and convey its ownership interest in the vehicles and equipment to the City of Centerville, Tennessee Police Department, to be used by its Police Department for a public purpose.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

ATTACHMENT A

Williamson County Sheriff's Office
Vehicle, radar, and antenna equipment list to donate to Centerville, TN Police Department

Vin#	Year	Make	Model	Asset	Color	Radar Control	Front Antenna	Rear Antenna
2C3CDXAG3FH902009	2015	DODGE	CHARGER	16506	WHITE	102525	72915	71157
2C3CDXAG3FH902012	2015	DODGE	CHARGER	16509	WHITE	EC004955	EB007229	EB007234
2C3CDXAG7FH902000	2015	DODGE	CHARGER	16498	WHITE	7517	68961	68973
2C3CDXAG9GH347441	2016	DODGE	CHARGER	17456	WHITE	6376	9685	9779
2C3CDXAG2GH347443	2016	DODGE	CHARGER	17458	WHITE	6366	9705	9789
2C3CDXAG9GH347438	2016	DODGE	CHARGER	17453	WHITE	EC006394	EB009708	EB009706
2C3CDXAG8FH932719	2015	DODGE	CHARGER	16493	WHITE	N/A	N/A	N/A

RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF TWO VEHICLES AND EQUIPMENT TO THE HICKMAN COUNTY, TN SHERIFF'S OFFICE AND AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE ALL DOCUMENTATION NEEDED TO COMPLETE THE CONVEYANCE

WHEREAS, *Tennessee Code Annotated, Section 12-2-420*, provides that a county legislative body may convey used or surplus personal property to other governmental entities by sale, gift, trade, or barter upon such terms as the county legislative body may authorize, without public advertisement or competitive bidding; and

WHEREAS, the Sheriff's Office requests the Board of Commissioners surplus two (2) vehicles and radar and antenna equipment as referenced by attachment A, and to authorize the donation of the two (2) vehicles and equipment to the Hickman County, TN Sheriff's Office to be used by the Hickman County, TN Sheriff's Office; and

WHEREAS, the Hickman County, TN Sheriff's Office agrees to use the two (2) vehicles and equipment for a public purpose and will accept the two (2) vehicles and equipment "as is"; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to surplus the vehicles and equipment and authorizes the Williamson County Mayor to execute all documentation needed to donate the two (2) vehicles and equipment to the Hickman County, TN Sheriff's Office to be used the by the Hickman County, TN Sheriff's Office on behalf of the Williamson County Sheriff's Office:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September, 2024, on behalf of the Williamson County Sheriff's Office, surpluses two (2) vehicles and equipment as referenced by attachment A, and authorizes the Williamson County Mayor to execute all documentation necessary to donate and convey the vehicles and equipment to the Hickman County, TN Sheriff's Office, to be used by the Hickman County, TN Sheriff's Office.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

ATTACHMENT A

Williamson County Sheriff's Office – Donation to Hickman County, TN Sheriff's Office:

Unit 1801- 2018/ Chevy Tahoe/ VIN# 1GNSKDEC2JR330143/

Asset# 18238/18247/ Tag# 6370-GE

Mileage- 144071

K-9 Chevy Tahoe- Transmission out

Included Equipment:

All Emergency Lights (Blue/ White Strobes) and Siren, American Aluminum K-9 Cage with bowls, heat alarm, and door popper. Radar unit (uncertified), with radar antennas (2), and wiring. Center console and dual gunlock.

Unit 236- 2017/ Chevy Tahoe/ VIN# 1GNSKDEC7HR227956/

Asset# 17515/ Tag# 2181-GE

Mileage- 120,000

K-9 Chevy Tahoe- Blown Engine (No Engine)

Included Equipment:

All Emergency Lights (Blue/ White Strobes) and Siren, American Aluminum K-9 Cage with bowls, heat alarm, and door popper. Radar unit (uncertified), with radar antennas (2), and wiring. Center console and dual gunlock.

Resolution No. 9-24-51
Requested by: Solid Waste Department

RESOLUTION TO SURPLUS AND APPROVE THE CONVEYANCE OF A ROLL-OFF TRUCK TO HUMPHREYS COUNTY, TENNESSEE AND AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE ALL DOCUMENTATION NEEDED TO COMPLETE THE CONVEYANCE

WHEREAS, *Tennessee Code Annotated, Section 12-2-420*, provides that a county legislative body may convey used or surplus personal property to other governmental entities by sale, gift, trade, or barter upon such terms as the county legislative body may authorize, without public advertisement or competitive bidding; and

WHEREAS, the Solid Waste Department requests the Board of Commissioners surplus one (1) roll-off truck valued at an estimated price of \$55,000.00, and to authorize the transfer of its ownership in the vehicle to Humphreys County, Tennessee to be used for a public purpose; and

WHEREAS, understanding the vehicle is used, Humphreys County agrees to use the vehicle for a public purpose and will accept the vehicle "as is" with no warranty; and

WHEREAS, the Williamson County Board of Commissioners finds it in the best interest of the citizens of Williamson County to surplus the roll-off truck and authorizes the Williamson County Mayor to execute all documentation needed to convey the vehicle on behalf of the Williamson County Solid Waste Department to Humphreys County, Tennessee to be used for a public purpose:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 9th day of September, 2024, on behalf of the Williamson County Solid Waste Department, surpluses a roll-off truck (VIN 5KKHAXDV0DPFH9001) and authorizes the Williamson County Mayor to execute all documentation necessary to transfer and convey its ownership interest in the vehicle to Humphreys County, Tennessee for the purchase price of \$55,000.00 to be used for a public purpose.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>4</u>	Against <u>0</u>	Pass <u>1</u>	Out <u> </u>
Budget Committee	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No.: 9-24-52
Requested by: Solid Waste Board

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A LONG-TERM LEASE AGREEMENT WITH SIMS BARK CO., INC. FOR THE USE OF A PORTION OF PROPERTY LOCATED ON PROPERTY ABUTTING THE WILLIAMSON COUNTY LANDFILL

WHEREAS, Williamson County is a Tennessee governmental entity which is authorized to execute lease agreements for real property pursuant to *Tennessee Code Annotated, Sections 5-7-116, and 7-51-901 et. seq.*; and

WHEREAS, Williamson County owns unimproved real property located on property abutting the Williamson County Landfill recently purchased by Williamson County, Tennessee, consisting of two areas combined to total approximately 2.47 acres and listed as Tax Map 095, Parcel 018.12 ("Property"); and

