

AGENDA

WILLIAMSON COUNTY BOARD OF COMMISSIONERS

Monday, October 14, 2024 – 7:00 p.m.

- I. OPEN COURT
- II. INVOCATION & PLEDGE TO FLAG
- III. ROLL CALL
- IV. APPROVAL OF MINUTES of the regular September 9, 2024, County Commission Meetings (Copies were mailed to each member of the County Commission)
- V. CITIZEN COMMUNICATION
- VI. COMMUNICATIONS & MESSAGES
REMINDER: The November, 2024 Board of Commissioners' meeting will be held on TUESDAY, November 12, 2024 due to the Veterans Day Holiday on the regularly scheduled meeting date of 11/11/24
- VII. REPORTS OF COUNTY OFFICES – Department Heads should be prepared to make a verbal report and answer questions, upon request.
 - a. County Mayor – Rogers C. Anderson
 - b. W.C. Schools – Jason Golden, Director of Schools
 - c. Hospital Report – Phil Mazzuca, CEO, Williamson Medical Center
 - d. Health Report – Cathy Montgomery, County Health Director
 - e. Highway Report – Eddie Hood, Superintendent
 - f. Agriculture Report – Matt Horsman, Extension Leader
 - g. Parks & Recreation Report – Gordon Hampton, Director
 - h. Office of Public Safety – Conner Scott, Director
 - i. Budget Committee – Judy Herbert, Chairman
 - j. Education Committee –
 - k. Finance (Investment) Committee – Rogers Anderson, Chairman
 - l. Human Resources Committee –
 - m. Law Enforcement/Public Safety Committee – Jennifer Mason, Chairman
 - n. Municipal Solid Waste Board – Ricky Jones, Board Member
 - o. Parks & Recreation Committee – Steve Smith, Chairman
 - p. Property Committee – Lisa Hayes, Chair
 - q. Public Health Committee –
 - r. Purchasing & Insurance Committee – Jennifer Mason, Chairman
 - s. Rules Committee – Sean Aiello, Chairman
 - t. Steering Committee – Chas Morton, Chairman
 - u. Tax Study Committee – Barbara Sturgeon, Chairman

Any other Committee wishing to report may do so at this time.

VIII. ELECTIONS & APPOINTMENTS

COUNTY MAYOR:

Economic Development Council
Four (4) Year Terms, Expiring 10/28

Greenbelt Owner

Terms Expiring

Gayle Moyer Harris
Travis Anderson
Robert Ring

Nominations

Leisa Gill
Will Powell
Charlie Fox, III

COUNTY COMMISSION:

Judicial Commissioner
One Year Term (Expiring 10/25)

Nomination
Jeremy Joerger

CONSENT AGENDA (Reference Attachment, if applicable)

X. UNFINISHED BUSINESS

Resolution No. 10-24-1, (formerly Resolution No. 9-24-1), 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 – Commissioner Richards

Resolution No. 10-24-2, (formerly Resolution No. 9-24-54), Resolution Authorizing the Williamson County Mayor to Grant an Easement to Middle Tennessee Electric Membership Corporation – Commissioner Stressor

XI. NEW BUSINESS

1) ZONING

PUBLIC HEARING – Regarding Resolution No. 10-24-3, Resolution to Amend the Official Zoning Map as it Relates to Approximately 31 Acres Located at 5157 Murfreesboro Road (Map 113, Parcels 05706, 05709 and 05712)

Resolution No. 10-24-3, Resolution to Amend the Official Zoning Map as it Relates to Approximately 31 Acres Located at 5157 Murfreesboro Road (Map 113, Parcels 05706, 05709 and 05712) – Commissioner Clifford

PUBLIC HEARING – Regarding Resolution No. 10-24-4, Resolution to Amend Article 3 of the Zoning Ordinance Regarding Deferral and Withdrawal of Applications

Resolution No. 10-24-4, Resolution to Amend Article 3 of the Zoning Ordinance Regarding Deferral and Withdrawal of Applications – Commissioner Clifford

PUBLIC HEARING – Regarding Resolution No. 10-24-5, Resolution to Amend Article 16 of the zoning Ordinance Regarding Performance Agreements and Maintenance Obligations

Resolution No. 10-24-5, Resolution to Amend Article 16 of the zoning Ordinance Regarding Performance Agreements and Maintenance Obligations – Commissioner Clifford

PUBLIC HEARING – Regarding Resolution No. 10-24-6, Resolution to Amend Articles 3 and 20 of the Zoning Ordinance regarding Approval of a Nontraditional Wastewater Treatment and Disposal System Site Plan in Conjunction with Special Use Review

Resolution No. 10-24-6, Resolution to Amend Articles 3 and 20 of the Zoning Ordinance regarding Approval of a Nontraditional Wastewater Treatment and Disposal System Site Plan in Conjunction with Special Use Review – Commissioner Clifford

PUBLIC HEARING – Regarding Resolution No. 10-24-7, Resolution to Amend Article 6 of the Zoning Ordinance Regarding Minor Site Plans

Resolution No. 10-24-7, Resolution to Amend Article 6 of the Zoning Ordinance Regarding Minor Site Plans – Commissioner Clifford

Zoning, continued

PUBLIC HEARING – Regarding Resolution No. 10-24-8, Resolution to Amend Article 19 of the Williamson County Zoning Ordinance Regarding Flood Hazard Regulations

Resolution No. 10-24-8, Resolution to Amend Article 19 of the Williamson County Zoning Ordinance Regarding Flood Hazard Regulations – Commissioner Clifford

2) APPROPRIATIONS

Resolution No. 10-24-10, Resolution of the Governing Body of Williamson County, Tennessee, Authorizing the Issuance, Sale and Payment of Interest-Bearing 2024-25 General Purpose School Fund Tax Anticipation Notes Not to Exceed Thirteen Million (\$13,000,000) Dollars – Commissioner Herbert

Resolution No. 10-24-12, Resolution Appropriating and Amending the 2024-25 Library Budget by \$5,000 – Revenues to Come from Donations and Memorials – Commissioner Webb

Resolution No. 10-24-13, Resolution Authorizing the Williamson County Mayor to Enter Into a Grant Contract with the State of Tennessee, Department of Environment and Conservation and Appropriating and Amending the 2024-25 Community Development Budget by \$19,602 – Revenues to Come From Grant Funds – Commissioner Herbert

Resolution No. 10-24-14, Resolution Appropriating and Amending the 2024-25 Parks and Capital Improvement Program by \$40,325 – Revenues to Come From Donations and Recreation Privilege Tax Funds – Commissioner Smith

Resolution No. 10-24-15, Resolution Appropriating and Amending the 2024-25 Parks and Recreation Budget by \$44,500 – Revenues to Come From Recreation Privilege Tax Funds – Commissioner Herbert

Resolution No. 10-24-16, Resolution Authorizing the Williamson County Mayor to Enter Into a Grant Contract with the State of Tennessee, Administrative Office of the Courts on Behalf of Juvenile Services and amending the 2024-25 Juvenile Services Budget by \$2,000 – Revenues to Come From State Grant Funds – Commissioner Mason

Resolution No. 10-24-17, Resolution Authorizing the Williamson County Mayor to Enter Into a Grant Contract with the State of Tennessee, Department of Safety and Homeland Security and Appropriating and Amending the 2024-25 Sheriff's Office Budget by \$40,000 – Revenues to Come From Grant Funds – Commissioner Mason

Resolution No. 10-24-18, Resolution Authorizing the Williamson County Mayor to Enter Into a Grant Contract with the State of Tennessee, Department of Safety and Homeland Security and Appropriating and Amending the 2024-25 Sheriff's Office Budget by \$4,425,000 – Revenues to Come From Grant Funds – Commissioner Herbert

Resolution No. 10-24-19, Resolution Appropriating and Amending the 2024-25 County Clerk's Budget by \$50,000 for Equipment Purchases – Revenues to Come From Filing Fees – Commissioner Herbert

LATE FILED Resolution No. 10-24-30, Resolution Authorizing the Williamson County Mayor to Enter Into a Grant Contract with the State of Tennessee Opioid Abatement Council on Behalf of the DUI Recovery Court and Appropriating and Amending the 2024-25 DUI Recovery Court Budget by \$146,443 – Revenues to Come From State Grant Funds – Commissioner Herbert

3) OTHER

Resolution No. 10-24-11, Resolution Authorizing the Williamson County Mayor to Execute a 2024-25 Grant Agreement with the State of Tennessee, Department of Health for the Provision of Dental Services at the Williamson County Health Department in an amount Not to Exceed \$175,800 – Commissioner Herbert

Resolution No. 10-24-20, Resolution Accepting the Donation of Extrication Equipment on Behalf of Williamson County Fire Rescue – Commissioner Mason

Resolution No. 10-24-21, Resolution to Repeal the 2021 International Energy Code and Adopt the 2018 International Energy Conservation Code with the 2009 Tables in Accordance with Rule 0780-02-23-.02 – Commissioner Clifford

Resolution No. 10-24-22, Resolution Authorizing the Williamson County Mayor to Execute a License Agreement with the City of Franklin for Regularly Scheduled Government Meetings – Commissioner Hester

Other, continued

Resolution No. 10-24-23, Resolution Amending the Rules, Regulations and Procedures of the Williamson County Board of Commissioners Concerning a Majority Vote – Commissioner Herbert

Resolution No. 10-24-24, Resolution Amending the Rules, Regulations and Procedures of the Williamson County Board of Commissioners Concerning the Timing of Overriding a Veto – Commissioner Herbert

Resolution No. 10-24-25, Resolution Amending the Rules, Regulations and Procedures of the Williamson County Board of Commissioners Concerning the Regularly Scheduled Time of the Board of Commissioners' Meetings – Commissioner Mason

Resolution No. 10-24-26, Resolution Amending the Rules, Regulations and Procedures of the Williamson County Board of Commissioners Concerning the Location of the Board of Commissioners' Meetings – Commissioner Herbert

Resolution No. 10-24-28, Resolution of the Governing Body of Williamson County, Tennessee, approving the Williamson County Sheriff's Office Proposal to Install and Operate Law Enforcement Automated License Plat Recognition Cameras on State highway Right-of-Way – Commissioner Mason

Resolution No. 10-14-29, Resolution Authorizing the Williamson County Mayor to Execute an Intergovernmental Agreement with the Metropolitan Government of Nashville and Davidson County – Commissioner Mason

XII. ADJOURNMENT

Anyone requesting accommodation due to disabilities should contact Williamson County Risk Management at (615) 790-5466. This request, if possible, should be made three (3) working days prior to the meeting.

Williamson Medical Center & Subsidiaries
Financial Statement Highlights
Month Ended August 31, 2024

Actuals	Month		Year to Date	
	Current	Budget	Current	Budget
Net Revenue	\$30,601,301	\$30,094,342	\$60,873,228	\$59,846,632
Total Operating Expenses	30,636,566	30,233,519	61,025,872	60,405,612
Net Non-Operating Rev/Exp	737,836	835,974	1,305,472	1,683,518
Net Income/Loss	\$702,571	\$696,797	\$1,152,828	\$1,124,538

Balance Sheet	Current Month	Prior Month	Increase (decrease)
Operating Account Balance	\$35,561,275	\$39,652,808	(\$4,091,534)
Available to Use Cash	108,343,892	116,595,799	(\$8,251,907)
Collections	28,797,626	28,276,493	\$521,133
Days Cash on Hand -all sources	124	134	(10.2)
Days Cash on Hand -excluding bond funds	90.1	95.2	(5.2)
Debt Coverage	2.08	2.05	0.02

Key Financial Stats/Indicators	Current Month	13 Month Average	Increase (decrease)
Admissions-Adults	704	726	(22)
Admissions-Pediatrics	27	25	2
Patient Days	2,574	2,797	(223)
Equivalent Patient Days	10,487	10,917	(430)
Surgeries	988	940	48
Emergency Room	3,865	3,621	244

WILLIAMSON MEDICAL CENTER & SUBSIDIARIES
STATEMENT OF CASH FLOWS
For the Period Ending August 31, 2024

NET INCOME (LOSS) FROM OPERATIONS	\$	702,571	
PLUS DEPRECIATION (Not a Cash Expense)		1,922,397	
SUB-TOTAL			\$ 2,624,968
CASH PROVIDED BY:			
INCREASE IN PAYROLL TAXES PAYABLE	\$	1,278,423	
INCREASE IN BOND INTEREST PAYABLE		621,434	
INCREASE IN CURRENT PORTION OF FINANCE LEASE LIABILITIES		430,919	
INCREASE IN EMPLOYEE DED PAYABLE		409,113	
LEASE RECEIVABLE LESS CURRENT PORTION		274,610	
FINANCE LEASE LIABILITIES LESS CURRENT		206,509	
INCREASE IN ACCRUED EMPLOYEE BENEFITS		194,570	
INCREASE IN SUBSCRIPTION LEASE LIABILITIES, LESS CURRENT PORTION		186,979	
DECREASE IN MISC ASSETS		34,614	
INCREASE IN CURRENT PORTION OF SUBSCRIPTION LEASE LIABILITIES		39,802	
TOTAL SOURCES OF CASH			3,676,975
			6,301,942
CASH USED FOR:			
DECREASE IN ACCRUED WAGES PAYABLE	\$	3,924,851	
DECREASE IN ACCOUNTS PAYABLE		3,787,071	
INCREASE IN FIXED ASSETS		3,396,790	
INCREASE IN FINANCE LEASE RIGHT-TO-USE ASSETS		954,859	
DECREASE IN OTHER CURRENT OBLIGATIONS		867,304	
INCREASE IN ACCOUNTS RECEIVABLE		404,167	
INCREASE IN SUBSCRIPTION RIGHT-TO-USE ASSET		316,095	
DECREASE IN DEFERRED INFLOW OF RESOURCES		275,785	
INCREASE IN PREPAID EXPENSES		187,892	
DECREASE IN THIRD PARTY SETTLEMENTS		123,584	
DECREASE IN CURRENT PORTION OF LONG TERM DEBT		90,580	
DECREASE IN BONDS PAYABLE		75,032	
DECREASE IN NOTES PAYABLE		61,251	
INCREASE IN INVENTORIES		59,297	
DECREASE IN OTHER LONG-TERM LIABILITIES		25,183	
CURRENT PORTION OF LEASE RECEIVALBE		4,110	
TOTAL USES OF CASH			14,553,850
INCREASE OR (DECREASE) IN CASH ACCOUNTS			(8,251,907)
BEGINNING TOTAL CASH BALANCE			116,595,799
ENDING TOTAL CASH BALANCE			\$ 108,343,892
OPERATING CASH	\$	35,561,275	
FUNDS RESTRICTED AS TO USE:		72,782,617	
GRAND TOTAL OF ALL CASH ASSETS	\$		108,343,892

WILLIAMSON MEDICAL CENTER & SUBSIDIARIES
BALANCE SHEET
For the Period Ending August 31, 2024

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
CASH				
Funds Mgmt/General Fund	\$ 35,561,275	\$ 39,652,808	\$ (4,091,534)	-10.3%
TOTAL CASH	35,561,275	39,652,808	(4,091,534)	-10.3%
RECEIVABLES				
Patient Receivables	147,645,535	145,676,478	1,969,058	1.4%
Contractual Allowances	(108,484,054)	(106,519,385)	(1,964,669)	1.8%
Other Receivables	1,334,237	934,459	399,777	42.8%
TOTAL RECEIVABLES	40,495,719	40,091,552	404,167	1.0%
INVENTORIES				
General Stores	606,130	615,836	(9,707)	-1.6%
Pharmacy	779,349	779,349	0	0.0%
Surgery	5,285,857	5,216,854	69,004	1.3%
TOTAL INVENTORIES	6,671,336	6,612,039	59,297	0.9%
Prepaid Expenses	4,524,733	4,336,841	187,892	4.3%
Current portion of lease receivable	3,222,320	3,218,210	4,110	0.1%
TOTAL CURRENT ASSETS	90,475,382	93,911,450	(3,436,068)	-3.7%
PROPERTY, PLANT & EQUIP				
Land and Land Imp.	16,706,889	16,691,095	15,794	0.1%
Building & Building Serv	399,900,382	396,520,603	3,379,779	0.9%
Equipment	148,353,482	148,352,265	1,217	0.0%
Less: Accum Depr	(221,342,854)	(219,866,126)	(1,476,729)	0.7%
TOTAL P,P & E	343,617,898	341,697,837	1,920,061	0.6%
OTHER ASSETS				
Funded Depreciation	37,695,175	37,695,175	0	0.0%
2018 Bond Fund	5,401,175	5,378,289	22,886	0.4%
2021B Bond Fund	74,597	4,319,954	(4,245,358)	-98.3%
2022 Bond Fund	0	0	0	0.0%
Bond Payment Fund	13,946,407	13,884,309	62,098	0.4%
Bond Escrow Fund	15,665,263	15,665,263	0	0.0%
Miscellaneous Assets/Investments	73,827,741	73,862,355	(34,614)	0.0%
Capitalized Costs/Bond Issue Costs	664,072	678,508	(14,436)	-2.1%
Lease Receivable, less current portion	11,186,542	11,461,152	(274,610)	-2.4%
Finance Lease Right-to-Use Assets	19,200,766	18,587,230	613,535	3.3%
Subscription Right-to-Use Assets	2,092,120	1,865,933	226,187	12.1%
TOTAL OTHER ASSETS	179,753,857	183,398,169	(3,644,312)	-2.0%
TOTAL ASSETS	\$ 613,847,137	\$ 619,007,456	\$ (5,160,319)	-0.8%

WILLIAMSON MEDICAL CENTER & SUBSIDIARIES
BALANCE SHEET
For the Period Ending August 31, 2024

	CURRENT MONTH	PRIOR MONTH	INCREASE (DECREASE)	PERCENT CHANGE
CURRENT LIABILITIES				
Accounts Payable	\$ 12,158,813	\$ 15,945,884	\$ (3,787,071)	-23.7%
Due from BJIT	-	-	-	0.0%
Accrued Wages Payable	6,963,889	10,888,740	(3,924,851)	-36.0%
Payroll Taxes Payable	1,806,269	527,846	1,278,423	242.2%
Employee Ded Payable	647,263	238,150	409,113	171.8%
Accrued Employee Benefits	7,372,162	7,177,592	194,570	2.7%
Accrued Bond Interest	2,611,605	1,990,171	621,434	31.2%
Current Portion-Bonds Payable	7,261,213	7,263,296	(2,083)	0.0%
Current Portion of Long Term Debt	13,573,054	13,663,634	(90,580)	-0.7%
Estimated Third Party Settlements	704,223	827,807	(123,584)	-14.9%
Current portion of Finance Lease Liabilities	3,639,519	3,208,600	430,919	13.4%
Current portion of Subscription Lease Liabilities	881,798	841,996	39,802	4.7%
Other Current Obligations	5,441,298	6,308,601	(867,304)	-13.7%
TOTAL CURRENT LIAB	63,061,107	68,882,318	(5,821,211)	-8.5%
LONG TERM LIABILITIES				
Hospital Expansion Bonds 2012	\$ -	\$ -	-	0.0%
Hospital Expansion Bonds 2013	15,817,773	15,832,214	(14,442)	-0.1%
Hospital Expansion Bonds 2018	35,167,281	35,180,363	(13,082)	0.0%
Hospital Expansion Bonds 2021	79,185,561	79,218,822	(33,262)	0.0%
Hospital Expansion Bonds 2022	65,903,648	65,915,811	(12,163)	0.0%
INS Bank-Parking Deck	626,888	666,842.94	(39,955)	-6.0%
Deferred Comp Liability	5,466,502	5,466,502	-	0.0%
SERP Liability	8,333	8,333	-	0.0%
Franklin Synergy Bank-Curd Lane Property	1,576,512	1,588,981	(12,468)	-0.8%
1st Horizon Bank-Consolidated	-	-	-	0.0%
Promissory note-National Center for Pelvic Health	35,310	44,138	(8,828)	-20.0%
Other long-term liabilities	2,153,061	2,178,244	(25,183)	-1.2%
Finance Lease Liabilities, less current portion	17,397,570	17,191,061	206,509	1.2%
Subscription Lease Liabilities, less current portion	1,294,781	1,107,801	186,979	16.9%
Deferred Inflow of resources - lease obligations	13,343,864	13,619,649	(275,785)	-2.0%
TOTAL LONG TERM LIAB	237,977,083	238,018,762	(41,679)	0.0%
FUND BALANCE	312,808,947	312,106,377	702,571	0.2%
TOTAL LIABILITY & FUND BALANCE	\$ 613,847,137	\$ 619,007,456	\$ (5,160,319)	-0.8%

Williamson Medical Center & Subsidiaries
Income Statement
For the Period Ending August 31, 2024
Comparison of Actual to Budget

	<u>Month To Date</u>				<u>Year To Date</u>			
	Actual	Budget	Variance	Var%	Actual	Budget	Variance	Var%
Net Patient Svc Revenue	\$ 28,771,125	\$ 28,873,657	(102,532)	-0.4%	\$ 58,014,317	\$ 57,403,683	\$ 610,634	1.1%
Other Operating Revenue	\$ 1,830,176	\$ 1,220,685	\$ 609,491	49.9%	\$ 2,858,911	\$ 2,442,949	\$ 415,962	17.0%
Net Operating Revenue	\$ 30,601,301	\$ 30,094,342	506,959	1.7%	\$ 60,873,228	\$ 59,846,632	\$ 1,026,596	1.7%
Operating Expenses:								
Salaries & Benefits	\$ 18,125,069	\$ 17,152,628	\$ 972,441	5.7%	\$ 35,670,609	34,270,839	\$ 1,399,770	4.1%
Medical Prof. Fees	72,615	310,802	(238,187)	-76.6%	403,442	621,605	(218,163)	-35.1%
Supplies	5,562,245	5,653,485	(91,240)	-1.6%	11,241,724	11,307,091	(65,367)	-0.6%
Other Expenses	1,654,479	1,843,652	(189,172)	-10.3%	3,532,604	3,661,052	(128,448)	-3.5%
Purchased Services	1,798,675	1,952,852	(154,177)	-7.9%	3,400,425	3,904,827	(504,402)	-12.9%
Repair/Main Equipment	797,687	727,532	70,155	9.6%	1,515,850	1,455,065	60,786	4.2%
Equipment Leases	55,096	28,539	26,558	93.1%	165,904	57,077	108,826	190.7%
Total Operating Expenses	\$ 28,065,867	\$ 27,669,490	\$ 396,376	1.4%	\$ 55,930,557	\$ 55,277,555	\$ 653,002	1.2%
Net Operating Income	\$ 2,535,435	\$ 2,424,852	\$ 110,583	4.6%	\$ 4,942,671	\$ 4,569,077	\$ 373,593	8.2%
Non-Operating Revenue	\$ 737,836	835,974	\$ (98,138)	-11.7%	\$ 1,305,472	1,683,518	\$ (378,046)	-22.5%
EBITDA	\$ 3,273,271	\$ 3,260,826	\$ 12,445	0.4%	\$ 6,248,143	\$ 6,252,595	\$ (4,452)	-0.1%
EBITDA %	10.4%	10.5%			10.0%	10.2%		
Interest	\$ 648,303	\$ 672,497	\$ (24,194)	-3.6%	\$ 1,293,301	\$ 1,344,994	\$ (51,693)	-3.8%
Depreciation & Amort.	1,922,397	1,891,532	30,865	1.6%	3,802,014	3,783,063	18,951	0.5%
Net Income/(Loss)	\$ 702,571	\$ 696,797	\$ 5,774	0.8%	\$ 1,152,828	\$ 1,124,538	\$ 28,289	2.5%
Net Income %	2.24%	2.25%			1.85%	1.83%		