WHEREAS, Sims Bark Co., Inc. ("Sims Bark") is a for-profit business that sells recycled bagged mulch; and

WHEREAS, currently Sims Bark is collecting wood that is deposited at the landfill for the purpose of shipping the wood to off-site facilities to grind the wood into mulch, which saves Williamson County the cost of disposing of the waste wood; and

WHEREAS, the parties desire to lease space to Sims Bark to permit the placement and use of its equipment on the portion of Property that is subject to the lease and which is further described on the map and description attached to the lease agreement; and


WHEREAS, the parties have agreed that Sims Bark shall be limited to using its equipment on the Property solely for the purpose of grinding wood received by Williamson County through operation of the Williamson County Landfill in its day to day activities; and

WHEREAS, the initial term of the long-term lease agreement shall be for ten (10) years with the ability to extend the lease agreement for three (3) additional five (5) year terms. In no event shall the long-term lease agreement extend beyond twenty-five (25) years; and

WHEREAS, pursuant to *Tennessee Code Annotated, Section 7-15-904*, notice of the meeting was published in a newspaper of general circulation no later than seven (7) days prior to the meeting identifying the real property, the term of the lease agreement, and contracting party; and

WHEREAS, the Williamson County Board of Commissioners has determined that it is in the interest of the citizens of Williamson County to authorize the Williamson County Mayor to execute a long-term lease agreement with Sims Bark:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 9th day of September, 2024, hereby authorizes the Williamson County Mayor to execute a long-term lease agreement and any future amendments or addendums with Sims Bark Co., Inc. for the lease of real property owned by Williamson County and located at Map 095 Parcel 018.12 for the construction and use of equipment to grind wood waste collected by the Williamson County Landfill.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Municipal Solid Waste Board For _____ Against _____
Property Committee For 4 Against 0 Pass 1
Budget Committee: For _____ Against _____
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

LEASE AND PROVISION OF SERVICES CONTRACT

This Lease/Services Contract ("Contract") is entered into as of this the ____ day of _____, 2024, by and between **WILLIAMSON COUNTY, TENNESSEE**, a governmental entity of the State of Tennessee ("Owner"), and **SIMS BARK CO., INC.** ("Tenant"), concerning the lease of certain improved real property to be used for the provision of recycling services concerning wood waste material collected by Owner as further described herein.

WITNESSETH:

WHEREAS, Owner is the sole owner of property located at 5750 Pinewood Road, Franklin, Tennessee, commonly referenced as the Landfill;

WHEREAS, Tenant desires to lease space at the Landfill for the construction and operation of an industrial commercial wood chipper suitable to produce wood waste collected by Owner at the Landfill into usable wood chips; and

WHEREAS, the parties desire to enter into this Contract defining their rights, duties, and liabilities relating to the use of the Leased Premises (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions.

- A. "Board" means the Williamson County Board of Commissioners.
- B. "Department" means the Williamson County Solid Waste Department.
- C. "Effective Date" means the date on which this Contract is fully executed by both parties. The later signature date shall be the effective date.
- D. "Facility" means the industrial commercial wood chipper and storage/operations facility Tenant has agreed to construct that is suitable to recycle wood waste material collected at the Landfill into useable wood chips.
- E. "Landfill" means the real property located at 5750 Pinewood Road, Franklin, Tennessee.
- F. "Contract" means this Contract as well as all exhibits and any properly executed addendums.
- G. "Leased Premises" means the area of the Landfill that will be used by Tenant for the limited purpose of recycling wood waste material collected at the Landfill through Department's ordinary course of business which is more specifically defined in the attached map and description, including ingress/egress.
- H. "Recovered Materials" means wood waste materials collected at the Landfill by Owner that have known recycling potential, can be recycled, and have been diverted and source separated or have been removed from the solid waste stream for processing, sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not to be considered solid waste and shall not be disposed of as solid waste.
- I. "Services" means the provision of all labor, equipment, activities, vehicles, and materials required to enable Tenant to fulfill all of its obligations and responsibilities to the specifications contained herein.

2. General Purpose of Contract. Owner is the sole owner of the Landfill. Owner has agreed to lease the Leased Premises to Tenant to construct, operate, and maintain a Facility suitable to produce wood chips from Recovered Materials collected at the Landfill and to receive, process, transfer, and haul and/or residue disposal if any. Tenant understands and accepts that this Contract is strictly conditioned on Tenant providing the Services as specified herein understanding the benefit to the citizens of Williamson County, Tennessee.

3. Leased Premises.

- A. In consideration of the obligation of Tenant to pay rent and provide the Services as herein provided, and in consideration of the other terms, covenants, and conditions hereof, Owner hereby leases to Tenant the

Leased Premises consisting of approximately two and one half (2.5) acres along with ingress and egress as further described on the attached map and descriptions.

B. Tenant shall have the right during the Contract term to use a portion of Owner's adjacent property, but only for ingress and egress purposes.

4. **Acceptance of the Leased Premises.** Tenant acknowledges and agrees that it takes possession of the Leased Premises "AS IS" and with all faults and no duty of Owner to make or perform any further repairs, replacements, maintenance, alterations, or improvements. Unless otherwise provided for herein, once Tenant takes possession of the Leased Premises, Tenant shall be responsible for the condition of the Leased Premises, Facility, and equipment. Owner makes no representation as to the operation or suitability of the equipment or Leased Premises and any repairs, use, or modification of the Facility and equipment shall be at the sole cost and risk of Tenant, unless specifically identified herein as an obligation of Owner. **Owner disclaims any warranty of merchantability with respect to the Leased Premises, Facility, or any equipment used at the Facility. Owner disclaims any warranty of fitness for any particular purpose whatsoever with respect to the Facility or Leased Premises.**

5. **Facility Construction.** No later than ninety (90) days from the Commencement Date, Tenant shall initiate actual construction of the Facility that shall be suitable to be used to recycle Recovered Materials into useable wood chips. Tenant shall keep Owner involved in the process of constructing the Facility.

A. **Schedule of Construction.** Tenant shall provide Owner with the schedule for preconstruction and construction schedule. Tenant shall provide updated construction schedules every other month once the construction phase is initiated for Owner's information until a certificate of occupancy is issued for the Facility, if one is required.