**Williamson County
Budget Report
8/30/2024**

							8.33%
Revenue	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Remaining Budget	% Y T D
County General Fund	145,457,362	298,800	145,756,162	7,012,771	5,493,862	138,743,391	4.81%
Solid Waste Sanitation Fund	10,225,393	-	10,225,393	582,074	589,620	9,643,319	5.69%
Drug Control Fund	53,000	-	53,000	4,108	4,108	48,892	7.75%
Highway/Public Works Fund	15,765,000	-	15,765,000	1,924,984	1,924,954	13,840,016	12.21%
General Debt Service Fund	61,875,544	-	61,875,544	3,916,794	93,274	57,958,750	6.33%
Rural Debt Service Fund	30,419,295	-	30,419,295	5,550,746	361,494	24,868,549	18.25%
General Purpose School Fund	493,509,547	15,338,815	508,848,362	28,106,020	27,942,656	480,742,342	5.52%
Cafeteria Fund	18,979,718	-	18,979,718	1,814,631	1,802,559	17,165,087	9.56%
Extended School Program Fund	6,140,000	-	6,140,000	1,195,838	519,500	4,944,162	19.48%
	782,424,859	15,637,615	798,062,474	50,107,968	38,732,027	- 747,954,506	

Appropriations	Original Budget	Budget Amendments	Total	Actual Year To Date	Current Month	Encumbrances	Remaining Budget	% Y T D
County General Fund	158,448,843	8,528,682	166,977,525	29,501,176	11,246,341	6,569,543	130,906,806	21.60%
Solid Waste Sanitation Fund	10,224,568	460,000	10,684,568	1,523,098	732,047	2,240,497	6,920,974	35.22%
Drug Control Fund	196,250	-	196,250	2,431	2,255	27,889	165,930	15.45%
Highway/Public Works Fund	15,551,876	2,700,000	18,251,876	2,814,712	1,489,224	2,040,905	13,396,259	26.60%
General Debt Service Fund	61,851,869	-	61,851,869	38,071	21,598	-	61,813,798	0.06%
Rural Debt Service Fund	31,638,345	-	31,638,345	9,659	4,221	-	31,628,686	0.03%
General Purpose School Fund	548,617,028	15,524,114	564,141,142	35,579,142	26,405,551	15,783,489	512,778,511	9.10%
Cafeteria Fund	19,668,669	994,729	20,663,398	1,803,022	1,572,032	7,930,586	10,929,790	47.11%
Extended School Program Fund	7,010,239	-	7,010,239	1,358,849	708,617	48,127	5,603,263	20.07%
	853,207,687	28,207,525	881,415,212	72,630,161	42,181,887	34,641,036	774,144,015	

Williamson County
Privilege Tax Report

Month of AUGUST 2024

	Adequate School Facilities	Schools	Recreation	Fire	Highway
Previous Balance	6,281,478.27	6,684,745.27	191,629.49	450,727.28	134,433.57
Brentwood	62,013.60	57,052.51	4,961.08		
Franklin	136,650.69	125,718.64	10,932.05		
Fairview	54,692.55	50,317.15	4,375.41		
Spring Hill	130,539.42	120,096.27	10,443.15		
Thompson's Station	15,864.75	14,595.57	1,269.18		
Nolensville	36,111.24	33,222.34	2,888.91		
Unincorporated Williamson County	149,884.01	104,918.81	11,990.72	29,976.80	2,997.68
Interest	26,247.80	28,688.97	3,855.04	5,838.04	1,224.60
Commercial					
Monthly Total	612,004.06	534,610.26	50,715.54	35,814.84	4,222.28
Cumulative Total	6,893,482.33	7,219,355.53	242,345.03	486,542.12	138,655.85
FSSD Monthly Appropriations					
Appropriations	4,500,000.00	4,500,000.00			
Cumulative Appropriations	105,534,646.11	157,259,127.87	15,637,622.52	5,048,098.97	7,523,933.59
Net Revenue	2,393,482.33	2,719,355.53	242,345.03	486,542.12	138,655.85

Appropriations:

Resolution 7-24-9 Rural Debt Service-Schools	4,500,000.00
Resolution 7-24-9 Rural Debt Service-Adequate Schools	700,000.00
Resolution 7-24-9 General Debt Service-Adequate Schools	3,800,000.00

Williamson County
Education Impact Fee

	COLLECTION DURING FYE 6/30/17	COLLECTION DURING FYE 6/30/18	COLLECTION DURING FYE 6/30/19	COLLECTION DURING FYE 6/30/20	COLLECTION DURING FYE 6/30/21	COLLECTION DURING FYE 6/30/22	COLLECTION DURING FYE 6/30/23	COLLECTION DURING FYE 6/30/24	JULY 2024	AUGUST 2024	SEPTEMBER 2024	OCTOBER 2024	NOVEMBER 2024	DECEMBER 2024	JANUARY 2024	FEBRUARY 2025	MARCH 2025	APRIL 2025	MAY 2025	JUNE 2025	TOTAL COLLECTIONS	
IM100 - WCS																						
FEE	2,154,192.00	11,553,360.00	12,745,981.00	13,421,814.00	39,385,076.50	22,189,650.00	13,776,382.00	17,450,035.00	1,426,911.00	1,618,219.00											135,721,620.50	
PAID UNDER PROTEST	349,738.50	4,957,756.50	5,623,833.00	5,696,470.00	(16,627,798.00)	-	-	-	-	-											-	
INTEREST	10.00	91,466.58	508,762.89	709,023.96	194,397.41	146,643.91	1,941,663.67	3,481,846.62	337,079.74	360,437.27											7,771,332.05	
TR COMMISSION	25,145.08	166,039.97	188,718.89	198,331.96	229,484.03	223,362.98	157,180.46	209,318.83	17,639.01	19,786.56											1,435,007.77	
IM200 - FSSD																						
FEE	0.00	112,098.50	165,062.00	1,097,272.00	816,270.00	441,398.00	654,319.00	403,476.00	9,754.00	19,092.00											3,718,741.50	
PAID UNDER PROTEST	0.00	193,385.00	18,366.00	4,506.00	(216,257.00)	-	-	7,305.00	-	-											7,305.00	
INTEREST	0.00	2,137.13	8,639.74	15,302.53	5,457.92	3,412.23	39,444.80	96,007.54	9,090.38	9,731.35											189,223.62	
TR COMMISSION	0.00	3,062.11	1,987.56	11,111.93	6,088.45	4,448.10	6,937.65	5,067.90	188.44	288.24											39,180.38	
NET COLLECTIONS	2,478,795.42	16,741,101.63	18,879,938.18	20,734,944.60	23,321,574.35	22,553,293.06	16,247,691.36	21,224,283.43	1,765,007.67	1,987,404.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145,934,034.52	

SUMMARY FOR IMPACT FEE COLLECTIONS

Total Collected to Date	145,934,034.52
Total Allocated for Projects	<u>(64,498,538.48)</u>
Total Net Collections	81,435,496.04
Total Paid under Protest	(7,305.00)
Total Available for Allocation	<u>81,428,191.04</u>



9/13/24

Phoebe Reilly
Budget Director, Williamson County, Tennessee
1320 West Main Street, Suite 125
Franklin, TN 37064

Dear Phoebe,

Please find enclosed the Consolidated Profit and Loss Statement for the Cool Springs Conference Center for period end August 31st, 2024.

A summary of the financial and distribution date is as follows:

COOL SPRINGS CONFERENCE CENTER
August, 2024

	CURRENT MONTH			YEAR-TO-DATE		
	ACTUAL	BUDGET	LAST YR	ACTUAL	BUDGET	LAST YR
GROSS REVENUE	780,475	691,455	792,872	1,285,589	1,186,714	1,238,808
HOUSE PROFIT	159,000	142,168	237,735	182,177	166,892	260,604
Less: FIXED EXPENSES	39,450	42,823	38,711	79,039	85,646	83,188
NET INCOME	119,550	99,345	199,024	103,138	81,246	177,416
Less: FF&E RESERVE 5%	39,090	34,573	39,644	64,346	59,336	61,940
NET CASH FLOW	80,460	64,772	159,380	38,792	21,910	115,476

TOTAL CURRENT BALANCE DUE TO OWNERS	80,460
TOTAL DUE TO CITY OF FRANKLIN	40,230
TOTAL DUE TO WILLIAMSON COUNTY	40,230

The financial statements for the Cool Springs Conference Center, subject to routine year-end audit and adjustments, is true and correct in all material respects to the best of my knowledge.

Sincerely,


Brittany Cox
Accounting Manager


Matt Lahiff
General Manager

FRANKLIN MARRIOTT COOL SPRINGS
700 COOL SPRINGS BLVD
FRANKLIN, TENNESSEE 37067 USA
T: 615.261.6100
MARRIOTT.COM/BNACS

Cool Springs Conference Center
 County Profit / -Loss
 By Fiscal Year

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
July	-46,497.94	-52,209.68	-7,691.22	-36,545.82	-28,542.26	-54,282.13	-17,511.50	-32,266.50	-29,761.00	-49,914.00	-63,264.00	-15,269.00	-21,002.00	-20,134.00	-19,158.00	-20,834.00
August	-2,257.02	12,883.64	118,811.60	48,604.64	-18,101.32	16,435.07	-84,060.00	2,719.25	13,164.00	4,452.00	49,885.00	-14,794.00	52,329.00	16,689.00	79,690.00	40,230.00
September	-23,828.22	13,242.14	42,260.92	58,725.66	34,240.22	-45,234.55	-7,482.50	15,575.50	-2,501.00	40,369.00	68,500.00	-27,859.00	31,516.00	72,173.00	47,477.00	0.00
October	50,008.38	53,024.82	55,787.36	24,229.36	30,097.86	30,305.00	73,503.00	27,310.00	76,034.00	143,486.00	96,722.00	-28,058.00	88,432.00	87,654.00	77,488.00	0.00
November	2,607.48	61,641.12	5,322.02	4,962.94	-13,864.78	27,731.00	-1,435.50	-5,898.50	44,350.00	63,790.00	-6,258.00	-32,908.00	-13,698.00	41,869.00	20,515.00	0.00
December	29,329.56	39,646.60	63,430.36	54,577.16	91,933.14	-53,885.50	90,526.50	48,718.00	-43,578.00	9,187.00	18,602.00	-54,120.00	56,917.00	9,261.00	16,172.00	0.00
January	-46,444.80	19,432.86	-34,983.82	-5,031.36	-12,669.10	-67,577.50	-15,958.50	-59,537.00	-32,369.00	16,722.00	35,126.00	-43,914.00	-15,337.00	-43,450.00	-39,437.00	0.00
February	353.00	23,411.50	-12,989.64	13,210.72	21,279.74	136,887.00	52.50	14,645.00	88,228.00	60,530.00	63,595.00	-41,564.00	25,780.00	66,912.00	70,311.00	0.00
March	-18,362.38	18,311.86	68,439.42	22,493.26	-633.34	-32,783.00	-2,379.50	30,608.00	38,448.00	-48,696.00	39,316.00	-39,257.00	51,904.00	41,313.00	-21,036.00	0.00
April	8,033.42	7,534.42	21,600.34	68,046.00	11,630.42	32,093.00	58,337.00	36,074.00	28,028.00	4,908.00	-32,937.00	43,488.00	109,510.00	83,065.00	97,693.00	0.00
May	-24,737.96	4,336.66	28,778.14	-19,740.92	-1,286.56	-4,720.50	972.00	-14,551.50	4,654.00	30,615.00	-43,893.00	-42,575.00	19,250.00	30,371.00	10,262.00	0.00
June	23,554.94	1,394.46	18,276.76	12,929.40	-25,004.56	80,638.00	28,889.00	29,395.50	37,163.00	29,231.00	-13,204.00	163.00	29,256.00	-3,590.00	-31,633.00	0.00
	-48,241.54	202,650.40	367,042.24	246,461.04	89,079.46	65,605.89	123,452.50	92,791.75	221,860.00	304,680.00	212,190.00	-296,667.00	414,857.00	382,133.00	308,344.00	19,396.00

Total profit/-loss since 1998 \$ 4,374,627.11

Undesignated Fund Balance

FY 2024-2025

	Beginning		Ending		Ending
	Fund Balance	Budget	Fund Balance	Budget	Fund Balance
	July 1, 2024	Amend. & Adjust.	July 2024	Amend. & Adjust.	August 2024
General Fund	100,533,922.82	-9,859,327.66	90,674,595.16	284,514.83	90,959,109.99
Solid Waste Sanitation	9,788,306.66	-746,963.13	9,041,343.53	87,710.99	9,129,054.52
Highway/Public Works	12,183,524.11	-3,618,153.91	8,565,370.20	0.00	8,565,370.20
General Debt Service	46,380,881.41	-911,325.00	45,469,556.41	0.00	45,469,556.41
Rural Debt Service	25,062,161.51	-1,219,050.00	23,843,111.51	0.00	23,843,111.51

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Economic Development Council

Name of nominee: Leisa Gill

Address: 1416 Arrowhead Drive, Brentwood, TN 37027

Nominee's e-mail address: leisa.gill@lbmc.com

Voting district in which the nominee resides: District 6

Term of position: Four Years

Salary (if applicable): N/A

Name(s) of person, organization or informal group recommending the nominee: Mayor Rogers Anderson

Brief biographical information:

Leisa Gill, a proud resident of Williamson County for almost 30 years, serves as the Director of Growth for LBMC, a professional services firm headquartered in Brentwood and one of the largest employers in Williamson County.

With her career spanning over 30 years at LBMC and with a foundation of both an undergraduate and graduate degree in business and management, she has been recognized for her role in building LBMC into the top 30 U.S professional services firm it is today. Through her leadership, business acumen, communication and problem solving skills she quickly identifies issues that result in improved performance and positive outcomes for clients and teams. Her days are spent meeting with business leaders across Middle Tennessee to understand their challenges and to help bring solutions and other business connections together for optimal outcomes.

Leisa serves on several boards including the American Red Cross where she is both a board member and serves on the board governance committee; Rotary Club of Nashville, the 3rd largest Rotary in the world; Adventure Science Center – community advisory board, 100+ Women Who Care and Women Investors and is a 2023 graduate of Leadership Nashville.

She is a local, national and international leader having been named a Woman of Influence, Marketer of the Year, International Innovation Leader and Accounting industry Hall of Famer.

Leisa and her husband live in Brentwood and work in Williamson County. They have two adult daughters who both attended Williamson County Public Schools.

County Commission meeting date: October 14, 2024

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Economic Development Council

Name of nominee: Will Powell

Address: 808 West Main Street, Franklin, TN 37064

Nominee's e-mail address: will.powell@firstbankonline.com

Voting district in which the nominee resides: District 11

Term of position: Four Years

Salary (if applicable): N/A

Name(s) of person, organization or informal group recommending the nominee:
Mayor Rogers Anderson

Brief biographical information:

Mr. Powell currently serves as the Williamson County President for FirstBank. Prior to this, he was a Division Executive for Franklin Synergy Bank. Mr. Powell joined Franklin Synergy Bank in December 2011 from Cadence Bank in Franklin. Mr. Powell is a Franklin, Tennessee native and a graduate of Battle Ground Academy and the University of Mississippi in Oxford, Mississippi. Mr. Powell is a graduate of both Leadership Franklin as well as the Stonier Graduate School of Banking at the University of Pennsylvania.

Mr. Powell currently serves on the Board of Leadership Franklin. He previously served on the Boards of Franklin Tomorrow, Next Generation Heritage Foundation, Emerging Leaders United, Youth Leadership Franklin, and Battle Ground Academy Advisory Committee.

County Commission meeting date: October 14, 2024

NOMINEE INFORMATION FOR ELECTIONS AND APPOINTMENTS

Title of position for election (or appointment): Economic Development Board –
Greenbelt Representative

Name of nominee: Charlie Fox, III

Address: 2195 Osburn Rd - Arrington, TN 37014

Nominee's email address: foxc1947@gmail.com

Voting district in which the nominee resides: 5th

Term of position: Four Year Term, Expiring 10/28

Salary (if applicable): n/a

Name(s) of person, organization or informal group recommending the nominee:
Rogers Anderson, Williamson County Mayor

Brief biographical information:

I am a Father, Grandfather and Great Grandfather

6th generation Williamson Countian where my wife and I live on our 90-acre farm in the Arrington community

Attended Franklin Elementary, Franklin Jr High and Franklin High School

BS from MTSU- Received commission as 2nd Lieutenant in US Army through ROTC program upon graduation. Active duty included one year in Vietnam

Civic affiliations- Franklin Noon Rotary present and past include Williamson County- Franklin Chamber of Commerce, United Way of Williamson County, YMCA of Williamson County , The Carter House APTA

I am currently a member of the Williamson County Beer Board

I worked in the banking world for 36 years. I worked for 7 institutions as a result of merger and acquisitions and" wore many hats "during that time. After retiring from Regions Bank I worked with my wife in the healthcare world for 10 years.

County Commission meeting date: October 14, 2024

WILLIAMSON COUNTY GENERAL SESSIONS COURT
Williamson County Judicial Center
135 Fourth Avenue South, Franklin, Tennessee 37064
(615) 790-5455 Fax (615) 790-5837

Denise Andre
Judge, Division I

M.T. Taylor, Jr.
Judge, Division II

August 23, 2024

Honorable Chairman Brian Beathard
Williamson County Board of Commissioners
1320 West Main Street
Franklin, Tennessee 37064

Re: Appointment as Judicial Commissioner

Dear Chairman Beathard:

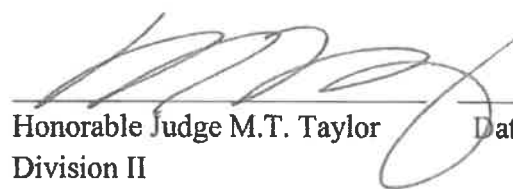
Please accept this correspondence as our recommendation for a one-year appointment for Jeremy Joerger to the position of Judicial Commissioner. Mr. Joerger has been serving as a temporary judicial commissioner by appointment of the General Sessions Judges pursuant to the provisions of Tennessee Code Annotated, Section 40-1-111, and based on his qualification and his performance during that temporary appointment, both General Sessions Judges recommend him for a full-time appointment for a one-year term, commencing September 10, 2024 and ending September 9, 2025.

Please feel free to contact either of us should you have any questions.

Sincerely,

Williamson County General Sessions Judges

 8-22-24
Honorable Judge Denise Andre Date
Division I

 8-22-24
Honorable Judge M.T. Taylor Date
Division II

JAKOB L. SCHWENDIMANN
WILLIAMSON COUNTY CLERK AND MASTER
135 FOURTH AVENUE SOUTH, ROOM 236
FRANKLIN, TN 37064

WWW.WILLIAMSONCHANCERY.ORG

615-790-5428
615-790-5626 FAX

September 12, 2024

RECEIVED

SEP 16 2024

WILLIAMSON CO. MAYOR'S OFFICE

TO: ROGERS ANDERSON, WILLIAMSON COUNTY MAYOR
AND BOARD OF COMMISSIONERS

FROM: JAKOB L. SCHWENDIMANN, CLERK AND MASTER

RE: TAXES PAID UNDER PROTEST

Pursuant to T.C.A. §67-1-912, notice is given that the following taxes were paid under protest.

Taxpayer: FRANKLIN GASTROENTEROLOGY
Property ID: MAP 061, PARCEL 001.00 P008
Amount: 2022-100 - \$ 470.00 BASE

CC: Karen Paris, Trustee
Wes Weigel, Attorney

RECEIPT

Clerk & Master, Jakob L. Schwendimann
Williamson County Chancery Court
135 4th Ave South
Franklin, TN 37064
(615)790-5428

No: 201678
Receipt Date: 09/12/2024
System Date: 09/12/2024

Received Of: McKellar Law Group, PLLC Total Amount Paid: \$855.29
Payment Method/No: Business Check 807 \$855.29
Amount Tendered: \$855.29
Amount Returned: \$0.00

Parcel: 08-061 - -061 -001.00-P-008 Owner: Franklin Gastroenterology/
Taxing Agency: City Of Franklin DLT Tax Tax Year: 2022
City of Franklin Base Tax Amount Paid: \$84.00 Balance Owed: \$0.00
City of Franklin DT Atty Fee Amount Paid: \$8.40 Balance Owed: \$0.00
City of Franklin Interest & Per Amount Paid: \$23.94 Balance Owed: \$0.00
Clerk DP Amount Paid: \$4.00 Balance Owed: \$0.00
Clerk Fee Amount Paid: \$40.00 Balance Owed: \$0.00
Taxing Agency: Williamson County DLT Ta Tax Year: 2022
Clerk DP Amount Paid: \$4.00 Balance Owed: \$0.00
Clerk Fee Amount Paid: \$40.00 Balance Owed: \$0.00
County DT Attorney Fee Amount Paid: \$47.00 Balance Owed: \$0.00
County DT Base Tax Amount Paid: \$470.00 Balance Owed: \$0.00
County DT Interest/Penalty Amount Paid: \$133.95 Balance Owed: \$0.00

Reprinted on 09/12/2024 by shirley
Page 1 of 1

Jakob L. Schwendimann
By: _____
Shirley Russell, shirley



JASON E. MUMPOWER
Comptroller

September 19, 2024

Honorable Rogers Anderson, Mayor
and Honorable Board of Commissioners
Williamson County
1320 W. Main Suite 125
Franklin, TN 37064

Dear Mayor Anderson and Board of Commissioners:

This letter acknowledges receipt of a certified copy of the fiscal year 2025 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be sent to our office for formal acknowledgement after they are approved by the local governing body (submit to: LGF@cot.tn.gov).