B. **Design.** Tenant shall be responsible for procuring the services of a reputable and experienced architect or engineer to conduct the design, civil, structural, mechanical, electrical engineering, and landscaping at its sole cost if the complexity of the project warrants. Prior to hiring an architect/engineer, Tenant shall provide Owner the prospective architect's/engineer's credentials, proof of experience, as well as all documentation submitted to Tenant for Owner's approval. Upon receipt, Tenant shall provide all plans, designs, drawings, specifications, and other construction documents to Owner for its approval prior to concluding the planning phase. Should Owner object to the designs or plans, Owner shall provide Tenant written explanation of its objection within thirty (30) days of receipt of the documents detailing the area of the objection. Should any material changes be made concerning the design or construction of the Facility subsequent to Owner's initial approval, Tenant shall provide the change to Owner for its approval in the same manner as the initial documents.

C. **Construction Phase.** Tenant shall be responsible for overseeing, preparing, and conducting a competitive bidding process to obtain a qualified, experienced, and fully licensed and insured contractor to conduct the construction work. Prior to contracting with any contractor to conduct work, Tenant shall provide the qualifications and experience as well as any other documentation requested by Owner. Should Owner object to the contractor, Owner shall provide Tenant written explanation of its objection within thirty (30) days of receipt of the documents detailing the area of the objection. The parties shall then discuss whether additional assurances from the contractor in a form approved by Owner will be required or whether the procurement process should be reopened for the selection of a different contractor. All construction contracts shall be approved by Owner prior to Tenant executing the contracts.

D. **Permits and Approvals.** Tenant shall secure and pay for all permits, licenses, and inspections necessary for the proper execution and completion of the Facility; and shall comply with and give all notices as required by all laws, ordinances, or regulations bearing on the construction of the Facility. Owner shall cooperate with Tenant to obtain the needed licenses and permits by providing documentation or information required to obtain the needed permits or approvals.

E. **Inspections.** Tenant shall be responsible for obtaining all required inspections concerning the construction of the Facility and shall contact Owner no later than fifteen (15) days prior to any final inspections on the Facility to permit Owner the ability to attend the inspections.

F. **Insurance.** All contracts related to the planning, engineering, design, and construction of the Facility or related in any way to improving the Leased Premises shall include insurance provisions requiring proof of

insurance during the life of this Contract any/all applicable insurance types and in the minimum amounts defined by the Williamson County Risk Manager. All insurance certificates shall include Williamson County, Tennessee government as an additional insured on the certificate and shall provide a copy of the certificate to Owner upon request.

G. *Americans with Disabilities Act.* All design and construction activities shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 Standards for Accessible Design. Tenant shall ensure that all contractors conduct any and all construction activities in a manner which ensures compliance with ADA standards. Before a Final Completion will be issued, all ADA issues addressed in the review and/or inspections must be corrected in a manner which fully complies with ADA standards. Tenant must include these requirements in each subcontract entered into with Tenant under this Contract.

H. *Warranty.* Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to the design, engineering, and construction work, including subcontractors providing construction services. Tenant assumes responsibility for all persons providing services or work or acting by, on behalf of, or under direction of Tenant concerning the planning, design, and construction of the Facility. Tenant shall ensure that all construction contracts concerning the renovation work conducted on the Leased Premises shall include the following warranty provisions:

Contractor warrants that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the contract documents, industry standards for projects of similar types and qualities, and all applicable laws, codes, regulations, and other requirements, including safety requirements and the completed project without defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

I. *Title.* Upon completion of the Facility, title to the Facility shall be in the name of Tenant for the term of this Contract. The Landfill and Leased Premises shall remain the property of Owner and titled in Owner's name.

6. **Term.** The initial term of this Contract and delivery of possession of the Leased Premises to Tenant shall commence on October 1, 2024 and shall be for five (5) years, expiring on September 30, 2029 ("Initial Term"), with such rights of termination and extensions as are hereinafter expressly set forth. Provided Tenant is not in default under any material provisions or covenants of this Contract and this Contract has not otherwise been terminated, Tenant and Owner shall have the option of extending this Contract for three (3) additional terms of five (5) years, not to exceed a total term of twenty (20) years.

7. **Base Rent and Other Charges.**

A. The rental rate shall be One and 00/100 Dollar (\$1.00) per year. Rent shall be paid to Owner at the address specified herein, or to such other address as Owner may designate by a notice in writing, in one (1) annual payment due in advance by July 31 of each year of this Contract. Payments of rent represent the minimum amounts of rent to be paid under this Contract and Tenant shall be responsible for all maintenance and repairs as defined herein, all applicable personal and property taxes, if any, and insurance costs. In addition to the annual rental rate and as part of the consideration for this Contract for the Leased Premises, Tenant has agreed to continue to construct, operate, renovate, maintain, and repair all areas of the Leased Premises and the Facility and to provide all Services at Tenant's sole cost.

B. Tenant shall be responsible for the payment of all costs and utilities for the Leased Premises including, but not limited to, gas, electricity, water and sewer rates and all other charges which become payable during the term of this Contract needed for the production of the recyclable wood chips.

C. Tenant shall be responsible for any and all taxes that are imposed on Tenant. Tenant acknowledges that it cannot claim exemption from taxes by virtue of any exemption that is provided to Owner.

8. Possession. Tenant shall be entitled to possession of the Leased Premises on the Commencement Date and shall yield possession to Owner on the Expiration Date, unless terminated earlier by Owner or Tenant. Prior to termination or expiration of this Contract, Tenant shall remove all personal property owned by Tenant and peaceably yield possession of the Leased Premises to Owner. So long as Tenant is not in default in the performance of its covenants, agreements, and obligations under this Contract, Tenant shall be entitled to peaceful possession and quiet enjoyment of the Leased Premises during the term of this Contract.

9. General Use. Tenant may use the Leased Premises only for the purpose and in the manner specifically provided herein and that benefits the public so long as such use does not cause unreasonable economic loss, property damage, or environmental harm to Owner or the Leased Premises. Notwithstanding the foregoing, Tenant's initial use shall be for the provision of recycling processing services which will include, at a minimum, receiving and processing wood material collected by Owner at its Landfill, and the provision of associated transfer and hauling, and/or residue disposal (including transport of residue to a permitted disposal facility) and any change of use from this initial use requires the prior written consent of Owner, such consent not to be unreasonably withheld, conditioned, or delayed. Tenant shall use the Leased Premises only for lawful and moral purposes in full compliance with applicable ordinances, statutes, rules and regulations or any applicable governmental authorities. Tenant shall not permit any hazardous materials to be kept, stored, brought, or discharged on the Leased Premises other than those de minimis quantities customarily used in Tenant's use of the Leased Premises and in compliance with all applicable laws. Tenant's use of the Facility is strictly limited to processing wood material received by Owner at its Landfill.