This letter constitutes approval, by this office, for the County's fiscal year 2025 budget as adopted by the County Commission.

Fiscal Trends and Metrics Infographics

Taking the fiscal health of Tennessee's local governments seriously, the Comptroller's Office has created internal metrics and trends to help evaluate and monitor the financial position of counties and metropolitan governments in Tennessee. We sent a dashboard of the metrics and trends to local and state officials earlier this year and you can also find this resource on our website at tncot.cc/fisco.

Budget Considerations

During our review of the budget we identified the following items for your attention.

Williamson County
Budget Review Letter
September 19, 2024

If you should have questions or need assistance, please refer to our online resources on our website or feel free to contact your financial analyst, Charlie Lester, at 615.401.7762 or Charlie.Lester@cot.tn.gov.

Sincerely,



Sheila Reed, Director
Division of Local Government Finance



Charlie Lester, Financial Analyst
Division of Local Government Finance

cc: Ms. Phoebe Reilly, Williamson County

SR:cl



WILLIAMSON COUNTY GOVERNMENT

MEMORANDUM

TO: All County Commissioners

FROM: Rogers C. Anderson, Mayor *RCA*
Williamson County

DATE: October 8, 2024

During the May 13, 2024, Board of Commissioners Meeting, **Resolution No. 5-24-3**, requesting an Intent to Fund in the amount of \$12,881,249 for the Williamson County Board of Education 2023-2024 Information Technology Security Needs (attached) passed by recorded vote, 21 yes, 1 no and 1 abstention.

Also at the May, County Commission Meeting, **Resolution No. 5-24-4** requesting an Intent to Fund in the amount of \$11,405,000 for the Williamson County Board of Education 2023-2024 major asphalt, roofs, and HVAC needs (attached) passed by recorded vote 17 yes, 4 no and 2 abstentions.

During the September 9, 2024, Board of Commissioners Meeting, **Resolution No. 9-24-40**, 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 was deferred to the November 12, 2024 Commission Meeting, by a vote of 13 in favor, 11 against.

During the September 9, 2024, Board of Commissioners Meeting, **Resolution No. 9-24-41**, Resolution Authorizing the Issuance, Sale and Payment of not to exceed \$23,320,000 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 was deferred to the November 12, 2024 Commission Meeting, by a vote of 13 in favor, 11 against.

The list of projects contained within the two bond resolutions that were voted for deferral are attached.

It has come to my attention that, based on the majority votes of Resolution Nos. 5-24-3 and 5-24-4, stating an Intent to Fund the projects outlined, the Board of Education issued purchase orders totaling approximately \$12.5 million in an effort to have them completed during the summer and fall months.

Based on the completion of a portion this work, approximately \$2 million of invoices have been paid and an additional \$6 million are projected to be due and payable by the end of December.

Memo to All County Commissioners
October 8, 2024 – Page Two

These funds have been derived from the General Purpose School operating fund. A Tax Anticipation Resolution is included in the October, County Commission packet to provide sufficient funding for payroll purposes until sufficient property tax revenues are collected by the end of the fiscal year.

In an effort to proceed with the needed bond funds for the remainder of the projects, outlined in the May, 2024 Resolutions, it appears advantageous for the deferred resolutions from the September, 2024, to be considered at the October meeting to all the bonds to be issued at a date earlier than can be accomplished by the deferral until the November 12, 2024, Commission Meeting.

In order to accomplish this request, a motion to reconsider Resolution No. 9-24-40 and Resolution No. 9-24-41, would need majority approval on the floor of the October 14, 2024 County Commission Meeting. A County Commissioner from the prevailing 13 votes to defer would need to make the motion and it would need to receive a minimum of 13 votes for approval to reconsider.

Should each of those motions to reconsider be successful, the County Commission would then need to take a new vote on 9-24-40 and 9-24-41 and each of them would need to receive a minimum of 13 votes to proceed with the bond sale.

Based on receiving this information from the School's Chief Financial Officer and the County's Budget Director I am respectfully requesting that members of the County Commission, as set forth above, take the respective affirmative action to facilitate the issuance and sale of the referenced bonds in a more efficient manner.

If you have any questions, feel free to contact me or Budget Director, Phoebe Reilly.

xc: Jason Golden, Superintendent – WCSS
Rachel Farmer, CFO – WCSS
Phoebe Reilly, Budget Director
Jeff Moseley, legal counsel

General Oblig.

Intent to fund RS# 5-24-3

School – General Security	\$519,000
Physical Security	3,572,200
Network Security	1,083,646

Intent to fund RS# 5-24-4

Asphalt/Paving	\$850,000
Roofs	2,108,000
HVAC Replacement	1,395,000

Intent to fund RS# 7-24-7

Maintenance	\$1,292,400
Technology	3,753,646
Total School	\$14,573,892

Intent to fund RS # 7-24-6

County – AOC Wing Renovation	\$800,000	
Sheriff Vehicles (23)	1,679,460	
Ambulances (5)	2,500,000	
Fire Tankers (3)	2,100,000	
Fire Ladder Truck	2,500,000	
Heart Monitors (40)	2,631,967	
Library New Branch	3,000,000	
<u>Bethesda Rec. Complex</u>	<u>10,000,000</u>	
Total County	\$25,211,427	(RS# 9-24-39)

Total General Obligation \$39,785,319 (RS# 9-24-40)

Co. District – Rural

Intent to fund RS# 5-24-3

General Security	\$1,512,000
Physical Security	5,918,600
Network Security	275,803

Intent to fund RS# 5-24-4

Asphalt/Paving	\$1,088,000
Roofs	4,185,000
HVAC Replacement	1,779,000

Intent to fund RS# 7-24-7

Maintenance	\$2,728,300
Technology	4,291,250
General Purpose Capital	1,090,000

Total County District \$22,867,953 (RS# 9-24-41)

RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF \$12,881,249 FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2023-2024 INFORMATION TECHNOLOGY SECURITY NEEDS

WHEREAS, the Williamson County Board of Education has reviewed and revised its 5-year capital outlay plan based on current needs and assessment audit for information technology: and

WHEREAS, there is a need for general security items including paging, intercom and emergency systems (\$2,031,000), a need for physical security items including video cameras, locks, access control panels and monitors for security systems (\$9,490,800) and a need for network security items including access switches, video servers, and wireless access points (\$1,359,449): and

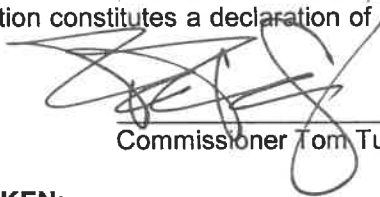
WHEREAS, the Board is requesting approval of not to exceed \$12,881,249 for the following projects; and

	<u>Rural Debt</u>	<u>General Debt</u>
General Security	\$1,512,000	\$519,000
Physical Security	5,918,600	3,572,200
Network Security	275,803	1,083,646
Total	<u>\$12,881,249</u>	

WHEREAS, this resolution's purpose is to obtain the Commissions' approval of the projects so that work can begin and funds for these needs being requested based on actual cash flow needs, not to exceed \$12,881,249;

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on May13, 2024, approve \$12,881,249 as noted in the projects above and take the appropriate actions that are necessary to fund this amount.

BE IT ALSO FURTHER RESOLVED, that the County may fund the above noted project in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg.



Commissioner Tom Tunncliffe

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For <u>10</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Education Committee:	For <u>6</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Budget Committee:	For <u>4</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u>21</u>	Against <u>1</u>	Pass <u>1</u>	Out <u> </u>



Jeff Whidby, County Clerk



Brian Beathard, Commission Chairman



Rogers C. Anderson, County Mayor

5-17-2024
Date

**RESOLUTION REQUESTING AN INTENT TO FUND IN THE AMOUNT OF \$11,405,000
FOR THE WILLIAMSON COUNTY BOARD OF EDUCATION 2023-2024
MAJOR ASPHALT, ROOFS, AND HVAC NEEDS**

WHEREAS, the Williamson County Board of Education has reviewed and revised its 5-year capital outlay plan based on current needs and assessment audit for pavement projects (\$1,938,000), roof replacements (\$6,293,000), and HVAC replacements (\$3,174,000); and

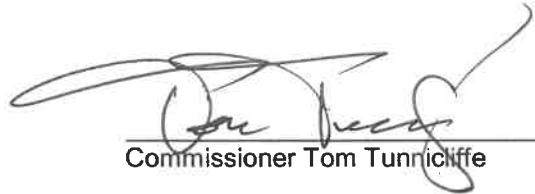
WHEREAS, the Board is requesting approval of not to exceed **\$11,405,000** for the following projects; and

	<u>Rural Debt</u>	<u>General Debt</u>
ASPHALT/PAVING	\$1,088,000	\$850,000
ROOFS	4,185,000	2,108,000
HVAC REPLACEMENT	1,779,000	1,395,000
Total	\$11,405,000	

WHEREAS, this resolution's purpose is to obtain the Commissions' approval of the projects so that work can begin and funds for these needs being requested based on actual cash flow needs, not to exceed **\$11,405,000**;

NOW, THEREFORE BE IT SO RESOLVED, that the Williamson County Board of County Commissioners' meeting in regular session on May 13, 2024, approve **\$11,405,000** as noted in the projects above and take the appropriate actions that are necessary to fund this amount.

BE IT ALSO FURTHER RESOLVED, that the County may fund the above noted project in anticipation of the issuance of tax exempt bonds, with the expectation that the County will reimburse itself for any funding with the proceeds of the tax-exempt bond issues; and that this resolution shall be placed in the minutes of the Williamson County Board of County Commissioners and made available for inspection by the general public at the office thereof; and that this resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.


Commissioner Tom Tunnicliffe

COMMITTEES REFERRED TO & ACTION TAKEN:

School Board:	For <u>10</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Education Committee:	For <u>4</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Budget Committee:	For <u>3</u>	Against <u>1</u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u>17</u>	Against <u>4</u>	Pass <u>2</u>	Out <u> </u>


Jeff Whidby, County Clerk


Brian Beathard, Commission Chairman


Rogers C. Anderson, County Mayor

5-17-2024
Date

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 4 Against 1

COMMISSION ACTION TAKEN: For 13*Against 11 *Defer until November 12, 2024 meeting

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:

Budget Committee For 4 Against 1
For _____ Against _____

COMMISSION ACTION TAKEN: For 13*Against 11 *Defer until November 12, 2024 meeting

Jeff Whidby, County Clerk

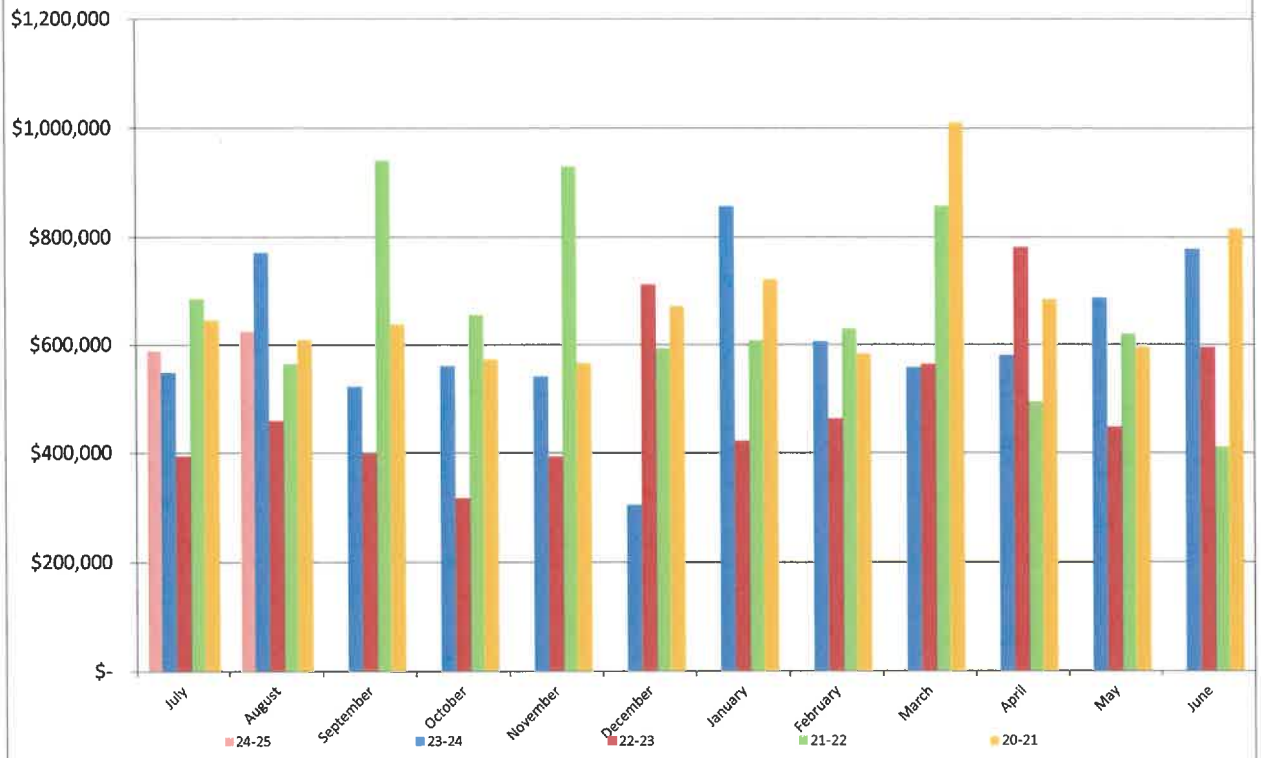
Commission Chairman

Rogers Anderson, County Mayor

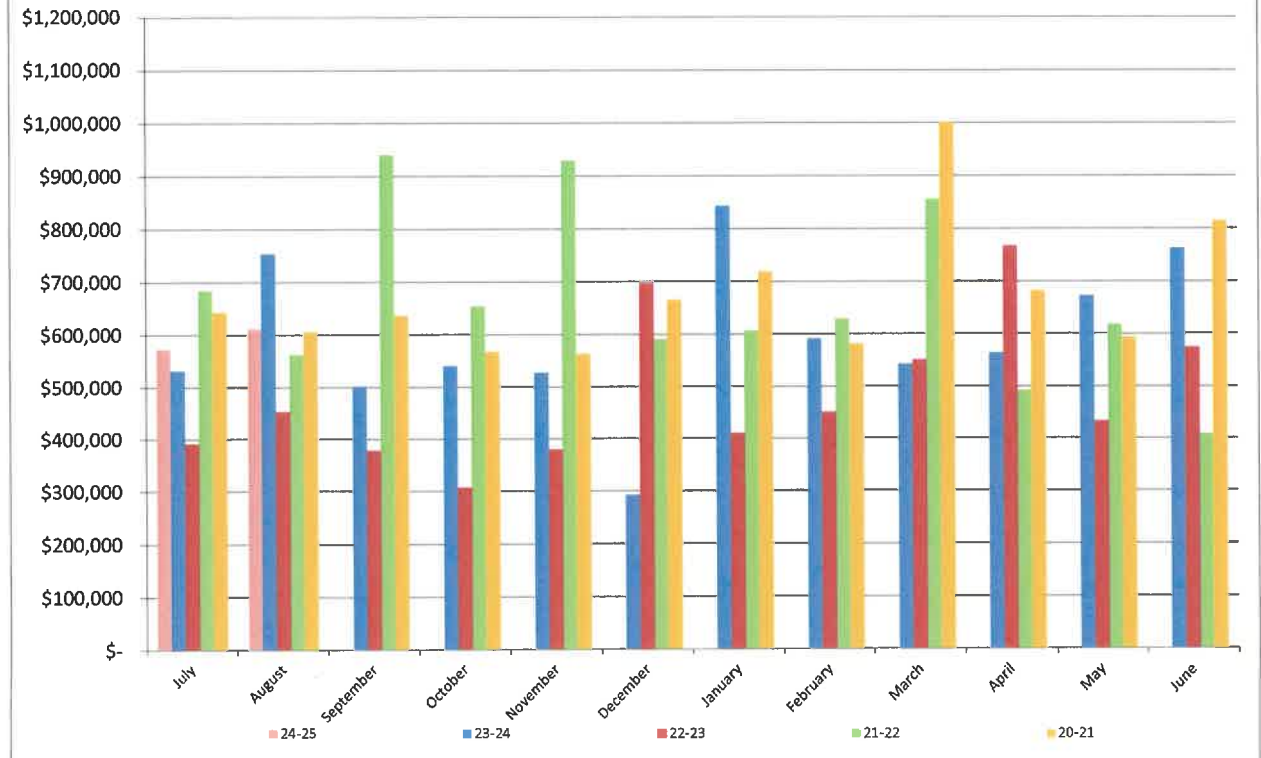
Date

(County District Bonds \$23.2m)

WC Schools, Recreation, Highway and Fire Privilege Tax History



WC Adequate Schools Facilities Tax



CONSENT AGENDA
Williamson County Board of Commissioners
October 14, 2024 - 7:00 p.m.

NOTARIES

SECOND READINGS:

FUNDS IN-LIEU-OF AND ESCROW:

ACCEPTING ROADS:

OTHER:

Resolution No. 10-24 – 9, Resolution to Reduce the Speed Limit along Peytonsville -Arno Road in Williamson County – Commissioners Herbert and Hester

Resolution No. 10-24 – 27, Resolution Authorizing the Williamson County Mayor to Grant an Easement to Nolensville/College Grove Utility District – Commissioner Hester

NEW

ADCOCK, LUCAS COLE
ADKINS, ELIZABETH ANNE
ANDERSON, JEFFREY DEAN
ARMSTRONG, KENDRA HAZLETT
AROUTIOUNIAN, NICOLE
ASHBY, PHYLLIS G.
BADGETT, DANIELLE KRISTINE
BAKER, PATRICIA DIANN
BENNETT, KELLY DAWN
BORISYUK, VALENTIN PETROVICH
BROWN, ALEXIS H.
BUFORD, DEBORAH P.
CAMPBELL, CHRISTIAN ELIJAH
CAMPBELL, LILIAN GRACE
CONLEY, MALLORI SHAE
CORNWELL, JASON DAVID
CORNWELL, KIMBERLY SCOTT
COX, ANDREW KEITH
CULVER, BONITA W.
DAIGLE, CHRISTOPHER JAMES, II
DETTORE, ELLEN LOUISE
ELLIOTT, ASHLEY DANIELLE
ELLIS, BRITTANY D.
ELSBERRY, JENNA KATHRYN
FLAUTT, MEREDITH E., JR.
FOX, CYNTHIA KAY
FRACHISEUR, SILGA JESSICA
FULCHER, LILLIAN FLEMING
HALLUM, CHARLES JACKSON
HOLLINGSWORTH, TAMMY MARIE
JAGER, JANA R.
JOHNSON, KAYLIE RYAN
JONES, BRANDY THERESA
JONES, HANNAH READ
JONES, KIM A.
KILLEN, MICHAEL PAUL
KING, JOHN PAUL
LINVILLE, SKYLAR M.
MacNEILL, JENNY L.
MARTIN, BAILEY LANE
MCDONALD, ZACHARY D.
MEISNER, LORA BETH
MENON, SREERAJ
MICHAUD, WILLIAM R.
MIKASOBE, ANTHONY YATNIEL
MONROE, CHELSEA LYNN
MOORE, CATHLEEN BELL
MOORE, WESLEY TODD
MUSE, KIM
NAROZ, SUSAN
NESS, CARLI MARIE
OBERMEYER, SETH MICHAEL
PEOPLES, TOYA RENEA
PERAZA, CYNTHIA YADIRA
PEREZ, BRIAN CHARLES
PORTER, KENDYLL C.
RICE, JACOB DANIEL
ROACH, TIFFANY
ROGERS, KENDALL ANNE
SANDERS, ANDREA ELLIS
SCHERR, TANYA MARIE
SHEPHERD, JOAB TOBIAS
SMITH, ANNA M.
STAPP, MICHAEL OWENS
TATUM, ELIZABETH GREER
TAYLOR, DONNA R.
WILKES, CORTNEY
WINTERS, LaKISHA LaSHAE
WORDSWORTH, MEGAN BROOKE
WRIGHT, DOUGLAS ALLEN

RENEWALS

ALLEN, JOANNE
BARNES, MARY A.
BAUMGARTNER, LINDSEY E.
BOBO, CONNIE S.
BOLDEN, APRIL N.
BOOHER, KELLY
BOYD, KRISTINA
BUFORD, DEJUAN L.
BUTTREY, SHELBY
BYRAM, TABITHA
CAPPELLINO, JAMES A.
CERVANTES, STEVEN MARK
CHUNN, JAN F.
COLLAZO, EDWIN, JR.
CURDO, CAROLYN
DAUGHRITY, EMILY
DAVIS, W. WILLIAM

RENEWALS

DeFRANCISCO, RONALD X., III
DeFRANCISCO, RONALD X., Jr.
DISMUKES, AMY
DUKE, WENDY R.
DURAKIEWICZ, MICAL
EDWARDS, DOUGLAS D.
EUBANK, ALLEN D.
FRENKEL, JESSICA
GREER, ALYSSA L.
HARB, KENNETH V.
HEIDEPRIEM, KIM
HENRY, DARYL
HIGGINS, SUSAN L.
HIGHTOWER, ZACH
HUBBARD, A. SCOTT
IASNIK, JULIAN
IZZI, AMANDA
JARRETT STEVEN K.
JENSEN, ANDREW G.
JOHNSON ALEXIS
JOHNSON, ANGELA RAE
JOHNSON, NEIL A.
KELLEY, IAN
LAIRD, KRISTA
LILLIE, CHERYL MEEK
LOFLIN, CYNTHIA H.
LOVE, AMY D.
MACHADO, NANCY
MALATAK, JULIA
MALUGIN, TONY
MASON, MARY
MASON, MATT
MASOUD, MAHDI A.
MAXEY, LARHONDA H.
McBURNEY, MELANIE
McCLELLAN, KATHLEEN HALE
McCULLOUGH, JOHN S.
McGINNITY, NANCY DONNELLY
MICHEL, HEIDI C.
MOBLEY, CORRINNE B.
NOEL, LUCAS
NORMAN, CHERYL
OECHSLIN, REBECCA M.
OGORODNIK, JESSICA
ORSINO, TIFFANY LEE
OSTEEN, JoANNA M.
PACKARD, PHYLLIS
PATTERSON, LAURA B.
PATTERSON, LORI
PAUTIENUS, ROBERT M., III
PEAKE, CHRIS L.
PEDRICK, AMANDA
PENNING, KELLY L.
PERRY, TERRELL
PERRYMAN, CHELSEA
PETERS, ALISA CHILDERS
POLK, LORI A.
POWERS, NATHAN L.
QUILLEN, ANN T.
RASSEL, A. TRICE
RICHARDSON, DAVID L.
RIDENS, ANNE W.
RILES, KAREN
ROBBINS, LISA C.
ROBERTS, DIANE
RYAN, JOHN DAVID
SAMONS, KELLY
SAVAGE, DONNA L.
SAVAGE, JUDY D.
SEVERS, MISTY L.
SHEATH, MAI
SMITH, DANA DEDMON
SMITH, HALEY
SMITH, JENNIFER
STRENCIWILK, MAE
TURNAGE, CYNTHIA J.
WAGNER, KATHLEEN A.
WALLACE, GUY
WELCH, JACKSON M., JR.
WHITTAKER, JENNIFER L.
WILLIAMS, AMANDA S.
WILSON, BARBARA H.
WILSON, KRISTA L.
WOOD, BRITTANY
WOODARD, JAMES L.
YADON, RICHARD F., JR.
YEARY, RONALD LEE
YOUNG, DAVID A.
ZIPPER, KATIE M.

A RESOLUTION TO REDUCE THE SPEED LIMIT ALONG PEYTONSVILLE - ARNO ROAD IN WILLIAMSON COUNTY

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

WHEREAS, increased development in the area has resulted in increased traffic supporting the need to reduce the speed limit from 50 miles per hour to 45 miles per hour for the entire length of Peytonsville-Arno Road; and

WHEREAS, this request for speed limit reduction was initiated and supported by residents along Peytonsville-Arno Road and District Two County Commissioners, Commissioner Hester and Commissioner Herbert; and

WHEREAS, the Board of Commissioners finds that it is appropriate and in the best interest of the citizens of Williamson County to reduce the speed limit along Peytonsville-Arno Road from 50 miles per hour to 45 miles per hour:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session on this 14th day of October, 2024, pursuant to the authority granted by *Tennessee Code Annotated*, Section 55-8-153(d), by majority vote reduces the speed limit for the entire length of Peytonsville-Arno Road, from 50 miles per hour to 45 miles per hour;

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



Judy Herbert, Commissioner



Betsy Hester, Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Highway Commission 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. 10-24-27
Requested by: Property Management

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO GRANT AN
EASEMENT TO NOLENSVILLE/COLLEGE GROVE UTILITY DISTRICT**

WHEREAS, Williamson County, Tennessee (“County”) is a governmental entity that owns real property located and found at Map 158f, Group B, Parcel 002.00 (“Property”); and

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

WHEREAS, Nolensville/College Grove Utility District (“NCGUD”) needs a utility easement on the Property to install equipment for the provision of services to the area; 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 NCGUD:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October 2024, authorizes the Williamson County Mayor to grant a utility easement to Nolensville/Collee Grove Utility District on property owned by County located at Map 158f, Group B, Parcel 002.00 as further described on the attached documentation;

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



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, Williamson County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

EXHIBIT "A"

Map 158F, Group B, Parcel 00200

Being a portion of a certain parcel of land in Williamson County, Tennessee, conveyed to **Williamson County**, in Record Book ____, Page ____, and being more particularly described as follows:

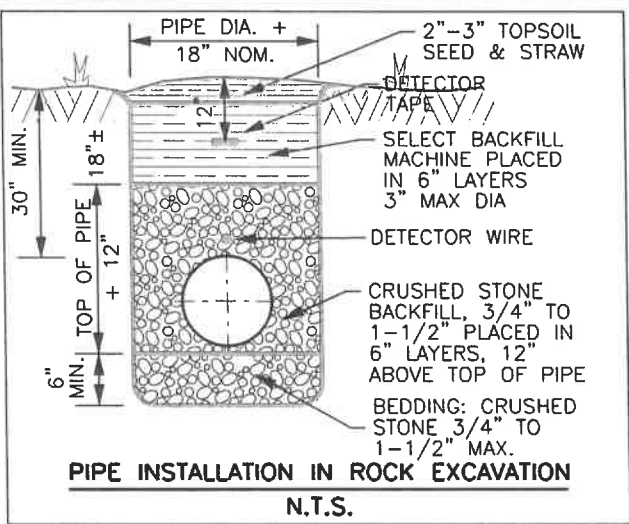
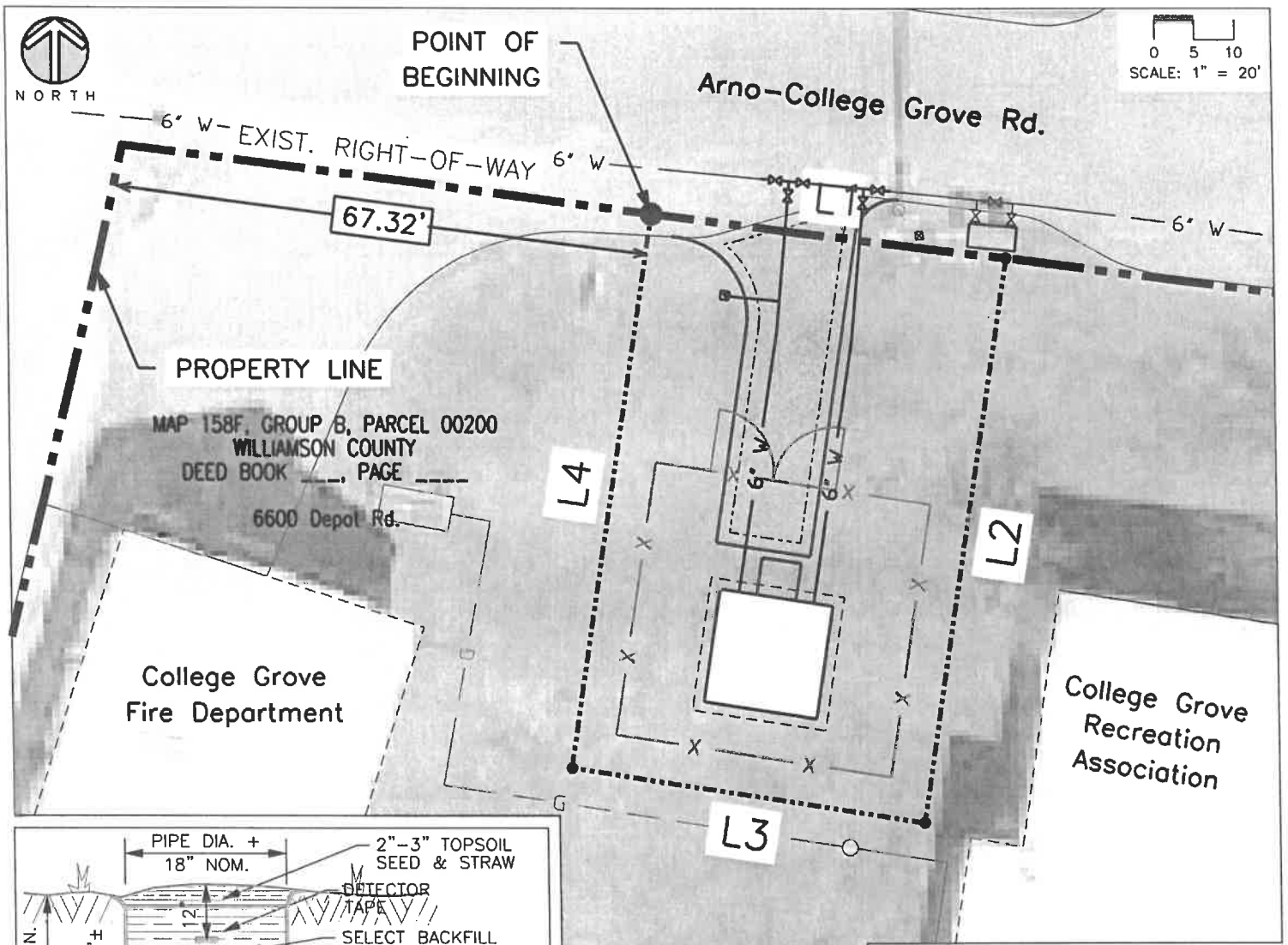
Permanent Easement

Beginning in the existing right-of-way line at the southeasterly intersection of Arno-College Grove Road and Depot Street, being South 82° 50' 06" West a distance of 67.32 feet from the existing northwesterly boundary of Parcel 00200; thence with said existing right-of-way line of Arno-College Grove Road, South 82° 50' 06" West a distance of 45.02 feet; thence leaving said existing right-of-way line South 08° 47' 00" West a distance of 72.27 feet; thence leaving said proposed easement line North 81° 13' 00" West a distance of 45.00 feet; thence leaving toward the existing right-of-way line North 08° 47' 00" East a distance of 71.00 feet to the existing right-of-way line of Arno-College Grove Road to the **Point of Beginning**, containing 0.0740 acres, more or less.

The above description was prepared by Joel B. Spaulding & Company, Inc. under the direction of J.B. Spaulding, PE and was based on County Property Assessors Records and County GIS and is accompanied by an exhibit prepared by Joel B. Spaulding & Company, Inc. ("Exhibit B").



0 5 10
SCALE: 1" = 20'




Permanent Easement		
Line	Bearing	Length
L1	S 82° 50' 06" E	45.02'
L2	S 08° 47' 00" W	72.27'
L3	N 81° 13' 00" W	45.00'
L4	N 08° 47' 00" E	71.00'
Area =		3,223.46 sf = 0.0740 ac

- Special Conditions:**
1. All disturbed areas shall be returned to original condition.
 2. Existing pump station shall be removed.
 3. Proposed fence to be behind the north edge of the school building.

Easement Notes:

1. This exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.
2. This Exhibit does not warrant title or ownership. Owners and property information are shown in accordance with the County Property Assessors Records and County GIS.



Joel B. Spaulding & Co., Inc.
Consulting Engineers
3322 West End Avenue, Suite 106
Nashville, TN 37203
(615) 255-7766
www.joelbspaulding.com

EXHIBIT "B"
Map Showing
Dedication of Easement
To: Nolensville / College Grove Utility District
From: Williamson County

Parcel No. 00200
Map 158F
For: Nolensville / College Grove
Utility District
Fire Hall
Pump Station

Formerly

Resolution No. 9-24-1

Requested by: Commissioner Richards

Resolution No. 10-24-1

FILED 9/10/24

ENTERED 8:00 a.m.

JEFF WHIDBY, COUNTY CLERK

FILED 8/26/24

ENTERED 11:47 a.m.

JEFF WHIDBY, COUNTY CLERK

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 5* Against 0 *Defer until October meeting

Commission Action Taken: For 17* Against 5 Out 2 *Defer until October meeting

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Formerly
Resolution No. 9-24-54

FILED 9/10/24
ENTERED 8:00 a.m.
JEFF WHIDBY, COUNTY CLERK JW

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

Requested by: Property Management

Resolution No. 10-24-2

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 15* Against 9 Pass Out *Defer until
October meeting

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



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 NO. 10-24-3

Requested by: Planning Department

**A RESOLUTION TO AMEND THE OFFICIAL ZONING MAP AS IT RELATES TO
APPROXIMATELY 31 ACRES LOCATED AT 5157 MURFREESBORO ROAD
(MAP 113, PARCELS 05706, 05709 AND 05712)**

- WHEREAS,** on May 14, 2012, the Board of County Commissioners adopted the Update to the Zoning Ordinance and Official Zoning Map, and established an effective date of January 1, 2013; and
- WHEREAS,** the 2013 Official Zoning Map was amended in 2020 to add Zoning Districts specific to the Triune area, including the Triune Character Area-1 (TCA-1) Zoning District and the Triune Character Area-4 (TCA-4) Zoning District; and
- WHEREAS,** the parcels located at 5157 Murfreesboro Road (Map 113, Parcels 05706, 05709 and 05712) are currently zoned Triune Character Area-1 (TCA-1), with the current zoning denoted on Attachment 1 hereto; and
- WHEREAS,** the property owners wish to have the properties rezoned to the Triune Character Area-4 (TCA-4) Zoning District, and have submitted their request via Petition to the Community Development Department, with the original on file in the Community Development Department; and
- WHEREAS,** the chief distinction between the existing Zoning District and the proposed Zoning District relates to the density of residential development allowed, which is one (1) dwelling unit per five (5) acres in the TCA-1 District, and is two (2) dwelling units per acre in the TCA-4 District; and
- WHEREAS,** the parcels are located within the Triune Planned Growth Area (PGA) as shown on the recently amended Williamson County Growth Plan, which has been approved by the Growth Plan Coordinating Committee as well as by each of the seven (7) jurisdictions within the County; and
- WHEREAS,** the Map Amendment would create a zoning pattern that is consistent with the other three quadrants of the Triune area, in which TCA-4 zoning serves as a buffer between higher-intensity TCA-2 and TCA-3 zoning and surrounding low-density residential zoning; and
- WHEREAS,** should the Board of County Commissioners approve said Map Amendment, the Official Zoning Map will appear as depicted in Attachment 2; and
- WHEREAS,** Section 4.05 of the Williamson County Zoning Ordinance, a copy of which is attached hereto as Attachment 4, provides guidance by outlining factors that may be considered by the Board of Commissioners in considering a Map Amendment to the Official Zoning Map; and
- WHEREAS,** those factors were considered by the Williamson County Regional Planning Commission in its evaluation of this request; and
- WHEREAS,** this request has also been evaluated by the Regional Planning Commission in relation to the updated Williamson County Growth Plan and found that it is consistent with the Growth Plan; and
- WHEREAS,** on September 12, 2024, the Regional Planning Commission conducted its official Public Hearing on this Map Amendment, after providing due notice; and
- WHEREAS,** based upon its consideration of all the information and its own Public Hearing, the Regional Planning Commission has recommended the adoption of the Map Amendment as presented; and
- WHEREAS,** the Board of County Commissioners finds and determines that the best interests of the citizens of Williamson County and the health, safety and general welfare of the citizens of Williamson County will be served by the adoption of the Map Amendment to the Official Zoning Map as recommended by the Regional Planning Commission and as it appears in Attachment 2; and

WHEREAS, the Board of County Commissioners finds and determines that the Map Amendment is in harmony with the surrounding community and is consistent with the Williamson County Growth Plan, whereby such consistency with the Growth Plan required by State statute, Tennessee Code Annotated, Section 6-58-107(a); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 14TH day of October, 2024, after conducting the public hearing as required by law, hereby adopts the Map Amendment to the Williamson County Official Zoning Map, which is attached hereto as Attachment 3 and incorporated herein, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective and enforced on this the 14th day of October, 2024.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

REQUEST BY JEFFERY A. ROSIAK, GAMBLE DESIGN COLLABORATIVE ON BEHALF OF OWNERS ARRINGTON CREEK LAND TRUST AND JOHN POWELL TO REZONE APPROXIMATELY 31 ACRES LOCATED AT 5157 MURFREESBORO ROAD (PARCELS 113---05706, 05709, AND 05712) FROM TRIUNE CHARACTER AREA-1 (TCA-1) TO TRIUNE CHARACTER AREA-4 (TCA-4) (6-2024-603)

STAFF REPORT

The applicant has requested a Map Amendment in order to rezone three (3) parcels totaling approximately thirty-one (31) acres located at 5157 Murfreesboro Road from their present zoning, which is Triune Character Area-1 (TCA-1), to Triune Character Area-4 (TCA-4). A signed petition making this request has been received from the owners of the parcels.

The chief distinction between the existing Zoning District and the proposed Zoning District relates to the permitted uses, as well as the maximum density of residential development allowed. Within the TCA-1 District, the maximum density is 1 unit per 5 acres, and within the TCA-4 District, the maximum density is 2 units per acre. The TCA-4 district allows for a variety of residential uses, which include both single-family and multi-family dwellings, among others. The subject parcels are proposed to be included as part of a larger overall development encompassing several parcels that will include both residential and nonresidential uses. This larger development will have frontage on Murfreesboro Road, Horton Highway and Malachi Lane. Wastewater will be handled by the recently-approved Triune Sewer Facility.

The parcels are located within newly revised the Triune Planned Growth Area (PGA) as shown on the updated Williamson County Growth Plan. Staff had advised the applicant that the parcels had to be located within Triune's PGA for the County to consider a rezoning request, and the Growth Plan Coordinating Committee voted to include the parcels in the Triune PGA. The Williamson County Board of Commissioners also voted to approve the Triune PGA as part of the Growth Plan along with the other six (6) jurisdictions.

Staff is in support of this Map amendment for the following reasons:

1. The Map Amendment is consistent with the recently amended Williamson County Growth Plan, which has been approved by the Growth Plan Coordinating Committee as well as by each of the seven (7) jurisdictions within the County;
 2. The Map Amendment would create a zoning pattern that is consistent with the other three quadrants of the Triune area, in which TCA-4 zoning serves as a buffer between higher-intensity TCA-2 and TCA-3 zoning and surrounding low-density residential zoning;
-

3. There is a recently-approved Nontraditional Wastewater Treatment and Disposal System that will provide sewer to the parcels subject to the Map Amendment;
4. The parcels subject to the Map Amendment will be part of a larger development, which can become a catalyst for high-quality development in Triune; and
5. The parcels becoming a part of the aforementioned development will improve vehicular circulation by providing a connection between Horton Highway and Murfreesboro Road.

Additionally, Section 4.05 of the Zoning Ordinance provides some guidance in such matters by outlining a number of factors that should be considered when evaluating a request for a Map Amendment. Staff believes that many of these factors may be viewed as supporting this request (See Attachment 1).

Staff recommends approval of the requested Map Amendment, and at their September 12, 2024 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend approval of the Map Amendment.

ATTACHMENT 1

ZONING MAP AMENDMENT STANDARDS

(Staff Comments in Blue Font)

Section 4.05 Zoning Map Amendment Standards:

Amending the Official Zoning Map (Rezoning) is a legislative act solely granted to the County Commission. The Planning Commission and County Commission shall consider the following factors in their actions:

- (A) Whether and the extent to which the proposed amendment is consistent with the Williamson County Comprehensive Land Use Plan and any other applicable County-adopted plans.**

The Map Amendment is consistent with the recently approved Williamson County Growth Plan, which identifies appropriate locations for future growth to occur.

- (B) Whether and the extent to which there are changed conditions what require an amendment.**

Changed conditions include the new Williamson County Growth Plan referred to in (A) above, as well as the fact that sewer is now available to the properties via the recently approved Triune Nontraditional Wastewater Treatment and Disposal System.

- (C) Whether and the extent to which the proposed amendment addresses a demonstrated community need.**

If this property is ultimately combined with other properties with frontage on Horton Highway, this property could provide another connection between Horton Highway and Hwy. 96.

- (D) Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land.**

TCA-4 zoning on these properties would serve as a transition between the TCA-2 and TCA-3 districts immediately to the west, which are "commercial" zoning districts, and the low-density residential areas to the east.

- (E) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern, or deviate from logical and orderly development patterns.**

The TCA-4 zoning on these properties would be consistent with the logical and orderly zoning (which leads to development patterns) that exists in the other three quadrants of Triune where TCA-4 zoning serves as a transition between the more intense TCA-2 and TCA-3 districts and surrounding low-density residential areas.

ATTACHMENT 1

- (F) Whether and the extent to which the proposed amendment would encourage development prior to the availability of necessary services and infrastructure.**

The recently approved Triune Nontraditional Wastewater Treatment and Disposal System addresses this.

- (G) Whether and the extent to which the proposed amendment would result in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts.**

As discussed in item (E) above, the proposed map amendment is consistent with the already-existing zoning pattern in which TCA-4 zoning serves as a transition between the more intense TCA-2 and TCA-3 districts and surrounding low-density residential areas.

- (H) Whether and the extent to which the proposed amendment would result in significant adverse impacts on the property values of surrounding lands.**

Staff has no comment one way or the other on this Item.