10. Facility. Tenant shall provide all equipment needed to process the Recovered Materials. In addition to all other obligations contained in this Contract, Tenant shall be responsible for the following:

A. Provide sufficient Services and equipment to accept, process, and recycle the wood materials collected by Owner at the Landfill in a manner that complies with acceptable industry standards and in a timely manner;

B. Ensure, during all hours that the area contained in the Facility is maintained in an orderly manner and that there is sufficient space and access to receive wood waste material from the Solid Waste Department. The Solid Waste Department operates a minimum of five (5) days per week, forty (40) hours per week and most holidays. Tenant shall have employees on duty at the Facility during all normal workdays and during all normal work hours that the Solid Waste Department operates to accept material at the Landfill;

C. Tenant agrees to maintain the surrounding grounds in a clean and orderly manner on a daily basis to include, but not be limited to, an effective litter prevention and clean-up program, scheduled lawn maintenance and shrub trimming;

D. Tenant shall be responsible for ensuring that stormwater runoff is, at all times, within the parameters of the Facility's Stormwater Permit. Tenant shall be solely responsible for ensuring compliance with all Federal, State, and local laws regarding stormwater regulations; and

E. Tenant agrees that it will be solely responsible for ensuring that the Facility is secured when vacant. Owner shall not be responsible for any loss or damage to any computers, equipment, documents, or other items owned, leased, or used by Tenant in the Facility.

11. Signs. Tenant may not install any signs on the Leased Premises without Owner's approval, which shall not be unreasonably held, and any necessary applicable approvals from the appropriate governmental authorities. Such signage shall be removed, and any damage repaired by Tenant, at Tenant's sole cost, upon the expiration or earlier termination of this Contract.

12. Maintenance and Repair of Leased Premises.

A. Tenant shall maintain the Leased Premises in good repair and in a neat and orderly condition to protect the Facility and the Leased Premises against deterioration and to maintain the aesthetic quality of the

Facility and the Leased Premises. Tenant shall establish a regular schedule to sweep or otherwise remove litter from the Leased Premises and to maintain the landscaped areas. Tenant shall protect all utilities encountered in the performance of the Services including drainage, service water, wastewater, electrical, and telephone against any interruption and shall repair physical damage caused thereto.

B. Tenant shall maintain the Facility in good, clean and working condition at all times, and in addition shall:

- i). Be responsible for all structural repairs and maintenance needed by the Facility. Tenant shall be responsible for the Facility and the equipment repairs or replacement from damages done by Tenant over and above normal wear and tear;
- ii). Maintain all processing systems and equipment. Perform scheduled maintenance to inspect, clean, adjust, lubricate, sharpen, repair, or replace parts and otherwise maintain systems and equipment in accordance with manufacturer's recommendation or warranty requirements, Tenant's performance requirements, and required insurance; and
- iii). Maintain an adequate stock of tools and spare parts at the Facility to perform all maintenance work required herein.

13. Maintenance and Repair of Equipment.

A. Tenant's Responsibility. Tenant shall be responsible for conducting the repairs to all equipment, whether owned by Tenant or not. Tenant shall perform scheduled maintenance to inspect, clean, adjust, lubricate, sharpen, repair or replace parts and otherwise maintain systems and equipment in accordance with manufacturer's recommendation and/or warranty requirements. Tenant shall be responsible, at its sole cost, for replacing all systems and equipment as may be required throughout the term of this Contract and any renewals. Tenant shall maintain an adequate stock of tools and spare parts at the Facility to perform all maintenance work required herein.

B. Maintenance and Repair Records. Tenant shall maintain records and data related to the days and times Tenant conducted maintenance and repairs on the equipment and the performance of the systems, with special emphasis on unusual incidents and faulty operating conditions. The records shall be provided by Tenant at the request of the Department and shall be made available during the Department's monthly inspections whether requested or not to determine adjustments in scheduled maintenance and spare parts inventory with the objective of minimizing downtime. Tenant shall maintain and allow access to books, records, data, documents, and reports throughout the term of this Contract and for a period of five (5) years thereafter and shall be made available to Owner upon request. The records shall be maintained at the Facility during the term of the Contract and thereafter Tenant shall maintain the records at a location within fifty (50) miles of the Facility.

14. Inspection of Leased Premises and Facility.

A. Monthly Inspections. Tenant agrees that inspections of the Leased Premises shall be conducted in the complete discretion of Owner, on a monthly basis by the Solid Waste Director or his appointed representative. Inspections shall be scheduled during low peak times of operations. The Solid Waste Director shall give Tenant a minimum of three (3) workdays' notice prior to the monthly inspection. The inspections shall be conducted in the presence of an employee of Tenant. The participating employee may be anyone that Tenant has chosen or, if no employee was chosen by Tenant or the chosen employee is not present, the ranking employee present at the time of the inspection.

B. Non-Scheduled Inspections. The Solid Waste Director, upon determining that the actions of Tenant warrant a non-scheduled inspection, may conduct any non-scheduled inspection by providing Tenant a minimum of twenty-four (24) hours' notice prior to the inspection to ensure compliance with all material terms of this Contract. The inspections shall be conducted in the presence of an employee of Tenant. The participating employee may be anyone that Tenant has chosen or, if no employee was chosen by Tenant or the chosen employee is not present, the ranking employee present at the time of the inspection.

C. Inspections shall encompass all areas of the Leased Premises and all items that are present on the inspection sheet as provided for by the Solid Waste Director. Once the inspection is completed the Solid

Waste Director, or his/her chosen representative, and Tenant or Tenant's representative, shall sign and date the inspection form.

D. Should a discrepancy noted during the inspection as failing the inspection, then the Solid Waste Director and Tenant shall conduct a follow up inspection ten (10) days from the date of the inspection, or earlier should Tenant so request, to inspect the items marked as damaged or malfunctioning, or in general disrepair.

E. All items that are found to be in disrepair, damaged, or malfunctioning shall be repaired as expeditiously as is consistent with professional skill and care. Tenant shall ensure that the repairs required to be undertaken by Tenant shall be conducted by individuals competent and experienced to perform the repairs. Should Tenant fail to correct all deficiencies within thirty (30) days from the inspection, then the Solid Waste Director, in his/her discretion, may conduct additional periodic inspections in the discretion of the Solid Waste Director.

F. Nothing herein shall be interpreted to prohibit the Department or Owner from accessing the Leased Premises to determine whether Tenant is fulfilling its obligations provided herein.

15. Services.

A. Tenant shall be responsible for all aspects of the management, operations, and maintenance of the Facility including, without limitation: the receipt, weighing, processing, and storing of wood waste materials, the disposal of residue and shipping of Recovered Materials; the maintenance of records and the provision of reports and accounting; the maintenance of systems and equipment; the care and maintenance of Facility, equipment, and grounds; the hiring and training of all managerial, supervisory, and operating personnel. Tenant shall exercise due diligence and apply all of its expertise in the field of waste management and recycling to safely and efficiently carry out the responsibilities provided herein.

B. Tenant shall manage the Recycled Materials and any resulting residue (MSW) in a manner which complies with all federal, state, and local environmental, transportation, OSHA, stormwater, and all other applicable regulations.

C. Tenant shall not, under any circumstances, be permitted nor shall it permit the storage of personal equipment, vehicles, personal property, or any other property or material which is not used in the provision of Services or to fulfill Tenant's obligations as exclusively determined by the Department. Tenant shall remove any unpermitted item immediately at the direction of the Department.

16. Staffing.

A. Tenant shall maintain a work force of adequate size and skills at all times including, without limitation, manual labor, administrative, and supervisory personnel required to operate and maintain the Facility and provide all Services and fulfill all obligations as required by this Contract. Tenant shall recruit, hire, train, supervise, and when necessary, terminate such personnel in accordance with all applicable local, state and federal laws, rules, and regulations including, but not limited to, the EQUAL EMPLOYMENT OPPORTUNITY provisions. Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin or any other protected class.

B. Tenant will take affirmative action to ensure that minority and disadvantaged applicants are employed and that employees are treated, during their employment, without regard to race, religion, color, sex, or national origin or any other protected class.

C. Tenant shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws. Failure to comply with the requirements of these immigration laws is considered a material breach of this Contract and may lead to civil penalties and debarment or suspension from being a contractor or subcontractor under contracts with Owner.

D. Tenant shall furnish Owner with a list of key supervisory and operating personnel, together with their job titles and descriptions. Tenant shall appoint a Facility Manager as its Designated Representative

with the authority to speak for and make commitments and decisions on behalf of Tenant, with respect to its obligations hereunder. The Facility Manager and/or supervisory personnel shall be available to communicate with and respond to inquiries from Owner. Owner shall be notified in advance of any change in the Facility Manager.

E. Owner shall have the right to request that Tenant remove any employee or representative from any work connected with Tenant's responsibilities and performance obligations under this Contract, whose job performance and/or personal conduct Owner deems unsatisfactory or improper.

F. Tenant hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only high-quality results, and that all Services will strictly comply with the requirements of this Contract. Any Services not strictly complying with the requirements of this Contract shall constitute a material breach of this Contract and Tenant's warranty.

17. Termination. Either party may terminate this Contract by providing the other party with a minimum of one hundred eighty (180) days written notice prior to the expiration of the initial term or any subsequent terms.

18. Default.

A. *Tenant's Default.* Tenant is in default under the terms of this Contract if: (i) Tenant defaults in the payment of rent, or other amounts required when due; (ii) Tenant fails to initiate construction on the Facility within ninety (90) days or abandons construction of the Facility at any time for a period exceeding ninety (90) days; (iii) Tenant defaults in performing any of its other covenants, agreements, or obligations under this Contract and fails to cure any default within thirty (30) days after receiving written notice of default by Owner, or if such default will reasonably take more than thirty (30) days to cure, and Tenant has not commenced steps to cure such default within thirty (30) days or is not diligently pursuing such cure; (iv) Tenant is adjudicated bankrupt; (v) a receiver is appointed for Tenant's property; (vi) whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law; (vii) Tenant makes an assignment for the benefit of creditors; (viii) any property of Tenant should be levied upon or attached under process against Tenant; (ix) if a final judgment is rendered against Tenant and remains unpaid for thirty (30) days; (x) Tenant causes a lien to be placed against the Leased Premises; or (xi) the Leased Premises is abandoned by Tenant during the term or is vacant for more than thirty (30) consecutive days during the term (unless the vacancy is caused by damage to the Facility or Leased Premises resulting in the Leased Premises and Facility being uninhabitable).

B. *Owner's Remedies.* Upon Tenant's default pursuant to subsection 18.A. above, Owner, at its option, may immediately terminate this Contract by written notice to Tenant, and Tenant shall immediately surrender possession of the Leased Premises to Owner and remove all personal property owned by Tenant. Owner shall have the option to either purchase the Facility and all other improvements owned by Tenant in the manner specified below or provide one hundred eighty (180) days' notice to Tenant to remove the Facility from the Leased Premises and to return the Leased Premises as reasonably possible to the condition the Leased Premises was in prior to this Contract. At the conclusion of the one hundred eighty (180) days' notice, Owner may immediately, and without further notice, or at any time thereafter, re-enter the Leased Premises and remove all persons and all or any personal property, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution or damages, and repossess the Leased Premises. Owner shall further be entitled to recover from and obtain judgment against Tenant for the amount of all loss and damage which Owner may suffer by reason of the termination of this Contract, including all costs and expenses incurred by Owner in removing the Facility, and reasonable attorney's fees and court costs, and to pursue any other remedies available to Owner under Tennessee law. If Tenant breaches any of the material provisions of this Contract, Owner shall be entitled to obtain specific performance, and shall be further entitled to obtain any other remedies which it may have at law or equity.

C. *Owner's Default.* Owner shall be in default under the terms of this Contract if it: (i) makes intentional misrepresentations during the negotiation, execution, or term of this Contract, regarding the Leased Premises or known conditions therein; or (ii) any other material breach of the terms of this Contract by Owner which is not adequately remedied within thirty (30) days of the date Owner receives written notice from Tenant.

which sets forth the specific breach, or if such default will reasonably take more than thirty (30) days to cure, and Owner has not commenced steps to cure such default within thirty (30) days and is not diligently pursuing such cure.

D. *Tenant's Remedy.* Upon Owner's default of this Contract pursuant to subsection 18.C above, Tenant may, in its sole discretion, terminate this Contract by written notice to Owner and proceed with either removing the Facility from the Leased Premises or selling the Facility to Owner for fair market value.