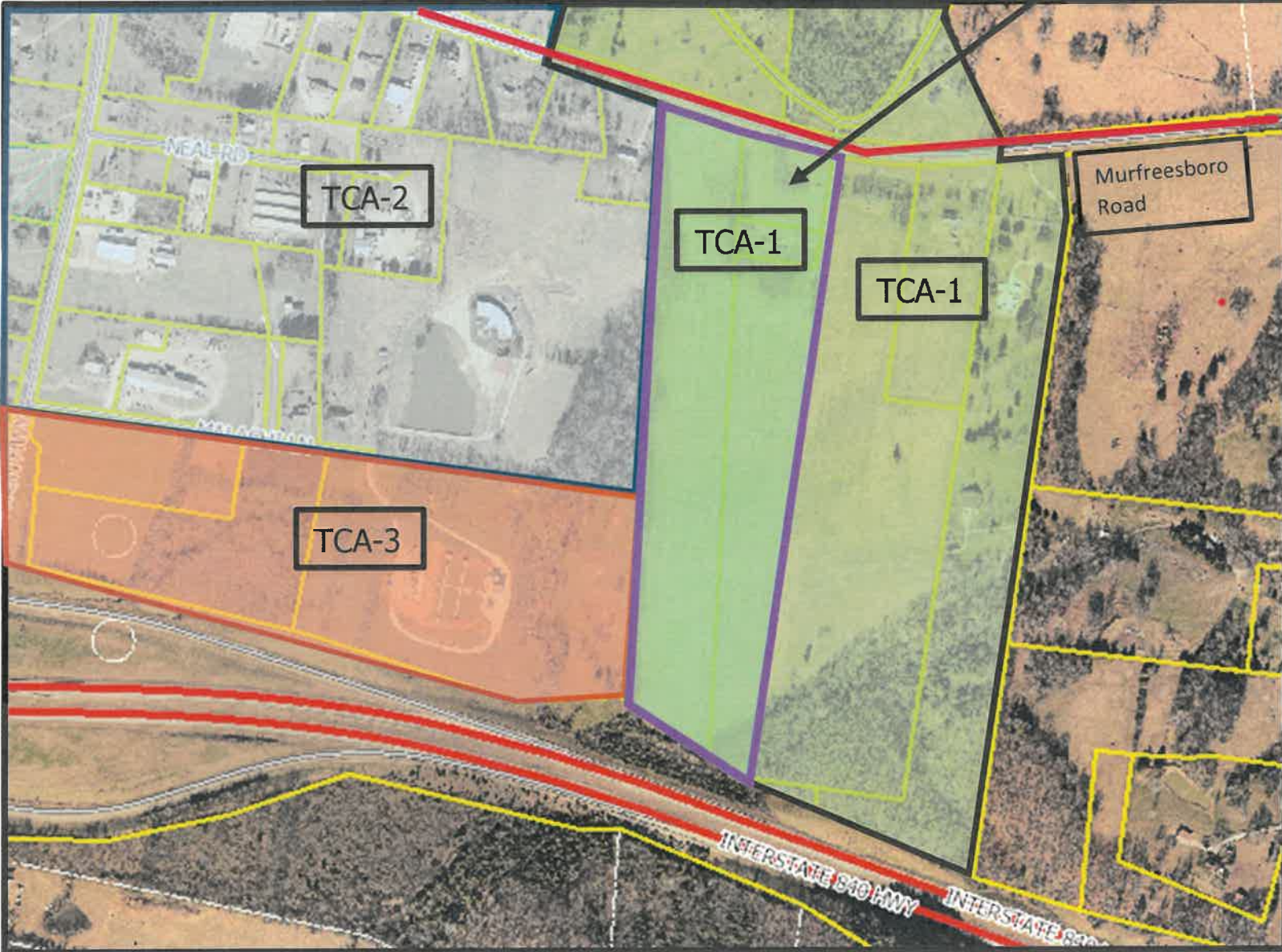
- (I) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.**

Other than a stream (which will require a Waterway Natural Area buffer) and small pockets of treed areas, the properties are largely devoid of natural resources requiring protection. That being said, all natural resource protection standards of the Zoning Ordinance will apply.

ATTACHMENT 1

EXISTING ZONING

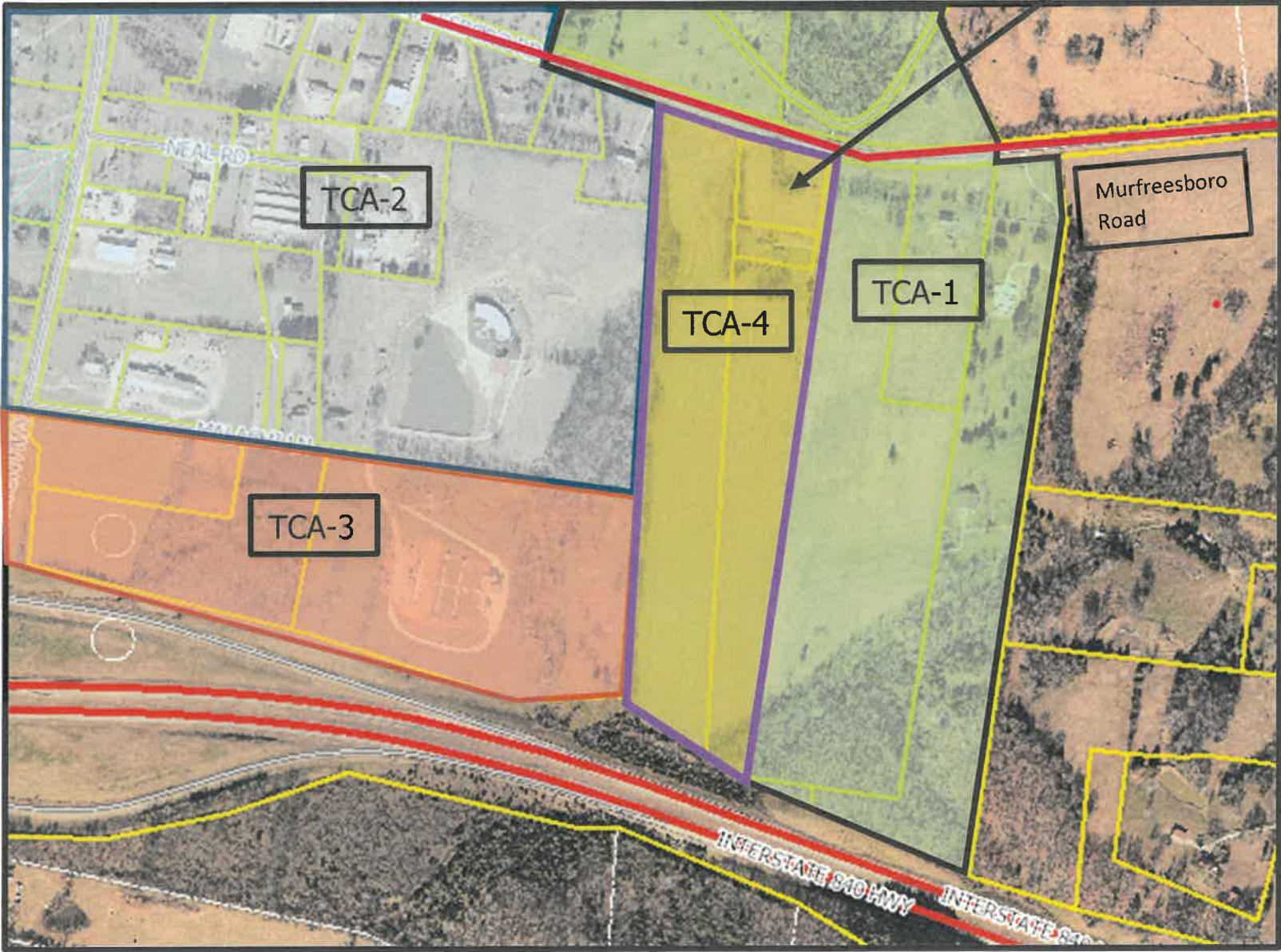
Parcels under Map Amendment Consideration



ATTACHMENT 2

PROPOSED ZONING

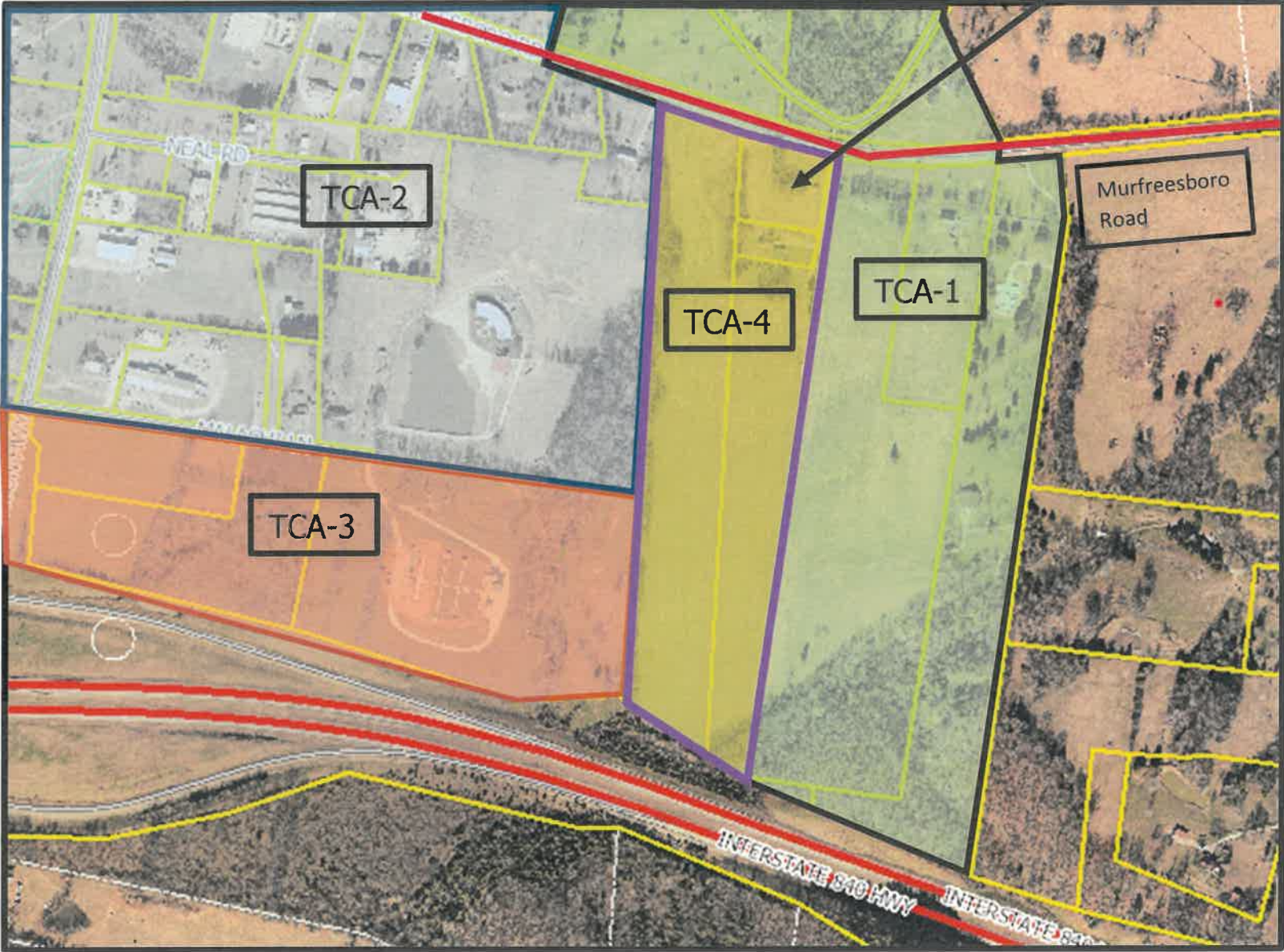
Parcels under Map Amendment Consideration



ATTACHMENT 3

PROPOSED ZONING

Parcels under Map Amendment Consideration



ATTACHMENT 4

Article 4, Section 4.05: Zoning Map Amendment Standards
Williamson County Zoning Ordinance

Section 4.05: Zoning Map Amendment Standards

Amending the Official Zoning Map (Rezoning) is a legislative act solely granted to the County Commission. The Planning Commission and County Commission shall consider the following factors in their actions:

- (A) Whether and the extent to which the proposed amendment is consistent with the Williamson County Comprehensive Land Use Plan and any other applicable County-adopted plans;
- (B) Whether and the extent to which there are changed conditions that require an amendment;
- (C) Whether and the extent to which the proposed amendment addresses a demonstrated community need;
- (D) Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;
- (E) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern, or deviate from logical and orderly development patterns;
- (F) Whether and the extent to which the proposed amendment would encourage development prior to the availability of necessary services and infrastructure;
- (G) Whether and the extent to which the proposed amendment would result in the creation of an isolated zoning district unrelated to adjacent and surrounding zoning districts;
- (H) Whether and the extent to which the proposed amendment would result in significant adverse impacts on the property values of surrounding lands; and
- (I) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

RESOLUTION NO. 10-24-4

Requested by: **Planning Department**

**A RESOLUTION TO AMEND ARTICLE 3 OF THE ZONING ORDINANCE
REGARDING DEFERRAL AND WITHDRAWAL OF APPLICATIONS**

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 11, 2013; and

WHEREAS, Section 3.12 of the Zoning Ordinance governs the requirements to request Deferral of applications; and

WHEREAS, Section 3.13 of the Zoning Ordinance governs the requirements to request Withdrawal of applications; and

WHEREAS, currently, Sections 3.12 and 3.13 currently only address the Deferral and Withdrawal of applications that are subject to Public Hearing by either the Planning Commission or Board of Zoning Appeals; and

WHEREAS, the proposed Text Amendments aim to address the Deferral and Withdrawal of applications that are not subject to Public Hearings; and

WHEREAS, on September 12, 2024, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 14th day of October, 2024, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective and enforced on this the 14th day of October, 2024.


County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLE 3 OF THE WILLIAMSON COUNTY ZONING ORDINANCE REGARDING DEFERRAL AND WITHDRAWAL OF APPLICATIONS (6-2024-604)

STAFF REPORT

This proposed Text Amendment revises two (2) separate sections of the Zoning Ordinance related to the processes of requesting Deferral or Withdrawal of an application.

Sections 3.12 and 3.13 address the process for requesting Deferral and Withdrawal of applications, but currently only addresses the process of requesting Deferral or Withdrawal if the application is subject to Public Hearing by either the Planning Commission or the Board of Zoning Appeals, and if the required public notice has or has not been published.

The proposed revisions will add the process of Deferring or Withdrawing applications not subject to Public Hearing by permitting a request for Deferral or Withdrawal of an application to be made in writing at any time.

Staff recommends approval of the proposed Text Amendments, and at their September 12, 2024 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption

Amend Article 3, Section 3.12: Deferral of Application

Currently Reads:

- (A) An applicant may request that a review or decision-making body's consideration of an application at a public hearing be deferred by submitting a written request for deferral to the Planning Director or Codes Compliance Director (as appropriate) prior to the publication of notice for the public hearing in accordance with Section 3.10: Notice for Public Hearings. The Planning Director (for all applications subject to Planning Commission approval) or Codes Compliance Director (for all applications subject to BZA approval) may grant such requests, in which case, the application will be considered at the next regularly scheduled meeting.
- (B) Written requests for deferral of an application by a review or decision-making body received after publication of notice for the public hearing has occurred shall be forwarded to the review or decision-making body and shall be treated as a request for a continuance of the public hearing.

Proposed to Read (That being removed is in ~~Bold-Red-and-Strikethrough~~, and that being added is in Red and Underlined):

- (A) **APPLICATIONS THAT DO NOT REQUIRE A PUBLIC HEARING**
An applicant may request deferral at any time, subject to submitting a written request for deferral to the Planning Director or Codes Compliance Director (as appropriate).
- (B) **APPLICATIONS THAT REQUIRE A PUBLIC HEARING**
 - (1) An applicant may request that a review or decision-making body's consideration of an application at a public hearing be deferred by submitting a written request for deferral to the Planning Director or Codes Compliance Director (as appropriate) prior to the publication of notice for the public hearing in accordance with Section 3.10: Notice for Public Hearings. The Planning Director (for all applications subject to Planning Commission approval) or Codes Compliance Director (for all applications subject to BZA approval) may grant such requests, in which case, the application will be considered at the next regularly scheduled meeting.
 - (2) Written requests for deferral of an application by a review or decision-making body received after publication of notice for the public hearing has occurred shall be forwarded to the review or decision-making body and ~~shall be treated as a request for a continuance of the public hearing held as advertised.~~ The application shall be placed upon the decision-making body's next agenda but will not be subject to an additional public hearing unless the public hearing is continued by the decision-making body.

Amend Article 3, Section 3.13: Withdrawal of Application

Currently Reads:

- (A) **METHOD**
Any request for withdrawal of an application shall be either submitted in writing to the Planning Director or Codes Compliance Director (as appropriate), or made through a verbal request by the applicant prior to action by the review or decision-making body.

(B) PRIOR TO NOTICE OF PUBLIC HEARING

The Planning Director or Codes Compliance Director (as appropriate) shall approve a request for withdrawal of an application if it has been submitted prior to publication of notice for the public hearing on the application in accordance with Section 3.10: Notice for Public Hearings. The application fee paid shall not be refunded.

(C) SUBSEQUENT TO NOTICE OF PUBLIC HEARING

If the request for withdrawal of an application is submitted subsequent to publication of notice for the public hearing in accordance with Section 3.10: Notice for Public Hearings, the request for withdrawal shall be placed on the public hearing agenda and acted upon by the review or decision-making body. The application fee paid shall not be refunded.

Proposed to Read:

(A) APPLICATIONS THAT DO NOT REQUIRE A PUBLIC HEARING

An applicant may request withdrawal at any time, subject to submitting a written request for withdrawal to the Planning Director or Codes Compliance Director (as appropriate).

(B) APPLICATIONS THAT REQUIRE A PUBLIC HEARING

(1) METHOD

Any request for withdrawal of an application shall be either submitted in writing to the Planning Director or Codes Compliance Director (as appropriate), or made through a verbal request by the applicant prior to action by the review or decision-making body.

(2) PRIOR TO NOTICE OF PUBLIC HEARING

- a) The Planning Director or Codes Compliance Director (as appropriate) shall approve a request for withdrawal of an application if it has been submitted prior to publication of notice for the public hearing on the application in accordance with Section 3.10: Notice for Public Hearings.
- b) The application fee paid shall not be refunded.

(3) SUBSEQUENT TO NOTICE OF PUBLIC HEARING

- a) If the request for withdrawal of an application is submitted subsequent to publication of notice for the public hearing in accordance with Section 3.10: Notice for Public Hearings, the request for withdrawal shall be placed on the public hearing agenda and acted upon by the review or decision-making body.
- b) If the request for withdrawal of an application is submitted subsequent to publication of notice for the public hearing in accordance with Section 3.10: Notice for Public Hearings, another application for the same proposal or substantially identical proposal on the same parcel cannot be filed for a period of six (6) months
- c) The application fee paid shall not be refunded.

RESOLUTION NO. 10-24-5

Requested by: **Planning Department**

**A RESOLUTION TO AMEND ARTICLE 16 OF THE ZONING ORDINANCE
REGARDING PERFORMANCE AGREEMENTS AND
MAINTENANCE OBLIGATIONS**

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 11, 2013; and

WHEREAS, currently, Section 16.07 of the Zoning Ordinance addresses Performance Guarantees, designed to assure completion of required infrastructure and other improvements; and

WHEREAS, currently, Subsections (C) and (D) of the Section relate specifically to bond reductions, the minimum amount at which a bond may be established, and period of time maintenance bonds are to remain in effect; and

WHEREAS, it is intended for Subsections (C) and (D) of the Section to be consistent with Article 4 of the Subdivision Regulations; and

WHEREAS, this proposed Text Amendment will create consistency between the Zoning Ordinance and Subdivision Regulations; and

WHEREAS, on September 12, 2024, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 14th day of October, 2024, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective and enforced on this the 14th day of October, 2024.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLE 16 OF THE WILLIAMSON COUNTY ZONING ORDINANCE REGARDING PERFORMANCE AGREEMENTS AND MAINTENANCE OBLIGATIONS (6-2024-607)

STAFF REPORT

Section 16.07 addresses Performance Guarantees, which are designed to assure completion of required infrastructure and other improvements. Subsections 16.07(C) and (D) relate specifically to bond reductions, the minimum amount at which a bond may be established, and the period of time maintenance bonds are to remain in effect. These aforementioned Subsections of the Zoning Ordinance are intended to be consistent with Article 4 of the Subdivision Regulations. However, during a recent review of the Zoning Ordinance and Subdivision Regulations discrepancies were noted.

These Text Amendments aim to ensure consistency between the Zoning Ordinance and Subdivision Regulations.

Staff recommends approval of the proposed Text Amendments, and at their September 12, 2024 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption

Amend Article 16, Section 16.07(C)(7) as follows:

Currently Reads:

- (7) No Performance Agreement for public improvements or applicable private infrastructure shall be reduced to less than 20 percent of its full-face amount, irrespective of the estimated cost of completing the improvements. An amount equal to 20 percent of the original amount may be added to the reduced amount for possible future inflation cost.

Proposed to Read (Deletions are in Strikethrough Red and Additions are **Underlined and in Bold Red**):

- (7) No Performance Agreement for public improvements or applicable private infrastructure shall be reduced to less than ~~20~~ **25** percent of its full-face amount, irrespective of the estimated cost of completing the improvements. An amount equal to ~~20~~ **25** percent of the original amount may be added to the reduced amount for possible future inflation cost.

Amend Article 16, Section 16.07(D)(1) as follows:

Currently Reads:

- (1) The maintenance obligation shall remain in effect for a period of two years or until final release of the maintenance obligation by the Planning Commission or other appropriate County departments, whichever period is longer.

Proposed to Read (Deletions are in Strikethrough Red and Additions are **Underlined and in Bold Red**):

- (1) The maintenance obligation shall remain in effect for a period of ~~two years~~ **one year** or until final release of the maintenance obligation by the Planning Commission or other appropriate County departments, whichever period is longer.

Amend Article 16, Section 16.07(D)(2) as follows:

Currently Reads:

- (2) Such maintenance obligation shall be in an amount satisfactory to the Planning Commission or other appropriate County departments, whichever is applicable. However, the maintenance obligation for landscaping improvements shall not be less than 25 percent of the original full-face amount or \$3,000.00, whichever is greater, and the maintenance obligation for all other improvements shall not be less than 10 percent of the original full-face amount or \$2,500.00, whichever is greater.

Proposed to Read (Deletions are in Strikethrough Red and Additions are **Underlined and in Bold Red**):

- (2) Such maintenance obligation shall be in an amount satisfactory to the Planning Commission or other appropriate County departments, whichever is applicable. However, the maintenance obligation for landscaping improvements shall not be less than 25 percent of the original full-face amount or \$3,000.00, whichever is greater, and the maintenance obligation for all other improvements shall not be less than ~~10~~ **25** percent of the original full-face amount or ~~\$2,500.00~~ **\$3,000**, whichever is greater.