19. Effect of Termination. Prior to termination or expiration of this Contract, Owner shall provide Tenant with notice to discuss either purchase or removal of the equipment and Facility.

A. *Purchase Facility.* Upon notice of termination or expiration of this Contract, Owner shall have the option to purchase the Facility described herein for a purchase price which shall be negotiated between the parties and validated by an appraisal performed by a mutually agreed upon Qualified Appraiser and under terms and conditions mutually agreed to between Owner and Tenant memorialized in a separate purchase agreement negotiated in good faith by the parties.

B. *Removal of Facility.* In the event parties cannot agree on the purchase price or terms of the land or if Owner decides not to purchase the Facility, Tenant shall be responsible for removing the Facility including all permanent fixtures owned by Tenant and returning the Leased Premises to its former condition to the satisfaction of Owner, reasonable wear and tear excepted, within one hundred eighty (180) days from the date of termination. The indemnification obligations of Tenant shall survive the termination of this Contract.

20. Warranty. Tenant and Owner each acknowledge and represent that they are duly organized, validly existing, and in good standing and have the right, power, and authority to enter into this Contract and bind itself hereto through the party set forth as signatory for the party below. Owner represents, warrants, and agrees that: (i) Owner solely owns the Leased Premises as a legal lot in fee simple; (ii) the Leased Premises is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Leased Premises under this Contract; and (iii) Owner grants to Tenant actual, quiet, and peaceful use, enjoyment, and possession of the Leased Premises for the term of this Contract subject to Tenant's compliance with all material terms provided herein.

21. Surviving Sale. Owner agrees that this Contract and rights of Tenant provided in this Contract shall survive any sale of a portion or all of the Leased Premises to any third party and Tenant shall have the right to continue its use and occupancy of the Leased Premises for the remaining term, including extensions, of this Contract as well as exercise its right of first refusal or option to purchase. In the event of a sale, assignment, or transfer by Owner of its interest in the Leased Premises or this Contract, Owner shall thereupon be released or discharged from all covenants and obligations of Owner, except such liabilities and obligations of Owner as shall have accrued prior to any such sale, assignment, or transfer and Tenant agrees to look solely to such successor in interest of Owner for performance of such obligations.

22. Obligation to Secure the Facility. Tenant agrees that it will be solely responsible for ensuring that all of Tenant's equipment, computers, supplies, and any other material or items will be secured in the Facility. Owner shall not be responsible for any loss or damage to any computers, equipment, documents, or other items owned, leased, or used by Tenant. No personal property, equipment, computers, supplies, or other material used or owned by Tenant shall be kept outside the Facility. Owner shall not at any time be liable for damage to any personal property in or upon the Facility, which results from gas, smoke, water, rain, ice, or snow which issues or leaks from or forms upon any part of the Facility, or from the pipes or plumbing work of the same, or from any other place whatsoever unless the damage is the result of Owner's gross negligence or intentional tortious activity.

23. Notice.

A. *Delivery.* Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Contract may be sent by United States mail (first class,

airmail or express mail), commercial courier, facsimile or electronic mail, in each case delivered to the address set forth below for the recipient.

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

C. *Addresses,*

- i. Owner: Williamson County, Tennessee
Williamson County Mayor's Office
1320 West Main Street, Suite 125
Franklin, TN 37064
- ii. Tenant: Sims Bark Co., Inc.

24. **Assignment and Subletting.** This Contract cannot be assigned or subleased by Tenant without the prior written consent of Owner, which may be withheld at Owner's discretion. Owner may assign its rights under this Contract. The terms, provisions, and covenants contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, permitted assigns, successors in interest, and legal representatives.

25. **Insurance.** Without limiting its liability under this Contract, Tenant will procure and maintain at Tenant's expense during the life of this Contract: (i) a policy of special form property insurance with a special form cause of loss endorsement in an amount no less than the full replacement cost of the Facility (exclusive of foundation and excavation costs), with such amounts subject to Owner's prior approval thereof insuring against the perils of fire, lightning, extended coverage, vandalism, and malicious mischief, and (ii) a policy of commercial general liability insurance insuring Owner against any and all liability for injury to or death to a person, or persons, including damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Leased Premises and/or the Facility by Tenant, its employees, contractors, and agents or arising out of any construction work being done on the Leased Premises by Tenant, its employees, contractors, and agents, the limits of such policy or policies to be in an amount not less than Three Million and No/100 Dollars (\$3,000,000.00) per occurrence, and an Aggregate limit of at least Three Million and No/100 Dollars (\$3,000,000). Such policies shall be non-cancellable except after thirty (30) days written notice to Owner. Such policies or duly executed certificates of insurance shall name Owner as loss payee. Such policies or duly executed certificates of insurance shall name Owner and any other person or parties designated by Owner as ADDITIONAL INSURED. All certificates shall be delivered to Owner within two (2) days of the date of delivery of possession and thereafter at least ten (10) days prior to the expiration of the respective policy term. All casualty insurance policies shall provide for a waiver of subrogation against Owner on the part of the insurance carrier. All insurance required to be carried by Tenant hereunder shall be with nationally recognized companies rated no lower than A-VIII by A.M. Best Company. Tenant shall not permit the Leased Premises to be used for any purpose or in any manner that would void the insurance.

26. **Health, Safety and Requirements of Law.** Tenant shall, at Tenant's own expense, comply with all laws and ordinances, and all orders, rules, and regulations of all governmental authorities and of all insurance bodies and their fire prevention engineers at any time in force, applicable to the Leased Premises and Facility or to Tenant's particular use or manner of use of it. Tenant shall conform to the following Health and Safety provisions: U.S. Department of Labor, Occupational Safety and Health Act, all other applicable Federal, State, County and local laws, ordinances, codes, landfill regulations, and any other regulations as may be cited in this Contract. When any of these authorities are in conflict, the more stringent regulation/requirement will be followed. Tenant's failure to thoroughly familiarize itself with the aforementioned safety provisions will

not relieve its responsibility to comply with the safety provisions. If death, serious injuries, or serious property damage are caused, Tenant agrees to immediately report such incident to Williamson County Government Risk Management at (615) 790-5466 during business hours, or at (615) 791-6200 (requesting dispatch), after business hours, holidays, and weekends.

27. Hazardous Material.

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

B. *Notice.* In the event that Hazardous Materials are discovered upon, in, or under the Leased Premises, and any governmental agency or entity having jurisdiction over the Leased Premises requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Leased Premises by Tenant or Tenant's Agents but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Leased Premises or any portion thereof without first notifying Owner of Tenant's intention to do so and affording Owner the opportunity to protect Owner's interest with respect thereto. Tenant immediately shall notify Owner in writing of: (i) any spill, release, discharge, or disposal of any Hazardous Material in, on, or under the Leased Premises, the Facility, or any portion thereof; (ii) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any laws respecting Hazardous Materials; (iii) any claim made or threatened by any person against Tenant or the Leased Premises or any portion thereof relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials; and (iv) any reports made to any governmental agency or entity arising out of or in connection with any Hazardous Materials in, on, under, or about or removed from the Leased Premises, the Facility, or any portion thereof, including any complaints, notices, warnings, reports, or asserted violations in connection therewith. Tenant also shall supply to Owner as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Facility, the Leased Premises, or Tenant's use or occupancy thereof.

C. *Hazardous Material Defined.* As used in this Contract, "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous, or toxic substances, material, or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any laws, including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds, and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Hazardous substances, wastes, or materials shall include those which are defined in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 USC § 9601 *et seq*; the Resource Conservation and Recovery Act, as amended, 42 USC § 6901 *et seq*; the Toxic Substances Control Act, as amended, 15 USC § 2601 *et seq*; the Tennessee Hazardous Waste Management Act of 1983 at T.C.A. §§68-46-201 *et seq.*, and as further set forth in any state or local laws and ordinances, and their corresponding regulations.

D. *Survival.* The respective rights and obligations of Owner and Tenant under this Section 27 shall survive the expiration or earlier termination of this Contract.

28. Employment Practices. Tenant shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying-off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. Tenant warrants and agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the provision of Services or in the employment practices of Tenant on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or State constitution or statutory law.

29. Destruction. If the Leased Premises and/or the Facility is destroyed by fire or other casualty, this Contract shall terminate with no further obligations from Owner or Tenant, except for any indemnification obligations. Tenant shall have the option of repairing the Facility should the parties determine that the Facility is not a complete loss and can be repaired. All costs to repair the Facility shall be borne solely by Tenant.

30. Information and Press Release. Tenant shall issue no press release, make no program announcement, nor engage in any other public education, public relations, advertising, or promotional activity related to the Services or lease of the Facility as provided under this Contract without first obtaining Owner's prior written approval.

31. No Joint Venture. Nothing contained in this Contract shall be deemed or construed by the parties, nor by any other party, as creating the relationship of principal and agent, or partnership or joint venture between the parties.

32. Waiver of Default. No failure by either party to insist upon the strict performance of any term or condition of this Contract or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rent during the continuance of any breach shall constitute a waiver of any breach of any term or condition. No obligation of this Contract which either party is required to perform, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by the parties. No waiver of any breach shall affect or alter any term or condition in full force and effect with respect to any other then existing or subsequent breach.

33. Modifications to Contract. If any of Owner's insurance carriers requests modifications to this Contract, then Tenant shall execute a written amendment incorporating such requested modifications within thirty (30) days after the same has been submitted to Tenant by Owner, provided that such modifications do not materially adversely affect Tenant's use of the Leased Premises and/or Facility as herein permitted. In the event that Tenant refuses or fails to execute such amendment within forty-five (45) days after Owner's delivery of same to Tenant, then Owner shall have the right, at its sole option, in addition to Owner's other remedies for Default, to terminate and cancel this Contract by written notice to Tenant specifying the date on which this Contract will terminate.

34. Assumption of Responsibility. Tenant assumes full responsibility for all persons acting on behalf of or through Tenant with respect to Tenant's use of the Leased Premises and Facility, including Tenant's employees, agents, and invitees. Owner assumes responsibility for all persons acting by or under the direction of Owner with respect to its obligations of this Contract, including Owner's employees, agents, and invitees.

35. Indemnification; Limitation of Liability.

A. Owner shall not be liable for any loss, damage, or injury to persons or property occurring, on or within the Facility. Tenant shall indemnify and hold Owner harmless from any and all such injuries and damages and shall defend any claims or legal action arising therefrom and pay all judgments resulting therefrom and shall reimburse Owner for all costs and expenses, including reasonable attorney's fees, paid or incurred by Owner as a result, either indirectly or directly of Tenant's use of the Leased Premises and Facility. However, this indemnity shall not apply to any loss or injury resulting from the gross negligence, willful misconduct, malicious or criminal acts, or acts committed for personal gain of any person acting by or under the direction of Owner, its employees, or agents; however, in no event shall Owner be liable for consequential damages.

B. It is expressly understood and agreed that the total liability of Owner arising out of or in connection with this Contract, the relationship of Owner and Tenant hereunder and/or use of the Leased Premises and Facility by Tenant or its employees, agents, or invitees, shall be limited to the extent provided by the Tennessee Governmental Tort Liability Act. No other property or assets of Owner shall be subject to levy, execution, or other enforcement proceedings or other judicial process for the satisfaction of any judgment or any other right or remedy of Tenant arising out of or in connection with this Contract, the relationship of Owner and Tenant hereunder, and/or Tenant's use of the Leased Premises and Facility.

36. Miscellaneous.

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

B. *Choice of Law/Venue.* This Contract shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Contract or its attachment becomes subject to litigation, exclusive venue for such action will be in Williamson County, Tennessee or in a federal court with jurisdiction over Williamson County, Tennessee.

C. *Americans with Disabilities Act.* Tenant shall, at its sole expense, maintain the Leased Premises and Facility in full compliance with all applicable federal, state or municipal laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Americans With Disabilities Act, and all regulations and guidelines promulgated under any all of the foregoing, as the same may be amended from time to time.

D. *Rights Cumulative.* All rights, remedies, and powers conferred upon Owner and Tenant shall be cumulative but not restrictive to those given by law.

E. *Successors and Assigns.* Except as otherwise expressly provided, all provisions shall be binding upon and shall inure to the benefit of the parties, their permitted heirs, executors, administrators, legal representatives, successors, and assigns.

F. *Abandoned Property.* Any property remaining on the Leased Premises or in the Facility which has not been claimed by Tenant after the expiration of Tenant's obligations shall be deemed abandoned by Tenant. At Owner's option, Owner may: (i) take possession of it and treat it as its own property and utilize it or destroy it or otherwise dispose of it or (ii) store it at Tenant's sole expense and risk. Tenant hereby waives any right to claim the value thereof or damages therefore. Tenant shall be liable to Owner for: (i) the cost incurred by Owner in disposing of or destroying the abandoned property and (ii) the cost of storing it if Owner elects to store it for Tenant.