RESOLUTION NO. 10-24-6

Requested by: **Planning Department**

A RESOLUTION TO AMEND ARTICLES 3 AND 20 OF THE ZONING ORDINANCE REGARDING APPROVAL OF A NONTRADITIONAL WASTEWATER TREATMENT AND DISPOSAL SYSTEM SITE PLAN IN CONJUNCTION WITH SPECIAL USE REVIEW

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 11, 2013; and

WHEREAS, currently, Section 3.05 of the Zoning Ordinance specifies that all applications for development shall include proof of proper treatment and disposal of wastewater, including those uses that utilize a Nontraditional Wastewater Treatment and Disposal System; and

WHEREAS, currently, Section 20.05 of the Zoning Ordinance mandates that a Major Site Plan for any use that will be served by a Nontraditional Wastewater Treatment and Disposal System must be approved by the Planning Commission; and

WHEREAS, currently, a Site Plan for a Nontraditional Wastewater Treatment and Disposal System must be approved by the Planning Commission prior to consideration of the Special Use by the Board of Zoning Appeals; and

WHEREAS, this proposed Text Amendment specifically excludes Special Uses from the requirement of having a Site Plan for the Nontraditional Wastewater Treatment and Disposal System approved by the Planning Commission prior to consideration of the Special Use by the Board of Zoning Appeals; and

WHEREAS, on September 12, 2024, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and

WHEREAS, the proposed Text Amendment would now allow the Nontraditional Wastewater Treatment and Disposal System to be approved by the Planning Commission in conjunction with the Site Plan for the use, if and only if, the use is granted Special Use approval by the Board of Zoning Appeals; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 14th day of October, 2024, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective and enforced on this the 14th day of October, 2024.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLES 3 AND 20 OF THE WILLIAMSON COUNTY ZONING ORDINANCE REGARDING APPROVAL OF A NONTRADITIONAL WASTEWATER TREATMENT AND DISPOSAL SYSTEM SITE PLAN IN CONJUNCTION WITH SPECIAL USE REVIEW (6-2024-606)

STAFF REPORT

Recently the Planning Commission reviewed and approved two (2) Nontraditional Wastewater Treatment and Disposal System Site Plans where the uses they will serve required Special Use approval by the Board of Zoning Appeals (BZA). Several members expressed concerns about approving the Wastewater Site Plans prior to the BZA's consideration of a Special Use permit. Staff shares in these concerns.

Currently Section 3.05 outlines that all applications for development shall include proof of proper treatment and disposal of wastewater, whether the use is to be served by a septic system or a Nontraditional Wastewater Treatment and Disposal System (NTWTDS). Furthermore, Section 20.05 mandates that a Major Site Plan for any use to be served by a NTWTDS must be approved by the Planning Commission.

In order to address the Planning Commission members' concerns, Staff is proposing Text Amendments to Sections 3.05 and 20.05 in order to provide an exception to the requirement of having a NTWTDS Site Plan approved by the Planning Commission prior to consideration of the Special Use by the BZA.

In addition, if Item 15 on this Agenda is approved, any Special Use approved by the BZA that utilizes a NTWTDS for wastewater treatment and disposal will require Major Site Plan review by the Planning Commission of the overall Site Plan for the use and the system.

Staff recommends approval of the proposed Text Amendments, and at their September 12, 2024 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption

Amend Article 3, Section 3.05: Water and Sewer Availability as follows:

Currently Reads:

All applications for development shall include proof of the availability of potable water and proper treatment and disposal of wastewater in accordance with applicable County and State regulations, including but not limited to, the Williamson County Subdivision Regulations, Regulations Governing On-site Sewage Disposal Systems of Williamson County, and Article 20: Nontraditional Wastewater Treatment and Disposal Systems.

Proposed to Read (Additions are Underlined and in Bold Red):

Except as provided in Section 20.05(A): Major Site Plan Required, all applications for development shall include proof of the availability of potable water and proper treatment and disposal of wastewater in accordance with applicable County and State regulations, including but not limited to, the Williamson County Subdivision Regulations, Regulations Governing On-site Sewage Disposal Systems of Williamson County, and Article 20: Nontraditional Wastewater Treatment and Disposal Systems.

Amend Article 20, Section 20.05 (A)(3) to add new subsection (c):

- c) Uses permitted as a Special Use in Article 11: Use Regulations are not required to have a Site Plan for the wastewater system approved prior to consideration of the Special Use by the Board of Zoning Appeals.

RESOLUTION NO. 10-24-7

Requested by: **Planning Department**

**A RESOLUTION TO AMEND ARTICLE 6 OF THE ZONING ORDINANCE
REGARDING MINOR SITE PLANS**

WHEREAS, on May 14, 2012, the Board of County Commissioners adopted the current Zoning Ordinance and Official Zoning Map, and established an effective date of January 11, 2013; and

WHEREAS, currently, Section 6.01 of the Zoning Ordinance permits Staff to review Minor Site Plans for Nonresidential Uses where the proposed building size is 5,000 square feet or less and for Special Uses that have been approved by the Board of Zoning Appeals regardless of the size of the proposed buildings; and

WHEREAS, this proposed Text Amendment aims to place a limit on what uses can be reviewed by Community Development Staff as a Minor Site Plan by placing a 5,000-square-foot maximum on all proposed buildings for both Nonresidential Uses and Special Uses that have been approved by the Board of Zoning Appeals; and

WHEREAS, this proposed Text Amendment would require Nonresidential Site Plans that contain buildings with 5001 square feet or more to be approved by the Planning Commission instead of a Staff-level approval; and

WHEREAS, the Planning Commission and Staff believe this change is appropriate and provides more transparency for the review and approval of larger Nonresidential developments; and

WHEREAS, on September 12, 2024, the Williamson County Regional Planning Commission conducted its official Public Hearing on this amendment, which is attached hereto and incorporated herein; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 14th day of October, 2024, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective and enforced on this the 14th day of October, 2024.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLE 6 OF THE WILLIAMSON COUNTY ZONING ORDINANCE REGARDING MINOR SITE PLANS (6-2024-605)

STAFF REPORT

Recently the Planning Commission reviewed and approved two (2) Nontraditional Wastewater Treatment and Disposal System Site Plans where the uses they will serve required Special Use approval by the Board of Zoning Appeals (BZA). Several members expressed concerns about approving the Wastewater Site Plans but not reviewing the overall Site Plans for the uses these systems will serve. Staff shares in these concerns.

Currently Section 6.01 permits Staff to review a Minor Site Plan for all Special Uses that have been approved by the BZA regardless of the square footage of all buildings to be associated with the use. Additionally, this Section permits Staff to review a Minor Site Plan for all Nonresidential Use Site Plans where a single, proposed building is 5,000 square feet or less. Site Plans where a single, proposed building is 5,001 square feet or more are considered a Major Site Plan and reviewed by the Planning Commission.

In order to address the Planning Commission members' concerns, Staff is proposing these Text Amendments to place a limit on what uses can be reviewed as Minor Site Plans by adding that the total square footage of all proposed buildings must be 5,000 square feet or less for both nonresidential uses and Special Uses that have been approved by the BZA. If approved, Site Plans for all uses where the total square footage of all proposed buildings is 5,001 square feet or more will be considered as Major Site Plans to be reviewed by the Planning Commission.

Staff recommends approval of the proposed Text Amendments, and at their September 12, 2024 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption.

Amend Article 6, Section 6.01(C)(1) as follows:

Currently Reads:

(C) APPLICABILITY

- (1)** Minor Site Plans shall be submitted for the following types of development:
- a)** Nonresidential uses where the proposed building is 5,000 square feet or less, or where no building is proposed;
 - b)** Proposed additions to nonresidential uses where the proposed addition is 5,000 square feet or less, or where no building is proposed;
 - c)** Special Uses that have been approved by the BZA;
 - d)** Single-family dwellings;
 - e)** Accessory structures; and
 - f)** Institutional Single-Family Homes (1-8 Residents).

Proposed to Read (~~Deletions are in Strikethrough Red and Additions are Underlined and in Bold Red~~):

(C) APPLICABILITY

- (1)** Minor Site Plans shall be submitted for the following types of development:
- a)** Nonresidential uses where ~~the proposed building is~~ **the total square footage of all proposed buildings is** 5,000 square feet or less, or where no building is proposed;
 - b)** Proposed additions to nonresidential uses where the proposed addition is 5,000 square feet or less, or where no building is proposed;
 - c)** Special Uses that have been approved by the BZA, **where the total square footage of all proposed buildings is 5,000 square feet or less;**
 - d)** Single-family dwellings;
 - e)** Accessory structures; and
 - f)** Institutional Single-Family Homes (1-8 Residents).

RESOLUTION NO. 10-24-8

Requested by: **Engineering Department**

**A RESOLUTION TO AMEND ARTICLE 19 OF THE WILLIAMSON COUNTY ZONING
ORDINANCE REGARDING
FLOOD HAZARD REGULATIONS**

- WHEREAS,** on May 14, 2012, the Board of County Commissioners adopted the Update to the Zoning Ordinance (“Zoning Ordinance”) and Official Zoning Map, and established an effective date of January 1, 2013; and
- WHEREAS,** the Federal Emergency Management Agency (FEMA), by and through the State of Tennessee-TEMA has provided requirements of Williamson County and other jurisdictions in order to maintain eligibility in the National Flood Insurance Program (NFIP); and
- WHEREAS,** currently, Article 19 of the Zoning Ordinance addresses the regulations related to flood hazard protections based upon the model flood hazard reduction ordinance issued by the State; and
- WHEREAS,** in June of 2024, FEMA notified Williamson County that a new Flood Insurance Study and associated Flood Insurance Rate Maps (FIRM) would become effective December 20, 2024, following a notice and comment period held by FEMA on the revised data in 2024, and Williamson County has provide the revised map information on its website since 2020; and
- WHEREAS,** with the change in the rate maps, the County must adopt the new study and maps by ordinance in order to maintain compliance with the NFIP and maintain the County’s eligibility in the NFIP; and
- WHEREAS,** Staff has determined that there is a need for amendments to the Zoning Ordinance in order to adopt the new rate maps; and
- WHEREAS,** it is in the best interest of Williamson County and its residents to maintain eligibility in the NFIP and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations, ch.1, Section 60.3; and
- WHEREAS,** areas of the County are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and
- WHEREAS,** flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages; and
- WHEREAS,** the purpose of Article 19, which is essentially the model ordinance required by TEMA and FEMA to be adopted, is to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas; and therefore, the Zoning Ordinance requirements are designed to restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities; require the uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction; control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters; and control filling, grading, dredging and other development which may increase flood damage or erosion; and prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.
- WHEREAS,** the objectives of this Resolution and the proposed amendment is to update the Flood Insurance Rate Maps that have been amended as a result of a Flood Insurance Study by FEMA, which in turn, is to further protect human life, health, safety and property; to minimize expenditure of public funds for costly flood control projects; to minimize the

need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; to minimize prolonged business interruptions; to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas; to help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas; to ensure that potential homebuyers are notified that property is in a floodprone area; and to maintain eligibility for participation in the NFIP.

WHEREAS, on September 12, 2024, the Williamson County Regional Planning Commission conducted its official Public Hearing on the amendment, which is attached hereto and incorporated herein; and

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

WHEREAS, the Board of County Commissioners finds and determines that the best interests of Williamson County and its citizens will be served by the adoption of this amendment to the Zoning Ordinance as recommended by the Regional Planning Commission and in order to be consistent with the requirements of TEMA, FEMA and to continue the County's participation in the NFIP; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners at its regular meeting on this the 14th day of October, 2024, after conducting the public hearing as required by law, hereby adopts the amendment to the Williamson County Zoning Ordinance, which is attached hereto as Attachment A and incorporated herein as if included verbatim, in accordance with its authority in Tennessee Code Annotated, Title 13, Chapter 7, Part 1.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the amendment will be effective December 20, 2024, the public welfare requiring it.



County Commissioner

COMMITTEES REFERRED TO AND ACTION TAKEN:

Regional Planning Commission: For: 7 Against: 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

AMENDMENT TO ARTICLE 19 OF THE WILLIAMSON COUNTY ZONING ORDINANCE IN ORDER TO ADOPT REVISED FEMA FLOOD INSURANCE RATE MAPS (6-2024-608)

STAFF REPORT

By letter dated June 20th, 2024, the Federal Emergency Management Agency (FEMA) notified Williamson County that a new Flood Insurance Study and associated Flood Insurance Rate Maps would become effective December 20th, 2024. Williamson County must therefore adopt the new study and maps by ordinance prior to the effective date. The attached resolution would fulfill that requirement.

Preliminary maps were issued on December 8th, 2022 followed by advertisement in The Williamson Herald. A 90-day appeal period was initiated on November 16th, 2023, and FEMA received no appeals.

Staff recommends approval of the proposed Text Amendment, and at their September 12, 2024 meeting, the Williamson County Regional Planning Commission voted unanimously to recommend adoption

RESOLUTION ATTACHMENT A

Delete Article 19, Section 19.02(B) in its Entirety and Replace with:

The Areas of Special Flood Hazard identified within Williamson County, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) dated December 20, 2024, and Flood Insurance Rate Map (FIRM), Community 470204, Panel Numbers 47187C0015F, 47187C0020F, 47187C0036F, 47187C0037F, 47187C0038F, 47187C0039F, 47187C0045F, 47187C0062H, 47187C0063G, 47187C0064H, 47187C0066H, 47187C0067H, 47187C0068H, 47187C0069H, 47187C0086G, 47187C0088G, 47187C0089G, 47187C0130F, 47187C0135F, 47187C0151F, 47187C0152F, 47187C0153F, 47187C0154F, 47187C0156G, 47187C0157F, 47187C0159F, 47187C0165F, 47187C0170F, 47187C0177H, 47187C0180G, 47187C00181H, 47187C0182H, 47187C0183H, 47187C0184H, 47187C0190F, 47187C0192H, 47187C0195F, 47187C0203H, 47187C0204F, 47187C0205F, 47187C0212G, 47187C0213H, 47187C0214H, 47187C0220G, 47187C0230G, 47187C0235G, 47187C0240F, 47187C0243G, 47187C0244G, 47187C0245G, 47187C0285F, 47187C0310F, 47187C0330F, 47187C0335F, 47187C0340F, 47187C0343F, 47187C0345F, 47187C0355G, 47187C0360G, 47187C0365F, 47187C0370F, 47187C0376G, 47187C0377G, 47187C0380G, 47187C0385G, 47187C0390G, 47187C0395G, 47187C0455F, and 47187C0460F, along with all supporting technical data, are adopted by reference and declared to be a part of this Resolution.

**RESOLUTION OF THE GOVERNING BODY OF WILLIAMSON COUNTY, TENNESSEE,
AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF INTEREST-BEARING
2024-25 GENERAL PURPOSE SCHOOL FUND TAX ANTICIPATION NOTES
NOT TO EXCEED THIRTEEN MILLION (\$13,000,000) DOLLARS**

WHEREAS, the Governing Body of Williamson County, Tennessee, (the "Local Government") has determined that it is necessary and desirable to borrow a limited amount of funds to meet appropriations made for the General Purpose School Fund (the "Fund") for the current fiscal year, being July 1, 2024, through June 30, 2025, inclusive, (the "Fiscal Year"), in anticipation of the collection of taxes and revenues for the Fund during the Fiscal Year; and

WHEREAS, under the provisions of Part I, IV, and VIII of Title 9, Chapter 21, Tennessee Code Annotated (the "Act"), local governments in Tennessee are authorized to issue and sell interest-bearing tax anticipation notes in amounts not exceeding sixty percent (60%) of the Fund appropriation for the Fiscal Year upon the approval of the State Director of Local Finance; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance and sale of tax anticipation notes;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of Williamson County, Tennessee, as follows:

- Section 1. That, for the purpose of providing funds to meet certain appropriations for the Fiscal Year, the County Mayor of the Local Government is hereby authorized in accordance with the terms of this Resolution to issue and sell interest-bearing tax anticipation notes in a principal amount not to exceed **Thirteen Million Dollars (\$13,000,000)** (the "Notes") by interfund loan from the School Debt Service Fund or such other fund designated by the County Mayor of the Local Government, or at either a competitive public sale or at a private negotiated sale upon approval of the State Director of Local Finance pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated "**General Purpose School Fund Tax Anticipation Notes, Series 2025**"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than par value and accrued interest; and shall bear interest at a rate or rates not to exceed the legal limit provided by law.
- Section 2. That, the sum of the principal amount of the Notes, together with the principal amount or amounts of any prior tax anticipation notes issued during the Fiscal Year, does not exceed sixty percent (60%) of the Fund appropriation for the Fiscal Year.
- Section 3. That, the Notes may be renewed from time to time and money may be borrowed from time to time for the payment of any indebtedness evidenced by the Notes; provided, that the Notes and any renewal notes shall mature and be paid in full without renewal on or before the end of the Fiscal Year. If the Local Government overestimates the amount of taxes and revenue collected for the Fiscal Year and it becomes impossible to retire the Notes and all renewal notes prior to the close of the Fiscal Year, then the Local Government shall apply to the State Director of Local Finance within ten (10) days prior to the close of the Fiscal year for permission to issue funding bonds to cover the unpaid Notes in the manner provided by Title 9, Chapter 11 of Tennessee Code Annotated or as otherwise provided for in a manner approved by the State Director of Local Finance.
- Section 4. That, the Notes shall be secured solely by the receipt of taxes and revenues by the Fund during the Fiscal Year.
- Section 5. That, the Notes shall be subject to redemption at the option of the Local Government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption without a premium.
- Section 6. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the County Mayor of the Local Government and the manual signature of the County Clerk with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the County Trustee of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the County Trustee of the Local Government and shall be paid out for the purpose of meeting Fund appropriations made for the Fiscal Year in anticipation of the collection of revenues and taxes pursuant to this Resolution and as required by law.
- Section 7. That, the Notes shall be in substantially the form attached hereto and shall recite that notes are issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated.

Section 8. That the Notes shall be sold only after the receipt of the approval of the State Director of Local Finance for the sale of the Notes.

Section 9. That the County Mayor and the County Clerk, and all other officers of the County are hereby authorized and directed to take such actions and execute such documents as may be necessary or advisable in order to carry out the purposes of this Resolution.

Section 10. That, all orders or resolutions in conflict with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this 14th day of October, 2024.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Tax Study Committee For 2 Against 0 Pass 1

Budget Committee For 4 Against 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 10-24-13

Requested by: Community Development Department

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND APPROPRIATING AND AMENDING THE 2024-25 COMMUNITY DEVELOPMENT BUDGET BY \$19,602.00 – 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 County received a grant for \$19,602.00 from the Tennessee Department of Environment and Conservation for the provision of funding for developing or updating an inventory of previously unidentified brownfield sites within the County; and

WHEREAS, the grant is for one year and does not require any matching funds; and

WHEREAS, the Williamson County Board of Commissioners finds it in the interest of its citizens to authorize the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Environment and Conservation for the provision of funding for developing an inventory of brownfield sites within the County:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of October, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Environment and Conservation as well as all other documents necessary to receive grant funding for developing an inventory of previously unidentified brownfield sites within Williamson County;

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

REVENUES:

State Grant **\$19,602.00**
101.00000.469800.00000.00.00.00.G0084

EXPENDITURES:

Community Development-Consultants **\$19,602.00**
101.51720.530800.00000.00.00.00.G0084


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 4 Against 0

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 2024-25 PARKS AND CAPITAL IMPROVEMENT PROGRAM BY \$40,325.00- REVENUES TO COME FROM DONATIONS AND RECREATION PRIVILEGE TAX FUNDS

WHEREAS, the Parks and Recreation Department oversees numerous parks in the county, and;

WHEREAS, the Williamson County Nolensville Recreation Complex includes three (3) ballfields in-which the Nolensville Youth Association offers youth sports, and;

WHEREAS, bids were received and additional funding in the amount of \$24,790.00 is needed for the one (1) new ballfield, and;

WHEREAS, the Nolensville Youth Association has contributed \$15,535.00 for this new ballfield, 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 14th day of October, 2024, amends the Parks & Recreation CIP Budget as follows:

REVENUES:

Recreation Privilege Tax Funds

171.00000.351400.00000.00.00.00 \$ 24,790.00

Donations:

171.00000.486104.00000.00.00.00 \$ 15,535.00
\$40,325.00

EXPENDITURES:

Other Capital Outlay-Parks

171.91150.579900.00000.00.00.00 \$40,325.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee: For 4 Against 0
Budget Committee For 4 Against 0
Commission Action Taken For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson Williamson County Mayor

Date

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25
PARKS AND RECREATION BUDGET BY \$44,500.00
REVENUES TO COME FROM RECREATION PRIVILEGE TAX FUNDS**

WHEREAS, the parks and recreation department offers Senior Citizen’s programs at its recreation centers, and;

WHEREAS, donations have been received from Fifty Forward and JL Clay Senior Citizens to aid in the purchase of a new transit van, and;

WHEREAS, additional funds will be needed to purchase the transit van, and;

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

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners meeting on this 14th day of October, hereby amends the Parks & Recreation Budget as follows:

REVENUES:

Recreation Privilege Tax Funds
171.000000.351400.00000.00.00.00 \$ 44,500.00

EXPENDITURES:

Vehicles
171.91150.571800.00000.00.00.00.PR413 \$ 44,500.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Parks & Recreation Committee: For 4 Against 0
Budget Committee: For 5 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO SIGN A CONTRACT WITH THE STATE OF TENNESSEE ADMINISTRATIVE OFFICE OF THE COURTS ON BEHALF OF JUVENILE SERVICES AND AMENDING THE 2024-25 JUVENILE SERVICES BUDGET BY \$2,000.00 – REVENUES TO COME FROM STATE GRANT FUNDS

WHEREAS, Williamson County Juvenile Services (“Juvenile Services”) has been successful in providing treatment, supervision, and support for at-risk youth; and

WHEREAS, Juvenile Services received an Access and Visitation Grant from the State of Tennessee Administrative Office of the Courts 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, Juvenile Services received notice that a grant in the amount of \$2,000.00 was approved to be used for court ordered supervised visitation; and

WHEREAS, the grant contract does not require matching funds from Williamson County; 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 State of Tennessee Administrative Office of the Courts on behalf of Juvenile Services:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of October, 2024, hereby authorizes the Williamson County Mayor to execute a grant contract and all other related documents with the State of Tennessee Administrative Office of the Courts on behalf of the Juvenile Services for the acceptance of grant funds for the purpose of parenting plans and visitation in child support cases and cases involving child support issues in the Williamson County Juvenile Court;


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

REVENUES:

Access to Visitation \$2,000.00
101.00000.469800.00000.00.00.00.G0045

EXPENDITURES:

Contracted Services \$2,000.00
101.54240.539900.00000.00.00.00.G0045


County Commissioner Jennifer Mason

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY AND 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 Safety and Homeland Security for the provision of funding for participation in the Police Traffic Services Highway Safety Project(s); and
- WHEREAS,** the grant does not require any 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 the Williamson County Sheriff's Office for the provision of highway safety programs:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of October, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Safety and Homeland Security on behalf of the Williamson County Sheriff's Office as well as all other documents necessary to receive grant funding to implement a highway safety project;


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

REVENUES:

Federal Through State Grant-Highway Safety \$40,000.00
(101.00000.475900.00000.00.00.00.G0012)

EXPENDITURES:

Overtime	\$30,000.00
(101.54110.518700.00000.00.00.00)	
Other Charges	\$10,000.00
(101.54110.559902.00000.00.00.00)	
	\$40,000.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 10-24-18

Requested by: Williamson County Sheriff's Office

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY AND AMENDING THE 2024-25 SHERIFF'S OFFICE BUDGET BY \$4,425,000.00 – 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, Williamson County, conditioned on available resources, routinely post School Resource Officers ("SROs") in Williamson County schools and Franklin Special School District schools; and

WHEREAS, Public Chapter 966 of the 113th Tennessee General Assembly provides grant funding to local law enforcement agencies for the cost of placing SROs in its public schools; and

WHEREAS, Williamson County applied for assistance to funding SROs and received notice that it was awarded \$4,425,000.00 in grant funding to assist the County with the cost of providing SROs; and

WHEREAS, this grant does not require 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 the Williamson County Sheriff's Office for funding to assist Williamson County with the provision of SROs:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of October, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract with the State of Tennessee, Department of Safety and Homeland Security on behalf of the Williamson County Sheriff's Office as well as all other documents necessary to receive the grant funding and fulfill its contractual obligations concerning the funding and provision of School Resource Officers in local schools;

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

REVENUES:

TN Dept of Safety & Homeland Security Grant SRO Funding \$4,425,000.00
101.00000.462300.00000.00.00.00.G0024

EXPENDITURES:

Fund Balance \$4,425,000.00
101.00000.390000.00000.00.00.00


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Budget Committee For 4 Against 0

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date



ENDOWMENT GRANT CONTRACT

Begin Date July 01, 2024	End Date June 30, 2025	Agency Tracking # 34901-01536	Edison ID 83083		
Public Chapter 0966	Bill # HB2973, SB2942	Section 10	Item 22		
Grantee Legal Entity Name Williamson County Sheriff's Office			Edison Vendor ID 50		
Service Caption (one line only) Statewide School Resource Officer (SRO) Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2025	\$4,425,000.00				\$4,425,000.00
TOTAL:	\$4,425,000.00				\$4,425,000.00
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female					
<input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged					
<input type="checkbox"/> Other:					
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive selection					
<input checked="" type="checkbox"/> Non-competitive selection <div style="margin-left: 20px; font-size: small;"> Pursuant to and in accordance with PC 0966 (HB2973, SB2942), the funding is available for all K-12 public and public charter schools that complete the required documentation to receive a grant contract and funding for one (1) School Resource Officer per school per year, subject to funds availability. </div>					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>GPO USE - EG</i>	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Grant Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Williamson County Sheriff's Office, hereinafter referred to as the "Grantee," is for the provision of Statewide School Resource Officer (SRO) Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 50

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Background. The State received funding through Public Chapter 066 (HB2973, SB2942) for the Statewide School Resource Office (SRO) Grant Program. The State conducted an application process to award grant funding to eligible law enforcement agencies which have the responsibility to provide SROs to K-12 public and/or public charter schools within their jurisdiction.
- A.3. Availability of and Eligibility for Funding.
- a. The State shall make grant funds available to a local law enforcement agency after the local law enforcement agency presents to the State an executed memorandum of understanding (MOU) between the agency and the local education agency (LEA) or the public charter school, pursuant to which the local law enforcement agency shall provide one (1) full-time SRO to every school in the LEA or to a public charter school. The MOU shall be in the form prescribed by the State.
 - b. Local law enforcement agencies are eligible to apply for funding in the amount of seventy-five thousand dollars and zero cents (\$75,000.00) per year, per SRO, per school for which they are responsible for providing SRO services to. Funding shall not be awarded for more than one (1) SRO per K-12 public or public charter school and shall not exceed seventy-five thousand dollars and zero cents (\$75,000.00) per year.
- A.4. Use of Funds. Funding may only be used for expenses directly related to placing an SRO in a school (i.e., salary, benefits, training, and equipment).
- A.5. Certification and Training of SROs. As set forth in the MOU between the law enforcement entity and the LEA or the public charter school, in addition to other requirements, an SRO must be Peace Officer and Training Standards Commission (POST) certified and a sworn officer of a law enforcement agency within the jurisdiction of the K-12 public school or public charter school community being served. SROs are also required to receive forty (40) hours of specialized training within the first year of being hired or assigned to a K-12 public school or public charter school, whichever is earlier. Annually thereafter, the SRO must obtain sixteen (16) hours of training specific to SRO duties in addition to the twenty-four (24) hours of POST-certified training.
- A.6. Documentation, Records, and Reports. In addition to the requirements for documentation, records, and reports contained in this Contract in Sections C.4. (Expenditures and Accounting) C.6. (Prerequisite Documentation), D.15. (Records), D.17. (Progress Reports), and D.18. (Annual and Final Reports), the Grantee shall submit the following information to the State in a form prescribed by the State:

- a. The number of LEAs and public charter schools that have executed an MOU with the law enforcement agency as part of the program.
- b. The number of LEAs and public charter schools that have executed an MOU with the law enforcement agency as part of the program and have been provided a full-time SRO.
- c. The number of public elementary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.
- d. The number of public secondary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:

- a. This Grant Contract with any attachments.
- b. The Grantee's application for this grant funding.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 01, 2024 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Four Million Four Hundred Twenty Five Thousand Dollars and Zero Cents (\$4,425,000.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
 - a. A Grantee completed and signed State provided "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to

the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Tennessee Office of Homeland Security
 ATTN: Statewide SRO Grant Program
 Tennessee Department of Safety and Homeland Security
 Tennessee Tower – 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 Email Address: TDOSHS_SROgrants@tn.gov
 Telephone #: 615-295-5059

The Grantee:

Sheriff Jeff Hughes
 Williamson County Sheriff's Office
 408 Century Court
 Franklin, TN 37064
 Email Address: jeff.hughes@williamsoncounty-tn.gov
 Telephone #: 615-786-1540
 FAX #: 615-595-1208

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee

agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.25. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.26. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

IN WITNESS WHEREOF,

WILLIAMSON COUNTY SHERIFF'S OFFICE:



GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

**RESOLUTION APPROPRIATING AND AMENDING THE 2024-25 COUNTY CLERK'S
BUDGET BY \$50,000 FOR EQUIPMENT PURCHASES –
REVENUES TO COME FROM FILING FEES**

WHEREAS, Public Chapter 1003 of the 2022 General Assembly established an additional recording fee of \$3 for receiving and forwarding applications for certificates of title to the department of revenue; and,

WHEREAS, this additional fee is earmarked for the provision of services directly related to titling and registration in the County Clerk's Office; and,

WHEREAS, there is a need to provide funding for the purchase of certain office equipment for the County Clerk's Office;

NOW, THEREFORE, BE IT RESOLVED, that the 2024-25 County Clerk's Office Budget be amended as follows:

REVENUES:

Title and Registration Fees - Reserve
101.00000.3416920.00000.00.00.00 **\$ 50,000**

EXPENDITURES:

Other Equipment
101.52500.571902.00000.00.00.00 **\$ 50,000**


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, County Mayor

Date

LATE FILED Resolution No. 10-24-30
Requested by: DUI Recovery Court

RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO ENTER INTO A GRANT CONTRACT WITH THE STATE OF TENNESSEE OPIOID ABATEMENT COUNCIL ON BEHALF OF THE DUI RECOVERY COURT AND APPROPRIATING AND AMENDING THE 2024-25 DUI RECOVERY COURT BUDGET BY \$146,443.00 – REVENUES TO COME FROM STATE GRANT FUNDS

- WHEREAS,** Williamson County DUI Recovery Court (“DUI Court”) received a grant from the Tennessee Opioid Abatement Council (“Council”) for the implementation of opioid abatement and remediation strategies, including treatment and recovery support for co-occurring substance use disorders and mental health conditions; and
- WHEREAS,** DUI Court was awarded a total of \$444,983.00 from the Council to be distributed over the course of three years; and
- WHEREAS,** DUI Court was awarded \$146,443.00 for the 2024-25 fiscal year;
- WHEREAS,** the grant contract does not require matching funds from Williamson County; 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 enter into a grant contract with the State of Tennessee Opioid Abatement Council on behalf of the DUI Court:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of October, 2024, hereby authorizes the Williamson County Mayor to enter into a grant contract and all other related documents with the State of Tennessee Opioid Abatement Council on behalf of the DUI Recovery Court for the acceptance of grant funds for the purpose of implementing opioid abatement and remediation strategies for the DUI Recovery Court;

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

REVENUES:

State Grants – DUI Recovery Court	
101.00000.469800.00000.00.00.00.G00090	\$146,443.00

EXPENDITURES:

Other Contracted Services	
101.53300.539900.00000.00.00.00.G0090	\$146,443.00


County Commissioner



COMMITTEES REFERRED TO & ACTION TAKEN:
Budget Committee For 4 Against 0
Commission Action Taken: For _____ Against _____ Pass _____ Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

		TENNESSEE OPIOID ABATEMENT COUNCIL COMMUNITY GRANT CONTRACT			
Begin Date July 1, 2024		End Date June 30, 2027		Agency Tracking # N/A	Edison ID
Grantee Legal Entity Name Williamson County DUI Recovery Court				Edison Vendor ID 2780	
Grantee Program Name: Opioid Abatement Council – Community Grants					
Funding —					
FY					TOTAL Grant Contract Amount
FY2025					\$146,443.00
FY2026					\$148,309.00
FY2027					\$150,231.00
TOTAL:					\$444,983.00
Speed Chart (optional)		Account Code (optional)		Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 	

**GRANT CONTRACT
BETWEEN THE TENNESSEE OPIOID ABATEMENT COUNCIL
AND
WILLIAMSON COUNTY DUI RECOVERY COURT**

This Grant Contract, by and between the State of Tennessee, Tennessee Opioid Abatement Council, hereinafter referred to as the "Opioid Abatement Council" or "State" and Williamson County DUI Recovery Court, hereinafter referred to as the "Grantee," is for the provision of Opioid Abatement and Remediation, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2780

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions.
- a. "Opioid Abatement Fund" for the purposes of this Grant Contract means the designated repository of funds that are either dedicated to Opioid Abatement or Remediation or are otherwise directed to abatement or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.
 - b. "Opioid Abatement Council" for the purposes of this Grant Contract means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, *et seq.*, and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Allergan Finance, LLC, CVS Health Corporation, Teva Pharmaceutical Industries Ltd., Walgreen Co., Walmart Inc., or K-VA-T Food Stores, Inc. or affiliates or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee.
 - c. "Opioid Abatement and Remediation" for the purposes of this Grant Contract means purposes that are specifically approved by the Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under Tenn. Code Ann. § 33-11-103(r) and are specified on Attachment 3 of this Grant Contract.
 - d. "Grantee's Application" for purposes of this Grant Contract means the application submitted by the Grantee to the Opioid Abatement Council specifying the activities or services this Grantee seeks to perform in return for receiving funding from the Opioid Abatement Council
- A.3. This Grant Contract utilizes funding from the Opioid Abatement Fund to disburse funds to the Grantee based upon approval and selection of the Opioid Abatement Council.
- A.4. The activities funded pursuant to this Grant Contract are those which are stated in Grantee's Application, under which this Grant Contract is awarded, and is incorporated into this Grant Contract, as Attachment 2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in Attachment 2, the Grantee's Application. All activities, including those outlined in Attachment 2, must be focused on Opioid Abatement and Remediation as

specified in Attachment 3. All grant funds must be spent on prospective Opioid Abatement and Remediation activities in accordance with Tenn. Code Ann. § 9-4-1302.

- A.5. Data Collection and Reporting: The Grantee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Grantee shall submit semi-annual reports to the Opioid Abatement Council in a format and timeframe prescribed by the Opioid Abatement Council staff, detailing how the Grantee has met the remediation core strategies and uses specified in the Grantee's Application, Attachment 2.
- A.6. Grantees shall seek compensation from third party payors or sources, such as Medicaid or other grant sources, prior to billing against this Grant Contract, for reimbursable services and supports delivered under this Grant Contract. Funding under this Grant Contract should not supplant other funding sources but should supplement the activities and expenses outlined in Attachment 2 that are otherwise non-reimbursable from third-party payors or sources.
- A.7. The Grantee shall be subject to programmatic and fiscal monitoring on an annual basis or as otherwise determined by the Opioid Abatement Council. The results of this monitoring shall be reported publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Grantee's compliance with their Application, Attachment 2 and the other measures of the Grant Contract shall be considered as part of the monitoring of the Grantee.
- A.8. Incorporation of Additional Documents: Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract with any attachments or exhibits; and
 - b. The Opioid Abatement Council Grant Proposal Solicitation as issued on July 15, 2023 (Attachment 4), and as may be amended, if any.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2024 ("Effective Date") and ending on June 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.
- B.3. Annual spending under this Grant Contract shall be restricted by the Term denoted on each annual grant budget. The maximum annual expenditure amount for each year of this Grant Contract shall be determined by the annual grant budget.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Four hundred forty-four thousand, nine hundred eighty-three dollars (\$444,983.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One (1) is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

OAC.Grantees@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Opioid Abatement Council
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Opioid Abatement Council Office
 Department of Mental Health and Substance Abuse Services
 Andrew Jackson Building, 6th Floor
 500 Deaderick Street
 Nashville, TN 37243

The Grantee:

Danielle Gomez, Court Coordinator
 Williamson County DUI Recovery Court
 129 W Fowlkes Street, Suite 116-118, Franklin TN, 37064
Danielle.Gomez@williamsoncounty-tn.gov
 Telephone # (615) 786-0167

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.8. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.9. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for

Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.11. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.12. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the Tennessee Opioid Abatement Council." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.13. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.14. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.15. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.16. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested, and in the format proscribed.
- D.17. Annual and Final Reports. The Grantee shall submit, within forty-five (45) days of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within forty-five (45) days of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the State. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the State. Annual and final report documents to be completed by the Grantee shall appear on the State's website or as an attachment to the Grant Contract.
- D.18. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.19. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The

Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.20. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.21. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.22. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.23. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the

affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.24. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.25. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.26. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.27. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.28. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.29. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.30. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal

offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- D. 35. Anti-Israel Boycott. Pursuant to Tenn. Code Ann. § 12-4-119, Grantee certifies that it is not currently engaged in, and will not for the duration of the Grant Contract, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).
- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.
- E.3. Transfer of Grantee's Obligations.
The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State

- reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.4. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.5. Part 2 Compliance. The State and the Grantee shall comply with obligations under Part 2 of the Confidentiality of Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.* ("Part 2").
- a. The Grantee warrants to the State that it is familiar with the requirements of Part 2 , and its accompanying regulations, and will comply with all applicable requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Part 2 , and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with Part 2.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Part 2, and that are reasonably necessary to keep the State and the Grantee in compliance with Part 2. This provision shall not apply if information received by the State under this Grant Contract is NOT "patient identifying information" as defined by Part 2, or if Part 2 permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.6. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Environmental Tobacco Smoke", "Confidentiality of Records", "HIPAA Compliance", and "Part 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- E.7. Suspension of Payment.
- a. The State may suspend payment under this Grant Contract on the following grounds:
 - i. Grantee's failure to comply with the terms of Section A of this Grant Contract.
 - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.
 - iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
 - b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's finding of non-compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.

E.8. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A all other rights being reserved to State for the Term of this contract as provided below.

a. Property. The "Property" licensed mark:



Opioid Abatement
Council



Tennessee
State Government

Opioid Abatement
Council

- i. Exclusivity. None.
 - ii. Territory. Worldwide.
- b. Term. Grantee shall begin to use the Property as set out in Contract Section A and shall cease upon termination of the Contract unless otherwise agreed to herein.
- c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Grantee's visitor website, and/or as otherwise set out in Contract at Section A. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.
- d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier than contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.
- e. Sub-licensing. Sub-licensing is not allowed.
- f. Approvals. All use of the Property shall require State's prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee's use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.
- g. Intellectual Property Notices. The Property shall always be displayed with the "®" symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:



Opioid Abatement
Council



Tennessee
State Government

Opioid Abatement
Council

is a registered trademark and is used under license to the Grantee.

- h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and in the future will not assert any right, title or interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State's rights therein.
- i. Royalty Rate. This License shall be royalty free.

FOR THE PROVISION OF THE TENNESSEE OPIOID ABATEMENT COUNCIL COMMUNITY GRANT CONTRACT:

IN WITNESS WHEREOF,

WILLIAMSON COUNTY DUI RECOVERY COURT:



GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE OPIOID ABATEMENT COUNCIL:

MARY SHELTON, EXECUTIVE DIRECTOR

DATE

Attachment 01 - Budget

GRANT BUDGET SUMMARY				
Agency Name: Williamson County Government				
Program Code Name: 833970 OAC Community Recovery Support 3				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN 7/1/2024 END: 6/30/2027				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$192,251.00	\$0.00	\$192,251.00
4, 15	Professional Fee, Grant & Award ²	\$226,812.00	\$0.00	\$226,812.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$21,600.00	\$0.00	\$21,600.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$4,320.00	\$0.00	\$4,320.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$444,983.00	\$0.00	\$444,983.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library-.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET FY2025				
Agency Name: Williamson County Government				
Program Code Name: 833970 OAC Community Recovery Support 3				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN 7/1/2024 END: 6/30/2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$62,199.00	\$0.00	\$62,199.00
4, 15	Professional Fee, Grant & Award ²	\$75,604.00	\$0.00	\$75,604.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$7,200.00	\$0.00	\$7,200.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$1,440.00	\$0.00	\$1,440.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$146,443.00	\$0.00	\$146,443.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Williamson County
 Government
 833970 OAC Community
 Program Code Name: Recovery Support 3
 Begin Date: 1-Jul-24
 End Date: 30-Jun-25

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$45,000.00
Benefits and Taxes	\$17,199.00
TOTAL	\$62,199.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Spanish Interpreter	\$15,000.00
Onsite Intensive Trauma Treatment	\$20,700.00
Insight Recovery and Wellness MAT Services	\$14,310.00
Connie Haley Life Coach	\$4,000.00
The Refuge Center Mental Health Counseling	\$7,500.00
Educare Treatment Provider	\$11,310.00
Tennessee Recovery & Monitoring	\$2,784.00
TOTAL	\$75,604.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
SCRAM Ankle Monitors	\$7,200.00
TOTAL	\$7,200.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Childcare Services	\$1,440.00
TOTAL	\$1,440.00

Agency Name: Williamson County Government
 Program Code Name: 833970 OAC Community Recovery Support 3

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the contract period

Position Title	Name	Monthly Salary	Percent of Month Working on Program	# of Months working	Salary Allocated for Program (C*D*E)	Taxes & Benefits as % of Salary	Taxes and Benefits allocated for Program (F*G)
Compliance Officer	TBD	\$3,750	100.00%	12	\$45,000	38.22%	\$17,199
TOTAL					\$45,000	38.22%	\$17,199

GRANT BUDGET FY2026

Agency Name: Williamson County Government

Program Code Name: 833970 OAC Community Recovery Support 3

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period:

BEGIN 7/1/2025

END: 6/30/2026

POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$64,065.00	\$0.00	\$64,065.00
4, 15	Professional Fee, Grant & Award ²	\$75,604.00	\$0.00	\$75,604.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$7,200.00	\$0.00	\$7,200.00
11, 12	Travel, Conferences & Meetings ²		\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$1,440.00	\$0.00	\$1,440.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$148,309.00	\$0.00	\$148,309.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library-.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Williamson County
 Government
 833970 OAC
 Program Code Name: Community Recovery
 Support 3
 Begin Date: 1-Jul-25
 End Date: 30-Jun-26

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$46,350.00
Benefits and Taxes	\$17,715.00
TOTAL	\$64,065.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Spanish Interpreter	\$15,000.00
Onsite Intensive Trauma Treatment	\$20,700.00
Insight Recovery and Wellness MAT Services	\$14,310.00
Connie Haley Life Coach	\$4,000.00
The Refuge Center Mental Health Counseling	\$7,500.00
Educare Treatment Provider	\$11,310.00
Tennessee Recovery & Monitoring	\$2,784.00
TOTAL	\$75,604.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
SCRAM Ankle Monitors	\$7,200.00
TOTAL	\$7,200.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Childcare Services	\$1,440.00
TOTAL	\$1,440.00

Agency Name: Williamson County Government
 Program Code Name: 833970 OAC Community Recovery Support 3

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the contract period

Position Title	Name	Monthly Salary	Percent of Month Working on Program	# of Months working	Salary Allocated for Program (C*D*E)	Taxes & Benefits as % of Salary	Taxes and Benefits allocated for Program (F*G)
Compliance Officer	TBD	\$3,863	100.00%	12	\$46,350	38.22%	\$17,715
TOTAL					\$46,350		\$17,715

GRANT BUDGET FY2027				
Agency Name: Williamson County Government				
Program Code Name: 833970 OAC Community Recovery Support 3				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN 7/1/2026 END: 6/30/2027				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$65,987.00	\$0.00	\$65,987.00
4, 15	Professional Fee, Grant & Award ²	\$75,604.00	\$0.00	\$75,604.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$7,200.00	\$0.00	\$7,200.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$1,440.00	\$0.00	\$1,440.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$150,231.00	\$0.00	\$150,231.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

Agency Name: Williamson County
 Government
 833970 OAC
 Program Code Name: Community Recovery
 Support 3
 Begin Date: 1-Jul-26
 End Date: 30-Jun-27

SALARIES, BENEFITS & TAXES	AMOUNT
Salaries	\$47,739.00
Benefits and Taxes	\$18,248.00
TOTAL	\$65,987.00