G. *Copyrights, Royalties, and Trademarks.* Tenant warrants that no music, visual displays, video, DVDs, literary or artistic work, or other property protected by copyright will be performed, reproduced, provided, or used, nor will the name of any entity protected by trademark be reproduced or used during Tenant's or any subtenant's use of the Leased Premises unless Tenant has obtained written permission from the copyright or trademark holder and has satisfied all copyright and trademark laws. Tenant shall comply strictly with all laws respecting copyright, royalties and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person during its use of the Leased Premises and Facility. Tenant shall indemnify and hold Owner and its officers, agents and employees harmless from all claims,

losses and damages (including court costs and attorney fees) with respect to such copyright, royalty or trademark rights.

H. *Compliance with Applicable Laws, Statutes, Ordinances.* Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of any governmental entity applicable to the use of the Leased Premises and Facility, and with the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected to use of the Leased Premises and Facility. Tenant's obligation to comply with all statutes, ordinances, rules, orders, and regulations includes Tenant's liability for any permit fees, taxes, fines, or other costs associated with Tenant's compliance.

I. *Tenant Representative.* As designated by Tenant(s), _____ will serve as the "Tenant Representative" with whom Owner may communicate regarding this Contract throughout the Contract term, including, but not limited to, arrangements for move-in and move-out, showings, and maintenance.

J. *Headings.* The captions, numbers, and headings appearing in this Contract are inserted only as a matter of convenience and do not limit or expand the content of the respective paragraphs.

K. *Entire Agreement.* This Contract constitutes the entire agreement of the parties and may not be modified except in writing signed by all parties.

L. *No Recordation.* Tenant shall not record or attempt to record this Contract or any memorandum hereof in any public records without the prior written approval of Owner, which may be denied in Owner's sole and absolute discretion. In the event that Owner grants its approval to record this Contract or a memorandum hereof, Tenant shall pay all recordation fees, taxes and charges in connection with such recordation.

LAST ITEM ON PAGE
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have each caused this Contract to be executed as of the _____ day of _____, 20___ by their duly authorized signatory.

WILLIAMSON COUNTY, TENNESSEE:

SIMS BARK CO., INC.:

Rogers Anderson, Williamson County Mayor

By: _____

Purchasing Agent:

Title: _____

RECOMMENDED:
Department Head

Sworn to and subscribed to before me, a
Notary Public, this ___ day of _____, 20___
by _____, the _____
of Tenant and duly authorized to execute this
instrument on Tenant's behalf.

Department:

Notary Public
My Commission Expires _____

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Department of Risk Management

APPROVED AS TO FORM AND LEGALITY:



Williamson County Attorney

FILED IN THE OFFICE OF THE
WILLIAMSON COUNTY MAYOR:

Date: _____

Williamson County\Apts\Landfill-Solid Waste Mgrnt\Sims Bark Co., Inc\2024.08.06
Lease Sims Bark - landfill K24-410.doc

HOUSE BILL NO. 2677

PASSED: April 25, 2024



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 21st day of May 2024



BILL LEE, GOVERNOR

Resolution No. 9-24-53
Requested by: Commissioner Webb

**RESOLUTION OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS TO
ENCOURAGE EACH COMMISSIONER TO COMPLETE REQUIRED ANNUAL TRAINING
AND TO PROVIDE A SUPPLEMENT FOR COMPLETING THE TRAINING**

WHEREAS, under Tennessee Code Annotated, Section 5-5-113, counties are authorized and encouraged to pay a supplement of Six Hundred and 00/100 Dollars (\$600.00) to county legislative body members who successfully complete in each year at least eight (8) hours of continuing education training at a conference or meetings provided by or approved by the University of Tennessee County Technical Assistance Service (CTAS); and

WHEREAS, Williamson County desires to provide for such an incentive payment for County Commissioners who have met their annual training beginning with the budget for fiscal year 2025-2026; and

WHEREAS, it is estimated that, should each County Commissioner qualify for the incentive pay, the annual costs to Williamson County is Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00):

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this 9th day of September, 2024, hereby approves that any Williamson County Commissioner who has completed at least eight (8) hours of continuing education training at a conference or meetings provided or approved by CTAS and who submits to the Williamson County Budget Director proof of such attainment on or before June 15 of each year beginning with the 2025-2026 fiscal year, shall be paid the sum of Six Hundred and 00/100 Dollars (\$600.00) from County funds appropriated for that purpose.


Paul L. Webb, County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee: For _____ Against _____

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date



State of Tennessee

PUBLIC CHAPTER NO. 997

HOUSE BILL NO. 2677

By Representatives White, Whitson, Sparks, Keisling, Hardaway

Substituted for: Senate Bill No. 2897

By Senator Bailey

AN ACT to amend Tennessee Code Annotated, Title 2; Title 5 and Title 7, relative to training for members of county legislative bodies.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 5-5-113, is amended by deleting the section and substituting:

(a) Each member of a county legislative body shall:

(1) No later than one hundred twenty (120) days after election or appointment, complete orientation training provided by the University of Tennessee's county technical assistance service (CTAS). This subdivision (a)(1) applies only to members newly elected or appointed on or after April 12, 2018; and

(2) Annually, complete at least eight (8) hours of continuing education training at conferences or meetings provided or approved by CTAS. The period for compliance under this subdivision (a)(2) begins on September 1, 2024. This subdivision (a)(2) does not apply to:

(A) A person appointed to fill a vacancy on a county legislative body until September 1 after the person's appointment;

(B) An incumbent in office prior to April 12, 2018, until the incumbent is separated from office for any reason and is subsequently elected or appointed to serve as a member of a county legislative body; and

(C) Any commissioner after eight (8) years of service.

(b) CTAS may provide the training required under subsection (a) in person or by any other means available.

(c) The comptroller of the treasury shall, at least annually, post on its website the name of each member of a legislative body and the hours of training required and completed for each member in compliance with subsection (a).

(d) A county may, and is encouraged to, pay a supplement of six hundred dollars (\$600), in addition to the commissioner's regular salary, to a commissioner for such county who successfully completes in each year the continuing education training required by subdivision (a)(2).

SECTION 2. This act takes effect upon becoming a law, the public welfare requiring it.