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Spanish Interpreter	\$15,000.00
Onsite Intensive Trauma Treatment	\$20,700.00
Insight Recovery and Wellness MAT Services	\$14,310.00
Connie Haley Life Coach	\$4,000.00
The Refuge Center Mental Health Counseling	\$7,500.00
Educare Treatment Provider	\$11,310.00
Tennessee Recovery & Monitoring	\$2,784.00
TOTAL	\$75,604.00

SUPPLIES (Includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
SCRAM Ankle Monitors	\$7,200.00
TOTAL	\$7,200.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Childcare Services	\$1,440.00
TOTAL	\$1,440.00

Agency Name: Williamson County Government
 Program Code Name: 833970 OAC Community Recovery Support 3

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the contract period

Position Title	Name	Monthly Salary	Percent of Month Working on Program	# of Months working	Salary Allocated for Program (C*D*E)	Taxes & Benefits as % of Salary	Taxes and Benefits allocated for Program (F*G)
Compliance Officer	TBD	\$3,978	100.00%	12	\$47,739	38.23%	\$18,248
TOTAL					\$47,739		\$18,248

Resolution No. 10-24-11
Requested by: County Health Director

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO
EXECUTE A 2024-25 GRANT AGREEMENT WITH THE STATE OF TENNESSEE
DEPARTMENT OF HEALTH FOR THE PROVISION OF DENTAL SERVICES AT THE
WILLIAMSON COUNTY HEALTH DEPARTMENT
IN AN AMOUNT NOT TO EXCEED \$175,800**

WHEREAS, Williamson County, ("County"), is a recipient of grant funds in an amount not to exceed \$175,800 from the State of Tennessee Department of Health; and

WHEREAS, the restricted grant funds are to be used for the provision of a full time Tennessee licensed dentist and dental assistant at the Williamson County Health Department; and

WHEREAS, the grant does not require matching funds and the grant funding is incorporated into the adopted 2024-25 budget;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October, authorizes the Williamson County Mayor to execute a grant agreement with the Tennessee Department of Health, as well as all other related documents necessary to receive grant funds to assist the County in the provision of a full-time dentist and dental assistant duly licensed in the State of Tennessee to provide dental services at the Williamson County Health Department.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers C. Anderson, County Mayor

Date

Resolution No. 10-24-20
Requested by: Office of Public Safety

**RESOLUTION ACCEPTING THE DONATION OF EXTRICATION EQUIPMENT ON BEHALF OF
WILLIAMSON COUNTY 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 County Fire Rescue is a nonprofit entity that provides fire, rescue, emergency response services throughout Williamson County; and

WHEREAS, Williamson County Fire Rescue currently owns the extrication equipment listed, as follows:

Item	Serial Number
Generator - Briggs & Stratton 5hp	415131
Generator - Briggs & Stratton 4hp	347R032
Generator - Honda 5hp	21936
Generator - Honda GX100	CNFDG20D54070001
Generator - Honda GXH50	GCAL-1419881
Generator - Honda GXH50	GCAFK-1095461
HURST-SPREADER	21932
HURST-SPREADER	57820
HURST-SPREADER	N6384
HURST-SPREADER	128155
HURST-SPREADER	126196
HURST-CUTTER	128153
HURST-CUTTER	118432
HURST-COMBI TOOL	N11966
HURST-COMBI TOOL	N6543
RESQ COMBI TOOL	O17494
HURST RAM 24 INCH	184664
HURST RAM 24 INCH	14774
HURST RAM 34 INCH	890228
HURST RAM 22INCH	47938B
HURST RAM 19 INCH	14762
HURST RAM 19 INCH	12090
HURST RAM 19 INCH	183915
HURST RAM 15 INCH	881215
HURST HYDRALIC LINE QTY. - 11	N/A
HURST SPREADER TIPS I BOX	N/A
AUTO CRIB IT MODEL AC 14 QTY. - 4	N/A
HURST AIRBAG CONTOL QTY. - 2	N/A
VETTER AIRBAGS QTY. - 10	N/A

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October, on behalf of the Williamson County Office of Public Safety, accepts the generous donation of this equipment from Williamson County Fire Rescue, and authorizes the Williamson County Mayor to execute any documents necessary to receive the extrication equipment.


County Commissioner Jennifer Mason

Resolution No. _____ (continued)

COMMITTEES REFERRED TO & ACTION TAKEN:

Law Enforcement/Public Safety Committee	For <u>6</u>	Against <u>0</u>	Pass _____	Out _____
Property Committee	For <u>5</u>	Against <u>0</u>	Pass _____	Out _____
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass _____	Out _____
Commission Action Taken:	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

RESOLUTION TO REPEAL THE 2021 INTERNATIONAL ENERGY CODE AND ADOPT THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE WITH THE 2009 TABLES IN ACCORDANCE WITH RULE 0780-02-23-.02

WHEREAS, Williamson County has the authority to adopt codes and regulations which it deems necessary for the preservation and enhancement of the health, safety, and welfare of the citizens of Williamson County; and

WHEREAS, on June 23, 2023, the Williamson County Board of Commissioners adopted the 2021 International Building Code, the 2021 International Residential Code excluding Section R313.2, One and Two Family Dwellings Automatic Fire Sprinkler Systems, pursuant to T.C.A. § 68-120-101(a)(8) and Chapters 34-43 relating to Electrical, the 2021 International Mechanical Code, the 2021 International Mechanical Code, the 2021 International Plumbing Code, and the 2021 International Energy Conservation Code, although the 2009 International Energy Conservation Code is not being repealed at this time; and

WHEREAS, the Williamson County Building Codes Director has determined that the County needs to repeal the 2021 International Energy Code and adopt the 2018 International Energy Conservation Code; and

WHEREAS, the Building Codes Director has reviewed the applicable 2018 building codes and has determined that it would be beneficial to Williamson County to adopt the 2018 International Energy Conservation Code; and

WHEREAS, the recommended 2018 International Energy Conservation Code has been on file with the Clerk’s Office for a period exceeding the statutory requirement of 90 days and the public notice requirements have been met:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this the 14th day of October, 2024, pursuant to T.C.A. § 68-120-101(a)(8) and Chapters 34-43 relating to Electrical, hereby repeals the 2021 International Energy Code and adopt the 2018 International Energy Conservation Code with the 2009 tables, although the 2009 International Energy Conservation Code is not being repealed at this time;

AND BE IT FURTHER RESOLVED, that if the provisions of any of the building codes adopted and referenced above conflict with the fire prevention chapter, the more stringent provisions shall control.

Adopted by the Williamson County Legislative Body, this the 14th day of October, 2024 and becomes effective October 14, 2024 conditioned on this Resolution being published in a newspaper of general circulation.



County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Planning Commission	For <u>8</u>	Against <u>0</u>		
Budget Committee	For <u>4</u>	Against <u>0</u>		
Commission Action Taken	For _____	Against _____	Pass _____	Out _____

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers C. Anderson, Williamson County Mayor

Date

Resolution No. 10-24-22
Requested by: County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE A
LICENSE AGREEMENT WITH THE CITY OF FRANKLIN FOR REGULARLY
SCHEDULED GOVERNMENT MEETINGS**

- WHEREAS,** the Williamson County Board of Commissioners has the authority to approve license agreements for use of its property for governmental purposes; and
- WHEREAS,** Williamson County is subject to the County Purchasing Law of 1957 which provides agreements extending beyond the contract term's current fiscal year without County Commission approval; and
- WHEREAS,** the City of Franklin desires to relocate its Board of Mayor and Alderman and Planning Commission meetings to an auditorium facility; and
- WHEREAS,** Williamson County owns the Administrative Office Complex located at 1320 West Main Street, Franklin, Tennessee 37064 which houses an auditorium that is used for government meetings similar to those desired by the City of Franklin; and
- WHEREAS,** the City of Franklin has requested a license agreement that would allow use of the auditorium in the Administrative Office Complex for its regularly scheduled Board of Mayor and Alderman meetings beginning in February of 2025; and
- WHEREAS,** it is acknowledged that the license agreement will extend through the summer of 2027:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October, 2024, authorizes the Williamson County Mayor to execute the license agreement, the rider, and all other required documentation with the City of Franklin for the periodic use of the auditorium in the Administrative Office Complex located at 1320 West Main Street, Franklin, Tennessee 37064 on the second and fourth Tuesday of each month for the Board of Mayor and Alderman meetings and every fourth Thursday of the month beginning on or about February 2025 and continuing until approximately June of 2027.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Property Committee	For <u>5</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Budget Committee	For <u>4</u>	Against <u>0</u>	Pass <u> </u>	Out <u> </u>
Commission Action Taken:	For <u> </u>	Against <u> </u>	Pass <u> </u>	Out <u> </u>

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

**LICENSE AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND
THE CITY OF FRANKLIN, TENNESSEE FOR PERIODIC SCHEDULED USE OF THE COUNTY'S AUDITORIUM**

THIS LICENSE AGREEMENT ("Agreement") is made and entered, by and between **WILLIAMSON COUNTY, TENNESSEE** (hereinafter "County"), and the **CITY OF FRANKLIN, TENNESSEE** (hereinafter "City"), concerning the periodic use of the Williamson County Auditorium for its regularly scheduled meetings of the Board of Mayor and Aldermen and the City's Planning Commission.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. PURPOSE.** The purpose of this Agreement is to define certain financial and operational responsibilities of City concerning the use of the Williamson County Auditorium in the Williamson County Administrative Complex located at 1320 West Main Street, Franklin, TN ("Auditorium") for the City to conduct its Board of Mayor and Aldermen and its Planning Commission meetings.
- 2. USE.** County shall provide City access to its Auditorium for its regularly scheduled Board of Mayor and Aldermen meeting which meets the evening of the second (2nd) and fourth (4th) Tuesday of each month and during its Planning Commission meeting which meets on the fourth (4th) Thursday of each month. City shall have access to the video and audio equipment located in the Auditorium which it shall use at its own risk and without warranty as to suitability for its use during public meetings. With the exception of using County's audio and video equipment, use of the Auditorium by City shall be at the sole cost of City. City shall be responsible for the equipment and furniture located in the Auditorium and shall bear risk of loss and damage to the equipment or furniture occurring during City's use of the Auditorium.
- 3. COMPENSATION.** Neither party is being compensated for City's use of the Auditorium.
- 4. TERM.** The term of this Agreement shall extend from February 1, 2025 and shall continue until July 1, 2027. The parties may agree to extend this Agreement by written agreement of both parties.
- 5. TERMINATION.**
 - a. **Convenience.** Any party may terminate this Agreement by providing thirty (30) days written notice to the other party.
 - b. **Breach.** Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven (7) calendar days from the receipt of the notice to cure the breach. Termination shall become effective immediately if the breach is not cured within the seven (7) day period. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
- 6. INSURANCE.** Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.
- 7. 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.

8. AUTHORITY TO ENTER INTO AGREEMENT. This Agreement is made and entered into pursuant to the laws of the State of Tennessee, and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

9. NOTICE. The individuals identified in this section, with appropriate input from public safety staff, shall develop and approve joint policies and procedures for: (1) responding to requests for notifications that include areas both within a municipality and outside that municipality, and (2) requests for backup services when the notification system used by one of the parties hereto is unavailable or fails to operate as needed. Notice of the need for backup services under this Agreement will be in person, by telephone, or by such other means as may be reasonably used to apprise the backup party of the initiating party's need for services under the circumstances. All other notices under this Agreement, with the exception of equipment testing, shall be given in writing, addressed to the following persons:

To: Williamson County
Attn: Office of County Mayor
1320 West Main St., Suite 125
Franklin, TN 37064

To: City of Franklin
Attn: City Manager
103 3rd Ave S.
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.

10. MISCELLANEOUS.

a. **Relationship.** In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should 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 the Interlocal Cooperation Act.

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

d. **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.

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

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 by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

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

h. 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, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

i. 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. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

WILLIAMSON COUNTY, TENNESSEE:

CITY OF FRANKLIN, TENNESSEE:

By: _____

By: _____

Date: _____

Date: _____

Williamson County Attorney

Resolution No. 10-24-23
Requested by: Rules Committee

**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF
THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING
A MAJORITY VOTE**

- WHEREAS,** pursuant to the Rules, Regulations and Procedures (“Rules”) for the Williamson County Board of Commissioners, a rule shall remain in effect until such time as it is appealed or amended; and
- WHEREAS,** Tennessee Code Annotated, Section 5-5-109, defines the majority of a county’s legislative body as a majority of the members at the time of the vote; and
- WHEREAS,** Rule 11 provides that any amendment to the Rules requires a two-thirds majority vote if the proposed amendment is introduced to any regularly scheduled meeting other than the October or November meeting; and
- WHEREAS,** currently, Rule 2 concerns a quorum and majority vote of the Board of Commissioners but does not define a quorum and majority vote in the case of a vacancy; and
- WHEREAS,** the Board of Commissioners have determined that its Rules, Regulations and Procedures need to be amended to change the definition of a majority vote to ensure it is consistent with current state law:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October, 2024, by a majority vote and upon recommendation of the Rules Committee, make the following revisions to the Rules, Regulations and Procedures for the Williamson County Board of Commissioners to be effective upon adoption:

Amend Rule 2 by deleting it in its entirety and replacing it with:

The Board of Commissioners shall be composed of 24 Commissioners. A quorum for the transaction of business shall be a majority of all members constituting the Board of Commissioners. A “majority vote” of the Board of Commissioners shall be a majority of the members constituting the Board of Commissioners. A “two-thirds vote” of the Board of Commissioners shall be two-thirds of the members constituting the Board of Commissioners. If the Board of Commissioners has 24 members at the time of the vote, a “majority vote” shall be 13 votes and a “two-thirds vote” shall be 16 votes.

AND BE IT FURTHER RESOLVED, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk’s Office to make the revisions to the Rules, Regulations and Procedures of the Board of County Commissioners.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Rules Committee: For 4 Against 0
Commission Action Taken For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 10-24-24
Requested by: County Attorney's Office


**RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF
THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING
THE TIMING OF OVERRIDING A VETO**

- WHEREAS,** pursuant to the Rules, Regulations and Procedures (“Rules”) for the Williamson County Board of Commissioners, a rule shall remain in effect until such time as it is appealed or amended; and
- WHEREAS,** Tennessee Code Annotated, Section 5-6-107, describes the timing and procedure for the Board of Commissioners to override a veto; and
- WHEREAS,** Rule 11 provides that any amendment to the Rules requires a two-thirds majority vote if the proposed amendment is introduced to any regularly scheduled meeting other than the October or November meeting; and
- WHEREAS,** currently, Rule 6.4 accurately incorporates Tennessee Code Annotated, Section 5-6-107, except for there is a typographical error regarding how many days after a veto that the Board of Commissioners must take a vote on the vetoed resolution; and
- WHEREAS,** the Board of Commissioners have determined that its Rules, Regulations and Procedures need to be amended to change the number of days within receiving a veto message that the Board of Commissioners must vote on the vetoed resolution to ensure the Rule is consistent with current state law:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October, 2024, by a majority vote and upon recommendation of the Rules Committee, make the following revisions to the Rules, Regulations and Procedures for the Williamson County Board of Commissioners to be effective upon passage:

Amend Rule 6.4 by deleting “30 days” in the fifth sentence and replacing it with “twenty (20) days.”

AND BE IT FURTHER RESOLVED, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk’s Office to make the revisions to the Rules, Regulations and Procedures of the Board of County Commissioners.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Rules Committee: For 4 Against 0
Commission Action Taken For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 10-24-25
Requested by: Commissioner Mason

RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING THE REGULARLY SCHEDULED TIME OF THE BOARD OF COMMISSIONERS' MEETINGS

WHEREAS, pursuant to Rule 11 of the Rules, Regulations and Procedures ("Rules") for the Williamson County Board of Commissioners, a rule shall remain in effect until such time as it is appealed or amended; and

WHEREAS, Rule 1 provides that any amendment to the Rules requires a two-thirds majority vote if the proposed amendment is introduced to any regularly scheduled meeting other than the October or November meeting; and

WHEREAS, Rule 1 provides that the Board of Commissioners shall meet at 7:00 p.m. for regularly scheduled Board of Commissioners' meetings; and

WHEREAS, the Board of Commissioners have determined that the meetings of the Board of Commissioners shall meet at 6:30 on the regularly scheduled meeting dates:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October 2024, by a simple majority vote and upon recommendation of the Rules Committee, makes the following revisions to Rule 1 of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners:

Amend Rule 1 by deleting the current language and replacing it with the following paragraph:

The Board of Commissioners shall meet at 6:30 p.m. on the second Monday of January, February, March, May, June, July, September, October, and November of each year, and at 6:30 p.m. on the third Thursday in June, of each year for the purpose of adopting an annual budget. Should a meeting date of the Board of County Commissioners fall on a legal holiday, or an emergency arise, either the Chairman or a vote of a majority of the Board of Commissioners may hold the scheduled meeting on the following workday after the holiday or emergency. Notification to the members will be the responsibility of the Chairperson of the Board in conjunction with the County Mayor, and an agenda and the resolution packet shall be mailed to each Commissioner at least six (6) days prior to each session.

BE IT FURTHER RESOLVED, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk's Office to make the revisions to the Rules, Regulations and Procedures of the Board of County Commissioners.

AND BE IT FURTHER RESOLVED, that this resolution shall be effective as of January 1, 2025.

 Jennifer Mason
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Rules Committee: For 4 Against 0
Commission Action Taken For Against Pass Out

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 10-24-26
Requested by: Commissioner Herbert

RESOLUTION AMENDING THE RULES, REGULATIONS AND PROCEDURES OF THE WILLIAMSON COUNTY BOARD OF COMMISSIONERS CONCERNING THE LOCATION OF THE BOARD OF COMMISSIONERS' COMMITTEE MEETINGS

- WHEREAS,** pursuant to Rule 11 of the Rules, Regulations and Procedures ("Rules") for the Williamson County Board of Commissioners, a rule shall remain in effect until such time as it is appealed or amended; and
- WHEREAS,** Rule 11 provides that any amendment to the Rules requires a two-thirds majority vote if the proposed amendment is introduced to any regularly scheduled meeting other than the October or November meeting; and
- WHEREAS,** Rule 8.1 provides the general rules of committees but does not provide a location for the meetings; and
- WHEREAS,** the Board of Commissioners have determined that the committee meetings shall be located at the Williamson County Administrative Complex:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October 2024, by a simple majority vote and upon recommendation of the Rules Committee, makes the following revisions to Rule 8.1 of the Rules, Regulations and Procedures for the Williamson County Board of Commissioners:

Amend Rule 8.1 by adding the following subsection:

- 1. Each committee meeting regardless of the committee shall be conducted at the Williamson County Administrative Complex. Should a meeting need to be moved from the Administrative Complex due to unavailability, the committee chair may designate an alternate location unless a sitting member of the committee objects.

BE IT FURTHER RESOLVED, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk's Office to make the revisions to the Rules, Regulations and Procedures of the Board of County Commissioners.



Judy Herbert County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

Rules Committee: For 4 Against 0
Commission Action Taken For Against Pass Out

Jeff Whidby, County Clerk

Brian Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No. 10-24-28
Requested by: Sheriff's Office

**RESOLUTION OF THE GOVERNING BODY OF WILLIAMSON COUNTY, TENNESSEE
APPROVING THE WILLIAMSON COUNTY SHERIFF'S OFFICE PROPOSAL TO INSTALL
AND OPERATE LAW ENFORCEMENT AUTOMATED LICENSE PLATE RECOGNITION
CAMERAS ON STATE HIGHWAY RIGHT-OF-WAY**

WHEREAS, Tennessee Code Annotated, Section 55-8-198(f) authorizes the Tennessee Department of Transportation ("TDOT") to permit law enforcement agencies to install surveillance cameras on State highway right-of-way to aid in criminal investigations or searches for missing or endangered persons; and


WHEREAS, the Williamson County Sheriff's Office ("Sheriff's Office") wishes to apply to TDOT for a License to Install and Operate Law Enforcement Automated License Plate Recognition Cameras ("License") to aid in criminal investigations and searches for missing or endangered persons; and

WHEREAS, prior to submitting an application for the License, TDOT requires applicants to submit approval of their proposal by their local legislative body; and

WHEREAS, the License would allow the Sheriff's Office to use Vigilant Automated License Plate Recognition Cameras at specific locations to identify license plates involved in criminal investigations or searches for missing or endangered persons, as further provided in the attached proposal:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October, 2024, fully endorses the Williamson County Sheriff's Office's proposal for a License to Install and Operate Law Enforcement Automated License Plate Recognition Cameras from TDOT;

AND BE IT FURTHER RESOLVED, that upon approval of this resolution and its signing, the Board of Commissioners directs the County Clerk's Office to provide a certified copy of this resolution to be included with the Williamson County Sheriff's Office's application for the TDOT License.

 Jennifer Mason
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Commission Chairman

Rogers Anderson, Williamson County Mayor

Date

Resolution No.: 10-24-29
Requested by: Sheriff's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN
GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

- WHEREAS,** Williamson County ("County") is a governmental entity of the State of Tennessee and, as such, is authorized to enter into an intergovernmental agreement ("Agreement") on behalf of the Williamson County Sheriff's Office, with the Metropolitan Government of Nashville and Davidson County ("Metro") acting on behalf of the Metropolitan Nashville Police Department for cooperation concerning law enforcement services; and
- WHEREAS,** Metro has received grant funds from the State of Tennessee through grant contract number 49530; and
- WHEREAS,** the Agreement provides that Metro will distribute funds to surrounding Middle Tennessee Internet Crimes Against Children ("ICAC") agencies for the purchase of equipment, training, and travel costs associated with ICAC training; 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 enter into an intergovernmental agreement with Metro:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session this the 14th day of October, 2024, authorizes the Williamson County Mayor to execute the intergovernmental agreement on behalf of the Williamson County Sheriff's Office, with the Metropolitan Government of Nashville and Davidson County acting on behalf of the Metropolitan Nashville Police Department, as well as all other related documents concerning reimbursement for law enforcement equipment, training, and travel costs associated with Middle Tennessee Internet Crimes Against Children.


County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

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

Jeff Whidby, County Clerk

Brain Beathard, Commission Chairman

Rogers Anderson, Williamson County Mayor

Date